

ORIGINAL

**AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND
MICHAEL BAKER INTERNATIONAL
FOR
DESIGN OF KEARNY MESA TRUNK SEWER
CONTRACT NUMBER: H2125782**

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TABLE OF CONTENTS

**ARTICLE I
DESIGN PROFESSIONAL SERVICES**

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

**ARTICLE II
DURATION OF AGREEMENT**

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

**ARTICLE III
COMPENSATION**

3.1	Amount of Compensation.....	4
3.2	Additional Services.....	6
3.3	Manner of Payment.....	6
3.4	Additional Costs	6
3.5	Eighty Percent Notification	6

**ARTICLE IV
DESIGN PROFESSIONAL'S OBLIGATIONS**

4.1	Industry Standards.....	6
4.2	Right to Audit.....	6
4.3	Insurance	7

4.4	Subcontractors	11
4.5	Contract Records and Reports.	12
4.6	Non-Discrimination Requirements.....	12
4.7	Drug-Free Workplace.....	13
4.8	Title 24/Americans with Disabilities Act Requirements.....	14
4.9	Product Endorsement.....	14
4.10	Conflict of Interest	14
4.11	Mandatory Assistance	15
4.12	Compensation for Mandatory Assistance	15
4.13	Attorney Fees related to Mandatory Assistance	15
4.14	Energy Conservation Specifications.	15
4.15	Notification of Increased Construction Cost	16
4.16	Sustainable Building Policy	16
4.17	Design-Build Competition Eligibility	16
4.18	Storm Water Management Discharge Control.	16
4.19	ADA Certification.....	17
4.20	Prevailing Wage Rates	17

**ARTICLE V
RESERVED**

**ARTICLE VI
INDEMNIFICATION**

6.1	Indemnification	20
6.2	Design Professional Services Indemnification and Defense.....	20
6.3	Insurance	21
6.4	Enforcement Costs	21

**ARTICLE VII
MEDIATION**

7.1	Mandatory Non-binding Mediation	21
7.2	Mandatory Mediation Costs.....	21
7.3	Selection of Mediator.	21
7.4	Conduct of Mediation Sessions.....	22

**ARTICLE VIII
INTELLECTUAL PROPERTY RIGHTS**

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

**ARTICLE IX
MISCELLANEOUS**

9.1	Notices	23
9.2	Headings	24
9.3	Non-Assignment	24
9.4	Independent Contractors.....	24
9.5	Design Pro and Subcontractor Principals for Professional Services	24
9.6	Additional Design Professionals or Contractors	24
9.7	Employment of City Staff	24
9.8	Covenants and Conditions.	25
9.9	Compliance with Controlling Law	25
9.10	Jurisdiction	25
9.11	Successors in Interest	25
9.12	Integration.....	25
9.13	Counterparts	25
9.14	No Waiver.....	25
9.15	Severability	25
9.16	Municipal Powers.....	25
9.17	Drafting Ambiguities.....	25
9.18	Conflicts Between Terms.....	26
9.19	Design Professional Evaluation	26
9.20	Exhibits Incorporated.....	26
9.21	Survival of Obligations	26
9.22	Contractor Standards.....	26
9.23	Equal Benefits Ordinance	26
9.24	Public Records.....	26
9.25	Equal Pay Ordinance.....	27

DESIGN PROFESSIONAL AGREEMENT EXHIBITS

Exhibit A - Scope of Services

Exhibit B - Compensation and Fee Schedule

Exhibit C - Time Schedule

Exhibit D - City's Equal Opportunity Contracting Program Consultant Requirements
(AA) Disclosure of Discrimination Complaints
(BB) Work Force Report
(CC) Subcontractors List

Exhibit E - Determination Form

Exhibit F - Consultant Performance Evaluation Form

Exhibit G - Contractor Standards Pledge of Compliance

**AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND MICHAEL BAKER INTERNATIONAL
FOR DESIGN PROFESSIONAL SERVICES**

THIS Agreement is made and entered into between the City of San Diego, a municipal corporation [City], and Michael Baker International [Design Professional] for the Design Professional to provide Professional Services to the City for the Design of the Kearny Mesa Trunk Sewer [Project].

RECITALS

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

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

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

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

**ARTICLE I
DESIGN PROFESSIONAL SERVICES**

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

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

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

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

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

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

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

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

ARTICLE II DURATION OF AGREEMENT

2.1 Term of Agreement. This Agreement shall be effective on the date it is executed by the last Party to sign the Agreement, and approved by the City Attorney in accordance with San Diego Charter Section 40. Unless otherwise terminated, this agreement shall be effective for no more than **eighty seven (87)** months following the date of its execution by the City, unless said duration is modified in writing by an amendment to this

agreement. Any extension beyond eighty seven (87) months will require City Council approval via Ordinance.

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

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

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

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

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

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

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

**ARTICLE III
COMPENSATION**

3.1 Amount of Compensation. The total compensation payable by the City to the Design Professional for performance of all Professional Services rendered in accordance with this Agreement, including reasonably related expenses, shall not exceed \$5,500,000.00. The compensation for the Scope of Services shall not exceed \$3,976,215 and the compensation for Additional Services (described in Section 3.2), if any, shall not exceed \$1,523,785. Moreover, the total compensation to be paid to the Design Professional by the City for all work performed under each phase of this Agreement shall not exceed the amount for each phase as specified in the Phased Funding Schedule in Section 3.1.1 unless said amount is modified in writing by an amendment to this Agreement.

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

PHASED FUNDING SCHEDULE		
<u>Funding Phases</u>	<u>Tasks</u>	<u>Not to Exceed Total Amount</u>
1	From project execution of Agreement through Tasks 2 and 5.1-7.	\$4,635,315

2	From initiating Tasks 3, 4, and 5.8 through completion of the Agreement	\$864,685
Total		\$5,500,000

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

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

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

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

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

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

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

3.1.3.1 Work described in this AGREEMENT and its Exhibits; and

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

Funding Phases	Not to Exceed Amount for Scope of Services	Not to Exceed Amount for Additional Services	Not to Exceed Total Amount
1	\$3,611,530.00	\$1,023,785.00	\$4,635,315.00
2	\$364,685.00	\$500,000.00	\$864,685.00
Total	\$3,976,215.00	\$1,523,785.00	\$5,500,000.00

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

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

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

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

ARTICLE IV DESIGN PROFESSIONAL'S OBLIGATIONS

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

4.2 Right to Audit.

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

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

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

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

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

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

4.3 Insurance. The Design Professional shall not begin the Professional Services under this Agreement until it has: (a) obtained, and provided to the City, insurance certificates and endorsements reflecting evidence of all insurance required in Article IV, Section 4.3.1; however, the City reserves the right to request, and the Design Professional shall submit, copies of any policy upon reasonable request by the City; (b) obtained City approval of each company or companies as required by Article IV, Section 4.3.3; and (c) confirmed that all policies contain the specific provisions required in Article IV, Section 4.3.4 of this Agreement. However, failure to obtain the required documents prior to the Professional Services commencing shall not waive Design Professional's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this Agreement, at any time. Design Professional's liabilities, including but not limited to Design Professional's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Except as provided for under California law, all policies of insurance required hereunder must provide that the City is entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or

non-renewal of the policy or policies. Maintenance of specified insurance coverage is a material element of this Agreement and Design Professional's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of contract by the City.

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

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

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

4.3.1.2 Commercial Automobile Liability. For all of the Design Professional's automobiles including owned, hired and non-owned automobiles, the Design Professional shall keep in full force and effect, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1 million per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto). If the Design Professional does not possess owned automobiles then coverage for hired and non-owned automobiles shall be provided.

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

4.3.1.4 Architects & Engineers Professional Liability. For all of the Design Professional's employees who are subject to this Agreement, the Design Professional shall keep in full force and effect, Professional Liability coverage for professional liability with a limit of \$1 million per claim and \$2 million annual aggregate. The Design Professional shall ensure both that: (1) the policy retroactive date is on or before the date of commencement of the Professional Services; and (2) the policy will be maintained in force for a period of three years after substantial completion of the Professional Services or termination of this Agreement whichever occurs last. The Design Professional agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the City's exposure to loss.

4.3.1.5 Contractors Pollution Liability Insurance.

Design Professional shall procure and maintain at Design Professional's expense or require Design Professional's Subcontractor, as described below, to procure and maintain Contractors Pollution Liability Insurance applicable to the Professional Services being

performed, with a limit no less than \$1,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period of one year.

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

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

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

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

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

4.3.3 Acceptability of Insurers.

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

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

4.3.4 Required Endorsements.

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

4.3.4.1 Commercial General Liability Insurance Endorsements.

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

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

4.3.4.2 Worker's Compensation and Employer's Liability Insurance

Endorsements.

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

4.3.4.3 Contractors Pollution Liability Insurance Endorsements.

ADDITIONAL INSURED. To the fullest extent allowed by law and consistent with the limiting provisions set forth at California Civil Code section 2782, California Insurance Code section 11580.04, and any applicable successor statutes limiting indemnification of public agencies that bind the City, the policy or policies shall be endorsed to include as an Additional Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of: (a) ongoing operations performed by you or on your behalf, (b) your products, (c) your work, e.g., your completed operations performed by you or on your behalf, or d) premises owned, leased, controlled, or used by you.

PRIMARY AND NON-CONTRIBUTORY COVERAGE. The policy or policies shall be endorsed to provide that the insurance afforded by the Contractors Pollution Liability Insurance policy or policies is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives with respect to operations including the completed operations of the Named Insured. Any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of the [Design Professional's insurance and shall not contribute to it.

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

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

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

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

4.4 Subcontractors. The Design Professional's hiring or retaining of any third parties [Subcontractors] to perform services related to the Project [Subcontractor Services] is subject to prior approval by the City. The Design Professional shall list on the Subcontractor List [Exhibit D, Attachment CC] all Subcontractors known to the Design Professional at the time this Agreement is entered. If at any time after this Agreement is entered into, the Design Professional identifies a need for addition, deletion, or substitution of Subcontractor Services, the Design Professional must submit a written notice to the City requesting approval for the change modifying the Subcontractor Services. The Design Professional's written notice shall include a justification, a description of the scope of services, an estimate of all costs/percentage of contract participation for the Subcontractor Services, and an updated Exhibit D, Attachment CC reflecting the requested change(s). The City agrees to consider such requests in good faith.

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

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

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

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

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

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

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

4.5 Contract Records and Reports.

4.5.1 The Design Professional shall maintain records of all subcontracts entered into with all firms, all project invoices received from Subcontractors. Records shall show name, telephone number including area code, and business address of each Subcontractor and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

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

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

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

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

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

4.6 Non-Discrimination Requirements.

4.6.1 Compliance with the City's Equal Opportunity Contracting Program. The Design Professional shall comply with the City's Equal Opportunity Contracting Program Design Professional Requirements [Exhibit D]. The Design Professional shall not discriminate against any employee or applicant for employment on any basis prohibited by law. The Design Professional shall provide equal opportunity in all employment practices.

The Design Professional shall ensure that its Subcontractors comply with the City's Equal Opportunity Contracting Program Design Professional Requirements. Nothing in this Section shall be interpreted to hold the Design Professional liable for any discriminatory practice of its Subcontractors.

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

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

4.7 Drug-Free Workplace. By signing this Agreement the Design Professional agrees that it is aware of, and hereby certifies that it agrees to comply with, the City's Drug-Free Workplace requirements set forth in Council Policy 100-17, adopted by San Diego Resolution R-277952 and incorporated into this Agreement by this reference. Council Policy 100-17 is available on line at <https://www.sandiego.gov/city-clerk/officialdocs>.

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

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

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

4.7.4 Subcontractor's Agreements. The Design Professional further certifies that each contract for Subcontractor Services for this Project shall contain language that

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

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

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

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

4.10.1 If, in performing the Professional Services set forth in this Agreement, any member of the Design Professional's organization makes, or participates in, a "governmental decision" as described in Title 2, section 18704 of the California Code of Regulations, or performs the same or substantially all the same duties for the City that would otherwise be performed by a City employee holding a position specified in the department's conflict of interest code, the individual shall be subject to a conflict of interest code requiring the completion of one or more statements of economic interests disclosing the individual's relevant financial interests. The determination as to whether any individual members of the Design Professional's organization must make disclosures of relevant financial interests is set forth in the Determination Form [Exhibit E].

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

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

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

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

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

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

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

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

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

4.14 Energy Conservation Specifications. Technological advances in energy conservation devices such as Lighting and Heating, Ventilation, and Air Conditioning

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

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

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

4.16 Sustainable Building Policy. The Design Professional shall comply with City Council Policy 900-14 (Sustainable Building Policy) in the performance of the Scope of Services, including but not limited to the requirement that all new or significantly remodeled City facilities shall be designed and constructed to achieve at a minimum the Leadership in Energy and Environmental Design (LEED) "Silver" Level Certification.

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

4.18 Storm Water Management Discharge Control. Design Professional shall comply with Chapter 4, Article 3, Division 3 of the San Diego Municipal Code, Storm Water Management Discharge Control and the Municipal Storm Water Permit (MS4) Permit, California Regional Water Quality Control Board Order No. R9-2013-0001 (amended by R9-2015-0001 and R9-2015-0100), Storm Water Standards Manual, as amended from time to time, and any and all Best Management Practice (BMP) guidelines and pollution elimination requirements as may be established by the Enforcement Official. Design Professional warrants and certifies that any and all plans, reports, and specifications prepared for the City in accordance with this agreement shall meet all requirements of the San Diego Municipal

Code and Storm Water Standards Manual. Design Professional understands that while the City will be reviewing Design Professional's designs for storm water permit compliance prior to acceptance of Design Professional's designs, Design Professional understands and agrees that the City's Storm Water review process and its acceptance of Design Professional's designs in no way limits the Design Professional's obligations under this agreement to prepare designs that comply with all requirements of the San Diego Municipal Code and MS4 Permit.

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

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

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

4.19 ADA Certification. By signing this Agreement the Design Professional agrees that it is aware of, and hereby certifies that it agrees to comply with, the City's Americans With Disabilities Act Compliance/City Contracts requirements set forth in Council Policy 100-04, adopted by San Diego Resolution R-282153 and incorporated into this Agreement by this reference. Council Policy 100-04 is available at <https://www.sandiego.gov/city-clerk/officialdocs>.

4.20 Prevailing Wage Rates. Prevailing wage rates apply to this Agreement.

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

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

the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

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

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

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

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

4.20.3.1 In addition to the requirements in 4.20.3, the Design Professional and its subconsultants shall also furnish records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4.

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

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

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

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

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

4.20.9 Contractor and Subcontractor Registration Requirements. This project is subject to compliance monitoring and enforcement by the DIR. A Design Professional or subcontractor shall not be qualified to bid on, be listed in a bid or proposal, subject to the requirements of section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

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

4.20.9.2 By submitting a bid or proposal to the City, Design Professional is certifying that he or she has verified that all subcontractors used on this public work project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Design Professional shall provide proof of registration for themselves and all listed subcontractors to the City at the time of bid or proposal due date or upon request.

4.20.10 Stop Order. For Design Professional or its subcontractor(s) engaging in the performance of any public work contract without having been registered in violation of Labor Code sections 1725.5 or 1771.1, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered Design Professional or unregistered subcontractor(s) on ALL public works until the unregistered Design Professional or unregistered subcontractor(s) is registered. Failure to observe a stop order is a misdemeanor.

4.20.11 List of all Subcontractors. The Design Professional shall provide a complete list of subcontractors (regardless of tier) utilized on this Agreement, along with their DIR registration numbers, if applicable, prior to any work being performed on this

Agreement, and Design Professional shall provide a complete list of subcontractors, regardless of tier, with each invoice. Additionally, Design Professional shall provide the City with a complete list of all subcontractors utilized on this Agreement, regardless of tier, within ten working days of the completion of the Agreement, along with their DIR registration numbers, if applicable. The City shall withhold final payment to Design Professional until at least thirty (30) days after this information is provided to the City.

4.20.12 Exemptions for Small Projects. There are limited exemptions for installation, alteration, demolition, or repair work done on projects of \$25,000 or less. The Design Professional shall still comply with Labor Code sections 1720 et. seq. The only recognized exemptions are listed below:

4.20.12.1 Registration. The Design Professional will not be required to register with the DIR for small projects. (Labor Code section 1771.1).

4.20.12.2 Certified Payroll Records. The records required in Labor Code section 1776 shall be required to be kept and submitted to the City of San Diego, but will not be required to be submitted online with the DIR directly. The Design Professional will need to keep those records for at least three years following the completion of the Agreement. (Labor Code section 1771.4).

4.20.12.3 List of all Subcontractors. The Design Professional shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 4.20.11 above. (Labor Code section 1773.3).

ARTICLE V RESERVED

ARTICLE VI INDEMNIFICATION

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

6.2 Design Professional Services Indemnification and Defense.

6.2.1 Design Professional Services Indemnification. To the fullest extent permitted by law (including, without limitation, California Civil Code Section 2782.8), with respect to the performance of design professional services, Design Professional shall indemnify and hold harmless the City, its officers, or employees, from all claims, demands

or liability that arise out of, pertain to or relate to the negligence, recklessness, or willful misconduct of Design Professional or Design Professional's officers or employees.

