

REQUEST FOR COUNCIL ACTION CITY OF SAN DIEGO	CERTIFICATE NUMBER (FOR COMPTROLLER'S USE ONLY) n/a
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TO: CITY COUNCIL	FROM (ORIGINATING DEPARTMENT): Public Works/Engineering	DATE: 8/26/2016
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SUBJECT: Torrey Pines Slope Restoration Project - Second Amendment to the Agreement with Leighton and Associates, Inc.

PRIMARY CONTACT (NAME, PHONE): Abi Palaseyed, 533-4654 908A	SECONDARY CONTACT (NAME, PHONE): Jamal Batta, 533-7482 908A
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COMPLETE FOR ACCOUNTING PURPOSES

FUND					
FUNCTIONAL AREA					
COST CENTER					
GENERAL LEDGER ACCT					
WBS OR INTERNAL ORDER					
CAPITAL PROJECT No.					
AMOUNT	0.00	0.00	0.00	0.00	0.00



FUND					
FUNCTIONAL AREA					
COST CENTER					
GENERAL LEDGER ACCT					
WBS OR INTERNAL ORDER					
CAPITAL PROJECT No.					
AMOUNT	0.00	0.00	0.00	0.00	0.00

COST SUMMARY (IF APPLICABLE): Original Contract: \$174,000
 First Amendment: \$29,900.00
 Second Amendment:(This action) \$0.00
 Total Contract Amount: \$203,900.00

This is a no cost amendment. Amendment is for time extension only.

ROUTING AND APPROVALS

CONTRIBUTORS/REVIEWERS:	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
Financial Management	ORIG DEPT.	Gibson, Marnell	09/26/2016
Comptroller	CFO		
Equal Opportunity Contracting	DEPUTY CHIEF	Gomez, Paz	10/18/2016
Environmental Analysis	COO		
Liaison Office	CITY ATTORNEY		
	COUNCIL PRESIDENTS OFFICE		

PREPARATION OF: RESOLUTIONS ORDINANCE(S) AGREEMENT(S) DEED(S)

1. The Mayor or his designee is authorized to execute a Second Amendment to the agreement with Leighton & Associates, Inc. to extend the design services and construction support in CIP S-00877, Torrey Pines Slope Restoration. This amendment is at zero cost to the City of San Diego.

STAFF RECOMMENDATIONS:
Adopt the Ordinance

SPECIAL CONDITIONS (REFER TO A.R. 3.20 FOR INFORMATION ON COMPLETING THIS SECTION)

COUNCIL DISTRICT(S): 1, Lightner

COMMUNITY AREA(S): La Jolla

ENVIRONMENTAL IMPACT: This project is statutorily exempt from CEQA pursuant to State CEQA Guidelines, Section 15302 (Replacement & Reconstruction). This activity is part of a series of subsequent discretionary actions, and therefore not considered to be a separate project for purposes of CEQA review as defined in State CEQA Guidelines Section §15378(c), and there is no change in circumstance, additional information or project changes to warrant additional environmental review
A NORA was posted 10/8/13 and no appeals were filed.

CITY CLERK INSTRUCTIONS: This item is subject to Charter Section 99 (10 day published notice, approval by Ordinance and 6 votes required)

**COUNCIL ACTION
EXECUTIVE SUMMARY SHEET
CITY OF SAN DIEGO**

DATE: 8/26/2016

ORIGINATING DEPARTMENT: Public Works/Engineering

SUBJECT: Torrey Pines Slope Restoration Project - Second Amendment to the Agreement with Leighton and Associates, Inc.

COUNCIL DISTRICT(S): 1, Lightner

CONTACT/PHONE NUMBER: Abi Palaseyed/533-4654 908A

DESCRIPTIVE SUMMARY OF ITEM:

This action is to execute the Second Amendment to the Agreement with Leighton & Associates, Inc. for design services for the Torrey Pines Slope Restoration Project. These services include design and construction support. This action will extend the existing agreement through April 2021.

STAFF RECOMMENDATION:

Adopt the Ordinance

EXECUTIVE SUMMARY OF ITEM BACKGROUND:

The Torrey Pines Slope Restoration Project is located within the La Jolla area along Torrey Pines Road and consists of removing the remaining existing gunnite wall and replacing it with a soil nail wall approximately 350-feet in length at a maximum height of 25-feet.

Leighton and Associates entered into an agreement on September 8, 2010 to provide professional services including construction support. This original contract was amended to include an expansion of the existing scope which included additional wall treatments and design work associated with this. The second amendment will be a "no cost" amendment to extend the contract duration to enable the consultant to complete the design and provide construction support. The amendment will extend the existing contract past the 5-year limit and be retroactive to September 2, 2015.

In the time since Sept 2015 the project team and the community have been working together to gain consensus on the final wall type and its finishes which were needed in order to move forward with this amendment. The scope of work will remain as indicated in the previous agreements. The total cost for these services including all amendments is \$203,900.00.

CITY STRATEGIC PLAN GOAL(S)/OBJECTIVE(S):

Goal # 2: Work in partnership with all of our communities to achieve safe and livable neighborhoods

Objective # 3: Invest in infrastructure

FISCAL CONSIDERATIONS:

The total cost for design services is \$203,900.00 which includes the original contract of \$174,000, and the first amendment for \$29,900.00. This amendment has no cost affiliated with it.

EQUAL OPPORTUNITY CONTRACTING INFORMATION (IF APPLICABLE):

This agreement is subject to the City's Equal Opportunity Contracting (San Diego Ordinance No. 18173, Section 22.2701 through 22.2708) and Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Section 22.3501 through 22.3517).

PREVIOUS COUNCIL and/or COMMITTEE ACTION (describe any changes made to the item from what was presented at committee):

On May 24, 2010, the City of San Diego executed a Mayoral action for the agreement, Contract No. H105104, with Leighton and Associates and authorizing the expenditure of \$174,000 from Fund 400624, and on November 12, 2014, the City executed the First Amendment to the Agreement with Leighton and Associates and authorizing the additional expenditure of \$29,900 from Fund 400169.

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:

Meetings have been held with the community during design phase.

Dec 17, 2013: Project approved by the La Jolla Shores Advisory Board

May 7, 2014: Meeting with La Jolla Community Planning Association

Oct 19, 2015: Meeting with all parties(City/community)

April 7, 2016: Project approved by the La Jolla Community Planning Association

Outreach will continue through the construction phase

KEY STAKEHOLDERS AND PROJECTED IMPACTS:

City of San Diego, La Jolla, and Leighton & Associates, Inc.

Gibson, Marnell

Originating Department

Gomez, Paz

Deputy Chief/Chief Operating Officer

DOCKET SUPPORTING INFORMATION
CITY OF SAN DIEGO
EQUAL OPPORTUNITY CONTRACTING PROGRAM EVALUATION

DATE:
September 29, 2016

SUBJECT: Torrey Pines Slope Restoration Project - Second Amendment to the Agreement with Leighton and Associates, Inc.

GENERAL CONTRACT INFORMATION

Recommended Consultant: Leighton & Associates, Inc. (Not Certified, M Cauc)
Amount of this Action: \$ No Cost (Amendment 2)
Previous Actions: \$ 203,900.00 (Original agreement and Amendment 1)
Cumulative Amount: \$ 203,900.00
Funding Source: City of San Diego
Goal: 20% Voluntary

SUBCONSULTANT PARTICIPATION

	<u>This Action</u>		<u>Cumulative</u>	
Earth Support Systems Inc (Not Certified, M Cauc)	\$ 0.00	0.00%	\$ 8,300.00	4.07%
Van Dyke Landscape (Not Certified, M Cauc)	\$ 0.00	0.00%	\$ 0.00	0.00%
MARRS Services Inc (DBE/MBE/WBE, F As. Am.)	\$ 0.00	0.00%	\$ 14,800.00	7.26%
Total Certified Participation	\$ 0.00	0.00%	\$ 14,800.00	7.26%
Total Non-Certified Participation	\$ 0.00	0.00%	\$ 8,300.00	4.07%
Total Subcontractor Participation	\$ 0.00	0.00%	\$ 23,100.00.	11.33%

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

Equal Opportunity: Required

Leighton & Associates, Inc. submitted a Work Force Report for their San Diego employees dated, September 27, 2016 indicating 21 employees in their Administrative Work Force.

The Work Force Report Analysis reflects under representations in the following categories:

The Administrative Work Force indicates under representation in the following any categories.

Asian, Filipino and Female in A&E, Science and Computer
Asian and Female in Technical

This agreement is subject to the City's Equal Employment Opportunity Outreach Program (San Diego Ordinance No. 18173, Section 22.2701 through 22.2708) and Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517).

ADDITIONAL COMMENTS

(H105104) Amendment No. 2, Original commitment participation; 28% OBE

RW



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

WORK FORCE REPORT

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

NO OTHER FORMS WILL BE ACCEPTED
CONTRACTOR IDENTIFICATION

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

Name of Company: Leighton and Associates, Inc.

ADA/DBA: N/A

Address (Corporate Headquarters, where applicable): 17781 Cowan

City: Irvine County: Orange State: CA Zip: 92614

Telephone Number: () (949) 250-1421 Fax Number: () (949) 250-1114

Name of Company CEO: Andrew Price

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

Address: 3934 Murphy Cayon Road, Suite B205

City: San Diego County: San Diego State: CA Zip: 92123

Telephone Number: () (858) 292-8030 Fax Number: () (858) 292-0771 Email: dolson@leightongroup.com

Type of Business: CA-Corporation Type of License: A 858635 w/ Hazardous Materials Certification

The Company has appointed: Michelle Le, Human Resources Generalist

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: 17781 Cowan, Irvine, CA 92614

Telephone Number: () (949) 681-4248 Fax Number: () (949) 250-1114 Email: mle@leightongroup.com

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

Check the box above that applies to this WFR.

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

I, the undersigned representative of Leighton and Associates, Inc.

(Firm Name)

San Diego, CA hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 27 day of September, 2016



(Authorized Signature)

Andrew A. Price

(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: Leighton and Associates, Inc.

DATE: September 27, 2016

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

COUNTY: San Diego

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

- (1) Black, African-American
- (2) Hispanic, Latino, Mexican-American, Puerto Rican
- (3) Asian
- (4) American Indian, Eskimo
- (5) Filipino, Asian Pacific Islander
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

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

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

Totals Each Column	1		2						1	1	14	1		1
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Grand Total All Employees 21

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

Disabled														
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Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 3

NAME OF FIRM: Leighton and Associates, Inc.

DATE: September 27, 2016

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

COUNTY: San Diego

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

- (1) Black, African-American
- (2) Hispanic, Latino, Mexican-American, Puerto Rican
- (3) Asian
- (4) American Indian, Eskimo
- (5) Filipino, Asian Pacific Islander
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

TRADE OCCUPATIONAL CATEGORY	(1) African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian		(5) Asian Pacific Islander		(6) Caucasian		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
	Brick, Block or Stone Masons													
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														
Totals Each Column														
Grand Total All Employees	N/A													
Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:														
Disabled														



CITY OF SAN DIEGO 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 (African-American, Hispanic or Latino, Asian, American Indian, Asian Pacific Islander, Caucasian, and Other Ethnicities) for each occupation. Currently, our CLFA data is taken from the 2010 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

WORK FORCE & BRANCH WORK FORCE REPORTS

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

Sacramento County, we ask for separate 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.*

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

Exhibit B: Work Force Report Job categories-Trade

Brick, Block or Stone Masons

Brickmasons and Blockmasons
Stonemasons

Carpenters

Carpet, floor and Tile Installers and Finishers

Carpet Installers
Floor Layers, except Carpet, Wood and Hard Tiles
Floor Sanders and Finishers
Tile and Marble Setters

Cement Masons, Concrete Finishers

Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

Construction Laborers

Drywall Installers, Ceiling Tile Inst

Drywall and Ceiling Tile Installers
Tapers

Electricians

Elevator Installers and Repairers

First-Line Supervisors/Managers

First-line Supervisors/Managers of Construction Trades and Extraction Workers

Glaziers

Helpers, Construction Trade

Brickmasons, Blockmasons, and Tile and Marble Setters
Carpenters
Electricians
Painters, Paperhangers, Plasterers and Stucco
Pipelayers, Plumbers, Pipefitters and Steamfitters
Roofers
All other Construction Trades

Millwrights

Heating, Air Conditioning and Refrigeration Mechanics and Installers
Mechanical Door Repairers
Control and Valve Installers and Repairers
Other Installation, Maintenance and Repair Occupations

Misc. Const. Equipment Operators

Paving, Surfacing and Tamping Equipment Operators
Pile-Driver Operators
Operating Engineers and Other Construction Equipment Operators

Painters, Const. Maintenance

Painters, Construction and Maintenance
Paperhangers

Pipelayers and Plumbers

Pipelayers
Plumbers, Pipefitters and Steamfitters

Plasterers and Stucco Masons

Roofers

Security Guards & Surveillance Officers

Sheet Metal Workers

Structural Iron and Steel Workers

Welding, Soldering and Brazing Workers

Welders, Cutter, Solderers and Brazers
Welding, Soldering and Brazing Machine Setter, Operators and Tenders

Workers, Extractive Crafts, Miners



THE CITY OF SAN DIEGO

Request for Human Resources Approval for Purchase Requisition (Contacting Out Review Request Form)

AUG 25 2016

Requesting Department: E&CP / ROW Drainage Design Division

Vendor Name: Leighton & Associates

WBS No. or Project Title: S-00877 Torrey Pines Road Slope Restoration

Purchase Requisition # (if available): N/A

Department Contact: Jason Guise x34665

Date of Request: 8/22/16

Contract Amount/Estimate: \$ 0.00

Contract/Service Duration: 3 years

Litigation Services (if applicable): Yes or No

Deputy City Attorney Assigned/Contact: _____

P-Card Purchase (if applicable): Yes or No

*NOTE: Please provide a description of the activity/services requested and what the request to contract out work will cover.
(Please use plain language for the terms/definitions)*

Please submit request to HumanResources@saniego.gov or MS 56L

Question	Department Response
What is the contract/service for? (Please be specific as to the scope of work)	This is the second amendment to the original contract to provide geotechnical evaluation work as well as structural and civil engineering needed to design a soil nail wall
What is the location of the project/service?	Torrey Pines Road
Are City employees currently performing any of the work?	No
Do City employees currently have the expertise to do this work in-house? If not, why not?	No. The work is specialized and needs a consultant to do the work

Will any City employees be displaced as a result of this contract/service?	No
If this is a renewal of an existing contract, how long have these services been contracted out?	Renewal Original contract September 2009
Is this a Public Works project? * (i.e. construction, reconstruction or repair of City buildings, street or other facilities)	Yes
Is this a Tenant Improvement project? * (i.e. changes to the interior of a City facility, such as floors, wall coverings, shelves, ceilings, windows, partitions, etc.)	No
Was another Department contacted to determine if they can or do perform this service (i.e. Streets, Facilities, etc.)? If so, please attach communication. If not, why was another Department not contacted?	No Geotechnical + Structural Engineering and Project List

**NOTE: If Public Works project (\$100,000 in labor costs or less) or Tenant Improvement project (\$250,000 in labor costs or less) requires HR review/approval. All other contracts require HR review/approval regardless of dollar amount. Remember – Departments cannot intentionally bundle services to avoid the threshold labor costs.*

HUMAN RESOURCES DEPARTMENT USE ONLY

APPROVED

Based on the Department's representation, this contract is _____ from a labor relations perspective.



Human Resources Department Liaison

8/25/16

Date

SECOND AMENDMENT TO AGREEMENT

This Second Amendment to the Agreement for the *Torrey Pines Road Slope Repair Project* (Contract No. H105104) dated **September 8, 2010** [Agreement], is hereby entered into by and between the City of San Diego [City], a municipal corporation, and *Leighton & Associates, Inc.* [Design Professional].

R E C I T A L S

A. The City and Design Professional [collectively referenced herein as the "Parties"] entered into the Agreement, which is on file in the Office of the City Clerk as Document No. **C-15343**, to provide *engineering services* for the *Torrey Pines Road Slope Repair Project* [Project].

B. As the Agreement expired on September 2, 2015, the Parties desire to effect a retroactive extension of the Agreement duration with a "no cost" amendment.

NOW, THEREFORE, in consideration of the Recitals stated above and incorporated herein by this reference and the mutual obligations of the Parties expressed herein, the Parties agree to modify the Agreement, which is incorporated herein by reference, as follows:

1. DELETE Section 1.1 in its entirety and REPLACE with the following:

"1.1. Scope of Services. The Design Professional shall perform Professional Services as set forth in the written Scope of Services [Exhibits A and A-1] at the direction of the City as specifically enumerated in the Compensation and Fee Schedule [Exhibits B and B-1], and in accordance with the Time Schedule [Exhibits C and C-2]."

2. DELETE Section 1.4 in its entirety and REPLACE with the following:

"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 (Exhibits A and A-1), Compensation and Fee Schedule (Exhibits B and B-1), or Time Schedule (Exhibits C and C-2), 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."

3. DELETE Section 2.1 in its entirety and REPLACE with the following:

"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 **April 29, 2021** whichever is the earliest."

4. DELETE Section 2.2 in its entirety and REPLACE with the following:

“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 (Exhibits A and A-1) is set forth in the Time Schedule (Exhibits C and C-2).”

5. DELETE Section 2.3 in its entirety and REPLACE with the following:

“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 (Exhibits C and C-2). 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.”

6. DELETE Section 3.2 in its entirety and REPLACE with the following:

“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 (Exhibits A and A-1). 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 (Exhibits B and B-1). The City will pay the Design Professional for the performance of Additional Services in accordance with Section 3.3.”

7. DELETE Section 3.3 in its entirety and REPLACE with the following:

“3.3 Manner of Payment. The City shall pay the Design Professional in accordance with the Compensation and Fee Schedule (Exhibits B and B-1). 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.”

8. DELETE Section 3.5 in its entirety and REPLACE with the following:

“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 (Exhibits A and A-1) appears that it may be greater than the maximum compensation for this Agreement.”

