

001005

DOCKET SUPPORTING INFORMATION
CITY OF SAN DIEGO

DATE:

109
11/18

EQUAL OPPORTUNITY CONTRACTING PROGRAM EVALUATION

October 13, 2008

SUBJECT: Replacement of Georgia Street Bridge over University Avenue – Consultant Agreement with Simon Wong Engineering, Inc.

GENERAL CONSULTANT INFORMATION

Recommended Contractor: Simon Wong Engineering, Inc.
Amount of this Action: \$ 242,968.48
Funding Source: City
Goals: 15% Voluntary

SUBCONSULTANT PARTICIPATION

	<u>This Action</u>		<u>Cumulative</u>	
Martin & Libby (DBE/Female Caucasian)	\$ 34,972	14.00%	\$ 34,972	14.00%
Ninyo & Moore (Other)	\$ 24,457	10.00%	\$ 24,457	10.00%
Nasland Engineering (Other)	\$ 22,620	9.00%	\$ 22,620	9.00%
Total Certified Participation	\$ 34,972	14.00%	\$ 34,972	14.00%
Total Subcontractor Participation	\$ 82,049	33.00%	\$ 82,049	33.00%

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

Equal Opportunity: Required

Simon Wong has submitted a Work Force Report for their San Diego employees dated August 4, 2008 indicating 104 employees in the Administrative Work Force. The Administrative Work Force Analysis indicates under-representations in the following categories:

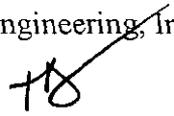
- Black in Technical and Administrative Support
- Hispanic in Administrative Support
- Asians in Technical
- Filipino in A&E, Science, Computer, Technical and Administrative Support
- Female in Technical

EOC Staff is concerned about the under representations in the contractor's workforce and non-participation of certified firms and therefore, has requested an Equal Employment Opportunity Plan and will continue to monitor the firm's effort to implement their plans.

This agreement is subject to the City's Equal Opportunity Contracting (San Diego Ordinance No. 18173, Section 22.2701 through 22.2702) and Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517)

ADDITIONAL COMMENTS

This action requests to execute the agreement between The City of San Diego and Simon Wong Engineering, Inc. for the purpose of developing Seismic Strategy Report.


RLL

File: Admin WOFO 2000

Date WOFO Submitted: 8/4/2008

Input by: Lad

Goals reflect statistical labor force availability for the following: 2000 CLFA San Diego, CA

City of San Diego/Equal Opportunity Contracting
WORK FORCE ANALYSIS REPORT

FOR
Company: Simon Wong Engineering

I. TOTAL WORK FORCE:

	Black		Hispanic			Asian			American Indian			Filipino			White		Other			
	Goals	M	F	Goals	M	F	Goals	M	F	Goals	M	F	Goals	M	F	M	F			
Mgmt & Financial	3.3%	0	1	11.9%	0	0	6.2%	1	0	0.4%	0	0	6.2%	0	0	1	0	0	0	0
Professional	4.0%	0	0	12.6%	0	0	6.5%	0	0	0.5%	0	0	6.5%	0	0	0	0	0	0	0
A&E, Science, Computer	2.8%	0	1	7.3%	3	1	16.2%	3	4	0.3%	0	0	16.2%	0	0	20	3	0	0	0
Technical	6.6%	1	0	14.8%	7	0	17.2%	2	1	0.4%	0	0	17.2%	0	0	21	1	0	0	0
Sales	3.9%	0	0	19.5%	0	0	6.8%	0	0	0.6%	0	0	6.8%	0	0	0	0	0	0	0
Administrative Support	7.0%	0	1	20.8%	0	2	8.8%	0	8	0.6%	0	0	6.8%	0	0	4	18	0	0	0
Services	5.5%	0	0	36.9%	0	0	9.7%	0	0	0.6%	0	0	9.7%	0	0	0	0	0	0	0
Crafts	4.5%	0	0	25.8%	0	0	9.1%	0	0	0.7%	0	0	9.1%	0	0	0	0	0	0	0
Operative Workers	4.3%	0	0	38.8%	0	0	20.8%	0	0	0.3%	0	0	20.8%	0	0	0	0	0	0	0
Transportation	8.1%	0	0	32.1%	0	0	4.5%	0	0	0.5%	0	0	4.5%	0	0	0	0	0	0	0
Laborers	4.4%	0	0	54.0%	0	0	4.1%	0	0	0.5%	0	0	4.1%	0	0	0	0	0	0	0
TOTAL		1	3		10	3		6	13		0	0		0	0	46	22		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.

Mgmt & Financial
Professional
A&E, Science, Computer
Technical
Sales
Administrative Support
Services
Crafts
Operative Workers
Transportation
Laborers

TOTAL EMPLOYEES		
ALL	M	F
3	2	1
0	0	0
35	26	9
33	31	2
0	0	0
33	4	29
0	0	0
0	0	0
0	0	0
0	0	0
0	0	0
TOTAL	104	63

Female Goals
39.8%
59.5%
22.3%
49.0%
49.4%
73.2%
62.3%
8.6%
36.7%
15.2%
11.1%

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.

II. EMPLOYMENT ANALYSIS

	Black			Hispanic			Asian			American Indian			Filipino			Female		
	Goals	Actual	Discrepancy	Goals	Actual	Discrepancy	Goals	Actual	Discrepancy	Goals	Actual	Discrepancy	Goals	Actual	Discrepancy	Goals	Actual	Discrepancy
Mgmt & Financial	0.10	1	N/A	0.36	0	N/A	0.19	1	N/A	0.01	0	N/A	0.19	0	N/A	1.19	1	N/A
Professional	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
A&E, Science, Computer	0.98	1	N/A	2.56	4	1.45	5.67	7	1.33	0.11	0	N/A	5.67	0	(5.67)	7.81	9	1.20
Technical	2.18	1	(1.18)	4.88	7	2.12	5.68	3	(2.68)	0.13	0	N/A	5.68	0	(5.68)	16.17	2	(14.17)
Sales	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
Administrative Support	2.31	1	(1.31)	6.86	2	(4.86)	2.90	8	5.10	0.20	0	N/A	2.90	0	(2.90)	24.16	29	4.84
Services	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
Crafts	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
Operative Workers	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
Transportation	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
Laborers	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00

Goals are set by job categories for each protected group. An underrepresentation is indicated by a negative number, but if the DISCREPANCY is less than -1.00 position, a N/A will be displayed to show there is no underrepresentation.

001009

REQUEST FOR COUNCIL ACTION
CITY OF SAN DIEGO

1. CERTIFICATE NUMBER 109
(FOR AUDITOR'S USE ONLY) 11/18
AC 2900268

TO: CITY ATTORNEY 2. FROM (ORIGINATING DEPARTMENT): ENGINEERING & CAPITAL PROJECTS 3. DATE: October 9, 2008

4. SUBJECT: REPLACEMENT OF GEORGIA STREET BRIDGE OVER UNIVERSITY AVENUE - CONSULTANT AGREEMENT WITH SIMON WONG ENGINEERING, INC.

5. PRIMARY CONTACT (NAME, PHONE, & MAIL STA.) Marnell Gibson 533-5213 MS908A 6. SECONDARY CONTACT (NAME, PHONE, & MAIL STA.) Brad Johnson 533-5120 MS908A 7. CHECK BOX IF REPORT TO COUNCIL IS ATTACHED

8. COMPLETE FOR ACCOUNTING PURPOSES

FUND	DEPT.	ORGANIZATION	OBJECT ACCOUNT	JOB ORDER	C.I.P. NUMBER	AMOUNT	9. ADDITIONAL INFORMATION / ESTIMATED COST:
MM	30244	30244	107	4279	525550	52-555.0	Contract Amount: \$ 242,968.48

10. ROUTING AND APPROVALS

ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED	ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
1	ORIG. DEPT	[Signature]	10/10/08	8	COO	Not required	
2	EAS	[Signature]	10/15/08	9	PURCHASING AND CONTRACTING	[Signature]	10/14/08
3	EOSP	[Signature]	10/13/08	10	CITY ATTORNEY	[Signature]	10/20/2008
4	COUNCIL LIAISON	[Signature]	10/14/08	11	ORIG. DEPT	[Signature]	10/24/08
5	CIP/FM	[Signature]	10/14/08	DOCKET COORD: COUNCIL LIAISON [Signature] 10/28/08			
6	COMPTROLLER	[Signature]	10/16/08	COUNCIL PRESIDENT [Signature] <input type="checkbox"/> SPOB CONSENT <input checked="" type="checkbox"/> <input type="checkbox"/> ADOPTION			
7	DEPUTY CHIEF	[Signature]	10/16/08	<input type="checkbox"/> REFER TO: COUNCIL DATE: 11/18/08			

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

1. Authorizing the Mayor or his designee to execute the Consultant Agreement between the The City of San Diego and Simon Wong Engineering, Inc. for the purpose of developing Seismic Strategy Report; and

11A. STAFF RECOMMENDATIONS: Adopt the resolutions

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

COUNCIL DISTRICT(S): 3
COMMUNITY AREA(S): Uptown, Greater North Park
ENVIRONMENTAL IMPACT: This activity (Consultant Agreement) is not subject to CEQA pursuant to State CEQA Guidelines 15060 (c) (3). The activity for which this agreement will be used is Statutorily Exempt from CEQA pursuant to State Guidelines 15262 (Feasibility & Planning Studies). However, additional environmental review will be necessary for any future geotechnical studies to be performed on the historic bridge.
HOUSING IMPACT: N/A
ATTACHMENTS: Consultant Agreement, AC 2900268

2. Authorizing the expenditure of an amount not to exceed \$242, 968.48 for the Agreement with Simon Wong Engineering, Inc., from Fund 30300 and 30310, TransNet, CIP 52-555.0, Georgia Street Bridge; and
3. Authorizing the City Comptroller upon advice of the administering department to transfer excess funds, if any to the appropriate reserves.

001010

CITY ATTORNEY
08 OCT 16 AM 10:11
CIVIL DIVISION

001011

EXECUTIVE SUMMARY SHEET

DATE REPORT ISSUED: October 9, 2008
ATTENTION: Council President and City Council
ORIGINATING DEPARTMENT: Engineering and Capital Projects
SUBJECT: Replacement of Georgia Street Bridge over
University Avenue- Consultant Agreement with
Simon Wong Engineering, Inc.
COUNCIL DISTRICT: 3
STAFF CONTACT: Marnell Gibson 533-2513/ Brad Johnson 533-5120

REQUESTED ACTION:

Executing the Consultant Agreement with Simon Wong Engineering, Inc., for the purpose of developing the Seismic Strategy Report for the Replacement of Georgia Street Bridge over University Avenue project.

STAFF RECOMMENDATION:

Adopt the Resolutions

EXECUTIVE SUMMARY:

The Consultant Agreement with Simon Wong Engineering, Inc. will develop a Seismic Strategy Report in accordance with Caltrans and Federal Highways Administration Guidelines. The report will address the feasibility of potential seismic retrofit alternatives for the Georgia Street Bridge over University Avenue. This National Register of Historic Places-listed structure has been evaluated by Caltrans and has been determined to be structurally deficient and functionally obsolete.

In accordance with AR25.60, the Engineering and Capital Projects Department conducted consultant team interviews on April 16, 2008 and selected Simon Wong Engineering, Inc. The interview panel consisted of Frank Gaines, Project Manager for the Engineering & Capital Projects Department, Joseph Asuncion - Caltrans Local Assistance, Robert Jones - Caltrans Structures Local Assistance, and Katherine Hon - Community Representative.

FISCAL CONSIDERATIONS:

The total fee for this Agreement is \$242,968.48. Funding is available in CIP 52-555.0, Replacement of Georgia Street Bridge over University Avenue, Fund 30300 and 30310, TransNet.