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

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

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

ARTICLE VII MEDIATION

7.1 Mandatory Non-binding Mediation. With the exception of Sections 2.5-2.7 of this Agreement, if a dispute arises out of, or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through normal contract negotiations, prior to the initiation of any litigation, the Parties agree to attempt to settle the dispute in an amicable manner, using mandatory mediation under the Construction Industry Mediation Rules of the American Arbitration Association (AAA) or any other neutral organization agreed upon before having recourse in a court of law.

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

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

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

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

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

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

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

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

ARTICLE VIII INTELLECTUAL PROPERTY RIGHTS

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

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

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

8.4 Moral Rights. Design Professional, its employees, agents, talent, and independent Subcontractor(s) hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Deliverable Materials which Design Professional, its employees, agents, talent, and independent Subcontractor(s), may now have or which may

accrue to Design Professional, its employees, agents, talent, and independent Subcontractor(s)' benefit under U.S. or foreign copyright laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. The term "Moral Rights" shall mean any and all rights of paternity or integrity in or to the Deliverable Materials and the right to object to any modification, translation or use of said content, and any similar rights existing under judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

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

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

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

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

ARTICLE IX MISCELLANEOUS

9.1 Notices. In all cases where written notice is required under this Agreement, service shall be deemed sufficient if the notice is deposited in the United States mail, postage

paid. Proper notice shall be effective on the date it is mailed, unless provided otherwise in this Agreement. For the purpose of this Agreement, unless otherwise agreed in writing, notice to the City shall be addressed to: Engineering & Capital Projects, c/o Sara McMullen, MS 908A, 525 B Street, San Diego, CA 92101, and notice to the Design Professional shall be addressed to: Michael Baker International, Carlos Mendoza, 9755 Clairemont Mesa Boulevard, San Diego, CA 92124, carlos.mendoza@mbakerintl.com.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the Agreement.

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

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

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

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

9.22 Contractor Standards. This Agreement is subject to the Contractor Standards clause of the Municipal Code Chapter 2, Article 2, Division 30 adopted by Ordinance No. O-20316. All consultants are required to complete the Contractor Standards Pledge of Compliance included herein as Exhibit G.

9.23 Equal Benefits Ordinance. Unless an exception applies, Design Professional shall comply with the Equal Benefits Ordinance (EBO) codified in the San Diego Municipal Code (§22.4304(f)). Failure to maintain equal benefits is a material breach of this Agreement. By signing this Agreement, Design Professional certifies that Design Professional is aware of, and will comply with, this City-mandated clause throughout the duration of the Agreement.

9.24 Public Records. By Signing this Agreement the Design Professional agrees that it is aware that the contents of this Agreement and any documents pertaining to the performance of the Agreement requirements/Scope of Services resulting from this Agreement are public records, and therefore subject to disclosure unless a specific exemption in the California Public Records Act applies.

If the Design Professional submits information **clearly marked** confidential or proprietary, the City of San Diego (City) may protect such information and treat it with confidentiality only to the extent permitted by law. However, it will be the **responsibility of the Design Professional** to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the California Public Records Act, should the City choose to withhold such information.

General references to sections of the California Public Records Act will not suffice. Rather, the Design Professional must provide a **specific and detailed legal basis, including applicable case law that clearly establishes** the requested information is exempt from the disclosure requirements of the California Public Records Act.

If the Design Professional does not provide a specific and detailed legal basis for withholding the requested information within a time specified by the City, the City will release the information as required by the California Public Records Act and the **Design Professional will hold the City harmless** for release of this information.

It will be the **Design Professional's obligation to defend**, at Design Professional's expense, any legal actions or challenges seeking to obtain from the City any information requested under the California Public Records Act withheld by the City at the Design Professional's request. Furthermore, the Design Professional shall **indemnify** the City and **hold it harmless** for any claim or liability, and **defend any action** brought against the City, resulting from the City's refusal to release information requested under the Public Records Act withheld at Design Professional's request.

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

9.25 Equal Pay Ordinance. Unless an exception applies, Design Professional shall comply with the Equal Pay Ordinance (EPO) codified in the San Diego Municipal Code (SDMC) at section 22.4801 through 22.4809. Design Professional shall require all of its subconsultants to certify compliance with the EPO in their written subcontracts. Design Professional must post a notice informing its employees of their rights under the EPO in their workplace or job site. By signing this Agreement with the City of San Diego, Design Professional acknowledges the EPO requirements and pledges ongoing compliance with the requirements of SDMC Division 48, section 22.4801 et seq., throughout the duration of this Agreement.

The remainder of this page has been intentionally left blank.

IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor, pursuant to Ordinance Number 07-1224, authorizing such execution, and by the Design Professional pursuant to Michael Baker International's signature authority document.

I HEREBY CERTIFY I can legally bind Michael Baker International and that I have read all of this Agreement, this 9th day of January, 2023.

By TLL
Trudi Lim
Principal

Dated this 9th day of August, 2023

THE CITY OF SAN DIEGO
Mayor or Designee

By Berric Doringo
Berric Doringo
Deputy Director

I HEREBY APPROVE the form of the foregoing Agreement this 31 day of AUGUST, 2023.

MARA W. ELLIOTT, City Attorney
By [Signature]
Deputy City Attorney

SCOPE OF SERVICES

SCOPE OF SERVICES

DESIGN OF KEARNY MESA TRUNK SEWER TS17 (H2125782)

SECTIONS:

1.0	SCOPE OF SERVICES	3
1.1	PROJECT BACKGROUND	3
2.0	PHASE A – DESIGN (FUNDING PHASE 1).....	3
2.1	SUMMARY OF DESIGN SCOPE OF SERVICES	3
2.2	PROJECT MANAGEMENT.....	5
2.3	PROJECT MEETINGS/PRESENTATION	6
2.4	PROJECT SCHEDULE AND BUDGET CONTROL	7
2.5	CONTRACT ADMINISTRATION	8
2.6	DESIGN DEVELOPMENT.....	9
2.7	PUBLIC RELATIONS	38
3.0	PHASE B – BID AND AWARD (FUNDING PHASE 2).....	39
3.1	PRE-BID MEETING AND JOB WALK.....	39
3.2	RESPONSE TO COMMENTS AND RFIS.....	39
3.3	ADDENDA.....	39
3.4	BIOLOGICAL / ENVIRONMENTAL SUPPORT.....	39
4.0	PHASE C – CONSTRUCTION SUPPORT (FUNDING PHASE 2)	40
4.1	GENERAL TECHNICAL SUPPORT	40
4.2	CONSTRUCTION MEETINGS	40
4.3	CONTRACTOR SUBMITTAL REVIEWS	40
4.4	REQUESTS FOR INFORMATION / CLARIFICATION	41
4.5	CHANGE ORDER PREPARATION ASSISTANCE	41
4.6	AS-BUILT DRAWINGS	41
5.0	ADDITIONAL SERVICES (OPTIONAL TASKS 5.1-5.7).....	41
5.1	BIO SUPPORT FOR ADDITIONAL SURVEYS AND PERMITS (OPTIONAL)	41
5.2	CCTV INSPECTION AND ASSESSMENT (51,500 LF / 175MH) (OPTIONAL).....	48
5.3	PHASE II CERCLA ESA (OPTIONAL)	50
5.4	GBR FOR ADDITIONAL TRENCHLESS CROSSINGS (OPTIONAL).....	51
5.5	HYDRO / WATER QUALITY (OPTIONAL).....	51

5.6	DIRECT COST OF PERMITS AND TITLE REPORTS (OPTIONAL)	51
5.7	REALIGNMENT ALTERNATIVE DESIGN (OPTIONAL)	51
5.8	ADDITIONAL SERVICES	52
6.0	CLARIFICATIONS AND ASSUMPTIONS	53

1.0 SCOPE OF SERVICES

Scope of Services defines the extent of Michael Baker International (MBI) services necessary to complete the required work and documents specified herein for Phase A - Design (Plans, Specifications & Estimate), Phase B - Bid and Award, and Phase C - Construction Support of the Kearny Mesa Trunk Sewer TS17 project herein referred to as the Project. The Scope of Services and Additional Services shall be split into Funding Phases. Task 2 and Additional Service Tasks 5.1-5.7 shall be allocated to Funding Phase 1. Tasks 3, 4, and Additional Service Task 5.8 shall be allocated to Funding Phase 2.

1.1 PROJECT BACKGROUND

MBI shall provide design, contract specifications, bid phase support and construction phase support for the Kearny Mesa Trunk Sewer (KMETS) project for the limits as described in the section titled "Design Scope of Services". The Kearny Mesa Trunk Sewer project is part of Council Districts 6 and 7 in the Kearny Mesa, Serra Mesa, Birdland, and Mission Valley East communities. The gravity sewer pipeline begins near the intersection of CA-52 and CA-163, then runs in a south-southwest direction until ending near the intersection of I-8 and CA-163, where it connects to the North Mission Valley Interceptor Sewer.

Kearny Mesa Trunk Sewer (TS 17) was originally built in the early 1960s, with portions of the pipeline upgraded in the late 1970s. The trunk sewer is approximately 11.5 miles in length, ranges from 12- to 36- inches in diameter and consists of Vitrified Clay (VC) and Polyvinyl Chloride (PVC). Recent assessment of the trunk sewer's condition led to the recommended improvements that serve as the basis for the following scope:

2.0 PHASE A - DESIGN (FUNDING PHASE 1)

2.1 SUMMARY OF DESIGN SCOPE OF SERVICES

2.1.1 This Design Scope of Services defines the extent of MBI's engineering services needed for the Project. The proposed improvements will address the aging and deteriorated condition of the Kearny Mesa Trunk Sewer.

2.1.2 The project scope includes, but is not limited to, the replacement, rehabilitation, or abandonment of sewer main, broken down as follows:

2.1.2.1 Replacement of approximately 13,800 LF (2.61 mi) of 33-, 30-, 18-, 15-, and 12-inch VC Trunk Sewer.

2.1.2.2 Rehabilitation of approximately 33,900 LF (6.42 miles) of 33-, 30-, 27-, 18-, 15-, and 12-inch VC Trunk Sewer; and

2.1.2.3 Abandonment of approximately 3,800 LF (0.72 mi) of 12-inch VC Trunk Sewer.

2.1.2.4 The precise limits of work for each type of repair strategy will be determined during the pre-design phase as described in paragraph 2.6.2 Preliminary Investigation and Alignment TM.

2.1.3 Additional scope includes point repairs, sewer lateral (rehab and/or replacement), sewer manholes (rehab, repair, and/or replacement), cleanouts and other appurtenances. The project will also include the following improvements: curb ramps, slurry and street resurfacing, traffic control, etc. Further, it is understood that the modeling information is subject to change, pending planning development of Kearny Mesa. Changes to the approved scope of services based on new model results, if any, will need to be identified and negotiated at such time as modeling changes become known. The City will be responsible for hydraulic modeling updates for the KMTS tributary area.

2.1.4 MBI shall be responsible for coordination with entities associated with the development of design for this Project. This includes, but is not limited to, other City Departments, environmental agencies, Miramar Landfill, Caltrans, MTS, railroad authorities and other agencies, community planning groups, and facility owners. These communications may also include securing Right of Entry, Encroachment and Construction Permits, and other as-needed coordination. The work does not include coordination with property owners regarding new housing or commercial developments. It is

anticipated that coordination and direction will be provided by the City and extra work, if any, will be addressed at that time.

- 2.1.5 MBI shall be required to perform all necessary studies, environmental technical support, surveying, and to secure all necessary approvals to finalize the project design and construction of the project. MBI shall prepare the construction specifications per the current City of San Diego specification boilers provided by the City and will be required to submit a package for review at 30%, 60%, 100% and Final Design. Each milestone will have minimum requirements of completion to be accepted and reviewed by the different departments within the City. Each review cycle will require MBI to attend comment review meetings with all the reviewing parties as well as several as-needed intermediate meetings to resolve questions and conflicts. MBI shall also be required to go through City's plan check process at 100%. Alternatives to open trenching, such as pipe bursting and tunneling, shall be considered where possible to avoid or minimize impacts to the City's Environmentally Sensitive Lands. MBI services will support the City CEQA processing and environmental permitting efforts.

2.2 PROJECT MANAGEMENT

- 2.2.1 MBI shall provide management support to the City in the execution of the Project's Design Phase and design related issues during the bid, award, and Construction Support Phase. MBI shall attend meetings as requested by the City and coordinate the preparation of supporting materials as required. MBI shall provide status on project design issues/problems via a project status log. The project status log shall be organized by issue/problem subject matter. Action items shall be in one list.
- 2.2.2 MBI shall prepare and maintain a project design schedule as a tool in managing and monitoring project progress. The schedule shall include project tasks, task interrelationships, milestones, and intermediate and final project deliverables in accordance with the City of San Diego

Guidelines and Standards. The design project schedule shall be updated with progress narratives and provided monthly with invoicing.

2.2.2.1 Coordination

2.2.2.1.1. MBI shall provide coordination and communication between the City Project Management staff and MBI staff as necessary to keep the entire project team informed of the Project's progress on key issues and decisions. MBI shall inform the City of subconsultant activities and relay any feedback from City staff.

2.2.2.1.2. MBI shall provide coordination and communications between its own Project Management team and individual Task Managers of the various Project elements, activities, and tasks.

2.2.3 Coordination with City Departments, Agencies, and Right-of-Entry (ROE) Permits. – See also Section 2.1.4. Effort for ADA approvals and general coordination with other departments is covered in related items of work. General effort for ROE permits and coordination with Caltrans, FAA / Montgomery Field, and MCAS Miramar, and MTS are anticipated in this item at a monthly level of effort for 54 months.

Specific permit processing anticipated in 60% and 100% effort tasks are identified as separate line-item tasks, see sections 2.6.5, 2.6.6.5, 2.6.6.6, and 2.6.8.2.

2.3 PROJECT MEETINGS/PRESENTATION

2.3.1 MBI shall provide coordination and communications between the City Project Management staff and MBI staff as necessary to keep the entire project team informed of the Project's progress on key issues and decisions. MBI shall inform the City of subconsultant activities and relay any feedback from City staff.

2.3.2 Project Meetings: The City will conduct a design kick-off meeting and MBI shall have its Project Manager and Project Engineer attend the

meeting. An agenda will be sent by the City to MBI in advance. MBI will prepare the design kick-off meeting minutes and send to those in attendance for their review and approval within 5 days after kick-off. The kick-off meeting will establish lines of communication, needed coordination, initial activities, and will clarify project management controls. Data gathering and file management protocols will be discussed. Schedule and next actions will be summarized, and subsequent meetings will be planned.

For design phase meetings, MBI shall prepare agendas in advance of each deliverable and comment resolution meeting. MBI shall issue meeting minutes within five working days after each meeting. Meeting minutes will clearly detail decisions made and action items with leads identified. Meeting minutes shall adhere to additional meeting requirements referenced in the rest of this scope of services. Meetings assume involvement by the project manager (six hours for agenda, attendance, minutes, and coordination) and an average of three team members (three hours each for preparation, attendance, and coordination). Scope assumes MBI's principal-in-Charge (PIC) is anticipated to attend kick off and three additional meetings.

The following types of meetings are anticipated for this project: Project Kickoff Meeting, Monthly Project Design Team Meetings, City Department Meetings, Comment Resolution Design Meetings, Internal Project Team Meetings, CALTRANS Meetings, MCAS Miramar Meetings and Airport Coordination Meeting. Deliverables include Meeting Notices, Agendas, Meeting Minutes and Action Items for each meeting in electronic format.

A QAQC plan will be developed by MBI and provided to City PM at kick-off.

- 2.3.3 MBI will lead progress meetings with task managers and/or major subconsultants assisting in performing work.

2.4 PROJECT SCHEDULE AND BUDGET CONTROL

MBI shall:

- 2.4.1 Establish and monitor project scheduling and budget control. Initiate corrective action when deviations from scheduled task completions and budgets arise.
- 2.4.2 Develop separate schedules for individual tasks, monitor continuously, and update to show actual and planned progress.
- 2.4.3 Develop the format of the final monthly progress report in coordination with the City's Project Manager, starting at kick-off. The report will be used by the City for briefings that may be required. The report shall be attached to the monthly progress invoice. Report contents include, but are not limited to:

- 2.4.3.1 Schedule Information

- 2.4.3.2 Percentage of task completion compared to the amount billed

- 2.4.3.3 Budget Information

- 2.4.3.4 Problems Encountered

- 2.4.3.5 Out-of-Scope Authorizations

- 2.4.3.6 MBI Team Action Items

- 2.4.3.7 City Action Items

- 2.4.3.8 Details of Work Completed This Month and Work to be Completed Next Month

2.5 CONTRACT ADMINISTRATION

- 2.5.1 MBI shall perform Contract administration activities i.e., Management of the KMTS project contract including, but not limited to:

- 2.5.1.1 Preparation of invoices. Invoices will include breakdown by task; list of staff hours and rates for each service task charged; indirect cost descriptions; and subconsultant charges. This task

also includes the compilation and management of subconsultant contracts and invoices.

2.5.1.2 Tracking of budget

2.5.1.3 Preparation of budget status reports

2.5.1.4 Management of contractual requirements, including insurance of the subconsultants for this Project. Sub invoices will be attached to progress invoices. First-tier subs shall have zero markup by MBI.

