

CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER 10090007-23-V, As-Needed Outside Counsel for Pure Water

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful proposer to Request for Proposal (RFP) # 10090007-23-V, As-Needed Outside Counsel for Pure Water (Consultant).

RECITALS

On or about 01/24/2023, City issued an RFP to prospective proposers on services to be provided to the City. The RFP and any addenda and exhibits thereto are collectively referred to as the "RFP." The RFP is attached hereto as Exhibit A.

City has determined that Consultant has the expertise, experience, and personnel necessary to provide the services as further described in the Scope of Work, attached hereto as Exhibit B. (Services), and incorporated herein by reference.

City wishes to retain Consultant to provide the Services.

For good and valuable consideration, the sufficiency of which is acknowledged, City and Contractor agree as follows:

**ARTICLE I
CONSULTANT SERVICES**

1.1 Scope of Work. Consultant shall provide the Services to City as described in Exhibit B. Consultant will submit all required forms and information described in Exhibit A to the Purchasing Agent before providing Services. In addition, Consultant must receive written authorization to use and bill for subconsultants hired to assistance in the performance of Services. For purposes of this RFP, Consultant includes any subconsultants approved by City to perform the Services.

1.2 General Contract Terms and Provisions. This Contract incorporates by reference the General Contract Terms and Provisions, attached hereto as Exhibit C.

1.3 Duty to Inform City of Changes. Consultant shall immediately advise the City in writing of any anticipated change in the Scope of Services, Compensation and Fee Schedule, or Time Schedule, 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 Consultant from its duty to render all Services in accordance with applicable law and industry standards.

1.4 Additional Services. City may require Consultant to perform additional Services beyond those described in Exhibit B (Additional Services). Before Consultant commences such work, the Parties must agree in writing upon a fee for the Additional Services, including reasonably related expenses, in accordance with Section 3.3.

1.5 Manner of Payment. City shall pay Consultant in accordance with the Compensation and Fee Schedule. Consultant is not entitled to fees, including fees for expenses, that exceed the amounts specified in the Compensation and Fee Schedule. Consultant shall submit one invoice per calendar month in a form acceptable to City in accordance with the

Compensation and Fee Schedule. Consultant shall include with each invoice a description of completed 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. City will pay undisputed portions of invoices within thirty calendar days of receipt.

1.6 Eighty Percent Notification. Consultant shall promptly notify 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 appears that it may be greater than the maximum compensation for this Agreement. Consultant will not be paid for Services that are not pre-approved in writing by the City that exceed 80% of the maximum compensation for this Contract.

1.7 Right to Audit. City retains the right to review and audit, and the reasonable right of access to Consultant's and any Subconsultant's premises, to review and audit Consultant's Subconsultant compliance with the provisions of this Agreement (City's Right). City's Right includes the right to inspect, photocopy, and retain copies of any and all books, records, documents and any other information (Records) relating to this Agreement outside of Consultant's premises if deemed necessary by City in its sole discretion. City shall keep these Records confidential to the extent permitted by law.

1.7.1 Audit. City's Right includes the right to examine Records of procedures and practices that City determines are necessary to discover and verify that Consultant Subconsultants in compliance with all requirements under this Agreement.

1.7.2 Cost Audit. If there is a claim for additional compensation or for Additional Services, the City's Right includes the right to Records 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.

1.7.3 Right to Audit. The City Auditor may access proposer's records as described in San Diego Charter section 39.2 to confirm contract compliance.

1.7.4 Accounting Records. Consultant Subconsultant shall maintain complete and accurate Records in accordance with generally accepted accounting practices. Consultant Subconsultant shall make available to City for review and audit all Records relating to the Services. Upon City's request, Consultant Subconsultant shall submit exact duplicates of originals of all requested records to City.

1.7.5 City's Right Binding on Subconsultants. Consultant shall include City's Right as described in this Section 5.1 in any and all of their contracts with subconsultants, and shall ensure that these sections are binding upon all subconsultants.

1.7.6 Subconsultants. Consultant's hiring or retaining of any third parties (Subconsultants) to perform Services (Subconsultant Services) is subject to City's prior written approval. Consultant shall list all Subconsultants known to Consultant on the Subconsultant List at the time this Agreement is entered. Consultant shall give written notice to the City of the need at least 45 days before entering into a contract for such Subconsultant

Services. Consultant's notice shall include a justification, a description of the Scope of Services, and an estimate of all costs for Subconsultant Services. Consultant may request that City reduce the 45-day notice period. City agrees to consider such requests in good faith.

1.7.7 Subconsultant Contract. Consultant shall require Subconsultant to obtain and maintain insurance policies as required by City for the duration of this Agreement. Consultant shall determine Subconsultant policy limits and required endorsements proportionate to the services performed by Subconsultant.

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

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

1.7.7.3 City shall not be made a party to any judicial or administrative proceeding to resolve any dispute between Consultant and Subconsultant. Consultant agrees to defend and indemnify the City as described in the City's General Terms and Provisions, attached hereto as Exhibit C, and incorporated by reference, in any dispute between Consultant and Subconsultant should City be made a party to any judicial or administrative proceeding to resolve the dispute in violation of this position.

1.7.7.4 Subconsultant must comply with the City's Equal Opportunity Contracting Program requirements.

1.7.7.5 City is an intended beneficiary of any work performed by Subconsultant for purposes of establishing a duty of care between Subconsultant and City.

1.8 Consultant Award Tracking Form. Consultant shall submit information to City as requested in Consultant Award Tracking Form. The information shall include the dollar amount awarded during the period covered by the Consultant Award Tracking Form.

1.9 Consultant and Subconsultant Principals for Consultant Services. This Agreement is for unique Services. City has retained Consultant based on Consultant's particular professional expertise as exhibited by the following members of the Consultant's organization: [List individuals by name and title] (the Project Team). Consultant may not delegate the performance of Services to other members of Consultant's organization or to Subconsultants without City's prior written consent. It is mutually agreed that the members of the Project Team are the principal persons responsible for delivery of all Services and may not be removed from the Project without the City's prior written approval. City may consider Consultant in default of this Agreement if any member of the Project Team is prevented from

providing Services without City's prior written approval. Consultant must consult City as to any replacement if any member of the Project Team becomes unavailable. City may terminate this Agreement if City does not approve of a proposed replacement. Further, City reserves the right, after consultation with Consultant, to require any of Consultant's employees or agents to be removed from providing Services under this Agreement.

ARTICLE II DURATION OF CONTRACT

2.1 Term. This Contract shall be for a period of five (5) years beginning on the Effective Date. City may, in its sole discretion, extend this Contract for five (5) additional one (1) year period(s). Unless otherwise terminated, this Contract shall be effective until completion of the Scope of Services. The term of this Contract shall not exceed five years unless approved by the City Council by ordinance.

2.2 Effective Date. This Contract shall be effective on the date it is executed by the last Party to sign the Contract and approved by the City Attorney in accordance with San Diego Charter Section 40.

ARTICLE III COMPENSATION

3.1 Amount of Compensation. City shall pay Contractor for performance of all Services rendered in accordance with this Contract in an amount not to exceed \$5,000,000.

ARTICLE IV WAGE REQUIREMENTS

4.1 Reserved.

ARTICLE V CONTRACT DOCUMENTS

5.1 Contract Documents. The following documents comprise the Contract between the City and Contractor: this RFP and all exhibits thereto; the Notice to Proceed; and the City's written acceptance of exceptions or clarifications to the RFP, if any.

5.2 Contract Interpretation. The Contract Documents completely describe the Services to be provided. Contractor will provide any Services that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for or identified in the Contract Documents. Words or phrases which have a well-known technical or construction industry or trade meaning and are used to describe Services will be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents.

5.3 Precedence. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the Parties will use the order of precedence as set forth below. The 1st document has the highest priority. Inconsistent provisions in the Contract Documents that address the same subject, are consistent, and have different degrees of specificity, are not in

conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:

1st Any properly executed written amendment to the Contract

2nd The Contract

3rd The RFP and the City's written acceptance of any exceptions or clarifications to the RFP, if any

4th Contractor's Pricing

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

5.5 Public Agencies. Other public agencies, as defined by California Government Code section 6500, may choose to use the terms of this Contract, subject to Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent Contract between Contractor and another public agency.

IN WITNESS WHEREOF, this Contract is executed by City and Consultant acting by and through their authorized officers.

CONSULTANT

Nossaman LLP

Proposer

777 South Figueroa Street, 34th Floor

Street Address

Los Angeles, CA

City

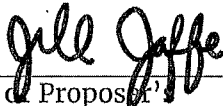
213.612.7800

Telephone No.

jjafe@nossaman.com

E-Mail

BY:



Signature of Proposer's
Authorized Representative

Jill Jaffe

Print Name


Partner

Title

March 9, 2023

Date

CITY OF SAN DIEGO
A Municipal Corporation

BY: 

Print Name:

Claudia C. Abarca

Claudia Abarca, Director, Purchasing &
Contracting Department

July 10, 2023

Date Signed

Approved as to form this 11th day of

July, 2023.
MARA W. ELLIOTT, City Attorney

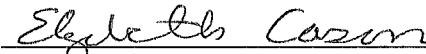
BY: 
Deputy City Attorney

EXHIBIT A
PROPOSAL SUBMISSION AND REQUIREMENTS

A. PROPOSAL SUBMISSION

1. Timely Proposal Submittal. Proposals must be submitted as described herein to the Purchasing & Contracting Department (P&C).

1.1 Reserved.

1.2 Paper Proposals. The City will accept paper proposals in lieu of eProposals. Paper proposals must be submitted in a sealed envelope to the Purchasing & Contracting Department (P&C) located at 1200 Third Avenue, Suite 200, San Diego, CA 92101. The Solicitation Number and Closing Date must be referenced in the lower left-hand corner of the outside of the envelope. Faxed proposals will not be accepted.

1.3 Proposal Due Date. Proposals must be submitted prior to the Closing Date indicated in the eBidding System. E-mailed and/or faxed proposals will not be accepted.

1.4 Pre-Proposal Conference. City will not hold a Pre-proposal conference.

1.5 Questions and Comments. Written questions and comments must be submitted electronically via the eBidding System no later than the date specified on the eBidding System. Only written communications relative to the procurement shall be considered. The City's eBidding System is the only acceptable method for submission of questions. All questions will be answered in writing. The City will distribute questions and answers without identification of the inquirer(s) to all proposers who are on record as having received this RFP via its eBidding System. No oral communications can be relied upon for this RFP. Addenda will be issued addressing questions or comments that are determined by the City to cause a change to any part of this RFP.

1.6 Contact with City Staff. Unless otherwise authorized herein, proposers who are considering submitting a proposal in response to this RFP, or who submit a proposal in response to this RFP, are prohibited from communicating with City staff about this RFP from the date this RFP is issued until a contract is awarded.

2. Proposal Format and Organization. Unless electronically submitted, all proposals should be securely bound and must include the following completed and executed forms and information presented in the manner indicated below:

Tab A - Submission of Information and Forms.

2.1 Exceptions requested by proposer, if any. The proposer must present written factual or legal justification for any exception requested to the Scope of Work, the Contract, or the Exhibits thereto. Any exceptions to the Contract that have not been accepted by the City in writing are deemed rejected. The City, in its sole discretion, may accept some or all of proposer's exceptions, reject proposer's exceptions, and deem the proposal non-responsive, or award the Contract without proposer's proposed exceptions. The City will not consider exceptions addressed elsewhere in the proposal.

2.2 The Contractor Standards Pledge of Compliance Form.

2.3 Equal Opportunity Contracting forms including the Work Force Report and Contractors Certification of Pending Actions.

Tab B - Executive Summary and Responses to Specifications.

2.10 A title page.

2.11 A table of contents.

2.12 An executive summary, limited to one typewritten page, that provides a high-level description of the proposer's ability to meet the requirements of the RFP and the reasons the proposer believes itself to be best qualified to provide the identified services.

2.13 Proposer's response to the RFP.

Tab C - Cost/Price Proposal (if applicable). Proposers shall submit a cost proposal in the form and format described herein. Failure to provide cost(s) in the form and format requested may result in proposal being declared non-responsive and rejected.

3. Proposal Review. Proposers are responsible for carefully examining the RFP, the Scope of Work, this Contract, and all documents incorporated into the Contract by reference before submitting a proposal. If selected for award of contract, proposer shall be bound by same unless the City has accepted proposer's exceptions, if any, in writing.

4. Addenda. The City may issue addenda to this RFP as necessary. All addenda are incorporated into the Contract. The proposer is responsible for determining whether addenda were issued prior to a proposal submission. Failure to respond to or properly address addenda may result in rejection of a proposal.

5. Quantities. Reserved.

6. Quality. Reserved.

7. Modifications, Withdrawals, or Mistakes. Proposer is responsible for verifying all prices and extensions before submitting a proposal.

7.1 Modification or Withdrawal of Proposal Before Proposal Opening. Prior to the Closing Date, the proposer or proposer's authorized representative may modify or withdraw the proposal by providing written notice of the proposal modification or withdrawal to the City Contact via the eBidding System. E-mail or telephonic withdrawals or modifications are not permissible.

7.2 Proposal Modification or Withdrawal of Proposal After Proposal Opening. Any proposer who seeks to modify or withdraw a proposal because of the proposer's inadvertent computational error affecting the proposal price shall notify the City Contact identified on the eBidding System no later than three working days following the Closing Date. The proposer shall provide worksheets and such other information as may be required by the City to substantiate the claim of inadvertent error. Failure to do so may bar relief and

allow the City recourse from the bid surety. The burden is upon the proposer to prove the inadvertent error. If, as a result of a proposal modification, the proposer is no longer the apparent successful proposer, the City will award to the newly established apparent successful proposer. The City's decision is final.

8. Incurred Expenses. The City is not responsible for any expenses incurred by proposers in participating in this solicitation process.

9. Public Records. By submitting a proposal, the proposer acknowledges that any information submitted in response to this RFP is a public record subject to disclosure unless the City determines that a specific exemption in the California Public Records Act (CPRA) applies. If the proposer submits information clearly marked confidential or proprietary, the City may protect such information and treat it with confidentiality to the extent permitted by law. However, it will be the responsibility of the proposer to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the CPRA should the City choose to withhold such information. General references to sections of the CPRA will not suffice. Rather, the proposer must provide a specific and detailed legal basis, including applicable case law, that clearly establishes the requested information is exempt from the disclosure under the CPRA. If the proposer does not provide a specific and detailed legal basis for requesting the City to withhold proposer's confidential or proprietary information at the time of proposal submittal, City will release the information as required by the CPRA and proposer will hold the City, its elected officials, officers, and employees harmless for release of this information. It will be the proposer's obligation to defend, at proposer's expense, any legal actions or challenges seeking to obtain from the City any information requested under the CPRA withheld by the City at the proposer's request. Furthermore, the proposer shall indemnify and hold harmless the City, its elected officials, officers, and employees from and against any claim or liability, and defend any action brought against the City, resulting from the City's refusal to release information requested under the CPRA which was withheld at proposer's request. Nothing in the Contract resulting from this proposal creates any obligation on the part of the City to notify the proposer or obtain the proposer's approval or consent before releasing information subject to disclosure under the CPRA.

B. PRICING

1. Fixed Price. All prices shall be firm, fixed, fully burdened, FOB destination, and include any applicable delivery or freight charges, and any other costs required to provide the requirements as specified in this RFP. The lowest total estimated contract price of all the proposals that meet the requirements of this RFP will receive the maximum assigned points to this category as set forth in this RFP. The other price schedules will be scored based on how much higher their total estimated contract prices compare with the lowest:

$$\left(1 - \frac{(\text{contract price} - \text{lowest price})}{\text{lowest price}}\right) \times \text{maximum points} = \text{points received}$$

For example, if the lowest total estimated contract price of all proposals is \$100, that proposal would receive the maximum allowable points for the price category. If the total estimated contract price of another proposal is \$105 and the maximum allowable points is 60 points, then that proposal would receive $(1 - ((105 - 100) / 100)) \times 60 = 57$ points, or 95% of the maximum points. The lowest score a proposal can receive for this category is zero points

(the score cannot be a negative number). The City will perform this calculation for each proposal. Consultant shall perform services for the prices identified in the Pricing Page in Exhibit C.

2. Taxes and Fees. Taxes and applicable local, state, and federal regulatory fees should not be included in the price proposal. Applicable taxes and regulatory fees will be added to the net amount invoiced. The City is liable for state, city, and county sales taxes but is exempt from Federal Excise Tax and will furnish exemption certificates upon request. All or any portion of the City sales tax returned to the City will be considered in the evaluation of proposals.

C. EVALUATION OF PROPOSALS

1. Award. The City shall evaluate each responsive proposal to determine which proposal offers the City the best value consistent with the evaluation criteria set forth herein. The proposer offering the lowest overall price will not necessarily be awarded a contract.

2. Sustainable Materials. Consistent with Council Policy 100-14, the City encourages use of readily recyclable submittal materials that contain post-consumer recycled content.

3. Evaluation Process.

3.1 Process for Award. A City-designated evaluation committee (Evaluation Committee) will evaluate and score all responsive proposals. The Evaluation Committee may require proposer to provide additional written or oral information to clarify responses. Upon completion of the evaluation process, the Evaluation Committee will recommend to the Purchasing Agent that award be made to the proposer with the highest scoring proposal.

3.2 Reserved.

3.3 Mandatory Interview/Oral Presentation. The City will require only the top four (4) proposers to interview and/or make an oral presentation if one or more proposals score within five (5) points or less of the proposal with the highest score. Only the proposer with the highest scoring proposal and those proposers scoring within five (5) points or less of the highest scoring proposal will be asked to interview and/or make an oral presentation. Interviews and/or oral presentations will be made to the Evaluation Committee in order to clarify the proposals and to answer any questions. The interviews and/or oral presentations will be scored as part of the selection process. The City will complete all reference checks prior to any oral interview. Additionally, the Evaluation Committee may require proposer's key personnel to interview. Interviews may be by telephone, video conference and/or in person. Multiple interviews may be required. Proposers are required to complete their oral presentation and/or interviews within seven (7) workdays after the City's request. Proposers should be prepared to discuss and substantiate any of the areas of the proposal submitted, as well as proposer's qualifications to furnish the subject goods and services. Proposer is responsible for any costs incurred for the oral presentation and interview of the key personnel.

3.4 Discussions/Negotiations. The City may award one or more proposals as submitted that best serves its interest without discussion or negotiation. Consultants should not rely on having a chance to discuss, negotiate, and adjust their proposals. The City may

negotiate the terms of a contract with the winning proposer based on the RFP and the proposer’s proposal or award the contract without further negotiation.

3.5 Evaluation Criteria. The following elements represent the evaluation criteria that will be considered during the evaluation process:

	MAXIMUM EVALUATION POINTS
A. Responsiveness to the RFP.	5
1. Requested information included; response is thorough.	
B. Firm's ability to provide the services; expertise; past performance	45
1. Background and experience in providing work identified in the Scope of Work [10]	
2. Past/Prior Performance performing work described in the Scope of Work [10]	
3. Qualifications [10]	
4. Appropriate staffing levels to provide required services [5]	
5. Capacity/Capability to meet the City’s needs in a timely manner [5]	
6. Reference checks [5]	
C. Cost	5
D. Demonstrated Commitment to Diversity	10
This may include Firm policies and procedures; initiatives to recruit diverse employees; awards; in-house diversity programs; training; hiring statistics; evidence of outreach; memberships in diverse organizations.	
E. Demonstrated Commitment to the Community with Pro Bono efforts that may be evidenced by a formal or informal requirement that personnel donate a certain number of hours to pro bono work.	5
F. Mandatory Interview/Oral Presentation	30
1. Thoroughness and Clarity of Presentation	
SUB TOTAL MAXIMUM EVALUATION POINTS:	100
G. Participation by Small Local Business Enterprise (SLBE) or Emerging Local Business Enterprise (ELBE) Firms*	12
FINAL MAXIMUM EVALUATION POINTS INCLUDING SLBE/ELBE:	112

*The City shall apply an additional 12 points to the proposer’s final score for SLBE OR ELBE participation. Refer to Equal Opportunity Contracting Form, Section V.

D. ANNOUNCEMENT OF AWARD

1. Award of Contract. The City will inform all proposers of its intent to award a Contract in writing.

2. Obtaining Proposal Results. No solicitation results can be obtained until the City announces the proposal(s) best meeting the City's requirements. Proposal results may be obtained by: (1) e-mailing a request to the City Contact identified on the eBidding System or (2) visiting the P&C eBidding System to review the proposal results. To ensure an accurate response, requests should reference the Solicitation Number. Proposal results will not be released over the phone.

3. Multiple Awards. City will award contracts to one or more proposer per category of work to be performed.

E. PROTESTS. The City's protest procedures are codified in Chapter 2, Article 2, Division 30 of the San Diego Municipal Code. These procedures provide unsuccessful proposers with the opportunity to challenge the City's determination on legal and factual grounds. The City will not consider or otherwise act upon an untimely protest.

F. SUBMITTALS REQUIRED UPON NOTICE TO PROCEED. The successful proposer is required to submit the following documents to P&C **within ten (10) business days** from the date on the Notice to Proceed letter:

1. Insurance Documents. Evidence of all required insurance, including all required endorsements, as specified in Article VII of Exhibit C.

2. Taxpayer Identification Number. Internal Revenue Service (IRS) regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide goods or services to the City. This information is necessary to complete Form 1099 at the end of each tax year. To comply with IRS regulations, the City requires each Contractor to provide a Form W-9 prior to the award of a Contract.

3. Business Tax Certificate. All businesses that contract with the City must have a current business tax certificate unless the City Treasurer determines the business is exempt.

4. Conflict of Interest Certification

5. COVID Certification Form

The City may find the proposer to be non-responsive and award the Contract to the next highest scoring responsible and responsive proposer if the apparent successful proposer fails to timely provide the required information or documents.

**EXHIBIT B
SCOPE OF WORK**

A. OVERVIEW

The City of San Diego, City Attorney's Office is seeking a legal firm "Firm" to provide as-needed legal services to assist the City Attorney's Office to provide necessary support to the Pure Water program while protecting the public's interest.

B. BACKGROUND

The Pure Water program is the City's 20-year program to provide a safe, secure and sustainable local drinking water supply for San Diego. Recycled water will be turned into drinkable water through the use of water purification technology. Further, Pure Water's system-wide reuse will significantly reduce flows to the Point Loma Wastewater Treatment Plant and will make San Diego more water independent. The City's Pure Water program proposes to use advanced water purification technology to produce up to 83 million gallons per day of potable water. Phase 1 of the program will produce 30 million gallons per day of potable water. Phase 1 of the Pure Water construction projects includes 10 projects. One project is completed. The remaining projects are in construction.

Pure Water implementation requires several parallel activities: planning, design, construction, regulatory activities, and outreach. The acquisition of permits and easements as well as utility coordination are required prior to the start of construction. Planning and design for Phase 1 are complete and construction has begun. Phase 2 is now in the planning stage.

C. SCOPE OF SERVICES

Firm shall coordinate with the City Attorney's Office and City Departments to provide legal services related to the City's Pure Water Program.

1. General Legal Services

Firm shall provide general legal services to include, but are not limited, to the following:

- a) Legal analysis;
- b) Coordination of activities with Federal Agencies, State Agencies and local agencies;
- c) Oral advice and written communication;
- d) Preparing letters and memoranda;
- e) Preparing for and attending Settlement meetings, negotiations, or mediations;
- f) Preparing all appropriate claims, pleadings and motions;
- g) Trial preparation and trial through to verdict before a court and/or jury; and
- h) Appellate work if necessary

2. Additional Services

Firm shall provide the following additional services throughout the contract term:

- a) In light of the variability of the time and complexity of the issues involved in the Legal Services, the Firm and the City agree to consult regularly, and at least monthly, as to the level of effort by the Firm which is appropriate in performing the services under this Agreement.
- b) The Firm agrees to prepare a written plan and budget for legal services to be agreed upon by the City Attorney's Office and the Firm. The City shall not be obligated to pay the Firm amounts not documented, budgeted, and agreed to in writing before being incurred by the Firm.

D. QUALIFICATIONS

To be qualified, Firm must be licensed to practice law in the State of California and have held a license in active status for a minimum of 10 years. Firm must designate a lead attorney to serve as the City's primary contact for the as-needed legal services.

Firm will be used to perform a number of legal assignments at the direction or the request of Deputy City Attorneys Elizabeth Cason or Jon Taylor, or another designated representative of the City Attorney's Office.

Firm must have substantial experience in advising municipalities in California, including charter cities, with experience in the following:

- 1) Construction procurement laws and practices for local public agencies
- 2) Legal challenges associated with construction management practices
- 3) Construction contract mediation & litigation for large (*construction costs greater than \$100M*), complex public contracts
- 4) Experience in advising on California Labor Code and Public Contract Code issues including, but not limited to, project labor agreements, collective bargaining agreements and labor management
- 5) CEQA & NEPA environmental regulations
- 6) Familiarity with engineering consultant procurement contracts
- 7) Familiarity with state engineering laws, rules, regulations and building codes
- 8) Experiences litigating engineering errors and omissions
- 9) Experience with Owner Controlled Insurance Programs (OCIP)
- 10) Familiarity with contracts for alternate delivery method including design bid build, CM at risk, CMGC, Public Private Partnership (P3), progressive design build method
- 11) Experience in litigation involving international construction firms

E. INFORMATION REQUIRED TO BE SUBMITTED

Firm shall provide the following information in response to this RFP:

1. Describe the (i) education, (ii) employment history, and (iii) experience in the areas of municipal law of the individuals proposed to work under this Contract. Please provide

- a personal resume and a resume for the law firm, if applicable.
2. Describe any particular expertise you believe will assist you to advising the City.
 3. Provide the names and contact information of at least three municipal clients for which you currently or have previously served as counsel within the past five years.
 4. Provide proof of insurance and coverage amounts for all legal malpractice and professional liability policies you carry.
 5. Provide a statement of whether you have litigated or settled any past claims related to providing similar services, and whether there are any current claims pending against you related to providing similar services.
 6. Provide a brief history of your practice and your firm's practice, if applicable. Please disclose whether there have been any significant business developments in the past three years, such as mergers, restructuring, or changes in ownership.
 7. Provide a list of any relevant training, seminars, continuing education classes, special recognition, or publications attributable to you.
 8. To perform the work described in this solicitation, proposers must be a member of the State Bar of California in good standing. Provide the State Bar of California license number of the lead attorney and any other attorneys who may be part of the proposer's team, and attest in writing to the years of practice in the State of California of all applicable attorneys.

F. REQUIRED DISCLOSURES

The following questions must be answered as part of your proposal with respect to both you and your practice or firm:

1. Do you have any potential conflicts of interest or any arrangements or relationships, formal or informal, that may interfere with your ability to provide independent advice with any firms or subconsultants identified in Attachment 1 – City Contractors and Engineers?
2. Have you been the subject of any regulatory agency enforcement action in the past five years? If so, please explain.
3. Have you been suspended or debarred from performing legal work for any governmental agency in the past five years? If so, please explain.
4. Are there any investigations, lawsuits, or administrative proceedings involving you or your law firm that will affect your ability to provide services in accordance with this contract? Please include any actions, past or current, concerning malpractice claims against you relating to your municipal law practice.

G. ADDITIONAL TERMS OF THE CONTRACT

The following additional terms are applicable to this contract:

1. Funding is presently only available for services provided through the end of the Fiscal Year 2024 (June 30, 2024). Further funding may be allocated by the City Council for subsequent fiscal years.
2. The person or law firm awarded the contract may not subcontract or assign any of the work to be performed under the contract to another person or entity without the express written consent of the City.
3. The firm must account to the City for all hours billed.

H. REFERENCES

Proposer must demonstrate that they are properly equipped to perform the work as specified in this RFP. The City reserves the right to contact references not provided by the Proposer.

References shall be submitted on the Contractor Standards Pledge of Compliance form attached to this RFP. Proposer cannot provide a current City of San Diego staff member as a reference. If a City staff member is provided, the Proposer will be required to provide an additional reference.

The City shall rely on references as part of the evaluation process. The City reserves the right to take any or all of the following actions: reject a proposal based on an unsatisfactory reference(s), to contact any person or persons associated with the reference, to request additional references, to contact organizations known to have used in the past or currently using the services supplied by the Proposer or the Proposer's Subcontractors (as listed in Contractor Standards Pledge of Compliance form attached to this RFP), and to contact independent consulting firms for additional information about the Proposer or the Proposer's Subcontractors.

I. TECHNICAL REPRESENTATIVE

The Technical Representative for this contract is identified in the notice of award and is responsible for overseeing and monitoring this contract.

J. PRICING SCHEDULE

Proposer shall state the rate at which time will be billed to the City, as well as the rate for any other members of your law firm who will be doing work for the City, including any associate attorneys, paralegals, and clerical support. Please indicate the discount, if any, the City is receiving from any usual rate.

The City will assess points for cost based on the average hourly rates for all services as described in the RFP in accordance with Exhibit A, 3.6 Evaluation Criteria, C. Cost.

ATTACHMENT 1 – CITY CONTRACTORS AND ENGINEERS

Project Name	CM Team	Prime	Designer
Morena Pump Station	Jacobs	Flatiron	AECOM
Morena Conveyance North	Jacobs	OHL	AECOM
Morena Conveyance South Middle & Bike Lanes	Jacobs	Sukut	AECOM
NCWRP Equalization Basin	PBV	Kiewit	CH2MHill
NCWRP Expansion	PBV	Kiewit	CH2MHill
NCPW Facility & Pump Station	PBV	Shimmick	Carollo
NCPW Pipeline	Jacobs	WA Rasic	HDR
Miramar Reservoir Pump Station	PBV	Shimmick	Kleinfelder
NC MBC Improvements	PBV	PCL	CH2MHill
Central Area Small Facility	PBV	Unknown	
PW Genesee Ave Median	Jacobs	Unknown	
Penasquitos Pump Station	PBV	Unknown	

PBV = Parsons-Black & Veatch Joint Venture

CH2MHill now owned by Jacobs

Other designers and consultants providing services to Pure Water but not project specific
AON Risk Insurance Services West, Inc.
H2O Innovation USA, Inc.
Helix Environmental Planning, Inc.
PMWeb
RECON Environmental, Inc.
Soundnine Inc.
Tetra Tech Inc.
The National Water Research Institute (NWRI)
Trussell Technologies, Inc.

ATTACHMENT 1 – CITY CONTRACTORS AND ENGINEERS

Xylem Water Solutions USA, Inc.

Stantec Consulting Services, Inc.
Stantec subconsultants
AARK Engineering
Allied Geotechnical Engineers
Berggren and Associates
Beyaz & Patel
Black and Veatch
BLP Engineers
Brown and Caldwell
CityWorks
Darnell & Associates
DDB Engineering
DHK Engineers
Don Hinderliter Architect
Eugene Gemperline
Galardi Rothstein Group
HDR Engineering

CM firms and subconsultants

Jacobs-CH2M Hill
AB Engineering
Brady & Associates
CPM Partners
Gonzalez-White Consulting
Harris & Associates
Helix Environmental Planning

ATTACHMENT 1 – CITY CONTRACTORS AND ENGINEERS

Katz & Associates
Kleinfelder
LaRoc Environmental
La Salle Solutions
NV5
O'Day Consultants
Paleo Solutions
PW Engineering
Red Tail Monitoring
Rocks Biological
Safework CM Prime Amount

CM firms and subconsultants

Parson Black & Veatch JV
Alliant Consulting, Inc.
Arcadis
Capo Projects Group
CL Surveying
Construction Management Systems & Inspections
CSI Services
Del Mar Environmental & Construction Services, Inc.
Helix Environmental
Infrastructure Engineering Corporation (IEC)
Katz & Associates
KOA Planning & Engineering
Ninyo & Moore
NOVA Services
NV5

ATTACHMENT 1 – CITY CONTRACTORS AND ENGINEERS

(PC3) Project Controls Cubed
Psomas
(RCS) Rockwell Construction Services, LLC
Rocks Biological Consulting
SCST (1)
Separation Process Inc.
Tierra Environmental Services
Testing Services & Inspections, Inc. (TSI)
Twining
V&A Consulting
Vic Salazar

Morena Pump Station				
Construction Management Team:	Jacobs		Design Team	
Contractor Name			Designer Name	
Flatiron West, Inc	Prime		AECOM Technical Services, Inc.	Designer of record
939 Transport Inc.			AirX Utility Surveyors, Inc.	
Alfredo Dukes Trucking			Alden Research Laboratories	
Alvarez Trucking LLC			Associates, Inc.	
American Marine Corporation			Bayard Bosserman Engineering Consultant	
Badger Daylighting Corp			Cascade Drilling, LP	
Baja Exploration			Clemson Engineering Hydraulics, Inc.	
Bob's Crane Service			Counts Unlimited, Inc.	

