

**AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND
NV5, INC.**

**FOR
DESIGN OF OTAY RAW WATER PUMP STATION
SLOPE REPAIR**

CONTRACT NUMBER: H2225982

TABLE OF CONTENTS

ARTICLE I DESIGN PROFESSIONAL SERVICES

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

ARTICLE II DURATION OF AGREEMENT

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

ARTICLE III COMPENSATION

3.1	Amount of Compensation	4
3.2	Additional Services	4
3.3	Manner of Payment	4
3.4	Additional Costs	4
3.5	Eighty Percent Notification	5

ARTICLE IV DESIGN PROFESSIONAL'S OBLIGATIONS

4.1	Industry Standards	5
4.2	Right to Audit	5
4.3	Insurance	6
4.4	Subcontractors	11
4.5	Contract Records and Reports	12
4.6	Non-Discrimination Requirements	12
4.7	Drug-Free Workplace	13
4.8	Title 24/Americans with Disabilities Act Requirements	13
4.9	Product Endorsement	14
4.10	Conflict of Interest	14
4.11	Mandatory Assistance	15
4.12	Compensation for Mandatory Assistance	15

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

**ARTICLE V
RESERVED**

**ARTICLE VI
INDEMNIFICATION**

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

**ARTICLE VII
MEDIATION**

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

**ARTICLE VIII
INTELLECTUAL PROPERTY RIGHTS**

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

**ARTICLE IX
MISCELLANEOUS**

9.1	Notices.....	23
9.2	Headings	23
9.3	Non-Assignment	23
9.4	Independent Contractors	24
9.5	Design Professional and Subcontractor Principals	24

9.6	Additional Design Professionals or Contractors	24
9.7	Employment of City Staff	24
9.8	Covenants and Conditions	24
9.9	Compliance with Controlling Law.....	24
9.10	Jurisdiction	24
9.11	Successors in Interest.....	25
9.12	Integration.....	25
9.13	Counterparts.....	25
9.14	No Waiver.....	25
9.15	Severability	25
9.16	Municipal Powers.....	25
9.17	Drafting Ambiguities	25
9.18	Conflicts Between Terms	25
9.19	Design Professional Evaluation	25
9.20	Exhibits Incorporated.....	26
9.21	Survival of Obligations	26
9.22	Contractor Standards	26
9.23	Equal Benefits Ordinance	26
9.24	Public Records	26
9.25	Equal Pay Ordinance	27

DESIGN PROFESSIONAL AGREEMENT EXHIBITS

- Exhibit A - Scope of Services
- Exhibit B - Compensation and Fee Schedule
- Exhibit C - Time Schedule
- Exhibit D - City's Equal Opportunity Contracting Program Consultant Requirements
 - (AA) Disclosure of Discrimination Complaints
 - (BB) Work Force Report
 - (CC) Subcontractors List
- Exhibit E - Determination Form
- Exhibit F - Consultant Performance Evaluation Form
- Exhibit G - Contractor Standards Pledge of Compliance

**AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND NV5, Inc.
FOR DESIGN PROFESSIONAL SERVICES**

THIS Agreement is made and entered into between the City of San Diego, a municipal corporation [City], and NV5, Inc. [Design Professional] for the Design Professional to provide Professional Services to the City for the Design of Otay Raw Water Pump Station Slope Repair [Project].

RECITALS

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

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

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

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

**ARTICLE I
DESIGN PROFESSIONAL SERVICES**

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

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

1.2 Contract Administrator. The 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, it shall be effective until completion of the Scope of Services or for no more than thirty-six (36) months, whichever is the earliest. If required, the duration of this Agreement can be extended up to a maximum of

sixty (60) months. Any extension beyond sixty (60) 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 City shall pay the Design Professional for performance of all Professional Services rendered in accordance with this Agreement, including reasonably related expenses, a total contract amount not exceeding \$990,338. The compensation for the Scope of Services shall not exceed \$898,600, and the compensation for Additional Services (described in Section 3.2), if any, shall not exceed \$91,738.

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

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

3.4 Additional Costs. Additional Costs are those costs that can be reasonably determined to be related to the Design Professional's errors or omissions, and may include Design Professional, City, or Subcontractor overhead, construction, materials, demolition, and

related costs. The Design Professional shall not be paid for the Professional Services required due to the Design Professional's errors or omissions, and the Design Professional shall be responsible for any Additional Costs associated with such errors or omissions. These Additional Costs may be deducted from monies due, or that become due, the Design Professional. Whether or not there are any monies due, or becoming due, the Design Professional shall reimburse the City for Additional Costs due to the Design Professional's errors or omissions.

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

ARTICLE IV DESIGN PROFESSIONAL'S OBLIGATIONS

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

4.2 Right to Audit.

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

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

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

4.2.2.2 Accounting Records. The Design Professional and all Subcontractors shall maintain complete and accurate records in accordance with Generally Accepted Accounting Practices in the industry. The Design Professional and Subcontractors shall make available to the City for review and audit; all Project-related accounting records and

documents, and any other financial data. Upon the City's request, the Design Professional and Subcontractors shall submit exact duplicates of originals of all requested records to the City.

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

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

4.3 Insurance. The Design Professional shall not begin the Professional Services under this Agreement until it has: (a) obtained, and provided to the City, insurance certificates and endorsements reflecting evidence of all insurance required in Article IV, Section 4.3.1; however, the City reserves the right to request, and the Design Professional shall submit, copies of any policy upon reasonable request by the City; (b) obtained City approval of each company or companies as required by Article IV, Section 4.3.3; and (c) confirmed that all policies contain the specific provisions required in Article IV, Section 4.3.4 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 Design Professional 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.

4.3.1.7 Contractors Hazardous Transporters 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 Hazardous Transporters Pollution Liability Insurance, including contractual liability coverage to cover liability arising out of transportation of hazardous or toxic, materials, substances, or any other pollutants by Design Professional or any Subcontractor in an amount no less than \$1,000,000 limit per occurrence and \$2,000,000 aggregate per policy period of one year.

All costs of defense shall be outside the limits of the policy.

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

To obtain City approval of a Subcontractor's insurance coverage in lieu of the [Design Professional's insurance, the Design Professional shall certify that all activities under the Contractor's Hazardous Transporters Pollution Liability insurance will be performed exclusively by the Subcontractor providing the insurance. The deductible shall not exceed \$25,000 per claim without prior approval of the City.

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 under this Agreement without advancing the retroactive date

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.

4.3.4.5 Contractors Hazardous Transporters 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 Hazardous Transporters 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 Hazardous Transporters 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 Gavin Hawk, 525B Street, Suite 750, San Diego, CA 92101, and notice to the Design Professional shall be addressed to: NV5, Inc., Darab Bouzarjomehri, 15092 Avenue of Science, Suite 200, San Diego, CA 92128, Darab.Bouzarjomehri@nv5.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: Darab Bouzarjomehri and Cynthia S. Peraza [Project Team]. Accordingly, performance of Professional Services under this Agreement may not be delegated to other members of the Design Professional's organization or to Subcontractors without the prior written consent of the City. It is mutually agreed that the members of the Project Team are the principal persons responsible for delivery of all Professional Services and may not be removed from the Project Team without the City's prior written approval. Removal of any member of the Project Team without notice and approval by the City may be considered a default of the terms and conditions of this Agreement by the Design Professional. In the event any member of the Project Team becomes unavailable for any reason, the City must be consulted as to any replacement. If the City does not approve of a proposed replacement, the City may terminate this Agreement pursuant to section 2.6 of this Agreement. Further, the City reserves the right, after consultation with the Design Professional, to require any of the Design Professional's employees or agents to be removed from performance of the Scope of Services.

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

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

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

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

9.10 Jurisdiction. The jurisdiction and applicable laws for any suit or proceeding concerning this Agreement, the interpretation or application of any of its terms, or any related

disputes shall be in accordance with the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

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

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

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

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

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

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

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

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

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

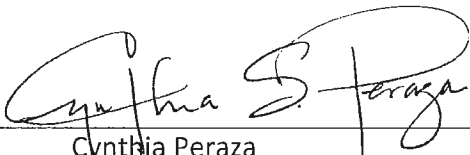
Nothing in this Agreement creates any obligation for the City to notify the Design Professional or obtain the Design Professional's approval or consent before releasing information subject to disclosure under the California Public Records Act.

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 San Diego Municipal Code 22.3207, authorizing such execution, and by the Design Professional pursuant to NV5, Inc.'s signature authority document.

I HEREBY CERTIFY I can legally bind NV5, Inc. and that I have read all of this Agreement, this 12 day of January, 2023.

By 
Cynthia Peraza
Regional Manager

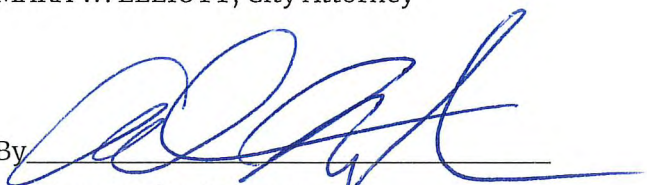
Dated this 13th day of March, 2023.