2.5.1.5 Development of invoicing per City requirements

2.5.1.6 Compilation of subconsultants invoices

2.5.1.7 Preparation of monthly invoice to City

2.5.1.8 Establishment of a filing system to organize all Project-related documentation and correspondence, local and cloud-based. MBI shall maintain a Project Sharefile site to archive and share Project related documents and correspondence.

2.6 DESIGN DEVELOPMENT

2.6.1 General

2.6.1.1 The KMTS Planning Study and Business Case Evaluation (BCE) prepared by the City, dated March 10, 2020 and December 12, 2017, respectively, contain preliminary alignments and repair strategies. These documents shall be used as guidance for MBI in developing the design and identifying all the studies needed for the design. Changes in the design are still required to incorporate site – specific constraints and considerations that become evident during detailed design. The Preliminary Investigation and Alignment TM prepared by MBI (see paragraph 2.6.2) will be the basis for the project’s final design direction.

2.6.1.2 MBI shall provide the following major design submittals:

- Basis of Design Report (BDR) – Draft and Final
- 30 Percent Design
- 60 Percent Design
- 100 Percent Design
- Final Design

2.6.1.3 All design submittals shall be in accordance with the most recent versions, (based on the contract execution date) of the Greenbook, Whitebook, City of San Diego Standard Drawings, DOJ ADA Standards for Accessible Design, Caltrans Design Manual (when crossing Caltrans right-of-way), Current CADD guidelines, California MUTCD, MTS Standards/Amtrak Standards (when crossing railroads) and any other applicable and accepted codes used in the City of San Diego.

2.6.1.4 MBI proposes a design team capable of producing studies and designs in the following disciplines and as described herein after:

- Civil Engineering
- Surveying
- Traffic Engineering
- Biological Services (which may include biological technical reports, jurisdictional delineation, endangered species/ rare plant surveys, impact reports, mitigation reports, permit support including resource agency permits such as California Department of Fish and Wildlife and the USACE 404 Permit/NWP, revegetation plans with plant establishment and maintenance & monitoring periods following brush management zone guidelines, meetings, and DSD support pursuant to City of San Diego Biology guidelines)

- Geotechnical (complying with Public Project Site Reconnaissance and Testing Information Bulletin, IB-511)
- Hydrological
- Environmental

2.6.1.5 MBI has endeavored to include in this scope of services all foreseen activity related to the acquisition of information necessary for developing the design, including geotechnical investigations, potholing, utility coordination and early assessment of alternatives to guarantee the durability and good performance of the elements to be designed.

2.6.1.6 MBI shall coordinate with all agencies and city departments involved in coordination with the City Project Manager. MBI shall acquire non-regulatory agency (environmental protection) permits, right of entry, and encroachment permits to complete the design and construction of the project. Direct cost of permits shall be identified and paid as reimbursable expenses as approved by the City's Project Manager. See sections 2.2, 2.6.5, 2.6.6, 2.6.7, and 2.6.8 and Task 5.0 for specific efforts.

2.6.2 Preliminary Investigation and Alignment TM – Work at this stage is focused on generating concurrence on alignment alternatives and repair strategies.

2.6.2.1 Data Gathering & Field Review (10 visits) – Field visits will include the project manager and pertinent technical professionals, coordinated with the City's PM team.

2.6.2.2 Utility outreach and coordination includes data gathering and plan distribution at each phase of design. Utility data will be gathered and compiled into a log that will be updated and sent to the City with design submittals or upon request. Effort includes coordination of conflicts and technical meetings to work out solutions.

2.6.2.3 Hazardous Materials Technical Study (HMTS) – this report will include research on hazardous materials in the area of work and will make recommendations for a Phase II Environmental Site Assessment (ESA) if materials are suspected. The HMTS serves the same purpose as a Phase 1 Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) ESA and will be performed in general conformance with the American Society for Testing and Materials (ASTM) Standard Practice E1527 - 13 and E2600 - 10. Phase II services are included as Task item 5.3 and will be performed as additional services upon written approval by the City's Project Manager.

2.6.2.4 Survey control and aerial topographic mapping for the KMTS project site will be delivered per City standards, covering all areas and foreseeable alignments at the time of the agreement.

2.6.2.5 Geotechnical Desktop Study – A desktop geotechnical study will be prepared to support alignment development. The report will include a geologic map along the alignment's corridor. The maps will delineate areas of liquefaction susceptible material, fault crossings, and known (mapped) landslides. Recommendations will be presented for a subsurface exploration program that will include the advancement of exploratory borings at critical locations or in areas where information is lacking or not available.

2.6.2.6 Trenchless Alternatives TM – This effort will evaluate trenchless construction feasibility of the identified trenchless options, with Birdland/Murray Canyon being the most significant. Feasibility, risk, schedule, and relative cost input will be coordinated with other design deliverables, the desktop geotechnical study, field investigation, site conditions, and known utilities. Potential trenchless construction methods will be evaluated based on considerations related to tunnel diameter, drive length, settlement considerations, access impact area, and relative installation forces. A Trenchless

Alternatives TM will present the trenchless evaluation and preliminary recommendations for trenchless construction approach for each location with relative schedule and cost impacts.

2.6.2.7 Alignment Alternatives TM + Bypass Analysis - This task includes expanding the development of six (6) alternatives as explored in the interview stage of the procurement. Deliverable is a Technical Memo with exhibits and an analysis of decision factors supporting decision making by the City for each alternative alignment segment. The TM will establish a recommended project alignment, with justification, including an alternatives matrix and weighted decisions factor scoring system. Factors will include constructability, maintenance, schedule impact, and relative cost as a score. Preliminary construction cost estimates will not be prepared at this stage. Appendices will include schematic GIS-based exhibits and details, record drawing markups, and planning level layouts and alignments, with reference to studies completed at this stage. MBI shall consider information obtained from the inspection and GIS updates from Task 2.6.3 prior to submittal of the Alignment Alternatives TM. This analysis will also identify the size, Layout constraints, and configuration of typical bypass equipment to develop constraints for bypassing that must be adhered to in contractor submittals, such as noise, alignments, where parallel construction can avoid bypassing, and where bypass equipment must be temporarily undergrounded. These constraints will be developed into requirements and opportunities in the bid documents. Bypass constraints and opportunities to avoid bypassing will factored into predesign alternatives along the entirety of pipeline as well as for alignment alternatives.

A workshop meeting will be held to discuss the alignment and receive comments. Work on the BDR will continue during this time.

2.6.2.8 Draft BDR and Project Description - Based on GIS information, topo mapping, preliminary sketches, and TMs, a draft and final Basis of Design Report (BDR) will be developed with a focus on the project description. This focus is to be support Design Technical Studies (including environmental, see also 2.6.5). It will also identify needed permits and coordination. The Draft BDR and will initiate environmental studies. City comments on the BDR will be used to update the BDR and related TMs. Up to ten copies of the BDR in 8-1/2 x 11 format with 11x17 graphics and a corresponding PDF file will be provided to the City at the draft and final milestones. BDR will be a coordinated document incorporating the findings in each discipline.

A workshop meeting will be held approximately two weeks after submittal. MBI shall seek alignment approval at this stage to initiate detailed ROW survey to support final design phase of the project.

2.6.2.9 Final BDR and Project Description - A Final BDR will be prepared based on City comments for City review and approval. This document will establish direction of detailed survey and design efforts and final reports leading to the 30% design.

City approval of the Final BDR and Project Description will be the authorization to proceed with final design services and will guide acquisition, right-of-way mapping, ADA curb ramp improvements, geotechnical, potholing, biological studies and permitting efforts.

2.6.3 CCTV Inspection and Assessment Data Review

2.6.3.1 Data Collection and Review - The MBI team will collect, organize, and become familiar with existing CCTV Data and the

ability to rely upon it to inform the needs of the Kearny Mesa Trunk Sewer (Project). Effort at this phase is a high-level assessment of existing CCTV and assessment data available for review.

2.6.3.2 Existing Data Assessment Report – A TM with recommendations will be prepared to support decision making on the potential need for re-assessments and supplemental CCTV. This report will consider age of inspections, new inspection and rehab technologies, and the likelihood that additional deterioration may have occurred since the last assessments and determinations were made. The purpose of the TM will be to support City decision making on a need for reassessments, that may lead to expanded services. This TM is anticipated to be a general overview of the ability to rely on existing data and assessments to guide the final design. Review of CCTV data for the purpose of identifying locations of laterals or defects is not included at this stage.

2.6.4 Thirty Percent (30%) Design Submittal

2.6.4.1 Survey Monumentation Mapping – Survey monumentation and surface expressions of utilities will be gathered and mapped, including dips of gravity utilities along the City approved alignment and preferred alternative identified in the Final BDR.

2.6.4.2 ROW Mapping – ROW mapping will be prepared and delivered per City standards along the City approved alignment and preferred alternatives. Up to ten miles of mapping is assumed, including all rehab and replacement segments.

2.6.4.3 Supplemental Survey as needed – an allowance for supplemental survey includes up to four days of supplemental survey services, and office data breakdown.

2.6.4.4 Base Utility Mapping – Base mapping of utilities will be completed at this stage to provide a basis on which to support

the 30 percent design. Base mapping will be field walked at this stage to confirm accuracy of base utility mapping. MBI will obtain and review available as-built documents and available MicroStation files to develop a MicroStation base map of the existing conditions in the City of San Diego's CADD Standards. The following are the pertinent documents that will be obtained for review and compilation of the base map: City As-builts; Other As-Builts (Caltrans, MCAS Miramar, Airport, Montgomery-Gibbs Executive Airport, etc.); SDG&E (gas and electric), Telephone, Fiber Optic, and Cable Television As-Builts; Mapping and Survey Data (provided by the City); and Available electronic files (provided by the City). MBI will perform the as-built research for the dry utilities and will prepare a dry utility as-built MicroStation file containing the horizontal location of these utilities. Because dry-utility as-builts are typically schematic in nature, MBI will also perform a field walk to verify the location based on visible surface features, including pedestals, valve covers, pull boxes, trenches, etc. MBI will research City of San Diego record drawings to obtain the existing sewer, water, and storm drain as-built horizontal information throughout the project. MBI will then enter the horizontal location of these utilities into an as-built MicroStation file which will include the size and material of the pipe and as well as show appurtenances and services. MBI will review the dry and wet utility as-builts and will perform a field walk to confirm the accuracy and completeness of the MicroStation base files. MBI will also verify the visible surface features shown in the MicroStation file, including signal poles, streetlights, signs, sidewalks, curb ramps, and railroad tracks. MBI will then compile the MicroStation utility base files with the City's Survey MicroStation file and additional supplemental field survey information obtained by MBI into an overall MicroStation base file for the Project and will incorporate known vertical elevation information at potential utility

crossings. This MicroStation CADD Base File in City Standards (XM Standards) will be delivered by MBI to the City as a deliverable.

2.6.4.5 30% Plans, Estimate - MBI shall develop and submit 30 percent level design drawings and pertinent design technical memoranda for City review and approval. The 30% design will at a minimum have fulfilled the standard checklist requirements. The checklist will be provided by the City at the design kick-off meeting. Deliverables include:

- 30 Percent Design Drawings, including base utility mapping and the project footprint with quantified easement areas and environmental impacts.
- Digital file submittal for QAQC review (MicroStation and pdf)
- PUD package submitted for their review (draft memo with required attachments and checklists provided by City at design kick-off meeting). PUD package anticipated to include plans, specs, responses to comments from each reviewer, supporting calcs, CADD files, QC checklists filled out, and deviation from standards submittals / approvals, if any.
- Preliminary Construction Cost Opinion per the latest Master Bid List.

2.6.4.6 QAQC and delivery will include a review by construction managers on the MBI team and a backcheck that submittal requirements are met.

2.6.5 Technical and Environmental Studies - These studies will start as the 30% drawings are submitted for City review and they will be submitted to the City's Project Manager and client departments as they are completed. MBI shall support City environmental staff who will process CEQA documentation and regulatory permitting.

2.6.5.1 Geotechnical Investigation (12 borings) – After the alignment is determined, a comprehensive geotechnical report will be prepared to support project design, and to support the development of a Geotechnical Baseline Report (GBR) for trenchless and deep construction.

2.6.5.2 Geotechnical Baseline Report (GBR) Draft and Final – This report will follow ASCE guidelines and will be coordinated with other deliverables. The purpose will be to establish what are foreseen and unforeseen conditions a contractor might face to reduce the claim potential for extra work.

2.6.5.3 Easement Access TM – Where deficiencies are identified in the alignment TM, an easement access TM will be prepared to identify the extent of work needed to design or acquire permanent access to manholes for maintenance and temporary access for construction. See also Task 2.6.6.4.

2.6.5.4 ADA Deviation from Standards Documentation – MBI shall document deviations from standards with forms and supporting information for City approval. Services include a site walk and application of the City of San Diego Curb Ramp Design Guidelines Technical Engineer Memo issued by James Nagelvoort (2020) Effort assumes a design of 37 curb ramps with no relocation or redesign of storm drains/inlets and no need for electrical / signal modification design. Electrical and signal modification or storm drain work is not anticipated in the proposed scope of services.

2.6.5.5 Literature and Data Review

Prior to the initiation of the field investigation, historical and currently available biological literature and data pertaining to the project study area will be reviewed. This review will include but not limited to previous biological studies performed on or near the project site, including studies conducted on MCAS Miramar federal property and the City of San Diego's

Montgomery Field Airport property, as well as sensitive species records databases (i.e., USFWS, CNDDDB, City VPHCP) for the project vicinity.

2.6.5.6 General Biological Surveys and Constraints Mapping

2.6.5.6.1. Preliminary General Biological Field Surveys/Constraints Mapping

A general biological field survey and directed search for potential sensitive species will be conducted by a qualified biologist to identify the vegetation communities and detectable floral/faunal resources within the preliminary biological study area consistent with the City of San Diego Biology Guidelines for Conducting Biological Surveys and RWQCB and USACE review triggered by the clean water act, which would also meet the State Water Board's most recent Clean Water & Drinking Water State Revolving Funds Environmental Package requirements (aka CEQA-Plus). The preliminary biological study area will be limited to the project alignment limits of work defined in the final BDR and will only include naturally vegetated areas (e.g., canyons, riparian, mesa tops) and a limited number of landscaped areas that may support potentially suitable avian nesting habitat (e.g., mature trees). In addition, a 100-foot habitat mapping buffer from the preliminary limits of work will be assessed for context and to address any potential indirect impacts. All vegetation communities and any sensitive species detected on the site will be plotted onto an aerial/topographical map of the project area. The draft map(s) will include surveyed biological resources showing vegetation classes, sensitive plant and wildlife species observations/populations, potential

habitat for sensitive bird species, and potential aquatic resources (wetlands and non-wetland waters) as defined by the City and under current regulatory agency requirements. The map(s) will be prepared as an overlay on a high-resolution color orthophoto. All existing utility access paths, as well as proposed impacts from access, staging and construction activities will be shown. Habitat mapping information will follow classifications in the City Guidelines for Conducting Biological Surveys.

Based on the general biological survey, a biological constraints map including sensitive resources as well as a draft impact table and the overall quality of the habitat and the potential for presence of sensitive species in the project area will be assessed and prepared. Photographs of the study area will be taken to visually document the existing biological conditions and a draft photograph location map will be prepared. Sensitive biological resources observed/detected and those that have a high potential to occur onsite based on the general biological field survey as well as data and/or literature review for the project site will be mapped as biological constraints that may be avoided and/or minimized to the maximum extent practicable (if feasible) during the early design phase to determine the proposed construction footprint.

2.6.5.6.2. Biological Survey of the Proposed Construction Footprint

After the project construction footprint is determined, vegetation mapping and sensitive resource data collected within the preliminary biological study area under Task 2.6.5.6.1 will be clipped to the more refined boundaries of the project construction footprint limits

(assuming the proposed construction footprint is entirely within the preliminary study area) under this task. If necessary, an updated biological survey will be conducted if the need for this biological survey is longer than a year from the preliminary biological survey or if any areas of the construction footprint are located outside of the preliminary biological survey area. This updated biological survey will also be consistent with the City of San Diego Biology Guidelines for Conducting Biological Surveys and the State Water Board's most recent Clean Water & Drinking Water State Revolving Funds Environmental Package requirements (aka CEQA-Plus, Clean Water & Drinking Water State Revolving Funds Environmental Package).

2.6.5.7 Jurisdictional Aquatic Resources Delineation Survey and Report

A jurisdictional aquatic resources delineation will be performed using the routine onsite determination methods noted in the 1987 U.S. Army Corps of Engineers' (USACE) Wetland Delineation Manual (Environmental Laboratory 1987), Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Chapter 2 Study Methods 16 Region (2008), and Delineation Manual, A Field Guide to the Identification of the Ordinary High Water Mark (OHWM) in the Arid West Region of the Western United States (2008). An aquatic resource delineation will be conducted to identify and map any jurisdictional wetlands and/or non-wetland resources including ephemeral pools (i.e., pools having hydrology but lacking vernal pool indicator species) or vernal pools and complexes (i.e., pools having hydrology and supporting recognized vernal pool flora indicator taxa) and watersheds where applicable. A jurisdictional delineation of the wetlands and/or non-wetland waters of the U.S./streambeds present on

the project site, under the jurisdictions of the U.S. Army Corps of Engineers (USACE), California Regional Water Quality Control Board (RWQCB), and California Department of Fish and Wildlife (CDFW) will be conducted. Further, during the delineation GIS data and photographs will be acquired to meet USACE's Minimum Standards for Acceptance of Aquatic Resources Delineation Reports dated March 16, 2017, or most recent version.

