

ORIGINAL

**AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND
RICK ENGINEERING COMPANY
FOR
DESIGN OF OTAY 2ND PIPELINE PHASE 4
CONTRACT NUMBER: H207169**

0-21424

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DESIGN PROFESSIONAL AGREEMENT EXHIBITS

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

**AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND RICK ENGINEERING COMPANY**

FOR DESIGN PROFESSIONAL SERVICES

THIS Agreement is made and entered into between the City of San Diego, a municipal corporation [City], and Rick Engineering Company [Design Professional] for the Design Professional to provide Professional Services to the City for the Design of Otay 2nd Pipeline Phase 4 [Project].

RECITALS

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

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

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

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

**ARTICLE I
DESIGN PROFESSIONAL SERVICES**

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

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

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

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

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

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

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

ARTICLE II DURATION OF AGREEMENT

2.1 Term of Agreement. This Agreement shall be effective on the date it is executed by the last Party to sign the Agreement, and approved by the City Attorney in accordance with San Diego Charter Section 40. Unless otherwise terminated, it shall be

effective until completion of the Scope of Services or February 28, 2031; whichever is the earliest. Any extension beyond February 28, 2031 will require City Council approval via Ordinance.

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

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

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

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

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

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

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

ARTICLE III COMPENSATION

3.1 Amount of Compensation. The City shall pay the Design Professional for performance of all Professional Services rendered in accordance with this Agreement, including reasonably related expenses, a total contract amount not exceeding \$3,077,440. The compensation for the Scope of Services shall not exceed \$2,286,562, and the compensation for Additional Services (described in Section 3.2), if any, shall not exceed \$790,878.

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

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

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

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

ARTICLE IV DESIGN PROFESSIONAL'S OBLIGATIONS

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

4.2 Right to Audit.

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

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

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

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

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

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

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

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

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

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

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

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

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

4.3.1.5 Aircraft Liability. Design Professional shall procure and maintain or cause its subconsultant to procure and maintain Aircraft Liability insurance to cover aviation operations related to this Agreement in an amount not less than \$1 million combined single limit for bodily injury and property damage.

4.3.1.6 Contractors Pollution Liability Insurance. Design Professional shall procure and maintain at Design Professional's expense or require Design Professional's Subcontractor, as described below, to procure and maintain Contractors Pollution Liability Insurance applicable to the Professional Services being performed, with a limit no less than \$1,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period of one year.

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

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

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

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

4.3.3 Acceptability of Insurers.

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

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

4.3.4 Required Endorsements.

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

4.3.4.1 Commercial General Liability Insurance Endorsements.

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

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

4.3.4.2 Worker's Compensation and Employer's Liability Insurance Endorsements.

WAIVER OF SUBROGATION. The Worker's Compensation policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected officials, officers, employees, agents and representatives for losses paid

under the terms of this policy or these policies which arise from work performed by the Named Insured for the City.

4.3.4.3 Aircraft Liability Insurance Endorsements

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

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

4.3.4.4 Contractors Pollution Liability Insurance Endorsements.

ADDITIONAL INSURED. To the fullest extent allowed by law, including California Insurance Code section 11580.04, the policy or policies shall be endorsed to include as an Additional Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of (a) ongoing operations performed by you or on your behalf, (b) your products, (c) your work, including your completed operations performed by you or on your behalf, or d) premises owned, leased, controlled, or used by you.

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

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

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

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

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

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

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

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

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

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

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

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

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

4.5 Contract Records and Reports.

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

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

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

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

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

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

4.6 Non-Discrimination Requirements.

4.6.1 Compliance with the City's Equal Opportunity Contracting Program. The Design Professional shall comply with the City's Equal Opportunity Contracting Program Design Professional Requirements [Exhibit D]. The Design Professional shall not discriminate against any employee or applicant for employment on any basis prohibited by law. The Design Professional shall provide equal opportunity in all employment practices. The Design Professional shall ensure that its Subcontractors comply with the City's Equal Opportunity Contracting Program Design Professional Requirements. Nothing in this Section shall be interpreted to hold the Design Professional liable for any discriminatory practice of its Subcontractors.

4.6.2 Non-Discrimination Ordinance. The Design Professional shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of Subcontractors, vendors or suppliers. The Design Professional shall provide equal opportunity for Subcontractors to participate in subcontracting opportunities. The Design Professional understands and agrees that violation of this clause shall be

considered a material breach of the contract and may result in contract termination, debarment, or other sanctions. This language shall be in contracts between the Design Professional and any Subcontractors, vendors and suppliers.

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

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

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

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

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

4.7.4 Subcontractor's Agreements. The Design Professional further certifies that each contract for Subcontractor Services for this Project shall contain language that binds the Subcontractor to comply with the provisions of Article IV, Section 4.7 of this Agreement, as required by Sections 2.A.(1) through (3) of Council Policy 100-17. Design Professionals and Subcontractors shall be individually responsible for their own drug-free work place program.

4.8 Title 24/Americans with Disabilities Act Requirements. Design Professional has sole responsibility for ensuring that all Project plans and other design services comply with all accessibility requirements under Title 24 of the California Code of Regulations, known as the California Building Code (Title 24), and under the Americans with Disabilities Act Accessibility Guidelines (ADAAG) in effect at the time the designs are submitted to the City for review. When a conflict exists between Title 24 and ADAAG, the most restrictive

requirement shall be followed by Design Professional (i.e., that which provides the most access). Design Professional warrants and certifies that any and all plans and specifications prepared for the City in accordance with this agreement shall meet all requirements under Title 24 and ADAAG. Design Professional understands that while the City will be reviewing Design Professional's designs for compliance in specific and certain areas under Title 24 and ADAAG prior to acceptance of Design Professional's designs, Design Professional understands and agrees that the City's access review process and its acceptance of Design Professional's designs in no way limits the Design Professional's obligations under this agreement to prepare designs that comply with all requirements under Title 24 and ADAAG.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.18 Storm Water Management Discharge Control. Design Professional shall comply with Chapter 4, Article 3, Division 3 of the San Diego Municipal Code, Storm Water Management Discharge Control and the Municipal Storm Water Permit (MS4) Permit, California Regional Water Quality Control Board Order No. R9-2013-0001 (amended by R9-2015-0001 and R9-2015-0100), Storm Water Standards Manual, as amended from time to time, and any and all Best Management Practice (BMP) guidelines and pollution elimination requirements as may be established by the Enforcement Official. Design Professional warrants and certifies that any and all plans, reports, and specifications prepared for the City in accordance with this agreement shall meet all requirements of the San Diego Municipal Code and Storm Water Standards Manual. Design Professional understands that while the City will be reviewing Design Professional's designs for storm water permit compliance prior to acceptance of Design Professional's designs, Design Professional understands and agrees that the City's Storm Water review process and its acceptance of Design Professional's designs in no way limits the Design Professional's obligations under this agreement to prepare designs that comply with all requirements of the San Diego Municipal Code and MS4 Permit.

The Design Professional shall review the completed Storm Water Applicability Checklist (DS-560) to confirm the project's appropriate storm water requirements. For all applicable projects, and to the maximum extent practicable, the Design Professional shall

incorporate and include Source Control and Low Impact Development (LID) design features or Site Design BMPs on the construction plans. In addition, for Priority Development projects, the Design Professional shall prepare a Storm Water Quality Management Plan in accordance with the requirements of the Storm Water Standards Manual and prepare a BMP plan showing all permanent BMPs, LID designs, hydromodification management plan facilities, and include sufficient details and cross sections for construction.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE V
RESERVED**

**ARTICLE VI
INDEMNIFICATION**

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

6.2 Design Professional Services Indemnification and Defense.

6.2.1 Design Professional Services Indemnification. To the fullest extent permitted by law (including, without limitation, California Civil Code Section 2782.8), with respect to the performance of design professional services, Design Professional shall indemnify and hold harmless the City, its officers, or employees, from all claims, demands or liability that arise out of, pertain to or relate to the negligence, recklessness, or willful misconduct of Design Professional or Design Professional's officers or employees.

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

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

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

ARTICLE VII MEDIATION

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

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

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

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

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

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

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

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

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

ARTICLE VIII INTELLECTUAL PROPERTY RIGHTS

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

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

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

8.4 Moral Rights. Design Professional, its employees, agents, talent, and independent Subcontractor(s) hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Deliverable Materials which Design Professional, its employees, agents, talent, and independent Subcontractor(s), may now have or which may accrue to Design Professional, its employees, agents, talent, and independent Subcontractor(s)’ benefit under U.S. or foreign copyright laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. The term “Moral Rights” shall mean any and all rights of paternity or integrity in or to the Deliverable Materials and the right to object to any modification, translation or use of said content, and any similar rights existing under judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

8.5 Subcontracting. In the event that Design Professional utilizes a Subcontractor(s) for any portion of the Work that is in whole or in part of the specified Deliverable Materials to the City, the agreement between Design Professional and the Subcontractor [Subcontractor Agreement] shall include a statement that identifies that the Deliverable Materials/Work product as a “work-for hire” as defined in the Act and that all

intellectual property rights in the Deliverable Materials/Work product, whether arising in copyright, trademark, service mark or other belongs to and shall vest solely with the City. Further, the Subcontractor Agreement shall require that the Subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to the City, all titles, rights and interests in and to said Work/Deliverable Materials, including all copyrights and other intellectual property rights. City shall have the right to review any Subcontractor agreement for compliance with this provision.

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

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

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

ARTICLE IX MISCELLANEOUS

9.1 Notices. In all cases where written notice is required under this Agreement, service shall be deemed sufficient if the notice is deposited in the United States mail, postage paid. Proper notice shall be effective on the date it is mailed, unless provided otherwise in this Agreement. For the purpose of this Agreement, unless otherwise agreed in writing, notice to the City shall be addressed to: Engineering & Capital Projects, c/o Shaza Nezha, MS 908A, 525 B Street, San Diego, CA 92101, and notice to the Design Professional shall be addressed to: Rick Engineering Company, Kevin Gibson, 5620 Friars Road, San Diego, CA 92110, kgibson@rickengineering.com.

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

9.3 Non-Assignment. The Design Professional shall not assign the obligations under this Agreement, whether by express assignment or by sale of the company, nor any monies due or to become due, without the City's prior written approval. Any assignment in

violation of this paragraph shall constitute a Default and is grounds for immediate termination of this Agreement, at the sole discretion of the City. In no event shall any putative assignment create a contractual relationship between the City and any putative assignee.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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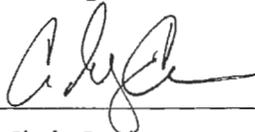
IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor, pursuant to Ordinance Number 0-21424, authorizing such execution, and by the Design Professional pursuant to Rick Engineering Company's signature authority document.

I HEREBY CERTIFY I can legally bind Rick Engineering Company and that I have read all of this Agreement, this 16th day of August, 2021.

By 
Kevin Gibson, PE, RCE No. 52295
PRINCIPAL-IN-CHARGE

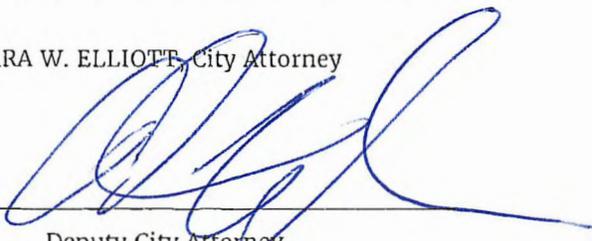
Dated this 29th day of April, 2022.

THE CITY OF SAN DIEGO
Mayor or Designee

By 
Cindy Crocker
Acting Deputy Director
Purchasing & Contracting Department

 I HEREBY APPROVE the form of the foregoing Agreement this 29 day of April, 2022.

MARA W. ELLIOTT, City Attorney

By 
Deputy City Attorney

DESIGN PROFESSIONAL AGREEMENT
EXHIBITS

**SCOPE OF SERVICES FOR
DESIGN OF OTAY 2ND PIPELINE PHASE 4 (H207169)**

Scope of Services

1. PROJECT MANAGEMENT

- 1.1. Project Management Support:
Provide management support to the City in the execution of the PROJECT's design phase and design-related issues during the bid, award, and construction phase.
- 1.2. Attend Meetings:
Attend meetings as requested by the City and coordinate the preparation of supporting materials as required. See Task 2 for specific meetings.
- 1.3. Project Scheduling and Budget Controls:
Establish, monitor and maintain PROJECT scheduling and budget controls. Initiate corrective action when deviations from scheduled task completions and budgets arise. The schedule shall include PROJECT tasks, interrelationships, milestones, and intermediate and final PROJECT deliverables, in accordance with the City of San Diego and other municipalities' Guidelines and Standards.
- 1.4. Monthly Progress Reports:
The Design Professional shall prepare monthly progress reports to provide coordination and communications between its own Project Management Team and individual Task Managers of the various PROJECT elements, activities, and tasks. Develop the format of the final monthly progress report in coordination with the City's Project Manager. The report will be used by the City for briefings that may be required. Progress Report will be more than just a few lines/bullet points, it will be a descriptive narrative supplemented with regular communications follow up (via phone and emails). The report shall be attached to the monthly progress invoice, where the invoice will include the contract amount, percent complete, amount remaining, billed to date, previous billing, and current billing. Report contents include, but are not limited to:
 - 1.4.1. Schedule Information
 - 1.4.2. Work Accomplished and Percentage of individual task completion
 - 1.4.3. Budget Information
 - 1.4.4. Problems Encountered (technical, financial. etc.)
 - 1.4.5. Out-of-Scope Authorizations
 - 1.4.6. Design Professional Action Items
 - 1.4.7. City Action Items
 - 1.4.8. Resolved Items and Resolution organized by issue
- 1.5. Coordination:
Provide coordination and communications between the City Project

Management staff and the Design Professional staff as necessary to keep the entire PROJECT Team informed of the PROJECT's progress on key issues and decisions. The Design Professional shall inform the City of subconsultant activities and relay any feedback from City staff. It will also be necessary for the Design Professional's Public Information Officer (PIO) to provide any information required to fulfill the community and environmental expectations of the project.

2. PROJECT DESIGN MEETINGS

The Design Professional shall prepare meeting agenda and minutes for all meetings and distribute these to attendees and others designated by the City's Project Manager. Ensure that all PROJECT Team action items are addressed by the appropriate task managers.

Anticipated meetings are as follows:

2.1. Kick-Off Meeting:

The City will conduct a design kick-off meeting and the Design Professional shall have its Project Manager and Project Engineer attend the meeting. The Design Professional will present its PROJECT Schedule.

2.2. Monthly Progress Meetings:

Design Professional will lead monthly progress meetings with task managers and/or major subconsultants assisting in performing work.

2.3. Submittal Meetings:

The Design Professional shall attend submittal meetings to review various design issues prior to the submittal. The meetings will be held prior to the Basis of Design Report, 30% Design, 60% Design, 100% Design, and Final Design. The Design Professional to also meet with the City after the City has provided its comments to each of the submittal phases, except the final submittal, which is assumed to have no additional comments from the City.

2.4. Operations/ Post Submittal Meetings:

The Design Professional shall attend operations meetings with the City to review various design issues after submittal. The meetings will be held after preparation of the Basis of Design Report, 30% Design, 60% Design, 100% Design, and Final Design. The Design Professional shall respond to City and Public Utility Department comments in a form provided by the City.

2.5. Traffic Control Meetings:

The Design Professional shall attend Traffic Control Meetings with the City Traffic Engineer or the appropriate agency at 60% Design, 100% Design, and Final Design if needed (Assume 5 meetings). Traffic Control meetings with the County of San Diego or City of Chula Vista are included in the Jurisdictional Agency Meetings task.

2.6. New Easement Package Meetings:

The Design Professional shall attend easements meetings with the City of San Diego Real Estate Asset Department (READ) and/or additional appropriate agencies

to discuss the proposed easements at the Basis of Design Report, 30% Design, 60% Design, 100% Design, and Final Design if needed (Assume 7 meetings). Easements coordination meetings with the County of San Diego, City of Chula Vista, Otay Water District and other private entities are included in the Jurisdictional Agency Meetings task.

2.7. ADA Meetings:

The Design Professional shall attend meetings with the City CIP Access Law Compliance Officer or the appropriate agency to discuss ADA design at 60% Design, 100% Design, and Final Design (Assume 5 meetings). ADA meetings with the County of San Diego or City of Chula Vista are included in the Jurisdictional Agency Meetings task.

2.8. QA/QC Meetings:

The Design Professional shall attend meetings with the City Quality Control/Quality Assurance section or the appropriate agency to discuss the plans, specifications and bid items (Preferable at 100% Design) (Assume 3 meetings).