THE CITY OF SAN DIEGO
Mayor or Designee

By 
Cindy Crocker
Principal Contract Specialist
Purchasing & Contracting

I HEREBY APPROVE the form of the foregoing Agreement this 23 day of MARCH, 2023

MARA W. ELLIOTT, City Attorney

By 
Deputy City Attorney

DESIGN PROFESSIONAL AGREEMENT
EXHIBITS

SCOPE OF SERVICES

I. PROJECT MANAGEMENT SUPPORT

Task 1. Project Management – This task includes management of the project, budget, schedule, and the team including sub-consultants. It additionally includes coordination and communication with the City Project Manager (PM), stakeholders, and design team. The NV5 PM will provide these services throughout the entire duration of the project starting at receipt of notice-to-proceed (NTP) and ending at closeout. (Assumes an average of 4 hours per month).

Task 2. Kick-off Meeting – NV5 PM will schedule a kickoff meeting with the City Staff, stakeholders, and the team to make initial introduction, exchange contact information, discuss responsibilities, review the scope of services deliverables, challenges, budget, schedule, design criteria, standards requirements, and client and stakeholder expectations. (Assume 1 meeting, 10 people at 2 hour each, and 2 hours of preparation by PM).

Task 3. PDT Meetings (Monthly) – Upon start of the project, NV5 PM will schedule a monthly Project Development Team (PDT) meeting with the City PM. The purpose of this meeting is to discuss the project status, budget, schedule, percent of project complete, unforeseen conditions, and discussion of solutions to potential issues. During this meeting the team will review the look ahead schedule, out of scope items, and action item lists. NV5 will prepare draft and final meeting agenda and meeting minutes with a list of action items, responsible person, and expected finish date. The list of action items will be reviewed at every meeting. (Assume 13 PDT meetings. Does not include City review period). NV5 will prepare monthly progress reports which will include schedule and budget status, percentage of task completed, issues encountered, out-of-scope items and list of actions items.

Task 4. Coordination Meetings – This task will include meetings with various stakeholders including representatives from Engineering & Capital Projects, Public Utilities Department, Development Services Department, Division of Safety of Dams (DSOD), and Water Systems Operations within the Public Utilities Department, the California Division of Drinking Water, San Diego County Water Authority and Storm Water Department when required. This task will also include coordination and required design interface with SDG&E and telecommunications provider for electrical power distribution, and facility security. NV5 will prepare the meeting agenda, meeting minutes with a list of action items, responsible person or party, and expected finish date. (Assume 30 meetings at 2 hours each).

Attend Community Meetings: Landscape Architect will attend, as needed, for up to two (2) meetings with community stakeholders as determined necessary by the City of San Diego Project Manager (PM). This task shall include preparing presentation graphic images or conceptual exhibits for use in presenting to the community. A total of twenty-two staff hours included for this task.

Task 5. Design Coordination Meeting – This task includes bi-weekly meetings with the design team, including sub-consultants, to review the status of progress, discuss potential design issues, risks, solutions, manpower needs, QA/QC, schedule, and design deliverables for each design phase. (Assume maximum of 28 meetings at 1 hour each). Only the appropriate team members will attend these meetings.

Task 6. Design Review Meetings – This task includes meetings with the City to review the Basis of Design Report (BOD), and the design after completion of each design phase (30%, 60%, and 100%). (Assume 4 meeting at 2 hours each). Only the appropriate team members will attend these meetings.

Task 7. Project Schedule Update – This task includes management and updating of the project schedule on a monthly basis as necessary. NV5 PM will provide a monthly updated design schedule (PDF). (Assume 2 hours each).

Task 8. Record Management - This task includes establishing a Document Control System compatible with City Records Management Document Control System. (Assume 2 hours per month for PM and 1.5 per month for senior technician).

(It is assumed that all non-field meetings are virtual.)

II. PRE-DESIGN PHASE

A. COLLECT AND REVIEW EXISTING DATA

Task 1. Collect and Review Existing Data – This will include collection and review of available as-built plans, utility plans, drainage studies, geotechnical studies, environmental studies, and other relevant existing and available information.

Consultant shall also review the MHPA boundaries to determine if the site is within, review requirements for re-establishing vegetation adjacent to existing native vegetation.

Task 2. Site Visit – This will include visiting the project site prior to start of the design, to review existing site condition, take photographs or video the site for use during design (assume one site visit).

B. SUBSURFACE UTILITY EXPLORATION (POTHOLING)

Task 1. Coordination with Otay Water Treatment Staff – NV5 will coordinate with Otay Water Treatment Staff prior to any potholing work on the site.

Task 2. Potholing – NV5 Potholing Contractor will perform utility location by potholing to provide visible, nonerasable witness points for each utility located. This task shall include contact with USA Dig Alert for local utility information and coordination with Otay Water Treatment Plant staff, follow-up with the identified utilities and mapping prior to finalizing the pothole locations. The purpose of the potholing is to locate depth of the water piping and/or any conflicting utilities that may impact the project. The findings of this research shall be presented in a Utility Exploration Report. (It is assumed that NV5 needs 15 potholes.)

Deliverables:

- Utility Exploration Report (PDF)
- Utility As-built Plans (PDF).

C. SITE TOPOGRAPHY AND BASE MAPPING (SURVEY)

NV5 will prepare topographic base mapping. Due to the recent changes to the site with recent permanent and temporary drainage features and changes to the site due to erosion, NV5 shall obtain a new set of topographic data in addition to using record maps, public and private utility drawings, and the preliminary City survey files. To accomplish this, NV5 will perform the following scope of work:

Task 1. Project Setup and Planning – Survey manager will prepare a survey plan for execution by the survey team and will set up the project.

Task 2. Control Survey - Establish survey control on the site. The survey control will be in terms of the California Coordinate System of 1983 (CCS83, Zone 6, Epoch 1991.35). Vertical control will be in terms of the North American Vertical Datum of 1988 (NAVD 88). Survey control will be based on the City of San Diego Survey control network on Record of Survey 14492.

Task 3. Topographic Survey UAV – NV5 will fly the site with an Unmanned Aerial Vehicle (UAV, often called a drone) to collect LiDAR and imagery data and will adhere to the requirements under Federal Aviation Administration Regulations Part 107. No other flying, or other flying aerial activity will be performed during the scope of this Agreement. The data will be used to create an up-to-date topographic map. The topographic mapping will include:

1. Hardscape features (concrete and asphalt)
2. Buildings
3. Walls and fences
4. Drainage structures (curbs, swales, brow ditches)
5. Trees over eight inches in diameter
6. Contours at a one-foot interval

Task 4. Drafting - Draft the topographic map in MicroStation CADD in accordance with the Citywide CADD Standards 2018 edition and a checklist provided by the City's PM to NV5 in order to verify what is acceptable by City's survey team. The map will include the surveyed features listed above.

Provide a draft copy of the MicroStation CADD survey file to Engineering & Capital Projects Department (E&CP) Surveying Engineers for review and acceptance.

NV5 will address any comments received following the E&CP surveying review and will submit a final survey CADD file to the City.

Task 5. Potholing Survey Support - Provide support for utility potholes up to 8 hours of field time, 4 hours of drafting and 2 hours of management.

Deliverables:

- Approved Survey MicroStation CADD files submitted to E&CP surveying.
- Orthographic image of the facility to assist the design team.
- Support

Based on preliminary discussions with City staff at the Otay Water Facility, NV5 will fly the drone over the site to perform a survey of the current conditions assuming permission to do so is granted by the City. Per our discussion with City staff during the site visit, NV5 was informed

that the City will allow a UAV flight for performing this task. In the event the City does not grant this permission, and survey cannot be captured using UAV technology, traditional survey measures will be evaluated and modification to the scope of services may be required. The preliminary limits of the survey area are outlined in red on the Figure A below.



Figure A

D. GEOTECHNICAL INVESTIGATION AND REPORTING

A geotechnical investigation will be conducted to evaluate the geologic conditions at the site and to provide subsurface geotechnical data to support project design and construction. NV5 conducted a previous limited investigation of the site in 2020 consisting of two (2) hand auger borings, two (2) test pits, and two (2) soil borings. The results of the previous investigation were provided in Preliminary Geotechnical Investigation Report, Lower Otay RWPS (Lake Pumps) Slope Restoration, Otay Water Treatment Plant at 1500 Wueste Road, Chula Vista, California, dated August 10, 2020. The 2020 exploration locations at the project site are shown below.