Each jurisdictional aquatic resource identified onsite will be discussed and mapped in the project aquatic resources delineation report prepared in accordance with the USACE's Minimum Standards for Acceptance of Aquatic Resources Delineation Reports, dated March 16, 2017, or most recent version. Further, the functions and values of the wetlands and/or non-wetland waters of the U.S./streambeds will be quantitatively and qualitatively analyzed, and wetland habitats and jurisdictional waterways will be plotted onto an aerial/topographical map of the project site. Appropriate maps, figures, GIS data and photographs will be included and completed in accordance with USACE requirements. Separate figures delineating USACE, CDFW, RWQCB, and City jurisdiction will also be included and completed in accordance with USACE requirements. In addition, evidence supporting jurisdictional determinations will be recorded on wetland delineation field data forms, OHWM forms, a preliminary jurisdictional determination (JD) form, flow regime/duration analysis, appropriate and photographs depicting the project area will be included in the report as appendices.

2.6.5.8 Data Analysis/Biological Report Preparation

2.6.5.8.1 Biological Resources Report

The preparation of the Biological Resources Report will not commence without written authorization by

the City's Project Manager. Following the field survey(s), a Biological Resources Report will be prepared to document and evaluate the biological resources identified on the project site, including the status of any sensitive resource(s) that is consistent with the latest City Guidelines for Conducting Biological Surveys and RWQCB and USACE review triggered by the clean water act, which would also meet the State Water Board's most recent Clean Water & Drinking Water State Revolving Funds Environmental Package requirements (aka CEQA-Plus). The report will further identify potential impacts to biological resources that could result from implementation of the proposed project and will address measures to avoid, minimize, and/or mitigate significant impacts consistent, as applicable, with federal, state, and local rules and regulations, including the California Environmental Quality Act (CEQA) and current City of San Diego regulations/guidelines. The report will include a quantification of the potential direct and indirect impacts based on the current site conditions and anticipated impacts, include the City's Tier levels and CEQA thresholds in the analysis, recommendations for impact avoidance, and will include a table of appropriate mitigation ratios for any unavoidable impacts following the latest version of the City's Biological Guidelines and Resource Agency regulations. Further, if aquatic resources will be significantly impacted, an alternatives analysis for a wetland deviation will be required and included in the analysis. In addition, if vernal pools will be impacted, a consistency analysis based on the City's Vernal Pool Habitat Conservation Plan (VPHCP) and if impact

occurs on City Airport properties, a Minor Amendment Consistency analysis. Maps of surveyed biological resources showing vegetation classes and sensitive species/resources will also be presented on an overlay on a high-resolution color orthophoto of the project site. All existing utilities, access paths, as well as proposed impacts shall be shown. Habitat mapping information will follow classifications in the City Guidelines for Conducting Biological Surveys. Project contributing biologist(s)' qualifications will be included as an appendix. Two (2) report copies and PDF version will be submitted. The final GIS shapefiles will be prepared and submitted per the GIS Standards to the City via email or File Transfer Protocol.

2.6.5.8.2. Response to Comments/Biological Report Iterations (up to 4 cycles)

This task includes time to address report revisions from changes to the project plan design or comments resulting from review of the project biological report and/or project CEQA document by the discretionary authority or City of San Diego. By its very nature, review of project documents can result in comments that are valid under the discretionary authority of the lead agency but may not be predictable or directly related to conformance with published regulations and ordinances. MBI and its subconsultant team will address the comments pertaining to the biological resources report. A letter providing the responses to comments will be prepared, and edits to the biological resources report will be completed in underline/strikeout format. Two (2) revised copies of the biological resources report and PDF version will be submitted. Up to four cycles of response to comments

that include up to four iterations of the biological resource report based on comments are included in this task.

2.6.5.9 Client/Agency Coordination

MBI and its subconsultant team will coordinate and meet as needed with the City, and/or other agencies regarding the proposed project. Meetings under this task include two Post-Survey Meetings and other collaboration meetings as necessary with City Staff to assess impacts of potential design on environmentally sensitive lands (ESL) including aquatic resources. Deliverables for this meeting will be completed to meet current City and regulatory agency standards.

2.6.5.10 Project Administration for Biological Services

Actions associated with this task include internal coordination, scheduling, and clerical duties (e.g., copying, filing, and mailing) in support of the project.

2.6.5.11 Paleo / Cultural

MBI shall conduct a fossil locality search at the San Diego Natural History, literature and geologic map review, and a paleontological resources sensitivity analysis. The findings of the paleontological resources identification efforts will be summarized in a memorandum report. The memorandum will describe the project site, methods, and results of the paleontological resources identification efforts described previously, and recommendations or mitigation measures, as applicable. The memorandum will be used to support the environmental document. Assumption: No fieldwork required.

To conduct the Phase I cultural resources inventory for the Project, the MBI team will conduct a record of the Project area and a one-mile record search radius of the California Historical Resources Information System (CHRIS) held at the South

Coastal Information Center (SCIC) at San Diego State University to identify previous cultural resource studies conducted in the Project area and any previously recorded sites located within or near the project. The MBI team will also request a search of the Sacred Land File with the Native American Heritage Commission (NAHC) to identify areas of Native American heritage significance or any listed Traditional Cultural Properties or Tribal Cultural Resources. The NAHC will provide a list of tribal contacts that may have further information regarding the Project area. The MBI team will send information request letters to the tribal contacts to identify any areas of concern or sensitivity for cultural resources, Tribal cultural resources, or areas of heritage sensitivity.

If the Project requires compliance with CEQA-Plus, NEPA, and Section 106 of the NHPA, the MBI team will conduct a follow up phone call to all tribal contacts provided by the NAHC which have not responded within 30 days. If requested, The MBI team will assist the Federal agencies with the Native American consultation, including scheduling, facilitating, and documenting Native American consultation meetings.

Once the background research has been completed, The MBI team will conduct a pedestrian archaeological survey of the portions of the Project area which contained undeveloped land or areas with ground surface visibility with a team of qualified archaeologists and a Native American monitor. The portions of the project area that are paved or developed will not be included in the archaeological survey. Of the approximately 11.5-mile-long Project area, an estimated 4.5 miles contains land with ground surface visibility which will be subjected to the archaeological survey. Access to the project area, including private property, MCAS Miramar, and Montgomery Field will be coordinated by the City.

Any previously recorded sites located within the Project area will be relocated and their site documentation updated. Any newly identified sites will be recorded, and all site records will be submitted to the SCIC for update or assignment of trinomial designators. Should any potentially significant sites be identified, evaluation of their significance may be required. Cultural resource evaluations are not included in the base scope of services and, if required, shall be provided as additional services.

At the completion of the background research and archaeological survey, the MBI team will prepare an Archaeological Resource Management Report (ARMR) per the report format provided by the City's Guidelines. This report will address CEQA-Plus, NEPA, and Section 106 of the NHPA. It is assumed that the ARMR will be utilized to support CEQA-Plus, NEPA, and Section 106 of the NHPA and consultation with the State Historic Preservation Office (SHPO) and that separate reports will not be required. The ARMR will summarize the cultural resources inventory's methods and results and provide recommendations for further studies and avoidance and mitigation measures. If any cultural resources are identified during the survey, the MBI team will alert the City immediately so that necessary actions can be taken.

At the direction of the City, The MBI team will work with any Federal agencies and/or Caltrans to define an Area of Potential Effects (APE) for the purposes of complying with Section 106 of the NHPA, and to prepare a Historical Resources Compliance Report (HRCR) and Archaeological Survey Report (ASR).

Should human remains be discovered, they will be treated in accordance with CEQA Section 15064.5(E), California Public Resources Code (SEC. 5097.98), and State Health and Safety Code (SEC. 7050.5).

The Cultural scope includes the following assumptions:

- SCIC direct costs will not exceed, \$2,500.00, should the costs from the SCIC exceed this amount additional funding will be requested.
- The Project area will be no wider than a 50 ft. corridor, 25 ft. off the center line provided and up to four staging areas or laydown yards outside of the alignment that will need to be included in the archaeological survey;
- Up to three design changes, which will require an additional survey and/or report changes will be included after the initial submittal of the draft report;
- MBI shall coordinate access for team members to private property, City property, MCAS Miramar, Montgomery Field, and Caltrans ROW portions of the Project area;
- The archaeological survey will be negative, no cultural resources will be identified. This proposal does not include testing and evaluation of cultural resources, should they be identified within the Project area, the MBI team will provide testing, evaluation, and analysis of effects of cultural resources, and additional report preparation if needed and approved by the City's Project Manager;
- The study is limited to direct impacts only and does not include indirect or cumulative effects;
- No built environment resources are present within or adjacent to the Project area;
- The current sewer facilities do not need evaluation for significance under CEQA as built environment resources, even if they meet the age threshold for eligibility;

- A single ARMR will be prepared and utilized for compliance with CEQA, CEQA-Plus, Section 106 of the NHPA and consultation with the SHPO;
- The MBI team will assist with SHPO consultation, if requested; however, an APE map for the entire Project area will not be required;
- The City will provide available relevant cultural resources data for MCAS Miramar and Montgomery Field;
- The MBI team will assist with Native American consultation, if requested by a Federal agency, including up to two 4-hr meetings with Native American tribes that wish to consult; and
- AB-52 consultation will be conducted by the City, and no AB-52 consultation assistance will be required.
- Two (2) report copies and PDF version will be submitted.

2.6.5.12 Air Quality / CAP Checklist (AQ/GHG)

The project is located within the San Diego Air Basin (SDAB), which is under the jurisdiction of the San Diego Air Pollution Control District (SDAPCD). Baseline meteorological and air quality data developed through the California Air Resources Board (CARB) will be utilized for the description of existing ambient air quality. Air quality data from the nearest representative air quality monitoring stations will be included to help highlight existing air quality local to the project area.

Emissions generated during construction activities will be estimated using the California Emissions Estimator Model version 2020.4.0 (CalEEMod). A general description of the major phases of construction and their timing will be estimated. The air pollutant emissions during construction will be compared to the SDAPCD regional thresholds of significance. Naturally

occurring asbestos impacts will also be qualitatively discussed. The operational analysis will be qualitatively presented as it is assumed that there will not be a significant number of post-construction operational trips or significant sources of air pollutants emissions. Project consistency with the U.S. Environmental Protection Agency (EPA) 40 CFR 93.153 de minimis guidelines will also be evaluated. As a result of the California Supreme Court decision for Sierra Club vs. County of Fresno (Friant Ranch L.P.), the resultant human health impacts from the project's short-term construction and long-term operational air emissions will be qualitatively analyzed. The report will also include an analysis of conformance with the Federal Clean Air Act as appropriate for CEQA-Plus documentation. Two (2) report copies and PDF version will be submitted.

2.6.5.13 Noise and Vibration

MBI shall review applicable noise and land use compatibility criteria for the project area. Noise standards regulating noise impacts will be discussed for land uses on and adjacent to the project site.

Noise impacts from construction sources will be estimated based on the anticipated equipment to be used, length of a specific construction task, equipment power type (gasoline or diesel engine), horsepower, load factor, and percentage of time in use. The construction noise impacts will be evaluated in terms of hourly equivalent continuous noise levels (Leq) and the frequency of occurrence at adjacent sensitive locations.

If pile driving is required for the project, an analysis of vibration impacts from potential pile driving or drilling for the placement of piles will be based on the Federal Transit Administration's (FTA) 2018 Transit Noise and Vibration Impact Assessment Manual. Analysis requirements will be based on the sensitivity

of the area, specific construction activities, and Noise Ordinance specifications.

As the project is expected to comply with all construction provisions of the City's Noise Ordinance, the noise technical memo will focus on informing design and noise abatement in areas that may be particularly close to residences, sensitive biological areas, and other noise-sensitive uses. Two (2) report copies and PDF version will be submitted.

2.6.5.14 Regulatory Permit Alternatives Development and Analysis

MBI shall prepare a memorandum outlining and evaluating a reasonable range of alternatives to the proposed project. These alternatives will be provided to meet the RWQCB and USACE review triggered by the clean water act, which would also meet CEQA-Plus requirements and are not required for compliance with CEQA (unless significant and unavoidable project impacts necessitate an Environmental Impact Report also known as an EIR). The memorandum will include explanation of the direct and indirect environmental impacts associated with each alternative considered and the reasoning why the project alternative was or was not selected. Support for an EIR document is not included in this scope of services.

2.6.6 Sixty Percent (60%) Design Submittal

2.6.6.1 MBI shall advance the 30% Design to 60% design level. MBI shall incorporate resolved City comments from the 30% submittal review. Technical specifications at 60% level along with the 60% Design drawings shall be prepared and submitted by MBI. The City will provide comments on the 60% design submittal to be incorporated in the next design. It is understood that failure to meet all submittal requirements shall result in rejection of submittal by the City. Deliverables:

- 60 Percent Design drawings

- Specification boiler markups for submittal of first master markup (Greenbook based boilers to be proved by City Staff, format to be per Greenbook) and any CSI format technical specification sections.
- Updated Construction Cost Opinion per the latest Master Bid List.
- Relevant calculations and design support.
- Updated access easement TM
- Written responses to the City's 30% Design review comments
- Utility Coordination log
- Permit processing log
- Risk Register. This log is intended to identify unsolved issues, appropriate action items and responsible party for each action.

2.6.6.2 60% Traffic Control Plans – Traffic control plans will be developed based on the Traffic Control Tech Memo (TCTM) at the 60% stage of design once the footprint in the traveled way is established. The level of effort for traffic control plans assumes up to 48 phases with five requiring Caltrans review during the design phase encroachment permit approval process. Temporary signing and striping changes, such as removal of existing conflicting pavement markings, temporary pavement for crossovers, temporary striping for detouring vehicles, covering of conflicting signage, or installation of temporary signage will be proposed as notes on the traffic control plan sheets and not as a signing and striping design. Temporary signal changes controlled by the Contractor and owner during construction (i.e. loop replacements, signal head replacements,

phasing changes, overhead catenary conductors for maintained operation of the signal) will be noted as a contractor obligation.

2.6.6.3 60% ADA Access Plans – ADA Access plans will be developed based on standards and deviations approved at the 60% stage of design.

2.6.6.4 Plat & Legal for Temporary or Permanent Construction Easements – A budget for up to four easement plat and legal descriptions is provided to support acquisition efforts by the City. A budget for direct cost of title reports is included, though the City may opt to obtain and provide them separately.

2.6.6.5 Agency Permits: Based on the 60% design, FAA ROE Permitting and Caltrans Outreach – the anticipated level of effort shown is for ROE Permitting from FAA for work under the flight path and for right of entry to within Montgomery airfield. Effort is also provided for Caltrans outreach to confirm that the proper encroachment permit process is in place. See also item 2.6.8.2 for Caltrans permit processing. Other permits will be handled based on information gathering and outreach in scope item 2.2.3 for general coordination as follows:

- Local Enforcement Agency (LEA) requirements for solids handling will be handled with Contract specifications
- Marine Corps Air Station Miramar requirements will be included in contract specifications.
- Montgomery Field Encroachment / Access Permit will be required of the contractor in the contract specifications.
- FAA No Hazard Determination Letter and access control access requirements of the contractor will be included in the contract specifications.

- Project Information Officer (PIO) services for private access will be coordinated with the City per Task 2.7 and requirements will be included in the contract documents.

2.6.6.6 Utility Potholing (24) – A budget for potholing is provided and will be initiated after the 30% alignment is established and 60% design is underway. The effort includes development of exhibits and coordination with field crews. Traffic control is covered under other items of work. This line item includes two mobilizations of survey of field “witness” marks either before or after work is completed in coordination with potholing crews. Scoped services anticipate twenty-four (24) potholes based on average pricing including hot patch paving restoration. Actual pricing will be based on subcontractor T&M rates at the time work is performed. MBI will provide precise information as to the number and location of utilities at 24 locations through potholing by vacuum excavation. MBI will perform the Underground Service Alert (USA) call-ins, pothole and trench layouts based on plan and field mark out and coordinate with all entities in the field. This coordination may include Engineering staff, USA mark out personnel, inspectors, utility standbys, and any other personnel involved with the performance of the work. MBI will prepare, process, obtain the permit, and implement traffic control plans for the purpose of completing potholing services along the project corridor and will obtain the required permits. MBI will perform all physical tasks in the field for pavement saw cutting and removal, excavation by vacuum and higher-pressure water. MBI will provide and deploy all traffic control equipment necessary to complete the work. Some signage and message boards may be placed per plan for extended periods of time while the bulk of devices will be placed and picked up only during work hours. Roadways may be plated in the City and where else permitted by the appropriate agency allowing more time for investigation and cure time for slurry. All work will be carefully documented

on a nightly basis and compiled in the office daily. Changes or conditions noted by the field or the client will be discussed and annotated in writing. All of this information will be compiled in a detailed report to be submitted at the end of field work. MBI will contact the district City Resident Engineer (RE) to hold a pre-con. Work (including traffic control) is subject to inspection and approval by the district RE. Any corrections required by the RE shall be included in the contract price. MBI will field stake proposed pothole locations. Upon completion of the field operations, MBI will locate the actual pothole locations (reference marks) and record the type of facility, pipe size, material, and direction. It is assumed that a total of twenty-four (24) potholes will be staked and located. Deliverables include Pothole Report (electronic copy), Topographic CADD Base File of survey shots (potholing and geophysical) in City MicroStation CADD Standards (XM Standards) and Point file in CSV format.