2.9. Jurisdictional Agency Meetings:

The Design Professional shall attend meetings with various agencies requiring coordination for this PROJECT (Assume 30 meetings). These may include, but are not limited to Army Corps of Engineers, California Fish & Wildlife Service, Regional Water Quality Control Board, US Fish & Wildlife Service, Kaiser Permanente, Otay Water District, County of San Diego, City of Chula Vista, SDCWA, SDG&E, Sweetwater Authority, departments within the City of San Diego, and various franchise utilities. Environmental Design Professional will work with City staff to initiate agency coordination meetings with the County of San Diego and City of Chula Vista planning staff at the early stage of the 30% Design. Communication protocols and documentation format requirements will be discussed. The initial meetings will determine if additional technical documents are needed and whether the City of San Diego technical documents meet/satisfy the County and City of Chula Vista's submittal requirements.

3. PRELIMINARY INVESTIGATIONS AND TECHNICAL REPORTS

Throughout the scope of services, any transport of hazardous materials shall be performed by the City of San Diego Environmental Services Department.

3.1. As-Built Research and Base Mapping:

3.1.1. Review City-provided or City of Chula Vista or County-provided surveys and perform survey research from other agencies. Import Microstation files and check for areas needing additional surveys.

3.1.2. Perform as-built research and obtain all additional as-builts that have not been provided by the City.

3.1.3. Obtain and review franchise and agency-provided utility data. Plot on topo and create base sheets.

3.1.4. Document Review. Review documents prepared by others, including geotechnical data, City of Chula Vista plans if applicable, County of San

EXHIBIT A

Diego plans and Atlas Maps, Sweetwater Authority plans and Atlas Maps, Otay Water District, planning report, various City Record Drawings and design standards, and SDCWA plans.

3.1.5 Prepare base mapping based upon all research to conform to City of San Diego Microstation standards.

3.2. Site Investigation:

The Design Professional shall perform site walks to identify existing site conditions and catalog utility appurtenances and above ground features along the proposed alignment. Design Professional shall take pictures during site visits and have them readily available to share upon request from the City. (Assumes a total of 10 site visits with a minimum of two (2) staff members on site at a time)

3.3. Supplemental Field Surveying:

Surveying Design Professional to perform supplemental field survey to provide additional detail of key design components and obtain field monuments required to complete mapping of new easements. (Assume 10 days of survey)

3.4. Geophysical Utility Locating:

A non-destructive geophysical utility designation will be provided along the alignment at 8 locations. The evaluation will include the use of a Geonics EM61 MK2 time domain instrument, GSSI SIR 4000 ground penetrating radar (GPR) with a 350 MHz transducer, Fisher M-Scope pipe and cable locator, Schonstedt magnetic gradiometer, and RD8000 line tracer. This information, along with a review of record information, will be used to help us identify locations for potholes. The Design Professional shall obtain all necessary encroachment permits and private property easement access permissions for subsurface investigations.

3.5. Geotechnical Investigation:

3.5.1. Phase I Environmental Site Assessment:

Geotechnical Design Professional to prepare a Phase 1 Environmental Assessment (Phase I ESA) study in order to evaluate the potential for impacts from the presence of hazardous materials at or the vicinity of the project site. The Phase I ESA study will be performed in general conformance with the American Society for Testing and Materials (ASTM) Standard Practice E1527 - 13 and E2600 – 10. The scope of the project will include information review, site reconnaissance, interviews with individuals with knowledge of cases/sites which are deemed to pose high risk to the project alignment, data analysis and reporting. Geotechnical Design Professional will prepare a Draft Report for review by project team and the City of San Diego, and other agencies (County of San Diego and City of Chula Vista). Upon receipt of the review comments, a Final Report will be prepared that incorporates responses to the comments that we received.

3.5.2. Geotechnical Field Exploration:

Geotechnical Design Professional to perform a geotechnical field exploration

EXHIBIT A

and laboratory testing program to evaluate and characterize the subsurface conditions along the project alignment. The field investigation is anticipated to include the performance of the following tasks.

- Research and review of geotechnical maps and literature pertaining to the site and vicinity including the previous geotechnical report for the PROJECT and geotechnical reports for nearby structures and improvements.
- Research and review of historic aerial photographs and topographic maps of the area.
- Prepare a boring location map for review and approval by Civil Engineer and the City.
- Perform a field reconnaissance to select suitable locations for the exploratory soil borings.
- Coordinate utility clearance of the proposed boring locations through Underground Service Alert (USA).
- Obtain encroachment and traffic control permits from the County of San Diego and City of Chula Vista. Permit fees is included in additional items
- Obtain soil boring permits from the County of San Diego Department of Environmental Health and Quality (DEHQ).
- Prepare and process traffic control plan for the borings in the streets of the County of San Diego and City of Chula Vista. Appropriate signage shall be provided during field drilling activities.
- Assist project team in the preparation of permit applications for borings located in environmentally sensitive areas.

The following is the assumption of the numbers and depths of borings that will be performed for the subject project.

- Three borings at the Sweetwater Channel trenchless crossing. One boring each on each side of the channel embankments, and one boring in the middle of the channel. The embankment borings will be advanced to the maximum depth of 60 feet below the ground surface (bgs). The boring in the middle of the channel will be advanced to a depth of 30 feet bgs.
- Two borings at H Street Crossing to a maximum depth of 55 feet bgs.
- Three borings at Telegraph Canyon Crossing. Two borings to maximum depth of 65 feet bgs and one boring to maximum depth of 30 feet bgs.
- Seven borings to evaluate cut-and-cover pipeline construction. Maximum boring depth is estimated to be on the order of 15 feet bgs.

EXHIBIT A

The borings will be advanced using conventional hollow-stem auger drilling methods to the target depth, or less if drilling refusal on hard bedrock or large cobbles are encountered. Borings performed for trenchless crossings will be advanced to the target depths using various drilling methods depending on the subsurface conditions. The drilling methods are anticipated to range from air rotary, mud rotary and rock coring. The borings located in the Sweetwater Channel and environmentally sensitive area will be performed with an all-terrain drill rig and the borings located in public right-of-way will be performed with a truck-mounted drill rig.

The field investigation will be performed under the direction of an experienced field geologist or engineer. The soil materials encountered in the borings will be visually classified and logged, and representative samples of the soils will be collected for laboratory testing and analysis. During drilling, Standard Penetration Tests (SPT) will be performed with a specially manufactured "split spoon" sampler at selected depths. Relatively undisturbed samples will be obtained by driving a 3-inch (OD) diameter standard California sampler with a special cutting tip and inside lining of thin brass rings into the soils at the bottom of the borehole. Soil cuttings retained in the samplers will be field screened for the possible presence of volatile organic compounds using a MiniRAE 3000 gas monitor. In addition, loose bulk samples will also be collected from each borehole. Geotechnical Design Professional will also collect corrosivity samples from depth intervals as directed by corrosion engineer.

Upon completion of the field exploration activities, the borings will be backfilled with 2-sack concrete grout mix. Borings that are located in the paved public right-of-way will be repaired with hot mix asphalt-concrete (A.C.) to match the adjacent pavement surface. The work areas will be cleaned and any excess soil and/or fluid will be removed for offsite disposal. Geotechnical laboratory tests will be performed on selected soil samples to verify field classifications and to evaluate certain engineering characteristics. Laboratory tests will be performed in general conformance with the American Society for Testing and Materials (ASTM) or other generally accepted testing procedures. In addition, AGE will perform corrosivity testing which includes soil pH, resistivity, soluble sulfate, chlorides and bicarbonates concentrations.

3.5.3. Geotechnical Report:

Upon completion of the field and laboratory testing programs, the Geotechnical Design Professional will analyze the field and laboratory test data, and prepare a written Draft Report to present a summary of the

findings, including the final field and laboratory test results, along with opinions and recommendations. The geotechnical report will be prepared in accordance with the City of San Diego Guidelines for Geotechnical Reports (2018) The report will address the following geotechnical issues:

- General surface and subsurface conditions;
- General geologic conditions and potential geologic hazards;
- Groundwater conditions, if encountered within the maximum depth of exploration;
- Soil/rock excavation characteristics;
- Allowable soil bearing capacity and earth pressures;
- Modulus of subgrade reaction;
- Soil settlement/ heaving characteristics;
- Soil chemical analysis, including pH, chloride and sulfide concentrations, and soil box resistivity testing to be provided to Design Professional's subconsultant;
- Groundwater conditions based on the groundwater level encountered in the borings at the time of drilling and a review of existing information available on the Geotracker database; and
- General construction-related considerations, including earthwork guidelines, trench backfilling operations, temporary sloped excavations and shoring, and construction dewatering, if applicable.

Following receipt of review comments from the Prime Design Professional and the City of San Diego, Geotechnical Design Professional will prepare and submit a response letter. Once the response letter is approved by the City Development Services Department, a Final Report will be submitted to the City of San Diego, County of San Diego, and the City of Chula Vista that will incorporate the responses to all the review comments that were received.

3.6. Potholing:

Conduct site verification of utilities and identify those that require potholing. (Assume 70 potholes total). The actual quantity, location and depth of potholes will be determined by Design Professional and reviewed by The City during the design phase. The Design Professional shall obtain all necessary encroachment permits for subsurface investigations. A full written report will be provided; detailing size, material, depth, location and orientation of exposed utilities. The Design Professional will notify 811 (Dig Alert), delineate USA boxes and mark the pothole layout. The Design Professional will backfill potholes and maintain resurfacing of asphalt or concrete in accordance with City standards. The handling and disposal of hazardous materials is excluded. Services to be provided through design phase only.

3.6.1. 30% Utility Potholing:

EXHIBIT A

It is assumed that up to ten (10) potholes will be performed during the 30% Design Phase to assist with the establishment of the preferred alignment.

3.6.2. 60% Utility Potholing:

It is assumed that up to sixty (60) potholes will be performed during the 60% Design Phase to assist with the establishment the vertical profile of the selected alignment.

3.7. Environmental:

3.7.1. Environmental Permitting Services:

3.7.1.1. Hazardous Waste Technical Study:

Environmental Design Professional will assist the project team during the early Basis of Design Report phase to document the presence of properties, which may have been impacted by hazardous materials or wastes. As stated in the RFQ, two leaking underground storage tank (LUST) cases have been documented within 1,000 feet of the existing pipe alignment, with one LUST case located within 500 feet of the existing pipe alignment. The Hazardous Waste Technical study will include a review of federal, state, and local databases (EDR Database Report), online regulatory databases (Geotracker and Envirostor websites), and other historical resources (aerial photographs and topographic maps). Any additional LUST cases beyond the two that have been previously documented shall be included in the Hazardous Waste Technical Study. The analysis will address existing environmental conditions in the project area, to assist the planning and design process for the proposed pipeline replacement work that may be affected by hazardous materials or wastes. Information from the technical study will assist the City complete the CEQA Initial Study checklist with regards to hazardous waste. Environmental Design Professional will prepare one draft review for review by City staff. Following receipt of review comments, a final report will be prepared for submittal to the City.

3.7.1.2. Planning Document Review:

Environmental Design Professional will assist the project team by researching City of San Diego, City of Chula Vista and County of San Diego planning documents that are relevant to the project design. The research will focus on General Plan, Zoning Ordinance, regional plans, community plans, CEQA Significance Determination Thresholds, Land Development Manual, etc. Information obtained during the document research will be summarized in a letter report.

3.7.1.3. Environmental Permitting Support:

EXHIBIT A

Environmental Design Professional will assist the project team during the environmental permitting phase and coordination with applicable agencies. Environmental Design Professional will assist the team by developing a permitting strategy plan that identifies the permit requirements, schedule expectations and submittal package requirements for applicable permits. The permitting strategy plan will be submitted to the City for review. Environmental Design Professional will also assist the project team to complete the Agency Permit Log on a monthly basis for a 12-month period. This will include submittal dates, meeting dates, dates of when comments were received, and information to track follow-up telephone calls and correspondence.

Management tasks will consist of formal and informal communication with the technical team management, City staff, and other applicable agencies. Communication will take the form of telephone conversations and e-mail. Environmental Design Professional will work with the team’s biologist and archaeologist to arrange meetings and coordinate correspondence necessary for obtaining the permits from the regulatory agencies.

The relevant agencies, their respective permits or approvals, and the CEQA documents and other approvals, as needed, associated with different types of permits are summarized in the following table.

<p>U.S. Army Corps of Engineers (ACOE)</p>	<p>Regional General Permits, Individual Permits, Nationwide Permits</p> <ul style="list-style-type: none"> • Public Notice • NEPA Documentation, including exemptions, Environmental Assessments (EA) EIS, Finding of No Significant Impact (FONSI) and 404 (b)(1) evaluation • Biological Opinion from USFWS, if federally listed species may be affected by a proposed activity that is not otherwise covered under Incidental Take Authorizations • Water Quality Certification from RWQCB (see below) • Section 106 compliance under the National Historic Preservation Act, if proposed activities would affect cultural resources potentially eligible for listing on the National Register of Historic Places • Mitigation Plan
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Regional Water Quality Control Board (RWQCB)	<p>Water Quality Certification</p> <ul style="list-style-type: none"> • CEQA documentation, including categorical exemptions, Initial Study/Mitigated Negative Declaration (IS/MND), EIRs • Mitigation Plan
California Department of Fish and Wildlife (CDFW)	<p>Streambed Alteration Agreement/Memorandum of Understanding</p> <ul style="list-style-type: none"> • CEQA Documentation • 2081 Incidental Take Permit, if state-listed species may be affected by the proposed activities that are not otherwise covered under existing Incidental Take Authorizations • Mitigation Plan

3.7.1.4. Environmental Public Projects Assessment Package:

Environmental Design Professional will assist the project team to prepare the Environmental Public Projects Assessment package for submittal to DSD and the County. The package is to be prepared per submittal requirements of the County of San Diego. There will be two (2) re-submittals of the Environmental Assessment package.

3.7.2. Biological Services:

3.7.2.1. Geotechnical Testing Monitoring:

Biological Design Professional will provide letters of qualification for the biological monitors, prepare Consultant Construction Monitoring Exhibits, and attend the pre-construction meeting. A qualified biologist will conduct a site walk with the geotechnical crew to assist with the final identification of the test pit locations outside of biologically sensitive areas and will be present throughout the duration of the project to brief the crew about and monitor sensitive resource, construction boundaries, and BMPs, if needed. If construction cannot avoid the avian and raptor breeding season (Feb 1 through Sep 15), a pre-construction survey for active raptor and migratory bird nests should be conducted within approximately 48 hours prior to the start of construction by the project biologist. The results of the survey will be provided to the City. If active nests are found, the General Bird Mitigation of the Environmental/Mitigation Requirements will be applied to the testing.

3.7.2.2. Research, Scheduling, and Field Preparation:

Biological Design Professional will review pertinent on-line materials, maps, websites, and existing biological documents for the alignment and locales, conduct database searches for sensitive species known to occur within the project area or vicinity, identify potential access routes for survey and for vehicles, schedule the

project work, and prepare field maps.

3.7.2.3. Vegetation Mapping, General Botanical and Zoological Survey:

Two Biological Design Professional biologists will map vegetation and conduct a general botanical and zoological survey of the alignment, will map sensitive species observed, and will assess the habitat potential for sensitive species to occur. Biological Design Professional will take photos along the alignment including potential access routes for boring equipment.

3.7.2.4. Jurisdictional Delineation:

Biological Design Professional will perform jurisdictional delineation of wetland and unvegetated creeks pursuant to current U.S. Army Corps of Engineers (USACE) and California Department of Fish and Wildlife (CDFW) guidelines. The delineation will be limited to those areas with potential to be impacted within the areas identified in Task 3, and will determine the need for avoidance and/or project permits, including a federal Clean Water Act (CWA) Section 404 Permit, a California Fish and Game Code Section 1602 Streambed Alteration Agreement, and a State Water Resources Control Board CWA Section 401 Water Quality Certification. Wetland boundaries within the areas will be determined based on the three parameters of vegetation, hydrology, and soil as well as connection to a Traditional Navigable Waterway (TNW) for federal jurisdiction.

3.7.2.5. Rare Plant Survey:

Biological Design Professional will conduct a rare plant surveys in the early spring (March), late spring (April/May), and summer (July/August) to identify all special status plant species that would require avoidance or mitigation if impacted. The alignment and the 300-foot buffer will be systematically surveyed with focus on areas most likely to support rare annual plants. Locations will be recorded with sub-meter GPS.

3.7.2.6. Biological Technical Report:

A Biological Technical Report will be created to cover both phases and will be prepared in compliance with the City's 2018 Biology Guidelines. This report will include a summary, descriptions of the methods used to survey the alignment, and the quantity and quality of the biological resources found during the field surveys, the potential for additional sensitive resources to occur on the site, regulatory issues related to the resources on the site, separate impacts and potential mitigation measures for impacts, per City of San Diego, MSCP and CEQA thresholds and the requirements of

the County and City of Chula Vista. This report will be prepared for the initial 30% submittal, and with revisions and responses to comments for the 60% and 100% submittals.