2020 Exploration Locations

Based on a review of preliminary design plans and available information NV5 shall perform the following scope of services:

Task 1: Research, Site Mark Out, Permitting and Project Management

- Review of geotechnical maps, literature and preliminary design plans pertaining to the site and vicinity.
- Preparation of a Health and Safety Plan (HASP) addressing the site field exploration activities.
- Preparation and submittal of a County of San Diego Department of Environmental Health boring permit application.
- Field reconnaissance of the site and mark out of the proposed boring location. Underground Service Alert (USA) will be notified for subsurface utility clearance prior to excavation. In addition, NV5 will also utilize a subcontractor to conduct a private utility clearance of the proposed exploratory borings. Any available subsurface utility information will also be provided to NV5 prior to initiating field exploration to reduce the potential for damaging existing utilities at the site.

Task 2: Field Exploration

• Investigation of the underlying geotechnical conditions at the site by drilling five (5) exploratory soil borings to a depth up to approximately 25 feet below the existing ground surface (bgs) or practical refusal utilizing a track-mounted limited access hollow-stem auger drilling rig with the ability to switch to air rotary drilling methods, if necessary. In addition, one (1) hand auger boring to a depth of approximately 3 feet bgs to evaluate existing pavement conditions on the south side of the pump station. The exploratory locations will be logged and sampled by a geologist or an engineer from NV5. Subsequent to logging and sampling, the boring will be backfilled with an appropriate sealing material and capped with soil cuttings. The three (3) proposed boring locations and one (1) hand auger location in paved areas near the pump station will be patched with Aquaphalt to match the existing asphalt pavement. If suspect hazardous materials are encountered during the field activities, the fieldwork will be stopped so as not to generate potentially hazardous waste and the project team will be immediately notified. The proposed exploration locations are shown below. Note that the previous hand auger and soil borings conducted by NV5 at the site in 2020 encountered relatively shallow refusal on cobbles. The currently proposed locations will be in similar areas with the objective of obtaining additional data from deeper depths to support the project design and construction.



Proposed Exploration Locations

Task 3: Laboratory Testing

• Laboratory testing of representative samples of the soil encountered. Laboratory tests may include density and moisture content, soil classification (sieve analysis), Atterberg limits, expansion index, direct shear, optimum moisture content and maximum density, R-value, and corrosivity testing (pH, minimum resistivity, sulfate content, and chloride content).

Task 4: Analysis and Report

- Evaluate the accumulate information and develop conclusions and recommendations addressing the geotechnical aspects of the project.
- Preparation of an illustrated report summarizing the results of our geotechnical investigation and presenting recommendations, from a geotechnical standpoint regarding the proposed construction. The report will evaluate project feasibility from a geotechnical standpoint, including a discussion of the general subsurface conditions and description of types, distribution, and engineering characteristics of the subsurface materials. Items addressed will include identification of geologic hazards associated with the site such as faulting, groundwater, and expansive soil potential. The report will also address excavatability, slope and retaining wall stability, temporary excavations, preliminary shoring, seismic design parameters, soil corrosion potential, and other geotechnical parameters relevant to the proposed construction.

Deliverables:

- Geotechnical Report (PDF)

Task 5: Response to Comments and Design Support

- Response to City Comments (assuming 1 round of comments)
- Plan and Specifications Review and Coordination
 - Earthwork Specification review and comment.
 - Structural plan review for conformance with the geotechnical report.
 - Preparation of one (1) plan review letter following structural plan review.
 - Meetings with design team, assume up to two (2) one-hour meetings or equivalent time.
 - Design Team Coordination.

E. ENVIRONMENTAL INVESTIGATION AND REPORTING

1. CEQA ENVIRONMENTAL STUDIES

The City functions as the lead agency and will prepare the environmental documents for CEQA compliance. The environmental items critical to the schedule for CEQA processing and compliance are the field studies and technical reports necessary to assess the potential impacts of the project and determine the level of documentation required for environmental compliance. NV5 will prepare reports consistent with City of San Diego Municipal Code and applicable guidance documents per the City of San Diego Development Services Department. NV5 will also review and incorporate, where applicable, City of San Diego CEQA Significance Thresholds. All documents will be prepared by qualified individuals.

NV5 will provide the following:

- Biological Resources Study and Written Report – All species with special legal or management status along with more general biological resources issues, which have any reasonable potential to constrain the project, will be addressed, including conclusions

regarding such constraints. The Biological Resources Study and Written Report assumes presence of the gnatcatcher and quino checkerspot butterfly. The quino checkerspot butterfly is a Federal Listed Endangered species known to occur in the vicinity of the project area. Historically, this species has been documented in small numbers on at least 13 distinct locations including on hilltops and ridges within the Otay Lakes and Mesa area. Because of these historical records, the USFWS may require a protocol survey for this species. NV5 will perform an initial assessment of the site to determine the presence of the quino checkerspot butterfly.

- In the event USFWS determines a more detailed analysis is required, there is an optional task that includes additional effort and hours for this survey. These optional hours also include costs of preparing a technical findings report, and if necessary, a subsequent Biological Assessment (BA) for this species. Three rounds of review are included in this task. Studies will meet City guidance, including City of San Diego Biology Guidelines for biological resources.

- Archeology records search, site survey, and cultural resources report will be provided. Historical review will meet City of SD Historical Resources Guidelines for cultural reports.

NV5 will prepare the aforementioned technical studies for the City's review. Upon incorporation of appropriate revisions, NV5 will provide an electronic copy of the technical studies to the City. NV5 will produce and provide electronic copies of the technical studies to be included in the CEQA documentation produced by the City. The NV5 Team will assist the City in preparing any responses to public and agency comments received on the technical studies produced by NV5. Three review cycles are anticipated.

BIOLOGICAL

Task 1. Biological Resource Surveys – Available, potentially relevant biological resource information, including information received from the City, will be reviewed before fieldwork is conducted including the 2020 Otay Water Treatment Plant Bank Stabilization Project Biological Resource Report. The review will focus on the potential occurrence of rare, threatened, endangered, and other special status species. This will include the following, as provided by the client or their agents: the project description, project design and project footprint maps, previously prepared site reports, information on site history, and local planning documents. NV5 will review relevant resource references and databases (e.g., available soils maps, the California Natural Diversity Database data, California Native Plant Society Electronic Inventory data, Barrett's Biological Surveys library and files, etc.), as well as applicable information on laws and regulations and background information on biological resources. After reviewing relevant information, the site will be surveyed, with a thorough walkover covering all portions relevant to potential biological resources. The field survey will include 1) a site assessment; 2) plant community and land cover mapping; 3) a general plant survey; and 4) a general wildlife survey. The pedestrian survey will be conducted on one field day during the daylight hours and will cover all accessible areas of the BSA. Surveys will not extend beyond the BSA. The survey will consist of a general biological survey to determine the existence or potential existence of rare, threatened, endangered, and other special status species. Detailed field notes will be compiled to include: conditions, visible disturbance factors, species, habitats, and more general biological resource issues observed or detected. Focused plant surveys will be conducted in accordance with standardized guidelines issued by the regulatory agencies and by the California Native Plant Society (CNPS). The surveys will be conducted in the field at appropriate times of the year to coincide with the growing

season and different blooming periods and when optimum conditions for identification (generally blooms, fruits, and leaves) are present. The site will be evaluated regarding the presence, absence, or likelihood of occurrence for all special status species, habitats, or more general biological resource issues potentially posing a constraint to the project through applicable laws and regulations. A NV5 biologist will also briefly examine adjacent areas. Following the reconnaissance-level biological survey, NV5 will inform the City about the results of the survey prior to completing the BSA.

Task 2. Biological Technical Report – Following the field survey, NV5 will forward draft results to City staff for review prior to initiating the Biological Technical Report. NV5 and City staff will conduct 1 meeting to confirm report assumptions and mitigation strategy. The report will be a single document with mapping of the general location and a list of vegetation communities for the site. Methods and results for each task will be provided. Observations of the physical setting, conditions, and disturbance factors, as well as plant and habitat resources will be summarized. The regulatory context of the project will be evaluated with regard to applicable existing biological resource laws and regulations. Direct and indirect project impacts will be evaluated. All species with special legal or management status along with more general biological resource issues, which have any reasonable potential to constrain the project, will be briefly addressed, including conclusions regarding such constraints. Listing of special status species, which include the site in their general range, but which have no reasonable potential to occur or otherwise constrain the project, will be included but not further discussed. NV5 will provide recommendations (if necessary) for mitigation measures or further work to clarify relevant issues. For example, recommend any additional focused species-specific surveys that may be required to document the actual presence (or absence) of those select species whose presence could not be definitively concluded in the absence of full compliance with established species-specific survey protocols.

Task 3. Habitat Revegetation Mitigation Plan – Following completion of the biological survey and determination of impacts, a Habitat Revegetation Mitigation Plan (HRMP) will be prepared and submitted to the City, if required. This task requires direction and coordination with City staff to identify appropriate locations for habitat revegetation. A project-specific HRMP will be prepared to define the revegetation site, revegetation site preparation, installation, maintenance, monitoring, reporting, and success criteria. The HRMP will follow a template provided by the City and will comply with City and County guidelines and standards. Templates and GIS standards will be provided by the City.