ATTACHMENT 1 – CITY CONTRACTORS AND ENGINEERS

Contractor Name			Designer Name	
Burns and Sons Trucking, Inc.			DLM Engineering	
C. Vera Inc.			EnviroMatrix Analytical, Inc.	
CalPortland Company			Gillingham Water Planning and Engineering, Inc.	
Cell-Crete Corporation, Inc.			GMK Consulting, Inc.	
Commodity Trucking dba Western Trucking			Heinrichs Consulting, LLC	
Condon-Johnson & Associates, Inc.			Katz & Associates, Inc.	
Conterra Inc.			Lacey Consulting	
Cosio Bros Transportation Corp			M.L. Robertson, L.C.	
Coss Bros Trucking			Matalon Architecture & Planning, Inc.	
CRM Construction			Michael Baker International	
D Sesma Trucking			Pacific Drilling Co.	
D3 Construction Services, Inc.			RFYeager Engineering LLC	
Dean's Certified Welding, Inc.			V&A Consulting Engineers, Inc.	
Dorados Trucking			Yen C. Tu Consulting	
ELR Trucking				
Enick Trucking LLC				
F J Willert Contracting Co				
Forkert Engineering & Surveying, Inc.				
Fuentes Trucking				

ATTACHMENT 1 – CITY CONTRACTORS AND ENGINEERS

Contractor Name			Designer Name	
G&F Concrete Cutting, Inc.				
Gascon Trucking				
GGG Demolition, Inc.				
Gilbert Dukes Trucking				
GM Sanders Trucking				
Go Fer Trucking Inc				
Griffin Contract Dewatering LLC				
Ground Penetrating Radar Systems				
Hart Trucking				
Integrity Rebar Placers				
JMC Transport				
Jose T Gilbert Trucking				
JRM Trucking				
Kehoe Testing & Engineering, Inc.				
Kelly & Associates Inc.				
Kirk's Trucking				
Marco Marroquin				
Marty James & Sons Trucking, Inc.				
McCurtis Trucking				
National Coating & Lining				
Nor-Cal Pipeline Services				
Nu Line Technologies				

ATTACHMENT 1 – CITY CONTRACTORS AND ENGINEERS

Contractor Name			Designer Name	
Ortiz Trucking				
Paradox Trucking				
Parker Trucking				
Payco Specialties, Inc.				
Pro Link Engineering				
R M A Group				
Rapid Recovery				
RAT Sand & Materials				
RD Reed Heavy Transport, LLC				
Robertson's Ready Mix				
Rock On Trucking				
Rust and Sons Trucking, Inc.				
SB&O, Inc.				
Shift Transit				
Sonco Construction Inc				
Southern Contracting Company				
Southwest Material Transport				
Stefan Merli Plastering Co Inc.				
Superior Ready Mix				
Urbina's Master Sweeping, Inc.				
Ward & Burke Tunneling, Inc.				
Williams Scotsman, Inc.				

ATTACHMENT 1 – CITY CONTRACTORS AND ENGINEERS

Contractor Name			Designer Name	
Wollaston Transportation				
Zefiro Corporation				

Morena Conveyance North				
Construction Management Team:	Jacobs		Design Team	
Contractor Name			Designer Name	
OHL USA, INC.	Prime		AECOM Technical Services, Inc.	Designer of record
Badger Daylighting Corp			AirX Utility Surveyors, Inc.	
F3 and Associates			Alden Research Laboratories	
FM General Engineering			Associates, Inc.	
Geo-Advantec, Inc.			Bayard Bosserman Engineering Consultant	
HMS Construction, Inc.			Cascade Drilling, LP	
J D Barlow Construction			Clemson Engineering Hydraulics, Inc.	
Koppl Pipeline Services, Inc.			Counts Unlimited, Inc.	
Matt-Chlor, Inc.			DLM Engineering	
McMahon Engineering Construction			EnviroMatrix Analytical, Inc.	
National Plant Services			Gillingham Water Planning and Engineering, Inc.	
Pacific Drilling			GMK Consulting, Inc.	

ATTACHMENT 1 – CITY CONTRACTORS AND ENGINEERS

Contractor Name			Designer Name	
Pavement Recycling Systems			Heinrichs Consulting, LLC	
Payco Specialties, Inc.			Katz & Associates, Inc.	
Penhall Company			Lacey Consulting	
The Quality Firm			M.L. Robertson, L.C.	
Two Oaks Sweeping LLC dba Day & Night Power Sweeping			Matalon Architecture & Planning, Inc.	
			Michael Baker International	
			Pacific Drilling Co.	
			RFYeager Engineering LLC	
			V&A Consulting Engineers, Inc.	
			Yen C. Tu Consulting	

Morena Conveyance South, Middle & Bike Lanes				
Construction Management Team:	Jacobs		Design Team	
Contractor Name			Designer Name	
Sukut Construction LLC	Prime		AECOM Technical Services, Inc.	Designer of record
Cindy Trump, Inc			AirX Utility Surveyors, Inc.	
All American Asphalt			Alden Research Laboratories	
Ferreira Coastal Construction Company			Associates, Inc.	

ATTACHMENT 1 – CITY CONTRACTORS AND ENGINEERS

Contractor Name			Designer Name	
Hardy & Harper, Inc.			Bayard Bosserman Engineering Consultant	
Payco Specialties			Cascade Drilling, LP	
Southern Contracting Company			Clemson Engineering Hydraulics, Inc.	
Zamborelli Enterprises, Inc.			Counts Unlimited, Inc.	
			DLM Engineering	
			EnviroMatrix Analytical, Inc.	
			Gillingham Water Planning and Engineering, Inc.	
			GMK Consulting, Inc.	
			Heinrichs Consulting, LLC	
			Katz & Associates, Inc.	
			Lacey Consulting	
			M.L. Robertson, L.C.	
			Matalon Architecture & Pla nning, Inc.	
			Michael Baker International	
			Pacific Drilling Co.	
			RFYeager Engineering LLC	
			V&A Consulting Engineers, Inc.	
			Yen C. Tu Consulting	

ATTACHMENT 1 – CITY CONTRACTORS AND ENGINEERS

NCWRP Expansion				
Construction Management Team:	PBV		Design Team	
Contractor Name			Designer Name	
Kiewit Infrastructure West Co.			CH2M HILL Engineers, Inc.	Designer of record
Atlas Integrated Systems, Inc.			O'Day Consultants, Inc.	
Big 10 Trucking Inc			AirX Utility Surveyors, Inc.	
Brundage Bone			Allied Geotechnical Engineers, Inc.	
CMC Steel Fabricators, Inc., dba CMC Rebar			Bailey Environmental Associates, LLC	
Dean's Certified Welding, Inc.			Banning Architects, Inc. dba Banning Architecture	
DN Tanks Inc			Beyaz & Patel, Inc.	
ECO Demolition Services			DLM Engineering, Inc.	
El Cachanilla Truck			Emerson Process Management	
FT Trucking			FSE Fiberglass Structural Engineering, Inc.	
Garlow Transport LLC			Katz & Associates, Inc.	
Hanson Aggregates-PSW			Kennedy/Jenks Consultants, Inc.	
ISCO Industries, Inc.			Kleinfelder, Inc.	
Lepe Hauling Inc			Lopez Engineering, Inc	

ATTACHMENT 1 – CITY CONTRACTORS AND ENGINEERS

Contractor Name			Designer Name	
Mass Electric Construction Company			Marum Partnership Landscape Architecture	
MGSF Trucking Corp			PW Engineering, Inc.	
PLG King			RF Yeager Engineering Inc.	
Sonco Construction Inc				
Ultra Engineering Contractors, Inc.				
Zatarain Transport, LLC				

NCWRP Expansion				
Construction Management Team:	PBV		Design Team	
Contractor Name			Designer Name	
Kiewit Infrastructure West Co.	Prime		CH2M HILL Engineers, Inc.	Designer of record
939 Transport Inc.			O'Day Consultants, Inc.	
ACCO Engineered Systems			AirX Utility Surveyors, Inc.	
Alcorn Fence Company			Allied Geotechnical Engineers, Inc.	
ALG Transport Inc.			Bailey Environmental Associates, LLC	
Alvarez Trucking LLC			Banning Architects, Inc. dba Banning Architecture	
American Air Balance			Beyaz & Patel, Inc.	

ATTACHMENT 1 – CITY CONTRACTORS AND ENGINEERS

Contractor Name			Designer Name	
Anbessaw Consulting, Inc. dba The Quality Firm			DLM Engineering, Inc.	
ANG Trucking Inc			Emerson Process Management	
Applied Engineering Concepts			FSE Fiberglass Structural Engineering, Inc.	
Ariber Trucking Inc.			Katz & Associates, Inc.	
Big 10 Trucking Inc			Kennedy/Jenks Consultants, Inc.	
Bragg Crane Service			Kleinfelder, Inc.	
Brundage Bone			Lopez Engineering, Inc	
Burns and Sons Trucking, Inc.			Marum Partnership Landscape Architecture	
Cal State Construction Management			PW Engineering, Inc.	
CalPortland Company			RF Yeager Engineering Inc.	
Capetillo Trucking, LLC.				
Commodity Trucking dba Western Trucking				
Condon-Johnson & Associates, Inc.				
Corrpro Companies, Inc.				
Cosco Fire Protection				
Cuevas LM Trucking				
D Sesma Trucking				
D&A Trucking Services Inc.				
Dean's Certified Welding, Inc.				

ATTACHMENT 1 – CITY CONTRACTORS AND ENGINEERS

Contractor Name			Designer Name	
Downstream Services Inc.				
Duenas Trucking LLC				
ECO Demolition Services				
Eduardo Guillen				
El Cachanilla Truck				
El Capitan Trucking Inc				
Enick Trucking LLC				
Fortino's Trucking Inc.				
FT Trucking				
Garlow Transport LLC				
Go Fer Trucking Inc				
Ground Control				
Hanson Aggregates-PSW				
Hardy & Harper, Inc.				
Harris Rebar S CA a Div of Harris/Arizona Rebar Inc.				
Hofer Corporation				
Inline Concrete Cutting & Coring Inc.				
ISCO Industries, Inc.				
J. Duarte Trucking				
JJB Trucking				
Karcher Insulation, Inc.				
Karti Trucking Inc.				
Koppl Pipeline Services, Inc.				
La Esperanza Trucking, Inc.				
Lepe Hauling Inc				
Lightning Trucking				

ATTACHMENT 1 – CITY CONTRACTORS AND ENGINEERS

Contractor Name			Designer Name	
Mamco Inc. dba Alabbasi Construction				
Mass Electric Construction Company				
MGSF Trucking Corp				
Nor-Cal Pipeline Services				
Noritrux Inc.				
Pacific Mobile Structures, Inc.				
Parada Painting Inc.				
PCA Trucking, LLC				
Penhall Company				
PGC Construction Inc				
PLG King				
RAT Sand & Materials				
Robertson's Ready Mix				
Southwest V-Ditch, Inc.				
Superior Wall Systems, Inc.				
Techno Coatings Inc.				
Titan Consolidated Industries, Inc.				
Titan Industrial Metal Corporation				
Trademark Hoist Inc				
Tyler Reinforcing Steel, Inc.				
Ultra Engineering Contractors, Inc.				
Urbina's Master Sweeping, Inc.				
Westruck Services				
Whitson CM				

ATTACHMENT 1 – CITY CONTRACTORS AND ENGINEERS

Contractor Name			Designer Name	
Zatarain Transport, LLC				

NCPW Facility & Pump Station				
Construction Management Team:	PBV		Design Team	
Contractor Name			Designer Name	
Shimmick Construction Company, Inc.	Prime		Carollo Engineers, Inc.	Designer of record
ACCO Engineered Systems			Allied Geotechnical Engineers, Inc.	
Badger Daylighting Corp			Alyson Consulting	
Burns and Sons Trucking, Inc.			Banning Architects, Inc.	
Cemex Construction Materials Pacific LLC			Benjamin Russell Engineering, Inc.	
Climatec, LLC.			Beyaz & Patel, Inc.	
CMC Steel Fabricators, Inc., dba CMC Rebar			BLP Engineers, Inc.	
Commercial Scaffolding of CA, Inc			CH2M Hill Engineers, Inc.	
Condon-Johnson & Associates, Inc.			CPM Construction	
Contera Construction Corporation			Darnell & Associates	
CR Insulation Inc			Environmental Science Associates	

ATTACHMENT 1 – CITY CONTRACTORS AND ENGINEERS

Contractor Name			Designer Name	
Crest Equipment			EPA Enterprise Protection Associates Ltd.	
Dean's Certified Welding, Inc.			Fiberglass Structural Engineering, Inc.	
G&F Concrete Cutting, Inc.			Jensen Hughes, Inc.	
Guida Surveying, Inc.			Katz & Associates, Inc.	
Hanson Aggregates			Manuel Oncina Architects	
Hudson Safe T-Lite Rentals			Marum Partnership Landscape Architecture	
Hunsaker & Associates San Diego, Inc.			MWA Architects, Inc.	
John's Trucking, Inc.			O'Day Consultants, Inc.	
Johnson Finch and McClure			Process Applications, Inc.	
Mountain Materials Inc.			Proteus Consulting	
Neal Electric			PW Engineering, Inc	
Oldcastle Infrastructure			RF Yeager Engineering Inc.	
Paramount Tile, Inc.			Richard Brady & Associates	
Paramount Tile, Inc.			Turpin & Rattan Engineering, Inc.	
Penhall Company				
Reeve Trucking Company, Inc.				
Rick Post Welding				
Schmidt Fire Protection Company, Inc.				
Scott Michael Inc.				

ATTACHMENT 1 – CITY CONTRACTORS AND ENGINEERS

Contractor Name			Designer Name	
Socal Coatings Inc.				
Solid Structures, Inc.				
Stefan Merli Plastering Co Inc.				
Superior Gunitite				
Superior Ready Mix				
Urbina's Master Sweeping, Inc.				

NCPW Pipeline				
Construction Management Team:	Jacobs		Design Team	
Contractor Name			Designer Name	
W. A. Rasic Construction Company, Inc.	Prime		HDR Engineering, Inc.	Designer of record
AP Navarro Transport Corporation			Aark Engineering, Inc.	
Ariber Trucking Inc.			Beyaz & Patel, Inc.	
Badger Daylighting Corp			Electrical Design, Inc. Consulting Engineers	
Brown Bulk Transportation, Inc.			Eugene J. Gemperline, Inc	
Cascade Drilling			KEH & Associates	
Crest Equipment			Kelsey Structural	
Dirty Dawgs Trucking			Landmark Consulting	
Drill Tech Drilling & Shoring, Inc.			McMillen Jacobs Associates	

ATTACHMENT 1 – CITY CONTRACTORS AND ENGINEERS

Contractor Name			Designer Name	
F3 and Associates			Michael Baker International	
G&F Concrete Cutting, Inc.			Neri Landscape Architecture	
Hofer Corporation			OBR Architecture, Inc.	
La Esperanza Trucking, Inc.			Platt/Whitelaw Architects, Inc.	
Loren Brugger Welding			PW Engineering, Inc.	
Morgner Construction Management				
Nor-Cal Pipeline Services				
Olivas Foundation Drilling				
Penhall Company				
RAP Engineering				
RD Reed Heavy Transport, LLC				
Reliable Construction Services				
Robertson's Ready Mix				
Southern Contracting Company				
Southwest Signal Service				
STATEWIDE TRAFFIC SAFETY AND SIGNS INC				
Superior Ready Mix				
Tom Grbavac & Sons, Inc.				
Two Oaks Sweeping LLC dba Day & Night Power Sweeping				

ATTACHMENT 1 – CITY CONTRACTORS AND ENGINEERS

Contractor Name			Designer Name	
Ward & Burke Tunneling, Inc.				

Miramar Pump Station Improvements					
Construction Management Team:	PBV			Design Team	
Contractor Name				Designer Name	
Shimmick	Prime			Kleinfelder	Designer of record
Allison Mechanical				DHK (HVAC)	
Badger				Puzzullo Consulting	
Cortech/DXP				Ross Engineering	
Dean's Certified Welding				Sustineo (Solar)	
Halco Service Corp				V&A (Corrosion)	
Hunsaker & Associates					
Shea Reinforcing Steel					
Soffa Electric					
Solid Structures					

ATTACHMENT 1 – CITY CONTRACTORS AND ENGINEERS

North City Metropolitan Biosolids Center Improvements				
Construction Management Team:	PBV		Design Team	
Contractor Name			Designer Name	
PCL Construction, Inc.	Prime		CH2M HILL Engineers, Inc.	Designer of record
AirX Utility Surveyors, Inc.			AirX Utility Services, Inc.	
Atlas Integrated Systems, Inc.			Allied Geotechnical Engineers, Inc.	
CMC Steel Fabricators, Inc., dba CMC Rebar			Bailey Environmental Associates, LLC	
D3 Construction Services, Inc.			Beyaz & Patel, Inc.	
Dean's Certified Welding, Inc.			Beyaz & Patel, Inc.	
F.D. Thomas, Inc.			DLM Engineering, Inc	
G.T.E. Metal Erectors			Hon Consulting, Inc.	
MP Environmental Services INC			Lopez Engineering, Inc.	
National Electric Works Inc.			Manuel Oncina Architects, Inc.	
Penhall Company			Marum Partnership	
Robertson's Ready Mix			NV5	
T&D Services, Inc.			O'Day Consultants Inc.	
Williams Scotsman, Inc.			PW Engineering	
			RF Yeager Engineering	

EXHIBIT C



THE CITY OF SAN DIEGO
GENERAL CONTRACT TERMS AND PROVISIONS
APPLICABLE TO GOODS, SERVICES, AND CONSULTANT CONTRACTS

ARTICLE I SCOPE AND TERM OF CONTRACT

1.1 Scope of Contract. The scope of contract between the City and a provider of goods and/or services (Contractor) is described in the Contract Documents. The Contract Documents are comprised of the Request for Proposal, Invitation to Bid, or other solicitation document (Solicitation); the successful bid or proposal; the letter awarding the contract to Contractor; the City's written acceptance of exceptions or clarifications to the Solicitation, if any; and these General Contract Terms and Provisions.

1.2 Effective Date. A contract between the City and Contractor (Contract) is effective on the last date that the contract is signed by the parties and approved by the City Attorney in accordance with Charter section 40. Unless otherwise terminated, this Contract is effective until it is completed or as otherwise agreed upon in writing by the parties, whichever is the earliest. A Contract term cannot exceed five (5) years unless approved by the City Council by ordinance.

1.3 Contract Extension. The City may, in its sole discretion, unilaterally exercise an option to extend the Contract as described in the Contract Documents. In addition, the City may, in its sole discretion, unilaterally extend the Contract on a month-to-month basis following contract expiration if authorized under Charter section 99 and the Contract Documents. Contractor shall not increase its pricing in excess of the percentage increase described in the Contract.

ARTICLE II CONTRACT ADMINISTRATOR

2.1 Contract Administrator. The Purchasing Agent or designee is the Contract Administrator for purposes of this Contract, and has the responsibilities described in this Contract, in the San Diego Charter, and in Chapter 2, Article 2, Divisions 5, 30, and 32.

2.1.1 Contractor Performance Evaluations. The Contract Administrator will evaluate Contractor's performance as often as the Contract Administrator deems necessary throughout the term of the contract. This evaluation will be based on criteria including the quality of goods or services, the timeliness of performance, and adherence to applicable laws, including prevailing wage and living wage. City will provide Contractors who receive an unsatisfactory rating with a copy of the evaluation and an opportunity to respond. City may consider final evaluations, including Contractor's response, in evaluating future proposals and bids for contract award.

2.2 Notices. Unless otherwise specified, in all cases where written notice is required under this Contract, service shall be deemed sufficient if the notice is personally delivered or deposited in the United States mail, with first class postage paid, attention to the Purchasing Agent. Proper notice is effective on the date of personal delivery or five (5) days after deposit in a United States postal mailbox unless provided otherwise in the Contract. Notices to the City shall be sent to:

Purchasing Agent
City of San Diego, Purchasing and Contracting Division
1200 3rd Avenue, Suite 200
San Diego, CA 92101-4195

ARTICLE III COMPENSATION

3.1 Manner of Payment. Contractor will be paid monthly, in arrears, for goods and/or services provided in accordance with the terms and provisions specified in the Contract.

3.2 Invoices.

3.2.1 Invoice Detail. Contractor's invoice must be on Contractor's stationary with Contractor's name, address, and remittance address if different. Contractor's invoice must have a date, an invoice number, a purchase order number, a description of the goods or services provided, and an amount due.

3.2.2 Service Contracts. Contractor must submit invoices for services to City by the 10th of the month following the month in which Contractor provided services. Invoices must include the address of the location where services were performed and the dates in which services were provided.

3.2.3 Goods Contracts. Contractor must submit invoices for goods to City within seven days of the shipment. Invoices must describe the goods provided.

3.2.4 Parts Contracts. Contractor must submit invoices for parts to City within seven calendar (7) days of the date the parts are shipped. Invoices must include the manufacturer of the part, manufacturer's published list price, percentage discount applied in accordance with Pricing Page(s), the net price to City, and an item description, quantity, and extension.

3.2.5 Extraordinary Work. City will not pay Contractor for extraordinary work unless Contractor receives prior written authorization from the Contract Administrator. Failure to do so will result in payment being withheld for services. If approved, Contractor will include an invoice that describes the work performed and the location where the work was performed, and a copy of the Contract Administrator's written authorization.

3.2.6 Reporting Requirements. Contractor must submit the following reports using the City's web-based contract compliance portal. Incomplete and/or delinquent reports may cause payment delays, non-payment of invoice, or both. For questions, please view the City's online tutorials on how to utilize the City's web-based contract compliance portal.

3.2.6.1 Monthly Employment Utilization Reports. Contractor and Contractor's subcontractors and suppliers must submit Monthly Employment Utilization Reports by the fifth (5th) day of the subsequent month.

3.2.6.2 Monthly Invoicing and Payments. Contractor and Contractor's subcontractors and suppliers must submit Monthly Invoicing and Payment Reports by the fifth (5th) day of the subsequent month.

3.3 Annual Appropriation of Funds. Contractor acknowledges that the Contract term may extend over multiple City fiscal years, and that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. This Contract may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by City Council.

3.4 Price Adjustments. Based on Contractor's written request and justification, the City may approve an increase in unit prices on Contractor's pricing pages consistent with the amount requested in the justification in an amount not to exceed the increase in the Consumer Price Index, San Diego Area, for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 5.0%, whichever is less, during the preceding one year term. If the CPI-U is a negative number, then the unit prices shall not be adjusted for that option year (the unit prices will not be decreased). A negative CPI-U shall be counted against any subsequent increases in the CPI-U when calculating the unit prices for later option years. Contractor must provide such written request and justification no less than sixty days before the date in which City may exercise the option to renew the contract, or sixty days before the anniversary date of the Contract. Justification in support of the written request must include a description of the basis for the adjustment, the proposed effective date and reasons for said date, and the amount of the adjustment requested with documentation to support the requested change (e.g. CPI-U or 5.0%, whichever is less). City's approval of this request must be in writing.

ARTICLE IV SUSPENSION AND TERMINATION

4.1 City's Right to Suspend for Convenience. City may suspend all or any portion of Contractor's performance under this Contract at its sole option and for its convenience for a reasonable period of time not to exceed six (6) months. City must first give ten (10) days' written notice to Contractor of such suspension. City will pay to Contractor a sum equivalent to the reasonable value of the goods and/or services satisfactorily provided up to the date of suspension. City may rescind the suspension prior to or at six (6) months by providing Contractor with written notice of the rescission, at which time Contractor would be required to resume performance in compliance with the terms and provisions of this Contract. Contractor will be entitled to an extension of time to complete performance under the Contract equal to the length of the suspension unless otherwise agreed to in writing by the Parties.

4.2 City's Right to Terminate for Convenience. City may, at its sole option and for its convenience, terminate all or any portion of this Contract by giving thirty (30) days' written notice of such termination to Contractor. The termination of the Contract shall be effective upon receipt of the notice by Contractor. After termination of all or any portion of the Contract, Contractor shall: (1) immediately discontinue all affected performance (unless the notice directs otherwise); and (2) complete any and all additional work necessary for the orderly filing of

documents and closing of Contractor's affected performance under the Contract. After filing of documents and completion of performance, Contractor shall deliver to City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Contractor in performing this Contract, whether completed or in process. By accepting payment for completion, filing, and delivering documents as called for in this section, Contractor discharges City of all of City's payment obligations and liabilities under this Contract with regard to the affected performance.

4.3 City's Right to Terminate for Default. Contractor's failure to satisfactorily perform any obligation required by this Contract constitutes a default. Examples of default include a determination by City that Contractor has: (1) failed to deliver goods and/or perform the services of the required quality or within the time specified; (2) failed to perform any of the obligations of this Contract; and (3) failed to make sufficient progress in performance which may jeopardize full performance.

4.3.1 If Contractor fails to satisfactorily cure a default within ten (10) calendar days of receiving written notice from City specifying the nature of the default, City may immediately cancel and/or terminate this Contract, and terminate each and every right of Contractor, and any person claiming any rights by or through Contractor under this Contract.

4.3.2 If City terminates this Contract, in whole or in part, City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, equivalent goods or services and Contractor shall be liable to City for any excess costs. Contractor shall also continue performance to the extent not terminated.

4.4 Termination for Bankruptcy or Assignment for the Benefit of Creditors. If Contractor files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors, the City may at its option and without further notice to, or demand upon Contractor, terminate this Contract, and terminate each and every right of Contractor, and any person claiming rights by and through Contractor under this Contract.

4.5 Contractor's Right to Payment Following Contract Termination.

4.5.1 Termination for Convenience. If the termination is for the convenience of City an equitable adjustment in the Contract price shall be made. No amount shall be allowed for anticipated profit on unperformed services, and no amount shall be paid for an as needed contract beyond the Contract termination date.

4.5.2 Termination for Default. If, after City gives notice of termination for failure to fulfill Contract obligations to Contractor, it is determined that Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of City. In such event, adjustment in the Contract price shall be made as provided in Section 4.3.2. City's rights and remedies are in addition to any other rights and remedies provided by law or under this Contract.

4.6 Remedies Cumulative. City's remedies are cumulative and are not intended to be exclusive of any other remedies or means of redress to which City may be lawfully entitled in case of any breach or threatened breach of any provision of this Contract.

ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS

5.1 Inspection and Acceptance. The City will inspect and accept goods provided under this Contract at the shipment destination unless specified otherwise. Inspection will be made and acceptance will be determined by the City department shown in the shipping address of the Purchase Order or other duly authorized representative of City.

5.2 Responsibility for Lost or Damaged Shipments. Contractor bears the risk of loss or damage to goods prior to the time of their receipt and acceptance by City. City has no obligation to accept damaged shipments and reserves the right to return damaged goods, at Contractor's sole expense, even if the damage was not apparent or discovered until after receipt.

5.3 Responsibility for Damages. Contractor is responsible for all damage that occurs as a result of Contractor's fault or negligence or that of its' employees, agents, or representatives in connection with the performance of this Contract. Contractor shall immediately report any such damage to people and/or property to the Contract Administrator.

5.4 Delivery. Delivery shall be made on the delivery day specified in the Contract Documents. The City, in its sole discretion, may extend the time for delivery. The City may order, in writing, the suspension, delay or interruption of delivery of goods and/or services.

5.5 Delay. Unless otherwise specified herein, time is of the essence for each and every provision of the Contract. Contractor must immediately notify City in writing if there is, or it is anticipated that there will be, a delay in performance. The written notice must explain the cause for the delay and provide a reasonable estimate of the length of the delay. City may terminate this Contract as provided herein if City, in its sole discretion, determines the delay is material.

5.5.1 If a delay in performance is caused by any unforeseen event(s) beyond the control of the parties, City may allow Contractor to a reasonable extension of time to complete performance, but Contractor will not be entitled to damages or additional compensation. Any such extension of time must be approved in writing by 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 performance; inability to obtain materials, equipment or labor; or other specific reasons agreed to between City and Contractor. This provision does not apply to a delay caused by Contractor's acts or omissions. Contractor is not entitled to an extension of time to perform if a delay is caused by Contractor's inability to obtain materials, equipment, or labor unless City has received, in a timely manner, documentary proof satisfactory to City of Contractor's inability to obtain materials, equipment, or labor, in which case City's approval must be in writing.

5.6 Restrictions and Regulations Requiring Contract Modification. Contractor shall immediately notify City in writing of any regulations or restrictions that may or will require Contractor to alter the material, quality, workmanship, or performance of the goods and/or services to be provided. City reserves the right to accept any such alteration, including any resulting reasonable price adjustments, or to cancel the Contract at no expense to the City.

5.7 Warranties. All goods and/or services provided under the Contract must be warranted by Contractor or manufacturer for at least twelve (12) months after acceptance by City, except automotive equipment. Automotive equipment must be warranted for a minimum of 12,000 miles or 12 months, whichever occurs first, unless otherwise stated in the Contract. Contractor is responsible to City for all warranty service, parts, and labor. Contractor is required to ensure that warranty work is performed at a facility acceptable to City and that services, parts, and labor are available and provided to meet City's schedules and deadlines. Contractor may establish a warranty service contract with an agency satisfactory to City instead of performing the warranty service itself. If Contractor is not an authorized service center and causes any damage to equipment being serviced, which results in the existing warranty being voided, Contractor will be liable for all costs of repairs to the equipment, or the costs of replacing the equipment with new equipment that meets City's operational needs.

5.8 Industry Standards. Contractor shall provide goods and/or services acceptable to City in strict conformance with the Contract. Contractor shall also provide goods and/or services in accordance with the standards customarily adhered to by an experienced and competent provider of the goods and/or services called for under this Contract using the degree of care and skill ordinarily exercised by reputable providers of such goods and/or services. Where approval by City, the Mayor, or other representative of City is required, it is understood to be general approval only and does not relieve Contractor of responsibility for complying with all applicable laws, codes, policies, regulations, and good business practices.

5.9 Records Retention and Examination. Contractor shall retain, protect, and maintain in an accessible location all records and documents, including paper, electronic, and computer records, relating to this Contract for five (5) years after receipt of final payment by City under this Contract. Contractor shall make all such records and documents available for inspection, copying, or other reproduction, and auditing by authorized representatives of City, including the Purchasing Agent or designee. Contractor shall make available all requested data and records at reasonable locations within City or County of San Diego at any time during normal business hours, and as often as City deems necessary. If records are not made available within the City or County of San Diego, Contractor shall pay City's travel costs to the location where the records are maintained and shall pay for all related travel expenses. Failure to make requested records available for inspection, copying, or other reproduction, or auditing by the date requested may result in termination of the Contract. Contractor must include this provision in all subcontracts made in connection with this Contract.

5.9.1 Contractor shall maintain records of all subcontracts entered into with all firms, all project invoices received from Subcontractors and Suppliers, all purchases of materials and services from Suppliers, and all joint venture participation. Records shall show name, telephone number including area code, and business address of each Subcontractor and Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

5.10 Quality Assurance Meetings. Upon City's request, Contractor shall schedule one or more quality assurance meetings with City's Contract Administrator to discuss Contractor's performance. If requested, Contractor shall schedule the first quality assurance meeting no later than eight (8) weeks from the date of commencement of work under the Contract. At the quality assurance meeting(s), City's Contract Administrator will provide Contractor with feedback, will note any deficiencies in Contract performance, and provide Contractor with an opportunity to address and correct such deficiencies. The total number of quality assurance meetings that may be required by City will depend upon Contractor's performance.