3.7.2.7. Revegetation Plan:

Biological Design Professional will prepare a Revegetation Plan specifically for the impacts associated with project implementation according to the City's General Outline for Revegetation/Restoration Plans (2018) and the City's Municipal Code Landscape Requirements (2014).

3.7.2.8. Preparation and Submittal of 404/1602/401 Permit Applications:

If jurisdictional resource would be impacted, Biological Design Professional will prepare and submit the following permit applications and agreement requests for the proposed project.

- 404 Permit- Biological Design Professional will prepare a Nationwide Permit (NWP) Preconstruction Notification (PCN) for submittal to the USACE. NWP 12 may be used utility line activities. This NWP authorizes discharges of dredged or fill material into non-tidal waters of the United States for the construction of utilities, including for the construction, maintenance, repair, and removal of utility lines and associated facilities.
- 1602 Streambed Alteration Agreement- Biological Design Professional will prepare and submit a Division 2, Chapter 6, Section 1602 Streambed Alteration Agreement request to the CDFW for project effects on areas under CDFW jurisdiction.
- 401 Water Quality Certification- Biological Design Professional will prepare and submit a 401 Water Quality Certification application to the San Diego RWQCB. The RWQCB also regulates discharges to Waters of the State under authority of the Porter-Cologne Water Quality Act.

3.7.2.9. Environmental Permit Supporting Documents:

- Jurisdictional Delineation Report- Biological Design Professional will prepare a Jurisdictional Delineation Report to support the application for approvals from the USACE, CDFW, and RWQCB. The report will describe wetland regulations, identify the criteria upon which the agencies base their jurisdiction, identify the areas of jurisdiction along the alignment and along access routes, and will estimate project impacts.

- **Conceptual Mitigation Plan- Biological Design**
Professional will work with project team to identify needed and feasible mitigation approaches (on or off site or use of mitigation bank credits) for the impacts of the proposed project and will develop a conceptual wetland mitigation plan for any proposed on-site or off-site wetland creation, restoration, and enhancement, as needed. This plan will be used to support the resource agency permitting efforts described above for Task 8. This task does not include final mitigation plans or construction drawings and specifications.

3.7.3. Cultural and Paleontological Resources:

3.7.3.1. Cultural Resources Study:

Environmental Design Professional will prepare a cultural resources study to assist the project team with the supporting documentation which will be included in the City's CEQA review process. The cultural resources study for the CEQA review and documentation would include a records search from the South Coast Information Center (for both historic and archaeological resources), a Sacred Lands File search from the Native American Heritage Commission, contacting the local Native American community, a field survey of the Area of Potential Effect (APE), and an archaeological survey report detailing the methods and results of the study, as well as recommendations, including mitigation measures.

3.7.3.2. Paleontological Resources Study:

Environmental Design Professional will prepare a paleontological resources study to assist the project team with the supporting documentation which will be included in the City's CEQA review process. The paleontological resources study for the CEQA review and documentation would include a records search from the San Diego Natural History Museum (SDNHM) which includes a review of published geological maps covering the Area of Potential Effect (APE), a search of paleontological collection records to determine if any documented fossils are known from within the APE, a field survey of the APE, and a letter report detailing the methods and results of the study, as well as recommendations, including mitigation measures.

3.8. Site Corrosivity Assessment:

Determine the corrosivity of the existing soils to assist with selecting the best

corrosion protection for the steel piping for the PROJECT. A coatings review will be provided to analyze different coating options. The following tasks shall be performed:

3.8.1. Document Review:

Review of Basis of design plans and specifications for the PROJECT pipeline and associated appurtenances. Review documents prepared by others, including geotechnical data, City of Chula Vista plans if applicable, County of San Diego plans and Atlas Maps, Sweetwater Authority plans and Atlas Maps, Otay Water District, planning report, various City Record Drawings and design standards, and SDCWA plans.

3.8.2. Field Resistivity Testing and Field Investigation:

Measure field resistivity using the Winner Four Electrode Method at the proposed piping location. Locations tested will be dependent on accessibility along the proposed alignment. Perform a visual inspection along the alignment for potential sources of stray current. These tasks will be performed during site visits.

3.8.3. Soil Analysis & Letter Report:

Review the soil sample reports provided by the geotechnical engineer. The report is expected to include as- received and saturated resistivities and chemical analysis of chlorides, sulfates, pH of the soil. Prepare a letter report with the results of the soil resistivity testing, chemical analysis and recommendations for corrosion control.

3.8.4. Coatings Review:

Review coatings options and provide recommendations to be incorporated into the BDR.

4. PERMITTING

This task involves obtaining permits from various agencies and written permission to work in easements involved with the construction of the pipeline.

The permit process will be determined by the County and City of Chula Vista for pipeline located in their respective jurisdictions upon their receipt of the 30% design plans and other required documents; The City of San Diego, County of San Diego, and City of Chula Vista shall be consulted for their input on technical studies. These may include, but are not limited to:

4.1. Permits:

4.1.1. An encroachment permit with the County of San Diego

4.1.2. An excavation permit with the County of San Diego

4.1.3. A traffic control plan/permit with the County of San Diego

4.1.4. An encroachment permit, excavation permit, and traffic control permit with the City of Chula Vista

- 4.1.5. A State Regional Water Quality Control Board (RWQCB) – 401 Water Quality Certification
- 4.1.6. A U.S. Army Corps of Engineers (ACOE) – 404 Permit.
- 4.1.7. A California Department of Fish & Wildlife (CDFW) – 1602 Streambed Alteration Agreement.
- 4.1.8. A Traffic Control Plan (TCP) is required. Coordination with the County of San Diego and the City of Chula Vista for approval of the TCP for portions of the project located in their respective jurisdictions is required.
- 4.2. Stakeholder Coordination:

Coordination with City of Chula Vista, County of San Diego, Kaiser Permanente, Glen Abbey Cemetery, and private property owners to obtain written permission to enter property to perform preliminary investigations, and to prepare easement documents to re-establish and/or acquire new easement for needs of the proposed alignment. The City's READ will perform the appraisal, negotiations and processing for acceptance and final recordation of the temporary and permanent easements for the proposed alignment. The Design Professional shall provide all materials necessary for permit submittal packages, and for re-establishing and acquiring new easements (Plats, Legal Descriptions, and Deed Preparation as described in Task 4.3), arrange all meetings, and coordinate all correspondence necessary for obtaining the permits and permissions listed above. The Design Professional shall maintain an Agency Permit Log throughout the duration of the PROJECT. This ensures that submittals made to jurisdictional agencies and regulatory agencies are completed in a timely fashion to avoid potential PROJECT delays. This log shall contain submittal dates, meeting dates, dates of when comments were received, and shall track follow-up telephone calls and correspondence.
- 4.3. Easement documents:
 - 4.3.1. Establish Existing Right of Way and Easements:

Design Professional will perform public record research to collect available survey monumentation records to accurately establish supplemental right of way and property lines. It is assumed that approximately half of the non-residential parcels adjoining the existing right of way will be impacted. Rights of way and easements will be located from available mapping & documents provided by City Field Surveys section.

The field data will be processed, and an analysis will be performed to prepare a base CAD file conforming to City CADD standards.
 - 4.3.2. Preliminary Easement Exhibits:

Preparation of draft easement exhibits will be submitted with the 30% submittal package for initial review by property owners. It is assumed the City will forward the preliminary easement exhibits to the affected property owners with a notification letter.

4.3.3 Preparation of Plats, Legals, and Deeds:

Based on the water pipeline design, Plats and legal descriptions and deeds will be prepared by the Design Professional and processed with the City of San Diego's Real Estate Asset Department to create 15 new water easements and 20 temporary construction easements where required. An additional 15 plats and legal descriptions will be prepared by Design Professional to vacate portions of existing water easements where they are no longer necessary. Draft plats and legal descriptions will be submitted with the 60% submittal package. Upon acceptance of the plat and legal description documents by the City of San Diego, the deeds will be prepared. It is assumed that preparation of deeds is not required for the vacated easements.

GENERAL

All design submittals shall be in accordance with City of San Diego Engineering and Capital Projects Engineering Documents & References located at: <https://www.sandiego.gov/ecp/edocref/> shall also be in accordance with the current Greenbook, California MUTCD, City of Chula Vista, County of San Diego Standards (where required), Sweetwater Authority Standards, Otay Water District (where required), and any other applicable and accepted codes used in the County of San Diego. If a standard changes prior to the 60% Design Submittal, the Design Professional shall update the plans and specifications to the current standard, unless the City or other responsible agency determines the change is not significant. It is the City's obligation to notify the Design Professional of any changes to City Standards after receiving the Notice to Proceed on the project. The Design Professional will perform quality assurance and quality control (QA/QC) reviews throughout the course of the project consistent with the Design Professional's policies as outlined in their QA/QC Quality Management Manual. As part of the QA/QC efforts, all notes and design calculations, along with design drawings and specifications will be reviewed by an appropriate reviewer independent of the project design team. Specific efforts on this project will include: Development of a Project Review Work Plan, which defines the project approach and provides a basis of QA/QC and technical reviews. Conformance to the City's drafting and design standards, guide specifications and standard details. A constructability review will be completed as part of the 60% and 100% Design stage. Review of all notes and design calculations by appropriate reviewers independent of the project team prior to each design submittal. All work product deliverables, including detailed checking of work by in-house staff and subconsultants will be reviewed prior to submittal to the City. Technical reviews will include reviews for code compliance/safety, operability, constructability, bid-ability, errors/omissions and clarity.

- The Design Professional shall include, as part of this scope of services, any activity related to the acquisition of information necessary for developing the design, for example: geotechnical investigations, potholing, utility coordination and early assessment of alternatives to guarantee the durability and good performance of the elements to be designed.

- Construction Cost Estimate: The Design Professional shall prepare construction cost estimates per the latest Master Bid List. Detailed construction cost estimates shall be prepared and submitted with the 30%, 60%, 100%, and Final Design submittals.
- The Design Professional will be required to coordinate with all agencies involved and acquire all permits, right of entry, and encroachment permits to complete the design and construction of the project.
- Topographic survey shall be performed for City's Field Engineering and will be available upon Design Professional request.

5. BASIS OF DESIGN REPORT (BDR)

- 5.1. General: Otay 2nd Phase 4 Pipeline Planning Study contains basis of alignments and it shall be used as guidance for the Design Professional in developing the design and identifying all the studies needed for the design. The BDR will evaluate alternatives for the alignment in private property easements, will evaluate whether existing easements can be maintained or must be re-established, evaluate the use of trenchless technology versus rerouting the pipeline within public right of way via open trench methods, provide coating/lining alternatives, and evaluate valve types along the alignment.

The BDR shall cover the following topics: Utility research, pipeline design criteria and standards, pipeline material evaluation, revegetation/mitigation requirements, environmental impacts, ADA standards and improvements, alternatives analysis and evaluation, evaluation criteria and definitions, easements and right-of-way requirements, agency and permitting requirements, conflicts with existing utilities, traffic and potential community disruption (Schools, Police, Fire, etc.), traffic control approach, pipe construction methods/constructability, maintenance access, trenchless construction evaluation, geotechnical considerations, preferred pipe alignment, preferred alignment recommendation, scoring of alternatives, community outreach plan, geotechnical investigation plan, Sweetwater Authority pipe alignment, Construction Schedule, and Preliminary Construction Cost Estimates for each alternative.

5.1.1. Alternative Analysis:

As part of the BDR, Design Professional will evaluate the options of relocating the alignments out of the open space parcels and into the existing roadways. This alternative analysis will evaluate the possible roadway alignments from where the existing pipeline crosses East H Street to the tie-in location at Telegraph Canyon Road. The possible streets to be included in the analysis include: East H street, East J Street, Paseo Del Rey, Paseo Ladera and Telegraph Canyon Road. This analysis will identify possible

corridors within the existing roadway that the proposed pipeline will be located and will include coordination with the City of San Diego Public Utilities Department (PUD) and the City of Chula Vista.

Additionally, alternatives for 4 trenchless alternatives will be evaluated to minimize impacts to environmentally sensitive habitat.

5.1.2. Geotechnical Desktop Study:

Geotechnical Design Professional to prepare a geotechnical desktop study to assist Design Professional with the alternative analysis alignment selection and preliminary design. The geotechnical desktop study will include a review of readily available information and a field reconnaissance of the project alignment. The information that will be reviewed includes published geologic literature and maps, historical aerial photographs and topographic maps, and geotechnical data and reports prepared by others pertaining to the project study area.

5.1.3. Preliminary Opinion of Probable Cost Estimates for Alternatives

The Design Professional shall prepare preliminary rough order of magnitude opinion of probable construction cost estimates per the latest Master Bid List for the BDR for each alternative. Detailed construction cost estimates shall be prepared and submitted with the 30%, 60%, 100%, and Final Design submittals.

5.2. BDR Deliverables

5.2.1. Draft BDR with alternative evaluation matrix

5.2.2. Preliminary Construction Cost Estimates for Alternatives

5.2.3. Basis of Design Calculations

5.2.4. Recommended Alternatives

5.2.5. Final BDR

5.2.6. Geotechnical Desktop Study

6. THIRTY PERCENT (30%) DESIGN SUBMITTAL

Thirty Percent (30%) Design Submittal: The Design Professional shall submit 30% level design drawings and the Basis of Design Report for City and County review and approval. The 30% Design will, at a minimum, fulfill the requirements of all applicable design and drafting checklists for water and right-of-way design in the City of San Diego, City of Chula Vista, County of San Diego, and Otay Water District and Sweetwater Authority where applicable. The plans shall identify private parcels impacted by the project and shall show preliminary locations of temporary and permanent easements.

6.1. 30% Design Deliverables:

It is assumed that the Project will generate approximately 43 sheets at 30%. However, as long as it is within the project scope, any additional sheets required to establish a clear design shall be included at no extra charge to the City.

6.1.1. 30 Percent Design Drawings, Full Size (8 sets), and Half Size includes

EXHIBIT A

Environmental Public Projects Assessment package first submittal to County) (7 sets)

The civil engineering project drawings at the 30% Design Submittal will consist of the following sheets:

- Title Sheet (1 Sheet)
- Sheet Index Sheet (1 Sheet)
- Key Map Sheets (2 Sheet)
- Typical Cross Section Sheets (1 Sheet)
- Demolition Sheets (8 Sheets)
- Sweetwater Authority Relocation (1 Sheet)
- Plan and Profile Sheets (29 Sheets)
 - Water Main plan view only of pipeline line work and existing utilities with profile of existing ground and utilities [1"=40' Horiz. & 1"=4' Vert. Scale]

6.1.2. Microstation files.

6.1.3. Digital file submittal for QAQC review,

6.1.4. PUD package submitted for their review (draft memo with required attachments to be provided at design kick-off meeting),

6.2. Outline Specifications that shall provide a list of technical special provisions that will be required for the project beyond the specifications from the Greenbook/Whitebook.

6.3. Preliminary Opinion of Probable Construction Cost Estimate.

6.4. Right of Way/Easement Exhibit

7. **SIXTY PERCENT (60%) DESIGN SUBMITTAL**

The Design Professional shall advance the 30% Design to 60% Design level. Design Professional shall incorporate agreed-upon City comments from the 30% Submittal review. Technical specifications at 60% level along with the 60% Design drawings shall be prepared and submitted by the Design Professional. The City will provide comments on the 60% Design submittal to be incorporated in the next design. Failure to meet all submittal requirements shall result in rejection of submittal by the City.

For conflicts with outside utilities (including SDGE) identified during design or construction, the Design Professional shall notify the City of San Diego once the conflict has been identified to discuss the conflict locations. When feasible, the Design Professional shall design around the identified conflict, per the agency design requirements. The Design Professional shall notify the City if the conflict cannot be designed around or a relocation of the utility conflict is required, and the Design Professional shall incorporate all required notes on plans and shall schedule their work accordingly to allow time to coordinate the conflicts with the outside utility company and for the outside utility company to relocate the

conflict.

7.1. 60% Design:

It is assumed that the Project will generate approximately 70 sheets at 60%.

However, as long as it is within the project scope, any additional sheets required to establish a clear design shall be included at no extra charge to the City.

7.1.1. 60 Percent Design drawings, Full Size excluding Traffic Control (8 sets), and Half Size (9 sets).