Surveying methods and technical studies produced will comply with applicable City of San Diego regulations, including but not limited to:

- City of San Diego Guidelines for Conducting Biological Surveys
- San Diego Municipal Code, including Environmentally Sensitive Land Guidelines.
- San Diego Municipal Code, Land Development Code Landscape Standards.
- City of San Diego MSCP Subarea Plan.
- City of San Diego GIS

Deliverables (Biological):

- Biological Technical Report
- Habitat Revegetation Mitigation Plan
- Quino Checkerspot Butterfly Study (Optional)

HISTORIC RESOURCE COMPLIANCE (OPTIONAL)

The scope of work presented here is for cultural and historical resource surveys that has been requested by the City. This work is considered a contingency task as a historic resource survey was completed in 2020 for earlier work on the subject parcel (RECON 2020).

Task 1. Archaeology - At the request of the City, NV5 will complete historic resource compliance tasks for the project. A Sacred Lands Information Request will be submitted to the Native American Heritage Commission (NAHC) for a list of California Native American Tribes (Tribes) who identify as being traditionally and culturally affiliated with the project area. This request will also provide any available information about traditionally identified areas of interest. Concurrently, a data request will be submitted to the California Historic Resources Information System (CHRIS) to provide data about past investigations and known historic resources within and adjacent to (one mile radius) the project area. Upon receipt of data from NAHC, NV5 will prepare project notification letters addressed to the Tribes (including project description and location maps) to solicit input on the project area and invite participation in the cultural resource survey. The historic resource survey will be scheduled based on the availability of the tribal monitoring staff. The consultant will contract Red Tail Environmental to provide a Native American monitor to be present during the pedestrian survey. The historic resource survey will be completed by NV5 archaeologists. All technical resources used for this work will meet local (San Diego Municipal Code), state, and federal standards for professional archaeologists. A technical report will be produced that meets standards established by the City [San Diego Municipal Land Development Code (Chapter 14, Division 3, Article 2)], City of San Diego Historic Resources regulations, and state regulations. The technical report will provide a summary of all background search results from CHRIS, survey methodology, survey results, and management recommendations.

Task 2. Native American Monitoring – Red Tail Environmental will provide a Native American monitor for the duration of the project work. This will include the archaeological survey and all ground disturbing activities within the project footprint. This will provide an opportunity to identify any culturally significant materials.

Deliverable (Archeology):

- Tribal Coordination Notification Letters
- Sacred Lands File Search through NAHC
- Historic Resource Technical Report

Task 3. Historic Buildings Assessment – At the request of the City, NV5 will complete a historic buildings assessment for the project. City staff will confirm if this task is necessary and confirm the deliverable(s) and level of effort necessary in this case. This work will include a review of historic documents that inform on the development of the project area and the existing above ground structures within and adjacent to the project area. Examples of data sources include the Built Environment Resources Directory, CHRIS file search, local historical societies, libraries, city records, historic maps, historic photographs, California Register of Historic Properties, and facility records. A historic buildings assessment will be completed by staff architectural historians. All technical resources used for this work will meet local (San Diego Municipal Code), state, and federal standards for professional architectural historians. If necessary, a technical report will be produced that meets standards established by the City (San Diego Municipal Land Development Code [Chapter 14, Division 3, Article 2]), Land Development Manual Historic Resources Technical Report

Guidelines and state regulations. A technical report will be produced including a description of methodology employed, summary of records search results, descriptions and documentation of structures on site, and management recommendations based upon the criteria established for the California and National Register of Historic Places.

Survey methods and technical reports will comply with the Office of Historic Preservation guidelines and applicable City of San Diego regulations, including but not limited to:

- City of San Diego Historic Resources Regulations and Guidelines
 - Historical Resource Technical Report Guidelines and Requirements
- Deliverables-Built Environment (if necessary):

- Historic Resources Technical Report
- Historic Buildings Assessment Report

NOISE (OPTIONAL)

Task 1. Noise Technical Report – At the direction of the City, NV5 will evaluate local acoustical impacts to assess potential noise impacts associated with the construction phase for the proposed project site. NV5 will request the construction equipment, quantities, and schedule from the City to perform this task. The noise analysis will evaluate the impact of the on-site construction noise on the nearest sensitive receptors including the effect of the construction noise on any preserved species to comply with the San Diego Multiple Species Conservation Program (MSCP) and associated biological resources regulations for work within and adjacent to MHPA. The threshold of significance will be determined using the General Plan and the local ordinances including zoning codes. NV5 will complete the following activities:

- NV5 to prepare a noise analysis to evaluate the expected onsite construction noise impact associated with this project.
- NV5 will evaluate construction noise based on the thresholds outlined in the City's General Plan and local ordinances. Based on the evaluation, NV5 will determine if mitigation measures are to be expected in addition to City's typical construction regulations.
- If requested, supporting assessment for Noise analysis for construction related activities will be provided and will comply with City requirements. Three rounds of review are included in this task.

Deliverables:

- Noise Technical Report

SLOPE ANALYSIS (OPTIONAL)

Task 1. Slope Analysis. At the request of the City, NV5 will prepare a slope analysis based on previously prepared topographic survey to determine slopes that are 25% and greater and the proposed encroachment in accordance with City code section 143.0110 and the City of San Diego Land Development Manual Volume 1, Chapter 1 Project Submittal Requirements Section 4 Development Permits/Approvals.

2. Local Requirement Support (Optional)

Task 1. Information Bulletin 511 Historical and Biological Support – City of San Diego may require Information Bulletin 511 (IB-511) be submitted as part of the review for impacts to Steep Hillsides per the San Diego Municipal Code. At the City’s direction, NV5 will prepare relevant documentation needed to support the IB-511 application package, if required. The IB-511 application package will be submitted electronically to the City.

3. Environmental Project Management

Task 1. Technical Project Coordination – A NV5 Environmental Project Manager and assistant will coordinate and support the various specialty studies with the completion of the CEQA document to ensure an on-time delivery. This manager will provide technical expertise and administrative support to the subject matter experts.

Task 2. Project Meetings – NV5 environmental staff anticipate attending up to eight (8) 1-hour project meetings with the client over the course of this work. Attendance at the meetings will include the Environmental Manager and appropriate technical staff.

Task 3. GIS Support – NV5 GIS technical staff will provide support for the technical studies to be prepared.

Task 4. Technical QA/QC – NV5 technical experts will review technical report studies for quality and accuracy.

NV5 will complete the following activities:

- NV5 to coordinate technical studies and team administration.
- NV5 to attend project progress meetings.
- NV5 to support the development of a GIS database for technical studies.
- NV5 to provide technical experts to conduct quality and accuracy review of technical studies.

Deliverables:

- Biological Resources Survey Letter
- Historical Resources Survey Letter

III. DESIGN DEVELOPMENT PHASE

Upon complete submission and approval of pre-design deliverables, NV5 will proceed with the design development phase. During this phase the design team will develop a Basis of Design (BOD) Report which will serve to provide a project baseline, narrative and overview of how the final design of the project was determined. The BOD Report will be used to guide the team in their completion of various design stages. All documents produced in this phase will be submitted to the City for their comments and approval.

F. TECHNICAL MEMORANDUM/BASIS OF DESIGN (BOD) REPORT SUBMITTAL AND REVIEW

Task 1. Preparation of Basis of Design Report – NV5 will develop a Technical Memorandum (TM)/BOD Report by researching and reviewing the required standards, and will develop summary tables of City standards, specifications, manuals, City and regulatory agency requirements for design and design calculations required for this project by various

disciplines. NV5 will include a section for required permits in this document. It will also include the QA/QC requirements and a copy of the Quality Management Plan (QMP) for the team to follow to assure all standards are correctly followed and implemented. Upon completion of the report, NV5 will submit a copy to the City for their review and comment.

Task 2. Review and Address City Comments - Upon receipt of the City review comments, NV5 will review and address the comments. In case of any questions, NV5 PM will meet with the reviewers to resolve any controversial comments.

Task 3. Update Basis of Design Documents (BOD) - NV5 will update the BOD Report per the agreed upon comments received. This document will be reviewed regularly and will be updated as necessary. This document will be used by all disciplines throughout the design process of this project.

G. 30% DESIGN

NV5 will prepare a comprehensive 30% design package including design drawings (civil, drainage, structural, electrical, and landscape), a SWPPP, an outline of the specifications. NV5 will use the BOD Report and City of San Diego guidelines for the design and preparation of the 30% design documents. NV5 will submit a detailed 30% design package for City's formal review and comment. The 30% design package will incorporate the City's comments from the TM/BOD Report. NV5 will provide quality control review of all deliverables per the NV5 QMP to assure they meet the requirements of the agreed upon scope of services. The City review and comment period is assumed to be at least six (6) weeks. The City will submit their 30% comments after completion of the 30% submittal review.