5.11 Duty to Cooperate with Auditor. The City Auditor may, in his sole discretion, at no cost to the City, and for purposes of performing his responsibilities under Charter section 39.2, review Contractor's records to confirm contract compliance. Contractor shall make reasonable efforts to cooperate with Auditor's requests.

5.12 Safety Data Sheets. If specified by City in the solicitation or otherwise required by this Contract, Contractor must send with each shipment one (1) copy of the Safety Data Sheet (SDS) for each item shipped. Failure to comply with this procedure will be cause for immediate termination of the Contract for violation of safety procedures.

5.13 Project Personnel. Except as formally approved by the City, the key personnel identified in Contractor's bid or proposal shall be the individuals who will actually complete the work. Changes in staffing must be reported in writing and approved by the City.

5.13.1 Criminal Background Certification. Contractor certifies that all employees working on this Contract have had a criminal background check and that said employees are clear of any sexual and drug related convictions. Contractor further certifies that all employees hired by Contractor or a subcontractor shall be free from any felony convictions.

5.13.2 Photo Identification Badge. Contractor shall provide a company photo identification badge to any individual assigned by Contractor or subcontractor to perform services or deliver goods on City premises. Such badge must be worn at all times while on City premises. City reserves the right to require Contractor to pay fingerprinting fees for personnel assigned to work in sensitive areas. All employees shall turn in their photo identification badges to Contractor upon completion of services and prior to final payment of invoice.

5.14 Standards of Conduct. Contractor is responsible for maintaining standards of employee competence, conduct, courtesy, appearance, honesty, and integrity satisfactory to the City.

5.14.1 Supervision. Contractor shall provide adequate and competent supervision at all times during the Contract term. Contractor shall be readily available to meet with the City. Contractor shall provide the telephone numbers where its representative(s) can be reached.

5.14.2 City Premises. Contractor's employees and agents shall comply with all City rules and regulations while on City premises.

5.14.3 Removal of Employees. City may request Contractor immediately remove from assignment to the City any employee found unfit to perform duties at the City. Contractor shall comply with all such requests.

5.15 Licenses and Permits. Contractor shall, without additional expense to the City, be responsible for obtaining any necessary licenses, permits, certifications, accreditations, fees and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to Contract performance. This includes, but is not limited to, any laws or regulations requiring the use of licensed contractors to perform parts of the work.

5.16 Contractor and Subcontractor Registration Requirements. Prior to the award of the Contract or Task Order, Contractor and Contractor's subcontractors and suppliers must register with the City's web-based vendor registration and bid management system. The City may not award the Contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified by the City, the City reserves the right to rescind the Contract award and to make the award to the next responsive and responsible proposer of bidder.

ARTICLE VI INTELLECTUAL PROPERTY RIGHTS

6.1 Rights in Data. If, in connection with the services performed under this Contract, Contractor or its employees, agents, or subcontractors, create artwork, audio recordings, blueprints, designs, diagrams, documentation, photographs, plans, reports, software, source code, specifications, surveys, system designs, video recordings, or any other original works of authorship, whether written or readable by machine (Deliverable Materials), all rights of Contractor or its subcontractors in the Deliverable Materials, including, but not limited to publication, and registration of copyrights, and trademarks in the Deliverable Materials, are the sole property of City. Contractor, including its employees, agents, and subcontractors, may not use any Deliverable Material for purposes unrelated to Contractor's work on behalf of the City without prior written consent of City. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City, without the prior written consent of the City.

6.2 Intellectual Property Rights Assignment. For no additional compensation, Contractor hereby assigns to City all of Contractor's rights, title, and interest in and to the content of the Deliverable Materials created by Contractor or its employees, agents, or subcontractors, including copyrights, in connection with the services performed under this Contract. Contractor

shall promptly execute and deliver, and shall cause its employees, agents, and subcontractors to promptly execute and deliver, upon request by the 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. Contractor also shall cooperate and assist in the prosecution of any action or opposition proceeding involving such intellectual property rights and any adjudication of those rights.

6.3 Contractor Works. Contractor Works means tangible and intangible information and material that: (a) had already been conceived, invented, created, developed or acquired by Contractor prior to the effective date of this Contract; or (b) were conceived, invented, created, or developed by Contractor after the effective date of this Contract, but only to the extent such information and material do not constitute part or all of the Deliverable Materials called for in this Contract. All Contractor Works, and all modifications or derivatives of such Contractor Works, including all intellectual property rights in or pertaining to the same, shall be owned solely and exclusively by Contractor.

6.4 Subcontracting. In the event that Contractor utilizes a subcontractor(s) for any portion of the work that comprises the whole or part of the specified Deliverable Materials to the City, the agreement between Contractor and the subcontractor shall include a statement that identifies the Deliverable Materials as a “works for hire” as described in the United States Copyright Act of 1976, as amended, and that all intellectual property rights in the Deliverable Materials, whether arising in copyright, trademark, service mark or other forms of intellectual property rights, belong to and shall vest solely with the City. Further, the agreement between Contractor and its subcontractor shall require that the subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to City, all titles, rights and interests in and to the Deliverable Materials, including all copyrights, trademarks and other intellectual property rights. City shall have the right to review any such agreement for compliance with this provision.

6.5 Intellectual Property Warranty and Indemnification. Contractor represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this Contract are either original, or 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 Contractor to produce, at Contractor’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. Contractor further agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages, of any type, alleging or threatening that any Deliverable Materials, supplies, equipment, services or works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claim of Infringement). If a Third Party Claim

of Infringement is threatened or made before Contractor receives payment under this Contract, City shall be entitled, upon written notice to Contractor, to withhold some or all of such payment.

6.6 Software Licensing. Contractor represents and warrants that the software, if any, as delivered to City, does not contain any program code, virus, worm, trap door, back door, time or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of licensor-selected conditions or manually on command. Contractor further represents and warrants that all third party software, delivered to City or used by Contractor in the performance of the Contract, is fully licensed by the appropriate licensor.

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

6.8 Royalties, Licenses, and Patents. Unless otherwise specified, Contractor shall pay all royalties, license, and patent fees associated with the goods that are the subject of this solicitation. Contractor warrants that the goods, materials, supplies, and equipment to be supplied do not infringe upon any patent, trademark, or copyright, and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, and to defend, indemnify and hold harmless the City, its elected officials, officers, and employees from all liability, loss and damages, whether general, exemplary or punitive, suffered as a result of any actual or claimed infringement asserted against the City, Contractor, or those furnishing goods, materials, supplies, or equipment to Contractor under the Contract.

ARTICLE VII INDEMNIFICATION AND INSURANCE

7.1 Indemnification. To the fullest extent permitted by law, Contractor shall defend (with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City and its elected officials, officers, employees, agents, and representatives (Indemnified Parties) from and against any and all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Contractor or its subcontractors), expense, and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, and 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 goods provided or performance of services under this Contract by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or anyone that either of them control. Contractor's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or willful misconduct of the Indemnified Parties.

7.2 Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or

in connection with the performance of the work hereunder and the results of that work by Contractor, his agents, representatives, employees or subcontractors.

Contractor shall provide, at a minimum, the following:

7.2.1 Commercial General Liability. Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

7.2.2 Commercial Automobile Liability. Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) or, if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

7.2.3 Workers' Compensation. Insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

7.2.4 Professional Liability (Errors and Omissions). For consultant contracts, insurance appropriate to Consultant’s profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

7.2.5 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

7.2.5.1 Additional Insured Status. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

7.2.5.2 Primary Coverage. For any claims related to this contract, Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

7.2.5.3 Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to City.

7.2.5.4 Waiver of Subrogation. Contractor hereby grants to City a waiver of any right to subrogation which the Workers' Compensation insurer of said Contractor may acquire against City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

7.2.5.5 Claims Made Policies (applicable only to professional liability). The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

7.3 Self Insured Retentions. Self-insured retentions must be declared to and approved by City. City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

7.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VI, unless otherwise acceptable to City.

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.

7.5 Verification of Coverage. Contractor shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

7.6 Special Risks or Circumstances. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

7.7 Additional Insurance. Contractor may obtain additional insurance not required by this Contract.

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

7.9 Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as the CG 20 38 04 13 endorsement.

ARTICLE VIII BONDS

8.1 Payment and Performance Bond. Prior to the execution of this Contract, City may require Contractor to post a payment and performance bond (Bond). The Bond shall guarantee Contractor's faithful performance of this Contract and assure payment to contractors, subcontractors, and to persons furnishing goods and/or services under this Contract.

8.1.1 Bond Amount. The Bond shall be in a sum equal to twenty-five percent (25%) of the Contract amount, unless otherwise stated in the Specifications. City may file a claim against the Bond if Contractor fails or refuses to fulfill the terms and provisions of the Contract.

8.1.2 Bond Term. The Bond shall remain in full force and effect at least until complete performance of this Contract and payment of all claims for materials and labor, at which time it will convert to a ten percent (10%) warranty bond, which shall remain in place until the end of the warranty periods set forth in this Contract. The Bond shall be renewed annually, at least sixty (60) days in advance of its expiration, and Contractor shall provide timely proof of annual renewal to City.

8.1.3 Bond Surety. The Bond must be furnished by a company authorized by the State of California Department of Insurance to transact surety business in the State of California and which has a current A.M. Best rating of at least "A-, VIII."

8.1.4 Non-Renewal or Cancellation. The Bond must provide that City and Contractor shall be provided with sixty (60) days' advance written notice in the event of non-renewal, cancellation, or material change to its terms. In the event of non-renewal, cancellation, or material change to the Bond terms, Contractor shall provide City with evidence of the new source of surety within twenty-one (21) calendar days after the date of the notice of non-renewal, cancellation, or material change. Failure to maintain the Bond, as required herein, in full force

and effect as required under this Contract, will be a material breach of the Contract subject to termination of the Contract.

8.2 Alternate Security. City may, at its sole discretion, accept alternate security in the form of an endorsed certificate of deposit, a money order, a certified check drawn on a solvent bank, or other security acceptable to the Purchasing Agent in an amount equal to the required Bond.

ARTICLE IX CITY-MANDATED CLAUSES AND REQUIREMENTS

9.1 Contractor Certification of Compliance. By signing this Contract, Contractor certifies that Contractor is aware of, and will comply with, these City-mandated clauses throughout the duration of the Contract.

9.1.1 Drug-Free Workplace Certification. Contractor shall comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into the Contract by this reference.

9.1.2 Contractor Certification for Americans with Disabilities Act (ADA) and State Access Laws and Regulations: Contractor shall comply with all accessibility requirements under the ADA and under Title 24 of the California Code of Regulations (Title 24). When a conflict exists between the ADA and Title 24, Contractor shall comply with the most restrictive requirement (i.e., that which provides the most access). Contractor also shall comply with the City's ADA Compliance/City Contractors requirements as set forth in Council Policy 100-04, which is incorporated into this Contract by reference. Contractor warrants and certifies compliance with all federal and state access laws and regulations and further certifies that any subcontract agreement for this contract contains language which indicates the subcontractor's agreement to abide by the provisions of the City's Council Policy and any applicable access laws and regulations.

9.1.3 Non-Discrimination Requirements.

9.1.3.1 Compliance with City's Equal Opportunity Contracting Program (EOCP). Contractor shall comply with City's EOCP Requirements. Contractor 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. Prime Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Prime Contractor liable for any discriminatory practice of its subcontractors.

9.1.3.2 Non-Discrimination Ordinance. 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. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor 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. Contractor shall ensure that this language is included in contracts between Contractor and any subcontractors, vendors and suppliers.

9.1.3.3 Compliance Investigations. Upon City's request, Contractor agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor 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 Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.4 Equal Benefits Ordinance Certification. Unless an exception applies, Contractor shall comply with the Equal Benefits Ordinance (EBO) codified in the San Diego Municipal Code (SDMC). Failure to maintain equal benefits is a material breach of the Contract.

9.1.5 Contractor Standards. Contractor shall comply with Contractor Standards provisions codified in the SDMC. Contractor understands and agrees that violation of Contractor Standards may be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.6 Noise Abatement. Contractor shall operate, conduct, or construct without violating the City's Noise Abatement Ordinance codified in the SDMC.

9.1.7 Storm Water Pollution Prevention Program. Contractor shall comply with the City's Storm Water Management and Discharge Control provisions codified in Division 3 of Chapter 4 of the SDMC, as may be amended, and any and all applicable Best Management Practice guidelines and pollution elimination requirements in performing or delivering services at City owned, leased, or managed property, or in performance of services and activities on behalf of City regardless of location.

Contractor shall comply with the City's Jurisdictional Urban Runoff Management Plan encompassing Citywide programs and activities designed to prevent and reduce storm water pollution within City boundaries as adopted by the City Council on January 22, 2008, via Resolution No. 303351, as may be amended.

Contractor shall comply with each City facility or work site's Storm Water Pollution Prevention Plan, as applicable, and institute all controls needed while completing the services to minimize any negative impact to the storm water collection system and environment.

9.1.8 Service Worker Retention Ordinance. If applicable, Contractor shall comply with the Service Worker Retention Ordinance (SWRO) codified in the SDMC.

9.1.9 Product Endorsement. Contractor shall comply with Council Policy 000-41 which requires that other than listing the City as a client and other limited endorsements, any advertisements, social media, promotions or other marketing referring to the City as a user of a product or service will require prior written approval of the Mayor or designee. Use of the City Seal or City logos is prohibited.

9.1.10 Business Tax Certificate. Unless the City Treasurer determines in writing that a contractor is exempt from the payment of business tax, any contractor doing business with the City of San Diego is required to obtain a Business Tax Certificate (BTC) and to provide a copy of its BTC to the City before a Contract is executed.

9.1.11 Equal Pay Ordinance. Unless an exception applies, Contractor shall comply with the Equal Pay Ordinance codified in San Diego Municipal Code sections 22.4801 through 22.4809. Contractor shall certify in writing that it will comply with the requirements of the EPO.

9.1.11.1 Contractor and Subcontract Requirement. The Equal Pay Ordinance applies to any subcontractor who performs work on behalf of a Contractor to the same extent as it would apply to that Contractor. Any Contractor subject to the Equal Pay Ordinance shall require all of its subcontractors to certify compliance with the Equal Pay Ordinance in its written subcontracts.

ARTICLE X CONFLICT OF INTEREST AND VIOLATIONS OF LAW

10.1 Conflict of Interest Laws. Contractor 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 Ethics Ordinance, codified in the SDMC. City may determine that Contractor must complete one or more statements of economic interest disclosing relevant financial interests. Upon City's request, Contractor shall submit the necessary documents to City.

10.2 Contractor's Responsibility for Employees and Agents. Contractor is required to 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.

10.3 Contractor's Financial or Organizational Interests. In connection with any task, Contractor shall not recommend or specify any product, supplier, or contractor with whom Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

10.4 Certification of Non-Collusion. Contractor certifies that: (1) Contractor's bid or proposal was not made in the interest of or on behalf of any person, firm, or corporation not identified; (2) Contractor did not directly or indirectly induce or solicit any other bidder or proposer to put in a sham bid or proposal; (3) Contractor did not directly or indirectly induce or

solicit any other person, firm or corporation to refrain from bidding; and (4) Contractor did not seek by collusion to secure any advantage over the other bidders or proposers.

10.5 Hiring City Employees. This Contract shall be unilaterally and immediately terminated by City if Contractor employs an individual who within the twelve (12) months immediately preceding such employment did in his/her capacity as a City officer or employee participate in negotiations with or otherwise have an influence on the selection of Contractor.

ARTICLE XI DISPUTE RESOLUTION

11.1 Mediation. If a dispute arises out of or relates to this Contract and cannot be settled through normal contract negotiations, Contractor and City shall use mandatory non-binding mediation before having recourse in a court of law.

11.2 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 the subject matter of this Contract, if possible.

11.3 Expenses. 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, 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.

11.4 Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, writings and admissions will be confidential to the proceedings (pursuant to California Evidence Code sections 1115 through 1128) and will not be used for any other purpose unless otherwise agreed by the parties in writing. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though City's recommendation of settlement may be subject to the approval of the Mayor and City Council. Either party may have attorneys, witnesses or experts present.

11.5 Mediation Results. Any agreements resulting from mediation shall be memorialized in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the parties. Mediators shall not be subject to any subpoena or liability, and their actions shall not be subject to discovery.

ARTICLE XII MANDATORY ASSISTANCE

12.1 Mandatory Assistance. If a third party dispute or litigation, or both, arises out of, or relates in any way to the services provided to the City under a Contract, Contractor, its agents, officers, and employees agree to assist in resolving the dispute or litigation upon City's request. Contractor'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.

12.2 Compensation for Mandatory Assistance. City will compensate Contractor for fees incurred for providing Mandatory Assistance. 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 Contractor, its agents, officers, and employees, Contractor shall reimburse City for all fees paid to Contractor, its agents, officers, and employees for Mandatory Assistance.

12.3 Attorneys' Fees Related to Mandatory Assistance. In providing City with dispute or litigation assistance, Contractor or its agents, officers, and employees may incur expenses and/or costs. Contractor agrees that any attorney fees it may incur as a result of assistance provided under Section 12.2 are not reimbursable.

ARTICLE XIII MISCELLANEOUS

13.1 Headings. All headings are for convenience only and shall not affect the interpretation of this Contract.

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

13.3 Independent Contractors. Contractor and any subcontractors employed by Contractor are independent contractors and not agents of City. Any provisions of this Contract that may appear to give City any right to direct Contractor concerning the details of performing or providing the goods and/or services, or to exercise any control over performance of the Contract, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.

13.4 Subcontractors. All persons assigned to perform any work related to this Contract, including any subcontractors, are deemed to be employees of Contractor, and Contractor shall be directly responsible for their work.

13.5 Covenants and Conditions. All provisions of this Contract expressed as either covenants or conditions on the part of City or Contractor shall be deemed to be both covenants and conditions.

13.6 Compliance with Controlling Law. Contractor shall comply with all applicable local, state, and federal laws, regulations, and policies. Contractor's act or omission in violation of applicable local, state, and federal laws, regulations, and policies is grounds for contract

termination. In addition to all other remedies or damages allowed by law, Contractor is liable to City for all damages, including costs for substitute performance, sustained as a result of the violation. In addition, Contractor may be subject to suspension, debarment, or both.

13.7 Governing Law. The Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

13.8 Venue. The venue for any suit concerning solicitations or the Contract, the interpretation of application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.

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

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

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

13.12 Drafting Ambiguities. The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms and conditions of this Contract, and the decision of whether to seek advice of legal counsel with respect to this Contract is the sole responsibility of each party. This Contract 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 Contract.

13.13 Amendments. Neither this Contract nor any provision hereof may be changed, modified, amended or waived except by a written agreement executed by duly authorized representatives of City and Contractor. Any alleged oral amendments have no force or effect. The Purchasing Agent must sign all Contract amendments.

13.14 Conflicts Between Terms. If this Contract conflicts with an applicable local, state, or federal law, regulation, or court order, applicable local, state, or federal law, regulation, or court order shall control. Varying degrees of stringency among the main body of this Contract, the exhibits or attachments, and laws, regulations, or orders 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 Contract.

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

13.16 Confidentiality of Services. All services performed by Contractor, and any sub-contractor(s) if applicable, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Contractor, are for the sole use of City, its agents, and employees. Neither the documents nor their contents shall be released by Contractor or any subcontractor to any third party without the prior written consent of City. This provision does not apply to information that: (1) was publicly known, or otherwise known to Contractor, at the time it was disclosed to Contractor by City; (2) subsequently becomes publicly known through no act or omission of Contractor; or (3) otherwise becomes known to Contractor other than through disclosure by City.

13.17 Insolvency. If Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the Contract, written notification of the bankruptcy to the Purchasing Agent and the Contract Administrator responsible for administering the Contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of City contract numbers and contracting offices for all City contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Contract.

13.18 No Third Party Beneficiaries. Except as may be specifically set forth in this Contract, none of the provisions of this Contract are intended to benefit any third party not specifically referenced herein. No party other than City and Contractor shall have the right to enforce any of the provisions of this Contract.

13.19 Actions of City in its Governmental Capacity. Nothing in this Contract shall be interpreted as limiting the rights and obligations of City in its governmental or regulatory capacity.



City of San Diego

Response to Request for Proposal for As-Needed Outside Counsel for Various Areas of Law

March 9, 2023



ATTORNEYS AT LAW

50 California Street
34th Floor
San Francisco, CA 94111
T 415.398.3600
F 415.398.2438

Jill N. Jaffe
D 415.438.7275
jjaffe@nossaman.com

March 9, 2023

VIA PLANETBIDS

Vanessa Delgado
Procurement Program Manager
City of San Diego - Purchasing and Contracting
1200 Third Avenue, Suite 200
San Diego, CA 92101

Re: RFP for As-Needed Outside Counsel for Pure Water

Dear Ms. Delgado:

On behalf of Nossaman LLP (Nossaman), we are pleased to submit this response to the City of San Diego's (City) Request for Proposals (RFP) for as-needed outside counsel for the Pure Water program. We are excited by the opportunity to represent the City on such an important project.

Nossaman offers unparalleled experience in representing public agencies in all aspects of their construction programs, and we believe Nossaman is well suited to advise the City on contract administration, claims and disputes related to each phase of the procurement and construction of the Pure Water program. We have substantial experience guiding California agencies and municipalities through responding to claims and disputes, from the initial strategy to litigation. Our vast familiarity with the laws surrounding California public works construction and the activities of local public agencies in California allows us to quickly spot issues and provide advice to help our clients resolve claims before they escalate to arbitration or litigation. Our team also has significant experience litigating large, complex disputes, including disputes pertaining to large infrastructure projects (projects well in excess of \$500 million) and we regularly litigate claims in excess of \$100 million. We use this deep experience to help our clients develop robust records to support their position, efficiently manage large-scale litigation and assist with entitlement evaluations to inform our client's legal strategies. Our experience has resulted in a track record of successfully litigating disputes for our clients in arbitration, before disputes boards and in court.

In addition, we are nationally recognized in the area of innovative project delivery, including the use of design-build (DB) project delivery and public-private partnerships (P3). Our work across the U.S. in structuring, procuring, negotiating and implementing innovative infrastructure projects spans myriad sectors, including water and wastewater facilities, social infrastructure, such as universities, convention centers, stadiums, entertainment and recreational facilities, courthouses and civil infrastructure such as energy, broadband, roads, tunnels and bridges.

Our litigation team draws from our unmatched experience in the procurement and implementation of large, high-profile public infrastructure to provide effective advice to public agencies when they are facing claims from contractors or designers. Our team has years of experience working with project teams on construction implementation strategy to maximize efficiency and quickly gain an understanding of key project issues. As a result of our deep experience in the delivery of infrastructure throughout the United States and California, our litigation team is well versed with the key industry players—the contractors and designers—as well as their various claims strategies and claims trends. For example, our claims team has handled over a dozen force majeure claims stemming from the COVID-19 pandemic, as well as many claims over the last few years stemming from material price increases and/or supply chain issues. Finally, our team has established relationships with experts who are essential to defending large construction claims, particularly those that involve technical issues or delay claims.

Among the qualities that set Nossaman apart are:

- **Focused and Successful Experience in Construction Claims and Litigation.** Our proposed team includes professionals with a long track record of successfully assisting public owners in the avoidance and management of construction claims. We have represented clients before dispute review panels and boards in multiple states, in mediations and arbitrations, and in court in high-stakes disputes on numerous issues that arise during the course of construction of a complex infrastructure or construction project. These issues have included hydraulic and hydrologic design, design interference, utility adjustments and relocations, environmental permitting, environmental re-evaluation, right-of-way acquisition, force majeure, change-in-law, geotechnical, acceleration, delay and disruption claims. Numerous clients also have found that the inclusion of a Nossaman attorney on the project team helps with strategizing how to handle problems when they arise, which often helps avoid future claims.
- **Extensive Public Agency Practice.** Nossaman has deliberately chosen to focus its construction practice on public agency representation. We have an extensive public agency practice, representing more than 200 public agencies and governmental entities at the local, state and federal levels. Through interactions with multiple developers, contractors and engineering firms during the course of contract procurement, implementation and claims resolution, we have gained unique insight into the thinking of contractors, engineering and architectural firms, sureties and lenders involved with large-scale construction projects. This knowledge often proves invaluable when a dispute arises because it allows our client to better understand the motivations and perspectives of the claimant and its stakeholders. In addition,

our dedication to public agencies minimizes the potential for conflicts and avoids the political difficulties that emerge from conflicts. Finally, we are intimately familiar with laws governing public agency activities, such as the Public Records Act, and how those requirements influence disputes.

- **Strong Connection to the City of San Diego.** Nossaman has worked closely with public agencies and private entities that serve San Diego. We were previously selected to serve on the City's bench of legal counsel for water law issues and to provide advice regarding CEQA/NEPA regulations. We also have a long history of providing legal services to SANDAG for projects that benefit the San Diego area and community. This includes procurement and environmental services for the Airport Connector and New Otay Mesa Border Crossing projects and several major eminent domain projects including the Mid-Coast Corridor Transit Project, South Bay BRT Project, Inland Rail Trails Project and the Sorrento Valley Double Track Project. Jill has successfully represented SANDAG in San Diego Superior Court in a bid protest dispute, which was resolved without any delay to the at-issue project. Through this work, we have a deep connection to the community and to San Diego Superior Court and the Southern District of California.

Thank you for your consideration. We look forward to working with the City on the Pure Water program. If you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,



Jill N. Jaffe

Nossaman LLP

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TAB A – SUBMISSION OF INFORMATION AND FORMS

2.1 EXCEPTIONS REQUESTED BY PROPOSER

Nossaman LLP (Nossaman) does not propose any exceptions to the Request for Proposal (RFP) or sample terms.

2.2 CONTRACTOR STANDARDS PLEDGE OF COMPLIANCE FORM

City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (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 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, Contractors 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 a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, 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.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

“Principal” means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

This form contains 10 pages, additional information may be submitted as part of *Attachment A*.

A. BID/PROPOSAL/SOLICITATION TITLE:

Request for Proposal (RFP) for As-Needed Outside Counsel for Pure Water / 10090007-23-V

B. BIDDER/PROPOSER INFORMATION:

Nossaman LLP			
Legal Name		DBA	
777 South Figueroa Street, 34th Floor	Los Angeles	CA	90017
Street Address	City	State	Zip
Jill Jaffe	(415) 438-7275	(415) 398-2438	
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.

Jill Jaffe	Partner
Name	Title/Position
San Francisco, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
Ownership in the firm, <5%	
Interest in the transaction	

Jim Vorhis	Partner
Name	Title/Position
San Francisco, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
Ownership in the firm, <5%	
Interest in the transaction	

Patrick Harder	Partner
Name	Title/Position
Los Angeles, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
Ownership in the firm, <5%	
Interest in the transaction	

Andree Blais	Partner
Name	Title/Position
Los Angeles, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
Ownership in the firm, <5%	
Interest in the transaction	

Liz Klebaner	Partner
Name	Title/Position
Los Angeles, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
Ownership in the firm, <5%	
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

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. Is your firm a non-profit?
 Yes **No**

If **Yes**, attach proof of status to this submission.

3. 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: _____ State of incorporation: _____

List corporation's current officers: President: _____
Vice Pres: _____
Secretary: _____
Treasurer: _____

Type of corporation: C Subchapter S

Is the corporation authorized to do business in California: **Yes** **No**

If **Yes**, after what date: _____

Is your firm a publicly traded corporation? Yes No

If Yes, how and where is the stock traded? _____

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

Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods? Yes No

If Yes, please use Attachment A to disclose.

Please list the following: Authorized Issued Outstanding

- a. Number of voting shares: _____
- b. Number of nonvoting shares: _____
- c. Number of shareholders: _____
- d. Value per share of common stock:

Par	\$	_____
Book	\$	_____
Market	\$	_____

Limited Liability Company Date formed: _____ State of formation: _____

List the name, title and address of members who own ten percent (10%) or more of the company:

Partnership Date formed: 07/01/2008 State of formation: Limited Liability Partnership

List names of all firm partners:

Please see Attachment A for a complete list of firm partners.

Sole Proprietorship Date started: _____

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

Joint Venture Date formed: _____

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

Note: To be responsive, each member of a Joint Venture or Partnership must complete a separate *Contractor Standards form*.

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 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. Are there any claims, liens or judgements that are outstanding against your firm?
 Yes **No**

If **Yes**, please use Attachment A to provide detailed information on the action.

7. 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: Citibank

Point of Contact: Matan Stein, Senior Vice President, Banker, Law Firm Group

Address: 300 S Grand Ave, 31st Floor, Suite 3130, Los Angeles, CA 90071

Phone Number: (213) 239-1567

8. 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.

9. In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.

Business Tax Certificate No.: 0000113159-0001-0 Year Issued: 1985

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.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: Los Angeles World Airports (LAWA)

Contact Name and Phone Number: Erik Ross, (424) 646-7108

Contact Email: eross@lawa.org

Address: 1 World Way, Los Angeles CA 90045

Contract Date: September 2, 2016

Contract Amount: Confidential

Requirements of Contract: Procurement, construction implementation, and construction claims services for APM and ConRAC projects

Company Name: Texas Department of Transportation (TxDOT)

Contact Name and Phone Number: John (Jack) Ingram, (512) 463-8662

Contact Email: jack.ingram@txdot.gov

Address: 125 East 11th Street, Austin TX 78701-2483

Contract Date: May 31, 2013

Contract Amount: Confidential

Requirements of Contract: Contract administration and claims for Grand Parkway and U.S. 181 Harbor Bridge projects

Company Name: Arizona Department of Transportation

Contact Name and Phone Number: Rob Samour, (602) 768-4392

Contact Email: rsamour@azdot.gov

Address: 206 South 17th Avenue, Phoenix AZ 85001

Contract Date: January 19, 2016

Contract Amount: Confidential

Requirements of Contract: Claim dispute and contract administration for the Loop 202 South Mountain Freeway Project, the first P3 project in Arizona

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

Contact Name and Phone Number: _____

Contact Email: _____

Address: _____

Contract Date: _____

Contract Amount: _____

Requirements of Contract: _____

Company Name: San Diego Association of Governments (SANDAG)

Contact Name and Phone Number: Betsy Blake, 619.699.1905

Contact Email: Betsy.Blake@sandag.org

Address: 401 B Street, Suite 800, San Diego, CA 92101

Contract Date: December 8, 2021

Contract Amount: Confidential

Requirements of Contract: Procurement legal services for the Otay Mesa East Port of Entry project

Company Name: California High Speed Rail Authority

Contact Name and Phone Number: Alicia Fowler, 916.261.4102

Contact Email: Alicia.fowler@hsr.ca.gov

Address: 770 L Street, Suite 620, Sacramento, CA 95814

Contract Date: February 1, 2019

Contract Amount: Confidential

Requirements of Contract: Construction and claims counsel on Construction Package 4 for a design-build contract with California Rail Builders

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.

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?

Yes No

If **Yes**, please disclose the names of those relatives in Attachment A.

I. BUSINESS REPRESENTATION:

1. Are you a local business with a physical address within the County of San Diego?

Yes No

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?

Yes No

Certification # _____

3. Are you certified as any of the following:

- a. Disabled Veteran Business Enterprise Certification # _____
- b. Woman or Minority Owned Business Enterprise Certification # _____
- c. Disadvantaged Business Enterprise Certification # _____

J. 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.

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

Please provide the names and information for all subcontractors and suppliers 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 or suppliers will be used, please write "Not Applicable."

Company Name: N/A

Address: _____

Contact Name: _____ Phone: _____ Email: _____

Contractor License No.: _____ DIR Registration No.: _____

Sub-Contract Dollar Amount: \$ _____ (per year) \$ _____ (total contract term)

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: _____

Address: _____

Contact Name: _____ Phone: _____ Email: _____

Contractor License No.: _____ DIR Registration No.: _____

Sub-Contract Dollar Amount: \$ _____ (per year) \$ _____ (total contract term)

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

L. STATEMENT OF AVAILABLE EQUIPMENT:

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. 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, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective matter for the duration of the contract period.