PREVIOUS COUNCIL ACTIONS:

R-285241, adopted January 23, 1995, Funding and Consultant contract, amended by Manager's Action May 24, 2002.

R-301548, adopted June 22, 2006, Additional Federal funding and Environmental Consultant contract.

001012

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:

Public meetings have been held in the past, but will resume on a regular basis once the consultant has prepared a detailed alternatives analysis and the environmental review process begins.

STAKEHOLDERS:

Uptown Planners, North Park Planning Committee, University Heights, Simon Wong Engineering, Ninyo & Moore, Nasland Engineering, Martin & Libby Structural Engineers.

EQUAL OPPORTUNITY CONTRACTING:

Funding Agency: City of San Diego (Transnet Funds)

Goals: 15% Voluntary (MBE/WBE/DBE/DVBE/OBE)

Subconsultant Participation: \$59,429 Certified Firms (24.4%)
\$22,620 Other Firms (9.3%)

Other: Workforce Report Submitted – Equal Opportunity Plan required. Staff will monitor plan and adherence to Nondiscrimination Ordinance.


Patti Boekamp, Director
Engineering and Capital Projects


David Jarrell
Deputy Chief Public Works

RESOLUTION NUMBER R-_____

DATE OF FINAL PASSAGE _____

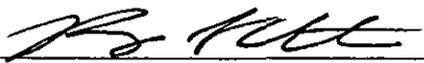
A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN DIEGO APPROVING A CONSULTANT AGREEMENT WITH SIMON WONG ENGINEERING, INC. FOR THE GEORGIA BRIDGE OVER UNIVERSITY AVENUE PROJECT IN THE UPTOWN, GREATER NORTH PARK COMMUNITY PLAN AREAS.

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

1. That the Mayor be and he is hereby authorized and empowered to execute, for and on behalf of said City, an agreement with Simon Wong Engineering, Inc, for the purpose of developing Seismic Strategy Report under the terms and conditions set forth in the Agreement on file in the office of the City Clerk as Document No. RR _____, together with any reasonably necessary modifications or amendments thereto which do not increase project scope or cost and which the Mayor shall deem necessary from time to time in order to carry out the purposes and intent of this project and agreement.
2. That the expenditure of an amount not to exceed \$242,968.48 from Fund 30300 and 30310, TransNet, CIP 52-555.0, Georgia Street Bridge, is authorized for the purpose of providing funds for the above referenced Project.
3. That the City Auditor and Comptroller, upon advice from the administering department, is authorized to transfer excess funds, if any, to the appropriate reserves.

BE IT FURTHER RESOLVED, that this activity is not subject to CEQA pursuant to State CEQA Guidelines Section 15060(c)(3). The activity for which this agreement will be used is Statutorily Exempt from CEQA pursuant to State Guidelines 15262 (Feasibility & Planning Studies.) However, additional environmental review will be necessary for any future geotechnical studies to be performed on the historic bridge.

APPROVED: MICHAEL J. AGUIRRE, City Attorney

By 
Ryan Kohut
Deputy City Attorney

RK:cfq
10/14/08
AC:2900268
Or.Dept:E&CP
R-2009-459

I hereby certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of _____.

ELIZABETH S. MALAND
City Clerk

By _____
Deputy City Clerk

Approved: _____
(date)

JERRY SANDERS, Mayor

Vetoed: _____
(date)

JERRY SANDERS, Mayor

001015

CAPITAL IMPROVEMENTS

FOR

THE CITY OF SAN DIEGO

Engineering & Capital Projects Department

AGREEMENT

FOR

*Replacement of the Georgia Street Bridge Over University Avenue
(Phase 1)*

(FEDERAL VERSION)

THE CITY OF SAN DIEGO

AND

Simon Wong Engineering

CONTRACT NUMBER: H084286

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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) Subconsultants List
 - (CC) Contract Activity Report
 - (DD) Disclosure of Discrimination Complaints
 - (EE) Equal Employment Opportunity Plan
 - (FF) Demonstrated Commitment to Equal Opportunity
- Exhibit E - Consultant Certification for a Drug-Free Workplace
- Exhibit F - ADA/Title 24 Consultant Certification
- Exhibit G - City Council Green Building Policy 900-14
- Exhibit H - California Labor Code section 1720
- Exhibit I - Consultant Evaluation Form
- Exhibit J - Vendor Registration Form

ATTACHMENTS

- 1 Certification of Local Agency
- 2 Certification of Consultant

**AGREEMENT BETWEEN THE CITY
OF SAN DIEGO AND *Simon Wong Engineering*
FOR CONSULTING SERVICES
(FEDERAL VERSION)**

THIS Agreement is made and entered into between the City of San Diego, a municipal corporation [City], and *Simon Wong Engineering* [Consultant] for the Consultant to provide Professional Services to the City on *Replacement of Georgia Street Bridge Over University Avenue* [Project].

RECITALS

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

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

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

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

ARTICLE I

PROFESSIONAL SERVICES

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

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

1.2 Contract Administrator. The *Engineering & Capital Projects Department* is the contract administrator for this Agreement. The Consultant shall provide Professional Services under the direction of a designated representative of the *Engineering & Capital Projects Department*. The City's designated representative will communicate with the Consultant on all matters related to the administration of this Agreement and the Consultant's performance of the Professional Services rendered hereunder. When this Agreement refers to communications to or with the City, those communications will be with the designated representative, unless the designated representative or the Agreement specifies otherwise.

Further, when this Agreement refers to an act or approval to be performed by City, that act or approval shall be performed by the Mayor, *Engineering & Capital Projects Department* Director, or designee, unless the Agreement specifies otherwise.

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

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

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

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

ARTICLE II

DURATION OF AGREEMENT

2.1 Term of Agreement. This Agreement shall be effective on the date it is executed by the last Party to sign the Agreement, and it shall be effective until completion of the Scope of Services.

2.2 Time of Essence. Time is of the essence for this Agreement. The time for performance of the Scope of Services is set forth in the Time Schedule.

2.3 Notification of Delay. The Consultant shall immediately notify the City in writing if the Consultant experiences or anticipates experiencing a delay in performing the Professional Services within the time frames set forth in the Time Schedule. 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 2.5-2.8 of this Agreement.

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

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

2.6 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 Consultant. 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 Consultant. After termination of this Agreement, the Consultant shall complete any and all additional work necessary for the orderly filing of documents and closing of the Consultant's Professional Services under this Agreement. For services rendered in completing the work, the Consultant shall be entitled to reasonable compensation for the Professional Services performed by the Consultant before the effective date of termination. After filing of documents and completion of performance, the Consultant shall deliver to the City all drawings, plans, calculations, specifications and other documents or records related to both the Project and to the Consultant's Professional Services on the Project. By accepting payment for completion, filing and delivering documents as called for in this paragraph, the Consultant 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 Consultant fails to perform or adequately perform any obligation required by this Agreement, the Consultant's failure constitutes a Default. A Default includes the Consultant's failure to adhere to the Time Schedule. If the Consultant 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 Consultant, and any person claiming any rights by or through the Consultant 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 Consultant.

2.8 - City's Right to Terminate for Bankruptcy or Assignment for the Benefit of Creditors. RESERVED

ARTICLE III COMPENSATION

3.1 Amount of Compensation. The City shall pay the Consultant for performance of all Professional Services rendered in accordance with this Agreement, including reasonably related expenses, in an amount not to exceed \$ 242,968.48.

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

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

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

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

ARTICLE IV

CONSULTANT'S OBLIGATIONS

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

4.2 Right to Audit.

4.2.1 Access. The City retains the right to review and audit, and the reasonable right of access to Consultant's and any Subconsultant's premises to review and audit Consultant'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 Consultant's premises, of any and all Project-related records with appropriate safeguards, if such retention is deemed necessary by the City in its sole discretion. This information shall be kept by the City in the strictest confidence allowed by law.

4.2.2 Audit. The City's Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that the City determines

is necessary to discover and verify that the Consultant 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 is 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.

4.2.2.1.1 Accounting Records. The Consultant shall maintain complete and accurate records in accordance with generally accepted accounting practices in the industry. The Consultant shall make available to the City for review and audit, all project related accounting records and documents, and any other financial data. Upon the City's request, the Consultant shall submit exact duplicates of originals of all requested records to the City.

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

4.2.4 Compliance Required before Mediation or Litigation. A condition precedent to proceeding with mandatory mediation provided for in Article VII is the Consultant's 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 4.3.2; 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 \$2 million per claim and \$4 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. All defense costs shall be outside the limits of the policy.

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.

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

4.3.4.2 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 automobile owned, leased, hired or borrowed by or on behalf of the Design Professional.

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

4.3.4.3 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 Subconsultants. The Consultant's hiring or retaining of any third parties [Subconsultants] to perform services related to the Project [Subconsultant Services] is subject to prior approval by the City. The Consultant shall list on the Subconsultants List [Exhibit D Attachment BB] all Subconsultants known to the Consultant at the time this Agreement is entered. If at any time after this Agreement is entered into the Consultant identifies a need for additional Subconsultant Services, the Consultant shall give written notice to the City of the need, at least forty-five days before entering into a contract for such Subconsultant Services. The Consultant's notice shall include a justification, a description of the scope of work, and an estimate of all costs for the Subconsultant Services. The Consultant 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 Subconsultant Contract. All contracts entered into between the Consultant and any Subconsultant 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 Subconsultant 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 Subconsultant shall obtain, and the Consultant shall require the Subconsultant to obtain, all policies described in Section 4.3.1 ~~in the amounts required by the City, which shall not be greater than the amounts required of the Consultant.~~

4.4.1.2 The Consultant is obligated to pay the Subconsultant, for Consultant- and City-approved invoice amounts, out of amounts paid by the City to the Consultant, not later than ten (10) calendar days from the Consultant's receipt of payment from the City. Nothing in this paragraph shall be construed to impair the right of the Consultant and any Subconsultant to negotiate fair and reasonable pricing and payment provisions among themselves.

4.4.1.3 No retainage (i.e. withheld funds) will be held by the City from progress payments due to the Consultant except as allowed by law. Any retainage held by Consultant from progress payments due the Subconsultant shall be promptly paid in full within thirty days after the Subconsultant's work is satisfactorily completed. Consistent with 49 CFR § 26.29, any delay or postponement of payment over 30 days may occur only for good cause and

with the City's prior written approval. Any violation of this provision shall subject the violating Consultant to all applicable penalties, sanctions, and remedies, including without limitation those provided in Cal. Bus. & Prof. Code §7108.5.

4.4.1.4 In the case of a deficiency in the performance of Subconsultant Services, the Consultant shall notify the City in writing of any withholding of payment to the Subconsultant, 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 Subconsultant must take in order to receive the amount withheld. Once the Subconsultant corrects the deficiency, the Consultant shall pay the Subconsultant the amount withheld within ten (10) calendar days of the Consultant's receipt of the City's next payment.

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

4.4.1.6 The Subconsultant 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.

4.5 Contract Activity Report. The Consultant 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 Consultant shall provide an invoice from each Subconsultant listed in the report. The Consultant agrees to issue payment to each firm listed in the Report within fourteen working days of receiving payment from the City for Subconsultant 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 Consultant shall comply with the City's Equal Opportunity Contracting Program Consultant Requirements [Exhibit D]. The Consultant shall not discriminate against any employee or applicant for employment on any basis prohibited by law. The Consultant shall provide equal opportunity in all employment practices. The Consultant shall ensure that its Subconsultants comply with the City's Equal Opportunity Contracting Program Consultant Requirements. Nothing in this Section shall be interpreted to hold the Consultant liable for any discriminatory practice of its Subconsultants.

4.6.2 Non-Discrimination Ordinance. The 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 Subconsultants, vendors or suppliers. The Consultant shall provide equal opportunity for Subconsultants to participate in subconsulting opportunities. The Consultant understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions. This language shall be in contracts between the Consultant and any Subconsultants, vendors and suppliers.