9. DELETE Section 4.3.1.4 in its entirety and REPLACE with the following:

“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.”

10. DELETE Section 4.3.3.1 in its entirety and REPLACE with the following:

“**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.”

11. DELETE Section 4.6.2 in its entirety and REPLACE with the following:

“**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.”

12. The terms Consultant and Design Professional are used interchangeably in the Agreement and First Amendment, and both terms shall mean and refer to Leighton and Associates, Inc.

13. The Exhibit C-2 (Time Schedule) attachment is incorporated herein and replaces Exhibit C-1 (Time Schedule).

14. This Second Amendment shall be effective as of September 3, 2015.

15. The Parties agree that this Second Amendment to the Agreement represents the entire understanding of the Design Professional and the City and affects only those paragraphs referred to, and all other terms and conditions of the Agreement remain in full force and effect.

The remainder of this page has been intentionally left blank.

CITY OF SAN DIEGO
REQUEST FOR
MAYORAL ACTION

TO: MAYOR	FROM: Engineering & Capital Projects/Right-of-Way	DATE: 5/24/2010
----------------------------	---	---------------------------

SUBJECT:
Torrey Pines Road Slope Repair – Consultant Agreement with Leighton and Associates, Inc.

- ACTION REQUESTED:**
1. Executing, for and on behalf of the City of San Diego, the Agreement with Leighton and Associates, Inc for Professional Services for the Torrey Pines Road Slope Repair; and
 2. Authorizing the expenditure of \$174,000 from Torrey Pines Road Slope Repair, CIP S-00877

SUPPORTING INFORMATION:

Background: In 2001, through a competitive process, the City entered into an Engineering Consultant Services Agreement with Leighton and Associates, Inc to provide civil engineering services for the subject project. The project was then put on hold in 2006 for lack of funding. The design is currently 85% complete and has recently received the necessary funding. The construction documents including plans and specifications can now be completed by Leighton and Associates to meet current City design standards. The Purchasing and Contracting Department has approved this sole source contract in accordance to the San Diego Municipal Code Sections 22.3212 (e) & 22.3037 and based on the following reason:

- Another consultant adopting Leighton and Associates design would be infeasible and more time consuming due to the need to review the project in greater detail and to take on the design liability provided by the original consultant. As a result this would create a greater expense, and/or a setback of at least one year to the schedule.

15262

Environmental Impact: This project is not subject to CEQA pursuant to section 15060 (c) 3 while in the design phase. Before construction begins, CEQA clearance will be obtained.

Fiscal Impact: The total fee for providing professional services under this agreement is \$174,000. Funds are available in the CIP S-00877 Torrey Pines Road Slope Repair, Fund 400624, Deferred Maintenance.

Council District: 1
Community Area: La Jolla
Attachments: Sole Source Memo, Agreement

Document No. C-15343
Filed SEP 08 2010
Office of the City Clerk
San Diego, California

PLEASE ROUTE TO THE APPROPRIATE AUTHORITY

ROUTING AND APPROVAL			
ACCOUNTING INFORMATION	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE
FUND 400624	ORIGINATING DEPARTMENT	<i>[Signature]</i>	6/14/2010
FUNCTIONAL AREA DEMA-00000000-STR	EAS	<i>[Signature]</i>	6/17/2010
COST CENTER 2113120013	EOCP	<i>[Signature]</i>	7/7/10
GENERAL LEDGER ACCT 512028	FINANCIAL MANAGEMENT	<i>[Signature]</i>	7/15/10
WBS or INTERNAL ORDER S-00877	COMPTROLLER	<i>[Signature]</i>	7/20/10
CAPITAL PROJECT NO.	DEPUTY CHIEF	<i>[Signature]</i>	7/21/10
FACILITY	ORIGINATING DEPARTMENT	<i>[Signature]</i>	7/22/10
AMOUNT \$174,000	PURCHASING & CONTRACTING	<i>[Signature]</i>	9/1/10
ESTIMATED COST: \$174,000	CITY ATTORNEY	<i>[Signature]</i>	9/2/2010
COMPTROLLER'S CERTIFICATE: (FOR COMPTROLLER'S USE ONLY) 10006507	CITY CLERK	<i>[Signature]</i>	9-8-10
FOR INFORMATION CONTACT:			
NAME: Danny Schrotberger <i>DS JB</i>			
MAIL STATION: 908A			
TELEPHONE NUMBER: 533-7465			

DUPLICATE ORIGINAL

**AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND
LEIGHTON AND ASSOCIATES, INC.
FOR
TORREY PINES ROAD SLOPE REPAIR
CONTRACT NUMBER: H105104**

Document No. **C- 15343**
Filed **SEP 08 2010**
Office of the City Clerk
San Diego, California

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**LUMP SUM AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND LEIGHTON AND ASSOCIATES, INC.
FOR DESIGN PROFESSIONAL SERVICES**

THIS Agreement is made and entered into between the City of San Diego, a municipal corporation [City], and Leighton and Associates, Inc. [Design Professional] for the Design Professional to provide Professional Services to the City for the Torrey Pines Road Slope Restoration (H105104) [Project].

RECITALS

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

1.3 City Modification of Scope of Services. The City may, without invalidating this Agreement, order changes in the Scope of Services by altering, adding to or deducting from the Professional Services to be performed. All such changes shall be in writing and shall be performed in accordance with the provisions of this Agreement. If any such changes cause an increase or decrease in the Design Professional's cost of, or the time required for, the performance of any of the Professional Services, the Design Professional shall immediately notify the City. If the City deems it appropriate, an equitable adjustment to the Design Professional's compensation or time for performance may be made, provided that any adjustment must be approved by both Parties in writing in accordance with Section 9.1 of this Agreement.

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

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

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

ARTICLE II

DURATION OF AGREEMENT

2.1 Term of Agreement. This Agreement shall be effective on the date it is executed by the last Party to sign the Agreement, and approved by the City Attorney in accordance with San Diego Charter Section 40. Unless otherwise terminated, it shall be effective until completion of the Scope of Services or December 31, 2012 whichever is the earliest but not to exceed five years unless approved by City 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, in a lump sum amount not to exceed \$174,000. The compensation for the Scope of Services shall not exceed \$174,000, and the compensation for Additional Services (described in Section 3.2), if any, shall not exceed \$0.

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 design consultant firm using the degree of care and skill ordinarily exercised by reputable professionals practicing in the same field of service in the State of California. Where approval by the City, the Mayor or his designee, or other representatives of the City is required, it is understood to be general approval only and does not relieve the Design Professional of responsibility for complying with all applicable laws, codes, and good consulting practices.

4.2 Right to Audit.

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

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

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

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

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

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

4.3 Insurance. The Design Professional shall not begin the Professional Services under this Agreement until it has: (a) obtained, and provided to the City, insurance certificates and endorsements reflecting evidence of all insurance required in Article IV, Section 4.3.1; however, the City reserves the right to request, and the Design Professional shall submit, copies of any policy upon reasonable request by the City; (b) obtained City approval of each company or companies as required by Article IV, Section 4.3.3; and (c) confirmed that all policies contain the specific provisions required in Article IV, Section 4.3.4. Design Professional's liabilities, including but not limited to Design Professional's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Except as provided for under California law, all policies of insurance required hereunder must provide that

the City is entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies. Maintenance of specified insurance coverage is a material element of this Agreement and Design Professional's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of contract by the City.

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

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

4.3.1.1 Commercial General Liability. Commercial General Liability (CGL) Insurance written on an ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of \$1 million per occurrence and subject to an annual aggregate of \$2 million. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

4.3.1.2 Commercial Automobile Liability. For all of the Design Professional's automobiles including owned, hired and non-owned automobiles, the Design Professional shall keep in full force and effect, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1 million per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

4.3.1.3 Workers' Compensation. For all of the Design Professional's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, the Design Professional shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide a minimum of \$1 million of employers' liability coverage, and the Design Professional shall provide an endorsement that the insurer waives the right of subrogation against the City and its respective elected officials, officers, employees, agents and representatives.

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

4.3.2 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 Contract or in the Special General Conditions 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 Eligible Surplus Lines Insurers (LESLI 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 Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of (a) ongoing operations performed by you or on your behalf, (b) your products, (c) your work, including but not limited to your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled or used by you.

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

4.3.4.2 Automobile Liability Insurance Endorsements

ADDITIONAL INSURED. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Design Professional.

4.3.4.3 Worker's Compensation and Employer's Liability Insurance

Endorsements.

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

4.3.5 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 BB) 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 additional Subcontractor Services, the Design Professional shall give written notice to the City of the need, at least forty-five days before entering into a contract for such Subcontractor Services. The Design Professional's notice shall include a justification, a description of the scope of work, and an estimate of all costs for the Subcontractor Services. The Design Professional may request that the City reduce the forty-five day notice period. 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 Each Subcontractor shall obtain insurance policies which shall be kept in full force and effect during any and all work on this Project and for the duration of this Agreement. Each Subcontractor shall obtain, and the Design Professional shall require the Subcontractor to obtain, all policies described in Section 4.3.1.

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 Activity Report. The Design Professional shall submit statistical information to the City as requested in the City's Contract Activity Report (Exhibit D Attachment CC). The statistical information shall include the amount of subcontracting provided by firms during the period covered by the Contract Activity Report. With the Contract Activity Report, the Design Professional shall provide an invoice from each Subcontractor listed in the report. The Design Professional agrees to issue payment to each firm listed in the Report within fourteen working days of receiving payment from the City for Subcontractor Services as described in Section 4.4.1.

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, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of Subcontractors, vendors or suppliers. The Design Professional shall provide equal opportunity for Subcontractors to participate in subcontracting opportunities. The Design Professional understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions. This language shall be in contracts between the Design Professional and any Subcontractors, vendors and suppliers.

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

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

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

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

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

4.7.4 Subcontractor's Agreements. The Design Professional further certifies that each contract for Subcontractor Services for this Project shall contain language that binds the Subcontractor to comply with the provisions of Article IV, Section 4.7 of this Agreement, as

required by Sections 2.A.(1) through (3) of Council Policy 100-17. Design Professionals and Subcontractors shall be individually responsible for their own drug-free work place program.

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

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

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

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

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

interest code. A Form 700 (Leaving Office Statement) shall also be filed when the individual discontinues services under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

individual retained by the City, has a competitive advantage and as such is ineligible to participate in that Design-Build competition.

4.18 Storm Water Management Discharge Control. Unless specifically removed from the Scope of Work (Exhibit A), the Design Professional shall comply with Section 43.03 of the San Diego Municipal Code, Storm Water Management Discharge Control, and any and all Best Management Practice guidelines and pollution elimination requirements as may be established by the Enforcement Official. Further, the Design Professional shall prepare and incorporate into the construction documents a Storm Water Pollution Prevention Plan (SWPPP) to be implemented by the contractor during Project construction. Where applicable, the SWPPP shall comply with both the California Regional Water Quality Control Board Statewide General Construction Storm Water permit and National Pollution Discharge Elimination System permit requirements and any municipal regulations adopted pursuant to the permits.

4.19 ADA Certification. The Consultant 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.

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, attorney's 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 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 Contractor, including its employees, and independent Subcontractor(s), shall not assert any common law or statutory patent, copyright, trademark, or any other intellectual proprietary right to the City to the deliverable Materials.

8.2. Rights in Data. All rights (including, but not limited to publication(s), registration of copyright(s), and trademark(s) in the Deliverable Materials, developed by the Contractor, including its employees, agents, talent and independent Subcontractors pursuant to

this Agreement are the sole property of the City. The Design Professional, including its employees, agents, talent, and independent Subcontractor(s), may not use any such Product 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(s) to the City, the agreement between Design Professional and the Subcontractor [Subcontractor Agreement] shall include a statement that identifies that the Deliverable/Work product as a "work-for hire" as defined in the Act and that all intellectual property rights in the Deliverable/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, including all copyrights and other intellectual property rights. City shall have the right to review any Subcontractor agreement for compliance with this provision.

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

8.7 Intellectual Property Warranty and Indemnification. Design Professional represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this contract are either original, not encumbered and do not infringe upon the

copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Design Professional to produce, at Design Professional's own expense, new non-infringing materials, deliverables or Works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Design Professional further agrees to indemnify and hold harmless the City, its 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 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, attorney's 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 and Capital Projects Department, c/o Danny Schrotberger, MS 908A, 600 B Street, Suite 800, San Diego, CA 92101, and notice to the Design Professional shall be addressed to: Leighton and Associates, Inc., 3934 Murphy Canyon Road, Suite B-205, San Diego, CA 92123.

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: Willaim (Dave) Olson, PE, Willaim S. Fischetti, PE, Mitch Phillippe, and Farouq Qureshi [Project Team]. Accordingly, performance of Professional Services on the Project 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 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 the Project.

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 and Attorney Fees. 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. The

prevailing Party in any such suit or proceeding shall be entitled to a reasonable award of attorney fees in addition to any other award made in such suit or proceeding.

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

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

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

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

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

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

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

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

control. Each Party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Agreement.

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

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

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

9.22 Vendor Registration. All consultants wishing to conduct business with the City of San Diego, or those intending to compete for City contracts, must submit a completed Vendor Registration Form (Exhibit I) to the City of San Diego's Purchasing & Contracting Department. This form must be received by the City prior to competing for or being awarded any contracts.

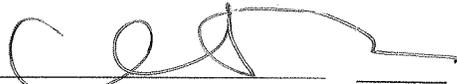
9.23 Contractor Standards. This Agreement is subject to the Contractor Standards clause of the Municipal Code Chapter 2, Article 2, Division 32 adopted by Ordinance No. O-19383. All consultants are required to complete the Contractor Standards Pledge of Compliance included herein as (Exhibit J). The Contractor Standards are available online at www.sandiego.gov/purchasing/vendor/index.shtml or by request from the Purchasing & Contracting Department by calling (619) 236-6000.

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IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor, pursuant to San Diego Municipal Code 22.3223, authorizing such execution, and by the Design Professional pursuant to Certificate of Secretary.

Dated this 1st day of September, 2010

THE CITY OF SAN DIEGO
Mayor or Designee

By: 
W. Downs Prior
Principal Contract Specialist
Purchasing & Contracting

I HEREBY CERTIFY I can legally bind Leighton and Associates, Inc. and that I have read all of this Agreement, this 25th day of JUNE, 2010.

By: 
Michael Stewart
Vice President

I HEREBY APPROVE the form and legality of the foregoing Agreement this 2nd day of September, 2010.

JAN I. GOLDSMITH, City Attorney

By: 
Deputy City Attorney

DESIGN PROFESSIONAL LUMP SUM 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) Work Force Report
 - (BB) Subcontractors List
 - (CC) Contract Activity Report
 - Exhibit E - Consultant Certification for a Drug-Free Workplace
 - Exhibit F - Determination Form
 - Exhibit G - City Council Green Building Policy 900-14
 - Exhibit H - Consultant Evaluation Form
 - Exhibit I - Vendor Registration Form
 - Exhibit J - Contractor Standards Pledge of Compliance
-

EXHIBIT A

SCOPE OF SERVICES

In accordance with your request, the consultant has prepared this updated proposal to provide additional engineering services (i.e., the finalization of the project plans and special provisions that were issued as a 95% submittal in September 2002) for the Torrey Pines Road Slope Reconstruction Project, located in La Jolla, California. In addition, this proposal includes general support services for the project, such as, engineering consultation, attending public meetings and preparing project presentations, and professional engineering quality assurance / quality control (QA/QC) services during construction.

In preparation of this proposal, the consultant has consulted with subconsultants, Earth Support Systems (Soil Nail/Structural Designer), Marrs Services (Civil Engineering) and Van Dyke (Landscape Architect) on the scope of services needed and related costs. Based on discussions with The City, Leighton and Associates (the consultant) and subcontractors, the City and the consultant have developed the following scope of services. It consists of two primary phases: Design Finalization and Construction QA/QC Services. The phases have also been subdivided into tasks, which include finalization of Project Plans and Special Provisions, meetings/presentations, construction field observations, laboratory testing, and construction documentation.

Phase 1 - Design Finalization (without increasing wall)

Task 1 - Plans and Special Provisions (Cost: \$41,500)

For this task, Leighton and Associates and their subconsultants (Earth Support Systems, Marrs Services and Van Dyke) need to retrieve documents from their archived files, perform reviews and make modifications to plans and special provisions. It should be noted that Marrs will need to update the Storm Water Prevention Plan (SWPP) drawings and related Special Provisions to reflect the current standards of practice. Van Dyke will also be modifying and finalizing their plans to replace non-native vegetation with native vegetation in accordance with the La Jolla Town Council letter, dated September 9, 2003. The engineer's construction estimate will then be re-evaluated and revised, as needed. The consultant is not anticipating any additional comments that would require additional engineering analysis and/or design efforts.

The consultant will also perform limited engineering consultation, project administration of the team subconsultants in this task, and preparation of a final document submittal to the City for their use in preparing the contract bid package. The consultant's work on this task will commence after receipt of a signed contract or issuance of a City Work Order and a "notice to proceed". The consultant anticipates that this task will take approximately 6 to 8

weeks to complete based on current status of their work load. A breakdown of the costs for this task by firm is presented below:

Leighton	\$ 20,200
Earth Support Systems	\$ 5,200
Marrs Services	\$ 14,200
Van Dyke	\$ 1,800

Task 2 - Meetings and Presentations (Cost: \$7,100)

The consultant will be providing general support services for the project. These services include preparing project presentations, and participating in public meetings. For the purposes of the consultant's estimate, the City and the consultant have assumed that 2 internal meetings and 3 public meetings will require the consultant's participation. In addition, the City has assumed that the project Landscape Architect, Mr. Mitch Phillippe with Van Dyke, will participate in at least two public meeting.

Phase 2 - Construction QA/QC Services

The proposed scope of Construction QA/QC Services is organized into two tasks: Task 1 - Geotechnical Services during Grading and Soil Nail Installation, and Task 2 - Materials Testing and Special Inspection. Note that the costs for these services are roughly estimated and should be reviewed and refined based on the final plans. Ultimately these services are based on time-and-materials in accordance with the consultant's current 2010 Professional Fee Schedule with a 15% discount (see attached).