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

- Initial submission of *Contractor Standards Pledge of Compliance*
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement
- Update of prior *Contractor Standards Pledge of Compliance* dated _____.

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 is inaccurate. 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 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.

Jill Jaffe

Name and Title



Signature

3/9/23

Date

**City of San Diego
CONTRACTOR STANDARDS
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.

E.4: The Firm purchases various insurance policies from various insurance companies. Over the last five years, some insurers have ceased offering coverage that the Firm has requested, have refused to renew coverage or have offered unacceptable terms; the Firm therefore purchased insurance policies from other insurers.

F.2: Over the past five years, the Firm has represented a number of public entities and some of those entities have terminated agreements with the Firm, either because the work has been completed, the entity has decided not to proceed with the work or for other reasons.

G.1: With regard to the Firm's professional activities, No. The Firm does not have information regarding civil lawsuits or licensing proceedings (e.g.. divorce actions) involving its partners, officers or managers in their non-professional capacities and thus we cannot respond in that respect.

Please see Attachment A: Partner List

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto 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.

Jill Jaffe

Print Name, Title



Signature

3/9/23

Date

Nossaman LLP Equity Partners

Equity Partner	Address
Adams, Simon	50 California Street, 34th Floor, San Francisco, CA 94111
Barho, Rebecca D.	816 Congress Ave., Suite 970, Austin, TX 78701
Blais, Andr�ee	777 South Figueroa Street, 34th Floor, Los Angeles, CA 90017
Boock, Corey A.	777 South Figueroa Street, 34th Floor, Los Angeles, CA 90017
Brandt-Erichsen, Svend	601 Union Street, Suite 5305, Seattle, WA 98101
Caplicki, Edmund V.	777 South Figueroa Street, 34th Floor, Los Angeles, CA 90017
Coffee, Mary Lynn K.	18101 Von Karman Ave, Suite 1800, Irvine, CA 92612
Costales, Marco D.	777 South Figueroa Street, 34th Floor, Los Angeles, CA 90017
Cousins, Elizabeth L.	777 South Figueroa Street, 34th Floor, Los Angeles, CA 90017
Davis, Brandon J.	777 South Figueroa Street, 34th Floor, Los Angeles, CA 90017
de la Pe�a, Patricia M.	816 Congress Ave., Suite 970, Austin, TX 78701
Dolqueist, Lori Anne	50 California Street, 34th Floor, San Francisco, CA 94111
Dombo, Fred T. III	1666 K Street, NW Suite 500 Washington DC 20006
Dover, Thomas	777 South Figueroa Street, 34th Floor, Los Angeles, CA 90017
Dunning, Ashley K.	50 California Street, 34th Floor, San Francisco, CA 94111
Duran-Brown, Bernadette M.	18101 Von Karman Ave, Suite 1800, Irvine, CA 92612
Erskine, John P.	18101 Von Karman Ave, Suite 1800, Irvine, CA 92612
Flynn, John J.	18101 Von Karman Ave, Suite 1800, Irvine, CA 92612
Fudacz, Frederic A.	777 South Figueroa Street, 34th Floor, Los Angeles, CA 90017
Gee, Byron P.	777 South Figueroa Street, 34th Floor, Los Angeles, CA 90017
Graeler, David	777 South Figueroa Street, 34th Floor, Los Angeles, CA 90017
Hansen, Drew R.	18101 Von Karman Ave, Suite 1800, Irvine, CA 92612
Harder, Patrick D.	777 South Figueroa Street, 34th Floor, Los Angeles, CA 90017
Jaffe, Jill N.	50 California Street, 34th Floor, San Francisco, CA 94111
Joseph, E. George	18101 Von Karman Ave, Suite 1800, Irvine, CA 92612
Kennedy, John T.	621 Capitol Mall, 25th Floor, Sacramento, CA 95814
Klebaner, Elizabeth	777 South Figueroa Street, 34th Floor, Los Angeles, CA 90017
Kojima, Yukiko	777 South Figueroa Street, 34th Floor, Los Angeles, CA 90017
Kramer, Kenneth S.	18101 Von Karman Ave, Suite 1800, Irvine, CA 92612
Kuhn, Bradford B.	18101 Von Karman Ave, Suite 1800, Irvine, CA 92612
Lee, David C.	50 California Street, 34th Floor, San Francisco, CA 94111
Macaulay, Brendan F.	50 California Street, 34th Floor, San Francisco, CA 94111
MacCary, Karla N.	777 South Figueroa Street, 34th Floor, Los Angeles, CA 90017
Maltbie, Amber	777 South Figueroa Street, 34th Floor, Los Angeles, CA 90017
Marcus, Brooke M.	816 Congress Ave., Suite 970, Austin, TX 78701
Meeker, Jennifer L.	777 South Figueroa Street, 34th Floor, Los Angeles, CA 90017
Neuman, Reed W.	1666 K Street, NW Suite 500 Washington DC 20006
Nichols, Gina R.	777 South Figueroa Street, 34th Floor, Los Angeles, CA 90017
Oryol, Yuliya A.	50 California Street, 34th Floor, San Francisco, CA 94111
Papernik, Brian G.	777 South Figueroa Street, 34th Floor, Los Angeles, CA 90017
Rayl, Rick E.	18101 Von Karman Ave, Suite 1800, Irvine, CA 92612
Richard, Patrick J.	50 California Street, 34th Floor, San Francisco, CA 94111
Rubin, Benjamin Z.	18101 Von Karman Ave, Suite 1800, Irvine, CA 92612
Ryan, Christine D.	816 Congress Ave., Suite 970, Austin, TX 78701

Sanders, Gregory W.	18101 Von Karman Ave, Suite 1800, Irvine, CA 92612
Santiago, Simon J.	1666 K Street, NW Suite 500 Washington DC 20006
Schwartz, Douglas W.	777 South Figueroa Street, 34th Floor, Los Angeles, CA 90017
Sékaran, Raja	50 California Street, 34th Floor, San Francisco, CA 94111
Shaverdian, Artin N.	777 South Figueroa Street, 34th Floor, Los Angeles, CA 90017
Smith, Alfred E.	777 South Figueroa Street, 34th Floor, Los Angeles, CA 90017
Smith, Rensselaer J.	18101 Von Karman Ave, Suite 1800, Irvine, CA 92612
Tang, Anna C.	777 South Figueroa Street, 34th Floor, Los Angeles, CA 90017
Vorhis, James H.	50 California Street, 34th Floor, San Francisco, CA 94111
Weiland, Paul S.	18101 Von Karman Ave, Suite 1800, Irvine, CA 92612

2.3 EQUAL OPPORTUNITY CONTRACTING FORMS

AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS

As part of this Contract, the Contractor must provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Contractor in a legal or administrative proceeding alleging that Contractor 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 Contractor has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers.

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

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

Contractor Name: Nossaman LLP

Certified By Jill Jaffe Title Partner



 Name _____ Date 03/09/2023
 Signature _____

ATTACHMENT AA RESPONSE

- On or about August 13, 2014, a former employee of Nossaman's Los Angeles office filed a complaint in state court alleging causes of action for (1) violation of Labor Code section 970, (2) misrepresentation/deceit, (3) breach of contract, (4) breach of implied covenant of good faith and fair dealing, (5) disability discrimination in violation of FEHA, and (6) wrongful termination in violation of public policy. That claim was resolved by mutual agreement of the parties and the court case was dismissed in 2015
- On or about March 30, 2016, a former employee of Nossaman's Los Angeles office submitted a complaint of employment discrimination to the California Department of Fair Employment and Housing, and that agency issued a right-to-sue letter. That claim was resolved by mutual agreement of the parties. There was no litigation arising from that claim.
- On or about September 27, 2016, a former employee of Nossaman's Los Angeles office submitted a claim of discrimination and retaliation to the U.S. Equal Employment Opportunity Commission. That claim was resolved by mutual agreement of the parties. There was no litigation arising from that claim.

With respect to remedial action, Nossaman has undertaken a number of efforts, including the following: expanded and enhanced capabilities for addressing diversity and inclusivity issues among its workforce, routine training of all attorneys, managers and supervisors regarding discrimination and related issues; and consultation with experienced employment counsel regarding terminations of employment and other grievances and issues that may arise in its workforce.

EQUAL OPPORTUNITY CONTRACTING (EOC)

1200 Third Avenue, Suite 200 • San Diego, CA 92101
Phone: (619) 236-6000 • Fax: (619) 236-5904

BB. WORK FORCE REPORT

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

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

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

Name of Company: Nossaman LLP

ADA/DBA: _____

Address (Corporate Headquarters, where applicable): 777 South Figueroa Street, 34th Floor

City: Los Angeles County: Los Angeles County State: CA Zip: 90017

Telephone Number: 213.612.7800 Fax Number: 213.612.7801

Name of Company CEO: N/A

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

Address: N/A

City: _____ County: _____ State: _____ Zip: _____

Telephone Number: _____ Fax Number: _____ Email: _____

Type of Business: _____ Type of License: _____

The Company has appointed: Amy Freeman

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: 777 South Figueroa Street, 34th Floor, Los Angeles, CA 90017

Telephone Number: 213.612.7886 Fax Number: 213.612.7801 Email: afreeman@nossaman.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 Nossaman LLP

(Firm Name)

Los Angeles County, CA hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 3rd day of March, 2023



(Authorized Signature)

Amy Freeman

(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: Nossaman, LLP

DATE: 3/3/23

OFFICE(S) or BRANCH(ES): Los Angeles

COUNTY: Los Angeles

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

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

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

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial	1	3	2	3	2	1	1	0	0	0	11	6	0	0
Professional	1	0	1	1	5	5	0	0	0	0	16	15	1	0
A&E, Science, Computer														
Technical														
Sales														
Administrative Support	0	2	2	11	1	6	0	1	1	1	6	6	1	0
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column	2	5	5	15	8	12	1	1	1	1	33	27	2	0
--------------------	---	---	---	----	---	----	---	---	---	---	----	----	---	---

Grand Total All Employees

113

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

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

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 3

NAME OF FIRM: Nossaman LLP

DATE: 3/3/23

OFFICE(S) or BRANCH(ES): Los Angeles

COUNTY: Los Angeles

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

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

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

TRADE OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														

Totals Each Column														
--------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Grand Total All Employees	<div style="border: 2px solid black; width: 100px; height: 20px; display: inline-block;"></div>													
----------------------------------	---	--	--	--	--	--	--	--	--	--	--	--	--	--

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

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

Work Force Report

HISTORY

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

WORK FORCE & BRANCH WORK FORCE REPORTS

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

MANAGING OFFICE WORK FORCE

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

TYPES OF WORK FORCE REPORTS:

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

¹ One San Diego County (or Most Local County) Work Force – Mandatory in most cases

² Branch Work Force *

³ Managing Office Work Force

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

RACE/ETHNICITY CATEGORIES

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

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

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

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

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

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

Exhibit A: Work Force Report Job Categories – Administration

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

Management & Financial

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

Professional

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

Architecture & Engineering, Science, Computer

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

Technical

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

Sales

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

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers

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

Services

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

Crafts

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

Installers, and Repairers
Woodworkers

Operative Workers

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

Transportation

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

Laborers

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

Exhibit B: Work Force Report Job Categories-Trade

Brick, Block or Stone Masons

Brickmasons and Blockmasons
Stonemasons

Carpenters

Carpet, floor and Tile Installers and Finishers

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

Cement Masons, Concrete Finishers

Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

Construction Laborers

Drywall Installers, Ceiling Tile Inst

Drywall and Ceiling Tile Installers
Tapers

Electricians

Elevator Installers and Repairers

First-Line Supervisors/Managers

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

Glaziers

Helpers, Construction Trade

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

Millwrights

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

Misc. Const. Equipment Operators

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

Painters, Const. Maintenance

Painters, Construction and Maintenance
Paperhangers

Pipelayers and Plumbers

Pipelayers
Plumbers, Pipefitters and Steamfitters

Plasterers and Stucco Masons**Roofers****Security Guards & Surveillance Officers****Sheet Metal Workers****Structural Iron and Steel Workers****Welding, Soldering and Brazing Workers**

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

Workers, Extractive Crafts, Miners

TAB B – EXECUTIVE SUMMARY AND RESPONSES TO SPECIFICATIONS

2.12 – EXECUTIVE SUMMARY

We present a detailed and comprehensive proposal that demonstrates Nossaman's unique experience and advanced knowledge on construction claims, particularly in the context of large infrastructure projects valued at more than \$500 million. After reading our proposal, we hope you agree that Nossaman represents the City of San Diego's (the City) best choice for the position of as-needed outside counsel for the Pure Water program.

Our proposal opens with our response to **2.13 – RFP Response**, where we lead with the experience, education and employment history of our proposed team, led by Jill Jaffe. Our team is comprised of eight attorneys who are prepared to leverage their combined decades of knowledge to benefit the City. The group includes experienced construction claims litigators who specialize in providing advice in the context of complex disputes, as well as support team members who specialize in the delivery of infrastructure using alternative delivery methods and environmental law. This depth of knowledge gives our team the experience, capacity and flexibility needed to assist the City with any issues that may arise relating to the Pure Water program.

This proposal provides a comprehensive description of our experience, which includes all facets of construction claims. Our claims experience also includes design interference or error disputes, hydrology and hydraulic design disputes, challenges to contract technical provisions, delay and disruption claims, acceleration claims, owner interference claims, environmental permitting disputes, right-of-way acquisition disputes, and utility relocation and adjustment disputes. We regularly represent public agency owners in claims made by contractors and designers, including foreign contractors. We also detail several major work examples that provide a complete picture of our capabilities, which include major municipal infrastructure projects in Southern California.

Having highlighted our experience, our proposal then provides the contact information for five client references who will speak to the value and quality of our services, further highlighting our firm's qualifications. We also provide a description of our history, our dedication to promoting diversity and pro bono work and our work in the San Diego region. Additionally, we provide responses to the required RFP disclosures regarding conflicts, firm insurance policies, past claims, pending litigation, debarment and disciplinary actions.

We close our proposal with a cost proposal that includes proposed blended rates for partners and associates. We are committed to providing the best possible legal services to our public clients without overwhelming their budgets, and the rates we present reflect that commitment.

We believe that our proposal demonstrates our capabilities, the quality of our team and the value that the City would receive if we are selected. We would be honored to have the opportunity to apply our experience and knowledge to the City's Pure Water program.


2.13 – RFP RESPONSE

E.1 Team Member Information

Nossaman recognizes the importance of staffing matters to meet the needs and goals of the client. We have a deep bench of attorneys and legal industry professionals that can deliver the range of services needed by the City, including for contract administration, small disputes or large disputes. We are mindful in selecting a team that possesses the necessary experience and staffing power to deliver high-quality work product and services in an efficient and cost-effective manner.

Our core team includes partners Jill Jaffe, Jim Vorhis and Patrick Harder and associates Paolo Hermoso, Gabriela Pérez and Maya Hamouie. They will provide the primary legal services under this RFP. The core team will be supported by resource partners Andrée Blais and Liz Klebaner. They will be available to provide additional information and assistance to our core team when needed.

Below is a brief summary of our team members’ experience and their roles. More detailed resumes for our proposal team are included under [Appendix A: Resumes](#).

NOSSAMAN LLP	
CORE TEAM	
<p>Jill Jaffe Partner. Jill is a litigator who specializes in public contract administration and disputes involving public works construction projects. Jill has particular experience counseling clients on myriad aspects of public contracting and procurement disputes, including in arbitration, before disputes boards and in court. Her construction claims experience includes representing clients before dispute review panels and boards in multiple states and in high-stakes disputes on the various issues that arise in the context of a complex infrastructure project, including design interference, hydraulic and hydrologic technical requirements, utility adjustments and relocations, environmental permitting, environmental re-evaluations, design interference claims, material pricing, force majeure events and delay and disruption claims. Jill’s representation experience includes the Texas Department of Transportation (TxDOT), the Arizona Department of Transportation (ADOT), the Los Angeles METRO, the Transportation Corridor Agencies, the California High-Speed Rail Authority (HSRA), the City of Modesto, and the Los Angeles Department of Water and Power.</p> <p>She also provides general counsel services to public transportation agencies on a wide variety of matters, including construction contracts, alternative procurement processes, the Brown Act and the Public Records Act.</p> <p>Education: Jill received her B.S. from the University of California, Santa Barbara and her J.D. from the University of California, Berkeley School of law</p>	

Employment History: Nossaman LLP 2012 - present

Affinity Groups: Women’s Affinity Group, Working Parent’s Affinity Group



James Vorhis | Partner. Co-Chair of Nossaman’s Insurance Recovery & Counseling Group, Jim is a business litigator assisting clients in finding solutions to a wide range of disputes, with a particular emphasis on complex civil litigation in state and federal courts. His commercial litigation practice consists principally of business disputes involving insurance coverage, construction and financial services issues.

Jim represents a variety of public agency clients in construction, insurance and litigation-related issues, including advisory work related to Owner Controlled Insurance Programs. His public agency client representation includes the Texas Department of Transportation, Arizona Department of Transportation, California High Speed Rail, Los Angeles METRO, CalPERS, Maryland Transportation Authority, the San Francisco County Transportation Authority and the Santa Clara Valley Water Agency, among others.

Jim has successfully represented clients in all phases of litigation, and has developed experience managing complex discovery issues, conducting and defending depositions, and briefing and arguing major dispositive motions. He has helped clients achieve significant recoveries in several high-profile trials. Jim also is experienced representing clients in alternative dispute resolution proceedings.

Education: Jim received his B.A. from the University of California, Berkeley and his J.D. from the Loyola Law School

Employment History: Nossaman LLP 2006 - present

Affinity Groups: Working Parents Affinity Group

Patrick Harder | Partner. Chair of Nossaman’s Infrastructure Group, Patrick offers the benefit of his more than 30 years of legal experience managing cutting-edge procurements for public agencies. Patrick is widely known for leadership in the field of public construction, including the use of public-private partnerships (P3s) and other innovative project delivery methods. Patrick also has extensive experiences in prosecuting and defending construction claims of all types. Patrick’s deep private sector background broadens his perspective in assisting public clients. Before joining the Firm, he served as general counsel for two of the world’s largest construction and engineering firms, both based in Japan.



Patrick led the Nossaman team that advised the Port Authority of New York and New Jersey on the LaGuardia AirTrain Development Project, the Battery Park City Authority on its resiliency program feasibility study, the University of California on the UC Merced 2020 Campus Expansion Project, as well as Los Angeles World Airports (LAWA) on their \$2 billion Consolidated Rent-a-Car (ConRAC) and \$4.9 billion Automated People Mover (APM) projects. He has also served as lead advising the Florida Department of Transportation (FDOT) on the I-4 Ultimate project and the PortMiami Tunnel.

Patrick is an adjunct professor for graduate students at the University of Southern California’s Viterbi School of Engineering and the Price School of Public Policy. He serves as a member of the advisory board of Cornell University’s Program in Infrastructure Policy.

Patrick is Band 1 Chambers-rated nationally and globally in the field of P3s.

Education: Patrick received his B.A. from Loyola Marymount University and his J.D. from the University of California, Los Angeles School of Law

Employment History: Nossaman 2004 - present

Affinity Groups: Diversity, Equity & Inclusion Committee, Racially & Ethnically Diverse Affinity Group



Paolo Hermoso | Associate. Paolo is a litigation attorney who represents clients in an array of real estate and commercial disputes across the public and private sectors. He also has significant experience representing clients spanning the breadth of the construction industry, including owners, contractors, subcontractors, design professionals and sureties, in a variety of complex litigation matters. He has resolved millions of dollars in claims arising from the construction and operation of

various properties, including a mine site area water treatment plant, a public-works student housing project, a neurosciences research facility and a regional transportation hub. He has significant litigation experience in both federal and state courts, as well as domestic arbitrations.

Education: Paolo received his B.A. from the University of California, Davis and his J.D. from the University of California, Davis School of Law

Employment History: Nossaman 2021 - present; Varela, Lee, Metz & Guarino LLP 2019-2021; Radoslovich Shapiro PC 2017-2019

Affinity Groups: Pro Bono Committee, Diversity, Equity & Inclusion Committee, Racially & Ethnically Diverse Affinity Group

Gabriela Pérez | Associate. Gabriela represents clients in complex commercial public sector litigation in both federal and state courts. In this role, she has been involved in drafting pre-trial motions, pleadings and discovery requests and responses. Gabriela has been a member of Nossaman’s litigation team for the City of Los Angeles Harbor Department for real estate matters, including as the lead associate on the (Harbor Performance Enhancement Center) HPEC cases, and has worked on matters for such clients as the City of Los Angeles, City of Santa Clara, the San Diego Association of Governments (SANDAG) and ADOT. She is also a member of the LAWA insurance recovery team.



In addition to her experience in general business and real estate litigation, she has represented public sector clients in matters involving the False Claims Act, the California Public Records Act and the Anti-Strategic Lawsuit Against Public Participation law.

Education: Gabriela received her B.A. from the University of California, Los Angeles and her J.D. from the Loyola Law School

Employment History: Nossaman 2018 - present

Affinity Groups: Pro Bono Committee, Women’s Affinity Group, Diversity, Equity & Inclusion Committee, Racially & Ethnically Diverse Affinity Group, Recruiting Committee



Maya Hamouie | Associate. Maya is an associate in the Real Estate Group in Nossaman’s Los Angeles office. She focuses her practice on real estate, construction and commercial disputes in both state and federal courts, representing both public and private sector clients. Maya’s litigation experience includes working with expert witnesses; drafting complaints, counterclaims, dispositive motions and written discovery; negotiating and litigating discovery disputes; managing large-scale electronic document reviews and productions; assisting in arbitrations; and preparing cases for trial.

Maya serves as the Young Professional Committee Chair for International Right of Way Association (IRWA) Chapter 1.

Education: Maya received her B.A. from the University of Texas, Austin and her J.D. from the University of Houston Law Center

Employment History: Nossaman LLP 2018 - present; Brown Sims 2016 – 2018

Affinity Groups: Pro Bono Committee, Women’s Affinity Group

RESOURCE TEAM

Andrée Blais | Partner. Andrée focuses on delivering major public infrastructure projects through alternative delivery methods such as P3s and construction manager/general contractor (CMGC). Andrée was a key member of the legal teams advising on LAWA’s APM and ConRAC facility P3 projects, the Sonoma Government Center P3, and the Merced 2020 P3 Project. All of these California projects use DBFOM P3 models. She offers the additional benefit of substantial infrastructure experience in Canada – a country with a well-established approach to P3 delivery.



Andrée worked with the Design-Build Institute of America (DBIA) and leading industry participants to develop a P3 training program that is now part of the DBIA’s curriculum, and she co-authored a chapter in the 13th Edition of Design-Build, Public-Private Partnerships and Collaboration Handbook (Wolters Kluwer, March 1, 2022).

Andrée has won numerous awards, including individual recognition for P3 projects in 2022 by Chambers USA, being recognized as a Transportation MVP in 2022 by Law360, being named as a “Banking and Finance Visionary” honoree by the Los Angeles County: Banking and Finance – Trends, Updates, Visionaries, Los Angeles Times B2B Publishing 2022, being recognized as a West Trailblazer in 2022 by The American Lawyer, and being named a “Legal Visionary” honoree by the Business of Law, trends, Updates, Visionaries & In-House Counsel Leadership Awards, Los Angeles Times B2B Publishing 2021.

Education: Andrée received her B.A. from the University of Saskatchewan, her LL.M from the Osgoode Hal Law School of York University and her J.D. from McGill University.

Employment History: Nossaman 2014 – present

Affinity Groups: Women’s Affinity Group



Liz Klebaner | Partner. Liz advises private and public agency clients on a variety of complex land use and environmental matters, including CEQA, NEPA, California Coastal Act, Williamson Act, Subdivision Map Act, Planning and Zoning Law, Public Records Act, and federal and state environmental regulatory compliance. Liz also litigates in state and federal court. Liz’s coverage of new CEQA legislation and other CEQA-related developments has appeared in Law 360, trade publications and

in online and print environmental law news outlets. Liz also frequently speaks on CEQA, NEPA and coastal law matters.

Education: Liz received her B.A. from Pomona College and her J.D. from the University of California, Hastings College of Law.

Employment History: Nossaman LLP 2014 - present; Adams Broadwell Joseph & Cardozo 2009-2014

Affinity Groups: Pro Bono Committee, Women’s Affinity Group

E.2 Firm Experience

Construction Law

Nossaman is home to one of the most accomplished public construction practices in North America. With a team of **21 dedicated construction attorneys**, we focus our practice on representing public agency owners in connection with major infrastructure projects. In the construction claims and litigation space, we assist public project owners with contract administration, in assessing and negotiating change orders, examining situations likely to lead to claims for additional money or time, and providing recommendations on how to mitigate and/or avoid such claims on projects. In that capacity, we regularly advise clients on construction claims exceeding \$100 million. We are intimately familiar with local, state and federal procurement/construction requirements and best practices. Our team combines experience in drafting and negotiating construction contracts with real-world experience interpreting construction contracts in the course of prosecuting and defending a wide variety of construction claims.

Our construction disputes experience includes terminations of contracts for default and convenience, defending against claims for additional time or money and prosecuting claims against entities involved in the construction process, including design firms. We regularly conduct legal and contractual analysis to develop defense strategies against contractor claims, evaluate contractor and consultant records to determine the validity of the amounts claimed and analyze intricate scheduling and pricing issues associated with delay claims. Specific issues include:

- Design interference
- Owner overreach in the design or construction process
- Utility adjustments and relocations
- Third-party facility relocations
- Environmental permitting
- Environmental re-evaluation
- Right-of-way acquisition
- Force majeure
- Change-in-law
- Geotechnical
- Hydraulic and hydrologic design
- Insurance
- Delay, disruption and acceleration claims
- Assessment of liquidated damages

In the event that an amicable resolution of a claim is not possible, we are experienced in representing public agencies in mediations and in adversarial proceedings, including before arbitrators, dispute review boards, project neutrals and state and federal courts.

In the context of the Pure Water program, Nossaman would partner with the City to address any disputes, claims or challenges that may arise in connection with the program, including any of the following issues:

Construction Management Practices: Often when a project is not proceeding as planned, contractors and/or designers develop claims aimed at the owner's management of the project. These claims include design interference, owner overreach, or interference with project construction. Typically, these claims are associated with disruption, loss of productivity, delay and/or acceleration damages. When faced with these claims, we work with our clients to analyze the cause of the project inefficiencies from our clients' perspectives. We then assist our clients in developing a clear record and, as part of that effort, emphasize the import of requesting detailed written communication from the contractor to document its position on any areas of dispute. Our clients benefit from specificity, because it permits them to either mitigate or remediate any issues or, where the root cause is due to acts or omissions by the contractor, better defend against such claims.

Engineering Errors and Omissions: We have represented public agency owners faced with projects that experience major design issues. These disputes are challenging to bring as a project owner because design firms are granted deference unless an applicable specification has been violated. Typically, design issues in complex and novel projects are not clear-cut, and require retaining an experienced and reputable third-party subject matter expert to examine the design error. Our first course of action is to interview the subject matter experts to learn the details of the design issue. Once armed with a strong understanding of the design issues, we work with client projects teams and third-party subject matter experts to examine the design error and clearly explain why the error violated the standards set forth in the applicable contract.

California Labor Code and Public Contract Code Advice: We are experienced in the drafting and negotiation of project labor agreements, and have drafted such agreements for our clients in connection with multiple projects, including the Inglewood Transit Center project for the City of Inglewood and the Gerald Desmond Bridge project for the Port of Long Beach. We possess deep experience in the drafting and implementation of workforce development programs, programs to encourage the participation of small business and disadvantaged business enterprises on large public projects, bond support programs, business mentorship programs and similar labor initiatives.

Owner Controlled Insurance Programs (OCIP): During the course of representing scores of project owners on large-scale infrastructure projects, Nossaman has experience with various insurance programs, including Owner Controlled Insurance Programs and Contractor Controlled Insurance Programs. We provide advice to clients looking to obtain and manage insurance through such programs and frequently work with brokers and claim managers.

Approach to Contract Administration:

It has been our experience that the best way to address construction and contract disputes is to take steps at the outset through careful and comprehensive contract drafting to support our

client's risk allocation objectives should formal dispute resolution proceedings become necessary. As the project progresses, our clients often ask Nossaman to have a litigator involved with project-related discussions on a regular basis (weekly, bi-weekly or monthly) to assist in analysis and strategy as new problems develop and to ensure that the project record is represents our clients' positions on possible claims. This often helps to avoid or minimize claims. In the contract administration capacity, we help the project team interpret applicable contract documents, review and draft correspondence between the parties, review and draft change orders and directive letters, and provide advice to ensure that the record contains contemporaneous documents that our client can use to support its position. We also provide critical strategic counselling on how to organize and present a defense to the claims that will inevitably arise on any construction project.

Approach to Construction Claims:

We have found that often the most efficient method for digging into a complex construction claims dispute is by conducting an initial site visit—to meet with our client, the project management team and, importantly, to meet the engineers who are working on the project every day. We then work closely with our client and the project management team, as appropriate, to navigate through project records efficiently and to develop an understanding of the factual underpinnings of a dispute. Our approach includes conducting an analysis of the contract terms, prior dealings with the contractor, the factual record and applicable law to determine how best to defend against contractor claims and whether and how best to pursue other parties. We also evaluate contractor and consultant records to determine the validity of the amounts claimed and assist with the intricate schedule analyses associated with delay claims.

In addition, we have established relationships with expert consultants and, where warranted, bring in experts early to help drive the discovery process. We find that early expert involvement helps target discovery and fact witness depositions towards the key issues and expedites the fact discovery process. Moreover, most complex construction disputes are “expert heavy” and having the right experts on the team often has a significant influence on the likelihood of success.

With a long history of achieving favorable results in construction disputes, our attorneys understand firsthand the importance of focusing on the unique aspects of each claim. By concentrating on the critical and unique issues early in each dispute, we have been able to achieve the effective and efficient resolution of claims using various forms, including formal litigation in state and federal courts, arbitration and mediation. We will leverage this understanding and experience, along with our familiarity with the City's unique needs, to deliver quality and cost-effective dispute resolution results.

We are prepared to assist the City with construction disputes related to the Pure Water program immediately.

A list of representative sample of our experience with construction claims and litigation begins on the following page.

U.S. 181 Harbor Bridge Replacement Project

Contractor/Design-Builder: Flatiron/Dragados LLC (FDLLC) (Flatiron Constructors and Dragados USA; Arup-CFC LLP is the lead designer and Stantec Consulting Services is a key designer)

Client: TxDOT

Contract Value: \$800 million

Nossaman's Role: Contract Administration and Claims Counsel

Background: Nossaman is advising on the replacement of the nearly 60-year-old Harbor Bridge with a new structure that will be the longest cable-stayed bridge in North America. The \$800 million project includes the new bridge, demolition of the existing structure and reconstruction of portions of U.S. 181, I-37 and the Crosstown Expressway. We are currently representing TxDOT in connection with multiple claims. The first group of claims is valued at over \$300 million claims by the design-builder and pertains to environmental permitting, drainage design, right-of-way acquisition, technical provisions and requirements, and other matters. The contractor has also pursued claims due to TxDOT's direction to remove the engineer of record for the New Harbor Bridge (originally Figg Engineers). Several of these claims are highly technical and relate to the foundation design for the New Harbor Bridge. TxDOT challenged the capacity of the foundation for the bridge and ultimately retained Systra International Bridge Technologies (IBT) to conduct an independent review of the bridge design. IBT released a report, now public, regarding the bridge that included unfavorable findings regarding the design. In addition to disputes regarding the technical issues, the contractor has pursued delay and disruption claims against TxDOT.

Resolution: FDLLC has agreed to address all concerns raised in the IBT reports at its own expense and to TxDOT's satisfaction. Due to this commitment, TxDOT and FDLLC have stayed all dispute proceedings to promote coordination between the parties.