2.6.6.7 QAQC and Delivery – A budget for the QAQC manager and design team to back check deliverables against checklists and comments and for production and final delivery is provided, including direct costs for reproduction and delivery.

2.6.7 One Hundred Percent (100%) Design Submittal

2.6.7.1 100% Plans, Specs, and Cost Estimate and Response to Comments (PS&E + RTC) – MBI Shall prepare responses to comments and updated bid documents per city standards.

2.6.7.2 100% Traffic Control Plans and RTC – Effort specific to Traffic control plan production is included in this effort.

2.6.7.3 100% ADA Ramp Design and RTC – Effort specific to ADA access improvement plans for curb ramp design is included in this effort.

2.6.7.4 QAQC and delivery for City wide review – The QAQC manager will review the draft submittal and comment and coordinate with design team to assure the comments are addressed.

General: Upon authorization by the City, MBI shall advance the 60% Design to 100% Design level. The 100% Design is essentially fully complete in details, notes and all aspects are considered at 100 % design. The 100% design will also have fulfilled the standard checklist requirements provided at the design kick-off meeting. MBI shall incorporate agreed upon City comments from the 60% submittal. The City will make final comments of the 100% design submittal to be incorporated in the (Final) Design. Deliverables:

- 100% Design Drawings
- Completed Specifications Master Markup # 1 using the City's latest boilers and master bid list which shall have all applicable sections, appendix information and updated construction estimate attached
- Updated Construction Cost Opinion per the latest Master Bid List.
- Written responses to the City's 60% Design review comments
- QAQC package submitted for review (draft memo with required attachments to be provided at design kick-off meeting)
- PUD package submitted for their review (draft memo with required attachments to be provided at design kick-off meeting)
- Field Constructability review package submitted for their review (draft memo with required attachments to be provided at design kick-off meeting)

- Utility Coordination log
- Permit status log
- Risk Register.

2.6.8 Final Design Submittal

2.6.8.1 Final Citywide Plan Check Process (2 cycles) – The 100% deliverable will be sent for citywide review and comment. Effort in this task is to address comments and update deliverables.

2.6.8.2 Caltrans Permitting (4) – This effort will start after outreach and as 100% plans are prepared. Up to four applications (one for each crossing or combined) will be timed to submit 120 days ahead of the bid to allow time for the contractor to obtain the construction phase of the “double-permit” before the design phase permit expires (one year).

2.6.8.3 Final PS&E including TCPs (signed electronic reproducible) – Effort in this task is for final bid document production.

General: Design is fully complete in all aspects and considered at final design and bid ready. MBI shall incorporate City review comments from the 100% submittal. MBI shall submit the final design and specifications cursory for review. All MBI’s in-house review comments and all City review comments are addressed, and all disagreements and open issues are resolved prior to submittal of these documents to the City’s Project Manager.

Deliverables:

- Up to 10 copies of the final design and specifications. One set of reproducible hard copy drawings and one electronic media in Micro-Station format in accordance with the CADD Guidelines. All the information necessary for a complete construction bid package.
- Final Specifications shall be provided in Microsoft Word and pdf formats.

- Final Construction Cost Opinion per the latest Master Bid List.
- A suggested sequence of work incorporating the acquisition of all permits, moratoriums, project coordination issues and phasing requirements demonstrating the construction completion by allowed working days in the contract.

2.6.8.4 Caltrans Permitting – the anticipated level of effort shown is for processing of design phase “double permits” for encroachment based on outreach initiated per item 2.6.6.5. This effort anticipates a separate permit for each crossing. Sixteen (16) weeks of processing time is anticipated after submittals are made. Because permits time out after a year, this effort is anticipated during 100% design. Four permit applications are anticipated.

2.7 PUBLIC RELATIONS

2.7.1 Notifications – MBI shall notify the affected stakeholders within 300 feet of the construction or as otherwise identified by the city.

2.7.2 Community Group Meetings (3) – MBI shall prepare and conduct presentations for up to three community planning group meetings within the KMTS area. MBI shall present any preferred alternatives in advance of proceeding with the design phase of the project. Feedback received from these meetings will be used in the development of the design.

2.7.3 Community Outreach Support – MBI shall provide outreach support to each Council district office as required to address questions or concerns. MBI shall prepare collateral material and coordinate printing and implementation for stakeholder meetings including: Fact Sheets, Area Maps, Outreach Alternatives Document, Posters, Sign-In Sheets, PowerPoint Presentations, and preparation of stakeholder meeting minutes and agendas. Deliverables include Agendas, Meeting Minutes, Posters, Sign-In Sheets, Fact Sheets, Area Maps, PowerPoint

Presentations. MBI shall attend stakeholder meetings. All meetings will be attended by MBI's Project Manager and up to three (3) additional team members. Meetings will also be coordinated with and attended by the Public Information Officer. It is assumed that each meeting will last up to two (2) hours. MBI shall coordinate with the major stakeholders within the project area. MBI shall prepare and maintain a project database and coordinate with the stakeholders as needed including providing meeting RSVPs, meeting invites, email reminders, follow up thank you emails, and additional emails and phone calls as needed to address any questions or concerns from the stakeholders.

3.0 PHASE B – BID AND AWARD (FUNDING PHASE 2)

MBI shall provide technical support to the City during the bidding and award phase of the construction package developed in Phase A - Design, Scope of Services for the Kearny Mesa Trunk Sewer project.

3.1 PRE-BID MEETING AND JOB WALK

MBI shall participate in pre-bid meeting and onsite job walk.

3.2 RESPONSE TO COMMENTS AND RFIS

MBI shall respond to design-related technical comments and requests for information (RFI) questions from potential bidders and suppliers on the Contract Documents. Questions and responses shall be routed through the City's Contracts Division. Any questions directly from plan holders shall be referred to the City's Public Works Contracting Group.

3.3 ADDENDA

MBI shall prepare necessary addenda to contract documents and revise the drawings as necessary for the addenda. If the City elects to create the addenda, MBI shall assist in preparing the necessary technical addenda to the contract documents. MBI shall prepare or revise all the drawings required for the addenda.

3.4 BIOLOGICAL / ENVIRONMENTAL SUPPORT

MBI shall respond to city requests for support relative to biological / environmental issues.

4.0 PHASE C – CONSTRUCTION SUPPORT (FUNDING PHASE 2)

4.1 GENERAL TECHNICAL SUPPORT

MBI shall provide technical support to the Construction Manager (City) during the construction phase of the project as described in tasks herein.

4.2 CONSTRUCTION MEETINGS

4.2.1 Pre-Pre-Construction Meeting

4.2.1.1 MBI shall attend the meeting to prepare City field staff with key discussion points that will be explained to the contractor in the Pre-Construction meeting.

4.2.2 Pre-Construction Meeting

4.2.2.1 MBI's Project Manager shall attend and participate in the preconstruction conference including a project site visit. MBI shall take pictures during site visits and have them readily available to share upon request from the City.

4.2.3 Construction Progress Meetings

4.2.3.1 MBI shall attend all construction progress meetings. Review construction progress and assist Project Manager as requested. Three hours for each weekly meeting is assumed for 48 meetings during a 24-month construction period. It is anticipated that meetings will be attended by the PM and one other technical staff member.

4.3 CONTRACTOR SUBMITTAL REVIEWS

4.3.1 MBI shall review the Contractor's submittals for conformance to the Contract Documents. MBI shall review each submittal for conformance with design intent, materials application, design configuration, and overall compatibility with the facilities intended use. MBI shall review

all submittals, except the submittals that are per the City of San Diego AML which will be approved by City staff. MBI shall respond in a timely manner and address comments raised on submittals or because of MBI response on the submittals.

- 4.3.2 MBI shall review and evaluate Requests for Substitution including or equal submissions on shop drawings. MBI shall provide a written approval or disapproval for a substitution request.

4.4 REQUESTS FOR INFORMATION / CLARIFICATION

- 4.4.1 MBI shall receive each written request for information or clarification (RFI/REC) from the contractor, review the request and the appropriate sections/drawings of the technical documents and prepare written response to the contractor to all RFIs. MBI shall modify and revise plans, if necessary, in response to any RFI.

4.5 CHANGE ORDER PREPARATION ASSISTANCE

- 4.5.1 MBI may be required to assist the Construction Manager in preparing, reviewing, and recommending resolutions to some of the complex proposed construction change orders. This task includes updating and revising the plans accordingly to conform with the change order resolution.

4.6 AS-BUILT DRAWINGS

- 4.6.1 MBI shall update the original Contract Documents based on information (RFIs, Design Changes, Change Orders Redlines) received from the Contractor through the Construction Manager and create the As-built drawings. MBI shall follow City standards for As-built drawings.

5.0 ADDITIONAL SERVICES (OPTIONAL TASKS 5.1-5.7)

(TASKS 5.1-5.7 FUNDING PHASE 1; TASK 5.8 FUNDING PHASE 2)

5.1 BIO SUPPORT FOR ADDITIONAL SURVEYS AND PERMITS (OPTIONAL)

- 5.1.1 Coastal California Gnatcatcher Protocol Surveys and Reporting

This task will only be initiated after authorization is provided by the City's Project Manager. Based on the literature/data review of the project biological study area (Task 2.6.5.5) and City RFP guidance, if several recent records (less than 10 years) of the federally listed threatened coastal California gnatcatcher (*Polioptila californica californica*) (gnatcatcher) are located within the biological study area, then it can be assumed that gnatcatcher is present within those potentially suitable habitat (i.e., Diegan coastal sage scrub [DCSS]) and therefore, the DCSS is occupied in those areas. If this is the case for all potentially suitable habitat areas within the project alignment, then no gnatcatcher protocol surveys will be necessary. However, if this is not the case for some or all of the potentially suitable DCSS areas within the limits of work, then protocol surveys may be necessary to determine presence or absence. Please note, assuming gnatcatcher presence within areas of potentially suitable habitat without any recent gnatcatcher records may still be an option but should be discussed with and authorized by the City Biologist and Project Manager.

If gnatcatcher protocol surveys are determined to be necessary for the project, protocol surveys in accordance with current USFWS protocol survey requirements will be performed. A Notice indicating the initiation of protocol surveys on the project site will be submitted to the USFWS and CDFW 15 days prior to the first survey. A total of three surveys will be conducted a minimum of one week apart, and the locations of any gnatcatcher(s) identified on the project site will be mapped. Within 45 days of the last field survey, a letter report summarizing the survey findings will be submitted to the USFWS and CDFW and included as an appendix to the project biological survey report.

5.1.2 Fairy Shrimp Protocol Wet and Dry Season Surveys and Reporting

5.1.2.1 Fairy Shrimp Protocol Surveys and Reporting for Montgomery Field

This task will only be initiated after authorization is provided by the City's Project Manager.

- Based on MCAS Miramar sensitive resources map (dated March 2021) and the MCAS Miramar Integrated Natural Resources Management Plan (INRMP), it is assumed that the base is regularly monitoring and managing sensitive biological resources on their property including vernal pools and federally listed fairy shrimp. If this assumption is correct, this task will coordinate with the MCAS base environmental personnel to obtain the most current vernal pool and fairy shrimp data on Miramar within the project alignment limits of work to determine baseline conditions for the project's use. Therefore, no vernal pools and other fairy shrimp suitable habitat on MCAS Miramar (north of SR-52) will be surveyed under this scope.
- Up to 15 pools (based on the vernal pool GIS mapping provided by the City of San Diego VPHCP) will be sampled up to 10 weeks (10 sampling days) along the western boundary of Montgomery Field within the project alignment.

Within applicable field survey areas, a habitat assessment will be conducted to determine if the project site supports potentially suitable habitat (i.e., pools, basins) for federally listed large branchiopods (fairy shrimp species). If there is potentially suitable habitat onsite, protocol surveys may be necessary to determine presence or absence. If needed, protocol surveys will be conducted by permitted biologists in accordance with the Pacific Southwest Region Fish and Wildlife Office Survey Guidelines for the Listed Large Branchiopods (USFWS 2017). Protocol surveys will consist of one wet season of sampling and one dry season of sampling (or vice versa) within a three-year period. A Notice indicating the initiation of protocol surveys on the project site will be submitted to the

USFWS. Protocol wet season sampling will need to be conducted during the rainy season (typically late fall or winter through the spring). To determine when to initiate surveys, permitted biologist(s) will visit the project site after initial storm events to determine inundation of the pools. Appropriate habitat will be considered inundated when it holds greater than 3 cm of standing water 24 hours after a rain event. Wet season sampling will commence within 7 days after pool inundation and will continue every 7 days thereafter until the pools were no longer inundated or were continuously inundated for 120 days. For purposes of this scope, ten (10) pools (of similar size to the known pools) will be sampled. Voucher specimens will be collected, and subsequently identified through lab analysis.

Protocol dry season sampling will be conducted at any time during the year in which the soil was dry enough to collect potential fairy shrimp cysts from each basin/pool. Permitted biologists will collect soil samples from each identified basin. A permitted biologist holding a valid 10(a)1(A) recovery permit for the listed large branchiopods with additional terms and conditions included in their permit specifically for conducting processing, isolating, and identifying listed large branchiopod eggs will subsequently process the samples to determine the presence or absence of any listed large branchiopods in accordance with the Pacific Southwest Region Fish and Wildlife Office Survey Guidelines for the Listed Large Branchiopods (USFWS 2017).

Within 90 days of the last field survey, a letter report summarizing the survey findings from both the wet season and dry season (or a separate 90-day summary report for each season) will be prepared and submitted to the USFWS and included as an appendix to the project biological survey report.

5.1.2.2 Additional Fairy Shrimp Protocol Surveys and Reporting

This task will only be initiated after authorization is provided by the City's Project Manager. The inundation period within pools is highly variable each year. If the 15 pools that will be sampled within Montgomery Field are still inundated beyond the 10 weeks of sampling under 5.1.2.1, this task includes an additional 7 weeks of sampling until the maximum 120 days of sampling has been completed or until the pools dry up and remain dry.

In addition, if the pools located on federal lands south of SR-52 and directly adjacent to Magnatron Road need to be sampled, then up to 7 pools (based on MCAS Miramar sensitive resources map dated March 2021) may need to be sampled up to 17 weeks/17 sampling days (maximum 120-day wet season sampling period) or until the pools dry up and remain dry. Further, this task will include dry season sampling of these same pools. If these additional pools and sampling days are needed during the wet season, then associated work on the preparation of the report is also included in this task.

5.1.3 Least Bell's Vireo Protocol Surveys and Reporting

This task will only be initiated after authorization is provided by the City's Project Manager. Based on the literature/data review of the project biological study area, if recent records of the federally and state listed endangered least Bell's vireo (*Vireo bellii pusillus*) (vireo) are located within the biological study area, then it can be assumed that vireo is present within those potentially suitable habitat (i.e., riparian habitat) and therefore, the riparian habitat is occupied in those areas. If this is the case for all potentially suitable habitat areas within the project limits of work, then no vireo protocol surveys will be necessary. However, if this is not the case for some or all of the potentially suitable riparian habitat within the project limits of work, then protocol surveys may be necessary to determine presence or absence. Please note, assuming vireo presence within areas of potentially suitable habitat without any recent vireo records may still be an option but should be

discussed with and authorized by the City Biologist and Project Manager.

If vireo protocol surveys are determined to be necessary for the project, then qualified biologist(s) will conduct surveys for vireo in accordance with current USFWS protocol survey requirements. A Notice indicating the initiation of protocol surveys on the project site will be submitted to the USFWS and CDFW 15 days prior to the first survey. A total of eight surveys will be conducted for the least Bell's vireo, at least 10 days apart between April 10th and July 31st. Within 45 days of the last field survey, a letter report summarizing the survey findings will be submitted to the USFWS and CDFW.

5.1.4 Burrowing Owl Protocol Surveys

This task will only be initiated after authorization is provided by the City's Project Manager. Based on a preliminary review of the project area for the purposes of this proposal, there is potentially suitable habitat areas and records for burrowing owl (*Athene cunicularia*), a federal and state species of concern on the Montgomery Field property; however, the specific locations of burrowing owl records and occupied areas within Montgomery Field is unknown at this time.

Based on the literature/data review of the project biological study area, if recent records of burrowing owl are located within the biological study area, then it can be assumed that burrowing owl is present within those potentially suitable habitat areas and therefore occupied. If this is the case for all potentially suitable habitat areas for burrowing owl within the project limits of work, then no burrowing owl focused surveys will be necessary but rather all potentially suitable habitat in project limits of work will be assumed to be occupied. Nonetheless, a burrow survey may still be necessary to map the specific location and assess the status of burrowing owl burrows within occupied habitat.