Task 1 - Geotechnical Services - Grading and Soil Nail Installation (Estimated Costs: \$65,400)

The consultant's proposed scope of work for testing and observation services during the grading and soil nail operations at the site will include the following, which is based on an assumed duration for construction:

- Attendance at one preconstruction meeting.
 - Testing and observation services during the grading (i.e., site preparation, excavations/footings, utility trench backfills, subgrade preparation, and placement aggregate base) and installation of soil nails. The assumed schedule is up to 400 hours
-

of field technician time, including travel time. The actual construction schedule is dependent upon the contractor's operations and progress.

- Perform in-grading laboratory testing of representative earth materials to determine the following engineering properties: maximum dry density and optimum moisture content (3 tests).
- Conduct site visits during the grading and soil nail construction by the project geologist/engineer and/or field supervisor to observe and evaluate field conditions; provide additional field recommendations, and for verifying substantial conformance with project specifications and geotechnical recommendations (60 field hours including travel time).
- Preparation of a final as-grade report upon completion of the grading presenting the results of the consultant's testing and observation services and summarizing the consultant's findings, conclusions, and recommendations for any subsequent construction.
- Project Set up, Management, Office Engineering, and Client Consultation (60 hours - Associate Geologist/Engineer).

Task 2 - Materials Testing and Special Inspection Services (Estimated Costs: \$60,000)

In anticipation that both full-time and part-time special inspection and testing will be required for the project, the scope of work will consist of Special Inspection and Material Testing Services in support of The City of San Diego's Building Official's requirements. The actual scope of work and/or time required may be different than outlined herein. The proposed scope is based upon the understanding that the project will consist of the following:

- Field special inspections of rebar placement and concrete placement.
 - Field special inspection of gunite placement.
 - Field special inspection of field welding, bolting, and epoxy coating.
 - Verify Mill Certification, sample and test concrete and reinforcement steel
 - Laboratory testing per ASTM specifications of:
 - Concrete, and Gunite Specimens
 - Reinforcement steel
 - Inspector coordination and administrative services
 - Supervision QA/QC and Project Management will be provided by consultant's Civil Engineer of Record and Materials Inspection Manager, as needed.
-

EXHIBIT B

COMPENSATION AND FEE SCHEDULE

2010 DISCOUNTED PROFESSIONAL FEE SCHEDULE
PROFESSIONAL SERVICES

Technical Staff Hourly Rate

Technician I.....	\$71
Technician II.....	75
Senior Technician.....	81
Laborer (Prevailing Wage) **.....	81
Soil/Field Technician (Prevailing Wage) **.....	84
Materials Inspection Manager.....	94
Staff Engineer/Geologist/Scientist/Field Supervisor.....	103
Senior Staff Engineer/Geologist/Scientist.....	117
Operations Manager/Equipment Operator.....	136
Project Engineer/Geologist/Scientist.....	136
Senior Project Engineer/Geologist/Scientist.....	150
Associate.....	168
Principal.....	183
Senior Principal.....	220

Technical Support Staff Hourly Rate

Project Administrator /Word Processor.....	\$66
Information Specialist.....	89
CAD Operator.....	94
GIS Specialist.....	106

Miscellaneous Unit Rate

Vehicle usage.....	\$15 per hour
Nuclear density gauge.....	88 per day
FTP site set up (project-specific).....	75 each

FIELD EQUIPMENT LIST

Task	Equipment, Supplies and Materials	Unit Rate
		\$125 per month
8200	Box of 10 soil drive-sample rings	month
9594	Caution Tape (1000-foot roll)	15 each
9575	Combination Lock or Padlock	15 each
9564	Core Sample Boxes	15 each
9565	Cutoff Saws, reciprocating, electric (Saws-All)	45 per day
9566	D.C. Purging Pump, 3 gpm	25 per day
9555	DOT 55-gallon Containment Drum with lid	60 each
9567	Dissolved Oxygen Meter	40 per day
9537	Generator, portable gasoline fueled, 3,500 watts	75 per day
9538	In-Situ Level Troll 500 (each)	50 per day
9539	In-Situ Troll 9500 Low Flow Water Sampling Equipment	120 per day
9543	Level B Protection (per person)	300 per day
9544	Level C Protection (per person)	180 per day
9574	Magnahelic Gauges, each	10 per day
9511	Mileage (current published IRS rate)	IRS rate/mile
9547	Nitrile Gloves	15 per pair
9522	pH/Conductivity/Temperature Meter	45 per day
9562	Photo-Ionization Detector (PID)	440 per week
9557	Pump, Typhoon 2 or 4 Stage	45 per day
9512	Service Vehicle Usage	150 per day
	Slip / Threaded Cap, 2-inch or 4-inch diameter, PVC	8 each
9581	Schedule 40	
9593	Snow Fence (100-foot roll)	15 per day
9595	Survey/Fence Stakes	5 each
	Submersible Pump, 10 gpm, high powered Grunfos 2-inch with controller	160 per day
9526		
9527	Submersible Sump/Transfer Pump, 10-25 gpm	45 per day
9582	Threaded Cap, Schedule 40 PVC	15 per cap
9585	Tedlar® Bags	15 each
9586	Traffic Cones (≤ 25)/Barricades (single lane)	40 per day
9556	Tubing, clear vinyl 3/8-inch diameter	.45¢ per foot
9528	Turbidity Meter	70 per day
9548	Tyvek® Suit (each)	12 each
9529	Vapor Sampling Box	40 per day
9588	Visqueen, 6-mil, 20 feet x100 feet roll, 6-mil	75 per roll
	Water Level Indicator (electronic well sounder) ≤ 300 feet deep well	40 per day
9536		
9597	Double-Ring Infiltrometer (ASTM D 3385-09) equipment	350 per day

UNIT RATE GEOTECHNICAL (SOILS) LABORATORY TESTING

<u>Task</u>	<u>Classification and Index Properties</u>	<u>Method</u>	<u>Per Test</u>
8002	Moisture Content	ASTM D 2216	\$20
8003	Moisture and Density (Ring Samples)	ASTM D 2937	30
8004	Moisture Content & Density (<i>Shelby tube or requires cutting</i>)	ASTM D 2937	40
8005	Atterberg Limits (3 points)	ASTM D 4318	150
8006	Single Point / Non-plastic	ASTM D 4318	84
8024	Atterberg Limits (Organic)	ASTM D 2487 / 4318	182
8007	Visual classification of point as non-plastic	ASTM D 2488	11
8008	Particle Size: Sieve ONLY (1½-inch to #200)	ASTM D 422	110
8023	Large Sieve (6-inch to #200)	ASTM D 422/C136	175
8009	Hydrometer ONLY	ASTM D 422	110
8010	Sieve + Hydrometer (≤3-inch sieve)	ASTM D 422	185
8011	Dispersive Characteristics of Clay Soil (<i>Double Hydrometer</i>)	ASTM D 4221	89
8012	Specific Gravity: Fine (passing #4)	ASTM D 854 / CTM 207	125
8013	Coarse (retained on #4)	ASTM C 127 / CTM 206	100
8014	Total Porosity – On Shelby tube sample	<i>calculated from density & specific gravity</i>	137
8015	Total Porosity – On other sample		105
8016	Photograph of sample		11
8017	Shrinkage Limits (<i>Wax Method</i>)	ASTM D 4943	126
8018	Pinhole Dispersion	ASTM D 4647	210
8020	Percent Passing #200 Sieve wash ONLY	ASTM D 1140	70
8021	As-Received Moisture and Density (“chunk” or carved samples)		58
8022	Sand Equivalent (SE)	ASTM D 2419 / CTM 217	105
Soil Chemistry and Corrosivity		Method	Per Test
8050	pH	CTM CA Test 532/643	\$42
8051	Electrical Resistivity – single point – in-situ moisture		42
8052	Minimum Resistivity (≥3 moisture content points)	CTM CA Test 532/643	89
8053	pH + Minimum Resistivity	CTM CA Test 532/643	131
8054	Sulfate Content - Gravimetric	CTM CA Test 417 Part II	68
8055	Sulfate Screen	HACH kit	32
8056	Chloride Content	CTM CA Test 422	68
8057	Corrosion Suite: pH, Chloride, Minimum Resistivity & Sulfate (<i>gravimetric</i>)	CTM CA Test 532/643	245
8058	Organic Matter Content	ASTM 2974	63
Shear Strength		Method	Per Test
8070	Pocket Penetrometer		\$16
8072	Direct Shear (3 points) <i>Consolidated Undrained - 0.05 in./min.</i>	ASTM D 3080 mod.	285
8073	Direct Shear (3 points) <i>Consolidated Drained - <0.05 in./min.</i>	ASTM D 3080	345
8074	Residual Shear (price per each additional pass after shear)	EM 1110-2-1906-IXA	70
8075	Remolding or Hand Trimming of specimens (3 points)		90
8076	Oriented or Block Hand Trimming (per hour)		58/hour
8077	Daily equipment usage rate (after 2 days)		35/day
8079	Single Point Shear		105
8080	Torsional Shear		620
Compaction and Pavement Subgrade Tests		Method	Per Test
8094	Standard Proctor Compaction (Maximum Density), 4 points	ASTM D 698	
8092	4 inch diameter mold	Methods A and B	\$182
8093	6 inch diameter mold	Method C	215
	Modified Proctor Compaction (Maximum Density), 4 points	ASTM D 1557-07	
8100	4 inch diameter mold	Methods A and B	220
8101	6 inch diameter mold	Method C	245
8102	Check Point	per point	65

UNIT RATE GEOTECHNICAL (SOILS) LABORATORY TESTING (Continued)

<u>Task</u>	<u>Compaction and Pavement Subgrade Tests (Continued)</u>	<u>Method</u>	<u>Per Test</u>
8000	Relative Compaction of Untreated & Treated Soils & Aggregates (Caltrans CTM 216: Caltrans wet density compaction curve)	CTM 216	\$250
<u>8103</u>	Relative Density (0.1 cubic foot mold)	ASTM D 4253, D 4254	236
<u>8104</u>	California Bearing Ratio (CBR) – 3 point *	ASTM D 1883	500
<u>8105</u>	– 1 point *		184
	* Compaction (Maximum Density) should also be performed – not included in above prices		
<u>8090</u>	R-Value – Untreated	CTM 301	310
<u>8091</u>	R-Value – Lime or cement treated soils ($\leq 7\%$ additive)	CTM 301	338
	Triaxial Tests	Method	Per Test
<u>8120</u>	Unconfined Compression Strength of Cohesive Soil (<i>with stress/strain plot</i>)	ASTM D 2166	\$135
<u>8121</u>	Unconsolidated Undrained Triaxial Compression Test on Cohesive Soils (USACE Q test) (<i>per confining stress</i>)	ASTM D 2850	168
<u>8122</u>	Consolidated Undrained Triaxial Compression Test for Cohesive Soils (CU, USACE R-bar test) with Back Pressure Saturation & Pore Water Pressure Measurement (<i>per confining stress</i>)	ASTM D 4767	375
<u>8127</u>	Consolidated Drained Triaxial Compression Test (CD, USACE S test) with Volume Change Measurement	EM 1110-2-1906(X)	
<u>8123</u>	Sand or silty sand soils (<i>per confining stress</i>)		375
<u>8124</u>	Silt or clayey sand soils (<i>per confining stress</i>)		500
<u>8125</u>	Clay soils (<i>per confining stress</i>)		705
<u>8126</u>	Three-stage Triaxial Tests		Above price + 75%
	Consolidation and Expansion/Swell Tests	Method	Per Test
<u>8140</u>	Consolidation (<i>11 loads up to 16 ksf & unload to 0.25 with strain vs. load curve and one time-rate-of-consolidation curve</i>)	ASTM D 2435	\$195
<u>8141</u>	Each additional Time Curve		45
<u>8142</u>	Each additional load/unload w/o Time Reading		42
<u>8143</u>	Expansion Index (EI)	ASTM D 4829-08	131
<u>8145</u>	Swell/Collapse Test – Method A (<i>Up to 10 load/unloads w/o time curves</i>)	ASTM D 4546-A	289
<u>8146</u>	Single Load Swell/Collapse Test - Method B (<i>Seat, load, and inundate only</i>)	ASTM D 4546-B	105
<u>8148</u>	Collapse Potential of Soils	ASTM D 5333	220
	Hydraulic Tests	Method	Per Test
<u>8162</u>	Triaxial Permeability in Flexible-Wall Permeameter with Backpressure Saturation (at One Effective Stress)	EPA 9100/ASTM D 5084 (Falling Head Method C)	\$310
<u>8163</u>	- Each Additional Effective Stress		121
<u>8164</u>	- Hand Trimming of Soil Samples for Horizontal K		58
<u>8169</u>	Remolding of Test Specimens		58
	Soil-Cement	Method	Per Test
<u>8106</u>	Moisture-Density Relations of Soil-Cement Mixtures	ASTM D 558	\$240
<u>8107</u>	Wet-Dry Durability of Soil-Cement Mixtures*	ASTM D 559	1,205
<u>8130</u>	Compressive Strength of Molded Soil-Cement Cylinders* (per cylinder)	ASTM D 1633	60
<u>8161</u>	Soil-Cement Remolded Specimen* (for shear strength, consolidation, etc.)		236
	*Compaction (ASTM D 558 maximum density) should also be performed – not included in above price		

MATERIALS TESTING AND INSPECTION SCHEDULE OF SERVICES

Special Inspection Services (field)		Prevailing Wage**	Non-Prevailing
6200	Special Inspection Concrete ICC	\$85	\$70
6201	Special Inspection Post-Tension Concrete ICC	85	70
6202	Special Inspection Structural Steel/Welding & Bolting ICC	85	70
6203	Special Inspection Welding AWS/CWI	89	76
6204	Special Inspection Masonry ICC	85	70
6205	Special Inspection Masonry DSA	89	76
6207	Special Inspection Asphalt	85	70
6208	Special Inspection Fireproofing ICC	85	70
6211	Special Inspection Shotcrete or Gunitite ICC	85	70
6212	Special Inspection Shotcrete or Gunitite DSA	89	76
6213	Special Inspection Epoxy Injection & Anchors	85	70
6214	Batch Plant Inspection Concrete/Asphalt	85	70
6217	Fabrication Inspection (Local) AWS/CWI, ICC, Glulam	89	76
6218	Fabrication Inspection (Outside Southern California)	Quote upon request, site-specific	
6219	Inspector Verified Report (DSA-5/DSA-6)	89	76
Technician Services		Prevailing Wage**	Non-Prevailing
6230	ACI Concrete/Rebar Tag & Sample	\$85	\$70
6233	Pachometer Survey	85	70
6234	Schmidt Hammer Survey	85	70
6235	Moisture Testing	85	70
6236	In-situ surface Wenner soil resistance test (including equipment)	100	85
6237	Pull-out Test on Embedded Bolts, Anchors and Dowels (including equipment)	100	85
6238	Earth Anchor Hold Down Test (4 hour, full load application with 5 tests minimum)	Quote upon request, site-specific	
6239	Earth Anchor Hold Down Test (Prelude / short term with full load)	Quote upon request, site-specific	
6240	Coring concrete, masonry or asphalt in the field	Quote upon request, site-specific	
6241	Sawing concrete, masonry or asphalt in the field	Quote upon request, site-specific	
6242	Pick-up and Delivery – (weekdays, per trip, <50 mile radius from Leighton office)		80
6232	Coring and Sizing (in house, at Leighton laboratories)		80
7120	Laboratory Technician (at Leighton laboratories)		80
▫ Portal to Portal			
Task	Concrete Strength Characteristics	Method	Per Test
7200	Concrete Cylinders (6-inch by 12-inch) - Compression	ASTM C 39	\$25
7201	Gunitite /Shotcrete Cores (laboratory coring and testing only)	ASTM C 42	60
7202	Lightweight Fill Concrete (3-inch by 6-inch)	ASTM C 495	30
7203	Compression, Concrete or Masonry Cores (testing only) ≤6-inch diameter	ASTM C 42	40
7220	Trimming concrete cores (per core)		20
7204	Splitting Tensile – 6-inch by 12-inch cylinder	ASTM C 496	50
7205	Flexural Strength of Concrete (Simple Beam with 3rd pt. Loading)	ASTM C 78	65
7206	Mix Design, Determination of Proportions		250
7207	Mix Design, Review of Existing		150
7208	Laboratory Trial Batch with Slump, Unit Weight & Air Content	ASTM C 192	457
7209	6-inch by 12-inch Cylinder, Make and Test (lab trial batch)	ASTM C 192	25
7210	3-inch by 6-inch Grout Prisms, Make and Test (lab trial batch)	ASTM C 192	25
7211	6-inch by 6-inch Flexural Beams, Make and Test (lab trial batch)	ASTM C 192	65
7213	Cylinder molds, 6-inch by 12-inch, 2-inch by 4-inch when not used with testing		3
7214	Unit Weight of Hardened Light weight Concrete	ASTM C 567	50
7215	Rapid Cure Concrete Cylinders (Boil Method)	ASTM C 684	50
7216	Drying Shrinkage (Four Readings, up to 90 days, 3 bars)	ASTM C 157	400
7217	Modulus of Elasticity/Poisson's Ratio 3-inch by 6-inch cores	ASTM C 469	350
7376	Flexural Strength of Concrete (simple beam w/ center point loading) †	CTM 523	65

MATERIALS TESTING AND INSPECTION SCHEDULE OF SERVICES (Continued)