4. Design Drawings

CIVIL

NV5 will prepare a 30% set of drawing per the requirements and standards stated in the BOD. The drawings will be prepared with the required scales on a City provided title block in MicroStation CADD Software. It is assumed the City will provide a copy of their cell library for MicroStation.

30% Civil Plans will include:

- Task 1. Title Sheet
- Task 2. Notes Sheets
- Task 3. Key Map / Index Sheet
- Task 4. Horizontal and Vertical Control
- Task 5. Details (will be provided at 60% phase)
- Task 6. Demolition Plan
- Task 7. Staging Access Plan
- Task 8. Grading & Drainage Plan
- Task 9. Improvement Plans (will be provided at 60% phase)
- Task 10. Bio Retention Plan (will be provided at 60% phase)
- Task 11. Erosion Control Plan (will be provided at 60% phase)

DRAINAGE

Task 1. Hydrology Study - NV5 will perform a hydrologic analysis, following the City of San Diego methodology, to determine the surface runoff (discharges), with various return periods

that will drain to the project site. The watershed will be delineated based on the topographic data that will be surveyed for the project site and the immediate vicinity supplemented with available topographic data from public domain websites for the areas that are not covered in the topographic survey. Both the onsite runoff and the offsite site runoff will be included in the hydrology study. The onsite runoff is generated over the hill on the immediate top the slope, the offsite runoff is generated over the hills off of the project site and drains to the side ditch along the access road on the northeast hill of the project site.

Task 2. Hydraulic Study to Size Drainage Facilities - NV5 will perform a hydraulic analysis to size the new drainage facilities that are appropriate for conveying both onsite runoff and the offsite flow. The offsite flow will occur if the offsite runoff overtops the road on the northeast hill and drains to the project site. The offsite flow will be determined through a hydraulic analysis that will be conducted for the drainage ditch along the access road and the road (with curbs) itself. The design parameters of the drainage facilities will be determined based on the hydraulic analysis.

Task 3. Drainage Study Report - NV5 will prepare a report to summarize the drainage study and design parameters of the drainage facilities.

Task 4. Drainage Plan and Details - Drainage plan and details will be prepared as part of the grading plan.

STRUCTURAL

Task 1. Review Preliminary Geotechnical Report - NV5 will review the geotechnical report and the recommendations for design of the retaining wall.

Task 2. Prepare Design Alternatives (Max. 2) - NV5 will prepare and propose two (2) alternatives for design of the retaining wall to the City for selection.

Task 3. Preliminary Plan & Profile Sheet (2 Alternatives) - NV5 will prepare plan and profile sheets for the proposed wall options and will submit them to the City for their review and selection.

Task 4. Preliminary Cost Estimate - NV5 will prepare two (2) cost estimates for the proposed walls and will submit to the City along with the alternatives for their decision and selection.

ELECTRICAL

NV5 will provide the electrical design to protect in place or relocate underground electrical conduits as required for the design to stabilize the slope above the Otay RWPS. As part of this work NV5 will:

- Design the relocation of existing receptacle to the existing electrical vault.
- Coordinate with the team for the ongoing project (Installation of new generator for the Otay RWPS). Specifically, check that the new generator pad and conduit routing are coordinated with the slope stabilization and any footings.
- Provide Title 24 forms for permitting.

The electrical plans will include:

- Task 1. Electrical Legend and General Notes
- Task 2. Electrical Site Plan(s)

LANDSCAPE

Task 1. Preliminary Landscape Concept Plan - The Preliminary Landscape Concept Plan (LCP) will depict the type, size, and general location of existing and new landscape improvements. As-built plan information will be supplemented with observation in the field to inventory the existing planting, retaining walls, overhead utilities, and general conditions. The proposed landscape improvements will generally indicate the plant materials list, type of planting themes, erosion control and BMP measures, California natives hydroseeding and container plant locations and shall reference recommendations for plant palette per the City project biologist. The LCP will be prepared and submitted for review and approval of a single concept by the City for use in the preparation of construction documents. All concepts shall be developed in compliance with City of San Diego standards, including the Landscape Regulations, Land Development Manual, Biological Resources Guidelines, and Revegetation & Erosion Control Guidelines with the intention of attaining coverage per the City's success criteria.

Task 2. Preliminary Concept Statement - A concept statement shall be prepared explaining the landscape restoration goals and objectives for attaining a successful establishment of California native plantings on the disturbed areas of the site and best treatments for storm water bioretention basins as needed per grading and drainage requirements as determined during the engineering design phases.

2. Specifications (Outline Specifications)

NV5 will prepare and submit a 30% outline specifications per the 2021 "GREENBOOK" Standard Specifications for Public Works Construction.

3. Preliminary Opinion of Probable Construction Cost

NV5 will provide a preliminary opinion of probable construction cost, per the cost estimate requirements for City of San Diego.

4. QA/QC

All deliverables included in the 30% design package will go through QA/QC review based on the NV5 QMP.

30% DESIGN DELIVERABLES

- An approved TM/BOD Report with comments addressed
- Geotechnical Report (PDF)
- Drainage Report (PDF)
- 30% design drawings in full-size and half-size (hard copy and PDF)
- Civil Drawings:
 - Existing utilities plotted; existing facility horizontal controls and elevations confirmed with current survey, and demolition plans
 - All major system structures located

- Preliminary drawings include site layout, yard piping, electrical conduits, and major grading elements.
- Drainage Drawings:
 - Drainage plan and details
- Structural Drawings:
 - Preliminary plan and profile sheet (2 alternatives)
- Electrical Drawings:
 - Electrical site plans with legends and notes
- Landscape Architectural Drawings:
 - Preliminary landscape concept plan
 - Preliminary concept statement.
- 30% outline specifications with table of contents (PDF)
- 30% design calculations (PDF)
- 30% preliminary opinion of probable construction cost (PDF)
- 30% design review checklist (PDF)
- 30% CADD Files

H. 60% DESIGN

Prior to start of the 60% design phase, NV5 will review and address the 30% design comments received from the City. NV5 will prepare and submit a detailed 60% design package per the TM/BOD Report for City's formal review and comment. The 60% design package will incorporate the City and stakeholder's 30% comments on the TM/BOD Report.

NV5 will provide an internal quality control review of the deliverables per the NV5 QMP to verify they meet the requirements of the agreed upon scope of services. 60% design deliverables will be submitted to the City for review and comment. The City review duration is assumed to be at least six (6) Weeks.

1. Design Drawings

CIVIL

NV5 team will prepare a 60% set of drawings per the requirements and standards stated in the BOD Report. This task includes support needed to complete the IB-511 application as part of the environmental review process, if required for the selected alternative. It is assumed that plans developed under this task will be sufficient to satisfy the requirements of IB-511 application.

Civil Plans will be advanced to 60% level and include:

- Task 1. Title Sheet
- Task 2. Notes Sheets
- Task 3. Key Map / Index Sheet
- Task 4. Horizontal and Vertical Control
- Task 5. Details
- Task 6. Demolition Plan

- Task 7. Staging Access Plan
- Task 8. Grading & Drainage Plan
- Task 9. Improvement Plans (site and paving plan)
- Task 10. Bio-Retention Plan
- Task 11. Erosion Control Plan

DRAINAGE

Task 1. Drainage report will be updated per the City comments and advanced to final design. Drainage design will also be advanced to 60% design.

STRUCTURAL

Based on the City's selected alternative for the wall type, NV5 will prepare the following:

Task 1. Wall Design – The selected alternative wall will be designed in accordance with the BOD Report structural design standards.

Task 2. Wall Plan and Details – NV5 will prepare wall plan, profile, and detail drawings for the selected alternative for the wall. The drawings will be prepared per the City's drafting plan preparation standards.

Task 3. Prepare Wall Quantities – NV5 will prepare detailed wall quantity calculations.

It should be noted that it is anticipated that only the top of the two existing 48-inch pipelines will be exposed and therefore preparation of pipe supports has not been included.

ELECTRICAL

NV5 will prepare 60% electrical drawings which will include the following:

- Task 1. Electrical Legends and General Notes
- Task 2. Electrical Site Plan(s)
- Task 3. Electrical Details

LANDSCAPE

Task 1. Revegetation Landscape Plan – A draft plan set will be prepared for review and in coordination with the other project disciplines. Plans will be prepared in accordance with City of San Diego Landscape Standards. The submittals will include the preparation of 24"x36" sheets, at a scale of 1"=20'.