Further, based on the literature/data review of the project biological study area, if there are no recent records of burrowing owl within any or all of the potentially suitable habitat for burrowing owl within the

limits of work, then focused surveys may be necessary to determine presence or absence. Please note, for the purposes of the project impact analysis there is still the option to assume burrowing owl presence within areas of potentially suitable habitat without any previous focused surveys conducted. Nonetheless, a burrow survey may still be necessary to map the specific location and assess the status of burrowing owl burrows within occupied habitat.

If it were determined that burrowing owl surveys are necessary, then qualified biologist(s) will conduct focused surveys in accordance with current March 2012 CDFW survey guidelines. Four focused surveys will be conducted during the breeding season: 1) at least one site visit between February 15 and April 15, and 2) a minimum of three survey visits at least three weeks apart between April 15 and July 15 with a least one visit after June 15. The results of the surveys will be included within the biological survey report prepared for the project.

5.1.5 Rare Plant Focused Surveys

This task will only be initiated after authorization is provided by the City's Project Manager. Potentially suitable habitat for rare plant species will be identified where applicable during the general biological survey. Focused surveys for potential rare plants on the project site will be conducted according to current recommended methodology including Protocols for Surveying and Evaluating Impacts to Special Status Native Plant Populations and Sensitive Natural Communities (CDFW 2018). Potentially suitable habitat on the project site will be surveyed twice, generally between March and April and then May and June, when blooming plants and distinctive leafy parts are most easily detected. The results of the surveys will be included within the biological survey report prepared for the project.

5.1.6 Wetland Permit Application Preparation and Support

This task will only be initiated after authorization is provided by the City's Project Manager. MBI shall prepare the regulatory wetland permit applications and provide as needed support and coordination

with the City and regulatory agencies through the preliminary permitting process. This task will include the following:

- Prepare an alternatives analysis in accordance with U.S. Army Corps of Engineers 404 (B)(1) requirements and RWQCB requirements to be included in the wetland permit package.
- Preparation of a permit package that will include recommendations to the City of permit types and resource agencies applicable for the project (e.g., U.S. Army Corps of Engineers, Regional Water Quality Control Board, CA Department of Fish and Wildlife), draft and final applications and appendices.
- Preparation and presentation of project pre-application at meeting with City and Regulatory/Resource Agencies. Also, attendance at up to 3 meetings with the City and the Regulatory/Resource Agencies to resolve issues.

5.1.7 Exploratory Investigations Biological Monitoring

This task will only be initiated after authorization is provided by the City's Project Manager. If preliminary exploratory field investigations within environmentally sensitive areas are needed for the project, biological monitoring and documentation to ensure consistency and compliance with environmental regulations and guidelines will be performed. This task assumes up to five 8-hour days of biological monitoring.

5.1.8 Additional Client/Agency Coordination

This task will only be initiated after authorization is provided by the City's Project Manager. If additional client and agency coordination is requested by the City, this task includes an additional 12 hours of Principal Consultant and 40 hours of Senior Biologist time.

5.2 CCTV INSPECTION AND ASSESSMENT (51,500 LF / 175MH) (OPTIONAL)

This task will only be initiated after authorization is provided by the City's Project Manager. Upon approval, MBI shall perform / deliver:

5.2.1 CCTV data collection and review - To streamline effort, due to age, and available new technology, Panoramio Closed-Circuit Television (CCTV) utility data review is proposed for reinspection of all manholes and pipelines in the project. The MBI team will collect, organize, and become familiar with information related to access and improvement needs of the Kearny Mesa Trunk Sewer (Project). It is assumed that documents will be made available electronically by the City and/or MBI. After the NTP is issued on this phase of work, the MBI team will provide a data request for information necessary to perform scoped efforts. We assume that City forces will provide access to manholes for inspection, where needed.

5.2.2 CCTV Reconnaissance and Special Access Design - Throughout the physical inspection period, a field reconnaissance or pre-inspection walk-through with the City and MBI team will be conducted prior to the start of inspection of the pipeline and manhole locations. City GIS information and KMTS as-built record drawings will be used to determine locations, quantities, and type. This field inspection will be conducted to:

- Locate structures i.e., sewer manholes in the trunk sewer to be inspected
- Locate or provide access to structures that consultant is unable to locate or structures that are inaccessible via assistance from the City
- Identify access and traffic control issues
- Identify potential issues to be addressed by the City maintenance staff or others i.e., debris removal and pipe cleaning prior to inspection
- Identify other agencies, jurisdictions, or property owners that will need notification prior to inspection

A list of manholes that cannot be located or are not accessible will be submitted to the City to locate, uncover, or provide

access to the manhole. This effort anticipates six phases of traffic control plans for night-work inspections.

5.2.3 CCTV Pipe & MH Inspection and Assessment (Panoramo) 51,500 LF / 175MH – Sewer pipe and manholes will be evaluated using the Panoramo system with 360-degree imaging capable of faster inspections by eliminating the need to stop and pan. Pipeline Assessment Certification Program (PACP) coding is not included. Instead, a summary of defects per reach and recommendations specific to design will be developed for each segment. This scope anticipates that the City will clear access to manholes where needed.

5.2.4 Clean / Reinspect / Assessment (20% - 10,300 LF) - Where necessary, pipelines will be cleaned and reinspected. 20% of pipelines is assumed.

5.2.5 Sewer GIS Data Update – MBI shall update City GIS with manhole connections, / diameters, and lateral diameter and distance from u/s manhole and direction. The purpose will be to support a design with uninterrupted sewer service.

5.2.6 Sewer Assessment Alternatives and Rehabilitation TM content – MBI shall develop a Technical Memorandum (TM) summarizing the pipeline and manhole inspection and condition assessment results, with recommendations for point repairs, open-cut replacement, and rehabilitation methods. This TM will be included as an Appendix to the Basis of Design Report (BDR) and be utilized for the rehabilitation alternatives analysis.

5.3 PHASE II CERCLA ESA (OPTIONAL)

This task will only be initiated after authorization is provided by the City's Project Manager. If the findings of the HMTS include evidence of contamination, expanded due diligence in the form of a "Phase II Environmental Assessment". This study establishes project constraints, and the anticipated work scope of services includes up to eight (8) soil borings. The ESA will include soil, soil vapor, and / or groundwater sampling to determine presence of absence of hazardous substances and petroleum products in site media. Each site is unique. Therefore,

there is no “typical” Phase II ESA. The scope and final cost necessarily depends on the findings of the HMTS. Anticipated services include fieldwork, draft report, responses to comments, and final report.

5.4 GBR FOR ADDITIONAL TRENCHLESS CROSSINGS (OPTIONAL)

This task will only be initiated after authorization is provided by the City’s Project Manager. The MBI team will expand the GBR to cover two (2) additional trenchless crossing locations included in the final design.

5.5 HYDRO / WATER QUALITY (OPTIONAL)

This task will only be initiated after authorization is provided by the City’s Project Manager. A hydrology and water quality study will be performed to support CEQA clearances to characterize the project impact on adjacent waterways. Tasks will be scoped in more detail as the work is identified. Alternatively, this scope can provide hydrologic/hydraulic calculations to support drainage improvements due to design conflicts with sewer, ADA, or other access road improvements.

5.6 DIRECT COST OF PERMITS AND TITLE REPORTS (OPTIONAL)

The direct cost of ROW permits or title reports are assumed to be paid by the City directly. Any direct costs incurred by consultant at city request shall be passed through at cost.

5.7 REALIGNMENT ALTERNATIVE DESIGN (OPTIONAL)

This task will only be initiated after authorization is provided by the City’s Project Manager. If based on approval of the Final BDR, the City decides to pursue realignments of the KMTS, the cost to design the realignment segments will be funded from this task. Potential realignments are described as follows:

- Kearny Villa Road North of Clairemont Mesa Blvd.
- Birdland Canyon
- Target Center Realignment
- Kearny Villa Rd. West of Montgomery Field

- Convoy St / Kearny Mesa Rd / Kearny Villa Rd
- Lightwave Avenue
- Ralph's Center

Budget level estimates for realignment alternative designs are estimated based on alignments anticipated at the time of this proposal. This proposal assumes that not all realignments will be selected, and a detailed work breakdown and associated design fee will be developed based on the final project alignment to support necessary task authorizations.

5.8 ADDITIONAL SERVICES

MBI may provide additional engineering services as requested by the City that are outside the contract scope. The budget for each request by the City will be agreed upon prior to commencement of the work. Additional services may include, but are not limited to, jetting and bucket cleaning where needed to properly inspect pipelines.

6.0 CLARIFICATIONS AND ASSUMPTIONS

The following clarifications apply:

- Disturbance activities, such as geotechnical borings and potholing, within permit-restricted entry areas is not anticipated in the scope of services. If required, MBI shall submit a proposal for required services to secure access including permits at no additional cost to the City.
- The work breakdown is an estimate based on our experience with similar projects. Subtask effort can vary. Therefore, we assume that dollars can be moved between subtasks providing that the contract value for each milestone submittal is not exceeded.
- A Solid Waste Management Plan and Construction Traffic Analysis are not anticipated. If these reports are required, they will be negotiated with available funding from unused tasks.
- Superlative language such as “guarantee” or “best” or “highest” in contract documents shall be understood to mean bringing work to a normal standard of care for professional services within the subject area of expertise.
- Bid and construction phase services are outside designer control. Therefore, these services are limited to the level of effort shown.
- Given the likelihood that CCTV reinspection may occur and lead to realignment selections by the City, it is anticipated that ELBE SLBE work percentages will be re-evaluated after preliminary design and movement of approved dollars from labor to ELBE\SLBE subs will be made to meet EOCP commitments overall.
- Preliminary sheet count used in estimating design effort. Sheets count does not include realignments or additional sheets created by revisions from rehab to replacement.

Description	Sht
Cover	1
Notes	2
Key Map	2
Replacement Plan and Profile (40 scale)	20
Rehabilitation	30
Trenchless Alignment (1)	2
Trenchless Details	2
Miscellaneous Details	6
Easement Grading and Paving 20 scale	3
Grading and Drainage Details	1
Birdland Easement Road Design (20-scale)	6
Resurfacing	5
ADA Access Design (37 ramps)	14
Sewer Bypass Information	2
Sewer Abandonment	2
Monumentation	4
Horizontal Alignment Reports	4
Water Quality	8
Birdland Revegetation Plans	4
TCPs	54
TOTAL	172

END OF SCOPE OF SERVICES

COMPENSATION AND FEE SCHEDULE

Compensation and Fee Schedule

Exhibit B

Project Phase Funding Costs — Design of Kearny Mesa TS17 (H2125782)						
Funding Phases	Task #	Task Description	Fixed Amount	Not to Exceed Amount for Scope of Services	Not to Exceed for Additional Services \$	Total Not to Exceed Amount \$
Phase 1	2	Phase A - Design	\$3,611,530	\$3,611,530	\$1,023,785	\$4,635,315
	5.1-5.7	Additional Services (Optional)	\$1,023,785			
Phase 2	3	Phase B - Bid and Award	\$67,345	\$364,685	\$500,000	\$864,685
	4	Phase C - Construction Support	\$297,340			
	5.8	Additional Services	\$500,000			
Total				\$3,976,215	\$1,523,785	\$5,500,000

**EXHIBIT B
COMPENSATION AND FEE SCHEDULE
Design of Kearny Mesa Trunk Sewer (T17) - H2125782**

Task/Subtask	Michael Baker International (2022 Rates)													Expenses (0.0% Markup)												Total Expense	TOTALS	
	PC/TM/QA/QC	Sr. PM / Sr. Discipline PM	Discipline PM (TE, SF, CE, Env, GIS, LS)	Discipline Task Manager / Field Ops Manager	Sr. PE / Enviro / Survey / Mapper / Party Chief	PE / Sr. Designer / LSIT II	ET / I / Permit Tech II / Sr. CADD	ET / LSIT / CADD Tech / GIS Analyst	Permit Tech I / Engr Tech / Admin II	Admin I / Engr Aide	Labor Hours	Labor Cost	Other Direct Costs (ODCs)	Brown & Caldwell	Bennett	Acoustic (Constructability + Inspection and Polishing)	Allied	Merkel	Red Tail Environmental	Kant Engineering, Inc.	Boch Consulting, APC	RF Yeager Engineering, Inc.	Mc Salazar	The Booth Group, Inc.	Photo Geomatics Corporation			
	\$260	\$245	\$220	\$200	\$180	\$160	\$140	\$120	\$100	\$85		\$		OBE	OBE	SLBE	SLBE	SLBE	SLBE	SLBE	SLBE	ELBE	ELBE	ELBE	SLBE			
Task 2.6.7 100% Design	60	110	138	0	160	416	500	240	248	40	1812	\$ 285,270	\$ 1,500	\$ 59,992	\$ 10,000	\$ 25,000	\$ -	\$ -	\$ -	\$ 10,000	\$ 18,432	\$ 6,000	\$ -	\$ -	\$ -	\$ 126,924	\$ 421,184	
2.6.7.1 100% PS&E + RTC		60	60		100	300	300		200	40	1060	\$ 159,300	\$ 1,500	\$ 59,992	\$ 5,000	\$ 10,000				\$ 10,000	\$ 6,000				\$ 92,492	\$ 251,792		
2.6.7.2 100% Traffic Control Plans + RTC		20	48			116	200	200	48		632	\$ 90,820														\$ -	\$ 90,820	
2.6.7.3 100% ADA Ramp Design + RTC		10			20						30	\$ 6,050								\$ 10,432						\$ 10,432	\$ 24,482	
2.6.7.4 QA/QC and Delivery for Citywide Review	60	20	30		40			40			190	\$ 39,100			\$ 5,000	\$ 10,000										\$ 15,000	\$ 64,100	
Task 2.6.8 Final Design	20	94	168	0	8	232	600	140	92	0	1354	\$ 213,750	\$ 1,500	\$ 24,854	\$ -	\$ 25,000	\$ -	\$ -	\$ -	\$ 10,000	\$ 15,180	\$ 6,000	\$ -	\$ -	\$ -	\$ 77,534	\$ 281,284	
2.6.8.1 Final Citywide Plan Check Process (2 cycles)		60	48			116	480		48		762	\$ 115,820			\$ 17,280	\$ 10,000				\$ 10,000	\$ 15,180	\$ 6,000				\$ 58,460	\$ 174,280	
2.6.8.2 Calltrans Permitting (4)		10	20		8	60	80		20		198	\$ 31,090														\$ -	\$ 31,090	
2.6.8.3 Final PS&E Including TCPs (signed electronic reproducible)	20	24	100		56	40	140	24			404	\$ 66,840	\$ 1,500	\$ 7,574	\$ 10,000											\$ 18,074	\$ 85,914	
Task 2.7 Public Relations	0	28	0	0	0	0	0	0	0	0	32	\$ 7,210														\$ 40,000	\$ 47,210	
2.7.1 Notifications		2					8				8	\$ 1,330														\$ 10,000	\$ 11,330	
2.7.2 Community Group Meetings (3)		12									12	\$ 2,940														\$ 20,000	\$ 22,940	
2.7.3 Community Outreach Support		12									12	\$ 2,940														\$ 10,000	\$ 12,940	
Task 3.0 Phase B - Bid Support - limited to effort shown (Funding Phase 2)	4	75	0	0	49	0	40	0	0	0	188	\$ 33,345	\$ -	\$ 23,000	\$ -	\$ 1,000	\$ -	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 34,000	\$ 67,345
3.1 Pre-Bid Meeting and Job Walk	4	8			8						20	\$ 4,440			\$ 2,000	\$ 500											\$ 2,500	\$ 6,940
3.2 Response to Comments and RFIs		8			28		20				86	\$ 17,260			\$ 15,000	\$ 600											\$ 16,500	\$ 32,760
3.3 Addenda		15			15		20				50	\$ 9,175			\$ 6,000												\$ 6,000	\$ 15,175
3.4 Biological / environmental Support		10									10	\$ 2,450					\$ 10,000										\$ 10,000	\$ 12,450
Task 4.0 Phase C - Construction Support - limited to effort shown (Funding Phase 2)	0	348	192	0	232	18	120	20	120	0	1050	\$ 203,340	\$ -	\$ 70,000	\$ 18,000	\$ 6,000	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 94,000	\$ 297,340
4.1 Technical Support to City		40	40								80	\$ 18,800															\$ -	\$ 18,800
4.2 Meetings: Pre-Construction (2) and Progress (48)		164	72		72						298	\$ 66,530	\$ 10,000	\$ 6,000	\$ 2,000												\$ 10,000	\$ 84,530
4.3 Contractor Submittal Reviews		24	20		80						124	\$ 24,880	\$ 20,000	\$ 6,000	\$ 2,000												\$ 28,000	\$ 62,880
4.4 Request for Information / Clarification		80	20		80						180	\$ 38,400	\$ 20,000	\$ 6,000	\$ 2,000												\$ 28,000	\$ 68,400
4.5 Change Order Prep Assistance (3)		20	20		18						50	\$ 12,100															\$ -	\$ 12,100
4.6 As-Built Drawings		30	20				120	20	120		310	\$ 42,850	\$ 20,000														\$ 20,000	\$ 62,850
Task 5.0 Additional Services	4	75	60	0	4	37	25	0	0	22	228	\$ 530,514	\$ 10,000	\$ 248,693	\$ 40,200	\$ 196,180	\$ 112,258	\$ 198,077	\$ -	\$ -	\$ 180,844	\$ -	\$ -	\$ 37,000	\$ -	\$ 893,271	\$ 1,523,785	
5.1 Bio Support for additional surveys and permits (optional)																												
5.1.1 Coastal California Gratelcher Protocol Surveys and Reporting		10	18							4	32	\$ 6,750						\$ 10,289									\$ 10,289	\$ 17,039
5.1.2 Fairy Shrimp Protocol Wet and Dry Surveys and Reporting																												
Fairy Shrimp Protocol Surveys and Reporting for Mont. Field		1	1								2	\$ 435						\$ 36,497									\$ 36,497	\$ 37,132
Additional Fairy Shrimp Wet Season and Dry Season Surveys		1	1								2	\$ 435						\$ 60,050									\$ 60,050	\$ 60,685
5.1.3 Least Pellic's Vireo Protocol Surveys and Reporting		1	1								2	\$ 435						\$ 11,358									\$ 11,358	\$ 11,991
5.1.4 Burrowing Owl Protocol Surveys		1	1								2	\$ 435						\$ 3,163									\$ 3,163	\$ 3,798
5.1.5 Rare Plant Focused Surveys		1	1								2	\$ 435						\$ 7,193									\$ 7,193	\$ 7,828
5.1.6 Wetland Permit Application Package Preparation and Support		1	1								2	\$ 435						\$ 26,681									\$ 26,681	\$ 27,316
5.1.7 Exploratory Investigations Biological Monitoring		1	1								2	\$ 435						\$ 5,000									\$ 5,000	\$ 5,635
5.1.8 Additional Client/Agency Coordination		1	1								4	\$ 895						\$ 7,848									\$ 7,848	\$ 8,653
5.2 CCTV Inspect/Assess (51,500 LF / 175MH) (ref 2.6.3) (optional)																												
5.2.1 Data Collection & Review		2			4						6	\$ 1,210	\$ 10,000														\$ 10,000	\$ 11,210
5.2.2 CCTV Reconnaissance and Special Access Design	4	8				12		25			24	\$ 4,920	\$ 10,745													\$ 10,745	\$ 15,665	
5.2.3 CCTV Pipe & MH Inspection (Panorama) 51,500 LF / 175MH		4	30				25				84	\$ 15,080	\$ 31,764		\$ 75,823											\$ 107,687	\$ 122,667	
5.2.4 Clean / Reinspect / Assessment (20% - 10,300 LF)		12									12	\$ 2,940	\$ 6,353		\$ 29,118												\$ 35,471	\$ 38,411
5.2.5 Sewer GIS Data Update		8									8	\$ 1,960	\$ 15,000														\$ 15,000	\$ 16,960
5.2.6 Sewer Assessment AIs and Rehab TM Content (Draft and Final)		8									8	\$ 1,960	\$ 19,928														\$ 19,928	\$ 21,888
5.3 Phase II CERCLA ESA (Optional)		4									4	\$ 980												\$ 37,000		\$ 37,000	\$ 37,980	
5.4 GBR for additional Crossings (Exch) (Optional)		4	4								8	\$ 1,860		\$ 10,200	\$ 2,000	\$ 15,000											\$ 30,200	\$ 32,060
5.5 Hydro / Water Quality (Optional)		4									4	\$ 980								\$ 70,200							\$ 70,200	\$ 71,180
5.6 Contingency for direct costs of permits (Optional)		4									4	\$ 980	\$ 10,000														\$ 10,000	\$ 10,980
5.7 Realignment Alternative Design (Optional)																												
5.7.1 Kearny Villa Road North of Clairemont Mesa Blvd.												\$ 6,582	\$ 9,215		\$ 2,833	\$ 2,833				\$ 6,582							\$ 21,064	\$ 27,848
5.7.2 Birdland (see also 5.2.6)												\$ 16,697	\$ 23,376		\$ 8,679	\$ 8,679				\$ 16,697							\$ 53,432	\$ 70,129
5.7.3 Target Center Realignment												\$ 5,961	\$ 8,331		\$ 2,380	\$ 2,380				\$ 5,961							\$ 19,043	\$ 24,993
5.7.4 Kearny Villa Rd. West of Montgomery Field												\$ 14,160	\$ 19,810		\$ 5,960	\$ 5,960				\$ 14,160							\$ 45,279	\$ 59,429
5.7.5 Conroy St / Kearny Mesa Rd / Kearny Villa Rd Realign												\$ 15,221	\$ 21,309		\$ 6,068	\$ 6,068				\$ 15,221							\$ 48,705	\$ 63,927
5.7.6 Lightwave Avenue												\$ 6,285	\$ 8,799		\$ 2,514	\$ 2,												