Task	Aggregate Properties	Method	Per Test
7240	Sieve Analysis of Fine and Coarse Aggregate	ASTM C 136	\$135
7241	Sieve Analysis-Finer than #200 (Wash)	ASTM C 117	90
7242	LA Rattler-Smaller Coarse Aggregate <	ASTM C 131	165
7243	LA Rattler-Larger Coarse Aggregate >	ASTM C 535	190
7244	Soundness Magnesium	ASTM C 88	225
7249	Soundness Sodium		650
7245	Organic Impurities	ASTM C 40	90
7246	Clay Lumps, Friable Particles	ASTM C 142	175
7370	Soil & Aggregate Preparation & Sieve (Fine & Coarse Aggregate) ✕	CTM 201 & 202	265
7373	Grading & Specific Gravity Calculation †	CTM 105	80
7247	Durability Index	CTM 229	200
7248	Cleanness Value of Coarse Aggregate	CTM 227	210
Task	Masonry	Method	Per Test
7260	Mortar Cylinders (2-inch by 4-inch)	ASTM C 780	\$25
7261	Mortar Cubes (2-inch by 2-inch)	ASTM C 109	25
7262	Grout Prisms (3-inch by 6-inch)	ASTM C 1019	25
7263	Concrete or Masonry Cores Compression, ≤6-inch diameter (Testing Only)	ASTM C 42	40
7264	CMU Compression (3 required) to size 8-inch by 8-inch by 16-inch	ASTM C 140	45
7265	CMU Compression (3 required) greater than 8-inch by 8-inch by 16-inch	ASTM C 140	50
7266	CMU Moisture Content, Absorption & Unit Weight (6 required)	ASTM C 140	40
7267	Masonry efflorescence (5 required)	ASTM C 67	40
7268	CMU Linear Drying Shrinkage	ASTM C 426	175
7269	CMU Grouted Prisms (compression test ≤ 8 inch by 8-inch by 16-inch)	ASTM E 447	180
7280	CMU Grouted Prisms (compression test > 8-inch by 8-inch by 16-inch)	ASTM E 447	250
7281	Masonry Core-Shear Title 24 (Test Only)		70
7283	Specimen Prep (Sample by others)		50
7284	CMU width, depth and face shell measurements		40
Task	Brick	Method	Per Test
7290	Compression (5 required)	ASTM C 67	\$40
7291	Modulus of Rupture (5 required)	ASTM C 67	40
7292	Absorption, Soak (5 required)	ASTM C 67	40
7293	Absorption, Boil (5 required)	ASTM C 67	50
7294	Absorption, Saturation Coefficient (5 required)	ASTM C 67	50
7295	Initial Rate of Absorption (5 required)	ASTM C 67	40
7296	Efflorescence (5 required)	ASTM C 67	55
7297	Efflorescence with Mortar (5 required)	ASTM C 67	65
Task	Steel Reinforcement	Method	Per Test
7300	Tensile Test, Up to No. 10	ASTM A 370	\$45
7301	Tensile Test, No. 11 and over	ASTM A 370	100
7302	Bend Test, Up to No. 11	ASTM A 370	45
Task	Structural Steel	Method	Per Test
7310	Tensile Strength, ≤100,000 pounds axial load	ASTM A 370	\$45
7311	Tensile Strength, 100,000 to 200,000 pounds axial load	ASTM A 370	60
7312	Bend Test	ASTM A 370	40
7313	Pipe Flattening Test	ASTM A 370	Quote
7314	Machining and Preparation of Samples	ASTM A 370	Quote
7315	Brinell & Rockwell Hardness Test	ASTM A 370	55
7316	Chemical Analysis, Carbon and Low Alloy Steel		Quote

MATERIALS TESTING AND INSPECTION SCHEDULE OF SERVICES (Continued)

Task	Pre-stressing	Method	Per Test
7320	Prestressing Wire, Tension (stress vs. strain plot)	ASTM A 416	\$150
7321	Sample Preparation (cutting)		50
7322	Prestressing cable, 7 wire (Breaking strength/Modulus of Elasticity)	ASTM A 416	190
Task	Weld Procedure and Welder Qualifications		Rate
6320	Welder Certification/Weld Procedure Review (AWS/CWI)		\$85/hour
7330	Weld Tensile Test		50 each
7331	Weld Bend Test		40 each
7332	Weld Macro-Etch		60 each
7333	Bolt Tensile Test		50 each
7334	Bolt, Nut or Washer Hardness Test		50 each
7335	Bold Elastic Proof Load Test		50 each
Task	Fireproofing	Method	Per Test
7340	Unit Weight (Density)	ASTM E 605-93	\$60
Task	Asphalt Concrete, Specimen Testing	Method	Per Test
7350	Extraction, Percent Asphalt and Gradation, Centrifuge	ASTM D 2172/C 136	\$195
7351	Extraction & Percent Asphalt (only), Centrifuge	ASTM D 2172	155
7355	Extraction and Gradation Only, Centrifuge	ASTM D 2172/C 136	175
7352	Bulk Specific Gravity – Molded Specimen or Cores	ASTM D 1188	55
7353	Maximum Density - Hveem	CTM 308	125
7354	Stabilometer Value	CTM 366	265
7357	Bituminous Mixture Preparation	CTM 304	80
7377	Moisture Content of Asphalt †	CTM 370	60
7378	Sampling Highway Materials/Products (Roadway Structural Sections) †	CTM 125	Quote
7379	Extraction by Ignition Oven	CTM 382 (8/2003)	150
	Rubberized Asphalt		add 25%
Task	Mix Design/Control	Method	Per Test
7360	Mix Design – Hveem Including Aggregate Tests per Design	ASTM D 1560/CTM 366	Quote
7361	Mix Design – Marshall Including Aggregate Tests per Design	ASTM D 1559	Quote
7362	Field Mix – Hveem Stability per point	ASTM D 1560/CTM 366	\$200
7363	Field Mix - Marshall Stability per point	ASTM D 1559	200
Task	Moisture Vapor Emission Rate (MVER) Test	Method	Per Test
6325	Moisture Test Kit (excludes labor to perform test)	ASTM E 1907	\$60
Task	Other Services	Method	Rate
6260	Non-Destructive Testing (NDT) each weld	ANSI	\$92 each
6259	Radiographic Testing		Quote
6270	Project Closeout		215/hour

‡ soil † material ✕ soil & materials

TERMS AND CONDITIONS

- **Overtime:** Overtime for field personnel will be charged at 1.5 times basic hourly rates when exceeding 8 hours up to 12 hours per 24 hour interval, and 2 times basic hourly rates when exceeding 12 hours in 24 hours or on Sunday, and 3 times basic hourly rates on California official holidays.
 - **Expert Witness Time:** Expert witness deposition and testimony will be charged at 2 times hourly rates listed on the previous pages, with a minimum charge of four hours per day.
 - **Minimum Hourly Charges for Geotechnical and Environmental Technicians** (field time only):
 1. Monday-Friday 2 hours
 2. Saturday and Sunday 4 hours
 - **Minimum Hourly Charges for Special Inspectors or Material Testing Field Services** (field time only):
 1. Cancellation of inspections not canceled by 4:00 p.m. on preceding day* 2 hours
 2. One-half working day or less except as No. 3 (below) applies 4 hours
 3. Over one-half working day, or begins before noon and extends into afternoon 8 hours
- *No charge if cancellation is made before 4:00 p.m. of the preceding work day.
- **Outside Direct Costs (ODCs):** Heavy equipment, subcontractor fees and expenses, project-specific permits and/or licenses, project-specific supplemental insurance, travel, subsistence, project-specific parking charges, shipping, reproduction, and other reimbursable expenses will be invoiced at cost plus 20%, unless billed directly to and paid by client.
 - **Proposal Expiration:** Unless otherwise stated in the attached proposal. Fees are subject to change on January 1st of every year.
 - **Client Disclosures:** Client agrees to provide all information in Client's possession about actual or possible presence of buried utilities and hazardous materials on the project site, prior to fieldwork, and agrees to reimburse Leighton for all costs related to unanticipated discovery of utilities and/or hazardous materials. Client is also responsible for providing safe and legal access to the project site for all Leighton field personnel.
 - **Earth Material Samples:** Quoted testing unit rates are for soil and/or rock (earth) samples free of hazardous materials. Additional costs will accrue beyond these standard testing unit rates for handling, testing and/or disposing of soil and/or rock containing hazardous materials. Hazardous materials will be returned to the site or the site owner's designated representative at additional cost not included in listed unit rates. Standard turn-around time for geotechnical-laboratory test results is 10 working days. Samples will be stored for 2 months, after which they will be discarded. Prior documented notification is required if samples need to be stored for a longer time. A monthly storage fee of \$10 per bag and \$5 per sleeve or tube will be applied. Quoted unit rates are only for earth materials sampled in the United States. There may be additional cost for handling imported samples.
 - **Construction Material Samples:** After all designated 28-day breaks for a given set meet specified compressive or other client-designated strength, all "hold" cylinders or specimens will be automatically disposed of, unless specified in writing prior to the 28-day break. All other construction materials will be disposed of after completion of testing and reporting.
-

EXHIBIT C

TIME SCHEDULE

ID	Activity	Duration (working days from Notice to Proceed)
	<u>Phase I - Design Finalization</u>	
1	Plans and Special Provisions	60
2	Meetings and Presentations	1056
	<u>Phase II - Construction QA/QC Services</u>	
3	Geotechnical Services - Grading and Soil Nail Installation	1056
4	Materials Testing and Special Inspection Services	1056

**EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)
CONTRACTOR REQUIREMENTS**

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

II. Nondiscrimination in Contracting Ordinance. All consultants and professional service providers 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. Proposal Documents to include Disclosure of Discrimination Complaints. As part of its bid or proposal, Proposer shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Proposer in a legal or administrative proceeding alleging that Proposer 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:

Consultant shall not discriminate on the basis of race, gender, 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 subconsulting 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. Compliance Investigations. 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 San Diego County, 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 for violation of the provisions of the *Nondiscrimination in Contracting Ordinance*. Consultant further understands and agrees that the procedures, remedies and sanctions provided for in the *Nondiscrimination in Contracting Ordinance* apply only to violations of the *Ordinance*.

III. Equal Employment Opportunity. Consultants shall comply with requirements of San Diego Ordinance No. 18173, Section 22.2701 through 22.2707, Equal Employment Opportunity Outreach Program. Consultants shall submit a *Work Force Report* or an *Equal Employment Opportunity (EEO) Plan* to the Program Manager of the City of San Diego Equal Opportunity Contracting Program (EOCP) for approval.

- A. Work Force Report. If a *Work Force Report* (Attachment AA) is submitted, and an EOCP staff Work Force Analysis determines there are under representation when compared to County Labor Force Availability data, Consultant will be required to submit an *Equal Employment Opportunity Plan*.
- B. Equal Employment Opportunity Plan. If an *Equal Employment Opportunity Plan* is submitted, it must include at least the following assurances that:
1. The Consultant will maintain a working environment free of discrimination, harassment, intimidation and coercion at all sites and

- in all facilities at which the Consultant's employees are assigned to work;
2. A responsible official is designated to monitor all employment related activity to ensure the Consultant's EEO Policy is being carried out and to submit reports relating to EEO provisions;
 3. Consultant disseminates and reviews its EEO Policy with all employees at least once a year, posts the policy statement and EEO posters on all company bulletin boards and job sites, and documents every dissemination review and posting with a written record to identify the time, place, employees present, subject matter, and disposition of meetings;
 4. The Consultant reviews, at least annually, all supervisor's adherence to and performance under the EEO Policy and maintains written documentation of these reviews;
 5. The Consultant discusses its EEO Policy Statement with Subcontractors with whom it anticipates doing business, includes the EEO Policy Statement in its subcontracts, and provides such documentation to the City upon request;
 6. The Consultant documents and maintains a record of all bid solicitations and outreach efforts to and from Subcontractors, consultant associations and other business associations;
 7. The Consultant disseminates its EEO Policy externally through various media, including the media of people of color and women, in advertisements to recruit, maintains files documenting these efforts, and provides copies of these advertisements to the City upon request;
 8. The Consultant disseminates its EEO Policy to union and community organizations;
 9. The Consultant provides immediate written notification to the City when any union referral process has impeded the Consultant's efforts to maintain its EEO Policy;
 10. The Consultant maintains a current list of recruitment sources, including those outreaching to people of color and women, and provides written notification of employment opportunities to these recruitment sources with a record of the organizations' responses;
 11. The Consultant maintains a current file of names, addresses and phone numbers of each walk-in applicant, including people of color and women, and referrals from unions, recruitment sources, or

community organizations with a description of the employment action taken;

12. The Consultant encourages all present employees, including people of color and women employees, to recruit others;
13. The Consultant maintains all employment selection process information with records of all tests and other selection criteria;
14. The Consultant develops and maintains documentation for on-the-job training opportunities and/or participates in training programs for all of its employees, including people of color and women, and establishes apprenticeship, trainee, and upgrade programs relevant to the Consultant's employment needs;
15. The Consultant conducts, at least annually, an inventory and evaluation of all employees for promotional opportunities and encourages all employees to seek and prepare appropriately for such opportunities;
16. The Consultant ensures the company's working environment and activities are non-segregated except for providing separate or single-user toilets and necessary changing facilities to assure privacy between the sexes;
17. The Consultant establishes and documents policies and procedures to ensure job classifications, work assignments, promotional tests, recruitment and other personnel practices do not have a discriminatory effect; and
18. The Consultant is encouraged to participate in voluntary associations, which assist in fulfilling one or more of its non-discrimination obligations. The efforts of a consultant association, consultant/community professional association, foundation or other similar group of which the Consultant is a member will be considered as being part of fulfilling these obligations, provided the Consultant actively participates.

IV. Equal Opportunity Contracting. Prime consultants are encouraged to take positive steps to diversify and expand their Subcontractor solicitation base and to offer contracting opportunities to all eligible Subcontractor. To support its Equal Opportunity Contracting commitment, the City has established a voluntary *Subcontractor participation level*.

A. Subcontractor Participation Level

1. Projects valued at \$25,000 or more have a voluntary Subcontractor Participation Level goal of 15%. Goals are achieved by contracting

with any combination of Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Disadvantaged Business Enterprise (DBE), Disabled Veteran Business Enterprise (DVBE) or Other Business Enterprise (OBE) level.

2. While attainment of the 15% Subcontractor Participation Level goal is strictly voluntary, the City encourages diversity in your outreach and selection efforts. Historical data indicates that of the overall 15% goal, 25% to 30% Disadvantaged Business Enterprise (DBE) and 1% to 3% Disabled Veteran Business Enterprise (DVBE) participation is attainable. The remaining percentages may be allocated to Other Business Enterprises (OBE). Participation levels may be used as a tiebreaker in cases of an overall tie between two or more firms.

B. Contract Activity Reports. To permit monitoring of the successful Consultant's commitment to achieving compliance, *Contract Activity Reports* (Attachment CC) reflecting work performed by Subcontractors shall be submitted quarterly for any work covered under an executed contract.

V. **Demonstrated Commitment to Equal Opportunity.** The City seeks to foster a business climate of inclusion and to eliminate barriers to inclusion.

A. Proposers are required to submit the following information with their proposals:

1. Outreach Efforts. Description of Proposer's outreach efforts undertaken on this project to make subconsulting opportunities available to all interested and qualified firms.
2. Past Participation Levels. Listing of Proposer's Subcontractor participation levels achieved on all private and public projects within the past three (3) years. Include name of project, type of project, value of project, Subcontractor firm's name, percentage of Subcontractor firm's participation, and identification of Subcontractor firm's ownership as a certified Small Business, Disadvantaged Business Enterprise, Disabled Veteran Business Enterprise, or Other Business Enterprise.
3. Equal Opportunity Employment. Listing of Proposer's strategies to recruit, hire, train and promote a diverse workforce. These efforts will be considered in conjunction with Proposer's *Workforce Report* as compared to the County's Labor Force Availability.
4. Community Activities. Listing of Proposer's current community activities such as membership and participation in local organizations, associations, scholarship programs, mentoring,

apprenticeships, internships, community projects, charitable contributions and similar endeavors.

- B. Consultant selection panels will consider and evaluate the Proposer's demonstrated commitment to equal opportunity including the following factors:
1. Outreach Efforts. Proposer's outreach efforts undertaken and willingness to make meaningful subconsulting opportunities available to all interested and qualified firms on this project.
 2. Past Participation Levels. Proposer's Subcontractor participation levels achieved on all private and public projects within the past three (3) years.
 3. Equal Opportunity Employment. Proposer's use of productive strategies to successfully attain a diverse workforce as compared to the County's Labor Force Availability.
 4. Community Activities. Proposer's current community activities.

VI. List of Subcontractors. Consultants are required to submit a *Subcontractor List* with their proposal.

A. Subcontractors List. The *Subcontractor List* (Attachment BB) shall indicate the Name and Address, Scope of Work, Percent of Total Proposed Contract Amount, Dollar Amount of Proposed Subcontract, Certification Status and Where Certified for each proposed Subcontractor.

1. Subcontractors must be named on the *Subcontractors List* if they receive more than one-half of one percent (0.5%) of the Prime Consultant's fee.

B. Commitment Letters. Proposer shall also submit Subcontractor *Commitment Letters* on Subcontractor's letterhead, no more than one page each, from all proposed Subcontractors to acknowledge their commitment to the team, scope of work, and percent of participation in the project.

VII. Definitions. Certified "**Minority Business Enterprise**" (MBE) means a business which is at least fifty-one percent (51%) owned by African Americans, American Indians, Asians, Filipinos, and/or Latinos and whose management and daily operation is controlled by one or more members of the identified ethnic groups. In the case of a publicly-owned business, at least fifty-one percent (51%) of the stock must be owned by, and the business operated by, one or more members of the identified ethnic groups.

Certified "**Women Business Enterprise**" (WBE) means a business which is at least fifty-one percent (51%) owned by one or more women and whose

management and daily operation is controlled by the qualifying party(ies). In the case of a publicly-owned business, at least fifty-one percent (51%) of the stock must be owned by, and the business operated by, one or more women.

Certified “**Disadvantaged Business Enterprise**” (DBE) means a business which is at least fifty-one percent (51%) owned and operated by one or more socially and economically disadvantaged individuals and whose management and daily operation is controlled by the qualifying party(ies). In the case of a publicly-owned business, at least fifty-one percent (51%) of the stock must be owned by, and the business operated by, socially and economically disadvantaged individuals.