4.6.3 Federal Non-Discrimination Requirements. The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate. For the purpose of this paragraph, "contractor" shall mean "consultant," and "subcontractor" shall mean "subconsultant."

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

4.7 Drug-Free Workplace. The Consultant agrees to comply with the City's Drug-Free Workplace requirements set forth in Council Policy 100-17, adopted by Council Resolution No. R-277952 and incorporated into this Agreement by this reference. The Consultant 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 Consultant's Notice to Employees. The Consultant shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the work place, and specifying the actions that will be taken against employees for violations of the prohibition.

4.7.2 Drug-Free Awareness Program. The Consultant shall establish a drug-free awareness program to inform employees about all of the following:

- 4.7.2.1 The dangers of drug abuse in the work place.
- 4.7.2.2 The policy of maintaining a drug-free work place.
- 4.7.2.3 Available drug counseling, rehabilitation, and employee assistance programs.
- 4.7.2.4 The penalties that may be imposed upon employees for drug abuse violations.

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

4.7.4 Subconsultant's Agreements. The Consultant further certifies that each contract for Subconsultant Services for this Project shall contain language that binds the

Subconsultant to comply with the provisions of Article IV, Section 4.7 of this Agreement, as required by Sections 2.A.(1) through (3) of Council Policy 100-17. Consultants and Subconsultants shall be individually responsible for their own drug-free work place program.

4.8 Title 24/Americans with Disabilities Act Requirements. The Consultant shall warrant and certify that any Project plans and specifications prepared in accordance with this Agreement meet all current California Building Standards Code, California Code of Regulations, Title 24 [Title 24] and Americans with Disabilities Act Accessibility Guidelines [ADAAG] requirements, and are in compliance with The Americans with Disabilities Act of 1990. When a conflict exists between Title 24 and ADAAG, the most restrictive requirement shall be followed. Prior to execution of this Agreement, the Consultant shall complete and submit to the City the Consultant Certification for Title 24/ADA Compliance [Exhibit F].

4.8.1 Consultant has sole responsibility and obligation for designing the project to comply with the ADA and Title 24 as described in this Section; however, as owner of the facility, the City is exposed to liability for projects on which designers fail to meet this obligation. Consequently, the City is implementing an evaluation of certain design aspects to ensure a compliant facility. The Consultant shall complete and submit an ADA Compliance Review Checklist. This Checklist is designed to assist consultants in meeting their ADA obligations under the contract (Consultant also must meet Title 24 which these checklists do not cover). These checklists are not comprehensive. The checklists merely reflect the specific problematic areas of compliance with ADA commonly seen by the City. As a result, the City will be checking only these areas of ADA prior to acceptance of a Consultant's design. The Consultant is obligated to meet all additional laws which are not included on the City's ADA Design Review Checklist, and/or to advise the City at any time if they feel components on the checklist misrepresent the current state of the law. These ADA checklists and the City's access review process in no way limits the Consultant's obligation under the agreement.

4.9 Product Endorsement. The Consultant acknowledges and agrees to comply with the provisions of City of San Diego Administrative Regulation 95-65, concerning product endorsement. Any advertisement identifying or referring to the City as the user of a product or service requires the prior written approval of the City.

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

4.10.1 If, in performing the Professional Services set forth in this Agreement, the Consultant 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 Consultant shall be subject to a conflict of interest code requiring the completion of one or more statements of economic interests disclosing the Consultant's relevant financial interests.

4.10.1.1 Statements of economic interests shall be made on Fair Political Practices Commission Form 700 and filed with the City Clerk. The Consultant shall file a Form

700 (Assuming Office Statement) within thirty calendar days of the City's determination that the Consultant is subject to a conflict of interest code. The Consultant 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 Consultant was subject to a conflict of interest code.

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

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

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

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

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

4.12 Compensation for Mandatory Assistance. The City will compensate the Consultant for fees incurred for providing Mandatory Assistance as Additional Services under Section 3.3. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of the Consultant, its agents, officers, and employees, the Consultant shall reimburse the City. The City is then entitled to reimbursement of all fees paid to the Consultant, its agents, officers, and employees for Mandatory Assistance.

4.13 Attorney's Fees related to Mandatory Assistance. In providing the City with dispute or litigation assistance, the Consultant or its agents, officers, and employees may incur expenses and/or costs. The Consultant agrees that any attorney fees it may incur as a result of assistance provided under Section 4.11 are not reimbursable.

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 Title 24 Energy Standards. The Consultant shall model the energy performance of the building using an acceptable computer model such as Energy Pro, EQuest, DOE-2, Power DOE, HAP 3.22, etc. and present the summary data to the City at or prior to 100% design. This analysis should include life cycle cost analysis showing recovery of construction costs through operation and maintenance costs (e.g., electricity and gas savings.) The Consultant shall prepare a cost savings matrix that lists each device being considered and one, three, five and ten-year project savings. The comparison shall include, but not be limited to, the following equipment: Lighting, HVAC, Water Heating, and Motors.

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

4.15 Year 2000 Compliance. RESERVED

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

4.17 Green Building. 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 energy consumption levels at least 25 percent below the then current Title 24 standards. An Average pay-back period of five years shall be used as a guide for the aggregate of all energy efficiency measures included in the project.

4.18 Design-Build Competition Eligibility. Any architectural firms, engineering firms, consultants, or individuals retained by the City to assist the City with developing criteria or preparing the preliminary design or the request for proposals for a Design-Build competition shall not be eligible to participate with any Design-Build Entity in that Design-Build competition. Additionally, the City may determine in its sole discretion that a subconsultant hired to assist with a Design-Build competition, regardless of whether the subconsultant was hired by the City or hired by an architectural firm, engineering firm, consultant, or individual retained by the City, has a competitive advantage and as such is ineligible to participate in that Design-Build competition.

4.19 Storm Water Management Discharge Control. The Consultant 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 Consultant 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.

ARTICLE V

CITY'S OBLIGATIONS

5.1 Ownership of Documents. Once the Consultant has received any compensation for the Professional Services performed, all documents, including but not limited to, original plans, studies, sketches, drawings, computer printouts and disk files, and specifications prepared in connection with or related to the Scope of Services or Professional Services, shall be the property of the City. The City's ownership of these documents includes use of, reproduction or reuse of and all incidental rights, whether or not the work for which they were prepared has been performed. The City's ownership entitlement arises upon payment or any partial payment for work performed and includes ownership of any and all work product completed. This Section shall apply whether the Consultant's Professional Services are terminated: (a) by the completion of the Project, or (b) in accordance with other provisions of this Agreement. Notwithstanding any other provision of this paragraph or Agreement, the Consultant shall have the right to make copies of all such plans, studies, sketches, drawings, computer printouts and disk files, and specifications.

The Consultant shall not be responsible for damage caused by subsequent changes to or uses of the plans or specifications, where the subsequent changes or uses are not authorized or approved by the Consultant, provided that the service rendered by the Consultant was not a proximate cause of the damage.

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

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

5.4 Project Site Safety. Unless otherwise provided by the Scope of Services in this Agreement, Consultant, Subconsultant and their employees are not responsible for general Project site conditions during the course of construction of the Project. The City acknowledges that the construction contractor has primary responsibility for Project site conditions, including safety of all persons and property. This provision shall not be interpreted to in any way relieve the Consultant, Subconsultants or their employees of their obligation under Section 4.1 of this

Agreement to comply with all applicable laws, codes and good consulting practices with regard to the maintenance of a safe Project site.

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

FEDERAL REQUIREMENTS

7.1 This Project is funded by the Highway Bridge Program (HBP). All Project work and Agreements will be subject to the review and approval of the State of California Department of Transportation [CALTRANS] and the Federal Highway Administration [FHWA].

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

7.3 The cost principles and procedures for use in the determination of allowable elements of cost will be governed by the Federal Acquisition Regulations in 48 CFR, Chapter 1, Part 31.

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

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

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

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

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

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

7.8 All procurement transactions will be conducted in a manner providing full and

open competition consistent with the standards of 49 CFR Part 18. Some of the situations considered to be restrictive of competition include, but are not limited to:

- (i) Placing unreasonable requirements on firms in order for them to qualify to do business,
- (ii) Requiring unnecessary experience and excessive bonding,
- (iii) Noncompetitive pricing practices between firms or between affiliated companies,
- (iv) Noncompetitive awards to consultants that are on retainer contracts,
- (v) Organizational conflicts of interest,
- (vi) Specifying only a brand name product instead of allowing an equal product to be offered and describing the performance of other relevant requirements of the procurement, and
- (vii) Any arbitrary action in the procurement process.

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

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

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

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

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

7.13 The Consultant agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

ARTICLE VIII

MEDIATION

8.1 **Mandatory Non-binding Mediation.** With the exception of Sections 2.5-2.8 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, the Parties agree to first endeavor 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.

8.2 **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 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.

8.3 **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.

8.3.1 If AAA is selected to coordinate the mediation [Administrator], 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.

8.3.2 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 frames.

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

8.4 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.

8.4.1 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.

8.4.2 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 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: *600 B Street, Suite 800, MS 9084, San Diego, Ca 92101* and notice to the Consultant shall be addressed to *9968 Hibert Street, Suite 202, San Diego, CA 92131*.

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

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

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

9.5 Consultant and Subconsultant Principals for Professional Services. It is understood that this Agreement is for unique Professional Services. Retention of the Consultant's Professional Services is based on the particular professional expertise of the following members of the Consultant's organization: Mark Creveling and Keith Gazaway [Project Team]. Accordingly, performance of Professional Services on the Project may not be delegated to other members of the Consultant's organization or to Subconsultants 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. In the event any member of the Project Team becomes unavailable for any reason, the City must be consulted as to any replacement. Further, the City reserves the right, after consultation with the Consultant, to require any of the Consultant's employees or agents to be removed from the Project.

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

9.7 Compliance with Controlling Law. The Consultant shall comply with all laws, ordinances, regulations, and policies of the federal, state, and local governments applicable to this Agreement, including California Labor Code section 1720 as amended in 2000 relating to the payment of prevailing wages during the design and pre-construction phases of a project, including inspection and land surveying work [Exhibit H]. In addition, the Consultant shall comply immediately with all directives issued by the City or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations. The laws of the State of California shall govern and control the terms and conditions of this Agreement.

9.8 Jurisdiction, Venue, and Attorney's Fees. The venue for any suit or proceeding concerning this Agreement, the interpretation or application of any of its terms, or any related disputes shall be in the County of San Diego, State of California. The prevailing Party in any such suit or proceeding shall be entitled to a reasonable award of attorney's fees in addition to any other award made in such suit or proceeding.

9.9 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.

9.10 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, 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 or an amendment to this Agreement agreed to by both Parties. All prior negotiations and agreements are merged into this Agreement.

9.11 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.

9.12 No Waiver. No failure of either the City or the Consultant to insist upon the strict performance by the other of any covenant, term or condition of this Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Agreement, shall constitute a waiver of any such breach or 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 to any existing or subsequent breach.

9.13 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.

9.14 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.

9.15 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.

9.16 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.

9.17 Consultant Evaluation. City will evaluate Consultant's performance of Professional Services on the Project using the Consultant Evaluation Form [Exhibit I].

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

9.19 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 J) 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.

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001042

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

Dated this _____ day of _____, 2008.

THE CITY OF SAN DIEGO
Mayor or Designee

By _____

I HEREBY CERTIFY I can legally bind *Simon Wong Engineering* and that I have read all of this Agreement, this 4th day of August, 2008.

By _____

Mark Creveling, P.E.
Vice President

I HEREBY APPROVE the form and legality of the foregoing Agreement this _____ day of _____, 2008.