Automated People Mover Facility

Contractor/Design-Builder: LINXS Constructors (a joint venture including Fluor Enterprises, Balfour Beatty, Flatiron West, and Dragados USA)

Client: LAWA

Contract Value: \$2.2 billion

Nossaman's Role: Transaction Counsel, Contract Administration and Claims Counsel

Background: Nossaman is currently advising on construction implementation for the \$4.9 billion APM, which will help improve access into and out of the world's busiest origin / destination airport. Most recently, we assisted LAWA in defending three separate \$100 million+ claims

through alternative dispute resolution proceedings. The claims involved a dispute over the applicable seismic design standards for the automated people mover stations, a dispute over relocation of the primary electrical cables serving Los Angeles International Airport, and a dispute over delays associated with contractually mandated flood control measures. Working with the technical team, we delved into the intricate technical issues in dispute and developed contract-based defenses to each claim. We wrote the corresponding briefs used in the dispute resolution proceedings and provided key advice to the client throughout the course of the proceedings. Prior to contract execution, our services for this innovative project included drafting the procurement and contract documents, aiding the City in drafting and obtaining needed ordinances, briefing LAWA management, Board members and other City officials on various project-related topics, facilitating evaluations and managing commercial and financial close. The design – build – finance – operate – maintain (DBFOM) contract for the APM project was the first instance of the City entering into an availability-payment P3 and the first time any public agency has used this delivery model for an automated people mover.

Resolution: The three large disputes were resolved favorably for LAWA without the need for litigation and we drafted the relevant change order to effectuate the negotiated resolution.

Consolidated Rent-a-Car Facility ConRAC

Contractor/Design-Builder: LA Gateway Partners (PCL Construction Services, PGAL and AC Martin)

Client: LAWA

Contract Value: \$1 billion

Nossaman's Role: Transaction and Claims Counsel

Background: Nossaman serves as lead outside counsel to LAWA for claims and disputes in connection with the \$2 billion contract for the design, construction, financing, operation and maintenance of a ConRAC at Los Angeles International Airport. To date, this work has including advising on a number of significant claims, including analyzing entitlement and damages issues associated with a claim in excess of \$40 million involving a change in the structural elements of the facility. While the change will help to facilitate more flexible operations by the rental car company tenants (who requested the change), the design-built contractor claimed that the change would impact the cost and schedule for construction. We continue to work with LAWA in managing claims on this complex project.

Resolution: The claim resolved favorably for LAWA without the need for litigation.

Grand Parkway, Segments H, I – 1 and I – 2

Contractor/Design-Builder: Grand Parkway Infrastructure (Ferrovial Agroman, Webber LLC and Granite Construction)

Client: TxDOT

Contract Value: \$1 billion

Nossaman's Role: Contract Administration and Claims Counsel

Background: Nossaman is advising on a \$1 billion, 52-mile portion of the Grand Parkway (SH 99). Nossaman represented TxDOT on preparation of both the procurement and contract documents for the project. Our focus is currently assisting with contract administration and claims management in connection with a Dispute Board process.

After former President Trump instituted steel tariffs in early 2018, the developer of the project requested a \$16 million Change Order seeking costs associated with increased steel prices based on the theory that the tariffs constituted a Change in Law and Force Majeure Event. Ultimately, the matter went to a Disputes Board with approximately \$11 million in dispute. This was the first time TxDOT has ever participated in a Disputes Board proceeding. After nearly a year of litigating the claim in consultation with the Texas Attorney General's Office, the Board issued a full defense victory on behalf of TxDOT. The Board pulled much of its decision from the post-arbitration briefing Nossaman submitted. In addition, the Board agreed with much of TxDOT's presentation of the evidence and even threw out the opinion of the developer's expert—a seasoned economist in Texas who regularly testifies in front of Congress.

More recently, the contractor has pursued approximately \$100 million in claims pertaining to the COVID-19 pandemic and a crude oil pipeline utility adjustment. Nossaman has provided advice and counseling since the inception of the dispute, and will represent TxDOT before the Disputes Board.

Resolution: Nossaman received a complete defense verdict for TxDOT on the material price increase dispute. The other disputes are pending.

Loop 202 South Mountain Freeway

Contractor/Design-Builder: Connect 202 Partners LLP (Fluor Enterprises, Granite Construction, and Ames Construction; WSP was lead designer)

Client: ADOT

Contract Value: \$1.7 billion

Nossaman's Role: Claims Counsel

Factual Background: Nossaman advised on disputes pertaining to the single largest contract in ADOT's history. The disputes pertained to certain utility adjustments required to construct the project, including analysis of the potential claim and advice with respect to pre-litigation strategy. Nossaman drew on its significant expertise in design-build and alternative project delivery as well as its litigation expertise to provide sound strategic advice and persuasive work product. Nossaman has significant experience coordinating representation with state attorney general's offices to provide efficient advice that is well versed in procedural rules and requirements of the local jurisdiction, and did so for ADOT. The disputes also included issues pertaining to the completion of all documentation and reaching final acceptance on the Project.

Resolution: This dispute successfully settled before the contractor filed a lawsuit against ADOT.

Construction Package 4

Contractor/Design-Builder: California Rail Builders (Ferrovial Agroman West and Griffith Company)

Client: California High-Speed Rail Authority

Contract Value: \$450 million

Nossaman's Role: Contract Administration

Factual Background: Nossaman advises on key elements of the Authority's high-speed train system connecting the state's major urban centers. Specifically, we provide hands-on advice on the administration of a 22-mile design-build contract with California Rail Builders (Ferrovial). Our current work for the Authority includes participating in weekly risk management and steering committee calls, providing input and guidance on correspondence and change orders, advising on potential claims and the applicability of portions of the Public Contract Code. In this capacity, Nossaman provides this strategic guidance on myriad issues, including third-party facility relocations, utility relocations, environmental permitting, design deviations, time-impact analyses and delay claims and acceleration claims.

Resolution: All claims to date have resolved without the need to proceed to arbitration or litigation.

I-4 Ultimate

Contractor/Design-Builder: I-4 Mobility Partners: Skanska USA Civil Southeast, Inc., Granite Construction Company, Lane Construction Corporation

Client: FDOT

Contract Value: \$2.4 billion

Nossaman's Role: Transaction Counsel, Contract Administration and Claims Counsel

Factual Background: Nossaman serves as outside counsel to FDOT in connection with the \$2.4 billion I-4 Ultimate Managed Lanes Project in Orlando, Florida. Our work initially involved developing and negotiating the contract and procurement documents for this high-profile, 21-mile project to reconstruct free lanes and add managed tolls on the largest interstate highway in the Orlando area. After the project was under construction, we represented FDOT in connection with two \$180 million+ disputes regarding claimed delays and other impacts experience by the design-build contractor.

Resolution: Significant components of the disputes were resolved through mediation in which Nossaman played a key role as counsel to FDOT. Another component of the dispute remains unresolved and is now the subject of litigation in the Judicial Circuit Court in Orlando.

Oso Bridge Project

Contractor/Design-Builder: Ortiz Enterprises (Jacobs is the construction manager)

Client: Orange County Transportation Corridor Agencies (TCA)

Contract Value: \$20 million

Nossaman's Role: Claims Counsel

Factual Background: We routinely provide litigation support to TCA as general counsel. In addition, Nossaman has represented TCA in complex construction claims cases involving disputes regarding the scope of the highway construction work, obligations to implement requirements of environmental approvals and other issues. We recently have provided advice before a disputes board concerning a construction claim arising from the construction of the Oso Bridge, and that claim has proceeded to litigation. This claim involves two components, a delay claim associated with certain change order work and a claim by the contractor that TCA required more work than was necessary to repair the contractor's nonconforming work. TCA has submitted a cross-complaint to recover costs it incurred in connection with the nonconforming work.

Resolution: This dispute is currently pending in Orange County Superior Court.

UC Merced 2020 Campus Expansion Project

Contractor/Design-Builder: Webcor Builders, Skidmore, Owings & Merrill

Client: Regents of the University of California

Contract Value: \$1.3 billion

Nossaman's Role: Contract Administration

Factual Background: We were the leader of the legal team that advised the University of California on a \$1.3 billion P3 project that doubled the size of its Merced campus with the addition of new facilities, including student housing, classrooms, recreational facilities and associated infrastructure. The award-winning project is the first university availability payment P3 to close in the United States. The project achieved substantial completion on schedule and on budget in June 2020 and was certified as Leadership in Energy and Environmental Design (LEED) platinum, making it the first public research university to be certified as carbon neutral. Nossaman's services included assisting with structuring the procurement, drafting and finalizing procurement and contract documents and developing the evaluation process. Nossaman continues to advise the University on legal issues arising from the implementation of the project, including construction claims and disputes over the University's assessment of non-compliance points and payment deductions.

Resolution: Disputes were resolved through negotiations in which Nossaman played a key role as counsel to the University.

Foothill Extension Project

Contractor/Design-Builder: Kiewit-Parsons, a JV (a joint venture between Kiewit Infrastructure West Co. and Parsons Construction Group Inc.)

Client: Metro Gold Line Foothill Extension Construction Authority

Contract Value: \$800 million

Nossaman's Role: Claims Counsel

Factual Background: Nossaman has advised the agency on projects to develop the Metro Gold Line since 2000. The busy light rail system currently serves riders from Union Station in downtown Los Angeles to the APU/Citrus College Station in Azusa. We are currently advising the Authority on the 24-mile Foothill Extension, which is continuing the line eastward from Pasadena through the region's foothill cities. Phase 2A of the project, which began service in March 2016, extended the line to Azusa and added 11.3 miles of new track along with six new stations and an operations and maintenance facility. Phase 2B of the rail project will extend the system further east as far as Montclair. As claims counsel, we have advised Metro Gold Line Foothill Extension

Construction Authority (Authority) with respect to a series of claims stemming from the COVID-19 pandemic. Nossaman's strategy focused on reducing the overall scope of the claims.

Resolution: The claims are still pending; however, the Authority has been successful in reducing the overall exposure to COVID-19 claims.

Procurement and Alternative Delivery

Nossaman's internationally recognized Infrastructure Group is the most experienced practice in the U.S. representing public agencies in alternative delivery transactions for infrastructure projects. We have advised on more than \$100 billion in large and complex projects in various sectors of infrastructure for public agencies across the country. We work with public agency clients from the earliest planning stages of project development and delivery method selection through procurement, contract negotiation, construction, dispute resolution and project operation and maintenance. Further, our team has extensive experience with a full range of alternative delivery models that combine design and construction scopes with long-term, performance-based facilities operations and maintenance and private and/or public financing structures.

Our P3 projects are a key cornerstone of our practice. As pioneers in the planning, development and implementation of P3 and of all variations of design-build (DB), we have the largest portfolio of U.S. P3 and DB program support and project procurements of any law firm in the country. P3s for higher education and other social infrastructure are a particular area of focus for our practice. For nearly three decades, Nossaman has been at the forefront of representing owners on large-scale infrastructure and development projects using tailored, innovative approaches. Nossaman has counseled public owners on projects using a wide variety of different delivery structures including DB and its variations, P3s, lease/leasebacks and other real estate development structures.

Through our work on some of the largest and most complex public works projects in the United States, Nossaman has been instrumental in helping clients navigate the intricacies of alternative project delivery using creative and highly customized procurement, contracting and financing approaches. Our experience includes a multitude of social infrastructure projects, including water and utilities structures, post-secondary campuses, bundled schools projects, administrative buildings, medical facilities, courthouses, prisons, police and fire stations and other civic facilities delivered through a variety of methods. We have a deep understanding of the unique challenges that educational institutions and public agencies face in seeking innovative and cost-effective ways to fund critical infrastructure assets while simultaneously protecting stakeholder and public interests.

In addition, we frequently advise our clients regarding the procurement of general engineering consultants or program construction management teams. In so doing, we have substantial experience preparing request for proposal documents for professional services contracts, including engineering, insurance and specialty consulting contracts.

Our clients benefit from the lessons we have learned through our extensive project development work. Nossaman guides clients through the entire project delivery process, including:

- Advising on the appropriate delivery method based on project needs, whether it be design-build, design-bid-build, lease-leaseback, P3s or early contractor delivery models such as pre-development agreement (PDA), progressive Design-Build or contraction manager at risk (CMAR) and CMGC;
- Advising public agencies on their legal authority to implement alternative financing and procurement structures and developing detailed compliance checklists to ensure compliance with legislative requirements;
- Assisting with the development of a viable private and public/tax-exempt funding and financing strategies that attract market interest, and addressing issues relating to state and federal funding;
- Developing procurement strategy and structuring of procurements;
- Assisting with the administration of evaluation and selection procedures to allow project owners to consider, in a transparent way, factors other than price in contractor selection;
- Drafting and reviewing requests for qualifications (RFQs), RFPs and contract documents that have become industry standards;
- Conceiving and implementing sophisticated risk allocation strategies that maximize value for our agency clients, while protecting the public interest and driving competition;
- Assisting with the development of innovative diversity and inclusion programs for design, construction, operations and maintenance work and incorporation of project labor agreement requirements into competitive P3 procurements;
- Supporting the development of performance-based strategies and requirements, including AP/DBFOM concessions, together with associated payment adjustment and noncompliance regimes;
- Working in close collaboration with technical consultants to develop and refine technical volumes as part of an overall package of contract documents;
- Conforming the technical volumes with the commercial documents (the contract) to ensure that there is no duplication or inconsistency between the various components of the contract package;
- Guiding our clients through the procurement process, negotiations and contract award;
- Handling commercial close of transactions following selection of a developer team and advising clients through financial close, including reviewing bank and bond debt and equity contribution documents. For publicly financed transactions, we support the financial closing

process, including assistance with disclosure documents, bond/indenture/loan agreements and bond pricing/road shows;

- Assisting in negotiation of cooperative and other inter-governmental agreements, utility agreements and other third party agreements necessary for projects;
- Helping develop project risk mitigation and management strategies, including providing internal training for agency and consultant staff supporting the project on contract administration techniques;
- Monitoring compliance with applicable contract and legal requirements;
- Providing analysis of potential change orders and assisting agencies with change order negotiations;
- Assessing claims and disputes;
- Advising on matters relating to performance security and surety issues;
- Assisting with any project-insurance related issues;
- Advising on issues pertaining to building codes and permitting requirements and special rules in California related to sovereign immunity under Government Code Section 830.6 for design approvals; and
- Providing strategic guidance and litigation services for construction and operations/maintenance matters, including National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) challenges, design and construction defects, contract disputes, defense of third party claims, inverse condemnation and termination matters.

Below is a representative sample of our experience with alternative procurements.

- **East County Advanced Water Purification (ECAWP) Joint Powers Authority (JPA) – East County Advanced Water Purification Project.** Nossaman is advising the JPA in the development of three progressive-design-build / transitional operations packages which will provide East San Diego County with a new, safe, sustainable and drought-proof water supply using state-of-the-art technology and potable reuse. ECAWP is a collaborative partnership between the Padre Dam Municipal Water District, the San Diego County Sanitation District, the City of El Cajon and Helix Water District through a JPA Agreement. Once online, the ECAWP Project is anticipated to treat the combined 2025 wastewater flow of approximately 15 million gallons per day (MGPD) and produce up to 12,880 acre-feet per year or 11.5 MGPD, of new, safe, reliable, and locally controlled potable water supply. This represents approximately 30 percent of East County's water demand. The contract was awarded in October 2020. Our services include advising on all aspects of the procurement including

structuring the transaction, drafting the RFQ, RFP and progressive-design-build/transitional operations contracts.

- **City of Los Angeles, Department of Public Works, Bureau of Sanitation – Advanced Water Purification Facility.** Nossaman is advising the Los Angeles City Attorney's Office with a procurement of a progressive design-build contract by the City's Bureau of Sanitation, for an Advanced Water Purification Facility (AWPF) at the Hyperion Water Reclamation Plant (HWRP). As part of the City's long-term water management objectives of "fully" reusing water from the HWRP, the Project is being implemented to treat and supply water to be reused at facilities operated by the LAWA, as well as other nearby uses. The Project consists of an advanced water purification facility that will treat primary effluent from the HWRP to high-quality, nitrified denitrified reclaimed water suitable for all reuse applications envisioned by LAWA. The Project will result in the implementation of 1.5 to 3.0 MGD of treated water capacity, with the ability to expand to a build-out capacity of 5.0 MGD. The Project will also include a 1,000,000-gallon underground tank for storage of product water, and a 2.5 MGD (firm capacity) pump station for transfer of product water to LAWA. Our services include review of enabling authority, assistance with procurement strategy and risk allocation, and drafting of procurement and contract documents.
- **Veolia Water – Concessions/P3.** Nossaman has served as legal advisor on the precedent-setting use of a P3 structure for a water/wastewater project in Rialto, CA. The approximately \$175 million transaction was bond financed through a private placement and an approximately \$26 million equity contribution. The 30-year concession agreement provides for approximately \$40 million of near-term capital improvements, long-term operations and maintenance of water/wastewater facilities, and potential future capital improvements. Our services included helping to negotiate and document all project agreements involving the client.
- **The Regents of the University of California – UC Merced 2020 Campus Expansion Project.** Nossaman advised the University of California on this high-profile project to accommodate growth of the university's newest campus from 6,700 students in 2016 to 10,000 students by 2020. The \$1.3 billion project, procured as an availability payment-based P3, added approximately 790,000 assignable square feet of a mix of new revenue-generating and non-revenue generating facilities, including student housing, administrative and research space, classrooms and recreational centers and associated infrastructure. Following a best and final offer phase, which included negotiation with the ultimately successful Plenary-led consortium, the project quickly reached commercial and financial close in August 2016, and achieved substantial completion on schedule and on budget in June 2020. As the first university campus expansion in the U.S. undertaken using the availability payment P3 model, the successful project serves as a template for other colleges seeking to expand or rehabilitate their campuses. Our services included assisting with structuring the procurement, drafting and finalizing procurement and contract documents, and developing the evaluation process. Following closing, we advise the University on legal issues arising from the implementation of the project. Project Finance International named the UC Merced 2020 Project the 2016

“Americas P3 Deal of the Year” and IJ Global honored it as the 2016 “North American Social Infrastructure Deal of the Year.” In 2017, the Board of Regents and the University received the silver award in the “Government Agency of the Year” category and the project claimed the gold award for “Best Social Infrastructure Project” at the P3 Bulletin awards ceremony.

- **LAWA – Automated People Mover.** Nossaman is advising on an Automated People Mover (APM) train system at the Los Angeles International Airport (LAX). The project reached commercial close on April 11, 2018 upon Los Angeles City Council’s unanimous approval of a \$4.9 billion agreement with a developer comprised of ACS Infrastructure Development, Balfour Beatty, Bombardier Transportation, Fluor and HOCHTIEF PPP Solutions. The APM system will include six stations and up to nine electric powered trains, each with four cars, in simultaneous operation. The APM trains will travel on an elevated 2.25-mile long guideway, easing access into and out of the second largest airport in the United States (LAX) and connecting travelers to LA Metro’s Crenshaw Light Rail Line, intermodal transportation facilities and a consolidated rental car center. The developer will design, build and partially finance the APM system, and then operate and maintain the APM system over a 25-year period. LAWA’s APM is the first APM system procured through an availability payment P3 delivery model. The project reached financial close on June 8, 2018 and is now under construction. The APM project earned several awards including Project Finance International’s “Americas P3 Deal of the Year,” IJGlobal’s “North American PPP Deal of the Year,” National Council of Public-Private Partnerships’ “Innovative Project of the Year,” and P3 Bulletin’s “Best Transit Project” and “Global P3 Project of the Year.”
- **LAWA – Consolidated Rent-a-Car Facility.** Nossaman is advising on the world’s largest consolidated rental car center at the Los Angeles International Airport (LAX). The ConRAC car rental facility will relocate and centralize car rental facilities away from the Central Terminal Area at LAX and provide direct access to major freeways. Ultimately, the ConRAC will be connected to the APM train system at LAX, which will provide travelers with quick access to the terminals. The \$2 billion (design and construction) project is being procured through an availability payment P3 delivery model. The selected developer will design and build the ConRAC and operate and maintain it for 25 years. The project reached commercial close on November 8, 2018 and financial close on December 6, 2018. The project captured the American Road and Transportation Builders Association’s “Innovation of the Year” award in 2019.
- **City of Los Angeles – Convention Center Renovation and Expansion (LACC).** Nossaman was retained by the City of Los Angeles to help negotiate and draft an implementation agreement for the LACC expansion P3 project, for which the City entered into an Exclusive Negotiation Agreement with AEG/Plenary, as developer, in January 2019. The resulting expansion is anticipated to add at least 190,000 square feet of additional contiguous exhibit space, 55,000 square feet of meeting room space, and at least 95,000 square feet of multi-purpose space to the existing facility. This project also includes the renovation of the Gilbert Lindsay Plaza as a pedestrian-friendly open space that can support LACC’s outdoor events and the public.

- **SANDAG – Otay Mesa East Port of Entry.** Nossaman is currently advising SANDAG on a project to create a border crossing for the San Diego – Baja California mega-region that will enhance regional mobility and fuel economic growth. The project, a \$1.1 billion joint venture between SANDAG and the California Department of Transportation, will construct a four-lane tolled road connecting directly to a Customs & Border Protection Land Port of Entry and a California Highway Patrol Commercial Vehicle Enforcement Facility. Our services on the project have included negotiation and completion of all necessary agreements such as memoranda of understanding, property management agreements, leases with potential retail concessionaires/facilities, facility staffing agreements, procurements via alternative project delivery methods and more.
- **SANDAG – San Diego Airport Connectivity / Central Mobility Hub.** We are assisting SANDAG in the overall analysis and development of a program of public infrastructure projects to potentially integrate transit across the region and improve rail connectivity between the San Diego region and the San Diego International Airport. We are also lead CEQA and NEPA counsel, assisting with drafting and providing legal counsel to streamline legislation (AB 2731) in support of the project. Our services include assisting with the identification of alternative project sites, drafting of pre-CEQA clearance memoranda of agreement with potential development partners and coordination of P3 and environmental clearance strategies.

NEPA and CEQA

Nossaman has **eight dedicated attorneys** who help clients with large development and infrastructure projects navigate the maze of state and federal environmental regulations. We work together, with their outside consultants, to devise regulatory compliance strategies and defend against judicial challenges to keep projects moving forward.

We have a statewide practice advising private and public sector clients on compliance with CEQA. Our CEQA compliance services include, and are not limited to, advice on streamlining environmental documentation and CEQA reviews (including tiered environmental document and legislative approaches), coordination of CEQA and NEPA reviews, facilitating inter-agency coordination and advising public agencies on the development of a defensible administrative record. In such engagements, we work closely with internal staff and outside environmental consultants to develop CEQA and supporting technical documentation to move projects forward.

We also possess an in-depth understanding of NEPA, the state and federal Endangered Species Acts, the Porter-Cologne Water Quality Control Act, the federal Clean Water Act, and the other natural resources management statutes that are key to successful project planning and permitting. This insight enables us to draft comprehensive planning and environmental documents, that avoid permitting pitfalls and are best positioned to survive court challenges.

When challenges do arise, we have an exceptional reputation for successfully defending major land use projects facing opposition from local groups and/or regional, state and federal agencies. We have successfully defended numerous development and infrastructure projects against state

and federal environmental challenges. We are especially proud of our established track record of devising CEQA and NEPA compliance strategies and approaches to documentation that avoid litigation. We are equally proud of our ability to devise litigation strategies that allow the timely and on-budget delivery of complex, large-scale development projects.

The successful defense of environmental documents often depends on pre-litigation counseling. As such, our land use and environmental attorneys focus on compliance and litigation strategies that facilitate timely and cost-effective completion of the environmental regulatory process.

We understand that delays in obtaining approvals for large infrastructure projects can render the project financially infeasible. We have assisted our clients in reducing the time to obtain environmental approvals of large infrastructure projects and to limit and expedite litigation challenging the project.

Representative Experience

TCAs. Nossaman is general counsel to the TCAs, providing advice in a number of areas related to ongoing projects and concerns. These areas include, but are not limited to, compliance with permitting requirements, environmental laws, the Surplus Land Act, the California Ralph M. Brown Act and Public Records Act. We provide public law and environmental compliance and strategy recommendations for corridor extension projects. We also counsel on key issues, including transportation planning, CEQA and NEPA compliance, state public records and open meetings requirements and Mitigation Fee Act compliance matters. Additionally, we provide CEQA document development and litigation support for large-scale infrastructure projects, including advice related to CEQA, NEPA, California Coastal Act and the Endangered Species Act.

SANDAG. We counsel SANDAG on CEQA and NEPA issues in connection with the Airport Connectivity Project and the Revitalization of the Old Town Campus in downtown San Diego. We assisted in the drafting of, and provided legal expertise relating to, streamlining legislation (AB 2731) in support of these projects. We also advised SANDAG in the preparation of CEQA documentation for a high-profile environmental restoration project proposed to enhance a currently degraded coastal lagoon between the Cities of Oceanside and Carlsbad. We also provided environmental compliance and strategy recommendations on other matters regarding the federal and state Endangered Species Act, CEQA and NEPA. Finally, we provided compliance advice related to state privacy law.

Town of Hillsborough. CEQA counsel to Town in connection with the development of CEQA documentation for privately proposed residential development project. The project involved Subdivision Map Act, General Plan consistency, open space and conservation management issues as well as compliance questions relating to CEQA's mandate for analysis of a reasonable range of feasible project alternatives.

City of Inglewood. Nossaman has been involved in advising the City on land use entitlement matters impacted by the Inglewood Transit Connector (ITC) project. The work includes drafting language for inclusion in a development agreement for the new Crypto.com Arena that will

facilitate collection of admission taxes. We are also providing analysis of the Kia Forum Disposition and Development Agreement related to admission taxes and overflow parking from SoFi Stadium. This work includes providing analysis of the impact of the ITC on land use entitlements approved for the old Hollywood Park site and other land use entitlement matters.

E.3 References

Below is the name and contact information of individuals who can attest to the quality of our service. We encourage the City to contact these people to gain further insight into our capabilities.

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rsamour@azdot.gov

E.4 Proof of Insurance

We maintain professional liability coverage through Lloyds' of London with limits of \$40 million per claim and \$80 million in the aggregate.

E.5 Past Claims

None of the individuals proposed to work on this engagement has been party to any litigation or settlements regarding their provision of professional services. While they do not involve the type of services that are the subject of this RFP, within the last five years, the firm and/or its professionals have been parties to the following litigation:

- *Hoffman v. Gruenwald, et al.*, Orange County Superior Court, Case No. 30-2018-00969533. (Dismissed without litigation) Nossaman previously employed two estates and trust attorneys who left the firm in 2014. In January 26, 2018, a client of those attorneys sued them, their present firm and Nossaman in Orange County Superior Court, alleging that they mishandled a piece of trust litigation. Nossaman was never served and plaintiff dropped her claims against Nossaman.
- *Dig Residences v. Erskine*, Orange County Superior Court, Case No. 30-2017-00907031. (Settled) Two Nossaman partners successfully pursued fee arbitration against this former client and obtained a favorable award of less than \$100,000. On March 6, 2017, the former client challenged the arbitration award in California state court and filed a complaint for breach of contract and declaratory relief and later amended the complaint to add a claim for legal malpractice. That case was settled in 2018.
- *Wahler v. Tague, et al.*, Orange County Superior Court, Case No. 30-2020-01128634. (Pending) Nossaman previously employed an estates and trust attorney who left the firm in 2014. In January 2020, a client of that attorney sued her, her present firm and Nossaman in Orange County Superior Court, alleging that errors were made in the estate planning documents, among other allegations. The allegations against Nossaman, which have now been dismissed, pertain to the time period before August 2014. The case remains ongoing against the former attorney.
- *Constant v. Southern California Edison*, Central District of California Case No. 2:20-cv-06700. (Dismissed, affirmed on appeal) An unsuccessful opposing litigant in an eminent domain action filed, in pro per, a federal civil rights complaint against Southern California Edison, and also listed two Nossaman attorneys as defendants although they were not named in the caption. The case was dismissed, a decision that was affirmed on appeal.
- *Chicago Title Company, et al. v. Kim Funding, et al.*, San Diego Superior Court, Case No. 37-2019-00066633-CU-FR-CTL. and *Ovation Fund Management II, LLC v. Nossaman, LLP*, Los Angeles Superior Court, Case No. 22ST-CV-21072 (Settled). Chicago Title has been sued in a number of lawsuits based on allegations that certain of its employees participated in a “Ponzi scheme” that injured numerous investors and lenders. Chicago Title filed cross-complaints for equitable indemnification against Nossaman and one of its partners arising from purportedly misleading or incomplete communications. Ovation filed a complaint based on the same allegations. Nossaman and the partner vehemently deny the complaint and cross-complaints. The Receiver approved a settlement and the District Court recently granted that settlement and entered a bar order to dismiss all of the other cases. An appeal is pending.

E.6 Brief Firm History

Founded in 1942, Nossaman is an innovative, midsize national law firm with more than 130 attorneys and policy advisors across nine offices in the U.S., including: Los Angeles, Irvine, San Francisco and Sacramento, California; Phoenix and Tucson, Arizona; Austin, Texas; Seattle, Washington; and Washington, D.C. We have an extensive public agency practice, representing more than 200 public agencies and governmental entities at the local, state and federal levels.

Our core areas of practice include:

- Corporate
- Eminent Domain & Valuation
- Employment
- Environment & Land Use
- Government Relations & Regulation
- Healthcare
- Infrastructure
- Insurance Recovery
- Intellectual Property
- Litigation
- Public Pensions & Investments
- Real Estate
- Water

Our multidisciplinary approach combines the skills and experiences of our transactional attorneys, litigators and state and federal policy advisors on both coasts to achieve client goals.

Our peers and professional organizations recognize our work for our clients in these and other practice areas.



- Recognized on *Vault's* Prestigious "Top 150 under 150 List" in 2021 and 2022 and recognized as one of the "Best Midsize Law Firms" for Pro Bono, Transparency, Technology & Innovation, Wellness, Formal Training and Diversity in 2021 and 2022
- *The Legal 500 United States* recognized Nossaman in four categories, including Environment: Litigation, Energy: Renewable/Alternative Power and Real Estate: Land Use/Zoning
- Ranked among "Best Law Firms" in 2021 by U.S. News & World Report and Best Lawyers, receiving rankings in nine practice areas nationally and 21 practice areas by metropolitan

area, including Transportation, Environmental, Litigation-Environmental, Insurance, Real Estate and Land Use and Zoning

- *The National Law Journal* recognized Nossaman on its “Midsize Hot List” four times since 2012
- *Chambers & Partners* recognized us as a leading law firm in environmental and land use law in Texas in 2022
- *Chambers & Partners* recognized five of our practice groups in its “2022 Chambers USA Guide” of leading law firms and lawyers, in addition to naming our Infrastructure Practice Group to its Chambers USA and Global Guides of Leading Law Firms and Lawyers for more than 10 years

History with San Diego

Nossaman has a long history representing the City and working in the San Diego area. Our Water Practice Group was selected to serve on the City’s water and environmental law counsel bench and is available advise the City on issues including water rights, water quality matters involving stormwater compliance under National Pollutant Discharge Elimination System (NPDES) permits and the Clean Water Act (CWA), Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) environmental contamination litigation and meditation and water management planning.

As a firm, we are active in the San Diego region. Jill and Jim represented the Community Health Group (CHG), a non-profit entity that provides Medi-Cal services to hundreds of thousands of members in San Diego County in connection with a public procurement from the Department of Health Care Services (DHCS). Despite providing the highest quality services in the County, DHCS did not select Community Health Group as a Medi-Cal provider, meaning CHG would lose \$1.5 billion in revenue per year. The consequences of this decision were potentially devastating – CHG could have gone out of business, with 350 people losing their jobs, and 300,000 Medi-Cal enrollees having to switch health plans. We filed suit against DHCS in San Diego and, after only three months of litigation, CHG entered into a settlement agreement with DHCS whereby the RFP would be withdrawn, and CHG would continue to serve as a health plan in San Diego.