The preliminary design plan set will include the following drawings:

- Planting List, Legend and Notes indicating the botanical and common names, required container sizes, height and spread, and any special characteristics. Notes will indicate the special requirements for tree, shrub, hydroseeding and native seed materials or applications. (1 Sheet)
- Revegetation Planting Plans indicating the tree, shrub and hydroseeding locations, sizes, types, and quantities, typical installation requirements, and plant botanical and common names. Tree removal and relocation shall also be indicated. (2 Sheets)

- Erosion Control Plans indicating materials required for the stabilization of all disturbed soils within the project footprint. Materials shall include fiber rolls, silt fences, gravel bags, temporary hydroseeding, mulches or over site soil coverings for compliance with City of San Diego erosion control standards. (2 Sheets)
- Planting Plans indicating the tree, shrub and groundcover plant locations, sizes, types, and quantities, root barrier locations, typical installation requirements, and plant botanical and common names. Tree removal and relocation shall also be indicated. (2 Sheets)
- Irrigation List, Legend and Notes indicating the irrigation equipment proposed for use on the project with specific requirements for inclusion for each component. (1 Sheet)
- Irrigation Plans indicating diagrammatic locations, types, and sizes, of all proposed irrigation materials, including points of connection, backflow preventers, automated irrigation controllers, remote control valves, master valves, flow sensors, conduit, piping, and emission devices. Existing irrigation systems will be inventoried, and notes provided on the plans indicating possible points of connection. The Consultant will coordinate with the Electrical Engineer to determine electrical supply and phone services to the automated controller locations, if available. Solar or battery controls will be considered. (2 Sheets)
- Planting and Irrigation Details indicating the typical installation requirements for shrub planting and hydroseeding applications and irrigation components. (2 Sheets)
- Irrigation Efficiency Calculations shall be prepared to determine the estimated water usage, maximum allowable water applied, and total water usage and estimated cost per year. Landscaping shall be designed to provide water-savings and efficient irrigation systems for compliance with State Landscape Model Water Efficiency Ordinance.

Task 2. Soils Management Report - Soil sampling of the landscape areas within the limits of work will be performed per the requirements of the Model Water Efficient Landscape Ordinance. Soil samples will be tested by an independent soils laboratory and the findings and recommendations will be incorporated into the project specifications and Soils Management Report and Soils Management Plan, if needed. The Consultant will prepare the specifications to require the Contractor to perform the following:

- Obtain soil samples within station site limits of work. Sampling will be a mixture of soil from depths ranging 6" -12" in areas where proposed landscape improvements will be installed.
- Obtain up to three (3) samples within the project limits.
- Submit the samples to an independent soils laboratory for soil testing and amendment recommendations.
- Incorporate soil report findings into the project planting submittal process for review by the Landscape Architect.
- Provide a soils management plan incorporating the findings and recommendations of the soils report into the final landscape restoration soils preparation for optimal success and establishment of native landscaping on disturbed slopes.

2. Storm Water Requirements Application Checklist (DS-560)

Task 1. Review Site Information – NV5 will review the site condition and available information prior to completing of the check list DS-560.

Task 2. Prepare Storm Water Application Check List DS-560 – NV5 will prepare and submit a completed DS-560 Storm Water Requirements Applicability Checklist to the City.

Task 3. Determination of Need for SWPPP / WPCP

NV5 will review the project footprint and the plans at 60% design Phase to determine the need for preparation of SWPPP or WPCP. After establishing the type of the required plan, NV5 will include that in the Specification for preparation and submittal to the City by the contractor during construction. The contractor must prepare the selected plan in compliant with the 2009 California General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (CGP) as amended to identify the appropriate BMPs and PRDs for the project as defined in the 60% package.

The plan must be prepared by a QSD and shall incorporate a variety of BMP methodologies to meet compliance requirements.

3. WQMP

NV5 will prepare a preliminary (60%) Storm Water Quality Management Plan (WQMP) following considerations and requirements for controlling discharges of pollutants in storm water associated with construction and permanent phases of the project. The report will be prepared by a Registered Civil Engineer in compliance with the City of San Diego 2018 Stormwater Standards Manual (Updated on 2021). This task includes responding to up to one (1) round of plan check comments from the City.

4. Specifications

NV5 will address 30% comments and prepare a 60% level specifications per the 2021 "GREENBOOK" Standard Specifications for Public Works Construction.

5. Opinion of Probable Construction Cost

NV5 will update the preliminary cost estimate and will provide a 60% opinion of probable construction cost per the cost estimate requirements for City of San Diego.

6. QA/QC

All deliverables included in the 60% design package will go through QA/QC review based on the NV5 QMP.

60% DESIGN DELIVERABLES

- Preliminary Title 24 forms (PDF),
- Completed DS-560 Storm Water Requirements Applicability Checklist (PDF)
- Approved copy of the geotechnical report
- 60% design drawings (including civil, drainage, structural, electrical, and landscape planting and irrigation) with all 30% comments incorporated and with complete list of construction contract drawings in full-size and half-size (hard copy and PDF)
- Design calculation package completed and reviewed

- Landscape Soils Management Report
- Revegetation Plans
- 60% Specifications (PDF)
- 60% Opinion of Probable Construction Cost (PDF)
- 60% Design review checklist (PDF)
- Water Quality Management Plan (WQMP) (PDF)
- Erosion Control Plans

I. 100% DESIGN SUBMITTAL AND REVIEW

Prior to start of the 100% design phase, NV5 will review and address the 60% design comments received from the City. NV5 will prepare and submit detailed 100% design package per the TM/BOD Report for the City's formal review and comment. The 100% design package will incorporate the City and stakeholder's 60% comments.

NV5 will provide internal quality control review of all deliverables per the NV5 QMP to verify they meet the requirements of the agreed upon scope of services. 100% design deliverables will be submitted to the City for review and comments. The City review duration is assumed to be at least six (6) weeks.

1. Design Drawings

NV5 team will add additional notes, details, annotations, and other required design elements to elevate the drawings to 100% level for the various disciplines. Landscape drawings at this phase will include; plant list, planting plans, irrigation sprinkler schedule and notes, irrigation plans and planting, and irrigation details.

2. WQMP

NV5 will address the 60% comments received from the City and finalize the WQMP. The final plan will be submitted as part of the 100% deliverables.

3. Specifications

NV5 will address 60% comments and prepare a 100% level specifications per the 2021 "GREENBOOK" Standard Specifications for Public Works Construction. NV5, per the City's request, will provide language in the specifications for the contractor to assess the condition of the two (2) existing 48" diameter CML&C steel pipelines to confirm that there is no settlement due to the project.

4. Opinion of Probable Construction Cost

NV5 will finalize the quantities and update the preliminary opinion of probable construction cost per the City's requirements.

5. QA/QC

All deliverable for the 100% design package will go through QA/QC review in accordance with the NV5 QMP.

100% DESIGN DELIVERABLES

- Comments from all 60% design submittal reviews incorporated
- All calculations completed (PDF)
- Signed Title 24 forms (original signed forms, PDF)
- 100% design drawings completed for all disciplines in full-size and half-size (hard copy and PDF)
- Landscape irrigation efficiency calculations (PDF)
- Water Quality Management Plan (PDF)
- Erosion Control Plans
- 100% Specifications (PDF)
- 100% Estimate of Probable Construction Cost (PDF)
- 100% design review checklist (PDF)
- Preliminary O&M Manual (for irrigation)
- Submittal master and tracking list (PDF)
- 100% CADD Files

J. FINAL DESIGN SUBMITTAL AND REVIEW

NV5 will prepare and submit a final design package for advertisement and bidding. The design package will incorporate the City's 100% design comments. Allow at least six (6) weeks for City to review plans and return comments. The final submittals will include the items shown below:

FINAL DESIGN DELIVERABLES

- Final Drainage Report (PDF)
- Final Geotechnical Report (PDF)

1. Design Drawings

- Signed full sized and half sized drawings (hard copy and PDF)
- Final Design CADD files (.DGN)

2. WQMP

- Final WQMP (PDF)

3. Specifications

- Final Specifications (Word and PDF)

4. Opinion of Probable Construction Cost

- Final project Opinion of Probable Construction Cost, including escalation for market conditions, equipment escalation for inflation (PDF), and one version in City's cost estimating format (excel), and (PDF)

5. QA/QC

- NV5 will review all deliverables in accordance with the NV5 QMP to verify requirements of the agreed upon scope of services have been met.

6. Permitting

- Plans will be processed and permitted for building permit for construction; NV5 will provide DSD coordination, prepare applications, review processes, perform delivery/pickup of plans, and provide plans and technical specifications as required for the completion of required permits. (3 iterations of reviews to address comments by DSD are assumed.) This permitting activity does not include environmental or associated discretionary permits.
- NV5 will work to obtain the necessary encroachment and right of entry permits when required.
- NV5 is not responsible for any fees associated with permitting. Permit fees shall be paid by the City.

ASSUMPTIONS

SURVEY

- Based on preliminary discussions with City staff at the Otay Water Facility, NV5 assumes that it will be granted permission to fly the drone over the site to survey current conditions.
- The proposed limits of the survey area is outlined in red in Figure A above.