MICHAEL J. AGUIRRE, City Attorney

By _____

Deputy City Attorney

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) Subconsultants List
 - (CC) Contract Activity Report
- Exhibit E - Consultant Certification for a Drug-Free Workplace
- Exhibit F - ADA/Title 24 Consultant Certification
- Exhibit G - City Council Green Building Policy 900-14
- Exhibit H - California Labor Code section 1720
- Exhibit I - Consultant Evaluation Form
- Exhibit J - Vendor Registration Form

ATTACHMENTS

- 1 Certification of Local Agency
- 2 Certification of Consultant

EXHIBIT A - SCOPE OF SERVICES

I. PROJECT DESCRIPTION

The Georgia Street bridge over University Avenue (Bridge No. 57C-418), along with its adjacent retaining walls, has been identified as a historic resource and as being substandard with regards to seismic capacity, standard vehicle capacity, vertical clearance, barrier rails and deck width. These substandard details qualify the bridge for Federal funding through the HBRR program. A substantial percentage of the total cost to address the deficiencies is eligible for reimbursement from the Federal and State governments.

Several past studies have evaluated the bridge and retaining wall conditions, seismic vulnerabilities, and replacement options. Meanwhile, the local community has indicated a preference towards renovation alternatives which would preserve the historic nature of the structures. Ultimately, the structural deficiencies and maintenance issues need to be addressed in a manner which satisfies the local community, City staff, Caltrans, FHWA, and environmental regulatory agencies.

The project will progress through several phases to achieve these goals. The following scope of services is specific to **Phase 1—Seismic Strategy**. Subsequent phases may include environmental permitting, strategy confirmation, right-of-way clearance, final design and PS&E, and construction.

The objective for Phase 1 is to perform an as-built analysis for the bridge and retaining walls based on existing data and several new geotechnical borings behind the walls, determine the seismic and condition vulnerabilities, provide the retrofit warrant and proposed structure retrofit measures, prepare a draft Strategy Report, and attend a Seismic Strategy Meeting.

Bridge and retaining wall rehabilitation apart from seismic retrofit requirements would be estimated in this phase, but more exact determination of deterioration and repairs necessary beyond those required for seismic retrofit would be completed under a separate contract phase.

BRG, Inc. will prepare and secure environmental documents and permits under a separate contract with the City, including all NEPA and CEQA approvals. Coordination with BRG will be required, and it is anticipated that an EIR/EIS level document will be necessary.

II. WORK TO BE DONE BY CONSULTANT

The Consultant will be responsible for the management of consultant personnel, seismic evaluation, strategy development, and report preparation, including the tasks listed below, for the Georgia Street bridge and the adjacent historic retaining walls along University Avenue.

A. Project Management

Consultant shall provide overall management of consultant and subconsultant personnel.

1. Monthly progress reports shall be provided indicating the work accomplished in the last period, anticipated work to be completed in the next period, list of

issues that require resolution, milestones achieved, meetings held, problems encountered and actions taken, potential extra work items, approval actions required, coordination issues and schedule impacts.

2. A schedule of project activities shall be provided from the consultant showing notice to proceed through end of current phase. Schedule shall be updated regularly to show items that impact project completion.
3. Consultant shall coordinate and attend project meetings as required. Meetings are anticipated to include monthly consultant team meetings and monthly progress meetings with the City of San Diego and Caltrans. A total of eight progress meetings are anticipated in Phase 1 of the project. The following involvement in various meetings is also anticipated:
 - a. Coordinate, prepare for, and attend one Caltrans field review meeting
 - b. Attend up to three meetings with the San Diego District 3 community to “meet and greet” and present project information and updates
 - c. Coordinate with BRG Consulting and attend regulatory agency Preliminary Environmental Survey meeting

B. Seismic Evaluation

1. Bridge As-Built Demands & Retrofit Warrant

Design earthquake loading, structural modeling, and seismic analysis and evaluation shall be based on the methods, procedures, and guidelines contained in the publications listed in “Caltrans Memo to Designers” (MTD) and Caltrans Seismic Design Criteria (SDC) Version 1.4. The as-built structure model will be updated in SAP2000 and/or RISA 3D and will be analyzed based on a standard ARS curve as defined in SDC, Appendix B with 5% minimum damping assumed.

Global displacement demands will be developed based on a linear elastic response spectrum analysis utilizing effective section properties. Local displacement demands will be based on the global elastic displacement and the local plastic displacement of the individual member.

Capacities of existing structure components will be determined in accordance with the procedures defined in MTD and the SDC. Existing material properties will be based on testing performed for previous studies and the guidelines provided in MTD and the SDC. Effects of deteriorated members will be included in the analysis by evaluation of previous condition evaluation studies and visual inspections of the structures condition.

Demand versus capacity tables will be developed indicating individual structure members and identifying the need for seismic retrofit.

The following tasks will likely be included in the as-built analysis stage:

- Develop Section Properties
- Determine Dead Loads
- Dynamic Analysis (RSA)
- Spandrel and Strut Analysis
- Backwall Analysis

- Floating Slab Evaluation
- Joint Sear Analysis
- D/C Ratios

The work to develop the as-built demands and the subsequent development of retrofit measures will be coordinated with and reviewed by Dr. Frieder Seible at DEA. Dr. Seible will work as a special consultant to provide input where necessary with respect to the state of the art seismic analysis and design.

Vulnerabilities determined in the as-built analysis will define the retrofit warrant. Justification for the need for seismic retrofit will be documented and included in the Seismic Strategy Report. The retrofit warrant will describe the detailed evaluation, sources used, criteria considered, and the rationale used to determine that the bridge is indeed in need of seismic retrofit.

2. Retaining Wall As-Built Demands & Retrofit Warrant

Guidance for the seismic design of retaining walls is limited, and guidance for seismic retrofit is virtually non-existent. Appendix A to Section 11 of *AASHTO LRFD Bridge Design Specifications* summarizes procedures for design of free-standing abutments which are able to yield laterally during an earthquake. This approach involves use of the well-established Mononobe-Okabe pseudo-static equations which have been shown to give reasonably accurate results for small-to-intermediate ground motions. For cases where the retaining structure is restrained by tieback anchors, the above publication suggests using peak ground acceleration in conjunction with a factor of 1.5. It also suggests a displacement design approach as an economical means of reducing the size of the structure. NCHRP Project 12-70 is nearly complete and is anticipated to provide more comprehensive guidelines for seismic design of retaining walls using the AASHTO LRFD design specifications; however, retrofit guidelines are not expected to be included.

Therefore, as a first order of work, the retaining wall retrofit design methodology will need to be established. Once the approach is agreed upon, then the as-built demands and retrofit warrant can be determined.

3. Retrofit Measures

The scope of work for the strategy development phase is based on an evaluation of the potential retrofit options available for the bridge and retaining walls as presented in previous work done by the City and its consultants. Two basic categories of retrofit techniques have been assumed for this structure: (1) conventional retrofit and (2) replacement.

- a. The first solution anticipated would be considered a conventional retrofit and would include items of work such as strengthening the abutment backwalls, tying the arch foundations to the backwalls, installing restrainers at the hinges, and replacing the floating slabs with continuous slabs. Special consideration will be given to retrofit methods that preserve the historic character of the bridge. Typical tieback wall retrofit solutions may include a reinforced concrete facing overlay with additional post-tensioned tieback anchors and/or ground improvement measures in the active backfill zone.

- b. The second category of retrofit approach to be considered for this project would be structure replacement. This alternative will be a structure designed to be as similar to the existing bridge and walls as possible keeping the overall historic character, general appearance, width and lane configurations. A preliminary plan showing plan elevation and typical section and a preliminary estimate will be provided for comparison to retrofit alternatives.

Evaluation of the seismic retrofit measures will be developed to increase the capacity of the deficient structure component and/or reduce the seismic demand. Proposed retrofits shall include structural analysis, methods of construction, estimated traffic control requirements based on projected traffic volumes, and an initial cost estimate. Coordination with BRG will be necessary to estimate environmental impacts. The bridge and the retaining walls will be evaluated separately and would not necessarily be assigned the same retrofit category.

This scope of work excludes specific determination of deterioration repairs necessary on the bridge or retaining walls. Where the areas of deterioration will be encased by the proposed retrofit construction, corrosion and spalling will be evaluated and repair methods determined. It is anticipated that these areas will be inspected visually and sounded (where possible) to determine the integrity of the member. The base scope of work does not include rental of man-lifts to access the bridge superstructure. Previous studies will be utilized to the maximum extent possible to identify deterioration limits.

It is anticipated that determination of deterioration and repairs necessary beyond those required for seismic retrofit would be completed under a separate contract phase.

4. Draft Strategy Report

Consultant shall submit twelve copies of the draft strategy report and related documents. The draft report and documents shall include, but are not limited to, the following:

- a. A detailed description of the approach used during the course of "Seismic Evaluation," including the method employed to perform "Retrofit Warrant"
- b. A summary of the condition of bridge columns and abutments, along with a table outlining the controlling design ductility ratios
- c. A summary of the retaining wall factors of safety for external and internal stability, along with a table of anticipated displacements
- d. The preliminary drawing (General Plan) showing the existing bridge and wall components; depicting and defining the recommended retrofit scheme; an indexing system to identify location and type of retrofit work along the bridge structure; and a "General Note" describing the proposed construction sequence to accomplish the proposed work
- e. Preliminary estimate including written documentation to support the estimate
- f. Estimate of total repair costs to address overall deterioration based on previous work completed by others, including life cycle cost analysis of retrofit and replacement alternatives

- g. Provide preliminary evaluation of traffic impacts associated with construction of proposed retrofit measures.

5. Strategy Meeting and Presentation

Prior to the formal Strategy Meeting, the draft Strategy Report shall be presented to community representatives. Consultant shall meet with the community representatives and make adjustments to the the draft report based on community input.

The culmination of the preceding tasks will lead to submittal of the draft report, Consultant presentation of the report before joint City/Caltrans staff, and review and concurrence of the report by the joint City/Caltrans staff. This process will be considered the "Strategy Meeting and Presentation" process and shall include, but not be limited to, the following:

- a. City will first review and evaluate the consultant submittals, and then schedule a strategy meeting, which may be held at Caltrans Structures Local Assistance office in Sacramento. Prior to presentation to Caltrans, Consultant will meet with the City of San Diego to review alternatives with consultant and confirm acceptability of the recommended solution.
- b. The required attendees for the strategy meeting will be key representatives of Consultant, City, and Caltrans.
- c. Consultant shall be prepared to discuss specific structural details, falsework and shoring requirements, seismic considerations, traffic handling, environmental impacts, and other pertinent information that is needed.
- d. If corrections, modifications, changes, additions, or omissions are required as a result of the review and the strategy meeting, a marked set of the submittals accompanied with a cover letter listing the comments associated with the changes and modifications, will be returned to Consultant.
- e. Consultant shall meet with community representatives to share proposed revisions to the Strategy Report.

6. Final Strategy Report

In accordance with the approved project schedule and upon receipt of the letter and marked set, Consultant shall:

- a. Iterate through foregoing related tasks until all the comments made on the letter and the marked set are fully implemented
- b. Submit to the City five sets of the final strategy report and related documents, incorporating and reflecting all the comments, for City review and approval
- c. Prepare and submit to the City a plan depicting the "Area of Potential Effect (APE)" within which the contractor could construct the proposed construction work

- C. Geotechnical Analysis

Ninyo and Moore prepared a geotechnical evaluation report for the bridge dated April 20, 1995. As part of the 1995 evaluation, they performed two soil borings

behind the bridge abutments. Since issuance of the report, Caltrans seismic hazard criteria for the site have changed.