The engineering project drawings at the 60% Design Submittal will consist of the 30% drawing and the additional plan sheets:

- Notes Sheet (1 Sheets)
- Water Plan and Profile Sheets [1"=40' Horiz. & 1"=4' Vert. Scale]
 - Water Main plan view pipeline line work with utility appurtenances shown (valves, hydrants, blowoffs, air vacs, etc.) Preliminary vertical pipeline line work with proposed crossing locations identified
 - Contractor and City Forces notes will be added
 - Existing utility crossings and existing water main line work where replacing in place
- Pipeline abandonment plans and details (Preliminary) (2 Sheets)
- Cathodic protection plans and details (4 Sheets)
- Work by City Forces/Highlining Construction Staging Sheets (Preliminary) (2 Sheets)
- Fire Department Sheets (Preliminary) (2 Sheets)
- Surface Improvement Sheets (Preliminary) [1"=40' Scale] (4 Sheets)
- Curb Ramp Location Sheets (Preliminary) (2 Sheets)
- Curb Ramp/ADA Detail Sheets (Preliminary) [1"=10' Scale] (6 Sheets)
- Resurfacing Sheets (Preliminary) [1"=40' Scale] (2 Sheets)
- Monument Perpetuation Sheets (2 sheets)

7.1.2. Conceptual Traffic Control Plans, Full Size (2 sets), and Half Size (4 sets).

7.1.3. PDF Design Drawings (All Plan Sheets)

7.2. Specification boiler markups for submittal of first master markup in Word with tracked changes (Greenbook based boilers to be proved by City Staff, format to be per Greenbook).

7.3. Opinion of Probable Construction Cost Estimate

7.4. Written responses to the City's and other Agencies' 30% design review comments.

7.5. 60% Design Deliverables:

7.5.1. PUD package submitted for their review (draft memo with required attachments to be provided at design kick-off meeting).

7.5.2. Private Easement Acquisition Package that includes but is not limited to, Deeds/ Title Reports, Legal Descriptions, As-built drawings and Assessor's

- Plats (labeled with Assessor Number, address, and Property Owner's Name)
- 7.5.3. (5 sets) Environmental Public Projects Assessment package ready for submittal to DSD and County. The package is to be prepared per submittal requirements of City of San Diego, City of Chula Vista and the County of San Diego. Design Professional shall assume two (2) re-submittals.
 - 7.5.4. California Department of Public Health review. Submit plans to CDPH for basis of review
 - 7.5.5. Completed Design Technical Studies: that include but are not limited to Geotechnical Report, Corrosivity Assessment and Corrosion Risk Analysis, Complete Biological Technical Report, and Archaeological/Paleontological Record Search,
 - 7.5.6. At least (7) sets Site Development Permit Package. Submittal requirements per City of San Diego, City of Chula Vista, and the County of San Diego. Anticipated technical studies include Geotechnical Study, Biological Technical Report and Archaeological / Paleontological Record Search. Design Professional shall assume two (2) re-submittals Various Permit Submittal Packages that includes but not limited to County of San Diego Encroachment permit, Chula Vista Encroachment Permit, County of San Diego Excavation Permit, County of San Diego and City of Chula Vista Traffic Control Plan/ Permit, and written permissions from property owners coordinated with County and City of Chula Vista to work in private property easements Private Easement Acquisition Package that includes but is not limited to, Deeds/ Title Reports, Legal Descriptions, As-built drawings and Assessor's Plats (labeled with Assessor Number, address, and Property Owner's Name)
 - 7.5.7 Suggested sequence of work incorporating the PROJECT coordination issues, and phasing requirements demonstrating the construction completion by allowed working days in the contract. This shall include identifying the nearest valves that would need to be shut to isolate the area of work.

8. ONE HUNDRED PERCENT (100%) DESIGN SUBMITTAL

Design Professional shall advance the 60% Design to 100% Design level. The 100% Design is essentially fully complete in details, notes, and all aspects are considered at 100% Design. The 100% Design will also have fulfilled all design requirements and standards as specified by Public Utilities Department and Engineering and Capital Projects Department and any other agencies involved in this PROJECT. Design Professional shall incorporate agreed upon City comments from the 60% Submittal. The City will make final comments of the 100% Design submittal to be incorporated in the (Final) Design.

8.1 100% Design Deliverables:

It is assumed that the Project will generate approximately 76 sheets at 100%.

However, as long as it is within the project scope, any additional sheets required to

establish a clear design shall be included at no extra charge to the City.

8.1.1. 100% Design Drawings, Full Size excluding Traffic Control (41 sets), and Half Size (6 sets).

The engineering project drawings at the 100% Design Submittal will consist of the 60% drawings and the additional plan sheets:

- Water Plan and Profile Sheets {1"=40' Horiz. & 1"=4' Vert. Scale}
 - Final vertical profile will be completed and special profile notes will be added
 - Special plan notes will be added
 - Alignment Data will be added to the plan view
- Pipeline abandonment plans and details (Completed)
- Work by City Forces/Highlining Construction Staging Sheets (Completed)
- Fire Department Sheets (Completed)
- Surface Improvement Sheets (Completed) [1"=40' Scale]
- Curb Ramp Location Sheets (Completed)
- Curb Ramp/ADA Detail Sheets (Completed) [1"=5' Scale]
- Resurfacing Sheets (Completed) [1"=40' Scale]
- Pipeline Detail Sheets (2)
- Connection details (work by contractor and/or work by City forces) (4)

8.1.2. Traffic Control Plans, Full Size (11 sets), and Half Size (7 sets).

8.1.3. PDF Design Drawings (All Plan Sheets)

8.1.4. Completed Specifications Master Markup # 1 using the City's latest boilers and master bid list which shall have all applicable sections, appendix information and updated construction estimate attached,

8.1.5. QAQC package submitted for review (draft memo with required attachments to be provided at design kick-off meeting),

8.1.6. PUD package submitted for their review (draft memo with required attachments to be provided at design kick-off meeting),

8.1.7. Field Constructability review package submitted for their review (draft memo with required attachments to be provided at design kick-off meeting),

8.1.8. Encroachment Permit and Easement Permissions Package.

8.2. Ten (10) additional Specification Master Markups for the City-Wide Plan Check Process.

8.3. Opinion of Probable Construction Cost Estimate. (4 copies)

8.4. Written responses to the City's and other Agencies' 60% Design review comments

9. FINAL DESIGN SUBMITTAL

Design is fully complete in all aspects and considered at final design and bid-ready. Design Professional shall incorporate City and other agency review comments from the 100%

Submittal. The Design Professional shall submit the Final Design and Specifications for cursory review. All Design Professional's in-house review comments and all City and other agency review comments are addressed and all disagreements and open issues are resolved prior to submittal of these documents to the City Project Manager.

- 9.1. Final Design Deliverables:
 - 9.1.1. NOTE: The same construction sheets shown in the 100% submittal will be provided with full design information necessary for a final submittal;
 - 9.1.2. 10 copies of the Final Design and Specifications. One (1) set of reproducible Mylar drawings and one (1) electronic media in MicroStation format in accordance with the CADD Guidelines. All the information necessary for a complete construction bid package per County and City requirements;
- 9.2. Final Specifications shall be provided on Microsoft Word files with hard copy delivered.
- 9.3. Final Opinion of Probable Construction Estimate and Bid Schedule
- 9.4. Written responses to the City's and other Agencies' 100% Design review comments
- 9.5. A suggested sequence of work incorporating the acquisition of all permits, easement permissions, moratoriums, PROJECT coordination issues, and phasing requirements demonstrating the construction completion by allowed working days in the contract.

10. PUBLIC RELATIONS

The Otay 2nd Pipeline Phase 4 PROJECT will require constant coordination with the community as well as the County of San Diego, City of Chula Vista, private property owners, and business groups throughout the PROJECT. Other community groups may be identified during the design process that will require coordination by the Design Professional. The Design Professional shall have a public information officer (PIO) dedicated to the PROJECT from design commencement to the start of construction. The Design Professional's PIO shall centralize all information on a website that will be updated on a continuous basis to provide the community with the latest information on the progress of the PROJECT. The PIO officer will be responsible to coordinate and conduct all the necessary and requested meetings with the community and County Board of Supervisors as requested to discuss PROJECT-related issues. The Design Professional will attend all Community presentations with the PIO and City Project Manager. The PIO will provide all meeting documents, presentations, handouts, and collateral. The PIO will work closely with the Project Manager to schedule meetings, appointments, and presentations. The PIO will coordinate all draft written responses to the community with City of San Diego, City of Chula Vista, or County staff prior to sending formal responses. The PIO will be responsible for handling all PROJECT-related phone calls regarding the PROJECT and will coordinate with the City or County staff as needed to provide the most accurate response. The PIO shall prepare City or County-approved hand-outs and displays for the community presentations as needed. The PIO shall document all community coordination and correspondence and keep

the Project Manager aware of community concerns.

10.1. Outreach Development:

Public Relations Design Professional shall attend an outreach kick-off meeting will be held to confirm the outreach goals and protocols to review and approve communications with the community with the City of San Diego (the City), County of San Diego and City of Chula Vista. The Public Relations Design Professional shall work with City staff to develop a draft key stakeholders list for City review and approval.

10.2. Community Outreach Plan:

Public Relations Design Professional shall prepare a Community Outreach Plan once the key stakeholders list has been approved by the City. The Community Outreach Plan shall include a timeline for community relations implementation, showing the following types of outreach milestones:

10.2.1 Due dates for draft collateral deliverables, along with completion deadlines for City reviews and due dates for revised / final collateral deliverables.

10.2.2 Dates public notices must be distributed and signage posted.

10.2.3 Timing of web page updates and any other online and print press releases.

10.2.4 Timing of public meetings and associated preparation activities, including provision for Basis of Design Report, 30%, 60%, and 100% Design meetings with community planning groups, boards, committees and other key PROJECT stakeholders.

10.2.5 The Community Outreach Plan shall clearly identify roles and responsibilities for outreach implementation, as well as, points of contact and lines of communication. The Community Outreach Plan shall focus on outreach to planning groups, the community, businesses, and other key stakeholders along the PROJECT alignment. The key stakeholders list with contact information shall be included as an appendix to the Community Outreach Plan.

10.3 Basis of Design, 30%, 60%, and 100% Design Presentation Letter:

The City anticipates two (2) rounds of community meetings at Basis of Design, 30% Design, or 60% Design and again at 100% Design. The PIO will mail a letter describing the PROJECT scope, schedule, budget, benefits, and a summary of the anticipated impact. The letter will ask the community planning groups, boards, committees and other key PROJECT stakeholders asking them if they would like a PROJECT presentation.

10.4 Basis of Design, 30% Design, or 60% Design Presentation (assumes 7 meetings):

Public Presentations shall be made to introduce the PROJECT to the public. Feedback from public presentations shall be incorporated into the final conceptual layout. The public presentations shall be an opportunity for the PROJECT team to learn and understand the public's issues concerning the PROJECT. Based on the input from the stakeholders received at the presentations and comments from the

community, the team shall develop the final Basis of design to be included in the Basis of Design Report. Additionally, a Public Relations Design Professional will prepare the following collaterals to support these presentations:

- 10.4.1. A one-page, two-sided factsheet about the project. Page one will include relevant Project information including scope, schedule, budget, benefits and anticipated impacts. The back page will include a map of the Project area (provided by the City or the Prime Design Professional).
- 10.4.2. A PowerPoint presentation to support the presentation.
- 10.5 Follow-up Letter:
The PIO will mail a follow-up letter to the community planning groups, boards, committees, and other PROJECT stakeholders asking them if they would like an additional presentation at 100% Design.
- 10.6 Letter to the Community:
During design, a minimum of one letter describing the PROJECT scope, schedule, budget, benefits, and a summary of the anticipated impacts is to be mailed to all property owners and residents within 300 feet of the PROJECT. The stage of design and number of mailings will be determined in the Community Outreach Plan.
- 10.7 100% Design Presentation (assumes 7 meetings):
Public Presentations shall be made to close the loop with the stakeholders and show how their concerns were incorporated into the final design. This is the final round of presentations that will provide a final opportunity for the public to voice any issues or concerns. However, the public can and may continue voicing issues even if the formal issue voicing process has ended. Public Relations Design Professional will work with the project team and the stakeholder groups to schedule the meetings and the meeting minutes and all presentation collateral including fact sheets and displays will be the responsibility of Public Relations Design Professional.
- 10.8 Outreach Documentation:
The PIO shall document all community coordination and correspondence. The PIO shall keep a log of community meeting stakeholders, dates and times, community questions, and answers that were provided. The PIO shall document when a stakeholder declines a meeting or presentation. The PIO shall also keep a log of all correspondence including letters, e-mails and phone correspondences. The PIO shall track the correspondence by stakeholder and keep record of mailings that are returned. The log shall be provided to the Project Manager monthly, or as needed. For mailings, as the return address is to the City address, any returned mailings will need to be routed to Public Relations Design Professional to log and then returned back to the City for their files.

11. BID AND AWARD – PHASE B

The Design Professional shall provide technical support to the City during the bidding and award phase of the construction packages identified in Phase A - Design, Scope of Services

for the design, bid, and construction of Otay 2nd Pipeline Phase 4 PROJECT.

- 11.1. The Design Professional shall attend the Pre-bid Meeting and respond to design-related technical questions from potential bidders and suppliers on the Contract Documents.
- 11.2. Questions and responses shall be routed through the City's Contracts Division. Refer any questions directly from plan holders to the City's Public Works Contracting Group.
- 11.3. Prepare necessary addenda to contract documents and revise the drawings as necessary for the addenda. If the City elects to create the addenda, the Design Professional shall assist in preparing the necessary technical addenda to the contract documents. The Design Professional shall prepare or revise all the drawings required for the addenda.

12. CONSTRUCTION - PHASE C

The Design Professional shall provide technical support to the Construction Manager (City) during the construction phase of the PROJECT, as described in tasks herein.

12.1. Construction Meetings:

12.1.1. Pre-Pre-Construction Meeting:

The Design Professional shall attend the meeting to prepare City field staff with key discussion points that will be explained to the contractor in the Pre-Construction Meeting.

12.1.2. Pre-Construction Meeting:

The Design Professional's Project Manager shall attend and participate in the pre-construction conference including a PROJECT site visit. The Project Design Professional's Project Manager shall provide the Field Division Resident Engineer all required documents (as stated in the environmental document)

12.1.3. Construction Progress Meetings:

The Design Professional shall attend all Construction Progress Meetings. Review construction progress and assist the Project Manager, as requested (assume 2 meetings for each month during construction period).

12.2. Contractor Submittals Review:

12.2.1. The Design Professional shall review all Contractor's submittals and all resubmittals for conformance to the Contract Documents. The Design Professional shall review each submittal for conformance with design intent, materials application, design configuration, and overall compatibility with the facility's intended use. The Design Professional will review all submittals, except the submittals that are per the City of San Diego AML, which will be approved by City staff. Design Professional shall respond in a timely manner and address all comments raised on submittals or because of Design Professional response on the submittals. These comments can be by,

but not limited, City of San Diego, City of Chula Vista, County of San Diego, Sweetwater Authority, etc.

12.2.2. The Design Professional shall review and evaluate Requests for Substitution, including or equal submissions on shop drawings. The Design Professional shall provide a written approval or disapproval for a substitution request.

12.3. Requests for Information/Clarification:

The Design Professional shall receive each written request for information or clarification (RFI/RFC) from the contractor, review the request and the appropriate sections/drawings of the technical documents, and prepare a written response to the contractor to all RFIs. Design Professional is responsible in modifying and revising plans, if necessary, in response to any RFI.

12.4. Change Order Preparation Assistance:

The Design Professional will be required to assist the Construction Manager in preparing, reviewing, and recommending resolutions to all proposed construction change orders. This task includes updating and revising the plans accordingly to conform with the change order resolution.

12.5. As-Built Drawings:

The Design Professional shall update the original Contract Documents based on information (RFIs, DCs, COs, Redlines) received from the Contractor through the Construction Manager and create the As-built Drawings. The Design Professional shall follow City of San Diego, City of Chula Vista, and County standards for As-built Mylar Drawings.

13. TRAFFIC ENGINEERING

Provide traffic control plans and striping plans for the portion of the pipeline alignment that is located within roadways. Tasks include:

13.1. Assemble existing traffic volume data for the pipeline routes:

Traffic Design Professional will obtain available traffic volume counts from City of Chula Vista and County of San Diego records, to assist in determining preferred route for the pipeline with agency staff, as well as traffic control needs.

13.2. Attend Meetings:

Meet with the City of Chula Vista, County of San Diego, and City of San Diego to discuss Traffic Control requirements.

Traffic Design Professional staff will attend meetings with agency staff to discuss traffic control requirements of the project (up to 40 hours of meetings are assumed).