Certified “**Disabled Veteran Business Enterprise**” (DVBE) means a business which is at least fifty-one percent (51%) owned by one or more veterans with a service related disability and whose management and daily operation is controlled by the qualifying party(ies).

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

VIII. Certification.

A. The City of San Diego is a signatory to a Memorandum of Understanding (MOU) with the California Department of Transportation (CALTRANS), and therefore has adopted a policy regarding certification of MBE/WBE/DBE/DVBE firms. As a result of the MOU, an MBE, WBE or DBE is certified as such by any of the following methods:

1. Current certification by the City of San Diego as MBE, WBE, or DBE;
2. Current certification by the State of California Department of Transportation (CALTRANS) as MBE, WBE or DBE;
3. Current MBE, WBE or DBE certification from any participating agency in the statewide certified pool of firms known as CALCERT.

B. DVBE certification is received from the State of California’s Department of General Services, Office of Small and Minority Business (916) 322-5060.

IX. List of Attachments.

- AA - *Work Force Report*
- BB - *Subcontractors List*
- CC - *Contract Activity Report*

WORK FORCE REPORT – NAME OF FIRM: Leighton Consulting Inc. DATE: June 2010

OFFICE(S) or BRANCH (ES): All 9 branches throughout Southern California COUNTY: Various

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

- (1) Black, African-American
- (2) Hispanic, Latino, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial					1						18	4		
Professional	1		2	1	11	2					32	15		
A&E, Science, Computer					1						1			
Technical	1		5		3						22			
Sales												3		1
Administrative Support				4		1						5		
Services	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Crafts	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Operative Workers	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Transportation	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Laborers*														

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

Totals Each Column	2	0	7	5	16	3	0	0	0	0	73	27	0	1
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Grand Total All Employees

131

WORK FORCE REPORT – NAME OF FIRM: Leighton Consulting Inc.

DATE: June 2010

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, African-American
- (2) Hispanic, Latino, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

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

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

Totals Each Column	0	0	1	0	0	0	0	0	0	0	11	3	0	0
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Grand Total All Employees

15

WORK FORCE REPORT – NAME OF FIRM: Leighton Consulting Inc.

DATE: June 2010

OFFICE(S) or BRANCH (ES): Irvine

COUNTY: Orange

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

- (1) Black, African-American
- (2) Hispanic, Latino, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial											10	2		
Professional					4	1					18	4		
A&E, Science, Computer														
Technical	1		3		2						11			
Sales												3		
Administrative Support				4	1	3						9	1	
Services	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Crafts	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Operative Workers	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Transportation	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Laborers*														

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

Totals Each Column	1	0	3	4	7	4	0	0	0	0	39	18	1	0
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Grand Total All Employees

77



CITY OF SAN DIEGO WORK FORCE REPORT – ADMINISTRATIVE

HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm’s work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (Black, Hispanic, Asian, American Indian, Filipino) for each occupation. Currently, our CLFA data is taken from the 2000 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

WORK FORCE & BRANCH WORK FORCE REPORTS

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

your firm from each of the three counties.^{1,2} On the other hand, if the project will be accomplished completely outside of San Diego, we ask for a Work Force Report from the county or counties where the work will be accomplished.²

MANAGING OFFICE WORK FORCE

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

TYPES OF WORK FORCE REPORTS:

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

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

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

Exhibit: Work Force Report Job categories

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

Management & Financial

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

Professional

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

Media and Communication Workers
Other Teachers and Instructors
Postsecondary Teachers
Primary, Secondary, and Special Education School Teachers
Religious Workers
Social Scientists and Related Workers

Architecture & Engineering, Science, Computer

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

Technical

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

Sales

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

Administrative Support

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

Services

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

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

Crafts

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

Operative Workers

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

Transportation

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

Laborers

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

SUBCONTRACTORS LIST

INFORMATION REGARDING SUBCONTRACTORS PARTICIPATION:

1. Subcontractor's List shall include name and complete address of all Subcontractors who will receive more than one half of one percent (0.5%) of the Prime Consultant's fee.
2. Proposer shall also submit Subcontractor commitment letters on Subcontractor's letterhead, no more than one page each, from Subcontractors listed below to acknowledge their commitment to the team, scope of work, and percent of participation in the project.
3. Subcontractors shall be used for scope of work listed. No changes to this Subcontractors List will be allowed without prior written City approval.

NAME AND ADDRESS SUBCONTRACTORS	SCOPE OF WORK	PERCENT OF CONTRACT	DOLLAR AMOUNT OF CONTRACT	*MBE/WBE/ DBE/DVBE/ OBE	**WHERE CERTIFIED
Earth Support Systems, Inc. 2240 Faraday Avenue Carlsbad, CA 92008	Structural Design	11 %	\$5,200		
Van Dyke Landscape Architects 2970 Fifth Avenue, Ste 240 San Diego, CA 92103-5995	Landscape Design	8 %	\$3,600		
MARRS Services Inc. 328 E. Commonwealth Ave. Fullerton, CA 92832	Civil Engineering Design	29 %	\$14,200	MBE/WBE/ DBE	CALTRANS

**For information only.* As appropriate, Proposer shall identify Subcontractors as:

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

***For information only.* As appropriate, Proposer shall indicate if Subcontractor is certified by:

City of San Diego	CITY
State of California Department of Transportation	CALTRANS

CONTRACT ACTIVITY REPORT

Consultants are required by contract to report subcontractor activity in this format. Reports shall be submitted via the Project Manager to the *Equal Opportunity Contracting Program* (EOCP) no later than thirty (30) days after the close of each quarter.

PROJECT: _____

PRIME CONTRACTOR: _____

CONTRACT AMOUNT: _____ INVOICE PERIOD: _____

DATE: _____

Include Additional Services Not-To-Exceed Amount

Subcontractor	Indicate MBE, WBE, DBE, DVBE or OBE	Current Period		Paid to Date		Original Commitment	
		Dollar Amount	% of Contract	Dollar Amount	% of Contract	Dollar Amount	% of Contract
Earth Support Systems, Inc.							
Van Dyke Landscape Architects							
MARRS Services Inc.	MBE/WBE/DBE						
Prime Contractor Total:							
Contract Total:							

Completed by: Mike Stewart

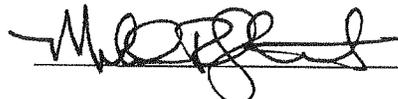
CONSULTANT CERTIFICATION FOR A DRUG-FREE WORKPLACE

PROJECT TITLE: Torrey Pines Road Slope Repair, Contract No. H105104

I hereby certify that I am familiar with the requirement of San Diego City Council Policy No. 100-17 regarding Drug-Free Workplace as outlined in the request for proposals, and that:

FIRM NAME: Leighton and Associate, Inc.

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

Signed 
Printed Name Michael R. Stewart
Title Principal Geologist/Vice President
Date August 11, 2010

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

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

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

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

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

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

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

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

DISCLOSURE DETERMINATION FOR CONSULTANT

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

1. Department / Board / Commission / Agency
Name: CITY OF SAN DIEGO / ENGINEERING & CAPITAL PROJECTS
2. Name of Specific Consultant & Company: LEIGHTON AND ASSOCIATES
3. Address, City, State, ZIP: 3934 MURPHY CANYON RD, SUITE B205 SAN DIEGO, CA 92123
4. Project Title (as shown on 1472, "Request for Council Action")
TORREY PINES ROAD SLOPE REPAIR
5. Consultant Duties for Project:
TO PROVIDE DESIGN FINALIZATION AND CONSTRUCTION QA/QC SERVICES, WHICH INCLUDE THE FINALIZATION OF THE PROJECT PLANS AND SPECIAL PROVISION, CONSTRUCTION FIELD OBSERVATIONS, LAB TESTING AND CONSTRUCTION DOCUMENTATION
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:

[Name/Title]*

DEPUTY DIRECTOR, ENGINEERING &
CAPITAL PROJECTS - RIGHT OF WAY
DESIGN

[Date]

8/06/10

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, CALIFORNIA
COUNCIL POLICY

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

BACKGROUND:

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

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

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

PURPOSE:

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

POLICY:

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

LEED (Leadership in Energy and Environmental Design):

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

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

SUSTAINABLE BUILDING MEASURES:

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

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

CITY OF SAN DIEGO, CALIFORNIA
COUNCIL POLICY

7. Comply with the storm water development requirements in the Storm Water Management and Discharge Control Ordinance (Municipal Code § 43.03), and the City's grading and drainage regulations and implementing documents (MC § 142.01 and 142.02, respectively).

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

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

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

PRIVATE-SECTOR/INCENTIVES:

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

CITY OF SAN DIEGO, CALIFORNIA
COUNCIL POLICY

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

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

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

HEALTH AND RESOURCE CONSERVATION:

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

CITY OF SAN DIEGO, CALIFORNIA
COUNCIL POLICY

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

OUTREACH / EDUCATION:

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

IMPLEMENTATION:

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

LEGISLATION:

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

REFERENCES:

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

HISTORY:

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

City of San Diego

Consultant Performance Evaluation

EXHIBIT H

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

Section I

1. PROJECT DATA		2. CONSULTANT DATA	
1a. Project (title, location and CIP No.):	2a. Name and address of Consultant:		
1b. Brief Description:	2b. Consultant's Project Manager:		
1c. Budgeted Cost:	Phone () _____		
3. CITY DEPARTMENT RESPONSIBLE			
3a. Department (include division):	3b. Project Manager (address & phone):		
4. CONTRACT DATA (DESIGN AND CONSTRUCTION)			
4. Design			
4a. Agreement Date: _____ Resolution #: _____ \$ _____			
4b. Amendments: \$ _____ / # _____ (City) \$ _____ / # _____ (Consultant)			
4c. Total Agreement (4a. & 4b.): \$ _____			
4d. Type of Work (design, study, etc.):	4e. Key Contract Completion Dates:		
	_____ %	_____ %	_____ %
Agreement	_____	_____	_____
Delivery	_____	_____	_____
Acceptance	_____	_____	_____
5. Construction			
5a. Contractor _____		Phone () _____	
<i>(name and address)</i>			
5b. Superintendent _____			
5c. Notice to Proceed _____ (date)	5f. Change Orders:		
5d. Working days _____ (number)	Errors/Omissions _____ % of const. cost \$ _____		
5e. Actual Working days _____ (number)	Unforeseen Conditions _____ % of const. cost \$ _____		
	Changed Scope _____ % of const. cost \$ _____		
	Changes Quantities _____ % of const. cost \$ _____		
	Total Construction Cost \$ _____		
6. OVERALL RATING (Please ensure Section II is completed)			
	Excellent	Satisfactory	Poor
6a. Plans/specification accuracy.....	_____	_____	_____
Consistency with budget.....	_____	_____	_____
Responsiveness to City Staff.....	_____	_____	_____
6b. Overall Rating _____			
7. AUTHORIZING SIGNATURES			
7a. Project Manager _____		Date _____	
7b. Deputy Director _____		Date _____	

Section II

SPECIFIC RATINGS

PLANS / SPECIFICATION ACCURACY	EXCELLENT	SATISFACTORY	POOR	N/A	RESPONSIVENESS TO STAFF	EXCELLENT	SATISFACTORY	POOR	N/A
Plan/Specification clear and precise					Timely Responses				
Plans/Specs Coordination					Attitude toward Client and review bodies				
Plans/Specs properly formatted					Follows direction and chain of responsibility				
Code Requirements covered					Work product delivered on time				
Adhered to City Standard Drawings/Specs					Timeliness in notifying City of major problems				
Drawings reflect existing conditions					Resolution of Field problems				
As-Built Drawings									
					CONSISTENCY WITH BUDGET	EXCELLENT	SATISFACTORY	POOR	N/A
Quality Design					Reasonable Agreement negotiation				
Change Orders due to design deficiencies are minimized					Adherence to fee schedule				
					Adherence to project budget				
					Value Engineering Analysis				

Section III

SUPPLEMENTAL INFORMATION

Please ensure to attach additional documentation as needed.

Item _____ : _____

(*Supporting documentation attached yes _____ no _____)



City of San Diego Purchasing & Contracting Department Contractor/Vendor Registration Form

All prospective bidders, as well as existing contractors and vendors, are required to complete this form.

Vendor ID:

[ID Number will be provided by City]

Firm Info:

Firm Name:

Doing Business As:

Firm Address:

City: State: Zip:

Phone: Fax:

Taxpayer ID: Business License:

Website:

Contact Info:

Contact Name:

Title:

Email:

Phone: Cell:

Alternate Address (if different from above) to Receive Remittance:

Mailing Address:

City: State: Zip:

Alternate Address (if different from above) to Receive Bid/Contract Opportunities:

Mailing Address:

City: State: Zip:

Contractor Licenses (if applicable)

License Number: License Type:

License Number: License Type:

License Number: License Type:

Contractor/Vendor Registration Form – Page 2

Product/Services Description:

Firm Name:

Leighton Consulting, Inc.

Leighton Consulting, Inc. (Leighton) provides engineering solutions to public agencies, property owners, and facilities. Our focus is the earth sciences encompassing the geotechnical and environmental disciplines. Environmental Services: Phase I Environmental Site Assessments; Phase II Environmental Site Assessments; Regulatory Compliance Services; Environmental Construction and Remediation. Geotechnical Services: Desktop or preliminary geotechnical feasibility and/or due diligence studies; Field Exploration; Slope Stability; Seismicity; Geotechnical Design Reports.

Product/Services Information:

NAICS Codes:

*541330, 541380, 541620, 562910

*find list of available NAICS Codes at <http://www.census.gov/epcd/www/naics.html> and select 2007 NAICS codes 6 digit only OR request hard copy from Purchasing & Contracting

The City requires this information for statistical purposes only.

Primary Owner of the Firm (51% ownership or more)

Male
 Female or

- Sole Proprietorship
 Partnership
 Corporation
 Limited Liability Partnership
 Limited Liability Corporation
 Joint Venture
 Non-Profit
 Governmental/Municipality/Regulatory Agency
 Utility

Ethnicity:

Ethnicity:

*

* select one from the following List of Ethnicities:

AFRICAN AMERICAN
ASIAN AMERICAN
CAUCASIAN AMERICAN
HISPANIC AMERICAN
NATIVE AMERICAN
PACIFIC ISLANDER AMERICAN

Ownership Classification

Classification: *OBE, IBE

* select from the following List of Ownership Classification Codes (select all that apply):

WBE	(Woman Owned Business Enterprise)
OBE	(Other Business Enterprise)
DBE	(Disadvantaged Business Enterprise)
DVBE	(Disabled Veteran Business Enterprise)
SLBE	(Small Local Business Enterprise)
8(a)	(Small Business Administration 8(a) Enterprise)
SDB	(Small Disadvantaged Business Enterprise)
LBE	(Local Business Enterprise)
MLBE	(Micro Local Business Enterprise)
SBE	(Small Business Enterprise)
MBE	(Minority Business Enterprise)
DPBT	(Persons With A Disability Or Disabilities Business Enterprise)
LGBT	(Lesbian, Gay, Bisexual, Transsexual Business Enterprise)

Certified by an Agency? No Yes (enter Certification Number and Certifying Agency below)

Certification #:

Agency:

Certification #:

Agency:

Information regarding a vendor's racial or gender ownership status will not be used as a factor in the City's selection process for any contract.

Please mail this form to: Purchasing & Contracting Department
1200 Third Avenue, Suite 200
San Diego, CA 92101

or fax to: 619/ 236-5904

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

Effective December 24, 2008, the Council of the City of San Diego adopted Ordinance No. O-19808 to extend the Contractor Standards Ordinance to all contracts greater than \$50,000. The intent of the Contractor Standards clause of San Diego Municipal Code §22.3224 is to ensure the City of San Diego conducts business with firms that have the necessary quality, fitness and capacity to perform the work set forth in the contract.

To assist the Purchasing Agent in making this determination and to fulfill the requirements of §22.3224(d), each bidder/proposer must complete and submit this *Pledge of Compliance* with the bid/proposal. If a non-competitive process is used to procure the contract, the proposed contractor must submit this completed *Pledge of Compliance* prior to execution of the contract. A submitted *Pledge of Compliance* is a public record and information contained within will be available for public review for at least ten (10) calendar days, except to the extent that such information is exempt from disclosure pursuant to applicable law.

All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, respondents must use the *Pledge of Compliance Attachment "A"* and sign each page. The signatory guarantees the truth and accuracy of all responses and statements. Failure to submit this completed *Pledge of Compliance* may make the bid/proposal non-responsive and disqualified from the bidding process. If a change occurs which would modify any response, Contractor must provide the Purchasing Agent an updated response within thirty (30) calendar days.

A. PROJECT TITLE:

— Torrey Pines Road Slope Repair, Contract No. H105104
—
—

B. BIDDER/CONTRACTOR INFORMATION:

Leighton and Associates, Inc.

Legal Name 3934 Murphy Canyon Road, Suite B-205	San Diego	DBA CA	92123
Street Address Michael Stewart, Principal Geologist	City 858-300-8487	State 858-292-0771	Zip
Contact Person, Title	Phone	Fax	

C. OWNERSHIP AND NAME CHANGES:

- In the past five (5) years, has your firm changed its name?
• Yes ✓ No

If Yes, use *Pledge of Compliance Attachment "A"* to list all prior legal and DBA names, addresses and dates when used. Explain the specific reasons for each name change.

- In the past five (5) years, has a firm owner, partner or officer operated a similar business?
• Yes ✓ No

If Yes, use *Pledge of Compliance 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. Check one only on this page. Use *Pledge of Compliance Attachment "A"* if more space is required.

• **Corporation** Date incorporated: 08/09/1974 State of incorporation: California

List corporation's current officers: President: Andy Price
Vice Pres: Michael Stewart
Secretary: Susan Downing
Treasurer: Terrance M Brennan

Is your firm a publicly traded corporation? • Yes ✓ No

If **Yes**, name those who own five percent (5%) or more of the corporation's stocks:

• **Limited Liability Company** Date formed: / / State of formation:

List names of members who own five percent (5%) 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: Each member of a Joint Venture must complete a separate *Contractor Standards Pledge of Compliance* for a Joint Venture's submission to be considered responsive.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm in preparation for, in the process of, or in negotiations toward being sold?
• Yes • No

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances, including name of the buyer and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?
• Yes • No Not Applicable

If **Yes**, use *Pledge of Compliance 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 Not Applicable

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

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 *Pledge of Compliance Attachment "A"* to explain specific circumstances.