Our Infrastructure Practice Group is currently advising the ECAWP JPA on three progressive – design – build / transitional operations packages, which will provide East San Diego County with a new, safe, sustainable and drought-proof water supply. The project will use state-of-the-art technology and potable reuse. The project is a collaborative partnership between the Padre Dam Municipal Water District, the San Diego County Sanitation District, the City of El Cajon and Helix Water District through a JPA Agreement. The ECAWP is anticipated to treat the combined 2025 wastewater flow of approximately 15 MGD and produce up to 12,880 acre-fee per year or 11.5 MGD, of new, safe, reliable and locally controlled potable water supply. The output of the project represents approximately 30 percent of East County’s water demand.

Our attorneys also served as primary legal advisor to the County of San Diego in a \$180 million divestiture of its solid waste system and assets. This transaction, the largest municipal divestiture of solid waste assets in the United States at the time, included the sale of four landfills, a transfer station, a recycling center and other solid waste assets.

We also have a long history of providing legal services to SANDAG for projects that benefit the San Diego area and community. This includes procurement and environmental services for the Airport Connector project and several major eminent domain projects including the Mid-Coast Corridor Transit Project, South Bay BRT Project, Inland Rail Trails Project and the Sorrento Valley Double Track Project. Jill also successfully represented SANDAG in San Diego Superior Court in a bid protest dispute, which was resolved without any delay to the at-issue project.

In sum, Nossaman's team has a deep familiarity with the City and San Diego state and federal courts.

Firm Diversity Efforts

DE&I Policy

Nossaman is committed to creating a supportive environment where diversity in all forms can thrive. We focus on fostering a high-performance culture based on inclusion and believe that interaction among diverse individuals promotes intellectual excellence and provides our clients with high-quality service. Additionally, we consider diversity an integral part of our social responsibility, as well as a responsibility to ourselves, in order to achieve our maximum potential as an organization. We understand that an inclusive environment and consideration of diverse perspectives are crucial to further enhancing the solutions we provide to clients. This means that no one's success will be limited in any way by race, color, ethnicity, gender, sexual orientation, gender identity and expression, religion, nationality, age, disability, marital or parental status, status as a veteran, socioeconomic background or status, or political ideology.

We have been recognized for our firm diversity and diversity efforts, including the following awards:

- *National Law Journal* ranked Nossaman in the top third of law firms in the U.S. for women in its 2022 and 2021 Women in Law Scorecards
- Nossaman has been recognized as a top firm for minority attorneys for multiple years in *Law360's* Diversity Snapshot, most recently in 2022
- In 2022 and 2021, Nossaman was ranked as one of the Top 20 midsized law firms for female equity partners by *Law360*

DE&I Goals

Nossaman's internal effort to promote diversity is led by the Diversity, Equity and Inclusion Committee (DEI Committee).

The DEI Committee is charged with furthering the Firm's commitment to be an open and inclusive community that attracts, retains and promotes individuals from all backgrounds through a culture of mutual respect. Earlier this year, based on a Firm-wide anonymous survey, the DEI's Committee updated the Firm's DEI Action Plan to include the following goals:

1. Educate and communicate internally regarding the Firm's diversity, commitment, efforts and results through periodic reports, recommendations and comprehensive DEI programming;
2. Recruit, retain, develop and promote greater numbers of diverse professionals at all levels of the Firm;
3. Require Firm leadership to be accountable for the execution of the DEI Action Plan;
4. Collect, organize and analyze data to systemically align/realign efforts intended to enhance diversity, equity and inclusion; and
5. Raise the Firm's visibility in the marketplace as a promoter of diversity, equity and inclusion.

The DEI Action Plan will be reviewed and updated annually to ensure that we are continuing to make progress toward our goal of achieving greater equity in our working environment.

Client Matter Diversity

We ensure that diverse attorneys are afforded meaningful work experiences beginning at the outset of new business opportunities. Our senior partners ensure that diverse attorneys are included on matters based on the specific expertise clients need. In addition, we include diverse attorneys at junior levels in an effort to provide specific types of work experience and build/strengthen core legal skills. Ultimately, we assemble diverse teams as a natural reflection of our daily collaboration with diverse clients and client personnel.

With the changing face of the legal profession and evolving client initiatives, our attention remains focused on diversity. Our initiatives include formalized action to enhance diversity through recruiting minorities and women, offering diversity and business development training, succession planning for leadership roles, and the creation of key performance indicators to track our initiatives, assess progress and monitor work allocation and access to top clients. All of these efforts help us evaluate and realign programs, as necessary.

Furthermore, succession planning for firm leadership is vital to our continued success. It is important to Nossaman and our clients that we have the next generation of leaders positioned to step forward when the time is right. We work to identify future leaders and provide them with a path to grow and develop. We do this with the understanding that diversity is not just about recruiting diverse candidates but also retaining and promoting them. We believe it is important to ensure that there is equal opportunity to develop client relationships so successors are ready to assume leadership roles.

Nossaman's Proposed Team for the City

Nossaman's commitment to diversity is more than simply a policy or an action plan, it is effectuated in our teams. As the City will note from the short bios, above, **every** member of the Nossaman team is affiliated with one of the firm's affinity groups and 85% of our team is diverse or affiliates with an underrepresented group within the legal profession.

Firm Diversity Organizations and Activities

Beyond our offices, we are actively engaged in nearly two dozen organizations focused on supporting diversity and inclusion. We are helping to make a difference in national, regional and local efforts to enhance diversity in the legal profession. In addition to individual involvement, Nossaman sponsors a number of diversity and inclusion events, lending our resources to support important missions in our communities, including:

- Asian Pacific American Legal Resource Center
- Cal Asian Chamber of Commerce (CACCC)
- California Black Chamber of Commerce
- California Hispanic Chambers of Commerce
- California Minority Counsel Program (CMCP)
- California Women's Lawyers Association
- Hispanic Bar Association – Austin
- Hispanic National Bar Association
- Korean American Bar Association of Southern California (KABASC)
- Law Firm Antiracism Alliance (LFAA)
- Mexican American Bar Association
- Minority Corporate Counsel Association (MCCA)
- National Asian Pacific American Bar Association (NAPABA)
- National Bar Association
- National Filipino American Lawyers Association of Washington, DC (NFALA) / Filipino-American Lawyer Association - DC (FALA-DC)
- National Hispanic Bar Association
- National LGBT Bar Association

- SoCal Chinese Lawyers Association
- South Asian Bar Association (SABA and NASABA)

Amazing things grow in open and inclusive environments. One example of this is the formation and continued development of our internal affinity groups. Created by attorneys and professional staff, we support three affinity groups that serve as a resource for mentoring, support, networking and professional development of women, racially and ethnically diverse, and LGBTQ+ professionals as well as other mentoring and outreach efforts. These committees meet both quarterly and monthly hosting firm-wide events to promote diversity and highlight key issues affecting the historically underrepresented. Our reputation for fostering a diverse workforce continues to earn recognition within the broader legal market. *Law360*, *National Law Journal*, *Vault*, *Daily Journal*, *The Recorder* and *The Los Angeles Business Journal* have all honored Nossaman for our inclusivity.

Other firm-sponsored diversity initiatives within the firm include:

- **Practice Group Representation.** We make a strong effort to include underrepresented attorneys in firm leadership through Practice Group Leaders and the Executive Committee. One or both of those groups are involved in all hiring decisions of attorneys. At the practice group level, 60% of our leaders are diverse. As part of our Firm's DEI Action Plan, each practice group assesses its diversity on an annual basis and creates a plan and timetable to address any issues. Benchmarks are set for judging their progress. The Executive Committee meets periodically with each Practice Group Leader and the Chief Human Resources Officer to review and evaluate progress, including advancement of diverse attorneys. In addition, the DEI Committee reports monthly to the Executive Committee on its own work and initiatives.
- **Career Advancement Programs.** In addition to the associate mentoring and professional development programs mentioned above, we support a reduced-hours program. This provides partners and associates options and helps us retain individuals who need this type of flexibility without sacrificing career advancement. We regularly monitor progress with regard to our advancement of women and racially and ethnically diverse attorneys, policy advisors and other employees, and annually we publish an internal report detailing our progress. In the last few years, 75% of the attorneys who made partner were women. It is a testament to our commitment that women and racially and ethnically diverse attorneys comprise so much of our firm's leadership.
- **Firm Diversity Activities.** In addition to the various meetings held by our DEI Committee and affinity groups, our DEI Committee puts a spotlight on topics of interest with several "Elevating Awareness" webinars throughout the year. The Elevating Awareness series in 2022 included a webinar on International Women's Day entitled "Breaking the Bias: Conversations with Women Who Are Effecting Change," a panel discussion of the accomplishments and efforts of women in the legal industry. In addition, we celebrated Diversity Day with "Decades of Supporting Diversity and Pro Bono Efforts," a presentation by

firm attorneys on some of the significant pro bono cases they have tried and won. The Firm also hosted other internal virtual sessions sponsored by the DEI Committee. Topics presented include racism and other issues faced by Asian Americans and Pacific Islanders, the experiences of transgender individuals in the legal system, and a panel discussion on eliminating violence against women. In addition, the DEI regularly publishes articles on the Firm's intra-net describing the tradition and history behind significant celebrations, historical and cultural events and milestone anniversaries, such as Diwali, el Día de los Muertos, Rosh Hashanah, Yom Kippur, Juneteenth (now a firm-wide holiday), Filipino American History Month, LGBTQ Pride Month and Jewish American Heritage Month, among others.

Pro Bono Work

Nossaman's Pro Bono Committee is responsible for circulating pro bono opportunities and providing input into policies regarding pro bono work. Committee members continue to work on building partnerships with pro bono legal services organizations. In the past twelve months, we have seen an increase in pro bono hours billed and in the intake of pro bono matters as compared to prior years. In fact, Nossaman has been recognized for its pro bono service:

- In 2021, *Vault* recognized Nossaman as one the "Best Midsize Law Firms for Pro Bono"

A significant portion of our pro bono efforts are aimed at defending the rights of diverse people in asylum because of political and gender identity and assisting not-for-profit social works organizations. Some examples of our pro bono efforts include:

- We have represented children from El Salvador seeking asylum in the U.S.
- We defended an unaccompanied minor in asylum and removal proceedings – a young man that continues to thrive as a full-time student at a California university
- We served as co-counsel on the first case to determine the rights of a surviving partner to Social Security spousal benefits where the couple was unable to marry under state law prior to the death of the plaintiff's partner
- We are assisting with CECorps projects, including a school in Puerto Rico
- We represent a non-native English-speaking single mother of two developmentally disabled school age children in ensuring that the children receive Free Appropriate Public Education as required by the Individuals with Disabilities Education Act, including negotiation of annual Individualized Education Programs for each of the children

Nossaman is committed to serving the community through pro bono activities, and encourages its attorneys to participate in these efforts. Our team members have participated in the following pro bono matters over the past several years:

- Paolo provides pro bono services to Root & Rebound, an independent 501(c)3 nonprofit organization that assists individuals with an arrest or conviction history with limited

means, by helping them access lawyers, community advocates, and other resources they might need to navigate employment, housing, family law, parole, probation, and more. Paolo's services include screening clients' conviction histories for record clearing remedies.

- Maya represented a trustee of a family trust on a pro bono basis to quiet title to a family home. An estranged sibling had wrongfully transferred title to the home to herself and refused to restore title to the trust, which had numerous beneficiaries consisting of adult children of the original owners. After filing a quiet title action and examining the trustee at a default prove up hearing, Maya successfully secured a judgment in favor of her client that quieted title in a way that was consistent with the original owners' estate plan. Maya is also representing a minor who is seeking asylum after escaping dangerous conditions in her home country, Guatemala.
- Gabby represents an elderly woman in an action to recover on a note secured by a deed of trust. Gabby's is currently representing her client in an action for partition that is set to go to trial in the next few months. Gabby has also worked with KIND – Kids in Need of Defense since 2018. For the past four years, she has defended an unaccompanied minor seeking asylum / special immigrant juvenile status. The minor escaped gang violence from Honduras. The minor has been awarded special immigrant juvenile status and has a work permit. Gabby assisted her client in successfully obtaining a dismissal of the immigration case filed against her client.

E.7 Trainings, Publications and Recognition

Nossaman has been approved as a multiple activity provider by the California State Bar to grant credit for any Minimum Continuing Legal Education (MCLE) activity that complies with the terms of the multiple activity provider agreement. As such, we offer continuing legal education for our attorneys throughout the year on a variety of legal subjects to ensure our attorneys are aware of new regulations and laws that could affect our clients and contacts. Additionally, we have a subscription to Practising Law Institute (PLI), an organization that provides the highest quality, accredited, continuing legal and professional education programs in a variety of formats delivered by more than 4,000 volunteer faculty including prominent lawyers, judges, investment bankers, accountants, corporate counsel, and U.S. and international government regulators. In addition to these two means of receiving continuing legal education (CLE) credit for participating in educational activities, we encourage attorneys to view additional online programs and attend conferences and seminars in order to remain compliant with State Bar CLE requirements, as well as to keep up with evolving rules and regulations so that we may offer our clients superior legal services and provide cutting edge legal advice.

- **Client Trainings.** Nossaman regularly provides trainings for its own attorneys as well as for its clients. For example, Nossaman provides contract training for client personnel and advisors that will be integrally involved with contract administration. A structured presentation at the outset of the implementation phase to the client's contract administration team of the key parts of the contract helps set the stage for a successful project. We are often called upon to prepare contract guides for staff and consultants as a ready tool for understanding the contract documents and finding the provisions that apply to their particular issues. With respect to construction claims, Jill prepared a detailed training on bid protests and construction claim procedures as set forth in Public Contract Code section 9204. Jill and Jim are also developing a presentation on force majeure clauses and recent trends pertaining to disputes that invoke those clauses. Nossaman's infrastructure practice group prepares monthly presentations on topics relevant to complex infrastructure projects in the United States. Those presentations are often open to attendance by client representatives.
- **Recognition.** In recognition of her exceptional legal services, Jill was selected to the Northern California Rising Stars list in 2020 and 2021. Jim was selected to the Rising Stars list in 2010 and 2013 – 2016. Patrick received individual recognition for Projects, P3 – Nationwide from *Chambers Global* (2012 – 2022) and *Chambers USA* 2011 – 2022, and he was named a Top 100 Lawyer by *Daily Journal* in 2018 and 2020. Patrick was also named to the Minority Leaders of Influence: Attorneys list by the *Los Angeles Business Journal* in 2021 and 2019 and was listed by *The Legal 500 United States* for Finance – Project Finance from 2019 – 2022. Andrée received individual recognition for Projects, P3 – Nationwide by *Chambers USA* in 2022 and was recognized as a West Trailblazer by *the American Lawyer* in 2022. Please see **Appendix A: Resumes** for a complete list of recognitions received by our team members.

- **Publications.** In 2022, Jill co-authored a chapter of the third edition of the Design-Build, Public-Private Partnerships and Collaboration Handbook, published by Wolters Kluwer. The chapter, titled “Design-Build in the Transportation Arena,” provided an overview of a number of areas, including pre-contract planning and risk mitigation and regulatory considerations for design-build projects. Jill also authored a Nossaman eAlert breaking down the California Supreme Court decision in *Roy Allan Slurry Seal, Inc. v. American Asphalt South, Inc.* The article examined the background and analysis of the decision, which held that for public works contracts awarded to the lowest responsive, responsible bidder, the bidder has at most a hope for an economic relationship with the public entity and that relationship is insufficient to state a claim for intentional interference with prospective economic advantage.

E.8 State Bar of California License Numbers

Each member of our proposed team is licensed in CA and is in good standing. As requested by the RFP, below are the CA Bar license numbers and years in practice for each of our team members.

Attorney	CA Bar Number	Years in Practice
Jill Jaffe	286625	11
Jim Vorhis	245034	17
Patrick Harder	125069	36
Andrée Blais	303112	19
Liz Klebaner	261735	15
Paolo Hermoso	324185	5
Gabriela Pérez	322161	5
Maya Hamouie	321537	7

F.1 Potential Conflicts

After a thorough conflicts check, we have identified the following conflicts:

- We currently represent Tetra Tech in connection with a few unrelated litigation matters disconnected from the Pure Water program or this area of law. We do not see this as an ethical conflict, and Tetra Tech agreed. Nonetheless, we obtained a conflict waiver from the oversight counsel on those matters.
- We currently represent AY Oil, Inc. in an eminent domain action titled *City of San Diego v. Eastgate Miramar Associates, et al.*, San Diego Superior Court Case No. 37-2018-00027801-CU-EI-CTL. Our representation of AY Oil is narrow, and limited to the eminent domain work. The City previously granted a waiver when Nossaman was selected as part of the water law bench. AY Oil also granted Nossaman a waiver at that time. A copy of the City's previous waiver (Resolution Number R-313532) is attached.
- We currently represent SANDAG in eminent domain actions, a few of which involve the City of San Diego. There is no current conflict, and SANDAG and the City are not involved in active litigation in those matters.

If retained by the City, we agree to immediately advise the City in writing of any actual or potential conflicts that arise after the submission of the proposal and we agree to promptly notify and see the approval of the City before accepting any future employment, which may be adverse to the interest of the City.

F.2 Firm Regulatory Enforcement History

Nossaman has not been the subject of any regulatory agency enforcement action in the past five years.

F.3 Firm Suspension or Debarment

Nossaman has not been suspended or disbarred from performing legal work for any governmental agency in the past five years.

F.4 Pending Investigations

There are no pending or active investigations, lawsuits or administrative proceedings that will affect our ability to provide services in accordance with the contract. Nonetheless, while they do not involve personnel who will be working on this Project, we wish to advise you the following past and pending lawsuits:

- *Wahler v. Tague, et al.*, Orange County Superior Court, Case No. 30-2020-01128634. (Pending) Nossaman previously employed an estates and trust attorney who left the firm in 2014. In January 2020, a client of that attorney sued her, her present firm and Nossaman in Orange County Superior Court, alleging that errors were made in the estate planning documents, among other allegations. The allegations against Nossaman, which have now been dismissed, pertain to the time period before August 2014. The case remains ongoing against the former attorney.
- *Chicago Title Company, et al. v. Kim Funding, et al.*, San Diego Superior Court, Case No. 37-2019-00066633-CU-FR-CTL. (Pending) Chicago Title has been sued in a number of lawsuits based on allegations that certain of its employees participated in a “Ponzi scheme” that injured numerous investors and lenders. Chicago Title filed cross-complaints for equitable indemnification against Nossaman and one of its partner arising from purportedly misleading or incomplete communications. Nossaman and the partner vehemently deny the cross-complaint. The Receiver approved a settlement and the District Court recently granted that settlement and entered a bar order to dismiss all of the other cases. An appeal is pending.
- *Beacon Healthcare Services, Inc. v. Nossaman LLP*, Los Angeles Superior Court, Case No. 30-2020-01128634 (Dismissed). A former client of the firm sued claiming legal malpractice in connection with a real estate matter. In 2013, summary judgment was granted in the firm’s favor.
- *Hoffman v. Gruenwald, et al.*, Orange County Superior Court, Case No. 30-2018-00969533. (Dismissed without litigation) Nossaman previously employed two estates and trust attorneys who left the firm in 2014. In January 26, 2018, a client of those attorneys sued them, their present firm and Nossaman in Orange County Superior Court, alleging that they mishandled a piece of trust litigation. Nossaman was never served and plaintiff dropped her claims against Nossaman.

TAB C - COST/PRICE PROPOSAL

We understand the importance of delivering top-tier, extraordinary counsel and expertise within a budget that public agencies require. Our attorneys look for every possible way to add value and provide high quality service to help clients achieve their goals while minimizing legal costs.

Hourly Rates

Hourly rates are fully burdened and include all administrative and overhead costs, such as secretarial assistance, word processing and local telephone charges. The rates will be in effect for 2023 and shall increase on January 1 of each year, commencing January 1, 2024, by 3 percent over the prior year’s rates. Please note if an attorney changes title and/or associate level, their rate should increase to the rate assigned for their new category.

Nossaman proposes blended rates as follows:

Partner: \$595

Senior Associate (+4 years): \$485

Junior Associate (1-3 years): \$395

Paralegal: \$295

Infrastructure Partner: \$650

Attorney	Position	Rate
Jill Jaffe	Partner	\$595
Jim Vorhis	Partner	\$595
Patrick Harder	Partner	\$650
Andrée Blais	Partner	\$650
Liz Klebaner	Partner	\$595
Paolo Hermoso	Associate	\$485
Gabriela Pérez	Associate	\$485
Maya Hamouie	Associate	\$485

Expense Reimbursement

In addition to the rate information provided above, we also charge the following reimbursable costs:

Travel	We charge for reasonable travel expenses in accordance with the City’s reimbursement policies.
Computer Research	We charge for computer assisted research expenses at the actual cost. However, in instances where Nossaman maintains a fixed subscription contract with the vendor, we prorate the cost for the fixed subscription charges among all of our clients using computerized research during the research period.
Postage	We pass onto the City postage-related charges at the actual cost.
Court Filings	We pass onto the City the direct cost of any filing fees charged by outside vendors for court filings, including fees for electronic court filings.
Photocopying & Printing Services	We charge for reproductions at the following rates: black & white printing/photocopying (\$0.10/page), color printing/photocopying (\$0.35/page).
Faxes	We charge \$1.00/page for outgoing faxes.

APPENDIX A: RESUMES

Jill N. Jaffe

Partner | San Francisco

jjaffe@nossaman.com | 415.438.7275



Jill is a litigator who specializes in litigating disputes involving real estate, public procurements and infrastructure projects. She is experienced in all phases of litigation in both federal and state courts, including pre-litigation government investigations, pleadings, e-Discovery, dispositive motions, mediation and trial. She has successfully obtained verdicts for her clients as a lead trial attorney, including for the Texas Department of Transportation.

Jill has particular experience counseling clients on myriad aspects of public contracting and procurement disputes, including defending bid protest challenges and litigating construction claims. Her construction claims experience includes representing clients before dispute review panels and boards in multiple states and in high-stakes disputes on numerous issues that arise in the context of a complex infrastructure project, including utility adjustments and relocations, design errors, environmental permitting, environmental re-evaluation, and delay and disruption claims.

She also provides general counsel services to public transportation agencies on a wide variety of matters, including construction contracts, alternative procurement processes, the Brown Act and Public Records Act. This expertise includes: organizational conflicts under federal law; Disadvantaged Business Enterprise (DBE) requirements, including good faith efforts regulations; bid protest administrative procedures; and statutes and regulations governing alternative procurement processes, including Construction Management/General Contractor, sole source and negotiated procurements.

EXPERIENCE

REAL ESTATE & INFRASTRUCTURE LITIGATION

West Coast v. SANDAG et al. Represented SANDAG in bid protest proceeding. The court denied the protester's request for a preliminary injunction to halt SANDAG's award of the contract, and the case resolved favorably and quickly for SANDAG. As a result, SANDAG was able to move forward with awarding the contract within the time frame set forth in the bid documents.

Arizona Department of Transportation – South Mountain Freeway. Member of the legal team advising on a dispute pertaining to the first P3 project in Arizona – the Loop 202 South Mountain Freeway Project. The dispute centered on purported cost overruns associated with utility relocations necessitated by the Project. Our services included advising on determination

of risk allocations with respect to the cost of utility relocation costs, advising on the viability of loss of productivity and delay claims, and representing the client in mediation. The dispute settled without the need for litigation.

Texas Department of Transportation – U.S. 181 Harbor Bridge Replacement. Member of the legal team advising on replacement of the nearly 60-year-old Harbor Bridge spanning the Corpus Christi shipping channel with a new structure that will be the longest cable-stayed bridge in North America. Jill's services include contract administration and advice and counseling in connection with Disputes Review Panel hearings.

Texas Department of Transportation – Grand Parkway, Segments H, I-1 and I-2. Leading the legal team that advises on a contractor dispute on the \$1 billion, 52-mile portion of the Grand Parkway (SH 99). Jill's focus is currently assisting with contract administration and claims management in connection with a Dispute Board process – the first of its kind in the State of Texas. The Disputes Board issued a full defense verdict in favor of TxDOT.

San Francisco County Transportation Agency (SFCTA). Represented SFCTA in pre-litigation claims negotiations related to stop loss notice filed by worker of general contractor.

Rancho Maria Golf Club. Represented Rancho Maria Golf Club in an action to quiet title via easements by prescription and adverse possession. When a developer purchased the adjacent properties, it created plans to develop it and threatened to fence off our client's use of the adjacent properties. We promptly filed our lawsuit to protect our client's interests. In addition, we are representing our client in related water rights issues concerning the developer's threatened claim to use the groundwater for its residential development. Shortly before documenting a settlement, the property owner filed for bankruptcy, so we are now advising the client on bankruptcy issues as we wait for the bankruptcy stay to be lifted.

Custom House v. City of Monterey. Represented client in dispute stemming from damage to hotel due to City's construction activities, and potential impacts to hotel's property rights due to City's activities. The dispute resolved in successful settlement between the parties.

Federal Deposit Insurance Corporation. Represents the FDIC in a variety of commercial litigation matters resulting from the negligent approval of ADC loans. Assists in investigations of professional liability claims against officers and directors and outside professionals.

Orozco v. Conrad. Successfully represented Ms. Orozco, who was fraudulently coerced into signing a lease with her new landlord. The jury made findings of fraud and returned a verdict of over \$2.1 million in punitive damages after a one-month trial.

Telecommunications Company. Represented tenant in dispute related to impact of tenant's equipment on roof of building. Dispute resolved in successful settlement between the parties.

COUNSELING

San Francisco County Transportation Authority (SFCTA). Serves as general counsel to SFCTA. Provides advice on Brown Act and administrative code matters at public agency and committee meetings. Negotiates construction services contracts on behalf of SFCTA with

construction firms, design firms and technical consultants. Provides pre-litigation counseling regarding bid protests, potential contract award disputes and stop notices.

Los Angeles County Metropolitan Transportation Authority (LACMTA). Represented LACMTA in a bid protest matter.

California High-Speed Rail Authority. Provides pre-litigation counseling regarding funding obligations, highway and street maintenance issues, and applicability of portions of the Public Contract Act.

Port of Long Beach. Member of team assisting the Port with pre-litigation issues related to the Long Beach International Gateway Bridge replacement project and various anticipated construction claims. Provided advice on California Public Records Act issues and pre-litigation counseling regarding potential construction disputes.

Riverside County Transportation Commission (RCTC). Represented RCTC in bid protest that was filed during the bid scoring process. We negotiated and drafted a settlement agreement that avoided any need for a final decision on the protest and permitted the agency to move forward without impact to the scoring timeline. We are also advising the RCTC on claims on an as-needed basis.

San Francisco Bay Area Water Emergency Transportation Authority (WETA). Member of the Nossaman team that served as general counsel to WETA. Provided advice on Brown Act matters at public agency meetings. Provided pre-litigation counseling regarding bid protests and contract disputes.

INSIGHTS

SPEAKING ENGAGEMENTS

Speaker, "Hot Topics in Real Estate and Land Use," Urban Land Institute Next Group, 02.08.2022

Moderator, "Open Forum with Members of the Judiciary," Association of Business Trial Lawyers' 46th Annual Seminar, La Quinta, CA, 10.05.2019

Speaker, "Privacy in a Connected World Has Risks," 2019 California Special Districts Association Annual Conference and Exhibitor Showcase, Anaheim, CA, 09.26.2019

Speaker, "Social Media and Open Government," California Lawyers Association's Open Meetings and Open Records Conference 2019, San Francisco, CA, 05.31.2019

Panelist, "A Connected World Has Risks: Systems, Data, and Privacy," Association of California Water Agencies' 2019 Spring Conference and Exhibition, Monterey, CA, 05.07.2019

Speaker, "Bid Protests and Alternative Dispute Resolution Procedures," Nossaman's Infrastructure CLE Update - Parts I & II, San Francisco, 2019

Speaker, "Devices, Data, and Privacy: Legal Concerns, Risks, and Best Practices," 2018 California Special Districts Association Annual Conference & Exhibitor Showcase, Indian Wells, CA, 09.25.2018

Speaker, "Cybersecurity Threats Facing Water Utilities and the Steps You Should Take to Mitigate Risk," Nossaman's Drought Solutions Webinar Series, 10.12.2017

Speaker, "Stay Ahead: 2017 Emerging Employment Issues," Nossaman Employment Seminar, San Francisco, Sacramento, Los Angeles & Orange County, CA, 02.2017

Moderator, "What is Personally Identifiable Information?," Litigation Section of the Barristers Club, San Francisco, CA, 08.30.2016

PUBLICATIONS

Jill is a contributing author for Construction & Claims, Nossaman's periodic digest of the headlines, statutory and regulatory changes and court cases involving construction news, claims, bid protests, contract administration and payment-related disputes.

Co-Author, "Design-Build in the Transportation Arena," Design-Build, Public-Private Partnerships and Collaboration Handbook, 13th Edition, 03.01.2022

Co-Author, "California Supreme Court Rejects Claim by Second-Lowest Bidders on Public Works Contracts that Low Bidder Interfered with a Prospective Economic Advantage," Nossaman eAlert, 03.10.2017

Co-Author, "Re-Evaluating California's Emergency Drought Regulation," Law360, 02.19.2016

Co-Author, "Recent Decisions Applying the Covalt & Hartwell Test," Nossaman eAlert, 02.05.2016

Co-Author, "The Water Board will Consider Changes to its Emergency Drought Regulation for 2016," Nossaman eAlert, 01.22.2016

Co-Author, "Notice-and-Comment is Not Required for Changes Made to Interpretive Rules," Nossaman eAlert, 03.20.2015

Co-Author, "The Hearsay Rule Matters in California PUC Proceedings," Law 360, 03.12.2014

Co-Author, "Biomethane Rising: California Policies Open the Gate to Electricity and Natural Gas Markets," Fortnightly's Spark, 11.27.2013

Author, "Limited Defenses Available Against FDIC as Receiver," Law360, 10.01.2013

HONORS & RECOGNITIONS

Selected to the Northern California Rising Stars list, 2020-2021

COMMUNITY & PROFESSIONAL

Association of Business Trial Lawyers – Northern California Chapter, Board of Governors,
Community Outreach Committee Co-Chair
Urban Land Institute (ULI), NEXT; NEXT Steering Committee
Berkeley Real Estate Alumni Association, Member

EDUCATION

University of California, Berkeley School of Law, J.D., *Order of the Coif*, Articles Editor and
Submissions Coordinator, *Ecology Law Quarterly*
University of California, Santa Barbara, B.S., *Highest Honors and College Honors*

ADMISSIONS

California
U.S. Court of Appeals, Ninth Circuit
U.S. District Court, Central District of California
U.S. District Court, Eastern District of California
U.S. District Court, Northern District of California
U.S. District Court, Southern District of California

James H. Vorhis

Partner | San Francisco

jvorhis@nossaman.com | 415.438.7267



Jim Vorhis is Co-Chair of the Insurance Recovery & Counseling Group at Nossaman. He is a business litigator assisting clients in finding solutions to a wide range of disputes, with a particular emphasis on complex civil litigation in state and federal courts. His commercial litigation practice consists principally of business disputes involving insurance coverage, construction, financial services and commercial contract and tort disputes.

Jim has successfully represented clients in all phases of litigation, and has developed experience managing complex discovery issues, conducting and defending depositions, and briefing and arguing major dispositive motions. He has helped clients achieve significant recoveries or defense verdicts in several high-profile trials. Jim is also experienced representing clients in alternative dispute resolution (ADR) proceedings.

EXPERIENCE

Public Pension Fund Insurance Counseling. Counsels numerous public pension boards in obtaining insurance, and represents those boards in the claim process with insurers and in litigation. Recently prevailed on an appeal with the Ninth Circuit on a coverage matter that resulted in the reversal of a District Court order granting summary judgment to the insurer and the client recouping all of its defense fees for underlying litigation.

Local Transportation Agencies. Represented San Francisco County Transportation Agency in pre-litigation claims negotiations related to stop loss notice filed by worker of general contractor, and San Francisco Bay Area Water Emergency Transportation Authority and other transportation agencies in California on issues related to public bidding process and protests. This is part of Jim's practice related to stop loss and mechanics' lien disputes.