TIME SCHEDULE

**EXHIBIT C
TIME SCHEDULE**

Task Name	Duration Weeks
NOTICE TO PROCEED	0 weeks
PHASE A – DESIGN	234 weeks
PRELIMINARY INVESTIGATION AND BDR	43 weeks
CITY REVIEW	4 weeks
30% DESIGN PHASE	46 weeks
CITY REVIEW	4 weeks
60% DESIGN PHASE	40 weeks
CITY REVIEW	4 weeks
90% DESIGN PHASE	43 weeks
CITY-WIDE PLANCHECK REVIEW	4 weeks
FINAL DESIGN	46 weeks
PHASE B – SERVICES DURING BIDDING	26 weeks
PHASE C –CONSTRUCTION SUPPORT (THROUGH CLOSE-OUT)	117 weeks

All work shall be completed by the contract expiration date stated in Section 2.1 of the Agreement.

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

CONSULTANT REQUIREMENTS

TABLE OF CONTENTS

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

II. Nondiscrimination in Contracting Ordinance1

III. Equal Employment Opportunity Outreach Program2

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

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

VI. Definitions.....4

VII. Certification.....5

VIII. List of Attachments.....5

 AA. Disclosure of Discrimination Complaints6

 BB. Work Force Report.....10

 CC. Subcontractors List.....11

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

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

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

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

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

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

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

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

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

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

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

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

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

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

V. **Maintaining Participation Levels.**

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

VI. **Definitions.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VII. Certifications.

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

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

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

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

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

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

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

VIII. List of Attachments.

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

DISCLOSURE OF DISCRIMINATION COMPLAINTS

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

CHECK ONE BOX ONLY.

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

Consultant is a large international engineering and consulting firm with more than 80 offices spread out across more than 30 states nationwide. Michael Baker International does not have a centralized repository that tracks the subject of this request dating back 10 years. Notwithstanding the foregoing, however, and upon reasonable investigation and belief, Consultant is aware of the following complaints or pending actions in a legal or administrative proceeding over the past 5 years alleging that Consultant discriminated against its employees, subcontractors, vendors, or suppliers:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/REMEDIAL ACTION TAKEN
2018	SC	Employee filed an EEOC Charge claiming she was placed on a performance improvement plan, subject to discipline, and paid less because of her age and race.	Y	Closed	Consultant denies the allegations and any wrongdoing, but the parties were able to reach an amicable settlement at mediation.
2019	CA	Former employee filed a lawsuit in a California State Court after her employment was terminated claiming discrimination/harassment based on her age.	Y	Open	Consultant denies the allegations and any wrongdoing. Lawsuit is ongoing.
2019	CA	A third-party who did not formally apply for a job with Consultant, but who had expressed interest about employment, filed a lawsuit with a California State Court claiming that MBI failed to hire him, accommodate him, discriminated against him, and retaliated against him based upon his purported disability.	Y	Closed	Consultant denies the allegations and any wrongdoing and the case was dismissed on summary judgment in Consultant's favor.
2020	PA	Former employee filed a charge of discrimination with EEOC, then a federal lawsuit in Pennsylvania	Y	Open	Consultant denies the allegations and any wrongdoing. Lawsuit is currently pending.

		claiming she was discharged because of her age, disability, and requesting time of for FMLA.			
2020	NC	Former employee filed a charge of discrimination with the EEOC claiming he was subjected to disparate treatment, harassment, exclusion, denied training, and disciplined because of his race and in retaliation for complaining of said actions.	Y	Closed	Consultant denies the allegations and any wrongdoing, but the parties were able to reach an amicable settlement at mediation.
2021	IL	Former employee filed a charge of discrimination with the EEOC claiming he was discriminated against based on his race, color, religion, and national origin and was retaliated against when he was discharged.	Y	Closed	Consultant denies the allegations and any wrongdoing, but the parties were able to reach an amicable settlement at mediation.
2021	PA	Former employee filed a charge of discrimination with the PHRA claiming he had been subject to discrimination, retaliation, and wrongful discharge based upon his religious creed and national origin.	Y	Open	Consultant denies the allegations and any wrongdoing. The charge is currently pending.
2021	CA	Employee filed a complaint with the DFE&H and then an arbitration action claiming that he was discriminated against based upon his age when he was placed on a performance improvement plan and that he was subjected to age-based harassment, discrimination, and retaliation.	Y	Closed	Consultant denies the allegations and any wrongdoing, but the parties were able to reach an amicable settlement at mediation.
2021	PA	Former employee filed a charge of discrimination with the EEOC claiming that she was not interviewed/hired for a position because of her sex, age, disability and in retaliation for her current lawsuit.	Y	Open	Consultant denies the allegations and any wrongdoing. The charge is currently pending.
2021	PA	Former employee filed a charge of discrimination with the EEOC claiming that she was discriminated against based on her age and potential need to take	Y	Open	Consultant denies the allegations and any wrongdoing. The charge is currently pending.

		FMLA leave and terminated as a result.			
2022	MO	Former employee filed a charge of discrimination with the MCHR claiming that she was harassed, discriminated against, and subject to a hostile work environment based on her sex, national origin, ancestry and/or purported disability.	Y	Open	Consultant denies the allegations and any wrongdoing. The charge is currently pending.

Consultant Name Michael Baker International

Certified By John Harris, PE, CQM Title Technical Manager
Name


Signature Date 4/26/2022

USE ADDITIONAL FORMS AS NECESSARY



City of San Diego

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

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

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

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)*.

NO OTHER FORMS WILL BE ACCEPTED**CONTRACTOR IDENTIFICATION**

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

Name of Company: Michael Baker International

AKA/DBA: _____

Address (Corporate Headquarters, where applicable): 500 Grant Street, Suite 5400City: Pittsburgh County: Allegheny State: PA Zip: 15219Telephone Number: (412) 918-4000 FAX Number: (412) 918-4001Name of Company CEO: Brian Lutes

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

Address: 9755 Clairemont Mesa Boulevard, San Diego, CA 92124; 5050 Avenida Encinas, Suite 260, Carlsbad, CA 92008City: San Diego & Carlsbad County: San Diego State: CA Zip: 92124/92008Telephone Number: (858) 614-5000 FAX Number: (858) 614-5001 Email: jharris@MBakerintl.comType of Business: Engineering and Planning Consulting Type of License: EngineeringThe Company has appointed: Penny Mercadante

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: 500 Grant Street, Suite 5400, Pittsburgh, PA 15219Telephone Number: (412-918-4024) FAX Number: (412) 918-4001 Email: Penny.Mercadante@MBakerintl.com

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

Check the box above that applies to this WFR.

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

I, the undersigned representative of Michael Baker International

(Firm Name)

San Diego, CA hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this Thursday day of 4/26, 2022

(Authorized Signature)

John Harris, PE, CQM

(Print Authorized Signature)

WORK FORCE REPORT – NAME OF FIRM: Michael Baker International DATE: 4/26/2022

OFFICE(S) or BRANCH(ES): San Diego and Carlsbad 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, Asian Pacific Islander
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

OCCUPATIONAL CATEGORY	(1) African-American		(2) Hispanic or Latino		(3) Asian		(4) American Indian		(5) Asian Pacific Islander		(6) Caucasian		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial	1		3		2	3					28	6		
Professional			14	4	6	3					29	17		2
A&E, Science, Computer														
Technical					2						6	2	1	
Sales														
Administrative Support		1	2	1	1	1					3	5	1	
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column	1	1	19	5	11	7	0	0	0	0	66	30	2	2
--------------------	---	---	----	---	----	---	---	---	---	---	----	----	---	---

Grand Total All Employees 144

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

Disabled											1			
----------	--	--	--	--	--	--	--	--	--	--	---	--	--	--

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

SUBCONTRACTOR PARTICIPATION LIST

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

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

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

NAME AND ADDRESS SUBCONTRACTORS	SCOPE OF SERVICES	PERCENT OF CONTRACT	SLBE/ELBE (MBE/ WBE/DBE/ DVBE/OBE*)	WHERE CERTIFIED**
Brown and Caldwell 450 B St #1500, San Diego, CA 92101	Design Assessment/Rehab Technical Advisory/Review	15%	OBE	NA
Acroscopic 346 Rimhurst Ct, Oceanside, CA 92058	Biddability/Constructability	6%	SLBE	City of San Diego
Allied Geotechnical 9500 Cuyamaca St. #102, Santee, CA 92071	Geotechnical	3.4%	SLBE	City of San Diego
Merkel & Associates, Inc. 5434 Ruffin Road San Diego, CA 92123	Biological	4.9%	SLBE	City of San Diego
Red Tail Environmental 1529 Simpson Way Escondido, CA 92029	Cultural Resources, Archaeology, Native American, and paleontology	.9%	ELBE	City of San Diego
Aark Engineering 1870 Cordell Ct #202, El Cajon, CA 92020	Structural	.8%	SLBE	City of San Diego
Hoch Consulting, APC, 2444 Azure Coast Drive, San Diego, CA 92037	Storm Drain / Hydrology / SDG&E / ADA/SWPPP	5.7%	ELBE	City of San Diego
RF Yeager Engineering Inc., 1016 Broadway, Suite A, El Cajon, CA 92021	Corrosion/Cathodic Protection	.6%	ELBE, DVBE	City of San Diego
Vic Salazar Enterprises, 1021 Scott Street #145, San Diego, CA 92106	Community Outreach	.8%	ELBE	City of San Diego
The Bodhi Group, Inc., 1076 Broadway, Suite B, El Cajon, CA 92021	Hazardous materials, studies and hazardous waste management oversight.	.9%	ELBE	City of San Diego

Photo Geodetic Corp., 1161 E. Main St., Ste. 102, El Cajon, CA 92021	Aerial Mapping	1%	SLBE	City of San Diego
Bennett Trenchless Engineers, LLP 950 Glenn Drive, Suite 115 Folsom, CA 95630	Trenchless	2.70%	OBE	N/A

List of Abbreviations:

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

* Listed for informational purposes only.

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

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

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

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

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

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

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

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

DISCLOSURE DETERMINATION FOR CONSULTANT

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

- 1. Department / Board / Commission / Agency Name: Engineering & Capital Projects
- 2. Name of Specific Consultant & Company: Michael Baker International
- 3. Address, City, State, ZIP: 9755 Clairemont Mesa Blvd Suite 100, San Diego, CA 92124
- 4. Project Title (as shown on 1472, "Request for Council Action"): MBI Consultant Design Contract for KMTS Design Project
- 5. Consultant Duties for Project: Professional Engineering Services during design, bid/award, construction, and closeout.

6. Disclosure Determination [**select applicable disclosure requirement**]:

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

- or -

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

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

- or -

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

By: Jason Grani
[Jason Grani, Assistant Deputy Director]*

12/15/2022
[Date]

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

DEFINITION OF “CONSULTANT”

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

- (A) Makes a governmental decision whether to:
1. Approve a rate, rule or regulation;
 2. Adopt or enforce a law;
 3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
 4. Authorize the City to enter into, modify, or renew a contract provided it is the type of contract that requires City approval;
 5. Grant City approval to a contract that requires City approval and to which the City is a party, or to the specifications for such a contract;
 6. Grant City approval to a plan, design, report, study, or similar item;
 7. Adopt, or grant City approval of, policies, standards, or guidelines for the City, or for any subdivision thereof; or
- (B) Serves in a staff capacity with the City and in that capacity participates in making a governmental decision as defined in Regulation 18702.2 or performs the same or substantially all the same duties for the City that would otherwise be performed by an individual holding a position specified in the City’s Conflict of Interest Code.

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

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

1/28/2006

CITY OF SAN DIEGO CONSULTANT PERFORMANCE EVALUATION

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

Section I PROJECT INFORMATION

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

Section II SPECIFIC RATINGS

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

Section II

SPECIFIC RATINGS Continued

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

Section III

SUPPLEMENTAL INFORMATION

(Please ensure to attach additional documentation as needed.)

(Supporting documentation attached: Yes No)

Section IV

FINAL RATING

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

**City of San Diego
CONTRACTOR STANDARDS**

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

A. BID/PROPOSER/SOLICITATION TITLE:

DESIGN OF KEARNY MESA TRUNK SEWER (T17), Contract Number: H2125782

B. BIDDER PROPOSER INFORMATION

Michael Baker International			
Legal Name			DBA
9755 Clairemont Mesa Boulevard, San Diego, CA 92124			
Street Address	City	State	Zip
John Harris, PE, CQM (858) 614-5016 / (858) 614-5001			
Contact Person, Title	Phone	Fax	

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

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

Kyle Wood, PE	Design Lead
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
0%	
Interest in the transaction	

Carlos Mendoza, PE	Project Manager
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
Project Manger	
Interest in the transaction	

Victor Tsai, PE, ENV SP	Brown & Caldwell Project Manager
Name	Title/Position
San Diego, CA	Brown & Caldwell
City and State of Residence	Employer (if different than Bidder/Proposer)
0%	
Interest in the transaction	

John Harris, PE, CQM	Technical Manager
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
0%	
Interest in the transaction	

Doug Cook	Constructability Review
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
0%	
Interest in the transaction	

Dan Smith, PE	Quality Review
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
0%	
Interest in the transaction	

Chris Garret, PE	Technical Advisor
Name	Title/Position
San Diego, CA	Brown & Caldwell
City and State of Residence	if different than Bidder/Proposer)
0%	

Use Attachment "A" if additional pages are necessary.