Key topics for discussion will be:

- Alignment of pipeline
- Construction hours (daytime or nighttime)
- School traffic
- Parking restrictions

- Plan format for Caltrans Encroachment Permit
 - Coordination with stakeholders
- 13.3. Prepare and Process Traffic Control Plans for the agreed-upon pipeline alignment. A total of 21 Traffic Control Plan Sheets are proposed. It is assumed that the Project will generate approximately 21 Traffic Control sheets. However, as long as it is within the project scope, any additional sheets required to establish a clear design shall be included at no extra charge to the City.

Traffic control plans are assumed to be prepared for the 60% (conceptual) submittal, 100% submittal, and final submittal. The plans will be prepared based on the requirements of the California Manual on Uniform Traffic Control Devices (MUTCD), City of Chula Vista, County of San Diego, and City of San Diego. Traffic control plans are assumed to be prepared at 40 scale on a D size sheet.

- 13.4. Prepare and Process Plans to restripe the following roadways as defined by the City of San Diego, City of Chula Vista or County of San Diego (8 sheets). As long as it is within the project scope, any additional sheets required to establish a clear design shall be included at no extra charge to the City.
- Willow Street
 - Bonita Road
 - J Street
 - Paseo Ladera
 - Telegraph Canyon Road

The plans will be prepared at 1"= 40' scale on a D size sheets.

- 13.5. Bike Lane Striping and Buffered Bike Lane Research:
Design Professional shall verify, as part of a site visit, that the existing bike lane facilities along the proposed pipeline alignment are per City of Chula Vista or County of San Diego current standards (depending on the jurisdiction). If bike lane facilities do not exist and/or are not per standards, the Design Professional will coordinate with the appropriate jurisdiction the findings and discuss incorporating changes to the existing signing and striping. Any agreed upon revisions will be included in the six (6) signing and striping sheets.
- 13.6. Prepare Opinion of Probable Construction Cost Estimates and Special Provisions for Traffic Control and Traffic Improvements.

14. TUNNELING

Analysis of soil conditions and trenchless methods will be selected to help determine a final alignment and tunneling method. Design a tunneling section for the piping. Review 30% submittal and submit tunneling specification and drawings page numbers and titles. Prepare 60% tunneling drawings and technical specifications. Drawings will be prepared in Microstation format. Incorporate client / owner comments and provide a 100% submittal followed by the final drawings and specifications submittal. Prepare an opinion of probable

cost for the construction of the tunneling portions.

Several segments of the proposed pipeline could be installed using trenchless/tunneling methods to reduce impacts on busy thoroughfares, water bodies, and environmentally sensitive habitats. The following potential trenchless/tunneling segments have been identified and shall be analyzed as part of the Basis of Design Report:

- 250-foot trenchless crossing of the Sweetwater River
- 250-foot trenchless crossing of E H Street
- 450-foot trenchless crossing of creek and Telegraph Canyon Road
- 5,500-foot tunneled crossing of environmentally sensitive land from The Hills Road to E J Street.

It is assumed that all four segments will be assessed in the Basis of Design Report, but only the three short trenchless crossings will be carried into Final Design, Bid, and Construction.

14.1. Meetings and Risk Workshop:

14.1.1. For estimating purposes, Tunneling Design Professional has assumed one person attending two in-person meetings including a kick-off meeting and a risk workshop. In-person meetings would be held at the City's office.

14.1.2. Tunneling Design Professional will call-in to up to 12 two-hour meetings during the Preliminary and Final Design phases.

14.1.3. Deliverables: None.

14.2. Basis of Design Report:

14.2.1. Provide technical inputs and engineering assistance for preparing the BDR for trenchless/tunnel construction at the four crossings identified above. Design Professional will prepare the BDR while tunneling Design Professional performs assessments and provides language related to trenchless engineering. Anticipated pipe materials for the trenchless locations will be evaluated. Work with other engineering disciplines to identify the final tunnel/trenchless alignments, profiles and shaft locations. Work within the Project constraints to develop a workable solution.

14.2.2. Deliverables: Narrative for BDR, recommendations of preferred alignment and profile of the trenchless alignment.

14.3. Geotechnical Assessments:

14.3.1. Provide technical inputs and assistance to develop a geotechnical investigation program for alternative alignments. Make recommendations for testing needs for the various trenchless/tunnel construction methods. Geotechnical Design professional will utilize rock coring methods where required to obtain adequate samples. Key issues to be addressed:

14.3.1.1. Depth to top of bedrock and conditions (as applicable).

14.3.1.2. Rock mass qualities in term of RQD (as applicable).

14.3.1.3. Rock Materials in term of compressive strength, brazil tensile

- strength, hardness, abrasiveness, and mineralogy (as applicable).
- 14.3.1.4. Obstructions within overburden soils such as frequency and dimensions of boulders and other foreign objects in the fills.
- 14.3.1.5. Fines contents within the overburden soils.
- 14.3.1.6. Depth to groundwater, seepage, quantity and quality.
- 14.3.1.7. Presence of contaminations.
- 14.3.2. Perform review of the results of the subsurface investigation and the Geotechnical Data Report (GDR)/ Geotechnical Investigation Report (GIR).
- 14.3.3. Deliverables: Comments on geotechnical investigation plan, comments on GDR/GIR.
- 14.4. 30% Design:
 - Provide engineering assistance for preparing the 30% Design of trenchless construction. The scope assumes that the preferred alignment from the BDR consists of three crossings: 250 ft crossing of Sweetwater River, 250 ft crossing of H Street, and 450 ft crossing Telegraph Canyon Road.
 - 14.4.1. Prepare comments on drawings. Review plan and profile drawings and other sheets associated with trenchless work. Comments typically include separation, drive lengths, laydown areas, shaft dimensions, and other project specific items. Base maps are prepared by others and are to include easements, existing utilities (including aerial, surface, and subsurface), topography, and other improvements.
 - 14.4.2. Prepare a list of trenchless drawings commensurate with the 30% Design. The Project is anticipated to require three trenchless detail drawings. It is assumed that the Project will generate approximately 3 tunneling sheets. However, as long as it is within the project scope, any additional sheets required to establish a clear design shall be included at no extra charge to the City.
 - 14.4.3. Prepare a list of trenchless technical specifications commensurate with the 30% Design. Specifications are anticipated to include but not limited: (1) shafts, (2) microtunneling, (3) horizontal auger boring, (4) jacked casing, (5) contact grouting, (6) installation of carrier pipe into casing, (7) backfill cellular grout, (8) geotechnical instrumentation and monitoring, and (9) ground pre-treatment. All specifications will be prepared in Greenbook style.
 - 14.4.4. Prepare an engineer's opinion of estimated cost of construction for trenchless work with an estimate commensurate with the 30 percent design for input into the 30% Cost Estimate.
 - 14.4.5. Deliverables: Mark-ups and comments on drawings, list of trenchless specifications, and input to 30% Cost Estimate.
- 14.5. 60% Design:
 - Provide engineering assistance for preparing the 60% Design of trenchless construction at the three crossings identified above.

- 14.5.1. Respond to 30% Design review comments.
- 14.5.2. Prepare comments on drawings and provide typical trenchless details commensurate with the 60% design level. Review plan and profile drawings and other sheets associated with trenchless work. Prepare trenchless detail sheets. Prime Design Professional to provide borders, base maps, pipeline alignment, existing features, all updates, and all CAD standards before commencing CAD design. Drawings will be produced in Microstation.
- 14.5.3. Prepare draft trenchless technical specifications as previously listed commensurate with the 60% design level.
- 14.5.4. Prepare engineer's opinion of estimated cost of construction for trenchless work commensurate with the 60% design level for input into 60% Cost Estimate.
- 14.5.5. Prepare draft settlement calculations and other trenchless related calculations as needed.
- 14.5.6. Shaft construction is considered contractor's means and methods. Performance requirements for shaft construction will be provided in the technical specifications and drawings, and recommendations for shaft construction methods will be provided in the Geotechnical Baseline Report (see Task 14.8).
- 14.5.7. Prepare trenchless risk register commensurate with the 60% design level. Risk register to be used for the risk workshop.
- 14.5.8. Deliverables: Response to 30% Design review comments, mark-ups and comments on drawings, trenchless detail sheets, draft trenchless specifications, input into 60% Cost Estimate, draft trenchless calculations, and 60% trenchless risk register.
- 14.6. 100% Design:
Provide engineering assistance for preparing the 100% Design of trenchless construction at the three crossings identified above.
 - 14.6.1. Respond to 60% Design review comments.
 - 14.6.2. Prepare comments on drawings and provide typical trenchless details commensurate with the 100% design level.
 - 14.6.3. Prepare trenchless technical specifications as previously listed commensurate with the 100% design level.
 - 14.6.4. Prepare engineer's opinion of estimated cost of construction for trenchless work for input into the 100% Cost Estimate.
 - 14.6.5. Finalize trenchless calculations.
 - 14.6.6. Prepare trenchless risk register commensurate with the 100% design level.
 - 14.6.7. Following 60% Design Submittal, a senior tunneling reviewer not previously involved in the Project will perform a comprehensive review of all trenchless-related documents. Comments will be incorporated prior to 100% Design submittal.

- 14.6.8. Deliverables: Response to 60% Design review comments, mark-ups and comments on drawings, trenchless detail sheets, trenchless specifications, input for the 100% Cost Estimate. Final trenchless calculations. 100% trenchless risk register.
- 14.7. Final Design:
 - Provide engineering assistance for preparing the Final Design of trenchless construction at the three crossings identified above.
 - 14.7.1. Respond to 100% Design review comments.
 - 14.7.2. Prepare comments on drawings and provide typical trenchless details commensurate with the Final design level.
 - 14.7.3. Prepare trenchless technical specifications as previously listed commensurate with the Final design level.
 - 14.7.4. Prepare engineer's opinion of estimated cost of construction for trenchless work commensurate with the Final design level for input into Final Cost Estimate.
 - 14.7.5. Finalize trenchless risk register.
 - 14.7.6. Deliverables: Response to 100% Design review comments, mark-ups and comments on drawings, trenchless detail sheets, trenchless specifications, input for Final Cost Estimate, final trenchless risk register.
- 14.8. Geotechnical Baseline Report:
 - 14.8.1. Prepare a Geotechnical Baseline Report (GBR) for trenchless/tunneling only. A Draft GBR will be prepared during the 60% Design Submittal. Comments from the City of San Diego, City of Chula Vista, County of San Diego, project team, and the geotechnical Design professional will be incorporated into the Final GBR, to be issued for the 100% Design Submittal.
 - 14.8.2. Deliverables: Draft GBR and Final GBR.
- 14.9. Bid Support:
 - Provide technical support during bidding and award phase for the three crossings identified above.
 - 14.9.1. Respond to all bidder questions related to trenchless work.
 - 14.9.2. Prepare revised trenchless drawings and/or technical specifications for bid addendum.
- 14.10. Construction Support:
 - Provide technical support during the construction phase for the three crossings identified above.
 - 14.10.1. Respond to all Requests for Information (RFIs) related to trenchless work. Design Professional is responsible in modifying and revising plans, if necessary, in response to any RFI
 - 14.10.2. Review Contractor Submittals and all resubmittals and rounds of review related to trenchless work.
 - 14.10.3. Review Contractor's Change Order (CO) requests related to trenchless

work. Assume review of one minor CO request.

- 14.10.4. Attend Construction Progress Meetings. Assumes one person will attend an in-person pre-tunnel construction meeting and 10 conference calls).
- 14.10.5. Review Construction Daily Reports. The trenchless specifications will typically require a daily submittal from the trenchless subcontractor during construction including electronic data logs straight from the microtunnel boring machine, manual logs by the operator, slurry logs from the slurry plant operator, etc. The trenchless Design Professional shall assess this data daily and note back to the Prime Design Professional any observed issues.
- 14.10.6. Prepare As-Built drawings for trenchless details.

15. CORROSION

- 15.1. Corrosion Design Professional shall design a cathodic protection system for the piping and associated appurtenances.
 - 15.1.1. 60% Submittal: Prepare 60% corrosion design and details, specifications, and opinion of probable construction cost estimate for corrosion items. Attendance at up to two (2) meetings.
 - 15.1.2. 100% Submittal: Address 60% comments to prepare 100% corrosion design and details, revise specifications, and revise opinion of probable construction cost estimate for corrosion items. Attendance at up to one (1) meeting.
 - 15.1.3. Final Submittal: Address 100% comments to prepare final corrosion design and details, finalize specifications, and finalize opinion of probable construction cost estimate for corrosion items. Attendance at up to one (1) meeting.
- 15.2. Construction Support:

Provide technical support during the construction phase for the corrosion aspects of the project.

 - 15.2.1. Respond to all Requests for Information (RFIs) related to corrosion work . Design Professional is responsible in modifying and revising plans, if necessary, in response to any RFI
 - 15.2.2. Review Contractor Submittals and all resubmittals and rounds of review related to corrosion work .
 - 15.2.3. Attend construction progress meetings, conduct site visits as required (Assumes up to 4).
 - 15.2.4. Prepare As-Built drawings for corrosion details sheets.

16. LANDSCAPE

Planting, irrigation and re-vegetation plans will be prepared for the portion of pipeline in open space and private property easements, including staging areas, access roads, and for any disturbed areas resulting from this project.

Landscape design will be in accordance with the tasks below:

16.1 Project Start Up:

16.1.1. Kick-off Meeting:

The Design Professional will attend Kick-off meeting with the Client, City, County and water agencies to identify goals, review areas of impact, potential areas of concern, specific potential problem areas, and to discuss the Agency requirements for revegetation landscaping and irrigation systems.

16.1.2. Research / Review of Existing Irrigation As-Built Information:

The Design Professional shall review all latest City of San Diego, City of Chula Vista, County of San Diego, Otay Water District and applicable irrigation As-builts for public right-of-way areas. All current design criteria will be collected and reviewed for use in preparation of the design documents for specific areas impacted by the project.

16.1.3. Site Reconnaissance / Field Investigation:

The Design Professional will conduct a site visit to obtain a general understanding of the project area, confirm existing site conditions, and conduct field inventory review and documentation of existing vegetation and irrigation systems. The site will be documented using digital photographs and field notes. The photographs will be kept as a photographic record of existing conditions for use during the design phase.

16.1.4. Basis of Design Report:

Design Professional shall provide written support information related to the revegetation landscaping and irrigation systems to the Prime Design Professional for inclusion in the BDR submittal.

16.2. Construction Document Design Submittals:

The Design Professional will prepare plans, specifications, opinions of probable construction costs, review comment responses, and deliverables will be provided at the 60%, 100% and Final Submittals. It is assumed that the project will generate approximately 32 Landscaping and Irrigation sheets. However, as long as it is within the project scope, any additional sheets required to establish a clear design shall be included at no extra charge to the City.

16.2.1. Revegetation Landscape and Irrigation Plans:

The Design Professional will prepare plans for the revegetation and irrigation systems improvements for this project. Plan sheet drawings will be D-sized City of San Diego plan sheets, at a scale of 1"=20' and the latest files in electronic version. Drawings files will be prepared to coincide with the Engineer's plan sheet layout if possible, and are anticipated to show two

strips per sheet to minimize the total number of sheets for the two-mile long project area. Electronic base information drawings shall be provided by the Engineering Team. The plan submittals will include the following plan sheets:

- 16.2.2. Irrigation Cover Sheet showing a project vicinity map, location map, sheet index, declarations of responsible charge, potable / recycled water limits (if any), As-built reference list, City of Chula Vista, Sweetwater Authority, and Otay Water District review/approval signature blocks.
- 16.2.3. Irrigation List, Legend and Notes indicating the irrigation equipment to be used, including controls, standard equipment and emission devices, and the characteristics for each product, specific materials requirements, and components legend.
- 16.2.4. Irrigation Plans indicating diagrammatic locations, types, and sizes, of all proposed irrigation materials, including points of connection, backflow preventers, automated irrigation controllers, remote control valves, master valves, flow sensors, conduit, piping, and emission devices. The plan sheets will show two strips per sheet to minimize the total number of sheets for the two-mile long project area. Existing irrigation systems will be inventoried, and modification notes provided on the plans. The Design Professional will coordinate with San Diego Gas and Electric (SDG&E) to determine electrical supply to any temporary automated controller locations.
- 16.2.5. Irrigation Details indicating the non-standard installation requirements for irrigation components for County of San Diego and City of Chula Vista temporary irrigation controls. Standard County and City of Chula Vista details shall be specified on legend sheets.
- 16.2.6. Irrigation Efficiency Calculations shall be prepared and shown on the irrigation plan sheets or details sheets, including the MAWA/ETWU Calculations, to determine the estimated water usage, maximum allowable water applied, and total water usage and estimated cost per year. Landscaping shall be designed to provide water-savings and efficient irrigation systems for compliance with State Landscape Model Water Efficiency Ordinance.
- 16.2.7. Model Water Efficient Landscape Ordinance (MWELo) per State AB1881 compliance: The planting and irrigation systems will be designed in compliance with the MWELo requirements. New plantings shall be selected for the revegetation of disturbed slopes with specific plant species as selected by the Project Biologist. Irrigation systems shall be designed to tie into private irrigation systems for all replacement landscaping on subject private property. Where revegetation is located on County of San Diego or City of Chula Vista open space, temporary irrigation system supply locations and systems will be provided.