Arizona Department of Transportation – South Mountain Freeway. Member of the legal team advising on disputes pertaining to the first P3 project in Arizona – the Loop 202 South Mountain Freeway Project. The largest single contract in ADOT's history, the freeway development is also ADOT's first DBM project and the longest-term DBM contract to date in the U.S. transportation sector. Represented client in claim dispute process and contract administration.

Texas Department of Transportation – U.S. 181 Harbor Bridge Replacement. Member of the legal team advising on replacement of the nearly 60-year-old Harbor Bridge spanning the Corpus Christi shipping channel with a new structure that will be the longest cable-stayed bridge in North America.

Texas Department of Transportation – Grand Parkway, Segments H, I-1 and I-2. Part of the trial team assisting with contract administration and claims management in connection with a Dispute Board process – the first of its kind in the State of Texas. The Disputes Board issued a full defense verdict in favor of TxDOT.

Federal Deposit Insurance Corporation v. Galan-Alvarez, et al. Representing the FDIC in \$250 million lawsuit against directors and officers of failed Puerto Rico Bank and corresponding insurance coverage action against D&O and excess carrier. In settling the case, the client received the second largest individual contribution in the history of the FDIC from the directors. Prevailed on summary judgment motion against the insurance carrier.

Sonora HOA vs. Regency Skyport, et al. Defended public agency developer and general contractor in a major construction defect matter in Santa Clara Superior Court with related insurance coverage litigation, and accompanying insurance coverage disputes involve potential coverage under a \$25 million "wrap" policy issued for the project and additional insured coverage under policies issued to subcontractors. Negotiated favorable confidential settlements of the main action and insurance proceeding.

INSIGHTS

SPEAKING ENGAGEMENTS

Panelist, "Cybersecurity and the Retirement System – What You Can Do NOW to Protect Your Organization," California Association of Public Retirement Systems 2022 Annual General Assembly, San Diego, CA, 03.05.2022 – 03.08.2022

Speaker, "Administrative Issues Facing Fiduciaries," Nossaman's 2021 Public Pensions & Investments Fiduciaries' Forum, 12.06.2021 – 12.07.2021

Speaker, "Current Insurance Issues Faced by Airports," 2021 P3 Airport Summit, San Diego, CA, 07.20.2021

Speaker, "Insurance Issues Faced by Employers in Times of COVID-19," Nossaman's Employment BUZZ Webinar Series, 02.23.2021

Speaker, "Administrative Issues Facing Fiduciaries," Nossaman's 2020 Public Pensions & Investments Fiduciaries' Forum, 09.30.2020 - 10.02.2020

Speaker, "Pursuing What You're Due: One Retirement System's Experience Suing Its Carrier," State Association of County Retirement Systems 2019 Fall Conference, Monterey, CA, 11.14.2019

Speaker, "Twists in Public Pension System Insurance Coverage for Fiduciaries," Nossaman's 2019 Public Pensions & Investments Fiduciaries' Forum, Berkeley, CA, 09.05.2019

Speaker, "2019 Public Pensions & Investments Fiduciaries' Forum: Evolving Demands on Public Plan Fiduciaries," Nossaman's 2019 Public Pensions & Investments Fiduciaries' Forum, Berkeley, CA, 09.04.2019

Panelist, "Mitigating Risk Through Effective Insurance Coverage: What's Covered, and What's Not," National Association of Public Pension Attorneys' 2019 Winter Seminar, Tempe, AZ, 02.22.2019

Speaker, "*San Joaquin County Employees' Retirement v. Travelers Casualty and Surety Company of America*, U.S.D.C. (Eastern Dist. of CA) Case No: 2:18-cv-02042-JAM-CKD," California Association of Public Retirement Systems (CALAPRS) Attorneys' Roundtable, Oakland, CA, 02.01.2019

Speaker, "Defense and Indemnification Rights of Trustees and Staff: How Protected Are You?," Nossaman's 2018 Public Pensions and Investments Fiduciaries' Forum, San Francisco, CA, 10.19.2018

Speaker, "Look Who's Talking: The Rise of Networked Devices and What That Means for Utilities," 2018 Conference of California Public Utility Counsel Annual Meeting, Truckee, CA, 10.01.2018

Speaker, "Cybersecurity and Data Breaches," Nossaman's Annual Employment Law Seminar, San Francisco & Sacramento, CA, Winter 2018

Speaker, "Coverage: How Protected Are Your Assets?," Nossaman's 2017 Public Pensions & Investments Fiduciaries' Forum, San Francisco, CA, 11.30.2017

Moderator, "A Look Ahead: The Future of Cybersecurity and Cyber Threats," Nossaman & University of California, Irvine's 2017 Cybersecurity Symposium, Los Angeles, CA, 10.23.2017

Speaker, "Cybersecurity Threats Facing Water Utilities and the Steps You Should Take to Mitigate Risk," Nossaman's Drought Solutions Webinar Series, 10.12.2017

Speaker, "What Happens if You Have a Data Breach?," 09.27.2017

Moderator, "What To Do After? Investigations & PR," Nossaman & University of California, Irvine's 2015 Cybersecurity Symposium, Los Angeles, CA, 12.01.2016

Moderator, "Not If, But When — Hack Offensives, Investigating Breaches, and Closing the Gaps on Data Leaks," Nossaman & University of California, Irvine's 2015 Cybersecurity Symposium, Los Angeles, CA, 10.12.2015

PUBLICATIONS

Podcast Co-Host, "Getting the Most Out of Your Public Pension Plan Insurance Coverage," *Public Pensions & Investments Briefings*, 07.07.2021

Co-Author, "Catching Up on Insurance," *The NAPPA Report*, 04.02.2018

Author, "The SEC Gets Hacked: What Now?," *Nossaman eAlert*, 10.09.2017

Author, "Two Court Rulings Show Coverage Difficulties for "Fake President" Fraud," *Nossaman eAlert*, 08.02.2017

Author, "The Remedy for the New Cyber Threat Posing Major Coverage Problems: "Fake President" E-mails," *Nossaman eAlert*, 07.10.2017

Co-Author, "How Courts have Decided Coverage Issues in Cyber Insurance Cases," *Los Angeles Lawyer*, 09.17.2015

HONORS & RECOGNITIONS

Selected to the Rising Stars list, 2010, 2013-2016

COMMUNITY & PROFESSIONAL

American Bar Association
St. Thomas More Society
Earl Warren American Inn of Court

EDUCATION

Loyola Law School, J.D., 2006
University of California, Berkeley, B.A., 1998

ADMISSIONS

California
U.S. Court of Appeals, Ninth Circuit
U.S. District Court, Central District of California
U.S. District Court, Eastern District of California
U.S. District Court, Northern District of California
U.S. District Court, Southern District of California

Patrick D. Harder

Partner | Los Angeles

pdharder@nossaman.com | 213.612.7859



Patrick Harder, chair of Nossaman's Infrastructure Group, is widely known for leadership in the field of public-private partnerships (P3s) and other innovative project delivery methods such as design-build and construction manager at-risk. Public agencies actively seek his guidance in procuring some of the largest, most important projects in the country.

Clients have confidence that Patrick can mitigate risks, solve problems and advance their projects smoothly and successfully – often through cutting-edge approaches. In fact, while working with the State of Florida and its advisors, he helped create a model for the use of availability payment P3 structures that laid the groundwork for such transactions across the United States. He is *Chambers*-rated nationally and globally in the field of P3s and AV Preeminent® Peer Review Rated by Martindale-Hubbell.

Patrick's deep private sector background broadens his perspective in assisting public clients. Before joining the Firm, he served as general counsel and executive manager for two of the world's largest construction and engineering firms, both based in Japan. He also worked as legal and business advisor on dozens of public and private construction and infrastructure projects around the world including the Petronas Towers in Kuala Lumpur, Malaysia – two of the world's tallest buildings.

EXPERIENCE

San Diego Association of Governments (SANDAG) – Otay Mesa Port of Entry. Lead outside counsel advising SANDAG on project delivery options, procurement, contracting and real property issues for an innovative international crossing between the U.S. and Mexico in San Diego, California. The project involves extensive collaboration and corresponding agreements between key stakeholders, including the government of Mexico, the U.S. General Services Administration (GSA) and U.S. Customs and Border Protection (CBP), the California Department of Transportation (Caltrans), and the City of San Diego, among others. The proposed border improvements will provide fast, predictable and secure border crossings by constructing a four-lane tolled road connecting directly to a state-of-the-art Customs & Border Protection Land Port of Entry and a California Highway Patrol Commercial Vehicle Enforcement Facility. Additional improvements will include a new border wait time detection system, advanced traveler information to improve route planning, and an optimized port of entry capacity to decrease congestion and wait times.

San Diego Association of Governments (SANDAG) – San Diego Airport Connectivity and Central Mobility Hub. Leader of Nossaman team assisting SANDAG in the overall analysis and development of a program of public infrastructure projects to potentially integrate transit across the region and improve rail

connectivity between the San Diego region and the San Diego International Airport. We are currently assisting in the evaluation of project alternatives and development.

City of Los Angeles, Los Angeles World Airports – Automated People Mover (APM). Leader of the legal team advising on the Automated People Mover (APM) train system at the Los Angeles International Airport (LAX). The project reached commercial close on April 11, 2018 upon Los Angeles City Council's unanimous approval of a \$4.9 billion agreement with a developer comprised of ACS Infrastructure Development, Balfour Beatty, Bombardier Transportation, Fluor and HOCHTIEF PPP Solutions. The APM system will include six stations and up to 9 electric powered trains, each with four cars, in simultaneous operation. The APM trains will travel on an elevated 2.25-mile long guideway, easing access into and out of the second largest airport in the United States (LAX) and connecting travelers to LA Metro's Crenshaw Light Rail Line, intermodal transportation facilities and a consolidated rental car center. The developer will design, build and partially finance the APM system, and then operate and maintain the APM system over a 25-year period. LAWA's APM is the first APM system to be procured through an availability payment P3 delivery model. The project reached financial close on June 8, 2018. Patrick's services include drafting contract and procurement documents, facilitating evaluations and managing commercial and financial close. The APM project earned several awards including Project Finance International's Americas P3 Deal of the Year, IJGlobal's North American PPP Deal of the Year, National Council of Public-Private Partnerships' Innovative Project of the Year, and P3 Bulletin's Best Transit Project and Global P3 Project of the Year.

City of Los Angeles, Los Angeles World Airports – Consolidated Rent-A-Car Facility (ConRAC). Leader of the legal team advising on the nation's largest consolidated rental car center (ConRAC) at the Los Angeles International Airport (LAX). The ConRAC car rental facility will relocate and centralize car rental facilities away from the Central Terminal Area at LAX and provide direct access to major freeways. Ultimately, the ConRAC will be connected to the Automated People Mover (APM) train system at LAX, which will provide travelers with quick access to the terminals. The \$2 billion project is being procured through an availability payment P3 delivery model. The selected developer will design and build the ConRAC and operate and maintain it for 25 years. The project reached commercial close on November 8, 2018 and financial close on December 6, 2018. The project captured the American Road and Transportation Builders Association's "Innovation of the Year" award in 2019. Patrick's services include assisting in contract negotiations and advising the City on commercial terms.

City of Los Angeles - Convention Center Renovation and Expansion. Member of the legal team advising the City of Los Angeles to help negotiate and draft an implementation agreement for the Los Angeles Convention Center (LACC) expansion P3 project, for which the City entered into an Exclusive Negotiation Agreement with AEG/Plenary, as developer, in January 2019. The resulting expansion would add at least 190,000 square feet of additional contiguous exhibit space, 55,000 square feet of meeting room space, and at least 95,000 square feet of multi-purpose space to the existing facility. This project also includes the renovation of the Gilbert Lindsay Plaza as a pedestrian-friendly open space that can support LACC's outdoor events and the public.

Florida Department of Transportation – I-4 Ultimate. Leader of the legal team that advised on the development and negotiation of contract and procurement documents for a \$2.3 billion

highway development across Orange and Seminole Counties. The award-winning availability payment P3 project will rebuild 15 major interchanges, add or replace 127 bridges, and build four tolled express lanes partially funded through a \$949 million TIFIA loan.

The Regents of the University of California – UC Merced 2020 Campus Expansion Project.

Leader of the legal team advising on this high profile project to accommodate growth of the university system's newest campus from the current 6,700 students to 10,000 students by 2020. The \$1.3 billion project, procured as an availability payment-based P3, will add approximately 790,000 assignable square feet of new facilities, including student housing, administrative and research space, classrooms and recreational centers and associated infrastructure. As the first university campus expansion in the United States to be undertaken using the P3 availability payment model, the closely watched project is expected to serve as a template for other colleges seeking to expand or rehabilitate their campuses. Following a best and final offer phase, which included negotiation with the ultimately successful Plenary-led consortium, the project quickly reached commercial and financial close in August 2016. The three phases of the project were successfully delivered on time for the 2018, 2019 and 2020 academic years. Patrick's services include structuring the procurement and evaluation process, negotiating, drafting and finalizing the contract documents, leading the University's project team in the performance of activities associated with commercial and financial close and assisting in the implementation of the awarded contract. Project Finance International named the UC Merced 2020 Project the 2016 "Americas P3 Deal of the Year" and IJ Global honored it as the 2016 "North American Social Infrastructure Deal of the Year." In 2017, the Board of Regents and the University received the silver award in the "Government Agency of the Year" category, and the project claimed the gold award for "Best Social Infrastructure Project" at the P3 Bulletin awards ceremony.

Denver International Airport – Jeppesen Terminal Redevelopment Project ("Great Hall Project"). Key member of the legal team that advised the City and County of Denver on the \$1.8 billion P3, which included a multi-faceted upgrade of Denver International Airport's Jeppesen Terminal and the development and management of a new concessions program within the terminal. The project combined an availability structure with shared revenue risk on the concessions program.

Chesapeake Bay Bridge and Tunnel District – Parallel Thimble Shoal Tunnel. Co-leader of the legal team advising on the design and construction of a new \$756 million tunnel beneath the Thimble Shoal Channel in Virginia's lower Chesapeake Bay. The second two-lane tunnel will expand capacity and improve safety for travelers utilizing the Chesapeake Bay Bridge-Tunnel, the sole connection between Delmarva Peninsula and the Hampton Roads area.

Port of Long Beach – Long Beach International Gateway Bridge. Lead of the legal team that advised on the development of a new 1.5-mile cable-stayed bridge to serve one of the world's largest and busiest container ports. We assisted with the \$957.5 million procurement and with contract administration, including claims resolution and project acceptance. We also negotiated agreements for property acquisitions and utility relocations, as well as agreements for transfer of property to the State of California. We are currently negotiating an agreement with the State concerning reimbursement of operation and maintenance costs. The project opened to traffic in 2020.

Florida Department of Transportation – I-595 Corridor Improvements. Lead attorney advising on procurement and delivery of this \$1.8 billion public-private partnership aimed at alleviating congestion on the main east-west traffic corridor in Fort Lauderdale. We advised on procurement and contract documents and the financing structure, and addressed issues that arose throughout design and construction. The project, the first U.S. transportation project with an availability payment scheme, won numerous honors.

Washington State Department of Transportation – Alaskan Way Viaduct Replacement. Key member of the legal team that assisted the State Attorney General's Office on the \$1.35 billion design-build contract to replace the 60-year-old Alaskan Way Viaduct with SR 99, which at the time was the world's largest-diameter bored tunnel. The two-mile waterfront tunnel through downtown Seattle opened in February 2019. It incorporates a double-decked roadway with incoming and outgoing traffic on different levels.

Florida Department of Transportation – PortMiami Tunnel. Lead attorney that advised on procurement, financing and delivery of the public-private partnership, which greatly reduced traffic in the Miami region. The \$800 million availability payment project, which opened in August 2014, included construction of twin 42-foot tunnels under Biscayne Bay, linking Port facilities on Dodge Island, MacArthur Causeway and I-395. The project, which captured many honors, is open and currently in operation.

INSIGHTS

SPEAKING ENGAGEMENTS

Speaker, "Risk Allocation for Alternative Delivery Projects: Legal Issues," Private Client Presentation, 01.25.2021

Speaker, "Resiliency in Transportation Planning," Cornell Breakfast Briefing, 10.02.2020

Speaker, "Resiliency Matters," 2020 Mobility 21 Southern California Transportation Summit: Generation Transportation, 09.17.2020

Speaker, "The Influence of the Interstate Commerce Clause on Transportation," 2020 Transportation Research Board Annual Meeting, Washington, DC, 01.12.2020

Panelist, "U.S. Infrastructure Trends & Policy for Federal, State & Local Government," 2019 American Bar Association (ABA) Annual Meeting, San Francisco, CA, 08.09.2019

Panelist, "Assessing the Impact of State-Level P3 Laws on Development," U.S. P3 Forum 2019, New York City, 06.13.2019

Moderator, "P3 Showcase Session – LAWA's Consolidated Rent-A-Car Facility (ConRAC) Project," 2019 Public-Private Partnership Conference and Expo, Dallas, TX, 03.05.2019

Speaker, "History of and Improvements in P3 Legislation," Transportation Research Board 2019 Annual Meeting, Washington, D.C., 01.14.2019

Speaker, "Lessons Learned from Progressive Design-Build Implementation on Airport Projects," Transportation Research Board's 98th Annual Meeting, Washington, DC, 01.13.2019

Panelist, "Looking to the Future: Puerto Rico's Student Life and Public Safety Training Center Projects," 2018 P3 Higher Education Summit, San Diego, CA, 09.12.2018

Panelist, "Is There Value in Long-term Partnerships through P3's For Small and Medium Sized Projects?," P3C Public-Private Partnership Conference & Expo, Dallas, TX, 02.27.2018

Panelist, "Implementing Higher Education P3s: The UC Merced, Ohio State University and University of Massachusetts Experience," 2017 P3 Higher Education Summit, San Diego, CA, 10.02.2017

Panelist, "Comparison of Alternative Delivery Models," The Public-Private Partnership Airport Summit, San Diego, CA, 07.25.2017

Panelist, "The New World of Public-Private Partnerships," USC Gould School of Law 2017 Real Estate Law and Business Forum, Los Angeles, CA, 03.09.2017

Speaker, "UC Merced 2020 Project – A Path Breaking Social Infrastructure P3 Project," P3C Public-Private Partnership Conference & Expo, Dallas, TX, 02.27.2017

PUBLICATIONS

Co-Author, "U.S. Infra Faces New Stresses," *Project Finance International*, 01.13.2021

Co-Author, "Lessons Learned from Progressive Design-Build Implementation on Airport Projects," *Journal of Legal Affairs and Dispute Resolution in Engineering and Construction*, 11.01.2019

Co-Author, "I-4: The Ultimate Project," *Project Finance International*, 01.01.2015

Co-Author, "Florida's Forward Thinking," *World Highways*, 10.2014

Author, "I-4 Ultimate Financial Close A P3 Benchmark," *Public Works Financing*, 09.01.2014

Co-Author, "Public-Private Partnerships for Transportation Projects: Beyond Design-Build," *Construction Law Update*, 03.11.2010

HONORS & RECOGNITIONS

Individual recognition for Projects, PPP – Nationwide, *Chambers Global*, 2012-2022 and *Chambers USA*, 2011-2022

California Lawyer of the Year (CLAY) – Infrastructure, *Daily Journal*, 2019

Named a Top 100 Lawyer by *Daily Journal*, 2018, 2020

Named to the Minority Leaders of Influence: Attorneys list by the *Los Angeles Business Journal*, 2021, 2019

Recognized as one of the "2021 Visionaries" in Banking & Finance, *Los Angeles Times*, 2021
Listed, Finance – Project Finance – Advice to Sponsors, *The Legal 500 United States*, 2019-2022

Named a California Trailblazer by the *Recorder*, 2019

Winner – Real Estate Category – Leaders in Law, *Los Angeles Business Journal*, 2018
Project Finance MVP, *Law360*, 2014, 2016
AV Preeminent® Peer Review Rated by *Martindale-Hubbell*

COMMUNITY & PROFESSIONAL

USC Viterbi School of Engineering and USC Price School of Public Policy, Adjunct Instructor
Cornell Program in Infrastructure Policy, Advisory Board
American Bar Foundation, Fellow
Construction Lawyers Society of America, Fellow
California Transportation Foundation, Advisory Board

EDUCATION

University of California, Los Angeles School of Law, J.D., 1986
Loyola Marymount University, B.A., 1983

LANGUAGES

Japanese

ADMISSIONS

California
Florida

Andrée Blais

Partner | Los Angeles

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Andrée Blais advises public agencies in the use of innovative procurement and contracting methods for the development and delivery of major public infrastructure projects in the transportation and social infrastructure sectors. She focuses her practice on public-private partnership (P3) and design-build delivery, as well as early contractor involvement models such as CMGC, progressive design-build, and predevelopment or progressive P3 structures.

Andrée serves as a lead or key member of Nossaman teams assisting with high profile U.S. projects, and offers the additional benefit of substantial infrastructure experience in Canada – a country with a well-established approach to P3 delivery. Andrée currently leads the Nossaman legal team advising the City and the San Francisco Municipal Transportation Agency (SFMTA) on the Potrero Yard project. Andrée also leads the Nossaman legal teams advising on other major projects in California, including LA Metro’s \$6 billion to \$10 billion Sepulveda Pass Transit project.

Andrée was a key member of the legal teams advising on LAWA’s APM and ConRAC facility P3 projects, the Sonoma Government Center P3, and the Merced 2020 P3 Project. All of these California projects use DBFOM P3 models. She offers the additional benefit of substantial infrastructure experience in Canada – a country with a well-established approach to P3 delivery.

Andrée worked with the Design-Build Institute of America (DBIA) and leading industry participants to develop a P3 training program that is now part of the DBIA’s curriculum, and she co-authored a chapter in the 13th Edition of Design-Build, Public-Private Partnerships and Collaboration Handbook (Wolters Kluwer, March 1, 2022).

Andrée has won numerous awards, including individual recognition for P3 projects in 2022 by Chambers USA, being recognized as a Transportation MVP in 2022 by Law360, being named as a “Banking and Finance Visionary” honoree by the Los Angeles County: Banking and Finance – Trends, Updates, Visionaries, Los Angeles Times B2B Publishing 2022, being recognized as a West Trailblazer in 2022 by The American Lawyer, and being named a “Legal Visionary” honoree by the Business of Law, trends, Updates, Visionaries & In-House Counsel Leadership Awards, Los Angeles Times B2B Publishing 2021.

Andrée, who had the privilege of beginning her legal career as a law clerk to the Hon. Justice Frank Iacobucci of the Supreme Court of Canada, co-authored Nossaman’s model social infrastructure P3 legislation.

EXPERIENCE

City and County of San Francisco and San Francisco Municipal Transportation Agency (SFMTA) – Potrero Yard Modernization Project. Leader of the legal team advising on the procurement of a modern bus maintenance and storage facility equipped to serve the projected future needs of SFMTA’s new battery electric bus fleet, together with a mixed residential and commercial development at the 4.4 acre project site. The project, with an estimated construction cost of approximately \$500 million, will be delivered through a Pre-Development Agreement (PDA) method.

San Francisco Bay Area Water Emergency Transportation Authority – Water Transportation System. Leader of the legal team that advised on the procurement of a construction management at risk (CM at risk) contract for a two-phase, \$65 million FTA-funded project to expand and improve existing facilities at the downtown San Francisco Ferry Terminal. WETA will require the contractor to perform early construction work during the project’s first phase, and that services on the agency’s existing ferry routes remain fully operational during the project’s construction. Andrée’s services included advising WETA on its contracting approach (including phasing of the project’s construction work), drafting documents and helping ensure compliance with the legal requirements applicable to this innovative type of contracting.

City of Los Angeles, Los Angeles World Airports – Automated People Mover (APM). Key member of the legal team advising on a \$4.9 billion APM train system to ease access in and out of the Los Angeles International Airport. The APM will also connect travelers to a light rail, intermodal transportation facility and a rental car center. Now under construction, it is the first APM system procured through an AP public-private partnership delivery model and earned several national and international awards. Andrée’s services included leading the development and drafting of procurement and contract documents and advising the City in connection with commercial and financial close.

Los Angeles County Metropolitan Transportation Authority (LA Metro) – Link Union Station (Link US) Project. Leader of the legal team advising on the agency’s first CM/GC project to convert LA’s Union Station from a “stub-end” to a “run-through” station, increase operational capacity to meet the demands of the regional rail system, and provide full multimodal connectivity between light rail, subway, commuter and intercity rail with local, regional and intercity transportation services. The project, which will be delivered in two phases, includes modifications to platform 4, construction of a viaduct across the 101 freeway to ultimately accommodate 10 tracks, and raising the entire track yard.

City of Los Angeles, Los Angeles World Airports – Consolidated Rent-A-Car Facility (ConRAC). Key member of the legal team advising on the ConRAC project at the Los Angeles International Airport (LAX). The facility will relocate and centralize car rental facilities away from the Central Terminal Area and provide direct access to major freeways. The \$2 billion project is being procured through an AP public-private partnership delivery model. The project captured many honors. Andrée’s services included advising on commercial terms and performance-based strategies and advising the City in connection with financial close.

The Regents of the University of California – UC Merced 2020 Campus Expansion Project. Key member of the legal team that advised the University of California on a \$1.3 billion P3

project that doubled the size of its Merced campus with the addition of new facilities, including student housing, classrooms, recreational facilities and associated infrastructure. The award-winning project is the first university AP P3 to close in the United States, and achieved substantial completion on schedule and on budget in June 2020. The project was awarded platinum LEED, making it the first public research university to be certified as carbon neutral. Andrée's services included drafting contract documents and advising on commercial terms and performance-based strategies.

Los Angeles County Metropolitan Transportation Authority (LA Metro) – Sepulveda Pass Rail Transit Program. Leader of the legal team engaged to implement LA Metro's first application of the Pre-Development Agreement (PDA) delivery method to develop the approximately \$6 billion to \$10 billion Sepulveda Pass Rail Transit project through one of the most congested interstate highway corridors in the nation. This transit line will connect with the San Fernando Valley and Los Angeles' Westside, integrating into the East-West SFV LRT, the Orange Line, the Purple Line, the Expo Line and ultimately LAX. On March 25, 2021, the LA Metro Board approved the award of two Pre-Development Agreements pursuant to which pre-development services will be performed to further refine alternative transit solutions, including monorail and heavy rail technologies and various alignments.

Los Angeles County Metropolitan Transportation Authority (LA Metro) – East San Fernando Valley Transit Corridor Project. Leader of the legal team advising on the progressive design-build delivery of the \$1.6 to \$2.0 billion 6.7 mile at-grade light rail transit line between LA Metro's "G" Line (Orange) in Van Nuys to San Fernando Road in Pacoima. The new transit line will include 14 new stations, traction power substations and a new Maintenance & Storage Facility. The project also includes a public-private partnership component and is the second project to enter the Federal Transit Administration's Expedited Project Delivery pilot program.

County of Sonoma – Government Center Project. Key member of the legal team advising the County of Sonoma on the AP/DBFOM procurement of a new government center that would consolidate County operations and potentially include an affordable housing component. The project will allow the County to eliminate significant deferred maintenance of its existing facilities, reduce costly off-site leases currently necessary to house its departments, and allow potential mixed use enhancements.

City of Inglewood – Inglewood Transit Connector. Key member of the legal team advising on all aspects of the \$1.1 billion elevated fixed guideway rail project to connect LA Metro's Crenshaw Light Rail Line with the revitalized Market Street commercial area, the Kia Forum, the Intuit Dome and Sofi Stadium at Hollywood Park. We play key roles in strategic direction, project governance, legal authority, procurement planning and implementation for a DBFOM contract, property acquisition, financial planning, negotiating with third party stakeholders and the formation of a joint powers authority between the City and LA Metro to own and manage the project.

Arizona Department of Transportation. Researched and prepared a memorandum on alternatives for organizing a central state P3 office, drawing on examples from other jurisdictions, identifying pros and cons for each alternative and providing a checklist of concepts for inclusion in legislation to expand P3 authority in Arizona.

City of Indianapolis – Marion County Justice Center. Key member of the legal team that advised on all aspects of an AP P3 project to consolidate the City's criminal justice functions. The City released an RFP to three shortlisted teams in June 2014 and selected a preferred bidder in December 2014. The City Council, however, decided not to move forward with the complex and cancelled the procurement after receiving three compliant bids.

SaskBuilds, a Treasury Board Crown Corporation of the Province of Saskatchewan. Assisted SaskBuilds with development of its P3 program, including guidelines for assessing and selecting projects best suited for P3 delivery and strategies and standards for P3 procurements.

Province of Alberta – Alberta Schools Alternative Procurement Project I. At Alberta Justice, leader of the legal team that advised the Province on its first social infrastructure P3 project – a bundle of 18 schools in Edmonton and Calgary. This award-winning CAD \$634 million, 30-year AP DBFM project involved numerous stakeholders including four school boards and two municipalities. The new schools, built to LEED Silver standards, opened in September 2010 with space for more than 12,000 students. Andrée's services included structuring, drafting and finalizing the contract documents, advising on commercial terms, addressing proposer issues in one-on-one meetings and negotiating through commercial and financial close.

Province of Alberta – Alberta Schools Alternative Procurement Project II. At Alberta Justice, leader of the legal team that advised the Province on its second bundled schools project, a 30-year P3 providing for 10 schools in the Edmonton and Calgary regions. This CAD \$253 million AP DBFM project involved eight school boards and six municipalities. The new schools, built to LEED Silver standards, opened in June 2012 with space for more than 7,900 students. Andrée's services included structuring, drafting and finalizing the contract documents, advising on commercial terms, addressing proposer issues in one-on-one meetings and negotiating through commercial and financial close.

Province of Alberta – Evan Thomas Water and Wastewater Treatment Facility P3 Project. At Alberta Justice, key member of the legal team that advised the Province on the expansion and upgrade of water/wastewater facilities in the environmentally sensitive Kananaskis area of Alberta. The Province awarded the 10-year, DBFO project to EPCOR in October 2012. The \$59.6 million project, which opened in September 2014, included a capital contribution from P3 Canada through the P3 Canada Fund. Andrée advised during the project development phase and her services included structuring and drafting procurement documentation including the project agreement and advising on commercial terms.

Province of Alberta – Northwest Anthony Henday Drive Ring Road P3 Project. At Alberta Justice, key member of the legal team that advised the Province on this DBFO availability payment project for the development of the Northwest quadrant of the Edmonton ring road system. The Alberta Government signed a 30-year contract with a Bilfinger Berger BOT Inc.-led consortium to deliver the CAD \$1.42 billion project, which provided 21 kilometers of 6-lane and 4-lane divided roadway with eight interchanges, five flyovers and two railroad crossings. The roadway opened to traffic in November 2011. Andrée advised during the project development phase and was involved in preparation of procurement documentation.

Province of Alberta – Northeast Stoney Trail Project. At Alberta Justice, member of the legal team that advised the Province on the DBFO P3 procurement of the Northeast quadrant of the

Calgary Ring Road system. The Province entered into a 30-year agreement with a Bilfinger Berger BOT Inc.-led consortium to develop the CAD \$650 million project, which includes 21 kilometers of new 4-lane and 6-lane divided freeway and six interchanges. Construction began in spring 2007 and the roadway opened to traffic in November 2009. Andrée advised during procurement, award and commercial and financial close and assisted with contract administration.