2. In the past five (5) years, has a government agency terminated your firm's contract prior to completion?
• Yes • No

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

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executives or management 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, wage and hours, and licensing laws which affect employees?
• Yes • No

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances surrounding each instance; include name of entity involved, 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 debarred or determined to be non-responsible by a government agency?
• Yes • No

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances of each instance; include name of entity involved, 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 governmental entity?

• Yes No

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances of each instance; include the entity involved, specific infraction(s) or violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?

• Yes No

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

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

Initial submission of *Contractor Standards Pledge of Compliance*.

- Update of prior *Contractor Standards Pledge of Compliance* dated ____/____/____.

Complete all questions and sign below. Each *Pledge of Compliance Attachment "A"* page must be signed.

Under penalty of perjury under the laws of the State of California, I certify I have read and understand the questions contained in this *Pledge of Compliance* and that I am responsible for completeness and accuracy of responses and all information provided is true to the best of my knowledge and belief. I further certify my agreement to the following provisions of San Diego Municipal Code §22,3224:

- (a) To 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) To notify the Purchasing Agent within fifteen (15) calendar days upon receiving notification that a government agency has begun an investigation of the Contractor that may result in a finding that the Contractor is or was not in compliance with laws stated in paragraph (a).
- (c) To notify the Purchasing Agent within fifteen (15) calendar days when there has been a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).
- (d) To provide the Purchasing Agent updated responses to the *Contractor Standards Pledge of Compliance* within thirty (30) calendar days if a change occurs which would modify any response.
- (e) To notify the Purchasing Agent within fifteen (15) 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).
- (f) To cooperate fully with the Purchasing Agent and the City during any investigation and to respond to a request for information within ten (10) working days from the request date.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive.

Michael Stewart, Vice President

Print Name, Title



Signature

08/11/10

Date

**City of San Diego Purchasing & Contracting Department
CONTRACTOR STANDARDS**

Pledge of Compliance Attachment "A"

Provide additional information in space below. Use additional *Pledge of Compliance Attachment "A"* pages as needed; sign each page. Print in ink or type responses and indicate question being answered. Information provided will be available for public review, except if exempt from disclosure pursuant to applicable law.

Under penalty of perjury under the laws of the State of California, I certify I have read and understand the questions contained in this *Contractor Standards Pledge of Compliance* and that I am responsible for completeness and accuracy of responses on this *Pledge of Compliance Attachment "A"* page and all information provided is true to the best of my knowledge.

Print Name, Title

Signature

Date



THE CITY OF SAN DIEGO

November 13, 2014

Mr. Michael Stewart, Senior Vice President
Leighton and Associates, Inc.
3934 Murphy Canyon Road, Suite B-205
San Diego, CA 92123

Dear Mr. Stewart:

Subject: Agreement for Torrey Pines Road Slope Repair, Amendment No. 1 - Transmittal of Duplicate Original Document H105104-A1; **Notice to Proceed**

On November 12, 2014, the City of San Diego executed the subject Amendment. This action constitutes the Notice of Award.

Said Amendment implements administrative updates, extends the contract duration through September 2, 2015, and revises the Scope of Services elements. Additionally, the City hereby authorizes an increase of \$29,900.00, for the accomplishment of same, thus raising the total contract not to exceed value to \$203,900.00.

Therefore, the City hereby issues this Notice to Proceed for the Scope of Work delineated in Exhibit A-1 of the aforementioned Amendment.

A Duplicate Original of Agreement H105104-A1 is enclosed herein for Leighton's file.

If there are any questions, please contact Jason Guise, Associate Civil Engineer, at (619) 533-4665.

Sincerely,

W. Downs Prior
Principal Contract Specialist
Public Works Contracts

Enclosure: Duplicate Original Agreement H105104-A1

DBP/wdp

cc: Jason Guise, Associate Civil Engineer MS 908A
PWC file

G:\contract\dbp\IP&C NTP - Leighton Assoc Torrey Pines Road Slope Repair Amend No.1

Contracts Division • Public Works Department

1010 Second Ave, Suite 1400 • San Diego, California 92101-4905

Tel (619) 533-3450 Fax (619) 533-3633



PWC Date Received 10/13/14
 Tracking Number 35190
 PWC Contact Dooms

The City of San Diego
PUBLIC WORKS CONTRACTS
ROUTING SLIP

NOTE: Please use this form for routing purposes when submitting documents to the Public Works Contracts department for signatures: (i.e., Public Works Contracts execution signature or the Contract Specialist for construction contracts, Architectural & Engineering or other consultant agreements, related Agency/Utility agreements, 1472's, 1544's, PA2625's, etc).

Please indicate type of contractual service for proper routing of document.

Originator: Jason Guise / PW-ExecP Phone No. X 34665
 Subject/Title of Project: Torrey Pines Slope Restoration - Amend. #1 - Leighton Assoc.
 Contract Number: H105104 CIP Funded (or any portion of) Yes No
 Doc. Type (check all applicable): 1472 1544 PA2625 Original Contract
 Amendment Change Order Service Agreement Other

Construction Contracting

- Major Construction
- Metro Construction
- Minor Construction
- Other Public Works Construction

A&E Consulting

- Aerial Survey
- Archaeological A&E
- Architectural
- Artist - Fine, Graphic, Visual
- Biological A&E
- Construction Related A&E
- Design A&E
- Engineering A&E
- Environmental A&E
- Geotechnical A&E
- Horticulturist A&E
- Oceanography/EMTS Lab Services
- Planning
- Storefront Improvement
- Other (ex. easement agreement, contract from another agency, utility agreement, etc.)

Notes:

Public Works Contracts location: 1010 Second Ave., Suite 1400 MS 614C, San Diego, CA 92101

This routing slip will assist in expediting your request.

REQUEST FOR

MAYORAL APPROVAL OF CONTRACT AWARD

BID/CONTRACT #H105104

TO: MAYOR	FROM: Public Works - Engineering and Capital Projects	DATE: 7/28/2014
------------------	---	-----------------

SUBJECT: Torrey Pines Road Slope Reconstruction Project – Consultant agreement amendment #1 with Leighton & Associates, Inc.

- ACTION REQUESTED:
- Awarding the design contract amendment to Leighton & Associates, Inc. for the design of Torrey Pines Road Slope Reconstruction project, contract #H105104, in the amount not to exceed \$29,900.00; and
 - Authorizing the expenditure of \$29,900.00 from WBS # S-00877, Torrey Pines Road Slope Reconstruction, in TransNet - Proj Fund # 400169.

SUPPORTING INFORMATION:

BACKGROUND: In 2001 the City entered into an Engineering Consultant Services Agreement with Leighton & Associates, Inc. to provide civil engineering services for the subject project. The project was then put on hold in 2006 for a lack of funding. In 2010 a second design agreement was entered into after the hold period, the design is currently 60% after a change in the scope of the project. The construction documents including plans and specifications can be completed by Leighton & Associates, Inc. to meet current City design standards and the Torrey Pines Road Corridor Study. However, the consultant agreement duration has expired. The Purchasing and Contracting Department has approved this sole source contract in accordance to the San Diego Municipal Code Sections 22.3212 (e) & 22.33037 and based on the following reason:

- Another consultant adopting Leghton and Associates, Inc. design would be infeasible and more time consuming due to the need to review the project in greater detail and to take on the design liability provided by the original consultant. As a result this would create a greater expense, and/or a setback of at least one year to the schedule.

FISCAL IMPACT: The cost of the remaining design work is \$29,900.00. Funding is available in TransNet-Proj Fund # 400169.

ENVIRONMENTAL IMPACT: This project is statutorily exempt from CEQA pursuant to State CEQA Guidelines, Section 15302 (Replacement & Reconstruction). This activity is part of a series of subsequent discretionary actions, and therefore not considered to be a separate project for purposes of CEQA review as defined in State CEQA Guidelines Section §15378(c), and there is no change in circumstance, additional information or project changes to warrant additional environmental review.

COUNCIL DISTRICT: 1, Lightner
COMMUNITY AREA: La Jolla
ATTACHMENTS: Checklist, Consultant Scope & Fee, Sole Source Memo, Human Resources Waiver

PLEASE ROUTE TO THE APPROPRIATE AUTHORITY – REF: A.R. 25.60 OR 25.70

			ROUTING AND APPROVAL		
ACCOUNTING INFORMATION		BUDGETED	APPROVING AGENCY	APPROVAL SIGNATURE	DATE
FUND	400169		ORIGINATING DEPARTMENT (E&CP DD)	<i>[Signature]</i>	08/04/14
FUNCTIONAL AREA	DEMA-00000000-SH		COMPTROLLER	<i>James Jony</i>	8/11/14
COST CENTER	2113120013		EAS	<i>[Signature]</i>	8/15/14
GENERAL LEDGER ACCT	512028		EOCP	<i>[Signature]</i>	10/1/14
WBS or INTERNAL ORDER	S-00877.02.02		CITY ATTORNEY	<i>[Signature]</i>	10/8/2014
GRANT NUMBER			<input checked="" type="checkbox"/> PWFC	<i>[Signature]</i>	11/6/2014
FACILITY					
AMOUNT	\$29,900.00				
ESTIMATED COST:					
\$29,900.00					
COMPTROLLER'S CERTIFICATE NUMBER: (FOR COMPTROLLER'S USE ONLY)		300000 7156			
FOR INFORMATION CONTACT:					
NAME:					
Jason Guise <i>JA</i> JB					
MAIL STATION:	TELEPHONE NUMBER:				
908A	533-4665				

The City of San Diego
COMPTROLLER'S CERTIFICATE

CERTIFICATE OF UNALLOTTED BALANCE

ORIGINATING DEPT. 3000007156
 NO. 2112

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

Amount: _____

Purpose: _____

Date: _____ By: _____

COMPTROLLER'S DEPARTMENT

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

FUND OVERRIDE

CERTIFICATION OF UNENCUMBERED BALANCE

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

Not to Exceed: \$29,900.00

Vendor: Leighton and Associates, Inc

Purpose: To authorize the expenditure of funds not to exceed \$29,900.00 to Leighton and Associates, Inc for Amendment No. 1 for Consultant Services Agreement for PO 4500020150 Torrey Pines Road Slope Reconstruction project.

Date: August 12, 2014

By: James Long
 COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA									
Doc. Item	Funded Program	Fund	Grant Number	G/L Account	Functional Area	Business Area	Fund Center or Cost Center	Internal Order or WBS Element	Original Amount
001	S00877	400169		512028	DEMA-00000000-SH	2113		S-00877.02.02	\$29,900.00
TOTAL AMOUNT									\$29,900.00

FUND OVERRIDE

CC 3000007156



THE CITY OF SAN DIEGO

MEMORANDUM

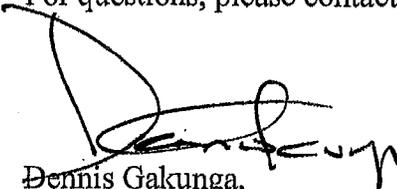
DATE: September 5, 2014

TO: Marnell Gibson, Assistant Director, Public Works Department

FROM: Dennis Gakunga, Director, Purchasing & Contracting Department

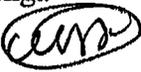
SUBJECT: Sole Source Request – Leighton & Associates for Torrey Pines Road Slope
Reconstruction - Amendment No. 1, 9/4/2014 - Extend Duration/Increase of Contract
Value

Your Sole Source Request for the above subject with Leighton & Associates was approved. In order for a Purchase Order to be issued, your department has to submit a purchase requisition. In the internal header notes of the requisition, please reference Sole Source Case Number 2218. For questions, please contact Downs Prior at x~~55298~~. 33035.


Dennis Gakunga,
Director, Purchasing & Contracting Department

DG/pd

CITY OF SAN DIEGO
MEMORANDUM

DATE: 9/4/2014
TO: Dennis Gakunga
FROM: Downs Prior 
SUBJECT: Sole Source Request — Leighton & Associates for Torrey Pines Road Slope Reconstruction - Amendment No. 1, 9/4/2014 - Extend Duration/Increase of Contract Value

Negotiated Total: \$203,900.00
Dept. Est. Total: \$203,900.00
Vendor: Leighton & Associates
Expiration Date: One-Time Purchase
Recommendation: **Approved**

In accordance with SDMC §22.3016, this is to certify that a sole source agreement (H105104) with Leighton & Associates, for design services for the Torrey Pines Road Slope Reconstruction, is necessary and that a strict compliance with a competitive process would be unavailing or would not produce an advantage, and soliciting bids or proposals would be undesirable, impractical or impossible for the following reasons:

*****AMENDMENT No.1 - 9/4/14*****

Extend duration, and incese in contract value of \$29,900 to a total of \$203,900.00, to complete the design, produce specifications, and provide all required support during construction.

ORIGINAL REQUEST:

The City's original consultant agreement with Leighton & Associates was entered into in 2001 to provide civil engineering services for the Torrey Pines Road Slope Reconstruction project. In 2006, the design was 85% complete when the City and Leighton were at an impasse with regard to an amendment extending the contract to complete the design. A successful negotiation was eventually completed, but by that time funding was not available to complete the design, or construct the project. In late 2009, the City received Deferred Maintenance bond funding which now will allow for the completion of the project design and construction. However, during the period that funding was unavailable, the Leighton contract expired. It is necessary to retain Leighton to maintain critical design continuity for the updating/completion of the original plans and specifications which they created, and to be available for bid support and construction support activities through construction/close out of the project.

Re-engaging Leighton not only supports the City's schedule requirements, but is also the most

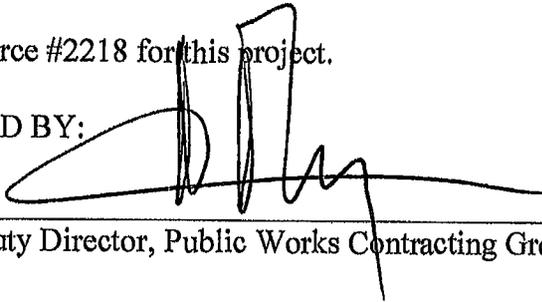
CITY OF SAN DIEGO
MEMORANDUM

cost effective solution thus resulting the "Best Value" for the City.

The total fee for these services shall not exceed \$203,900.00, and the term of the agreement (H105104) shall not exceed September 2, 2015. This associated sole source, will be in effect from date of the agreement execution, until the agreement is completed/closed, but will not exceed a September 2, 2015 without issuance of a modification to duration of both the agreement and this sole source.

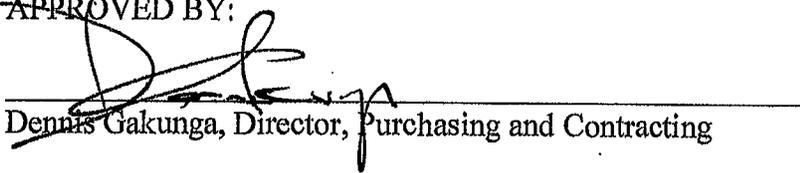
Refer to Sole Source #2218 for this project.

RECOMMENDED BY:



Al Rechany, Deputy Director, Public Works Contracting Group

APPROVED BY:



Dennis Gakunga, Director, Purchasing and Contracting

City of San Diego
 Torrey Pines Road Slope Repair Project
 Contract No. H105104
 Subcontracting Summary

Task #	Task Title	Total Task Amount	Status (Awarded/Cancelled)	Marrs Services Inc	Earth Support Systems	Subcontractor Name	Subcontractor Name	Subcontractor Name	Subcontractor Name	Subcontractor Name	Subcontractor Name	Prime Amount	NTP Received From City (MM/DD/YY)	PO #
1	Phase 1 - Task 1 Construction Documents	\$ 11,700.00		\$ 5,500.00	\$ 4,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,700.00		
2	Phase 1 - Task 2 Meetings	\$ (2,500.00)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (2,500.00)		
3	Phase 2 - Task 3 Bid Construction Support	\$ 20,700.00		\$ 9,300.00	\$ 3,800.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,600.00		
4		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
5		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
6		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
7		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
8		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
9		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
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24		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
25		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
26		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	APPROVED TASKS [1-34] TOTAL FEES	\$ 29,900.00		\$ 14,800.00	\$ 8,300.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,800.00		
	Percent of Total Fees - Approved Task Orders			49%	28%	0%	0%	0%	0%	0%	0%			
	Special Notes/Comments:			#REF!	#REF!									

TASK # Special Notes/Comments:

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9



THE CITY OF SAN DIEGO

MEMORANDUM

DATE: July 15, 2014

TO: Dennis Gakunga, Director, Purchasing & Contracting Department

FROM: Marnell Gibson, Assistant Director, Public Works Department

SUBJECT: Torrey Pines Road Slope Reconstruction – Amendment to Sole Source Case 2218

In 2001 the City entered into an agreement with Leighton & Associates for the design services needed for the subject project. At that time the project was only funded to initiate design. The project was put on hold in 2006 due to environmental issues associated with the project and lack of funding. In 2010 funding was identified and the first amendment was issued extending the contract for three years. We are currently working with Development Services Department to obtain the required environmental clearances and a second amendment will need to be processed to extend the contract and modify the purchase order.

The design is currently at 85% and we are finalizing the environmental clearances and request your concurrence to amend the sole source of Leighton and Associates, Inc., an engineering consulting firm; to complete the design, produce specifications, and provide all required construction support. As indicated above, money is available in the contract, we will be able to resume the design work once this amendment is executed to extend the design contract.

Leighton & Associates, the engineer of record, are very familiar with the project from the preliminary stages to the current design stage at 85% completion including their knowledge of the site and the community. The acceptance of this sole source request will result in a savings to the City by providing a more efficient completion to the design and construction.