- 16.2.8. Planting List, Legend and Notes indicating the botanical and common names, required container sizes, height and spread, and any special characteristics. Notes will indicate the special requirements for tree, shrub, and groundcover materials or applications.
- 16.2.9. Planting Plan indicating the permanent erosion control hydroseeding, tree, shrub and groundcover plant locations, sizes, types, and quantities, root barrier locations, typical installation requirements, and plant botanical and common names. The plan sheets will show two strips per sheet to minimize the total number of sheets for the two-mile long project area.
- 16.2.10. Planting Details indicating the applicable County of San Diego Standard drawings, non-standard installation requirements for planting improvements for County right-of-way planting conventions and other unspecified details. Standard County details shall be referenced on the legend sheets.
- 16.2.11. Specifications: Landscape revegetation and irrigation systems specifications and special provisions shall be prepared in City of San Diego 2018 Greenbook / Whitebook format.
- 16.2.12. Opinion of Probable Construction Costs: The Design Professional will estimate quantities and construction costs for the purpose of evaluating bids for the above landscape revegetation and irrigation systems. Costs will be based on detailed quantity takeoffs and current unit prices. The estimates shall be prepared in spreadsheet format and delivered to the Client along with the plan submittals described above. Cost estimates will be provided electronically for inclusion in the project construction cost estimate. Quantities for all contract items, including cost of lump sum items, shall be substantiated by calculations. All the cost estimate and quantities will be provided in spreadsheet format to the Engineer for inclusion in the overall project cost estimate.
- 16.2.13. Comment Responses: A Comment Response Log, prepared by the Prime Design Professional, shall be used to respond to the Submittal Review Comments provided by the City of San Diego, City of Chula Vista, the County, OWD, Sweetwater Authority and any other reviewing Agencies. Design Professional shall provide responses to landscape revegetation and irrigation-related comments only. Comment responses shall be provided at each submittal provided per this scope. The responses in the comment response log are subject to City review and allow for a round of corrections. Revisions to plans shall commence upon the receipt of a complete set of review comments from the Agencies involved and updated base information from the Client.
- 16.2.14. Citywide Plan Check permitting coordination / meetings: The Design Professional shall coordinate / meet with the Landscape Reviewer at the City of San Diego Development Services Department, County of San Diego and

City of Chula Vista to review any specific concerns related to landscape revegetation and irrigation systems improvements for the project.

16.2.15. Deliverables: The following will be provided for each submittal - Electronic pdf set of full-size and 11x17 plan set, Specifications, Opinion of Probable Construction Costs, Review Comment Responses, pdf format copy of the electronic drawings will be provided to the Client for the 60% Construction Document submittal. The Final Submittal shall include all of the above plus electronic CADD and MS Office files in digital format on CD.

16.3. Bid Support:

The Design Professional will be available to provide support during the bidding phase. This will include attendance at a pre-bid conference, providing responses to questions by bidders, and providing clarifications. The Design Professional will also prepare any addenda needed to the contract during the bid process. It is assumed that the Client will be responsible for the distribution of such Addenda to the prospective bidders.

16.4. Construction Support:

16.4.1. Pre-Construction Meeting:

Prior to the commencement of the irrigation, planting and revegetation installation, the Design Professional shall meet with the Resident Engineer and Contractor to review construction schedule, immediate work to be performed, including permanent and temporary public and/or private irrigation systems modifications, mark-outs for under pavement sleeves, mainline locations, points of connection, and valve manifold locations.

16.4.2. Submittals Review:

All Shop drawings and submittals and all resubmittals and rounds of review will be reviewed and returned with Design Professional comments and/or review notes. Submittal review responses will be marked with one of the following: 'Reviewed', 'Revise and Resubmit', 'Rejected', or 'Furnish as Corrected'. Submittals shall be returned to the Resident Engineer in a timely manner with clearly written responses. Submittal and shop drawing reviews shall include all submittals related to Planting and Irrigation systems materials.

16.4.3. Contractor RFIs:

Responses to all Contractor RFI's will be provided . Design Professional is responsible in modifying and revising plans, if necessary, in response to any RFI

16.4.4. Field Review Meetings:

It is anticipated that the landscape construction work will be completed in phases thus requiring multiple field review meetings for compliance with the several agency standards and requirements. Where work in specific areas is completed, the Design Professional shall arrange for review and punch list

meetings with the City, County, water district and Resident Engineer present. The field review meetings, limited to a total of seven (7), will consist of the following:

16.4.5. Soil Preparation Review:

Design Professional shall review the RE's report for the preparation of soils per MWELo, County and City standard specifications, including soil amendments, fertilizers, watering program, etc. to address any concerns for pH or salinity of soils placed or exposed due to earthwork and grading work. This task is limited to the review of test results information and resulting corrections of soils made in the field by the Contractor.

16.4.6. Irrigation Mainline Pressure Test:

Design Professional shall review the points of connection, equipment installation, and pressure test results as presented by the Contractor to the Resident Engineer. This task is limited to the review of mainline supply pressure test results information and any resulting corrections made in the field by the Contractor for the provision of sound water supply systems as required by the contract documents.

16.4.7. Irrigation Coverage Testing:

Design Professional shall review the installed irrigation systems for remote operability, equipment models and installation, equipment operation, and coverage of water distribution of all existing and proposed plant materials for full coverage and full operability. Limited to two site visits for the two-mile length, as systems are available for review. (2 meetings)

16.4.8. Plant Material Review:

Design Professional shall review plant materials upon installation by the Contractor during progress or substantial completion review meetings and not upon delivery to the site for compliance with the specifications and standards for nursery stock will be rejected in the field and require replacement by the Contractor.

16.4.9. Planting Progress Review:

Design Professional shall review the Contractor's planting installation and hydroseeding progress and provide preliminary review comments for conformance with the contract documents and to minimize punch list items. Design Professional will coordinate with the Contractor to arrange for field review times prior to installation. Limited to one meeting for all areas where installation is completed for review. (1 meeting)

16.4.10. Substantial Completion Review / Punch List Preparation:

Design Professional shall review newly-installed planting and irrigation systems. A punch list will be developed to list any items to be completed for compliance with the contract documents. Limited to one meeting for all areas

where installation is completed for review. (1 meeting)

16.4.11. Punch List Completion Review:

Design Professional shall review all punch list items to confirm completion of correction for compliance with the contract documents and field direction provided to the Contractor. Upon completion of the punch list items, the Contractor will be provided with a completion letter and recommendation to begin the maintenance period.

16.4.12. Final Walkthrough Review:

Upon completion of the maintenance period, a final walkthrough shall be completed to observe complete installation of planting and irrigation improvements indicated in the contract documents. This meeting will result in a written acceptance letter acknowledging the completion of the work upon the completion of any punch list items. (1 meeting)

16.4.13. As-Built Drawings:

Design Professional shall prepare final irrigation systems as-built documents based on the Contractor's redlined mark-up set. The Design Professional shall update the original Contract Documents based on information (RFIs, DCs, COs, Redlines) received from the Contractor through the Construction Manager and create the As-built Drawings. The Design Professional shall follow City of San Diego, City of Chula Vista, and County standards for As-built Mylar Drawings. One set of As-builts digital pdf files will be provided to Client for delivery to the approving Agencies.

17. ADDITIONAL SERVICES

17.1. Additional Geophysical Utility:

Additional geophysical utility locating may be provided along the alignment. This information, along with a review of record information, will be used to help us identify locations for potholes. The Design Professional shall obtain all necessary encroachment permits and private property easement access permissions for subsurface investigations. (Assume 4 additional locations along the preferred alignment).

17.2. CEQA Plus:

Environmental Design Professional will assist the project team prepare the Environmental Package required for State Revolving Fund (SRF) loan application administered by the Regional Water Quality Control Board. The Environmental Package is needed to serve both the Clean Water and Drinking Water (CW & DW) State Revolving Fund (SRF) Programs, within the Division of Financial Assistance, State Water Resources Control Board (State Water Board). As detailed in the SWRCB website

(https://www.waterboards.ca.gov/water_issues/programs/grants_loans/srf/docs/forms/application_environmental_package.pdf), the Environmental package must include

documentation that shows compliance with state and federal requirements including CEQA, and Federal Cross-Cutting compliance (Section 106, Section 7 FESA, Federal Clean Air Act, Alternative Analysis, Coastal Zone Management Act, Environmental Justice, Floodplain Management, etc.)

Environmental Design Professional will use existing documentation prepared for the Project (CEQA document, biological resources study and archaeological resources report) to complete the Environmental Application Checklist. Detailed cost estimates for new or additional documents not previously prepared for the project will be identified at a later time, such as the CalEEMod Report or other air quality models/studies.

Environmental Design Professional will prepare one draft Environmental Package for review by the team. Revisions will be made, and a final Environmental Package will be submitted in electronic format (Adobe PDF) to the City for submittal to the SWRCB.

17.3. UAV Services:

Provide aerial drone services to perform visual documentation of the 3.2-mile project corridor twelve (12) times over the duration of the design and construction of the project. Each mobilization will include flight planning, flight, quality control processing, delivery of the collected imagery, all requisite FAA certifications, permits, fees, etc.

17.4. Additional Design Surveys:

Surveying for design activities as needed (assume up to 5 days). This task might require a waiver from the City/ surveyors.

17.5. Community Meetings:

Design Professional's participation in an estimated additional 4 community group meetings with foam boards, graphics and other supporting materials.

17.6. Additional Biological Services:

17.6.1. Coastal California Gnatcatcher Surveys:

If suitable habitat is present, and Coastal California Gnatcatchers (CAGN; *Polioptila californica californica*) are not detected during other surveys to establish occupancy, and the City of San Diego does not want to assume occupancy, or avoid work during the CAGN breeding season (March 1 through August 15), Biological Design Professional may be required to perform focused surveys to establish presence or absence.

Biological Design Professional will conduct three U.S. Fish and Wildlife Service (USFWS) protocol-level surveys for the federal listed as threatened CAGN in the areas identified in Task 2 supporting coastal sage scrub habitat. The USFWS Protocol prefers that the three surveys be conducted between February 15 and August 31 at least seven days apart; however, surveys are

accepted by the USFWS year-round. The surveying biologist is required under their 10(a)(1)(A) recovery permit to notify the USFWS 15 days in advance of starting the first survey and to submit a written report to the USFWS within 45 days of completing the final survey.

17.6.2. Least Bell's Vireo Surveys:

If suitable habitat is present, and Least Bell's Vireo (LBVI; *Vireo bellii pusillus*) are not detected during other surveys to establish occupancy, and the City of San Diego does not want to assume occupancy or avoid work during the CAGN breeding season (March 15 through September 15), Biological Design Professional may be required to perform focused surveys to establish presence or absence.

Biological Design Professional will conduct surveys for the federal and state listed as endangered LBVI within appropriate habitat within 500 feet of the site. The surveys will follow the most current USFWS protocol (USFWS 2001) that requires eight surveys at least ten days apart between April 10 and July 31. As required by the protocol, Biological Design Professional will submit a written report to the USFWS within 45 days of completing the final survey. At the appropriate time, Biological Design Professional will submit the 15-day notice so that the first survey can occur on April 10 or as soon after as possible thereafter. Surveys will continue until LBV is detected or the 8-survey protocol is complete.

If LBV are detected, the location will be mapped and mitigation measures will be proposed, as needed, to identify how impacts can be avoided or to allow work can continue, ensuring that noise levels do not exceed 60 dB(A) hourly average at the edge of occupied habitat.

17.6.3. Quino Checkerspot Butterfly Surveys:

If suitable habitat is present, and quino checkerspot butterflies (QCBU; *Euphydryas eidtha quino*) are not detected during other surveys to establish occupancy, and the City of San Diego does not want to assume occupancy or avoid suitable habitat of the QCBU, Biological Design Professional may be required to perform focused surveys to establish presence or absence.

Biological Design Professional biologists will assess the alignment for suitable habitat and if present, Biological Design Professional biologists will conduct focused surveys for the presence/absence of the QCBU based on current U.S. Fish and Wildlife Service (USFWS 2014) protocol. Biological Design Professional will conduct a minimum of five surveys, once a week, a minimum of 4 days apart, starting in the 3rd week of February. Surveys will continue until a quino checkerspot butterfly is detected or until the second

Saturday in May (up to 12 weeks). Surveyors are required to assess weather and seasonal patterns in determining the validity of the survey conclusions. The protocol states the 10(a)(1)(A) permit holders provide written notification to the Carlsbad field Office 15 days prior to initiating surveys. At the end of the survey season, the permit holder is required to submit a written report to the USFWS within 45 days of completing the final survey.

17.6.4. Light-footed Ridgway's Rail Surveys:

If suitable habitat is present, and Light-footed Ridgway's Rail (LFRR; *Rallus longirostris levipes*) are not detected during other surveys to establish occupancy, and the City of San Diego does not want to assume occupancy or avoid habitat of the LFRR, Biological Design Professional may be required to perform focused surveys to establish presence or absence. A pair of LFRR have been occupied freshwater marsh habitat near the Willow Street bridge in recent years.

A permitted Biological Design Professional biologist will assess the work area and a 300-foot radius for suitable habitat for LFRR, and if present, will conduct focused surveys for the presence/absence of the LFRR based on current guidance provided to the USFWS by the Clapper Rail Study Team (2009). Biological Design Professional will conduct six surveys at least 5 days apart. Surveys will be performed either at dawn from pre-dawn to no later than 3 hours after sunrise or at dusk, no earlier than 3 hours before sunset and until after dark. If LFRR is not detected passively then a prompt call will be played at 30-second intervals. At the end of the survey season, the permit holder is required to submit a written report to the USFWS within 45 days of completing the final survey.

17.6.5. Nesting Bird Survey:

If any work on site is proposed that might impact nesting birds, and cannot avoid the bird nesting season, a nesting bird survey will be required.

If proposed work that could affect nesting birds occurs during the nesting bird breeding season (Feb 1 through Sep 15), a pre-construction survey for active raptor and migratory bird nests shall be conducted within approximately 48 hours prior to the start of construction by a Biological Design Professional biologist. The results of the survey will be provided to the City of San Diego. If active nests are found, the City of San Diego's General Bird Mitigation of the Environmental/Mitigation Requirements will be applied.

17.6.6. SRF CEQA-Plus Biological Technical Report:

If the City of San Diego intends to submit a State Water Resources Control Board (SWRCB) Clean Water State Revolving Fund (SRF) Financial

Assistance Application to help fund project implementation, additional reporting will be necessary. Because the SRF Program receives partial funding from the United States Environmental Protection Agency (USEPA), the SWRCB is required to comply with CEQA and NEPA when funding a project. All projects pursuing SRF financing must comply with requirements of the federal authorities and environmental statutes in this case the federal Endangered Species Act (FESA) and Migratory Bird Treaty Act (MBTA).

Biological Design Professional will update the Biological Technical Report (Task 6) to ensure the report meets the requirements of both CEQA and SWRCB under its SRF program i.e. a “CEQA Plus” analysis. The SWRCB requires that the biological resources report contains an effects analysis that reflects the latest data available from the USFWS, California Natural Diversity Database (CNDDDB), and the California Native Plant Society (CNPS). To ensure that the analysis assesses all sensitive species within the vicinity of the project, the analysis will look to identify any effects of the projects on sensitive biological resources that occur within a minimum 3-mile buffer of all project elements.

- 17.7 Title Reports:
Title reports will be ordered for an estimated 20 parcels that will be affected by the proposed waterline and require new easements to be granted over portions of those parcels.
- 17.8 Site Investigation Permit Fees:
Permit fees will be required to be paid to third party to perform the geotechnical investigations, utility potholing, and geophysical utility locating services. The anticipated permits that are expected to be required are the County of San Diego Department of Environmental Health Boring and Well Permits, County of San Diego Department of Public Work Excavation and Traffic Control Permits, and the City of Chula Vista Excavation and Traffic Control Permits.
- 17.9 Environmental Permit Application Fees:
Fees will be required to be paid to third party to submit the various environmental permit applications required for the project. The anticipate permit applications that are expected to be required are the State Regional Water Quality Control Board (RWQCB) - 401 Water Quality Certification, U.S. Army Corps of Engineers (ACOE) - 404 Permit, and the California Department of Fish & Wildlife (CDFW) - 1602 Streambed Alteration Agreement.
- 17.10 Additional Geotechnical Borings for Trenchless in Sensitive Habitat:
Geotechnical Design Professional shall perform additional borings for potential trenchless construction from south of the Glen Abbey Cemetery to J Street. Refer to Section (3.5.2). The additional services are separated into two phases:
 - 17.10.1 Phase 1: Shall be performed at the same time as the borings described

above and therefore a separate mobilization and demobilization is not required. The scope of the first phase includes the advancement of one boring to 55 feet bgs, one boring to 95 feet bgs and one boring to 130 feet bgs. The findings from and logs of these borings will be presented in the Draft Geotechnical Report.