For the current scope of work, Ninyo and Moore will evaluate the retaining wall backfill geometry by drilling borings behind and through the retaining walls. They will also perform an updated seismic hazard analysis based on the new drillings and the data available in the previous geotechnical report for the site. Specific items of work include the following:

1. Project coordination and review of readily available background materials including published geologic maps and literature, in-house information, stereoscopic aerial photographs, and reports and/or as-built plans provided by the City
2. Preparation of encroachment and exploratory boring permits and associated traffic control plans. Encroachment permit fees are not included in our scope; as such, the City will need to cover or waive these fees.
3. Perform site reconnaissance to mark out borings, coordinate with USA for utility mark-out services, and perform three soil borings using a truck-mounted, hollow-stem auger drill rig and six wall cores/horizontal borings using a scissor man lift and coring rig
4. Perform geotechnical laboratory testing to evaluate engineering characteristics of the materials such as moisture and density, shear strength, and gradation
5. Engineering analysis of the compiled geotechnical data
6. Preparation of an addendum report to update the previous geotechnical report for seismic hazards in accordance with current Caltrans standards

D. Civil Engineering Services

The following civil engineering services are included in our scope of work:

1. Research City records to obtain reference drawings for public and private development and mapping information in the vicinity of the project
2. Update existing survey data with one half-day of additional field surveys to confirm topographic information on street cross sections
3. Prepare digital base maps in AutoCAD for consultant design studies
4. Evaluate roadway geometric impacts with respect to various retrofit alternatives
5. Preliminary evaluation of traffic staging, sequencing, lane closures, and/or detours associated with various retrofit alternatives; traffic design work is not included in our scope of work for this phase.

E. Optional Services

Additional services may be required that will be determined as this phase proceeds. The Consultant shall not proceed with work considered to be outside the scope defined in Section II without prior approval from the City of San Diego. Optional services may include study of additional rehabilitation techniques, funding studies, additional soil borings, meetings beyond those defined above and other items not defined above.

F. Items Not Included

1. Preparing and securing environmental documents and permits is not a part of this scope, but will be performed by BRG, Inc. under a separate contract with the City. Consultant shall cooperate with BRG to develop strategy alternatives.
2. Materials testing and on-site condition evaluations beyond the soil borings listed above are not a part of this scope. Field investigations are anticipated in a future project phase as a part of strategy confirmation.
3. This scope of work excludes specific determination of deterioration repairs necessary on the bridge or retaining walls. Previous studies will be utilized to the maximum extent possible to identify deterioration limits. It is anticipated that determination of deterioration and repairs necessary beyond those required for seismic retrofit would be completed under a separate contract phase.

III. WORK TO BE DONE BY THE CITY

The City will be responsible for the management, control and execution of this contract, including the tasks listed below.

- A. Issue written Notice to Proceed.
- B. Make progress payments and final payment to the consultant.
- C. Answer all questions of project definition and the scope when required by the consultant.
- D. Review progress reports.
- E. Review, comment, and ultimately concur with project specific design criteria.
- F. Make evaluation of consultant's contract performance.
- G. Answer correspondence sent by the consultant.
- H. Call and hold the joint meeting, if necessary, to discuss the engineering and/or environmental activities.
- I. Handle all inquiries from the public, media, and other agencies.
- J. The City will review, concur, and/or approve all submittals.
- K. Review, sign, and forward applications to regulatory agencies.
- L. Obtain general plan conformance certification as required.
- M. Procur title reports for abutting properties

EXHIBIT B – COMPENSATION AND FEE SCHEDULE

Services for Phase 1—Seismic Strategy will be provided on a fixed-fee basis with charges billed monthly based on our estimate of percent complete for the following tasks items:

<u>Task Item</u>	<u>Amount</u>
Project Management	\$ 26,613.96
Project Meetings	\$ 19,214.76
As-Built Demands	\$ 56,788.64
Retrofit Measures	\$ 25,086.16
Draft Strategy Report	\$ 23,453.52
Strategy Meeting	\$ 9,409.56
Final Strategy Report	\$ 7,888.60
Geotechnical Analysis	\$ 26,840.00
Civil & Traffic Coordination	\$ 26,103.28
Insurance & Direct Costs	<u>\$ 21,570.00</u>
Total Fee	\$ 242,968.48

Reimbursable expenses including reproduction, printing, plotting, delivery services and overnight shipping would be billed at our cost and have been included as direct costs in the total indicated above. The cost to increase our team's aggregate insurance amount from \$2M to \$4M to satisfy the City's contract requirements is also included above. Insurance cost would be billed on an annual basis for each year of contract.

Additional services required, not specifically described above, which are a result of unforeseen circumstances or changes in scope of work would be considered as extra work and are not included in the fees shown above. Such work will be authorized by the change order or by the contract amendment.

The fees shown above are based on the scope of work task items being completed within the time durations shown in Exhibit C. Consultant reserves the right for additional fee compensation for tasks which are prolonged by the City or other circumstances beyond our control.

EXHIBIT "B"

SIMON WONG ENGINEERING
 GEORGIA STREET BRIDGE RENOVATION

	Principal \$225.42	Proj Eng \$119.65	Sr Eng \$115.58	Assoc Eng \$107.17	Assist Eng \$85.74	Sr Tech \$133.70	Clerical \$72.79	Subconsult. Fees + 10%	COST
PHASE 1 TASKS—SEISMIC STRATEGY									
1.01 Project Management	48	132						\$ -	\$ 26,613.96
1.02 Project Meetings (tol. 12)	18	36	18				24	\$ 7,022	\$ 19,214.76
1.03 As-Built Demands / Retrofit Warrant	12	40	120	120				\$ 22,568	\$ 56,788.64
1.04 Retrofit Measures	8	24	80		40			\$ 7,735	\$ 25,086.16
1.05 Draft Strategy Report	12	24	60		8	36	24	\$ 3,696	\$ 23,453.52
1.06 Strategy Meeting and Presentation	8	40	8			12	4	\$ -	\$ 9,409.56
1.07 Final Strategy Report	8	12	20		8	8	8	\$ -	\$ 7,888.60
1.08 Geotechnical Analysis								\$ 26,840	\$ 26,840.00
1.09 Civil Services and Traffic Coordination	4	24						\$ 22,330	\$ 26,103.28
SUBTOTAL	118	332	306	120	56	56	60	\$ 90,191	\$ 221,398.48
								5% DIRECT COSTS + SUBCONSULTANT DIRECT COSTS	\$ 11,570.00
								COST FOR INCREASED AGGREGATE INSURANCE REQUIREMENTS	\$ 10,000.00
								FIXED-FEE TOTAL	\$ 242,968.48

SWE Cost

\$ 26,613.96
 \$ 12,192.36 \$ 6,384.00 \$4,064 M&L 7/17/08 + \$2,320 Nasland 7/7/08
 \$ 34,221.04 \$ 20,516.00 Martin & Libby Proposal 7/17/08
 \$ 17,350.96 \$ 7,032.00 Martin & Libby Proposal 7/17/08
 \$ 19,757.52 \$ 3,360.00 Martin & Libby Proposal 7/17/08
 \$ 9,409.56
 \$ 7,888.60
 \$ 24,400.00 Ninyo & Moore Proposal 7/1/08
 \$ 3,773.28 \$ 20,300.00 Nasland Proposal 7/17/08
 \$ 131,207.28
 \$ 500.00 Nasland Proposal 7/7/08
 \$ - Increased Aggregate for Libby & Nasland

Sub Totals
 \$ 34,972.00 Martin & Libby
 \$ 24,400.00 Ninyo & Moore
 \$ 23,120.00 Nasland

Georgia Street Bridge over University Avenue

July 17, 2008

M&L No. 6367

Task	Employee	Hours	Rate	Total
1. Review Soils Recommendations	Principal	6	\$154.00	\$924.00
2. Analyze "As-built" Condition (Assumes "As-built" Condition is as Indicated on the Available Drawings)	Principal	40	\$154.00	\$6,160.00
	Project Engineer	60	\$100.00	\$6,000.00
3. Review Reports on (E) Condition	Principal	8	\$154.00	\$1,232.00
4. Develop Repair/Replacement Strategy (Input from Civil, Soils, Bridge Engineers Required)	Principal	16	154	\$2,464.00
5. Preliminary Design	Project Engineer	16	100	\$1,600.00
6. Prepare Report of Findings	Principal	8	\$154.00	\$1,232.00
	Project Engineer	4	\$100.00	\$400.00
	Drafting	16	\$108.00	\$1,728.00
7. Material Take Off & Cost Estimate (Consult with Dave Hoffman)	Project Engineer	8	\$100.00	\$800.00
	Engineer	8	\$96.00	\$768.00
		8	\$175.00	\$1,400.00
8. Meetings with SWE, City, Others	Principal	16	\$154.00	\$2,464.00
	Project Engineer	16	100	\$1,600.00
9. QA	Principal	40	\$155.00	<u>\$6,200.00</u>
Subtotal - Engineering				<u>\$34,972.00</u>

001054

TABLE 1 - BREAKDOWN OF ESTIMATED FEE

PROJECT COORDINATION AND BACKGROUND REVIEW			
Principal Engineer/Geologist/Environmental Scientist	4 hours @ \$ 168.00 /hour	\$	672.00
Senior Engineer/Geologist/Environmental Scientist	8 hours @ \$ 164.00 /hour	\$	1,312.00
Senior Staff Engineer/Geologist/Environmental Scientist	4 hours @ \$ 141.00 /hour	\$	564.00
Subtotal			\$ 2,548.00

PERMIT ACQUISITION			
Senior Engineer/Geologist/Environmental Scientist	1 hour @ \$ 164.00 /hour	\$	164.00
Senior Staff Engineer/Geologist/Environmental Scientist	4 hours @ \$ 141.00 /hour	\$	564.00
Permit Fees	Lump Sum	\$	500.00
Subtotal			\$ 1,228.00

SITE RECONNAISSANCE AND MARKOUT FOR UTILITY CLEARANCE			
Senior Staff Engineer/Geologist/Environmental Scientist	4 hours @ \$ 141.00 /hour	\$	564.00
Subtotal			\$ 564.00

SUBSURFACE EVALUATION (Assumes 3 borings up to approximately 30 feet deep and 6 cores in the face of the wall)			
Principal Engineer/Geologist/Environmental Scientist	2 hours @ \$ 168.00 /hour	\$	336.00
Senior Engineer/Geologist/Environmental Scientist	4 hours @ \$ 164.00 /hour	\$	656.00
Senior Staff Engineer/Geologist/Environmental Scientist	24 hours @ \$ 141.00 /hour	\$	3,384.00
Drill Rig (Subcontractor)	10 hours @ \$ 290.00 /hour	\$	2,900.00
Drill Mobilization/Demobilization	1 hour @ \$ 290.00 /hour	\$	290.00
Manlift	Lump Sum	\$	800.00
Traffic Control	Lump Sum	\$	4,000.00
Supplies	Lump Sum	\$	350.00
Subtotal			\$ 12,716.00

Georgia Street Bridge and Retaining Wall Retrofit

San Diego, California

Project No. 102875002

001055

TABLE 1 - BREAKDOWN OF ESTIMATED FEE

LABORATORY ANALYSES				
Atterberg Limits, D 4318, CT 204	1 test	@	\$ 145.00 /test	\$ 145.00
Chloride and Sulfate Content, CT 417 & CT 422	1 test	@	\$ 135.00 /test	\$ 135.00
Expansion Index - D 4829, UBC 18-2	1 test	@	\$ 165.00 /test	\$ 165.00
Moisture and Density, D 2937	6 tests	@	\$ 39.00 /test	\$ 234.00
pH and Resistivity, CT 643	1 test	@	\$ 140.00 /test	\$ 140.00
Shear Strength - Undisturbed, D 3080	2 tests	@	\$ 250.00 /test	\$ 500.00
Sieve Analysis, D 422, CT 202	4 tests	@	\$ 110.00 /test	\$ 440.00
Subtotal				\$ 1,759.00

DATA COMPILATION AND ANALYSIS				
Principal Engineer/Geologist/Environmental Scientist	2 hours	@	\$ 168.00 /hour	\$ 336.00
Senior Engineer/Geologist/Environmental Scientist	8 hours	@	\$ 164.00 /hour	\$ 1,312.00
Subtotal				\$ 1,648.00