ENVIRONMENTAL

- NV5 assumes project will qualify for CEQA Mitigated Negative Declaration.
- NV5 assumes presence of biologically sensitive habitat.
- NV5 assumes the City will conduct AB-52 consultation as necessary.
- NV5 assumes no federal or state funding will be utilized for the project.
- All slope rehabilitation activities will occur within the existing slope footprint.

CIVIL

- NV5 assumes west side of the pump station building has sufficient room to accommodate a roadway width of 12'-0" minimum with proper clearance to the building.
- NV5 assumes that the area of parking lot north of the pump station building allows for proper turning radius for City maintenance vehicles.
- NV5 assumes no ADA ramp is required.
- NV5 assumes concrete pad for crane is not needed since there is an internal hoist for removal of the pumps in the building.
- NV5 assumes no work shall be done in the pump station building.

STRUCTURAL

- NV5 assumes the wall will be designed at the base of the slope with a 2:1 slope behind the wall.
- NV5 assumes the wall will be designed as a cast-in-place concrete wall with maximum 20' height.
- NV5 assumes architectural features on the face of the wall will be limited to standard form liners.

LANDSCAPE

- All base information shall be provided by the City in MicroStation or AutoCAD format.
- All DGN working drawings submitted to the City shall conform to City CAD standards and applicable City colors tables.
- Irrigation systems shall be designed to match existing water type (potable water),
- City or its consultant shall prepare plans and details for roadways, decorative fencing, retaining walls, structures, enclosures, etc.
- City shall provide all existing utility information for use in preparing base information for planting and irrigation drawings.
- Water sources including water meters and service line sizes, as required for new irrigation systems, shall be specified by Civil Engineer.
- Electrical Engineer shall specify all electrical and phone line services to new irrigation controller locations, if needed.
- It is anticipated that irrigation systems will be potable and designed accordingly per City standards.

EXCLUSIONS

SURVEY

- Any items not listed in the scope of survey are excluded from this scope of work.

ENVIRONMENTAL

- Does not include the preparation of the CEQA document.
- Does not include state or federal jurisdictional wetland delineation study.
- Does not include local, state, or federal permitting.
- All services not specifically indicated in the above scope of work are excluded.
- Air Quality and Greenhouse Gas analyses are excluded.
- Wetland Delineation is excluded.
- Delineation of an Ordinary High Water Mark (OHWM) is excluded.
- Prepare a Wetland Delineation Report to address OHWM and wetland impacts is excluded.
- Preparation of a Nation Wide or Individual Clean Water Act Permit is excluded.
- Flow monitoring is excluded.
- Noise control design is excluded.
- The Habitat Revegetation Plan excludes construction installation, monitoring, and post-installation performance monitoring.

CIVIL

- Any work within the Pump Station Building is excluded.
- Addition of a concrete slab on the surface adjacent to the pump station is excluded.

STRUCTURAL

- Design of all wall types with the exception of Cast-in-Place Concrete wall are excluded.

LANDSCAPE

- Any services not specifically provided for in the above scope can be provided upon written request and will be billed as Additional Services and performed at our current hourly rates.

- Soil horticultural analysis and/or testing.
- Planting or improvements beyond the project boundaries.
- ADA access drawings, studies, compliance analysis from public right-of-way to project limits.
- Water management plan.
- Phasing of construction drawings requiring multiple plan submittals in addition to those listed in the scope of services.
- Plan submittals in addition to those listed in the scope of services.
- Bid services, forms and documents, excluding plans and specifications.
- Bid or contract administration.
- Site observations in addition to those listed in the scope of services.
- Construction staking on site or selection of plant material at nursery.
- Colored presentation drawings, in addition to those listed in the scope of services.
- Perspective presentation drawing, computer simulations or Sketchup Models in addition to those listed in the scope above.
- Plant establishment monitoring.
- Processing submittals through or obtaining approvals from the governing agencies in addition to that which is listed in the scope.
- Meetings and/or presentations to public agencies or group in addition to those listed in the scope of services.
- Revisions required to the documents due to revisions in the base map or subject project area.
- Revisions to the construction documents as a result of design changes to the approved landscape concept design, General Development Plan, or Master Plan.
- Revisions to the design concept and/or construction documents due to changes to applicable codes, laws and regulations after the execution of this agreement.
- Revisions to the construction documents required as a result of the construction administration process.
- Deliverables in addition to those listed in the scope of services.
- Deliverables such as prints, mounted boards, etc. as well as deliveries, mileage, etc.
- Deliverables in addition to those listed in the scope of services.

END SCOPE OF SERVICES

TIME SCHEDULE

Task Name	Start after NTP	Finish after NTP
Preliminary Design	0 weeks	3 Months
30% Design	3 Months	6 Months
30% Design City Review	6 Months	8 Months
60% Design	8 Months	13 Months
60% Design City Review	13 Months	15 Months
100% Design	15 Months	17 Months
100% Design City Review	17 Months	19 Months
Final PS&E	19 Months	20 Months
Building Permit and Environmental Processing	20 Months	36 Months

Project Completion – 36 Months (from date of Notice to Proceed)

NOTE: All work must be completed by the Agreement's expiration date stated in Section 2.1.

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

CONSULTANT REQUIREMENTS

TABLE OF CONTENTS

I. City’s Equal Opportunity Commitment.....1

II. Nondiscrimination in Contracting Ordinance1

III. Equal Employment Opportunity Outreach Program2

IV. Small and Local Business Program.....2

V. Demonstrated Commitment to Equal Opportunity.....3

VI. Definitions.....4

VII. Certification.....5

VIII. List of Attachments.....5

AA. Disclosure of Discrimination Complaints6

BB. Work Force Report.....10

CC. Subcontractors List.....11

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

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

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

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

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

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

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

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

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

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

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

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

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

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

V. Maintaining Participation Levels.

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

VI. Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VII. Certifications.

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

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

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

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

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

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

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

VIII. List of Attachments.

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

DISCLOSURE OF DISCRIMINATION COMPLAINTS

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

CHECK ONE BOX ONLY.

- The undersigned certifies that within the past 10 years the Design Professional has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Design Professional discriminated against its employees, subcontractors, vendors or suppliers.

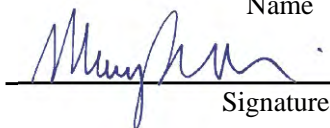
- The undersigned certifies that within the past 10 years the Design Professional has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Design Professional discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

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

Design Professional Name NV5, Inc.

Certified By MaryJo O'Brien Title CAO

Name


Signature

Date 01.12.23

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.

NO OTHER FORMS WILL BE ACCEPTED
CONTRACTOR IDENTIFICATION

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

Name of Company: NV5, Inc.

ADA/DBA:

Address (Corporate Headquarters, where applicable): 15092 Avenue of Science, Suite 200

City: San Diego County: San Diego State: CA Zip: 92128

Telephone Number: 858.385.0500 Fax Number: 858.385.0400

Name of Company CEO: Dickerson Wright

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

Address:

City: County: State: Zip:

Telephone Number: Fax Number: Email:

Type of Business: Engineering Consulting Type of License:

The Company has appointed: MaryJo OBrien

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: 15092 Avenue of Science, Ste 200, San Diego, CA 92128

Telephone Number: 858 385-2136 Fax Number: Email: maryjo.obrien@nv5.com

- [X] 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 NV5, Inc. (Firm Name)

San Diego, CA hereby certify that information provided (County) (State)

herein is true and correct. This document was executed on this 12th day of January, 20. 23

(Authorized Signature)

MaryJo OBrien (Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: DATE: NV5, Inc 01.12.23

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

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

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial	1		8	2	2	3				1	39	13		
Professional		1	15	5	10	3		1		1	39	12	2	2
A&E, Science, Computer														
Technical	1		33	8	5	2	1				55	15	7	1
Sales											1			
Administrative Support	2		1	8	2	6					7	22		3
Services														
Crafts			3											
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column	4	1	60	23	19	14	1	1	0	2	141	62	9	6
--------------------	---	---	----	----	----	----	---	---	---	---	-----	----	---	---

Grand Total All Employees	343
---------------------------	-----

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

Disabled			3	1	1						3			
----------	--	--	---	---	---	--	--	--	--	--	---	--	--	--

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

Work Force Report

HISTORY

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

WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report¹. By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county². If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate Work Force Reports representing your firm from each of the three counties.