- 17.10.2 Phase 2: Shall be performed for the final design if the tunneling option through the environmentally sensitive area is selected. The scope of the second phase includes the advancement of five borings to depths of 40, 80, 90, 105 and 115 feet bgs. The findings from and logs of these borings will be presented in the Draft Geotechnical Report.
- 17.11 Additional Trenchless Design through Sensitive Habitat:
The Trenchless Design Professional shall complete the following additional services that would be provided if tunneling under the environmentally sensitive area from just south of the Glen Abbey Cemetery to J Street is selected as the preferred alignment. Refer to Section (14):
 - 17.11.1 30% Design: The same services as Task 14.4 but expanded to include tunneling in environmentally sensitive area.
 - 17.11.2 60% Design: The same services as Task 14.5 but expanded to include tunneling in environmentally sensitive area.
 - 17.11.3 100% Design: The same services as Task 14.6 but expanded to include tunneling in environmentally sensitive area.
 - 17.11.4 Final Design: The same services as Task 14.7 but expanded to include tunneling in environmentally sensitive area.
 - 17.11.5 Geotechnical Baseline Report: The same services as Task 14.8 but expanded to include tunneling in environmentally sensitive area.
 - 17.11.6 Bid Support: The same services as Task 14.9 but expanded to include tunneling in environmentally sensitive area.
 - 17.11.7 Construction Support: The same services as Task 14.10 but expanded to include tunneling in environmentally sensitive area.
- 17.12 Additional Landscape and Irrigation Design through Sensitive Habitat:
The Landscape Consultant shall complete the following additional services if open cut methods are utilized in lieu of trenchless methods through the environmentally sensitive area from just south of the Glen Abbey cemetery to J Street:
 - 17.12.1 Services would be the same as Task 16.2 and 16.4, but would provide additional sheets for the environmentally sensitive area described above.
- 17.13 Additional Services:

END OF SCOPE OF SERVICES

COMPENSATION AND FEE SCHEDULE

COMPENSATION AND FEE SCHEDULE

EXHIBIT B

TASK DESCRIPTION:	PRINCIPAL	ASSOCIATE PRINCIPAL	ASSOCIATE	PRINCIPAL PROJECT ENGINEER	ASSOCIATE PROJECT ENGINEER	CIVIL DESIGNER	CAD TECHNICIAN	PRINCIPAL SURVEY ANALYST	TOTAL LABOR HOURS	RISK ENGINEERING FEE	AIRX	Allied Geotechnical Engineers	Balfour Engineering Group	CityWorks	Clerk Land Resources	Coastal Land Solutions	Dexter Wilson Engineering	Mott MacDonald	RF Yeager Engineering	Southwest Geophysics (ATLAS)	Tierra Data	Tierra Environmental Services	TTO Environmental & Associates	Urbana Landscape Architecture	West Coast Civil	Task Total(\$):	
Hourly Rate	\$264.00	\$234.00	\$204.00	\$184.00	\$164.00	\$134.00	\$119.00	\$169.00																			
SUBTOTAL TASK 13:	0	39	0	125	0	245	0	0	409	\$64,956	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$64,956
TASK 14 - TUNNELING																											
14.1 Meetings and Risk Workshop										\$0								\$ 9,520									\$9,520
14.2 Basis of Design Report										\$0								\$ 33,712									\$33,712
14.3 Geotechnical Assessments										\$0								\$ 3,196									\$3,196
14.4 40% Design										\$0								\$ 22,800									\$22,800
14.5 60% design										\$0								\$ 47,142									\$47,142
14.6 100% Design										\$0								\$ 44,588									\$44,588
14.7 Final Design										\$0								\$ 15,418									\$15,418
14.8 Geotechnical Baseline Report										\$0								\$ 27,698									\$27,698
14.9 Bid Support										\$0								\$ 7,088									\$7,088
14.10 Construction Support										\$0								\$ 53,732									\$53,732
SUBTOTAL TASK 14:	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$264,892	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$264,892
TASK 15 - CORROSION																											
15.1.1 Corrosion Engineering - 60% Design										\$0									\$ 17,220								\$17,220
15.1.2 Corrosion Engineering - 100% Design										\$0									\$ 5,550								\$5,550
15.1.3 Corrosion Engineering - Final Design										\$0									\$ 2,660								\$2,660
15.2 Construction Support										\$0									\$ 6,500								\$6,500
SUBTOTAL TASK 15:	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$32,130	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$32,130
TASK 16 - LANDSCAPE																											
16.1 Project Start-up										\$0																	\$5,744
16.2 Construction Document Design										\$0																	\$37,950
16.3 Bid Support										\$0																	\$375
16.4 Construction Support										\$0																	\$13,500
SUBTOTAL TASK 16:	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$57,569
SUBTOTAL TASKS 1-16:	245	131	164	1824	907	2759	869	200	7099	\$1,120,071	\$158,680	\$136,470	\$16,000	\$62,040	\$23,950	\$31,000	\$35,000	\$264,892	\$39,810	\$17,500	\$127,230	\$16,840	\$47,660	\$57,569	\$80,085	\$2,244,117	
TASK 17 - ADDITIONAL SERVICES																											
17.1 Additional Geophysical Utility Locating									0	\$0										\$ 10,000							\$10,000
17.2 CEQA Plus									0	\$0													\$ 10,560				\$10,560
17.3 UAV Services									0	\$9,600																	\$9,600
17.4 Additional Design Surveys									0	\$0						\$ 15,500											\$15,500
17.5 Community Meetings				12					12	\$2,208																	\$11,168
17.6.1 Coastal California Gnatcatcher Surveys									0	\$0											\$ 6,255						\$6,255
17.6.2 Least Bell's Vireo Surveys									0	\$0											\$ 6,265						\$6,265
17.6.3 Quino Checkerspot Butterfly Surveys									0	\$0											\$ 12,130						\$12,130
17.6.4 Light-footed Ridgway's Rail Surveys									0	\$0											\$ 5,198						\$5,198
17.6.5 Nesting Bird Survey									0	\$0											\$ 1,448						\$1,448
17.6.6 SRF CEQA-Plus Biological Technical Report									0	\$0											\$ 4,410						\$4,410
17.7 Site Investigation Permit Fees									0	\$ 40,000	\$ 30,000									\$ 10,000							\$80,000
17.8 Environmental Permit Application Fees									0	\$25,000																	\$25,000
17.9 Title Reports (20 Title reports)									0	\$15,000																	\$15,000
17.10 Additional Geotechnical Borings for Trenchless in Sensitive Habitat									0	\$0			\$112,950														\$112,950
17.11 Additional Trenchless Design and Construction Support through Sensitive Habitat									0	\$0								\$165,394									\$165,394
17.12 Additional Landscape and Irrigation Design and Construction Support through Sensitive Habitat									0	\$0														\$ 42,445			\$42,445
17.13 Additional Services									0	\$0																	\$300,000
SUBTOTAL TASK 17:	0	0	0	12	0	0	0	0	12	\$51,808	\$40,000	\$142,850	\$0	\$8,960	\$0	\$15,500	\$0	\$165,394	\$0	\$20,000	\$35,706	\$0	\$10,560	\$42,445	\$0	\$833,323	
AGREEMENT TOTAL										\$1,171,879	\$198,680	\$279,420	\$16,000	\$71,000	\$23,950	\$46,500	\$35,000	\$430,286	\$39,810	\$37,500	\$162,936	\$16,840	\$58,220	\$100,014	\$80,085	\$3,077,440	
										PERCENTAGES	6.5%	9.1%	0.5%	2.3%	0.8%	1.5%	1.1%	14.0%	1.3%	1.2%	5.3%	0.5%	1.9%	3.2%	2.6%		

TIME SCHEDULE

EXHIBIT C

Time Schedule

Design Phase – 24 months (From Contract NTP)

- Preliminary Investigations & Technical Reports/Basis of Design Report - 12 Weeks
- City Review - 4 Weeks
- 30% Design Submittal - 10 Weeks
- 30% Design Submittal City Review - 6 Weeks
- 60% Design Submittal and Finalize Technical Reports - 10 Weeks
- 60% Design Submittal City/County/Chula Vista Review - 8 Weeks
- 100% Design Submittal - 10 Weeks
- 100% Design Submittal City/County/Chula Vista Review - 8 Weeks
- Hold For Environmental Comments - 16 Weeks
- Final Design Submittal - 8 Weeks
- Final Design Submittal City/County/Chula Vista Review - 6 Weeks
- Finalize Bid Package/Approvals - 4 Weeks
- County of San Diego and City of Chula Vista Permits – 4 weeks

Easement Acquisition – 24 months (From Start of 30% Design Submittal Preparation)

- Prepare Draft Easement Exhibits - 10 Weeks
- Review by City and Stakeholders– 8 Weeks
- Prepare Draft Plat and Legal Descriptions – 8 Weeks
- Review by City READ and Stakeholders – 6 Weeks
- Finalize Plats and Legal Descriptions – 4 Weeks
- Processing of Easement Acquisition - 52 Weeks

Environmental Permitting Phase – 24 months (From Start of 30% Design Submittal Preparation)

- Development Services Department - 52 Weeks
- Environmental Regulatory Agencies - 70 Weeks

Bid & Award Phase – 6 months (From End of Design Phase)

Construction Phase – 41 months (From End of Bid and Award Phase)

Post Construction/As-Built Phase – 6 Months (From End of Construction Phase)

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

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

CONSULTANT REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

V. **Maintaining Participation Levels.**

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

VI. **Definitions.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VII. Certifications.

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

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

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

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

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

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

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

VIII. List of Attachments.

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

DISCLOSURE OF DISCRIMINATION COMPLAINTS

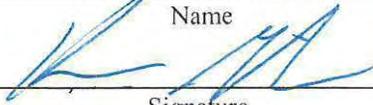
As part of its proposal, the Design Professional must provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Design Professional in a legal or administrative proceeding alleging that Design Professional discriminated against its employees,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

CHECK ONE BOX ONLY.

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

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

Design Professional Name Rick Engineering Company

Certified By Kevin Gibson, PE Title Principal-in-Charge
 Name

 Signature Date August 19, 2021

USE ADDITIONAL FORMS AS NECESSARY

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

WORK FORCE REPORT

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. 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: Glenn A. Rick Engineering & Development Company

ADA/DBA: Rick Engineering Company

Address (Corporate Headquarters, where applicable): 5620 Friars Road

City: San Diego County: San Diego State: California Zip: 92110

Telephone Number: (619)291-0707 Fax Number: _____

Name of Company CEO: Kai E. Ramer, PE

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

Address: Same as above

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

Telephone Number: _____ Fax Number: _____ Email: _____

Type of Business: California Corporation Type of License: _____

The Company has appointed: Kristin Gendron

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: 5620 Friars Road, San Deigo, CA 92110

Telephone Number: _____ Fax Number: _____ Email: kgendron@rickengineering.c

- 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 Rick Engineering Company

(Firm Name)

San Diego

CA

hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 22nd day of March, 2021

Kristin M. Gendron

(Authorized Signature)

Kristin M. Gendron

(Print Authorized Signature Name)

WORK FORCE REPORT - Page 2

NAME OF FIRM: Rick Engineering Company

DATE: 03/22/2021

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

COUNTY: San Diego

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

- (1) Black or African-American
- (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		1				3		14	9		
Professional														
A&E, Science, Computer	1	1	26	3	9	4			2	3	33	20		
Technical														
Sales														
Administrative Support				5	1					1	3	13		
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column	1	1	27	8	11	4	0	0	5	4	50	42	0	0
--------------------	---	---	----	---	----	---	---	---	---	---	----	----	---	---

Grand Total All Employees 153

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

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

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

Work Force Report

HISTORY

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

WORK FORCE & BRANCH WORK FORCE REPORTS

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

MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report^{4,3}. In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.³

TYPES OF WORK FORCE REPORTS:

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

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

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

RACE/ETHNICITY CATEGORIES

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

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

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

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

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

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

Exhibit A: Work Force Report Job categories-Administration

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

Management & Financial

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

Professional

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

Architecture & Engineering, Science, Computer

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

Technical

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

Sales

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

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers

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

Services

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

Crafts

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

Vehicle and Mobile Equipment Mechanics,
Installers, and Repairers
Woodworkers

Operative Workers

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

Transportation

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

Laborers

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

SUBCONTRACTOR PARTICIPATION LIST

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

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

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

NAME AND ADDRESS SUBCONTRACTORS	SCOPE OF SERVICES	PERCENT OF CONTRACT	SLBE/ELBE (MBE/ WBE/DBE/ DVBE/OBE*)	WHERE CERTIFIED**
AirX Utility Surveyors 2534-C E El Norte Parkway, Escondido, CA 92027	Potholing	6.5%	SLBE, WBE	City of San Diego, CPUC
Allied Geotechnical Engineers 9500 Cuyamaca Street #102, Santee, CA 92071	Geotechnical	9.1%	ELBE, SBE, SMBE/ SWBE, DBE	City of San Diego, CA DGS, Caltrans, CUCP
Belcourt Engineering Group PO Box 910104, San Diego, CA 92191	Constructability Review	0.5%	SLBE	City of San Diego
CityWorks People + Places 110 W A Street #600, San Diego, CA 92101	Public Outreach	2.3%	SLBE, DBE	City of San Diego, Caltrans
Clark Land Resources 4167 Avenida de la Plata, Suite 108, Oceanside, CA 92056	Right-of-Way Acquisition	0.8%	SLBE, WBE, SBE	City of San Diego, CA Public Utilities, CPUC
Coastal Land Solutions 573 2nd Street, Encinitas, CA 92024	Surveying	1.5%	ELBE, SBE	City of San Diego, CA DGS
Dexter Wilson Engineering 2234 Faraday Avenue, Carlsbad, CA 92008	Water Specialist	1.1%	SBE, OBE	CA DGS
Mott MacDonald 750 B Street, Suite 2880, San Diego, CA 92101	Trenchless	14.0%	OBE	N/A
RF Yeager Engineering 1016 Broadway, Suite A, El Cajon, CA 92021	Corrosion	1.3%	ELBE, DVBE, SBE	City of San Diego, CA DGS
Atlas 6280 Riverdale Street, San Diego, CA 92120	Geophysical Utility Locating	1.2%	OBE	N/A
Tierra Data 10110 W Lilac Road, Escondido, CA 92026	Biological	5.3%	SLBE, DBE, WBE	City of San Diego, CUCP, CPUC
Tierra Environmental 10650 Scripps Ranch Blvd #105, San Diego, CA 92131	Cultural, Archaeo, Paleo	0.5%	SLBE, ELBE, MBE	City of San Diego, Caltrans, CPUC
TTG Environmental 7922 Mission Manzanita Place, San Diego, CA 92120	CEQA and Agency Permitting Support	1.9%	ELBE, DBE, SMBE/ SWBE	City of San Diego, Caltrans
Urbana Landscape Architecture 9655 Granite Ridge Dr, 200, San Diego, CA 92123	Landscape and Revegetation	3.2%	ELBE, DBE	City of San Diego, Caltrans
West Coast Civil 10650 Treena Street, Suite 104, San Diego, CA 92131	Civil Design Support	2.6%	ELBE, SMBE	City of San Diego, Caltrans

List of Abbreviations:

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

* Listed for informational purposes only.

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

DISCLOSURE DETERMINATION FOR CONSULTANT

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

- 1. Department / Board / Commission / Agency Name: City of San Diego
- 2. Name of Specific Consultant & Company: Rick Engineering Company
- 3. Address, City, State, ZIP: 5620 Friars Road, San Diego, CA 92110
- 4. Project Title (as shown on 1472, "Request for Council Action"): H207169 – Design of Otay 2nd Pipeline Phase 4
- 5. Consultant Duties for Project: Provide professional engineering design services

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

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

- or -

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

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

- or -

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

By: [Signature] / DD
[Name/Title]*

7/22/2021
[Date]

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

DEFINITION OF "CONSULTANT"

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

- (A) Makes a governmental decision whether to:
 - 1. Approve a rate, rule or regulation;
 - 2. Adopt or enforce a law;
 - 3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
 - 4. Authorize the City to enter into, modify, or renew a contract provided it is the type of contract that requires City approval;
 - 5. Grant City approval to a contract that requires City approval and to which the City is a party, or to the specifications for such a contract;
 - 6. Grant City approval to a plan, design, report, study, or similar item;
 - 7. Adopt, or grant City approval of, policies, standards, or guidelines for the City, or for any subdivision thereof; or

- (B) Serves in a staff capacity with the City and in that capacity participates in making a governmental decision as defined in Regulation 18702.2 or performs the same or substantially all the same duties for the City that would otherwise be performed by an individual holding a position specified in the City's Conflict of Interest Code.