Based on the above justification, it is requested that you approve the amended sole source request of the consulting firm of Leighton & Associates for an increase contract value of \$203,900. This value includes the previously approved \$174,000 and the amended agreement of \$29,900.



Marnell Gibson
Assistant Director

JG/jg

cc: Jamal Batta, Senior Civil Engineer, MS 908A
Jason Guise, Associate Engineer-Civil, MS 908A
Downs Prior, Principal Contract Specialist, MS 614C
John Mendivil, Senior Management Analyst, MS 61

City of San Diego

Human Resources Department

Request for Human Resources Approval for Purchase Requisition

JUN 09 2014

Requesting Department: E&CP / Drainage Design Division
 Project Name/Number: Torrey Pines Rd. Slope Restoration / WBS S-00877
 Vendor Name: N/A
 Purchase Requisition #: N/A
 Department Contact: Jason Guise x34665
 Date of Request: 5/21/14
 Contract Amount: \$29,900

Please submit request to HumanResources@san Diego.gov or MS 56L

Question	Department Response
What is the contract for?	This is a consultant contract <u>amendment</u> to the original / existing which includes <u>geotechnical evaluation work</u> as well and structural and civil engineering work to design a soil nail retaining wall.
Are City employees currently performing any of the work?	No
Will any City employees be displaced as a result of this bid?	No
If this is a renewal of an existing contract, how long have these services been contracted out?	Original Contract Date: September 2009
Is this a Public Works Contract? (construction, reconstruction or repair of City buildings, street or other facilities)	This is a Design Consultant Contract Amendment
Is this a Tenant Improvement?	No
Was another department contacted to determine if they can or do perform this service (i.e. Streets, Facilities, etc.)? If so, please attach communication.	No

See email

What is the amendment for streets really? Can't they do work?

NOTE: If a public works construction contract and over \$100k, see City Charter Section 94.

HUMAN RESOURCES DEPARTMENT USE ONLY

Based on the Department's representation, this contract is _____
 from a labor relations perspective.

V. David
 Human Resources Department Liaison

APPROVED

6-18-14
 Date

6/13
 6/12/14
 [Signature]

MAYORAL APPROVAL OF CONTRACT AWARD
CITY OF SAN DIEGO
EQUAL OPPORTUNITY CONTRACTING PROGRAM EVALUATION

DATE:
FILE COPY ONLY
October 1, 2014

SUBJECT: Torrey Pines Road Slope Reconstruction Project – Consultant Agreement Amendment #1 with Leighton & Associates, Inc.

GENERAL CONTRACT INFORMATION

Recommended Consultant: Leighton & Associates, Inc. (Not Certified, Caucasian-Male)

Amount of this Action: \$ 29,900.00
Original Agreement: \$174,000.00
Cumulative Amount: \$203,900.00 (Not to Exceed)

Funding Source: City of San Diego

Goal: 15% Voluntary

SUBCONSULTANT PARTICIPATION

	<u>This Action</u>	<u>Percent</u>	<u>Cumulative</u>	<u>Percent</u>
Earth Support Systems, Inc. (Not Certified, Caucasian-Male)	\$ 8,300.00	27.76%	\$ 8,300.00	4.07%
Van Dyke Landscape (Not Certified, Caucasian-Male)	\$ 0.00	0.00%	\$ 0.00	0.00%
MARRS Services, Inc. (DBE/MBE/WBE, Asian-Female)	\$ 14,800.00	49.50%	\$ 14,800.00	7.26%
Total Certified Participation	\$ 14,800.00	27.76%	\$ 14,800.00	7.26%
Total Non-Certified Participation	\$ 8,300.00	49.50%	\$ 8,300.00	4.07%
Total Subcontractor Participation	\$ 23,100.00	77.26%	\$ 23,100.00	11.33%

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

Equal Opportunity: Required

Leighton & Associates, Inc. submitted a Work Force Report for their San Diego employees dated, August 26, 2014 indicating 10 employees in their Administrative Work Force. The firm has fewer than 15 employees and therefore, is exempt from the employment category goals.

This agreement is subject to the City's Equal Opportunity Contracting (San Diego Ordinance No. 18173, Section 22.2701 through 22.2708) and Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517).

ADDITIONAL COMMENTS

(H105104)

MB
CCA



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

WORK FORCE REPORT

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

NO OTHER FORMS WILL BE ACCEPTED
CONTRACTOR IDENTIFICATION

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

Name of Company: Leighton and Associates, Inc.

ADA/DBA: N/A

Address (Corporate Headquarters, where applicable): 17781 Cowan

City: Irvine County: Orange State: CA Zip: 92614

Telephone Number: (949) 250-1421 Fax Number: (949) 250-1114

Name of Company CEO: Andrew A. Price, PG, CEG

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

Address: 3934 Murphy Canyon Road B-205

City: San Diego County: San Diego State: CA Zip: 92123

Telephone Number: (858) 292-8030 Fax Number: (858) 292-0771

Type of Business: Consultants Type of License: _____

The Company has appointed: Kristene Lindert

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: 17781 Cowan, Irvine, CA 92614

Telephone Number: (949) 681-4248 Fax Number: (949) 250-1114

- 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 Leighton and Associates, Inc.

(Firm Name)

Orange

(County)

CA

(State)

hereby certify that information provided

herein is true and correct. This document was executed on this 26 day of August, 2014

[Signature]
 (Authorized Signature)

Andrew A. Price, PG, CEG

(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: Leighton and Associates, Inc.

DATE: 8/26/2014

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

COUNTY: San Diego

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

- (1) Black, African-American
- (2) Hispanic, Latino, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial												1		
Professional														
A&E, Science, Computer												4		
Technical												2	1	
Sales														1
Administrative Support													1	
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column	0	0	0	0	0	0	0	0	0	0	0	0	7	2	0	1
--------------------	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---

Grand Total All Employees 10

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

Disabled	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
----------	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 3

NAME OF FIRM: Leighton and Associates, Inc.

DATE: 8/25/2014

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

COUNTY: San Diego

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

- | | |
|--|--|
| (1) Black, African-American | (5) Filipino |
| (2) Hispanic, Latino, Mexican-American, Puerto Rican | (6) White, Caucasian |
| (3) Asian, Pacific Islander | (7) Other ethnicity; not falling into other groups |
| (4) American Indian, Eskimo | |

TRADE OCCUPATIONAL CATEGORY Not Applicable	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers, Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														
Totals Each Column														
Grand Total All Employees	[REDACTED]													
Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:														
Disabled														

File: Admin WOFO 2010
 Date WOFO Submitted: 8/26/2014
 Input by: CA

Goals reflect statistical labor force availability for the following:
 2010 CLFA
 San Diego County, CA

City of San Diego/Equal Opportunity Contracting
WORK FORCE ANALYSIS REPORT
 FOR
 Company: **Leighton and Associates, Inc.**

I. TOTAL WORK FORCE:

	CLFA Goals		Black		Latino		Asian		American Indian		Filipino		White		Other	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Mgmt & Financial	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Professional	3.7%	3.8%	15.7%	0	0	0	0	0	0	0	0	0	0	0	0	0
A&E, Science, Computer	3.8%	0	16.7%	0	0	0	0	0	0	0	0	0	0	0	0	0
Technical	2.5%	0	9.8%	0	0	0	0	0	0	0	0	0	0	0	0	0
Sales	4.9%	0	17.5%	0	0	0	0	0	0	0	0	0	0	0	0	0
Administrative Support	4.0%	0	26.8%	0	0	0	0	0	0	0	0	0	0	0	0	0
Services	6.1%	0	27.7%	0	0	0	0	0	0	0	0	0	0	0	0	0
Crafts	5.0%	0	43.8%	0	0	0	0	0	0	0	0	0	0	0	0	0
Operative Workers	4.9%	0	29.4%	0	0	0	0	0	0	0	0	0	0	0	0	0
Transportation	3.1%	0	47.8%	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers	8.3%	0	38.0%	0	0	0	0	0	0	0	0	0	0	0	0	0
	3.8%	0	60.5%	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

HOW TO READ TOTAL WORK FORCE SECTION:

The information blocks in Section 1 (Total Work Force) identify the absolute number of the firm's employees. Each employee is listed in their respective ethnic/gender and employment category. The percentages listed under the heading of "CLFA Goals" are the County Labor Force Availability goals for each employment and ethnic/gender category.

II. EMPLOYMENT ANALYSIS

	TOTAL EMPLOYEES		Female Goals	
	M	F	M	F
Mgmt & Financial	1	0	0	40.6%
Professional	0	0	0	61.0%
A&E, Science, Computer	3	2	1	23.0%
Technical	0	0	0	47.1%
Sales	2	1	1	48.5%
Administrative Support	0	0	0	70.7%
Services	0	0	0	62.6%
Crafts	0	0	0	7.2%
Operative Workers	0	0	0	31.8%
Transportation	0	0	0	19.2%
Laborers	0	0	0	14.1%
TOTAL	10	7	3	

HOW TO READ EMPLOYMENT ANALYSIS SECTION:

The percentages listed in the goals column are calculated by multiplying the CLFA goals by the number of employees in that job category. The number in that column represents the percentage of each protected group that should be employed by the firm to meet the CLFA goal. A negative number will be shown in the discrepancy column for each underrepresented goal of at least 1.00 position.

This firm has fewer than 15 employees and is, therefore, exempt from the employment category goals.



THE CITY OF SAN DIEGO

Date of Notice: 10/10/2013

NOTICE OF RIGHT TO APPEAL ENVIRONMENTAL DETERMINATION

DEVELOPMENT SERVICES DEPARTMENT

PROJECT NAME/NUMBER: Torrey Pines Slope Restoration /236131

COMMUNITY PLAN AREA: La Jolla Community Plan

COUNCIL DISTRICT: 1

LOCATION: The project is located on the south side of Torrey Pines Road between Little Street and Roseland Drive within the La Jolla Community Plan.

PROJECT DESCRIPTION: Approval of the Site Development Permit (SDP) would allow for the reconstruction of a sloughing slope and the replacement of the existing gunite retaining wall with a new retaining wall. The new retaining wall is being constructed in order to protect Torrey Pines Road from the eroding slope. The new wall would be approximately 335 foot long and would have a simulated boulderscape face and would vary in height from 13 feet to 25 feet. The top of the new wall would have 44-inch high posts and cable safety railings with a concrete brow ditch immediately behind the wall. The toe of the slope would be excavated to allow for the required space for the wall installation.

ENTITY CONSIDERING PROJECT APPROVAL: City of San Diego Planning Commission.

ENVIRONMENTAL DETERMINATION: CEQA Exemption 15302 (REPLACEMENT OR RECONSTRUCTION)

ENTITY MAKING ENVIRONMENTAL DETERMINATION: City of San Diego

STATEMENT SUPPORTING REASON FOR ENVIRONMENTAL DETERMINATION: The City of San Diego has determined that the project meets the categorical exemption criteria set forth in CEQA State Guidelines Section 15302. The exemption allows for the replacement or reconstruction of existing facilities where the new structure will be located on the same site and will have substantially the same purpose. Since the project would replace the existing retaining wall and reconstruct the hillside it was determined that the exemption applies. A biological survey report was prepared and determined that the construction of the wall would not result in significant impacts to biological resources. Because the textured and colored boulderscape pattern on the new wall would be consistent with the natural setting of the area and would have a higher aesthetic value than the existing gunite wall significant visual impact would not occur. It was determined that minimal changes to the environment would occur due to the implementation of the project and the exceptions listed in CEQA Section 21080.21 would not apply.

ROWDD/ PW Dept.

Torrey Pines Road Slope Reconstruction S-00877

2625 CHECKLIST:

Include the applicable supporting documents/ information before you initiate the internal/external routing

Supporting Documents/ Information	Included	Not Required for this Action
<u>EOC review</u>		
Notice of Intent to Award letter		X
Sub-consultant/contractor participation sheet		X
Work Force Report (if more than 6 months old on file)		X
Prism Certification (for Prime and Subs)		X
Summary to date of Sub-consultant /contractor participation (for As-needed/ JOC)		X
<u>Environmental Review</u> (consult with PW Environmental group)		
Environmental document/clearance form such as NORA / NOD (if applicable)		X
<u>Financial Review</u>		
Contractor's bid price/ sheet (volume 2) OR Task proposal for as-needed consultant/ JOC	X	
Any grant authorization info (i.e., E-76 for Federal funding, etc.)		X
Engineer's estimate – cost summary (W&S only)		X
1472 for as-needed agreement/ JOC/ project specific (without attachments)		X
FY Contracts to Go to Construction w/the project highlighted.	X	
Council Resolutions (if applicable w/o attachments)		X
Phase Funding Agreement (if applicable)		X
<u>General Review</u>		
Project location map	X	
Community Outreach efforts		X
Labor Relation Approval (if applicable)	X	

FIRST AMENDMENT TO AGREEMENT

This First Amendment to the *Torrey Pines Road Slope Repair Project* (Contract No. H105104) dated *September 8, 2010* [Agreement], is hereby entered into by and between the City of San Diego [City], a municipal corporation, and Leighton and Associates, Inc. [Design Professional].

RECITALS

A. The City and Design Professional [collectively referenced herein as the "Parties"] entered into the Agreement, which is on file in the Office of the City Clerk as Document No. C-15343, to provide *engineering services* for *Torrey Pines Road Slope Repair Project*.

B. The City desires to execute a First Amendment to the Agreement for the Design Professional to provide additional Professional Services, as indicated in the expanded Scope of Services [Exhibit A-1], for a compensation amount not to exceed **\$29,900**, with total compensation for services provided under the Agreement not to exceed **\$203,900**.

C. Design Professional desires to provide the services required under this First Amendment.

NOW, THEREFORE, in consideration of the Recitals stated above and incorporated herein by this reference and the mutual obligations of the Parties expressed herein, the Parties agree to modify the Agreement, which is incorporated herein by reference, as follows:

1. Section 1.1 is amended to read as follows:

ADD: "The Design Professional shall perform Professional Services as set forth in the written Scope of Services [Exhibit A-1] at the direction of the City as specifically enumerated in the Compensation and Fee Schedule [Exhibit B-1], and in accordance to the Time Schedule [Exhibit C-1]."

2. DELETE Section 2.1 in its entirety and REPLACE with the following:

“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 **September 2, 2015**, whichever is the earliest but not to exceed five years unless approved by City ordinance.”

3. Section 3.1 is amended to read as follows:

ADD: “The City shall pay the Design Professional for all Professional Services and all expenses related to performance under this First Amendment to the Agreement, in an amount not to exceed **\$29,900**, as set forth in the Compensation and Fee Schedule [Exhibit B-1]. The Design Professional shall be entitled to compensation for Professional Services under this First Amendment to the Agreement, whether within the Scope of Services or as Additional Services, based on the Compensation and Fee Schedule. For the duration of this First Amendment to the Agreement, the Design Professional shall not be entitled to fees which exceed the Compensation and Fee Schedule. The Total Compensation to Design Professional under this Agreement shall not exceed **\$203,900.**”

4. Article IV is amended to read as follows:

DELETE Section 4.3.3.2 in its entirety and REPLACE with the following:

“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.”

5. DELETE Section 4.3.4.1 in its entirety and REPLACE with the following:

“4.3.4.1 Commercial General Liability Insurance Endorsements.

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

PRIMARY AND NON-CONTRIBUTORY COVERAGE. The policy or policies must be endorsed to provide that the insurance afforded by the Commercial General Liability policy or policies is primary to any insurance or self-insurance of the City of San Diego and its elected

officials, officers, employees, agents and representatives as respects operations of the Named Insured. Any insurance maintained by the City of San Diego and its elected officials, officers, employees, agents and representatives shall be in excess of Design Professional's insurance and shall not contribute to it."

6. DELETE Section 4.3.4.2 in its entirety and REPLACE with the following:

"4.3.4.2 Automobile Liability Insurance Endorsements

ADDITIONAL INSURED. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Additional Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Design Professional."

7. ADD: **"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 Consultant and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.

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

4.20.1.1. Copies of such prevailing rate of per diem wages are on file at the City and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Consultant and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

4.20.1.2. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Agreement. If the published wage rate refers to a predetermined wage rate to

become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Agreement in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Agreement, each successive predetermined wage rate shall apply to this Agreement on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Agreement, such wage rate shall apply to the balance of the Agreement.

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

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

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

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

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

4.20.7. Labor Code Section 1861 Certification. Consultant in accordance with California Labor Code section 3700 is required to secure the payment of compensation of

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

4.20.8. Labor Compliance Program. The City has its own Labor Compliance Program (LCP) as authorized by the DIR since 2011. 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. Any questions concerning the City's LCP shall be directed the Equal Opportunity Compliance Program office.

8. Article VI is amended to read as follows:

DELETE Section 6.1 in its entirety and REPLACE with the following:

“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, attorney's 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.”

9. Article IX is amended to read as follows:

ADD: **“9.24 Equal Benefits Ordinance.** This Agreement is subject to the Equal Benefits Ordinance [EBO]. All consultants are required to complete the Equal Benefits Ordinance Certification of Compliance included herein as Exhibit K. Effective January 1, 2011, any contract awarded from this solicitation is subject to the City of San Diego's Equal Benefits Ordinance [EBO], Chapter 2, Article 2, Division 43 of the San Diego Municipal Code [SDMC].

In accordance with the EBO, contractors must certify they will provide and maintain equal benefits as defined in SDMC §22.4302 for the duration of the contract [SDMC §22.4304(f)]. Failure to maintain equal benefits is a material breach of the contract [SDMC §22.4304(e)]. Contractors must notify employees of their equal benefits policy at the time of hire and during

open enrollment periods and must post a copy of the following statement in an area frequented by employees:

During the performance of a contract with the City of San Diego, this employer will provide equal benefits to its employees with spouses and its employees with domestic partners.

Contractors also must give the City access to documents and records sufficient for the City to verify the contractors are providing equal benefits and otherwise complying with EBO requirements. Full text of the EBO and the Rules Implementing the Equal Benefits Ordinance are posted on the City's website at www.sandiego.gov/purchasing/ or can be requested from the Equal Benefits Program at (619) 533-3948."