REPORT PREPARATION				
Principal Engineer/Geologist/Environmental Scientist	4 hours	@	\$ 168.00 /hour	\$ 672.00
Senior Engineer/Geologist/Environmental Scientist	8 hours	@	\$ 164.00 /hour	\$ 1,312.00
Senior Staff Engineer/Geologist/Environmental Scientist	10 hours	@	\$ 141.00 /hour	\$ 1,410.00
Technical Illustrator/CAD Operator	4 hours	@	\$ 86.00 /hour	\$ 344.00
Data Processing, Technical Editing, or Reproduction	4 hours	@	\$ 64.00 /hour	\$ 256.00
Subtotal				\$ 3,994.00

TOTAL ESTIMATED FEE				\$ 24,457.00
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001056

Georgia Street Bridge
 Civil Engineering Services
 Preliminary Engineering

		est hours				fee estimate
		Project Manager	Engineer or Surveyor	Technician	3-person Survey Crew	
		\$ 160.00	\$ 130.00	\$ 120.00	\$ 350.00	
1	Additional surveying	1	2	8	12	\$ 5,580
2	Research			8		\$ 960
3	Base maps	2	16	32		\$ 6,240
4	Road geometrics	4	16	8		\$ 3,680
5	Sequencing, phasing, traffic control	8	16	4		\$ 3,840
6	Meetings and coordination	8	8			\$ 2,320
total		23	58	60	12	\$ 22,620

001057

EXHIBIT C – TIME SCHEDULE

We understand that time is of the essence for this project; however, the following schedule represents the minimum duration to complete each task item:

<u>Task Item</u>	<u>Duration</u>
Notice to Proceed	
Geotechnical Update	5 weeks
As-Built Demands	6 weeks
Develop Retrofit Measures	6 weeks
Draft Strategy Report	4 weeks
Strategy Meeting	2 weeks
Final Strategy Report	<u>2 weeks</u>
Minimum Duration from NTP	27 weeks

Upon reception of the signed contract and notice to proceed, it is anticipated that the final Strategy Report will require 27 weeks to complete. Time for agency reviews of submittals has not been included in this schedule. We anticipate that substantial extensions to the schedule could result from Caltrans reviews of project submittals.

**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*
- DD - *Disclosure of Discrimination Complaints*
- EE - *Equal Employment Opportunity Plan*
- FF - *Demonstrated Commitment to Equal Opportunity*



City of San Diego

ATTACHMENT AA

EQUAL OPPORTUNITY CONTRACTING (EOC)

1010 Second Avenue • Suite 500 • San Diego, CA 92101

Phone: (619) 533-4464 • Fax: (619) 533-4474

001064

**WORK FORCE REPORT
ADMINISTRATIVE**

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)*.

CONTRACTOR IDENTIFICATION

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

Name of Company: Simon Wong Engineering

AKA/DBA: _____

Address (Corporate Headquarters, where applicable): 9968 Hibert Street, 2nd Floor

City San Diego County San Diego State CA Zip 92131

Telephone Number: (858) 566-3113 FAX Number: (858) 566-6844

Name of Company CEO: Mark Creveling, PE

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

Address: _____

City _____ County _____ State _____ Zip _____

Telephone Number: () _____ FAX Number: () _____

Type of Business: Structural/Bridge/Construction Management Type of License: Structural/Civil Engineers

The Company has appointed: Terri London

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: 9968 Hibert Street, 2nd Floor, San Diego, CA 92131

Telephone Number: (858) 566-3113 FAX Number: (858) 566-6844

- 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 Simon Wong Engineering

(Firm Name)

San Diego, CA hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 4th day of August, 2008

(Authorized Signature)

Mark Creveling, PE
(Print Authorized Signature)

001065

WORK FORCE REPORT

NAME OF FIRM: Simon Wong Engineering

DATE: July 31, 2008

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) African-American		(2) Latino		(3) Asian		(4) American Indian		(5) Filipino		(6) Caucasian		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Executive, Administrative, Managerial		1			1						1			
Professional Specialty														
Engineers/Architects		1	3	1	3	4					20	3		
Technicians and Related Support	1		7		2	1					21	1		
Sales														
Administrative Support/Clerical		1		2		8					4	18		
Services														
Precision Production, Craft and Repair														
Machine Operators, Assemblers, Inspectors														
Transportation and Material Moving														
Handlers, Equipment Cleaners, Helpers and Nonconstruction Laborers*														
*Construction labors and other field employees are not to be included on this page														
TOTALS EACH COLUMN	1	3	10	3	6	13					46	22		
GRAND TOTAL ALL EMPLOYEES	104													
INDICATE BY GENDER AND ETHNICITY THE NUMBER OF ABOVE EMPLOYEES WHO ARE DISABLED:														
DISABLED														
NON-PROFIT ORGANIZATIONS ONLY:														
BOARD OF DIRECTORS														
VOLUNTEERS														
ARTISTS														



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.¹⁻³ 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
Lawyer's, Judges, and Related Workers
Librarians, Curators, and Archivists
Life Scientists
Media and Communication Workers

001067

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:

- I. 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.
- II. 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.
- III. 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/D BE/DVBE/OBE	**WHERE CERTIFIED
Martin & Libby 4452 Glacier Avenue San Diego, CA 92120	Retaining Wall Structural Analysis	14.4%	\$ 34,972.00	DBE/WBE	Caltrans/CA PUC
Ninyo & Moore 5710 Ruffin Road San Diego, CA 92123	Geotechnical; Seismic Criteria	10.0%	\$ 24,457.00	MBE	City of LA
Nasland Engineering 4740 Ruffner Street San Diego, CA 92111	Survey; Civil Base Map; Roadway	9.3%	\$ 22,620.00	SBE	State of CA

**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

M MARTIN & LIBBY
L STRUCTURAL ENGINEERS

001069

March 3, 2008

Mr. Mark Creveling, PE
Project Manager
Simon Wong Engineering
9968 Hibert Street, Second Floor
San Diego, CA 92131

Re: Replacement of Georgia Street Bridge Over University Avenue
H084286;

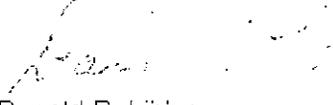
Dear Mr. Creveling:

Libby Engineers, Inc. (dba Martin & Libby) is pleased to commit our resources to Simon Wong Engineering as a team member for the subject contract. Martin & Libby, a Disadvantaged Business Enterprise (DBE) and Woman-Owned Business Enterprise (WBE), will be responsible for providing a minimum of 15% of the services required.

Martin & Libby staff members who would be assigned to this project are not committed to any long-term projects. The firm has sufficient personnel and resources to easily accomplish the anticipated work within the current design schedule.

Thank you for the opportunity to submit qualifications for this exciting project.

Sincerely,


Donald R. Libby
Libby Engineers, Inc.
dba Martin & Libby

001071

Attachment BB



NASLAND ENGINEERING

CIVIL ENGINEERING - SURVEYING - LAND PLANNING

March 4, 2008

Mr. Mark Creveling, PE
Project Manager
Simon Wong Engineering
9968 Hibert Street
San Diego, CA 92131

**RE: Replacement of Georgia Street Bridge
City of San Diego (H 084286)**

Dear Mr. Creveling:

Please consider this as written confirmation of Nasland Engineering's intent to subcontract with Simon Wong Engineering at an approximated percentage of the total contract to be no less than 12%, should such services be utilized.

The scope of work to be provided will be for civil engineering services and related tasks, if needed.

Sincerely,
NASLAND ENGINEERING

William A. Moser, PE
Chief Engineer

001073

ATTACHMENT DD

Disclosure of Discrimination Complaints

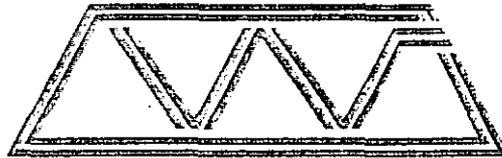
In compliance with Exhibit D, Section II, paragraph A of the contract for the Replacement of Georgia Street Bridge over University Avenue (Phase 1), there is no filed or pending discrimination complaint against Simon Wong Engineering from employees, subconsultants, vendors, or suppliers.

001074

ATTACHMENT EE

Equal Employment Opportunity Policy

for



Simon Wong Engineering

I. PLAN STATEMENT

It is the policy of Simon Wong Engineering (SWE) to provide equal employment opportunities to all potential, job applicants and employees regardless of race, ethnicity, color, gender, national origin, religion, age, marital status, disability, pregnancy or sexual orientation. SWE recognizes that the prohibition of discriminatory practices is a means to achieve this objective. This policy applies to all areas of employment, including recruitment, hiring, training, promotion, compensation, benefits, transfer and discipline.

Equal employment opportunity is consistent with the basic value principle that all persons be afforded equal access to positions based on their ability to do the job. Employment decisions shall be made on the basis of merit and in conformity with laws relative to equal employment opportunity. This commitment also applies to job assignment, promotion, demotion, transfer, termination and disciplinary action. SWE will maintain all records and follow all procedures necessary to achieve this commitment.

SWE prohibits discrimination of any individual on the basis of race, color, ethnicity, gender, sexual orientation, national origin, religion, age, marital status, disability, pregnancy, childbirth or any other category specifically protected by state or federal law. Such prohibited discrimination may take many forms including but not limited to:

Verbal conduct such as epithets, derogatory comments, jokes, slurs, invitations or comments;

Visual conduct such as derogatory posters, pictures, cartoons, drawings or gestures;

Physical conduct such as touching, assaults, blocking normal movements, or interference with work because of discrimination;

Retaliation for having reported discrimination.

In addition to the above, SWE has zero tolerance for racially or ethnically offensive slurs, epithets, comments, caricatures, drawings or writings of any sort.

Any such incident, without regard to its type or nature, of work-related discrimination should be promptly reported to the Equal Opportunity Officer (EOO), Terri London.

A thorough, objective and discreet investigation will be coordinated and/or undertaken by the EOO, and will be confidential to the extent appropriate and in furtherance of California Government Code §12940 (Title VII, Civil Rights Act of 1964)

If the investigation determines that discrimination has occurred, prompt and appropriate remedial action will be taken. If an employee is found to have engaged in discriminatory or otherwise inappropriate conduct, disciplinary action up to and including termination will be taken. Retaliation in any form against an employee reporting harassment or participating in an

investigation shall not be allowed or tolerated and will, upon verification, likewise result in disciplinary action up to and including termination.

II. RESPONSIBILITY FOR PLAN AND IMPLEMENTATION

The ultimate responsibility for assuring the establishment and implementation of the Equal Employment Opportunity (EEO) Plan rests with the EEO, who shall take all necessary action to accomplish the goals of the EEO Plan.

III. PURPOSE

The purpose of SWE's EEO Plan is to attain a meritorious work force that includes the gender, ethnic and racial composition of the area population, and;

To ensure that gender, ethnic and racial diversity exists throughout all occupational levels of SWE's work force;

To achieve a work environment that is free from discrimination based on race, color, religion, national origin, gender, age, physical handicap, sexual orientation or any other non-job related factor;

To provide a process for the investigation of complaints of discrimination and the prompt remediation of such complaints;

To provide a systematic procedure to analyze and evaluate SWE's effectiveness in accomplishing a non-discriminatory work environment;

To enhance the understanding and support of equal opportunity among all employees of SWE; and

To communicate SWE's EEO Plan to the public.

IV. ROLES AND RESPONSIBILITIES

A. The Board of Directors (BOD's) and EEO, as the policy making body and supervisors and/or managers of SWE, shall provide direction and establish the climate of SWE's commitment to equal opportunity employment.

The BOD's and EEO shall:

Annually review the status of the EEO Plan as well as complaints of discrimination;

Implement modifications to the EEO Plan as necessary to ensure its effectiveness; and

Consider the allocation of appropriate resources to achieve a non-discriminatory work environment.