MANAGING OFFICE WORK FORCE

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

TYPES OF WORK FORCE REPORTS:

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

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

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

RACE/ETHNICITY CATEGORIES

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

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

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

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

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

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

Exhibit A: Work Force Report Job categories–Administration

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

Management & Financial

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

Professional

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

Architecture & Engineering, Science, Computer

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

Technical

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

Sales

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

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers

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

Services

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

Crafts

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

Woodworkers

Operative Workers

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

Transportation

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

Laborers

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

SUBCONTRACTOR PARTICIPATION LIST

This list shall include the name and complete address of all Subcontractors who qualify as 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**
Reddy Engineering Services, 9655 Granite Ridge Dr., San Diego, CA 92123	Landscape	15	ELBE, DBE	San Diego, Caltrans
West Coast Civil, 9740 Appaloosa Rd. Suite 200, San Diego, CA, 92131	Civil Engineering and MicroStation Drafting	7	SMBE, DBE	Caltrans, Clatrans
Red Tail Monitoring & Research, Inc. 529 Simpson Way, Escondido, CA 92029	Native American Monitoring	<1%	ELBE, MBE, DBE	San Diego, CPUC, Caltrans
Tom Cobos, Inc., 1020 E. Vermont Ave., Anaheim, CA 92805	Transportation and disposal of excess soil cuttings or IDW	<1%	OBE	N/A

List of Abbreviations:

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

* Listed for informational purposes only.

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

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

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

2 California Code of Regulations defines a “consultant” as an individual who, pursuant to a contract with a state or local government agency, either makes a governmental decision or serves in a staff capacity with the state or local government agency and in that capacity participates in making a governmental decision.

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

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

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

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

DISCLOSURE DETERMINATION FOR CONSULTANT

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

- 1. Department / Board / Commission / Agency Name: Engineering and Capital Projects
- 2. Name of Specific Consultant & Company: NV5, Inc.
- 3. Address, City, State, ZIP: 15092 Avenue of Science, Suite 200, San Diego, CA 92128
- 4. Project Title (as shown on 1472, "Request for Council Action"): Otay RWPS Slope Repair
- 5. Consultant Duties for Project: Professional design and design-construction support 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.

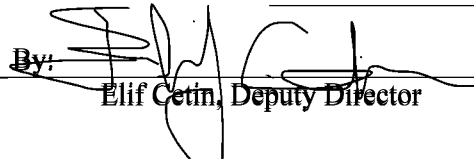
- or -

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: 
Elif Cetin, Deputy Director

12/29/2022
[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.

CITY OF SAN DIEGO CONSULTANT PERFORMANCE EVALUATION

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

Section I PROJECT INFORMATION

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

Section II SPECIFIC RATINGS

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

Section II

SPECIFIC RATINGS Continued

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

Section III

SUPPLEMENTAL INFORMATION

(Please ensure to attach additional documentation as needed.)

(Supporting documentation attached: Yes No)

Section IV

FINAL RATING

4. OVERALL RATING			
Consultant Rating	Excellent	Satisfactory	Unsatisfactory
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. AUTHORIZING SIGNATURES			
5a. Project Manager _____			
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:

DESIGN OF OTAY RAW WATER PUMP STATION SLOPE REPAIR, CONTRACT NUMBER: H2225982

B. BIDDER PROPOSER INFORMATION

NV5, Inc.

Legal Name	San Diego	DBA	
15092 Avenue of Science, Suite 200		CA	92128
Street Address	City	State	Zip
Darab Bouzarjomehri, Senior Project Manager	858-385-2171	858-385-0400	
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.

Darab Bouzarjomehri	Senior Project Manager + Civil Lead
Name	Title/Position
San Marcos, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
<1% owner interest in NV5	
Interest in the transaction	
Cynthia Peraza	Regional Manager/Principal-in-Charge
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
<1% owner interest in NV5	
Interest in the transaction	
Jack Abcarius	Associate/QAQC Director + Structural Lead
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
<1% owner interest in NV5	
Interest in the transaction	
Joel Paulson	Survey Manager
Name	Title/Position
San Marcos, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
<1% owner interest in NV5	
Interest in the transaction	
Carl Henderson	Chief Diversity Officer, VP Geotechnical Services West/Geotechnical Manager
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
<1% owner interest in NV5	
Interest in the transaction	
Thomas Acuna	Environmental Manager
Name	Title/Position
Encinitas, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
<1% owner interest in NV5	
Interest in the transaction	
Julian Palacios	Associate/Water + Pump Station Manager
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
<1% owner interest in NV5	
Interest in the transaction	

Use Attachment "A" if additional pages are necessary.

C. OWNERSHIP AND NAME CHANGES:

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

Yes No

If Yes, use Attachment "A" to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?

Yes No

If Yes, use Attachment "A" to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

D. BUSINESS ORGANIZATION/STRUCTURE:

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment "A" if more space is required.

Corporation

Date incorporated: 09 / 23 / 1957 State of incorporation: California

List corporation's current officers:

President: Dickerson Wright

Vice Pres.: _____

Secretary: MaryJo OBrien

Treasurer: Edward Codispoti

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:

Dickerson Wright

Limited Liability Company

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

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

Partnership

Date formed: ____/____/____

State of formation: _____

List names of all firm partners:

Sole Proprietorship Date started: ____/____/____

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

Joint Venture Date formed: ____/____/____

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

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

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

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

Yes No

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

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

Yes No

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

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?

Yes No

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

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

Yes No

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

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

Yes No

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

6. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

Name of Bank: Bank of America

Point of Contact: Marcos Cordero

Address: 401 E Las Olas Blvd – Floor 18, Fort Lauderdale, FL 33301

Phone Number: 954.765.2517

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

F. PERFORMANCE HISTORY:

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

Yes No

If Yes, use Attachment "A" to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Company Name: County of Imperial

Contact Name and Phone Number: John Gay, PE, Director of Public Works

Contact Email: johngay@co.imperial.ca.us

Address: 1002 State St. El Centro, CA 92243

Contract Date: 2020-ongoing

Contract Amount: \$217,000

Requirements of Contract: Civil Engineering for Sidewalk Improvements and Utility Relocation

Company Name: City of Oceanside

Contact Name and Phone Number: David Toschak, Senior Civil Engineer

Contact Email: DToschak@oceansideca.org

Address: 300 N Coast Hwy, Oceanside, CA 92054

Contract Date: 2020-2021

Contract Amount: \$85,000

Requirements of Contract: Civil Engineering for Beachfront Improvements

Company Name: City of La Mesa

Contact Name and Phone Number: Hamed Hashmian, PE, Acting City Engineer

Contact Email: hhashemian@cityoflamesa.us

Address: 8130 Allison Ave, La Mesa, CA 91942

Contract Date: 2021

Contract Amount: \$170,000

Requirements of Contract: Civil Engineering for Collier Park Phase II

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: Reddy Engineering Services

Contact Name and Phone Number: David Preciado, RLA, 619.887.0833

Contact Email: david@reddyengineering.com

Address: 9655 Granite Ridge Dr., San Diego, CA 92123

Contract Date: Est. Jan. 2023

Sub-Contract Dollar Amount: TBD

Requirements of Contract: Landscape

What portion of work will be assigned to this subcontractor: 15%

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 10 / 06 / 2022

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).

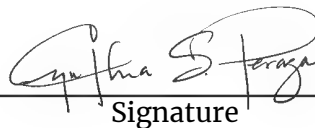
(c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).

(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.

Cynthia Peraza, Regional Manager
Name and Title


Signature

01/12/2023
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.

B. BIDDER PROPOSER INFORMATION	
Wenkai Qin	Senior Project Manager/Hydrology+Hydraulics Lead
Name Irvine, CA	Title/Position
City and State of Residence <1% owner interest in NV5	Employer (if different than Bidder/Proposer)
Interest in the transaction	
J. STATEMENT OF SUBCONTRACTORS:	
<p>Company Name: West Coast Civil Consultants Contact Name and Phone Number: Kyle O. McCarty, PE, PMP, CQM, 858.869.1332 Contact Email: Kyle@WestCoastCivil.com Address: 9740 Appaloosa Rd. Suite 200, San Diego, CA 9213 Contract Date: Est. Jan. 2023; Sub-Contract Dollar Amount: TBD Requirements of Contract: Civil engineering, Microstation Drafting What portion of work will be assigned to this subcontractor: 7%</p>	
Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Check One) Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
<p>Company Name: Red Tail Monitoring & Research, Inc. dba Red Tail Environmental Contact Name and Phone Number: Clint Linton, 760.803.5694 Contact Email: clint@redtailenvironmental.com Address: 1529 Simpson Way, Escondido, CA 92029 Contract Date: Est. Jan. 2023; Sub-Contract Dollar Amount: TBD Requirements of Contract: Native American Monitoring What portion of work will be assigned to this subcontractor: <1%</p>	
Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Check One) Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
<p>Company Name: Tom Cobos, Inc. DBA Enviro-Guard Contact Name and Phone Number: Tom Cobos, 714.526.2510 Contact Email: tomc@enviro-guard.net Address: 1020 E. Vermont Avenue, Anaheim, CA 92805 Contract Date: Est. Jan. 2023; Sub-Contract Dollar Amount: TBD Requirements of Contract: Transportation and disposal of excess soil cuttings or IDW What portion of work will be assigned to this subcontractor: <1%</p>	
Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Check One) Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	

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.

Cynthia Peraza, Regional Manager  01/12/2023

 Print Name, Title Signature Date