INSIGHTS

SPEAKING ENGAGEMENTS

Panelist, "Intro to Public-Private Partnerships (P3)," Design-Build Institute of America's 2022 Design-Build Conference & Expo, Las Vegas, NV, 11.1.2022 – 11.4.2022

Panelist, "The Evolution of Alternative Delivery - The Expansion of P3 Delivery Options," Construction Management Association of America's (CMAA) Educational Webinar, 08.23.2022

Speaker, "Investment Considerations for Public Plan Investment Officers," Nossaman's 2021 Public Pensions & Investments Fiduciaries' Forum, 12.06.2021 – 12.07.2021

Moderator, "CEQA Streamlining for Transportation Projects," Women's Transportation Seminar: Los Angeles, Legislative Committee Program, 11.03.2021

Speaker, "Owner Advisor in DB – It's a Win!," Design-Build Institute of America's 2021 Design-Build Conference & Expo, Denver, CO, 11.01.2021 – 11.03.2021

Speaker, "Why Institutional Investors May Find New Opportunities in P3 Infrastructure Investments," Regulatory Fundamentals Group 2021 Fall Conference, New York, NY, 10.27.2021

Instructor, "Introduction to Public-Private Partnerships for the Design-Builder," Design-Build Institute of America Training Course, Washington, DC, 09.30.2021

Speaker, "The Difference Between Project Funding and Project Financing," 2021 P3 Airport Summit, San Diego, CA, 07.20.2021

Speaker, "Top 10 Critical Issues When Procuring a P3," 2021 P3 Airport Summit, San Diego, CA, 07.19.2021

Speaker, "Best Practices in Pre-Development Agreements (PDAs)," ARTBA's 33rd Annual Public Private Partnerships in Transportation Conference, 07.15.2021

Moderator, "How Federal Transportation Policy Developments Impact You," Women's Transportation Seminar: Los Angeles, Legislative Committee Program, 06.16.2021

Speaker, "Navigating Environmental Compliance for Public-Private Partnerships," Transportation Research Board Webinar, 04.21.2021

Speaker, "Social Infrastructure – Alternative Delivery Methods Involving Private Finance," Private Client Presentation, 07.08.2020

Speaker, "Alternative Project Delivery Models and Procurement Strategies for Infrastructure," Private Client Presentation, Los Angeles, 03.04.2020

Speaker, "Public-Private Partnership (P3) Procurement Training Course," U.S. Department of Transportation, Build America Bureau, Los Angeles County Metropolitan Transportation Authority, Los Angeles, 11.21 - 22.2019

Panelist, "What Do Design-Builders Need to Know About P3's?," 2019 Design-Build Conference and Expo, Las Vegas, NV, 11.07.2019

Panelist, "Infrastructure Panel," Citi California Municipal Conference, Rancho Palos Verdes, CA, 11.09.2018

Moderator, "Are We There Yet? – The Quest for the Efficient P3 Procurement," U.S. Infrastructure Law Forum, Leesburg, VA, 09.24.2018

Speaker, "Private Financing for Port Infrastructure," American Association of Port Authorities Port Real Estate Issues Workshop, Seattle, WA, 09.18.2018

Moderator, "Transforming LAX - LAWA's Automated People Mover and ConRAC Projects," P3C Media's P3 Airport Summit, San Diego, CA, 07.23.2018

Presenter, "The Automated People Mover – Transforming LAX," Women's Transportation Seminar International's 2018 Annual Conference, San Diego, CA, 05.17.2018

Speaker, "Public-Private Partnerships: The New Paradigm," Railway Age Light Rail 2017 + Rail Transit Finance Forum, Denver, CO, 04.20.2017

Speaker, "Public-Private Partnerships (P3s) for Social Infrastructure," CLE International Alternative Delivery & Financing Conference, Austin, TX, 01.30.2017

Speaker, "Design Build Finance Operate Maintain P3s - Basic Characteristics," 3rd Annual California Construction Law Seminar, 01.20.2017

Panelist, "Let's Get Jurisprudential: Hot Topics in P3 Law and Procurement," Canadian Council for Public Private Partnerships National Conference, Toronto, Ontario, 11.14.2016

Moderator, "Social Infrastructure and Innovative P3s," Public-Private Partnership Conference & Expo 2016, Dallas, TX, 03.08.2016

Panelist, "The Growth and Management of the Municipal and Civic Pipeline," 2nd Annual P3 Hub South Conference, Miami, FL, 02.17.2016

Speaker, "Considerations for the Designer in Design-Build Delivery," American Institute of Architects and Design-Build Institute of America San Francisco chapter's Demystifying Design-Build Series, San Francisco, CA, 05.07.2015

Panelist, "Best Practices for Public Building P3 Projects: What Works and What Doesn't?," National Council for Public-Private Partnerships/Performance Based Building Coalition P3s for Public Buildings Summit, Miami, FL, 11.17.2014

Co-Presenter, "Procurement and the Laws of Competitive Bidding: Managing Risks," Canadian Bar Association (Saskatchewan Branch) Mid-Winter Meeting, Saskatoon, Saskatchewan, 02.07.2013

Speaker, "The New West Partnership Trade Agreement and Public Sector Procurement in Saskatchewan," Canadian Bar Association (Saskatchewan Branch) Mid-Winter Meeting, Regina, Saskatchewan, 02.02.2012

PUBLICATIONS

Co-Author, "Design-Build in the Transportation Arena," Design-Build, Public-Private Partnerships and Collaboration Handbook, 13th Edition, 03.01.2022

Podcast Co-Host, "Why Pension Systems May Find New Opportunities in P3 Infrastructure Investments," Public Pensions & Investments Briefings, 09.02.2021

Author, "P3 Delivers APM at LAWA," Project Finance International's 2018 Global Infrastructure Report, 06.01.2018

Author, "Capturing Innovation," P3 Bulletin, 02.01.2016

Author, "Wanted: Trillions of Dollars – New Financial Instruments Might Finally put Sorely Needed Private Dollars to Work," Real Assets Adviser, A Publication of Institutional Real Estate Inc., 06.01.2015

HONORS & RECOGNITIONS

Recognized as a Transportation MVP, *Law360*, 2022

Individual recognition for Projects, PPP – Nationwide, *Chambers USA*, 2022

"Banking & Finance Visionary" honoree, *Los Angeles County: Banking and Finance - Trends, Updates, Visionaries*, *Los Angeles Times B2B Publishing*, 2022

Recognized as a West Trailblazer by *The American Lawyer*, 2022

"Legal Visionary" honoree, *Business of Law: Trends, Updates, Visionaries & In-House Counsel Leadership Awards*, *Los Angeles Times B2B Publishing*, 2021

"California's Top 100 Women Lawyers" honoree, *Los Angeles Daily Journal*, 2019

"Most Influential Women Lawyers" honoree, *Los Angeles Business Journal*, 2018

COMMUNITY & PROFESSIONAL

Women's Transportation Seminar: Los Angeles, Legislative Chair, 2018-2023

Association for the Improvement of American Infrastructure (AIAI), Operations & Maintenance Committee and Community Based Infrastructure Committee, 2021-2023

Design-Build Institute of America, P3 Committee, 2015-2021

FHWA Initiative to Promote Adoption of Value Capture to Deliver Highway Projects, Member of Technical Working Group, 2018-2019

Women's Transportation Seminar International Conference, National Programs Committee, 2018-2019

EDUCATION

McGill University, LL.B., 1996, *with Great Distinction*
Osgoode Hall Law School of York University, LL.M., 2004
University of Saskatchewan, B.A., 1991, *with High Honors*

ADMISSIONS

California
Saskatchewan, Canada

Liz Klebaner

Partner | Los Angeles

lklebaner@nossaman.com | 213.612.7880



Liz Klebaner advises public agency and private sector clients on a variety of complex land use and environmental matters, including CEQA, NEPA, California Coastal Act, Williamson Act, Subdivision Map Act, Planning and Zoning Law, Public Records Act, and federal and state environmental regulatory compliance. Liz also litigates in state and federal court. Liz's coverage of new CEQA legislation and other CEQA developments has appeared in Law 360, trade publications and in online and print environmental law news outlets. Liz also frequently speaks on CEQA, NEPA and coastal law matters.

Liz is Co-Chair of Nossaman's Pro Bono Committee. Her work as Committee Co-Chair includes mentoring junior attorneys, fostering partnerships between Nossaman and pro bono legal services organizations, and overseeing charitable contributions to organizations that deliver pro bono legal services. Liz also handles pro bono immigration and asylum matters.

EXPERIENCE

COMPLIANCE COUNSELING & PERMITTING

SANDAG. Lead CEQA and NEPA counsel to SANDAG in connection with the Airport Connectivity Project and the Revitalization of the Old Town Campus in downtown San Diego. Assisted in the drafting of and provided legal expertise relating to streamlining legislation (AB 2731) in support of it. Advised SANDAG in the preparation of CEQA documentation for a high-profile environmental restoration project proposed to enhance a currently degraded coastal lagoon between the Cities of Oceanside and Carlsbad.

VTA. Provide CEQA counsel to the VTA in connection with public-private partnership agreement between the VTA and Google LLC.

Orange County Transportation Corridor Agencies. Provide public law and environmental compliance and strategy recommendations for corridor extension projects. Counsel on key issues, including transportation planning, CEQA and NEPA compliance, state public records and open meetings requirements and Mitigation Fee Act compliance matters.

Rainbow Municipal Water District. Provide CEQA compliance advice to District in connection with the District's detachment from the San Diego County Water Authority and a variety of projects and programs.

Kern County Water Agency. Counsel client regarding the development of a \$25 billion infrastructure project (California Delta Conveyance Project) to improve water supply and fulfill federal and state ESA, as well as CEQA and NEPA requirements.

Hofmann Morgan Land Trust. CEQA and land use counsel to developer in connection with a developer-advanced Specific Plan Project in the City of La Quinta. The Project proposes up to 1200 dwelling units, commercial, resort hotel, public recreational amenities, supporting circulation and utility infrastructure, and a nature reserve.

Jamboree Housing, Larkin Place f/k/a Pilgrim Place Project. Nossaman provides land use and CEQA counsel to Jamboree Housing in connection with a 30+ unit supportive housing development proposed in Claremont, California. Nossaman also advised on State Density Bonus Law, Assembly Bill 2161, and Senate Bill 35 entitlement strategy, and Affordable Housing Act compliance and enforcement.

Kelemen Company. Provided land use due diligence and land use and CEQA streamlining advice in connection with client's acquisition of office properties for redevelopment as high-density residential in the City of Laguna Beach. The properties were identified for high-density residential development in the City's Housing Element. Advice included identification of affordable housing and labor standards necessary for the client to take advantage of density bonuses under SB 35 and AB 2011.

Cook Hill Properties, LLC. Lead CEQA counsel for developer sponsored specific plan project in the City of Montebello proposing up to 1200 single family homes, internal circulation network, backbone water system and supporting infrastructure, parkland and hiking trails and a 260-acre nature reserve for the threatened California gnatcatcher. The project proponent was granted all approvals in June 2015.

Lennar Homes of California. CEQA, Planning and Zoning Law and environmental law counsel to developer of residential communities. Issues include disclosure, documentation and mitigation of transportation and vehicles miles traveled impacts under SB 743 and impacts to climate change and state jurisdictional waters.

Diversified Pacific Development Company. CEQA/NEPA compliance and litigation defense services and administrative proceedings representation for more than five master planned development projects totaling more than 1500 acres and providing more than 6,000 market rate and affordable housing units in the Inland Empire area of California. Duties include assisting the client in obtaining local land use approvals and completing defensible CEQA/NEPA documentation. Issues include identification, disclosure and mitigation of project air quality and greenhouse gas emissions.

SFCTA. Provide CEQA compliance advice with respect to multiple projects and agency activities.

LITIGATION

Rainbow Municipal Water District. Achieved settlement of all claims filed against the District by Otay Water District in connection with District's determination to exempt actions from CEQA review. The settlement resulted in the affirmation of the validity of the District's CEQA

compliance actions and the avoidance of litigation costs. The matter settled prior to the filing of any dispositive motions or the court's setting of merits briefing.

Solana Beach. Successful defense of Solana Beach in a Coastal Act and constitutional law challenge to a California Coastal Commission-certified land use plan for the City of Solana Beach. The California Court of Appeal issued a published decision in *Beach & Bluff Conservancy v. City of Solana Beach* (2018) 28 Cal.App.5th 244, finding for the City on all issues.

Laguna Beach Golf and Bungalow Village, LLC. Successful defense of real party in interest in CEQA and municipal code challenges to Coastal Development Permit and related CEQA approvals issued by the City of Laguna Beach and appeal of Orange County Superior Court decision in *Fudge v. City of Laguna Beach*.

Cook Hill Properties, LLC. Judgment for client, Cook Hill Properties, LLC., in both the California Superior Court and the California Court of Appeal, in *Citizens for Open and Public Participation v. City of Montebello*, involving defense of City CEQA, Subdivision Map Act, Development Agreement statute and Planning and Zoning Law approvals for a 1200-unit residential project and 260-acre nature reserve in the City of Montebello.

City of Bakersfield. Judgment for client, City of Bakersfield, in both petition for writ of supersedeas seeking emergency stay and subsequent appeal of Kern County Superior Court decision in *Citizens Against 24th Street Widening Project v. City of Bakersfield* upholding CEQA documentation for a highway improvement project. The California Supreme Court denied review on February 6, 2017.

Metro Gold Line Construction Authority. Represented client, Metro Gold Line Authority, in parallel CEQA challenges brought by the City of Pomona and the City of San Dimas. Achieved dismissal of litigation within one year after it was filed.

INSIGHTS

SPEAKING ENGAGEMENTS

Speaker, "Planning and Funding Climate Resilient California Coastal Infrastructure," Nossaman Webinar, 12.05.2022

Panelist, "California Permitting Challenges," American Clean Power's Offshore WINDPOWER 2022 Conference & Exhibition, Providence, RI, 10.18.2022

Speaker, "Hot Topics in Real Estate and Land Use," Urban Land Institute Next Group, 02.08.2022

Speaker, "Coastal Impacts of Climate Change: The Surfside Condominium Collapse and Future Risks," Environmental Law Institute Webinar, 12.20.2021

Speaker, "CEQA Streamlining for Transportation Projects," Women's Transportation Seminar: Los Angeles, Legislative Committee Program, 11.03.2021

Speaker, "U.S. West Coast Offshore Wind: State of the Science and Progress Toward Environmentally Sustainable Development," Offshore WINDPOWER Conference & Exhibition, 10.13.2021 – 10.15.2021

Speaker, "Key CEQA Compliance Considerations for Vehicle Miles Traveled Analyses," Nossaman Webinar, 08.04.2020

Speaker, "Climate Change and Cumulative Impacts Analysis: Energy Infrastructure Projects," Law Seminars International's CEQA and the NEPA Rewrite Seminar, 07.29.2020

Speaker, "A Path to Transit and Transportation Project Success in the Wake of the Pandemic: A Panel Discussion Among Legal Professionals," Nossaman Webinar, 06.03.2020

Speaker, "CEQA: Important Developments You Need to Know," Nossaman's 2019 California Land Use Seminar, Costa Mesa, CA, 05.21.2019

Panelist, "Waves of Change: Greenhouse Gas Analysis After the CEQA Guidelines Update," 2019 California Association of Environmental Professionals State Conference, Monterey, CA, 03.26.2019

Speaker, "California Environmental Quality Act (CEQA) Update: Proposed CEQA Guidelines and Key Decisions," Nossaman's 2017 Northern California Environmental & Land Use Seminar, Walnut Creek, CA, 05.18.2017

Speaker, "Proposed CEQA Guidelines and Key Discussions," Nossaman's 2016 Environmental & Land Use Seminar, Costa Mesa, CA, 09.13.2016

Speaker, "2015 Environmental & Land Use Seminar," Nossaman's 2015 Environmental & Land Use Seminar, Newport Beach, CA, 09.22.2015

PUBLICATIONS

Author, "What California's 2022 Carbon Neutrality Scoping Plan Means for CEQA and Housing," *Nossaman eAlert*, 01.03.2023

Podcast Co-Host, "Planning and Funding Climate Resilient California Coastal Infrastructure," *Digging Into Land Use Law*, 12.20.2022

Co-Author, "BOEM Issues Final Lease Sale Notice for First Ever Pacific Offshore Wind Lease Sale," *Nossaman eAlert*, 10.21.2022

Author, "UC Berkeley Case Highlights Need to Narrow CEQA's Reach," *Law360*, 04.22.2022

Author, "Court Upholds Special CEQA Streamlining Legislation for Oakland A's Park Project," *Nossaman eAlert*, 08.25.2021

Podcast Co-Host, "CEQA Streamlining for Transportation Projects," *Digging Into Land Use Law*, 11.25.2020

Author, "Governor Newsom Signs Major Housing and Transit CEQA Streamlining Bill," *Nossaman eAlert*, 10.06.2020

Co-Author, "General Plan Environmental Justice Guidelines: Do They Apply To You?," *Nossaman eAlert*, 07.07.2020

Co-Author, "Trial and Judgment," *CEB 2019-2023 Editions of California Administrative Mandamus*,

Co-Author, "Greenhouse Gas Emissions Analysis: Court Finds Expert State Agency Data Not Good Enough," *Nossaman eAlert*, 10.25.2018

Co-Author, "Proposed CEQA Guideline for Highway Projects Promises Flexibility in the Measurement of Traffic Impacts, But Delivers Ambiguity," *Nossaman eAlert*, 02.07.2018

Co-Author, "Major Revisions to CEQA Guidelines Proposed – Measuring Transportation Impacts Under CEQA: The Paradigm Shift to Vehicle Miles Traveled Arrives," *Nossaman eAlert*, 11.30.2017

Author, "Worth the Wait? The California Supreme Court Rules that CEQA Does Not Require an Analysis of the Environment's Impacts on a Project, Except When it Does," *Nossaman eAlert*, 12.18.2015

Co-Author, "Land Use Roundtable," *California Lawyer*, 09.2015

Author, "California Governor's Office Releases Comprehensive Update to State California Environmental Quality Act (CEQA) Guidelines," *Nossaman eAlert*, 08.17.2015

Co-Author, "The Critical Habitat Exclusion Policy: Implications for Conservation Partnerships on Private Land," *Natural Resources & Environment, American Bar Association Section of Environment, Energy, and Resources, Volume 30, Number 1, Summer 2015*

Co-Author, "California Supreme Court Establishes the Standard of Review for the Unusual Circumstances Exception to CEQA Categorical Exemptions," *Nossaman eAlert*, 03.04.2015

Co-Author, "Notice Period doesn't Cause 9th Circ. to Pause on ESA," *Law360*, 12.12.2014

HONORS & RECOGNITIONS

Named to the Women of Influence: Attorneys list by the *Los Angeles Business Journal*, 2021
Listed, *The Legal 500 United States*, Industry Focus - Environment - Litigation, 2021-2022

COMMUNITY & PROFESSIONAL

Los Angeles County Bar Association, Member
California State Bar Environmental Law Section, Member
Orange County Bar Association, Member
Council of Infill Builders, Member

EDUCATION

University of California, Hastings College of the Law, J.D., 2008, Executive Editor, *Hastings International & Comparative Law Review*

Georgetown University Law Center, 2007, *visiting student*
Pomona College, B.A., 2003

LANGUAGES

Russian

ADMISSIONS

California

Paolo A. Hermoso

Associate | Los Angeles

phermoso@nossaman.com | 213.612.7827



Paolo Hermoso is a litigation attorney that represents clients in an array of real estate and commercial disputes across the public and private sectors. Paolo also has significant experience representing clients spanning the breadth of the construction industry, including owners, contractors, subcontractors, design professionals, and sureties, in a variety of complex litigation matters. He has resolved millions of dollars in claims arising from the construction and operation of various properties, including a mine site area water treatment plant, a public-works student housing project, a neurosciences research facility and a regional transportation hub. He has significant litigation experience in both federal and state courts, as well as domestic arbitrations.

Paolo is a contributing author for Construction & Claims, Nossaman's periodic digest of the headlines, statutory and regulatory changes and court cases involving construction news, claims, bid protests, contract administration and payment-related disputes.

During law school, Paolo served as a Judicial Extern to the Honorable Troy L. Nunley, U.S. District Judge of the Eastern District of California.

Paolo serves on Nossaman's Diversity, Equity & Inclusion Committee, and is a member of the firm's Racially & Ethnically Diverse Affinity Group.

EXPERIENCE

Member of litigation team representing the Texas Department of Transportation against a variety of delay and contract claims relating to the US 181 Harbor Bridge Project.

Member of the legal team providing counseling in contract administration relating to the third Design-Built construction contract (CP 4) on the California High-Speed Rail Project. The CP 4 construction area is a 22-mile stretch and will include construction of at-grade embankments, retained fill overcrossings and viaducts, aerial sections of the high-speed rail alignment and the relocation of four miles of existing train tracks.

Represented general contractor in state court breach of contract action arising from \$165 million student housing project for a California State University, successfully achieving settlement during pre-trial mediation.

Successfully represented ENR U.S. Top 10 general contractor regarding enforceability of a \$55 million subcontract relating to the construction of \$1.3 billion neurosciences research facility in San Francisco, California.

Successfully resolved over \$60 million in breach of contract claims between EPC contractor and Owner regarding the construction and operation of a water treatment plant in New Mexico on the eve of arbitration, with a settlement that required no direct payment by Owner client to contractor.

Represented general contractor in multi-party litigation related to \$6 billion infrastructure project to design and construct regional transportation hub located in San Francisco, California.

HONORS & RECOGNITIONS

University of California, Davis School of Law, Moot Court Honors Board, 2018 Best Overall Oral Advocate

ABA National Appellate Advocacy Competition, 2018 Regional Champion

Cruz and Jeannene Reynoso Scholarship for Legal Access, Recipient

COMMUNITY & PROFESSIONAL

National Filipino American Lawyers Association, Member

Urban Land Institute, Young Leaders Group

Association of Business Trial Lawyers, Member

EDUCATION

University of California, Davis School of Law, J.D., 2018

University of California, Davis, B.A., 2013, *cum laude*

LANGUAGES

Tagalog

ADMISSIONS

California

Gabriela S. Pérez

Associate | Los Angeles

gperez@nossaman.com | 213.612.7840



Gabriela Pérez represents clients in an array of complex commercial disputes in both federal and state courts. In this role, she has been involved in drafting pre-trial motions, pleadings, and discovery requests and responses, including litigation discovery disputes. She has experience in general business litigation and real estate issues, and has represented both private and public sector clients, including public transportation agencies, in matters involving business disputes, the California Public Records Act and disputes involving complex infrastructure projects. Gabriela also has experience in anti-Strategic Lawsuit Against Public Participation (anti-SLAPP) law.

Gabriela is experienced in all aspects of e-discovery, including developing ESI protocols and search term queries and managing large-scale electronic document review, productions and privilege screens.

Gabriela began her legal career as a Judicial Extern to the Honorable Catherine E. Bauer of the United States Bankruptcy Court, Central District of California. In this role, she drafted objective legal memoranda and recommended rulings covering a wide range of bankruptcy issues; researched topics including due process, fraud, and procedural issues; and reviewed motions and case law. Shortly thereafter, Gabriela served the Orange County District Attorney's Office as a Consumer and Environmental Protection Unit Law Clerk. In this capacity, she reviewed case files, conducted legal research, and prepared summaries of legal arguments related to a variety of civil and criminal consumer and environmental law issues.

EXPERIENCE

Harbor Performance Enhancement Center, LLC v. City of Los Angeles, et al. Lead associate in the legal team representing the City of Los Angeles and the Port of Los Angeles in a dispute arising from termination of negotiations relating to a proposed project wherein the parties had entered into an exclusive negotiating agreement.

City of Los Angeles Harbor Department (Port of Los Angeles). Member of the litigation team for the Port of Los Angeles relating to real estate matters.

Los Angeles World Airports. Assisted in advising LAWA regarding COVID-19 business interruption insurance claims.

California High-Speed Rail Authority. Member of the legal team providing counseling in contract administration relating to the third Design-Built construction contract (CP 4) on the California High-Speed Rail Project. The CP 4 construction area is a 22-mile stretch and will

include construction of at-grade embankments, retained fill overcrossings and viaducts, aerial sections of the high-speed rail alignment and the relocation of four miles of existing train tracks.

Arizona Department of Transportation – Loop 202 South Mountain Freeway Project.

Member of the legal team advising on a dispute relating to the first Public-Private Partnership (P3) project in Arizona. The dispute focused on purported cost overruns associated with utility relocations. The legal team advised on determination of risk allocations with respect to the cost of utility relocation costs, loss of productivity, and delay claims. The dispute settled without the need for litigation.

Federal Deposit Insurance Corporation. Lead associate in the litigation team that represented the FDIC in a real estate and commercial litigation matter involving a contractual dispute that resulted in a settlement in our client's benefit wherein it was able to recover all sums due under the contract.

Republic Metropolitan, LLC v. City of Santa Clara. Lead associate defending municipality against breach of contract and other claims, including a Housing Accountability Act claim, by a developer seeking damages of \$57 million for terminated mixed-use development. After successes in defense motion practice challenging the pleadings, the case was ultimately dismissed by the Court with prejudice.

Various Public Agencies. Assisted in advising various agencies, including the Port of Long Beach and the Transportation Corridor Agencies, in matters involving Public Records Act requests related to infrastructure projects and managed large-scale document review and productions.

INSIGHTS

SPEAKING ENGAGEMENTS

Co-Presenter, "ABC to AB 5: Changes to Independent Contractor Status in California,"
Nossaman Webinar, 12.05.2019

HONORS & RECOGNITIONS

Jeffrey G. Miller National Environmental Law Moot Court Competition, 2018 Best Business Brief
and Best Oralist for the 3rd Preliminary Round Recognition
Mexican American Bar Foundation Scholarship Recipient, 2017
Joanne L. Freilich Scholar, 31st Annual Land Use Law & Planning Conference

COMMUNITY & PROFESSIONAL

St. Thomas More Law Honor Society, Member
Association of Business Trial Lawyers – Los Angeles Chapter, Member
Los Angeles County Bar Association, Diversity in the Profession Section
Mexican American Bar Association, Member
League of United Latin American Citizens (LULAC) – Los Angeles Young Professionals, Council
3301, Executive Officer

EDUCATION

Loyola Law School, J.D., 2018, Environmental Law Concentration; Professional Development Editor, *Loyola of Los Angeles Law Review*

University of California, Los Angeles, B.A., 2012, Sociology and a minor in Public Affairs with a concentration in Public Policy

LANGUAGES

Spanish

ADMISSIONS

California

U.S. District Court, Central District of California

U.S. District Court, Southern District of California

U.S. District Court, Northern District of California

Maya Hamouie

Associate | Los Angeles

mhamouie@nossaman.com | 213.612.7887



Maya Hamouie focuses her practice on real estate, construction and commercial disputes in both state and federal courts, representing both public and private sector clients. Maya has successfully represented clients in all phases of litigation, and has developed experience negotiating and litigating discovery disputes; managing large-scale electronic document reviews and productions; drafting dispositive motions; taking and defending fact and expert witness depositions; working with expert witnesses; and preparing cases for trial and arbitration hearings. Maya has helped clients achieve significant recoveries or defense verdicts in various matters.

In addition to handling active litigation matters, Maya also provides advice to clients about legal developments and issues affecting their business operations to assist them with compliance and risk management issues.

Maya maintains an active pro bono practice. She successfully litigated a quiet title action on a pro bono basis. She is also representing a minor seeking asylum after escaping dangerous conditions in her home country, Guatemala. Maya is also active in the legal community. She is a member of the Association of Business Trial Lawyers and serves on committees within the organization. Maya serves as the Young Professional Committee Chair for International Right of Way Association (IRWA) Chapter 1.

EXPERIENCE

REAL ESTATE MATTERS

State of California v. Segerblom, et al. Prepared dispositive motion that resulted in a complete victory and dismissal of the County of Los Angeles in a quiet title and damages action relating to a 1968 bond foreclosure sale of property in Malibu. Current record owner cross-complained against the County for \$20 million value of property.

Various Public Agencies. Assist in representing various public agencies, including the City of Los Angeles, the City of Bakersfield, the City of Modesto, the California High Speed Rail Authority and the Los Angeles County Metropolitan Transportation Authority, in real estate, acquisition and relocation matters in connection with a variety of infrastructure projects.

Los Angeles County Metropolitan Transportation Authority. Second chaired arbitration proceeding that involved the determination of market rent on a long-term ground lease and rent owed by tenant to Metro under the parties' lease agreement. Arbitration proceeding resulted in favorable outcome for Metro.

Quiet Title Action. Represented a trustee of a family trust on a pro bono basis to quiet title to a family home. An estranged sibling had wrongfully transferred title to the home to herself and refused to restore title to the trust, which had numerous beneficiaries consisting of adult children of the original owners. After filing a quiet title action and examining the trustee at a default prove up hearing, Maya successfully secured a judgment in favor of her client that quieted title in a way that was consistent with the original owners' estate plan.

Lessee of Real Property Located in North Hollywood. Lead associate in dispute involving the determination of the fair market value of a long-term ground lease of land located in North Hollywood and rent owed by lessee to lessor under the parties' lease agreement.

TFortune 100 Company. Represented tenant in various disputes relating to impact of tenant's equipment on rooftop of building it was leasing and issues tenant had accessing the property where its equipment was located.

Restaurant Chain. Represented owner of restaurant chain in lease dispute relating to lease termination and waste.

Real Estate Investor. Represented owner of several residential properties in Newport Beach relating to lease termination, renewals, option exercises, assignments, subleases and waste.

City of Los Angeles. Lead associate on legal team representing the City of Los Angeles in an unlawful detainer case against an equestrian center.

OTHER LITIGATION

County of Los Angeles. Member of litigation team that represented the County of Los Angeles in a fraud and negligent misrepresentation case against a large accounting firm.

Texas Department of Transportation – U.S. 181 Harbor Bridge Replacement. Member of the legal team advising on replacement of the nearly 60-year-old Harbor Bridge spanning the Corpus Christi, Texas shipping channel with a new structure that will be the longest cable-stayed bridge in North America.

Texas Department of Transportation – Grand Parkway, Segments H, I-1 and I-2. Part of the trial team assisting with contract administration and claims management in connection with a Dispute Board process – the first of its kind in the State of Texas. The Disputes Board issued a full defense verdict in favor of TxDOT.

Bay Cities Paving & Grading Inc. v. City of Modesto – Lead associate on litigation team defending the City of Modesto against a claim for costs associated with the replacement of Bay Cities' nonconforming work on the State Route 132 (SR-132) Project.

Family Owned Vineyard. Represented a family owned winery in Napa Valley in a major commercial dispute against its former sales and marketing agent. The dispute resulted in a successful settlement for our client.

Student Debt Document Preparation Companies. Member of litigation team that defended client in the student loan document preparation industry in federal court litigation against the

Federal Trade Commission. Claims include violations of the FTC Act and Telemarketing Sales Rule compliance.

Health Insurance Agency. Member of litigation team defending client against class action involving the Telephone Consumer Protection Act in federal court.

Public Hospital District. Member of litigation team that defended multiple parties in lawsuit brought by physician who was removed from his leadership positions as chief of staff elect for violating leadership criteria. Dispute resolved in successful settlement for our client.

INSIGHTS

SPEAKING ENGAGEMENTS

Speaker, "Business Valuation and Damages: Assessing COVID-19's Economic Impact," International Right of Way Association's Chapter 1 Virtual Luncheon, 12.03.2020

Co-Presenter, "ABC to AB 5: Changes to Independent Contractor Status in California," Nossaman Webinar, 12.05.2019

PUBLICATIONS

Co-Author, "Your Client Has Used Far More Space than Permitted Under a Lease for Over a Decade, Does the Continuous Accrual Doctrine Apply or is the Claim Time Barred?," *Association of Business Trial Lawyers—Los Angeles*, 04.01.2022

Podcast Co-Host, "Market Rent Adjustment Provisions in Long-Term Ground Leases," *Digging Into Land Use Law*, 06.09.2021

Co-Author, "Current Issues in Federal Class Actions," *Nossaman White Paper*, 02.01.2019

HONORS & RECOGNITIONS

Chapter 1's Young Professional of the Year, International Right of Way Association, 2019

COMMUNITY & PROFESSIONAL

International Right of Way Association – Chapter 1, Young Professional Committee Chair
Association of Business Trial Lawyers – Los Angeles Chapter, Representative of the ABTL's Young Lawyers Division
California State Bar Association, Member

EDUCATION

University of Houston Law Center, J.D., 2016; Publications & Marketing Editor, *Houston Law Review*

University of Texas, Austin, B.B.A., 2012

ADMISSIONS

California

Texas

U.S. District Court, Central District of California

U.S. District Court, Southern District of California

U.S. District Court, Western District of Texas

U.S. Bankruptcy Court, Western District of Texas

APPENDIX B: FORMS

MOST RECENT ADDENDUM

Addenda received:

- Addendum A, issued February 22, 2023