- B. The EEO shall assure the support, implementation and maintenance of the policy, as well as establish and maintain a personnel system which assures equal consideration for employment and advancement to all qualified individuals based on job related criteria.

The EEO shall:

Demonstrate a commitment to the principles of EEO through his/her own example;

Develop, initiate and monitor procedures to carry out SWE's equal employment objectives;

Develop and distribute information regarding SWE's equal employment objectives to all employees within the organization and throughout the community, when requested;

Investigate complaints of unlawful employment discrimination and take remedies;

Coordinate training designed to promote understanding of and sensitivity to various ethnicities and cultures among employees;

Serve as liaison between SWE, government regulatory agencies, minority and women's organizations, educational institutions and other community groups which might assist in the recruitment of employees;

Coordinate training for managers, current employees and new employees on issues related to equal opportunity and non-discrimination policies;

Maintain an equitable classification system which provides for the merit-based upward mobility of all employees; and

Coordinate and implement outreach recruitment to enhance the representation of employees without consideration of race, color, ethnicity, religion, gender, sexual orientation or other such characteristics.

- C. The BOD's and EEO shall implement actions to ensure employment opportunities within the organization.

Together the BOD's and EEO shall:

Actively demonstrate effort and commitment to EEO and adhere to the objectives of this Policy;

Evaluate supervisory staff on their compliance with EEO principles;

Take appropriate action to prevent or remedy unlawful employment discrimination;

Establish and maintain a bias-free and productive work environment for all employees;
and

Periodically review the qualifications of all subordinate employees to ensure that members of under-represented groups are being given equal opportunities for training, assignments, transfers and promotions;

Advise and counsel all subordinate employees on training and promotional opportunities;

Take action to prevent discrimination or harassment of any employee; and

Take strong disciplinary action to prevent acts of retaliation against any employee(s) involved in the filing or investigation of discrimination complaints.

- D. All SWE employees, as representatives of equal opportunity, shall demonstrate sensitivity to and respect for other employees and members of the public.

Employees shall:

Treat all employees equally and with respect;

Assist in the identification of equal opportunity problems or concerns; and

Refuse to engage in or tolerate discriminatory, offensive, intimidating, harassing, or retaliating actions or comments in the workplace.

As indicated in this Plan, the BOD's, EEO and employees are responsible for implementing the provisions of equal opportunity employment. Failure to comply with the intent and/or provisions of this Policy may be cause for appropriate corrective and/or disciplinary action.

V. DISTRIBUTION

The EEO is responsible for providing information both internally and externally about SWE's EEO Plan. To carry out this function, the EEO will conduct, but not be limited to, the following activities:

Copies of the SWE's EEO Plan Statement along with required State and Federal posters will be posted.

Copies of the EEO Plan will be distributed to the BOD's. Additional copies will be provided upon request by any interested individual or group.

A copy of the SWE's EEO Plan shall be prepared and distributed to all current employees.

A copy will also be provided to each new employee in the course of the new employee orientation.

A statement of the SWE's Plan will be included in brochures given to potential job applicants and recruiting sources.

The phrase "Equal Employment Opportunity" Employer: "Women, minorities and disabled persons are encouraged to apply" will be included on all SWE employment applications.

All recruiting methods, such as posters and ads, will state that SWE is an "Equal Employment Opportunity Employer".

VI. RECRUITMENT AND RETENTION

Outreach Methods

- A. Implement regional and state-wide recruitments by contacting and advertising in publications and professional journals oriented toward ethnic groups, including minorities and persons with disabilities. Recruitment sources that will be used include, but are not limited to:

- Construction Update and Minority Bidder Bulletin
- Disabled Business Persons Association
- Diversity Employment
- El Latino
- Integrated Marketing Systems
- Contractor News & Views
- Daily Transcript
- Voice and Viewpoint
- El Sol
- Filipino Press
- Hispanos Unidos
- La Prensa
- Phillipine Mabuhay News
- Monitor News
- Star News

- B. Utilize community-based and professional organization advertising. Enlist the assistance of recruiting sources for disabled persons, women and minority populations. Recruitment sources that will be used include, but are not limited to:

- Urban League

Black Chamber of Commerce
Hispanic Chamber of Commerce
Multi-Cultural Contractors' Group
Neighborhood House Association
Society of Women Engineers
Contracting Opportunities Center
American Subcontractors Association
LBOA
American Indian Human Resources Center
Telcom Data (DVBE association)
Black Contractors' Association
Filipino American Chamber of Commerce
Latino Builders Industry Association
Women Construction Owners and Executives
National Association of Women in Construction

- C. The EEO shall be available to speak before community groups to provide information on employment opportunities. Recruitment sources that will be used include, but are not limited to:

College Job Fairs
AEC Organization Monthly Program Meetings
Industry Expos

Training

- A. Ensure that all individuals who conduct interviewing have attended training in that function.
- B. Provide training to supervisors and/or managers on effective, objective non-discriminatory performance evaluations.
- C. During new employee orientations, present SWE's equal employment efforts and their responsibility in supporting that effort.
- D. Arrange for refresher training and/or updated training on equal employment opportunity for current employees as deemed necessary.
- E. Non-discrimination shall be an integral part of new employee orientation.
- F. Opportunities for training shall be made available to all SWE employees regardless of race, color, ethnicity, religion, gender, national origin, age, sexual orientation or other non-job-related criteria. Training opportunities are posted and routed throughout the office for all employees to view. To encourage employees to participate in training opportunities, SWE provides relevant industry specific topics for training. Training opportunities that will be used include, but are not limited to:

In-house Seminars (industry topics)
Cross-training (job functions)
AEC Organization Monthly Program Meetings (industry topics)
AEC Industry Guest Speakers (industry topics)

G. The EOO shall prepare an annual orientation/training session for the BOD's which updates and reinforces their awareness of non-discrimination, objectives and equal employment opportunity.

Selection

- A. Job requirements will be reviewed each time a position becomes available to ensure that they are related to duties of the position and are not discriminatory or biased.
- B. Interview questions shall not be based on race, ethnicity, color, religion, gender, family status, national origin, age, disability, medical condition, sexual orientation or ancestry of the candidate interviewed.
- C. All interviewees must be trained in proper interviewing techniques, including equal opportunity employment guidelines
- D. Candidates shall not be selected and/or hired for employment on the basis of characteristics or disabilities.

VII. RESPONSIBILITIES IN HANDLING CASES OF DISCRIMINATION

Be familiar with SWE's policies and procedures referencing Equal Employment Opportunity and the prohibition of discriminating practices.

Understand the roles of the Equal Employment Opportunity Commission (EEOC) and Department of Fair Employment and Housing (DFEH) pertaining to discrimination.

If a complaint is received or if an incident of discrimination becomes apparent, immediately contact the EOO for a timely investigation to bring the matter to a final determination. The EOO should also pursue the following steps in the initial contact with the complainant:

- Attempt to fully discuss the matter with the employee.
- Assure the employee that the matter is being taken seriously.
- Maintain objectivity while discussing the following:
 - What happened?
 - Who is (are) the alleged harasser(s)?
 - Where did the incident take place?
 - When did the incident take place?

- How was your work affected?
- Are there others in the Department who treat you this way?
- Did anyone else witness the incident?
- Is this the only incident, or have there been other incidents?
- What did you do?
- What were your feelings at the time? Now?

- Did you talk to anyone else about it?
- Do you know if this person (these persons) have a history of harassing others?
- What remedy do you suggest? Immediately? In the future?

Obtain as much of the above information as possible and document the discussion with the complainant.

Advise the complainant that the matter will be investigated and/or coordinated for investigation by the Personnel Department for a final determination.

Take any immediate and appropriate steps necessary to separate the complainant and accused person.

Maintain confidentiality and fully document the entire process.

Seek to prevent any acts of retaliation against those reporting discrimination.

Bring swift disciplinary action against any employee(s) found to have engaged in retaliatory conduct against those reporting discrimination.

VIII. COMPLAINT PROCEDURE

A. Reporting Complaints of Discrimination

Any employee who feels that he/she has been the victim of discrimination should contact the EEO within thirty days from the date the employee recognizes any such discrimination. (See below.)

Where employee(s) does not feel comfortable reporting the conduct pursuant to Section 1 above, they may seek out a representative of choice to report their complaint.

There shall be no retaliation against any complainant or witness under the EEO Plan. Retaliation against any person complaining under this plan may result in severe disciplinary measures.

B. Investigation Process

1. Any discrimination complaint should, if possible, be reported within thirty days from the

date of occurrence or recognition and shall be promptly and thoroughly investigated by the EOO, which shall be responsible for the investigation. The investigation shall:

- Evaluate the totality of the circumstances pertaining to the alleged discrimination;
 - Identify all involved persons, including witnesses;
 - Identify all behaviors between the complainant and the alleged perpetrator of discriminatory conduct which may be material to the investigation;
 - Evaluate the evidence of discrimination while identifying and analyzing *corroborative evidence*;
 - Determine, where necessary, if a workplace is "hostile". In this regard, it should be noted that in order to meet this standard, discriminatory conduct must be sufficiently pervasive or severe to create an abusive or offensive work environment.
2. The following factors should also be included in the investigation:
- If the conduct was verbal, physical or both;
 - How frequently the conduct was repeated;
 - If the conduct was patently offensive or hostile;
 - If the person alleged to have engaged in discrimination was a coworker, supervisor or a manager;
 - If the discrimination was directed at more than one employee.
3. Confidentiality of the investigation as well as witnesses, statements, etc., shall be maintained.
4. Upon completion of an investigation, the EOO in consultation with the BOD's, will determine whether discrimination occurred and what action will be taken, if any.

If it is determined that discriminatory conduct occurred, appropriate disciplinary or remedial action up to termination shall be taken. The severity of any discipline will be determined by the severity and/or frequency of the offense.

In compliance with EEOC guidelines, a summary of findings from the investigation shall be provided to any victim under this policy upon completion of SWE's investigation. Periodic investigation status reports will also be provided to victims in cases involving prolonged investigations or as determined by the EOO.

IX. OTHER COMPLAINT OPTIONS

Employees or job applicants who believe that they have been victims of unlawful discrimination may, within one year of the harassment, file a complaint of discrimination with the Department of Fair Employment and Housing (DFEH). The DFEH serves as a neutral fact-finder and attempts to help parties voluntarily resolve disputes. If the DFEH finds evidence of

*Simon Wong Engineering
EEO Plan*

Issue Date: May 23, 2003

Updated: December 1, 2006

Page 10 of 11

discrimination and settlement efforts fail, the DFEH may file a formal accusation against the employer (SWE) and the harasser. The accusation will lead to either a public hearing before the Fair Employment and Housing Commission or a lawsuit filed on behalf of the complainant by the Department. If the Commission determines that discrimination has occurred, it can order remedies, including fines or damages from each employer or harasser charged. In addition, the Commission can order hiring, reinstatement, back pay, promotion, or changes in policies/practices by SWE.

The Department of Fair Employment and Housing is located at the below address:

San Diego
350 West Ash Street, Suite 950
San Diego, CA 92101

Los Angeles
611 W. 6th Street, Suite 1500
Los Angeles, CA 90017

The Equal Employment Opportunity Commission is located at the below address:

San Diego
401 "B" Street, Suite 1550
San Diego, CA 92101

Los Angeles
225 E. Temple Street, 4th Floor
Los Angeles, CA 90012

X. RESPONSIBILITY FOR REVIEW

The EOO shall review this plan annually or as necessary.

ATTACHMENT FF**Demonstrated Commitment to Equal Opportunity**

In compliance with Exhibit D, Section V, of the contract for the Replacement of Georgia Street Bridge over University Avenue (Phase 1), Simon Wong Engineering fosters a business climate of inclusion and eliminates barriers to inclusion, as demonstrated by the following information:

1. Outreach Efforts

Simon Wong Engineering is continuously seeking out high-quality firms (including Small Business, Disadvantaged Business Enterprise, Disabled Veteran Business Enterprise, or Other Business Enterprise certified) for subconsultant opportunities. For this contract, SWE attended the pre-proposal meeting in an effort to seek out subconsultants with appropriate experience.