Continued from previous.

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered. If not using this Attachment "A", please check here Not Applicable.

BIDDER PROPOSER INFORMATION (Continued)

Trudi Lim, PE
Principal in Charge
Michael Baker International
Employer if different than Bidder
San Diego, CA
0% Interest in the transaction

Mark Briggs, PE
Quality Review
San Diego, CA
Brown and Caldwell - Employer if different than Bidder
0% Interest in the transaction

Matthew Wallin, PE
Tech Advisory Team
Folsom, CA
Bennett Trenchless Engineers
Employer if different than Bidder
0% Interest in the transaction

Rocky Anderson, Sr.
San Diego, CA
Tech Advisory Team
Acrostic
Employer if different than Bidder
0% Interest in the transaction

Gary Skipper, PE
San Diego, CA
Condition Assessment
Brown and Caldwell
Employer if different than Bidder
0% Interest in the transaction

C. OWNERSHIP AND NAME CHANGES:

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

Yes No

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

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

Yes No

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

D. BUSINESS ORGANIZATION/STRUCTURE:

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

Corporation

Date incorporated: 04/28/1972 State of incorporation: Pennsylvania

List corporation's current officers:

President: Chief Executive Officer: Brian A. Lutes

Vice Pres.: Chief Financial Officer: Amy Davis

Secretary: Chief Human Resources Officer: Penny Mercadante

Treasurer: Chief Legal Officer - John Tedder

Chief Technology Officer - Dan Kieny

Chief Communications Officer - Leanna Anderson

Is your firm a publicly traded corporation? Yes No

If Yes, name those who own ten percent (10%) or more of the corporation's stocks:

Michael Baker International ownership with greater than 10% share
Thomas J. Campbell, Alexandria, VA

Limited Liability Company

Date formed: mm/dd/yyyy State of formation: _____

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

Partnership

Date formed: mm/dd/yyyy State of formation: _____

List names of all firm partners:

Sole Proprietorship Date started: mm/dd/yyyy

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

Joint Venture Date formed: mm/dd/yyyy

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

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

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?
 Yes No

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

2. In the past five (5) years, has your firm been denied bonding?
 Yes No

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

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?
- Yes No

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

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?
- Yes No

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

5. Within the last five (5) years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?
- Yes No

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

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

Name of Bank: Citizens Bank

Point of Contact: John Ligday

Address: 525 William Penn Place, Pittsburgh, PA 15219

Phone Number: 412-867-2418

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

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?
- Yes No

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

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?
- Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

7. Performance References:

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

Company Name: City of Vista

Contact Name and Phone Number: Elmer Alex (now with Coachella Valley WD) Elmer Alex, PE

(760) 398-2661 ext. 3636

Contact Email: EAlex@cvwd.org

Address: 200 Civic Center Drive Vista CA 92084

Contract Date: 2017 - 2020

Contract Amount: \$15,076,015 Construction

Requirements of Contract: Engineering Services for Vista Village Trunk Sewer

Company Name: City of San Diego

Contact Name and Phone Number: : Sarah Chavez, 858-627-3276

Contact Email: schavez@sandiego.gov

Address: 94,91 Aero Drive, San Diego CA 92123

Contract Date: Completed 2018

Contract Amount: \$3,775,000

Requirements of Contract: Engineering Services for Alvarado Trunk Sewer

Company Name: City of San Diego

Contact Name and Phone Number: Maryam Kargar 619-533-5192

Contact Email: MKargar@sandiego.gov

Address: 200 Third Avenue, Suite 14,00, San Diego, CA

Contract Date: 2018-current

Contract Amount: \$2,269,930

Requirements of Contract: Engineering services for Murphy Canyon Trunk Sewer

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?

Yes No

If Yes, use Attachment "A" to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?

Yes No

If Yes, use Attachment "A" to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?

Yes No

If Yes, use Attachment "A" to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

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

Yes No

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

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?

Yes No

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

I. WAGE COMPLIANCE:

In the past five (5) years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local prevailing, minimum, or living wage laws?

Yes No

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

J. STATEMENT OF SUBCONTRACTORS:

Please provide the names and information for all subcontractors used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment "A" if additional pages are necessary. If no subcontractors will be used, please check here Not Applicable.

Company Name: See Attachment A on page 24.

Contact Name and Phone Number: _____

Contact Email: _____

Address: _____

Contract Date: _____

Contract Amount:

Requirements of Contract:

What portion of work will be assigned to this subcontractor:

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

If Yes, Contractor must provide valid proof of certification with the response to the bid or proposal.

K. STATEMENT OF AVAILABLE EQUIPMENT:

List all necessary equipment to complete the work specified using Attachment "A". In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San Diego reserves the right to reject any response when, in its opinion, the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective manner for the duration of the contract period.

If no equipment is necessary to complete the work specified, please check here Not Applicable.

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

 Pledge of Compliance Initial submission.

OR

 Update to prior Pledge of Compliance dated mm/dd/yyyy**Complete all questions and sign below.**

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance requires an updated response. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

(a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.

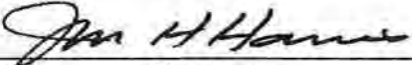
(b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).

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

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

(e) I and my firm will cooperate fully with the City during any investigation and agree to respond to a request for information within ten (10) working days.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted.

John Harris, Technical Manager  4/26/2022
 Name and Title Signature Date

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

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

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

Company Name: aark engineering, inc.
Contact Name and Phone Number: Mark Van Bibber, 619.312.6336
Contact Email: vanbibber@aarkengineering.com
Address: 1870 Cordell Court, Suite 202
Contract Date: 2021
Contract Amount: To be determined
Requirements of Contract: Structural engineering services
What portion of work will be assigned to this subcontractor: .80 %
Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE (Check One) Yes x No

Company Name: Brown and Caldwell
Contact Name and Phone Number: Steven Rohrer, 858.571.6752
Contact Email: srohrer@brwnald.com
Address: 450 B St #1500, San Diego, CA 92101
Contract Date: 2021
Contract Amount: TBD
Requirements of the Contract: Quality Review, Tech Advisor, Rehab/Repair Design, Condition Assessment
What portion of the work will be assigned to this subcontractor: 15%
Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE (Check One) Yes No x

Company Name: Acrostic
Contact Name and Phone Number: Joseph Webber 619-929-6090
Contact Email: jw@theacrostic.com
Address: 346 Rimhurst Ct. Oceanside, CA 92058
Contract Date: 2021
Contract Amount: TBD
Requirements of the Contract: Biddability and Construction Review
What portion of the work will be assigned to this subcontractor: 6%
Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE (Check One) Yes x No

Company Name: Allied Geotechnical Engineers, Inc.
Contact Name and Phone Number: Sani Sutanto, 619-449-5900
Contact Email: s_sutanto@alliedgeo.org
Address: 9500 Cuyamaca Street, Suite 102, Santee, CA, 92071
Contract Date: 2021
Contract Amount: TBD
Requirements of the Contract: Geotechnical
What portion of the work will be assigned to this subcontractor: 3.4%
Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE (Check One) Yes x No

Company Name: Bennett Trenchless Engineers, LLP
 Contact Name and Phone Number: Matthew Wallin, PE, 916-294-0095
 Contact Email: Matthew.wallin@bennetttrenchless.com
 Address: 950 Glenn Drive, Suite 115, Folsom, CA 95630
 Contract Date: 2021
 Contract Amount: TBD
 Requirements of the Contract: Trenchless Design
 What portion of the work will be assigned to this subcontractor: 2.7%
 Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE (Check One) Yes No x

Company Name: Hoch Consulting
 Contact Name and Phone Number: Adam Hoch, P.E., 858-431-9767
 Contact Email: ahoch@hochconsulting.com
 Address: 2444 Azure Coast Drive, San Diego, CA 92037
 Contract Date: 2021
 Contract Amount: TBD
 Requirements of the Contract: Storm Drain / Hydrology / SDG&E / ADA/SWPPP
 What portion of the work will be assigned to this subcontractor: 5.7%
 Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE (Check One) Yes x No

Company Name: Merkel & Associates, Inc.
 Contact Name and Phone Number: Keith Merkel, 858-560-5465
 Contact Email: kmerkel@merkelinc.com
 Address: 5434 Ruffin Road, San Diego, CA 92123
 Contract Date: 2021
 Contract Amount: TBD
 Requirements of the Contract: Biological Services
 What portion of the work will be assigned to this subcontractor: 4.9%
 Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE (Check One) Yes x No

Company Name: Photo Geodetic Corporation
 Contact Name and Phone Number: Michele Anderson, 619-631-1366
 Contact Email: manderson@photogeodetic.com
 Address: 1161 E. Main St., Ste. 102, El Cajon, CA 92021
 Contract Date: 2021
 Contract Amount: TBD
 Requirements of the Contract: Aerial Mapping
 What portion of the work will be assigned to this subcontractor: 10%
 Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE (Check One) Yes x No

Company Name: Red Tail Environmental
 Contact Name and Phone Number: Shelby Castells 760.294.3100
 Contact Email: shelby@redtailenvironmental.com
 Address: 1529 Simpson Way, Escondido CA 92029
 Contract Date: 2021
 Contract Amount: TBD
 Requirements of the Contract: Cultural Resources, Archaeology, Native American, and paleontology
 What portion of the work will be assigned to this subcontractor: .90%
 Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE (Check One) Yes x No

Public Works Contracts – Contractor
Standards Pledge of Compliance 12 of 10 Revised 02-01-18

Company Name:RF Yeager Engineering Inc.
Contact Name and Phone Number: Richard F. Yeager Jr. 619-647-6265
Contact Email: RFYeager@RFYeager.com
Address:1016 Broadway, Suite A, El Cajon, CA 92021
Contract Date: 2021
Contract Amount: TBD
Requirements of the Contract:Corrosion Engineering Services
What portion of the work will be assigned to this subcontractor: .60%
Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE (Check One) Yes x No

Company Name:The Bodhi Group, Inc.
Contact Name and Phone Number:Sree Gopinath, 858.513.1469 x 101
Contact Email:sree@thebodhigroup.com
Address:1076 Broadway, Suite B, El Cajon, CA 92021
Contract Date: 2021
Contract Amount:TBD
Requirements of the Contract:Hazardous materials studies and hazardous waste management oversight
What portion of the work will be assigned to this subcontractor: .90%
Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE (Check One) Yes x No

Company Name:Vic Salazar Communications
Contact Name and Phone Number:Vic Salazar, 619-517-4744
Contact Email:vic@vicsalazar.com
Address:5205 Kearny Villa Way #107, San Diego, CA 92123
Contract Date: 2021
Contract Amount:TBD
Requirements of the Contract:Community Outreach
What portion of the work will be assigned to this subcontractor:.80%
Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE (Check One) Yes x No

I have read the matters and statements made in this Pledge of Compliance and Attachment "A"(s) there to and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

John Harris, Technical Manager
Print Name, Title


PSignature

4/26/2022
Date

ORDINANCE NUMBER O-21617 (NEW SERIES)

DATE OF FINAL PASSAGE MAR 10 2023

AN ORDINANCE OF THE COUNCIL OF THE CITY OF SAN DIEGO AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AN 87-MONTH AGREEMENT WITH MICHAEL BAKER INTERNATIONAL FOR DESIGN AND CONSTRUCTION SUPPORT SERVICES FOR THE KEARNY MESA TRUNK SEWER TS17 PROJECT IN AN AMOUNT NOT TO EXCEED \$5,500,000 AND RELATED ACTIONS.

WHEREAS, the Kearny Mesa Trunk Sewer TS17 Project is part of the City of San Diego's trunk sewer improvement program; and

WHEREAS, the City issued a Request for Proposal (H2125782) to solicit professional engineering services for design of the Kearny Mesa Trunk Sewer TS17 Project; and

WHEREAS, five firms submitted proposals and Michael Baker International (MBI) was selected based upon their qualifications in accordance with Council Policy 300-07; and

WHEREAS, the agreement with MBI is for the provision of engineering services to prepare plans and specifications for the Kearny Mesa Trunk Sewer TS17 Project; and

WHEREAS, the Kearny Mesa Trunk Sewer TS17 Project shall include, among other things, rehabilitation of approximately 33,900 linear feet (LF) of 33-, 30-, 27-, 18-, 15-, and 12-inch vitrified clay (VC) trunk sewer mains; replacement of approximately 13,800 LF of 33-, 30-, 18-, 15-, and 12-inch VC trunk sewer; and abandonment of approximately 3,800 LF of 12-inch VC trunk sewer; and

WHEREAS, the term of the contract will be seven years and three months, and the total contract not-to-exceed amount will be \$5,500,000; and

WHEREAS, under Charter section 99, no contract, agreement, or obligation extending for a period of more than five years may be authorized except by Ordinance approved by a two-thirds majority vote of the City Council; and

WHEREAS, the Office of the City Attorney has drafted this ordinance based on the information provided by City staff with the understanding that this information is complete, true, and accurate; NOW, THEREFORE,

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

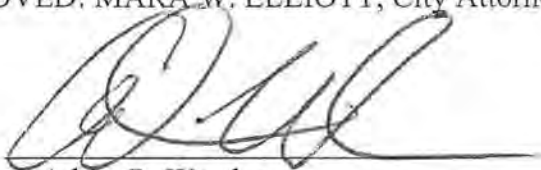
Section 1. That the Mayor, or his designee, is authorized to award a phase-funded schedule and execute an agreement with Michael Baker International for design and construction support services of the Kearny Mesa Trunk Sewer TS17 Project, for a term of seven years and three months, in an amount not to exceed \$5,500,000, which is included in the staff materials accompanying this ordinance, and that once signed, will be on file in the Office of the City Clerk as Document No. 00-21617 (Agreement).

Section 2. That the Chief Financial Officer is authorized to expend funds under the Agreement's established funding phases in an amount not to exceed \$4,635,315, CIP S-20000, Kearny Mesa Trunk Sewer TS17, Fund No. 700008, Muni Sewer Utility CIP, for the purpose of funding Phase 1 of the Agreement; and expend \$864,685 for all subsequent phases, contingent upon the Chief Financial Officer furnishing one or more certificates certifying that the funds necessary for expenditure under the established phase funded schedule are, or will be, on deposit with the City Treasurer.

Section 3. That a full reading of this Ordinance is dispensed with prior to passage, a written copy having been made available to the Council and the public prior to the day of its passage.

Section 4. That this Ordinance shall take effect and be in force on the thirtieth day from and after its final passage.

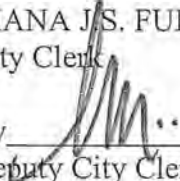
APPROVED: MARA W. ELLIOTT, City Attorney

By 
Adam R. Wander
Deputy City Attorney

ARW:cw
1/30/2023
Or. Dept: E&CP
CC No.: N/A
Doc. No.: 3205741

I hereby certify that the foregoing Ordinance was passed by the Council of the City of San Diego, at this meeting of FEB 28 2023

DIANA J.S. FUENTES
City Clerk

By 
Deputy City Clerk

Approved: 3/9/23
(date)


TODD GLORIA, Mayor

Vetoed: _____
(date)

TODD GLORIA, Mayor

(The date of final passage is March 10, 2023 which represents the day this ordinance was returned to the Office of the City Clerk with the Mayor's signature of approval.)

Passed by the Council of The City of San Diego on February 28, 2023, by the following vote:

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

Date of final passage MAR 10 2023.

AUTHENTICATED BY:

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

(Seal)

DIANA J. S. FUENTES
City Clerk of The City of San Diego, California.

By [Signature], Deputy

I HEREBY CERTIFY that the foregoing ordinance was not finally passed until twelve calendar days had elapsed between the day of its introduction and the day of its final passage, to wit, on February 14, 2023, and on MAR 10 2023.

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

(Seal)

DIANA J. S. FUENTES
City Clerk of The City of San Diego, California.

By [Signature], Deputy

Office of the City Clerk, San Diego, California
Ordinance Number O- <u>724437</u>

Passed by the Council of The City of San Diego on February 28, 2023, by the following vote:

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

NAYS: NONE.

NOT PRESENT: NONE.

RECUSED: NONE.

AUTHENTICATED BY:

TODD GLORIA

Mayor of The City of San Diego, California

DIANA J. S. FUENTES

City Clerk of The City of San Diego, California

(Seal)

By: Matthew R. Hilario, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true, and correct copy of ORDINANCE NO. **O-21617** (New Series) of The City of San Diego, California.

I FURTHER CERTIFY that said ordinance was not finally passed until twelve calendar days had elapsed between the day of its introduction and the day of its final passage, to wit, on **February 14, 2023**, and on **March 10, 2023**.

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

DIANA J. S. FUENTES

City Clerk of The City of San Diego, California

(SEAL)

By:  Deputy