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

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

1/28/2006

CITY OF SAN DIEGO CONSULTANT PERFORMANCE EVALUATION

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

Section I PROJECT INFORMATION

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

Section II SPECIFIC RATINGS

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

Section II

SPECIFIC RATINGS Continued

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

Section III

SUPPLEMENTAL INFORMATION

(Please ensure to attach additional documentation as needed.)

(Supporting documentation attached: Yes No)

Section IV

FINAL RATING

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

**City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance**

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

A. BID/PROPOSER/SOLICITATION TITLE:

Solicitation Title: City of San Diego Design of Otay 2nd Pipeline Phase 4

Contract Number: H207169

Proposer: Rick Engineering Company (RICK)

B. BIDDER PROPOSER INFORMATION

Glenn A. Rick Engineering Development & Company		Rick Engineering Company	
Legal Name		DBA	
5620 Friars Road	San Diego	California	92110
Street Address	City	State	Zip
Kevin Gibson, PE, Principal	(619) 291-0707	N/A	
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.

Kevin Gibson, PE	Principal – Public Works Division/Principal-in-Charge
Name	Title/Position
San Diego, California	
City and State of Residence	Employer (if different than Bidder/Proposer)
4% Ownership In Rick Engineering Company	
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	

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	

Use Attachment "A" if additional pages are necessary.

C. OWNERSHIP AND NAME CHANGES:

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

Yes No

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

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

Yes No

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

D. BUSINESS ORGANIZATION/STRUCTURE:

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

Corporation

Date incorporated: 9/21/1955 State of incorporation: California

List corporation's current officers:

President: Kai Ramer, PE
Vice Pres.: Paul J. Iezzi, PE
Secretary: Timothy W. Gabrielson, PE
Treasurer: Paul J. Iezzi, PE

Is your firm a publicly traded corporation? Yes No

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

N/A

Limited Liability Company

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

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

N/A

Partnership

Date formed: ____/____/____

State of formation: _____

List names of all firm partners:

N/A

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:

N/A

Joint Venture Date formed: ____/____/____

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

N/A

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

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Name of Bank: California Bank of Trust

Point of Contact: Robert P. Hulterstrom, Senior Vice President

Address: 4320 La Jolla Village Drive, Suite 130, San Diego, CA 92122

Phone Number: (858) 623-3120

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

F. PERFORMANCE HISTORY:

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

Yes No

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

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

Yes No

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

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

Yes No

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

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?
 Yes No

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

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?
 Yes No

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

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?
 Yes No

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

7. Performance References:

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

Company Name: City of San Diego

Contact Name and Phone Number: Sheila Bose, (619) 533-4698

Contact Email: sbose@sandiego.gov

Address: 525 B Street, Suite 750, San Diego, CA 92101

Contract Date: On-Going

Contract Amount: \$760,000

Requirements of Contract: Otay 2nd Pipeline Phase 2 Replacement (Civil Engineering)

Company Name: City of San Diego

Contact Name and Phone Number: Jaime Ramos, (619) 533-5103

Contact Email: jramosbanuel@sandiego.gov

Address: 525 B Street, Suite 750, San Diego, CA 92101

Contract Date: On-Going

Contract Amount: \$1.6 Million

Requirements of Contract: 30th Pipeline Replacement (Civil Engineering)

Company Name: City of San Diego

Contact Name and Phone Number: Jeff Soriano, (858) 292-6336

Contact Email: jsoriano@sandiego.gov

Address: 525 B Street, Suite 750, San Diego, CA 92101

Contract Date: On-Going

Contract Amount: \$2.25 Million

Requirements of Contract: Pacific Beach Pipeline South (Civil Engineering)

G. COMPLIANCE:

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

Yes No

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

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

Yes No

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

H. BUSINESS INTEGRITY:

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

Yes No

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

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

Yes No

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

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

Yes No

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

I. WAGE COMPLIANCE:

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

Yes No

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

J. STATEMENT OF SUBCONTRACTORS:

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

Company Name: AirX Utility Surveyors, Inc.

Contact Name and Phone Number: Gail McMorran, (760) 480-2347

Contact Email: estimating@airxus.com

Address: 2534 E. El Norte Parkway, Suite C, Escondido, CA 92027

Contract Date: TBD

Sub-Contract Dollar Amount: TBD

Requirements of Contract: Potholing

What portion of work will be assigned to this subcontractor: 6.5%

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

Company Name: Allied Geotechnical Engineers, Inc.

Contact Name and Phone Number: Sani Sutanto, (619) 449-5900

Contact Email: s_sutanto@alliedgeo.org

Address: 9500 Cuyamaca Street, Suite 102, Santee, CA 92071

Contract Date: TBD

Sub-Contract Dollar Amount: TBD

Requirements of Contract: Geotechnical

What portion of work will be assigned to this subcontractor: 9.1%

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

Company Name: Belcourt Engineering Group, LLC

Contact Name and Phone Number: Mohamed Adjroud, (858) 837-0749

Contact Email: madjroud@belcourteng.com

Address: 11457 Vista Ridge San Diego, CA 92130-8696

Contract Date: TBD

Sub-Contract Dollar Amount: TBD

Requirements of Contract: Constructability Review

What portion of work will be assigned to this subcontractor: 0.5%

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

Company Name: CityWorks People + Places, Inc.

Contact Name and Phone Number: Catherine Smith, (619) 238-9091 x112

Contact Email: catherine.smith@cityworks.biz

Address: 110 West A Street Suite 600, San Diego, CA 92101

Contract Date: TBD

Sub-Contract Dollar Amount: TBD

Requirements of Contract: Public Outreach

What portion of work will be assigned to this subcontractor: 2.3%

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

Company Name: Clark Land Resources

Contact Name and Phone Number: Sue Cope, (760) 758-1562

Contact Email: sue.cope@clarklandresources.com

Address: 4167 Avenida de la Plata, Suite 108, Oceanside, CA 92056

Contract Date: TBD

Sub-Contract Dollar Amount: TBD

Requirements of Contract: Right-of-Way Acquisition

What portion of work will be assigned to this subcontractor: 0.8%

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

Company Name: Coastal Land Solutions, Inc.

Contact Name and Phone Number: Trish Lee, (760) 230-6025 x208

Contact Email: trish@coastal-land-solutions.com

Address: 577 Second Street, Encinitas, CA 92024

Contract Date: TBD

Sub-Contract Dollar Amount: TBD

Requirements of Contract: Surveying

What portion of work will be assigned to this subcontractor: 1.5%

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

Company Name: Dexter Wilson Engineering, Inc.

Contact Name and Phone Number: Andrew Oven, (760) 438-4422

Contact Email: andrew@dwilsoneng.com

Address: 2234 Faraday Avenue, Carlsbad, CA 92008

Contract Date: TBD

Sub-Contract Dollar Amount: TBD

Requirements of Contract: Water Specialist

What portion of work will be assigned to this subcontractor: 1.1%

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

Company Name: Mott MacDonald Group, LLC

Contact Name and Phone Number: Trent Cohen, PE, (818) 736-4333

Contact Email: trenton.cohen@mottmac.com

Address: 750 B Street, Suite 2880, San Diego, CA 92101

Contract Date: TBD

Sub-Contract Dollar Amount: TBD

Requirements of Contract: Trenchless

What portion of work will be assigned to this subcontractor: 14.0%

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

Company Name: RF Yeager Engineering
Contact Name and Phone Number: Richard F. Yeager Jr., PE, (619) 647-6265
Contact Email: RFYeager@RFYeager.com
Address: 1016 Broadway, Suite A, El Cajon, CA 92021
Contract Date: TBD
Sub-Contract Dollar Amount: TBD
Requirements of Contract: Corrosion
What portion of work will be assigned to this subcontractor: 1.3%

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

Company Name: Atlas
Contact Name and Phone Number: Blake Macek, (877) 215-4321
Contact Email: blake.macek@oneatlas.com
Address: 6280 Riverdale Street, Suite 200, San Diego, CA 92120
Contract Date: TBD
Sub-Contract Dollar Amount: TBD
Requirements of Contract: Geophysical Utility Locating
What portion of work will be assigned to this subcontractor: 1.2%

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

Company Name: Tierra Data, Inc.
Contact Name and Phone Number: Derek Langsford, (760) 749-2247
Contact Email: derek.langsford@tierradata.com
Address: 10110 W. Lilac Road, Escondido, CA 92026
Contract Date: TBD
Sub-Contract Dollar Amount: TBD
Requirements of Contract: Biological
What portion of work will be assigned to this subcontractor: 5.3%

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

Company Name: Tierra Environmental Services

Contact Name and Phone Number: Michael Baksh, PhD, (858) 578-9064

Contact Email: tierraenv@aol.com

Address: 10650 Scripps Ranch Blvd, Suite 105, San Diego, CA 92131

Contract Date: TBD

Sub-Contract Dollar Amount: TBD

Requirements of Contract: Cultural, Archaeo, Paleo

What portion of work will be assigned to this subcontractor: 0.5%

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

Company Name: TTG Environmental & Associates

Contact Name and Phone Number: Teresa Wilkinson, (619) 200-1577

Contact Email: ttgenvironmental@gmail.com

Address: 7922 Mission Manzanita Place, San Diego, CA 92120

Contract Date: TBD

Sub-Contract Dollar Amount: TBD

Requirements of Contract: CEQA and Agency Permitting Support

What portion of work will be assigned to this subcontractor: 1.9%

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

Company Name: Urbana Landscape Architecture (Reddy Engineering Services, Inc.)

Contact Name and Phone Number: David Preciado, (619) 887-0833

Contact Email: David@UrbanaLandArch.com

Address: 9655 Granite Ridge Drive, Suite 200, San Diego, CA 92123

Contract Date: TBD

Sub-Contract Dollar Amount: TBD

Requirements of Contract: Landscape and Revegetation

What portion of work will be assigned to this subcontractor: 3.2%

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

Company Name: West Coast Civil, Inc.

Contact Name and Phone Number: Kyle McCarty, (858) 869-1332

Contact Email: kyle@westcoastcivil.com

Address: 10650 Treena Street, Suite 104, San Diego, CA 92131

Contract Date: TBD

Sub-Contract Dollar Amount: TBD

Requirements of Contract: Civil Design Support

What portion of work will be assigned to this subcontractor: 2.6%

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

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

K. STATEMENT OF AVAILABLE EQUIPMENT:

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

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

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

Pledge of Compliance Initial submission.

OR

Update to prior Pledge of Compliance dated ____/____/____

Complete all questions and sign below.

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

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

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

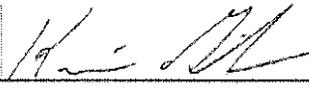
(b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).

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

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

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

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

Kevin Gibson, PE, Principal-in-Charge		August 19, 2021
Name and Title	Signature	Date

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

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

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

Kevin Gibson, PE, Principal-in-Charge
Print Name, Title


Signature

August 19, 2021
Date

Item 52
01/25/2022

(O-2022-70)
COR. COPY

ORDINANCE NUMBER O- 21424 (NEW SERIES)

DATE OF FINAL PASSAGE FEB 03 2022

AN ORDINANCE OF THE COUNCIL OF THE CITY OF
SAN DIEGO AUTHORIZING A CONSULTANT AGREEMENT
WITH RICK ENGINEERING COMPANY FOR CONSULTANT
SERVICES FOR DESIGN AND CONSTRUCTION SUPPORT
FOR THE OTAY 2ND PIPELINE PHASE 4 (H207169)
PROJECT.

WHEREAS, the Otay 2nd Water Pipeline (Pipeline), originally installed in 1930, is one of the City's oldest and most important treated-water transmission mains, treating and conveying local water from the Otay system to Paradise Hills/Paradise Mesa, Encanto, Logan Heights, Downtown San Diego, and surrounding communities; and

WHEREAS, much of the Pipeline is original pipe and is, therefore, approaching the end of its lifecycle; and

WHEREAS, the Pipeline has experienced problems such as breaks and ongoing leakage that have resulted in multiple repairs as well as increasing risk for Pipeline failure; and

WHEREAS, the Otay 2nd Water Pipeline Replacement Project is broken into six major phases which run from the north end of the new 42-inch Pipeline on 60th Street and Tooley Street to the Otay Water Treatment Plant; and

WHEREAS, the Otay 2nd Pipeline Phase 4 Project (Phase 4) will consist of upsizing approximately 16,910 linear feet (3.2 miles) of existing 36-inch and 40-inch steel transmission pipeline to 48-inch Cement Mortar Lined, Coated, and Tape Wrapped Welded Steel transmission pipeline; and

WHEREAS, in addition to the transmission pipeline replacement, Phase 4 will also include installation of a new, approximately 1,000-linear-feet long, 8-inch distribution main

where the transmission pipeline runs adjacent to the private residences along Hill Road, allowing seventeen water services to be transferred from the transmission main to the distribution main; and

WHEREAS, on March 13, 2020, the City issued a Request for Proposal (H207169) to solicit professional engineering services for the preparation of technical studies and design, engineering estimates, permit documents, and construction plans and specifications for Phase 4, as well as to provide design support services during the construction phase and close-out for Phase 4; and

WHEREAS, after interviewing the five firms that submitted proposals, Rick Engineering Company was selected based upon their qualifications in accordance with Council Policy 300-07; and

WHEREAS, the total contract amount is \$3,077,440.00 and, considering the complicated nature of the pipeline design and multiple agency coordination, the total expected duration of the contract is seven years; and

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

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

Section 1. That the Mayor, or his designee, is authorized to execute a Consultant Agreement with Rick Engineering Company for Consultant Services for Design and Construction Support for the Otay 2nd Pipeline Phase 4 (H207169) Project, in an amount not to exceed \$3,077,440.00 (Agreement), contingent upon the Chief Financial Officer furnishing one

or more certificates certifying that funds necessary for expenditure are, or will be, on deposit with the City Treasurer.

Section 2. That the Chief Financial Officer is authorized to expend an amount not to exceed \$3,077,440.00 from CIP S-20001, Otay 2nd Pipeline Phase 4, Fund 70010, Water Utility CIP for the purpose of executing the Agreement.

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

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

APPROVED: MARA W. ELLIOTT, City Attorney

By /s/ Adam R. Wander
Adam R. Wander
Deputy City Attorney

ARW:cw
12/21/21
01/07/22 COR. COPY
Or.Dept: Public Utilities Department
CC No.: N/A
Doc. No.: 2843888_3

I hereby certify that the foregoing Ordinance was passed by the Council of the City of San Diego, at this meeting of JAN 25 2022.

ELIZABETH S. MALAND
City Clerk

By Connie Patterson
Deputy City Clerk

Approved: 2/3/22
(date)

Todd Gloria
TODD GLORIA, Mayor

Vetoed: _____
(date)

TODD GLORIA, Mayor

Passed by the Council of The City of San Diego on JAN 25 2022, by the following vote:

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

Date of final passage FEB 03 2022.

AUTHENTICATED BY:

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

(Seal)

ELIZABETH S. MALAND
City Clerk of The City of San Diego, California.

By Connie Patterson, Deputy

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

JAN 11 2022, and on FEB 03 2022.

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

(Seal)

ELIZABETH S. MALAND
City Clerk of The City of San Diego, California.

By Connie Patterson, Deputy

Office of the City Clerk, San Diego, California

Ordinance Number O- 21424

Passed by the Council of The City of San Diego on January 25, 2022, by the following vote:

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

NAYS: NONE.

NOT PRESENT: NONE.

RECUSED: NONE.

AUTHENTICATED BY:

TODD GLORIA

Mayor of The City of San Diego, California

ELIZABETH S. MALAND

City Clerk of The City of San Diego, California

(Seal)

By: Connie Patterson, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true, and correct copy of ORDINANCE NO. O-21424 (New Series) of The City of San Diego, California.

I FURTHER CERTIFY that said ordinance was not finally passed until twelve calendar days had elapsed between the day of its introduction and the day of its final passage, to wit, on January 11, 2022, and on February 3, 2022.

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

ELIZABETH S. MALAND

City Clerk of The City of San Diego, California

(SEAL)

By: Connie Patterson, Deputy