2. Past Participation Levels

Simon Wong Engineering has a history of achieving at least 70% DBE participation of the majority of our projects. SWE is a DBE certified firm and we take every opportunity to utilize subconsultants who are Small Business, Disadvantaged Business Enterprise, Disabled Veteran Business Enterprise, or Other Business Enterprise certified.

3. Equal Opportunity Employment

Simon Wong Engineering promotes a diverse workforce. Please reference the preceding Equal Opportunity Employment Policy by Simon Wong Engineering in conjunction with the following Workforce Report.

4. Community Activities

Simon Wong Engineering is active in local organizations, associations, scholarship programs, internships, mentoring, community projects, and charitable contributions. These include, but are not limited to: ASCE, ASCE Younger Member Forum, ASCE Scholarship Program, ACI, APWA, SEAOSD, SEAOC, Carmel Mountain Ranch Country Club, Wireless Foundation - "Call to Protect," Society of Hispanic Professional Engineers, Union of Pan Asian Communities, ASCE/SEAOSD Student Chapter, Society of Women Engineers, All-Star Teams, Rancho Bernardo Girl's Softball, YMCA's of San Diego County, National Down Syndrome Society, La Jolla Jaguars Association, Hurricane Relief, Juvenile Diabetes Research Foundation, Challenged Athletes Foundation, ASCE SDSU Student Chapter, Chi Epsilon, UCSD Jacobs School of Engineering, Black Chamber of Commerce, Hispanic Chamber of Commerce, Multi-Cultural Contractor's Group, Neighborhood House Association, Contracting Opportunities Center, American Subcontractors Association, Latino Builders Industry Association, Women Construction Owners and Executive, National Association of Women in Construction.

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EXHIBIT E

CONSULTANT CERTIFICATION FOR A DRUG-FREE WORKPLACE

CONTRACT NUMBER: *H084286*

PROJECT TITLE: *Replacement of the Georgia Street Bridge Over University Avenue
(Phase 1)*

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:

Name under which business is conducted: *Simon Wong Engineering*

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: *Mark Creveling, P.E.*

Title: Vice President

Date: _____

8-4-08

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EXHIBIT F

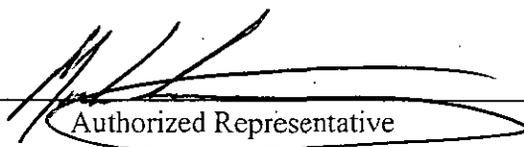
CONSULTANT CERTIFICATION FOR
TITLE 24/ADA COMPLIANCE

CONTRACT NUMBER: H084286

PROJECT TITLE: *Replacement of the Georgia Street Bridge Over University Avenue
(Phase I)*

I HEREBY WARRANT AND CERTIFY that any and all plans and specifications prepared for Replacement of the Georgia Street Bridge Over University Avenue (Phase 1) by Simon Wong Engineering shall meet all current California Building Standards Code, California Code of Regulations, Title 24 and Americans with Disabilities Act Accessibility Guidelines requirements, and shall be in compliance with The Americans with Disabilities Act of 1990.

Dated: 8-4-08

By: 

Authorized Representative

Mark Creveling, P.E., Vice President

Print Name and Title

CITY OF SAN DIEGO, CALIFORNIA
COUNCIL POLICY

SUBJECT: SUSTAINABLE BUILDING PRACTICES (AGREEN BUILDING@) FOR PUBLIC AND PRIVATE BUILDING PROJECTS

POLICY NO.: 900-14

EFFECTIVE DATE: June 19, 2001

BACKGROUND:

Buildings consume approximately 36% to 40% of total energy produced in this country. As energy reliability and costs continue to challenge California, the City of San Diego is committed to reducing the energy and environmental impacts of building design, construction and maintenance both within the public and private sectors.

The City Council previously adopted two policies that address sustainable building practices, otherwise known as AGreen Building@ practices. City Policy 900-14 AGreen Building Policy@ was adopted in 1997, and City Policy 900-16 ACommunity Energy Partnership@ was adopted in 2000. The purpose of this revision is to combine and update Policies 900-14 and 900-16 to provide a more comprehensive and coherent framework for City building projects as well as residential and commercial development within the City of San Diego.

The concept of Sustainable Building AGreen Building@ practices is designing, constructing and operating buildings that give a high level of environmental, economic and engineering performance. They are designed to consider occupant health, energy and transportation efficiency, resource and material conservation (air, water, land, fuel), as well as reuse and recycling during building construction, operation and demolition. The Environmental Services Department administrative headquarters is the City=s first example of a AGreen Building@, and consumes 50% less energy than the 1998 edition of California=s Title 24.

As a participant in the International Council for Local Environmental Initiatives (ICLEI) Cities for Climate Protection Program, the City of San Diego is committed to reducing greenhouse gas emissions by reducing electricity use.

PURPOSE:

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

POLICY:

The following principles will guide construction and renovation activities of both City facilities and private residential and commercial buildings:

1. The natural environment and built habitat are interdependent; ways have to be found for both to coexist in harmony.
2. High environmental quality, outdoors and indoors, is essential for the City=s long-term health and welfare.
3. Innovative methods and up-to-date technologies should be used in the design, construction, and renovation of buildings within the City of San Diego in order to bring our consumption of energy and natural resources in line with the goals of sustainability.

CITY OF SAN DIEGO, CALIFORNIA COUNCIL POLICY

In order to achieve the necessary improvements in our natural and built environment, City building projects will be planned and executed using the following guidelines. The City will encourage participation and innovation by the private sector through a voluntary program that encourages energy-efficient standards in the residential and commercial building industries.

ENERGY EFFICIENCY:

1. The goal is to meet the most current criteria set forth in nationally recognized programs, e.g. US EPA AEnergy Star for Buildings® and US DOE ASustainable Buildings Program®.
2. Buildings will be designed to take the maximum advantage of passive and natural sources of heat, cooling, ventilation and light.
3. Mechanical and electrical systems will be designed and constructed to achieve the maximum energy efficiency achievable with current technology. Computer programs such as DOE-2, Energy Pro, MICROPAS, EQuest, Power DOE, and HAP 3.22 will be used where feasible to analyze the effects of various design options and select the set of options producing the most efficient integrated design. Energy efficiency measures will be selected to achieve energy consumption at 25% below California's current Title 24 standards, to the extent such measures are economically justified.
4. Creative design and innovative energy sources and uses will be encouraged to reduce the consumption of energy from non-renewable sources. A deliberate effort will be made to convert to renewable energy sources to the extent that such options are feasible.
5. All new or significantly remodeled City facilities shall be designed and constructed to achieve energy consumption levels at least 25% below the then current Title 24 standards. An average payback period of five years will be used as a guide for the aggregate of all energy efficiency measures included in a project. In order to maximize energy efficiency measures within these guidelines, projects shall combine energy efficiency measures requiring longer payback periods with measures requiring shorter payback periods to determine the overall project period.

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.
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:

**CITY OF SAN DIEGO, CALIFORNIA
COUNCIL POLICY**

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.

PRIVATE-SECTOR/INCENTIVES:

1. It shall be the policy of the City Council to expedite the ministerial plan check for projects which meets the criteria of the Community Energy Partnership Program. The criteria may include, but is not limited to:
 - Compliance with EPA Energy Star for Buildings Program
 - Residential buildings must exceed Title 24 by 30%
 - Commercial buildings must exceed Title 24 by 15%
2. It shall be the policy of the City Council to investigate further incentives to encourage energy efficiency in City operations, and in the private sector.

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

CALIFORNIA LABOR CODE

EXISTING LAW

' 1771. Payment of general prevailing rate

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

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

AMENDMENT

' 1720. Public works; use of public funds

As used in this chapter, Apublic works@ means:

(a) Construction, alteration, demolition, or repair work done under contract and paid for in whole or in part out of public funds, except work done directly by any public utility company pursuant to order of the Public Utilities Commission or other public authority. For purposes of this subdivision, Aconstruction@ includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

(b) Work done for irrigation, utility, reclamation, and improvement districts, and other districts of this type. APublic work@ shall not include the operation of the irrigation or drainage system of any irrigation or reclamation district, except as used in Section 1778 relating to retaining wages.

(c) Street sewer, or other improvement work done under the direction and supervision or by the authority of any officer or public body of the state, or of any political subdivision or district thereof, whether the political subdivision or district operates under a freeholder=s charter or not.

(d) The laying of carpet done under a building lease-maintenance contract and paid for out of public funds.

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(e) The laying of carpet in a public building done under contract and paid for in whole or in part out of public funds.

(f) Public transportation demonstration projects authorized pursuant to Section 143 of the Streets and Highways Code.

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

**City of San Diego
Consultant Performance Evaluation**

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

Section I

1. PROJECT DATA		2. CONSULTANT DATA	
1a. Project (title, location 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:	
		_____ %	_____ %
		_____ %	_____ %
		_____ %	_____ %
		_____ %	_____ %
		_____ %	_____ %
		_____ %	100 %
		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
		_____	_____
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 _____	

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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 _____)



The City of San Diego
Purchasing and Contracting Department
Contractor / Vendor Registration

Vendor ID: _____
(To be provided by City)

Firm Information

Firm Name: Simon Wong Engineering
Firm Address: 9968 Hibert Street, Second Floor
City: San Diego State: CA Zip: 92131
Phone: 858-566-3113 Fax: 858-566-8644
Taxpayer ID: 33-0626221 Business License: B1986015690
Website: www.simonwongeng.com

Contact Information

Name: Mark Creveling, P.E.
Title: Executive Vice President
Email: mcreveling@simonwongeng.com
Phone: 858-566-3113 Cell: n/a

Address to Which Bids or Contracting Opportunities Should Be Sent
(If different from above)

Check here if same from above

Mailing Address: _____
City: _____ State: _____ Zip: _____

Construction Licenses (If applicable)

License Number: n/a License Type: _____
License Number: _____ License Type: _____
License Number: _____ License Type: _____
License Number: _____ License Type: _____

Product/Services Description:

Bridge Design, Structural Engineering, Construction Management and Inspection Engineering Services

Product/Services Information:

NAICS Codes: 514330; 541490; 541512; 541618; 541690

*select from a list of available NAICS Codes either from the website <http://www.census.gov/epcd/www/naics.html> and select 2007 NAICS codes 6 digit only or from a hard copy available at Purchasing and Contracting

Ownership Classification

Classification: DBE

(* select from the list of Ownership Classification Codes provided below)

Check here if Certified by Agency: X

Certification #: 12552

Agency: Caltrans

Certification #:

Agency:

Ownership Classification Codes:

MBE/African American	(Minority Business Enterprise/African American)
MBE/Hispanic	(Minority Business Enterprise/Hispanic)
MBE/Asian	(Minority Business Enterprise/Asian)
MBE/Pacific Islander	(Minority Business Enterprise/Pacific Islander)
MBE/Native American	(Minority Business Enterprise/Native American)
WBE	(Women Business Enterprise)
DBE	(Disadvantaged Business Enterprise)
DVBE	(Disabled Veteran Business Enterprise)
OBE	(Other Business Enterprise)

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.

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ATTACHMENT 1

CERTIFICATION OF LOCAL AGENCY

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

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

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

8/28/08
(Date)


(Signature)

CERTIFICATION OF CONSULTANT

I HEREBY CERTIFY that I am the Vice President and duly authorized representative of the firm of Simon Wong Engineering, whose address is 9968 Hibert Street, Suite 202, San Diego, CA 92131, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this Agreement; nor

(b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the agreement; nor

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement.

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

8-4-08

(Date)


(Signature)