10. The following attachments are incorporated herein by reference as follows:

Exhibits A-1 (Scope of Services), B-1 (Compensation and Fee Schedule), C-1 (Time Schedule) and K (Equal Benefits Ordinance Certification of Compliance).

11. The Parties agree that this First Amendment to the Agreement represents the entire understanding of the Design Professional and the City and affects only those paragraphs referred to, and all other terms and conditions of the Agreement remain in full force and effect.

The remainder of this page has been intentionally left blank.

IN WITNESS WHEREOF, this First Amendment to the *Torrey Pines Road Slope Repair Project* is executed by the City of San Diego acting by and through its Mayor, or his designee, pursuant to San Diego Municipal Code section 22.3207 authorizing such execution, and by the Design Professional.

THE CITY OF SAN DIEGO
Mayor or Designee

By: [Signature] 11/7/14
W. Downs Prior
Principal Contract Specialist
Public Works Contracts

Leighton & Associates, Inc.
By: [Signature]
Name: Michael R. Stewart
Title: SA V. P.
Date: Oct 8, 2014

I HEREBY APPROVE the form and legality of the foregoing Amendment on this 12th day of NOVEMBER, 2014.

JAN I. GOLDSMITH, City Attorney
By: [Signature]
[*Name of Deputy City Attorney*]
Deputy City Attorney RYAN GERRITY

**SCOPE OF
SERVICES FOR
CITY OF SAN DIEGO**

Torrey Pines Road Slope Repair Project,
La Jolla, San Diego, California

AMENDMENT TO AGREEMENT

Description: Finalization of the construction plans and specifications are needed. In addition, engineering consultation during bidding, attending public meetings, and geotechnical engineering quality assurance / quality control (QA/QC) services during construction are needed.

Part A: Phase 1 - Task 1 (Construction Documents)

1. Scope increased to include a new traffic control plan (one sheet, 1"=40'),

Exclusion and Assumptions:

1. We are not anticipating any additional comments that would require additional engineering analysis and/or design efforts.
2. If not engaged to verify the accurate utility locations through as-built research and potholing, the City will provide such information prior to starting the final 100% design process.
3. The following items are excluded at the request of the City:
 - a. Drainage Studies, WQMP, Conveyance Design & Calculations
 - b. Design calculations for water pipeline
 - c. Construction Record Drawings
 - d. Surveying, ROW or easement documents
 - e. Environmental documents
 - f. Dry utility coordination or relocation.

Part B: Phase 1 - Task 2 (Project Meetings)

1. Scope was reduced to attending 2 internal meetings and 1 public meeting.

Part C: Phase 2 – Task 3 (Bid and Construction Support Services)

1. Scope added for Leighton, Earth Support Systems, and MARRS to provide limited services during the bidding process and construction activities.

COMPENSATION AND FEE SCHEDULE

Part A: Phase 1 - Task 1 (Construction Documents) \$11,700.00

Part B: Phase 1 - Task 2 (Project Meetings) -\$2,500.00

Part C: Phase 2 - Task 3 (Bid and Construction Support Services) \$20,700.00

Total: \$29,900.00

**LEIGHTON CONSULTING, INC.
SCHEDULE OF HOURLY RATES
Effective January 1, 2014**

<u>Title</u>	<u>Rate</u>
Principal Engineer	\$203.00
Associate Engineer/Project Manager	\$189.00
Project Engineer	\$149.00
Staff Engineer	\$117.00
AutoCadd	\$104.00
Admin	\$72.00
Soil Tech (PW)	\$104.00

TIME SCHEDULE

<u>TASK</u>	<u>DURATION (from contract NTP)</u>
Part A: Phase 1 - Task 1 (Construction Documents)	90% Submittal - 45 days
Part B: Phase 1 - Task 2 (Project Meetings)	Varies
Part C: Phase 2 - Task 3 (Bid and Construction Support Services)	Varies

EXHIBIT K - Equal Benefits Ordinance Certification of Compliance

EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE



For additional information, contact:
CITY OF SAN DIEGO
EQUAL BENEFITS PROGRAM
 202 C Street, MS 9A, San Diego, CA 92101
 Phone (619) 533-3948 Fax (619) 533-3220

COMPANY INFORMATION

Company Name: Leighton & Associates, Inc.	Contact Name: Dave Olson
Company Address: 17781 Cowan, Irvine, CA 92614	Contact Phone: 619-572-2474
	Contact Email: dolson@leightongroup.com

CONTRACT INFORMATION

Contract Title: Torrey Pines Road Slope Repair	Start Date: 9/8/2010
Contract Number (if no number, state location): C-15343	End Date:

SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS

The Equal Benefits Ordinance [EBO] requires the City to enter into contracts only with contractors who certify they will provide and maintain equal benefits as defined in San Diego Municipal Code §22.4302 for the duration of the contract. To comply:

- Contractor shall offer equal benefits to employees with spouses and employees with domestic partners.
 - Benefits include health, dental, vision insurance; pension/401(k) plans; bereavement, family, parental leave; discounts, child care; travel/relocation expenses; employee assistance programs; credit union membership; or any other benefit.
 - Any benefit not offered to an employee with a spouse, is not required to be offered to an employee with a domestic partner.
- Contractor shall post notice of firm's equal benefits policy in the workplace and notify employees at time of hire and during open enrollment periods.
- Contractor shall allow City access to records, when requested, to confirm compliance with EBO requirements.
- Contractor shall submit *EBO Certification of Compliance*, signed under penalty of perjury, prior to award of contract.

NOTE: This summary is provided for convenience. Full text of the EBO and its Rules are posted at www.sandiego.gov/administration.

CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION

Please indicate your firm's compliance status with the EBO. The City may request supporting documentation.

- I affirm **compliance** with the EBO because my firm (*contractor must select one reason*):
- Provides equal benefits to spouses and domestic partners.
 - Provides no benefits to spouses or domestic partners.
 - Has no employees.
 - Has collective bargaining agreement(s) in place prior to January 1, 2011, that has not been renewed or expired.

- I request the City's approval to pay affected employees a **cash equivalent** in lieu of equal benefits and verify my firm made a reasonable effort but is not able to provide equal benefits upon contract award. I agree to notify employees of the availability of a cash equivalent for benefits available to spouses but not domestic partners and to continue to make every reasonable effort to extend all available benefits to domestic partners.

It is unlawful for any contractor to knowingly submit any false information to the City regarding equal benefits or cash equivalent associated with the execution, award, amendment, or administration of any contract. [San Diego Municipal Code §22.4307(a)]

Under penalty of perjury under laws of the State of California, I certify the above information is true and correct. I further certify that my firm understands the requirements of the Equal Benefits Ordinance and will provide and maintain equal benefits for the duration of the contract or pay a cash equivalent if authorized by the City.

Kristene Lindert/HR Generalist Kristene Lindert 11/7/14
 Name/Title of Signatory Signature Date

FOR OFFICIAL CITY USE ONLY

Receipt Date: EBO Analyst: Approved Not Approved – Reason:

NOTICE OF EXEMPTION

(Check one or both)

TO: X RECORDER/COUNTY CLERK
P.O. BOX 1750, MS A-33
1600 PACIFIC HWY, ROOM 260
SAN DIEGO, CA 92101-2422

FROM: CITY OF SAN DIEGO
DEVELOPMENT SERVICES DEPARTMENT
1222 FIRST AVENUE, MS 501
SAN DIEGO, CA 92101

 OFFICE OF PLANNING AND RESEARCH
1400 TENTH STREET, ROOM 121
SACRAMENTO, CA 95814

PROJECT NO.: 236131

PROJECT TITLE: Torrey Pines Slope Restoration

PROJECT LOCATION-SPECIFIC: The project is located on the south side of Torrey Pines Road between Little Street and Roseland Drive within the La Jolla Community Plan.

PROJECT LOCATION-CITY/COUNTY: San Diego/San Diego

DESCRIPTION OF NATURE AND PURPOSE OF THE PROJECT: Approval of the Site Development Permit (SDP) would allow for the reconstruction of a sloughing slope and the replacement of the existing gunite retaining wall with a new retaining wall. The new retaining wall is being constructed in order to protect Torrey Pines Road from the eroding slope. The new wall would be approximately 335 foot long and would have a simulated boulderscape face and would vary in height from 13 feet to 25 feet. The top of the new wall would have 44-inch high posts and cable safety railings with a concrete brow ditch immediately behind the wall. The toe of the slope would be excavated to allow for the required space for the wall installation.

NAME OF PUBLIC AGENCY APPROVING PROJECT: City of San Diego

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT: City of San Diego Engineering and Capital Projects,
Contact Bill Mercer, (619) 533-5455.

EXEMPT STATUS: (CHECK ONE)

- MINISTERIAL (SEC. 21080(b)(1); 15268);
- DECLARED EMERGENCY (SEC. 21080(b)(3); 15269(a));
- EMERGENCY PROJECT (SEC. 21080(b)(4); 15269 (b)(c))
- CATEGORICAL EXEMPTIONS: 15302 (REPLACEMENT OR RECONSTRUCTION)
- STATUTORY EXEMPTION:

REASONS WHY PROJECT IS EXEMPT: The City of San Diego has determined that the project meets the categorical exemption criteria set forth in CEQA State Guidelines Section 15302. The exemption allows for the replacement or reconstruction of existing facilities where the new structure will be located on the same site and will have substantially the same purpose. Since the project would replace the existing retaining wall and reconstruct the hillside it was determined that the exemption applies. A biological survey report was prepared and determined that the construction of the wall would not result in significant impacts to biological resources. Because the textured and colored boulderscape pattern on the new wall would be consistent with the natural setting of the area and would have a higher aesthetic value than the existing gunite wall significant visual impact would not occur. It was determined that minimal changes to the environment would occur due to the implementation of the project and the exceptions listed in CEQA Section 21080.21 would not apply.

LEAD AGENCY CONTACT PERSON: JEFF SZYMANSKI

TELEPHONE: (619) 446-5324

IF FILED BY APPLICANT:

1. ATTACH CERTIFIED DOCUMENT OF EXEMPTION FINDING.
2. HAS A NOTICE OF EXEMPTION BEEN FILED BY THE PUBLIC AGENCY APPROVING THE PROJECT?
 YES NO

IT IS HEREBY CERTIFIED THAT THE CITY OF SAN DIEGO HAS DETERMINED THE ABOVE ACTIVITY TO BE EXEMPT FROM CEQA

Jeff E. Szymanski
SIGNATURE/TITLE SENIOR PLANNER

October 8, 2013
DATE

CHECK ONE:

- SIGNED BY LEAD AGENCY
- SIGNED BY APPLICANT

DATE RECEIVED FOR FILING WITH COUNTY CLERK OR OPR:



THE CITY OF SAN DIEGO

Date of Notice: 10/10/2013

NOTICE OF RIGHT TO APPEAL ENVIRONMENTAL DETERMINATION

DEVELOPMENT SERVICES DEPARTMENT

PROJECT NAME/NUMBER: Torrey Pines Slope Restoration /236131

COMMUNITY PLAN AREA: La Jolla Community Plan

COUNCIL DISTRICT: 1

LOCATION: The project is located on the south side of Torrey Pines Road between Little Street and Roseland Drive within the La Jolla Community Plan.

PROJECT DESCRIPTION: Approval of the Site Development Permit (SDP) would allow for the reconstruction of a sloughing slope and the replacement of the existing gunite retaining wall with a new retaining wall. The new retaining wall is being constructed in order to protect Torrey Pines Road from the eroding slope. The new wall would be approximately 335 foot long and would have a simulated boulderscape face and would vary in height from 13 feet to 25 feet. The top of the new wall would have 44-inch high posts and cable safety railings with a concrete brow ditch immediately behind the wall. The toe of the slope would be excavated to allow for the required space for the wall installation.

ENTITY CONSIDERING PROJECT APPROVAL: City of San Diego Planning Commission.

ENVIRONMENTAL DETERMINATION: CEQA Exemption 15302 (REPLACEMENT OR RECONSTRUCTION)

ENTITY MAKING ENVIRONMENTAL DETERMINATION: City of San Diego

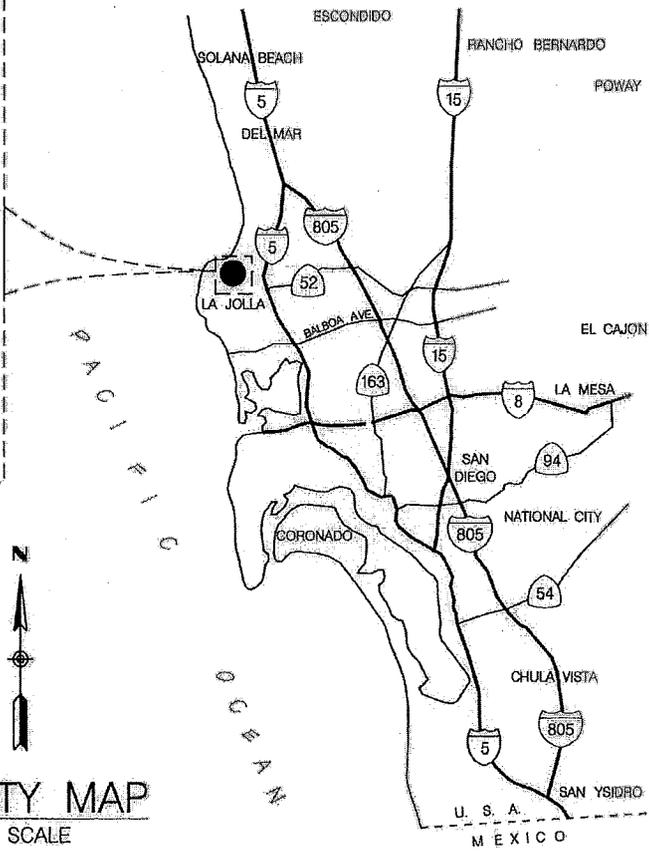
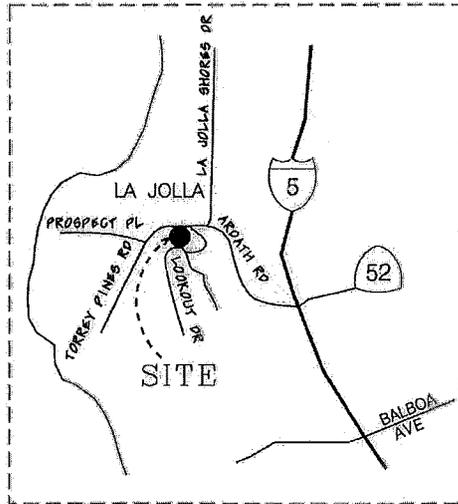
STATEMENT SUPPORTING REASON FOR ENVIRONMENTAL DETERMINATION: The City of San Diego has determined that the project meets the categorical exemption criteria set forth in CEQA State Guidelines Section 15302. The exemption allows for the replacement or reconstruction of existing facilities where the new structure will be located on the same site and will have substantially the same purpose. Since the project would replace the existing retaining wall and reconstruct the hillside it was determined that the exemption applies. A biological survey report was prepared and determined that the construction of the wall would not result in significant impacts to biological resources. Because the textured and colored boulderscape pattern on the new wall would be consistent with the natural setting of the area and would have a higher aesthetic value than the existing gunite wall significant visual impact would not occur. It was determined that minimal changes to the environment would occur due to the implementation of the project and the exceptions listed in CEQA Section 21080.21 would not apply.

DEVELOPMENT PROJECT MANAGER: John Fisher
MAILING ADDRESS: 1222 First Avenue, MS 302 San Diego, CA 92101
PHONE NUMBER: 619-446-5231

On 10/8/2013 the City of San Diego made the above-referenced environmental determination pursuant to the California Environmental Quality Act (CEQA). This determination is appealable to the City Council. If you have any questions about this determination, contact the City Development Project Manager listed above.

Applications to appeal CEQA determination made by staff (including the City Manager) to the City Council must be filed in the office of the City Clerk within 10 business days from the date of the posting of this Notice, therefore the appeal period would end on 10/24/13. The appeal application can be obtained from the City Clerk, 202 'C' Street, Second Floor, San Diego, CA 92101.

This information will be made available in alternative formats upon request.



OWNER

ROBERT A &
SARAH A VANHUZUM

ASSESSOR PARCEL NUMBER

352-010-13

REFERENCES

CITY OF SAN DIEGO SURVEY FIELD NOTES
BY: RODGERS, 5/15/2002, W.O. 526740
L.C. 250-1689

CITY OF SAN DIEGO DWG. 6685-D

BASIS OF BEARINGS

FOR THIS PROJECT IS DERIVED FROM A PREVIOUS STATIC GPS SURVEY USING GPS 167 AND GPS 253 AS SHOWN ON ROS 14492 I.E. N38° 45'15"W MAG83, FEET, ZONE 6 (EPOCH 91.35) UTILIZING RTK/GPS FIELD PROCEDURES WITH THE BASE STATION LOCATED AT AN AUTONOMOUS POINT AND CONSTRAINING TO GPS 167 AND GPS 253. CHECKED GPS 212

PREPARED BY:

THE CITY OF SAN DIEGO ENGINEERING & CAPITAL PROJECTS DEPT., FIELD DIV, LAND SURVEY SECTION, UNDER THE DIRECTION OF

FREDERICK R. LoPAGe, ASSOC. LAND SURVEYOR.

Frederick R. LoPague 3/24/05
FREDERICK R. LoPAGe P.L.S. 7524 DATE



RESOLUTION No.:

ADOPTED:

F/P:

RECORDED:

RETAINING WALL TIE-BACK EASEMENT

LOT 15 OF LA JOLLA HILLS SUBDIVISION MAP 1479

DESCRIPTION	BY	APPROVED	DATE	FILMED	CITY OF SAN DIEGO, CALIFORNIA	W.O. 526740
ORIGINAL	MV	FRL			SHEET 1 OF 2 SHEET	1890-6249
					FOR CITY ENGINEER	NAD 83 COORDINATES
					DATE	250-1689
						NAD 27 COORDINATES
						20348-1-B
STATUS						