

May 12, 2023

VIA EMAIL: jadam@hazenandsawyer.com

Mr. Jack Adam, Associate Vice President
Hazen & Sawyer
11260 El Camino Real, Suite 102
San Diego, CA 92130

Subject: Agreement for Design of Otay 2nd Pipeline St Replacement Ph 5; Transmittal of Agreement RR-314611/H2225964; **Notice to Proceed**

Dear Mr. Adam:

On May 11, 2023, the City of San Diego executed the subject Agreement, which was approved by City Council Resolution RR-314611. This action constitutes the Notice of Award.

Said Agreement is for Design of Otay 2nd Pipeline St Replacement Ph 5, with a total not-to-exceed contract amount of \$3,247,222 (consisting of \$2,490,954 for the Scope of Services and \$756,268 for Additional Services) for the accomplishment of same. Issuance of Additional Services is at the City's sole discretion and would be done so via a written Task Authorization, under separate cover, by the City's Project Manager or designee. Said total contract amount consists of two (2) Phases as follows: Phase 1 with a total not-to-exceed amount of \$2,174,437 and Phase 2 with a total not-to-exceed amount of \$1,072,785.

Additionally, your DIR Project ID number is 467357. It is your responsibility to share this number with all applicable subs, regardless of tier, if subs are ever utilized under the subject agreement in the future. This number is needed to submit certified payroll records into the DIR's Electronic Certified Payroll Reporting (eCPR) database.

Therefore, the City hereby issues this Notice to Proceed for Phase 1 only, and its associated Scope of Work delineated in Exhibit A of the Agreement. A copy of the subject Agreement and your DIR Project ID confirmation are enclosed herein for your file.

If there are any questions, please contact Ramesis Bustamante, Associate Engineer - Civil, at (619) 533-3789 or via email at RWBustamante@sandiego.gov.

Page 2 of 2
Mr. Jack Adam
May 12, 2023

Sincerely,



Frank A. Romero
Senior Contract Specialist
Purchasing & Contracting Department

Enclosures: 1. Agreement RR-314,611/H2225964
2. DIR Project ID PWC-100

cc: Claudia Abarca, Director, Purchasing & Contracting
Beric Doringo, Deputy Director, Purchasing & Contracting
Christian Silva, Program Manager, Purchasing & Contracting
Cindy Crocker, Principal Contract Specialist, Purchasing & Contracting
Angelica Gil, Senior Contract Specialist, Purchasing & Contracting
Ramesis Bustamante, Associate Engineer-Civil, Engineering & Capital Projects
EOCP Contract Compliance Officer
PWD-Prevailing-Wage
P&C File

ORIGINAL

**AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND
HAZEN AND SAWYER**

**FOR
DESIGN OF OTAY 2ND PIPELINE ST
REPLACEMENT PH 5**

CONTRACT NUMBER: H2225964

DOCUMENT NO. RR-314611
FILED FEB 28 2023
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

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DESIGN PROFESSIONAL AGREEMENT EXHIBITS

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Exhibit B - Compensation and Fee Schedule

Exhibit C - Time Schedule

Exhibit D - City's Equal Opportunity Contracting Program Consultant Requirements
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Exhibit E - Determination Form

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**AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND HAZEN AND SAWYER
FOR DESIGN PROFESSIONAL SERVICES**

THIS Agreement is made and entered into between the City of San Diego, a municipal corporation [City], and Hazen and Sawyer [Design Professional] for the Design Professional to provide Professional Services to the City for the Design of Otay 2nd Pipeline St Replacement Ph 5 [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 & 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 & 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 for no more than sixty (60) months, whichever is the earliest. Any extensions beyond sixty (60) months will require City Council approval via Ordinance.

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

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

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

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

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

filing of documents and completion of performance, the Design Professional shall deliver to the City all drawings, plans, calculations, specifications and other documents or records related to both the Project and to the Design Professional's Professional Services on the Project. By accepting payment for completion, filing and delivering documents as called for in this paragraph, the Design Professional discharges the City of all of the City's payment obligations and liabilities under this Agreement.

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

ARTICLE III COMPENSATION

3.1 Amount of Compensation. The total compensation payable by the City to the Design Professional for performance of all Professional Services rendered in accordance with this Agreement, including reasonably related expenses, shall not exceed \$3,247,222. The compensation for the Scope of Services shall not exceed \$2,490,954 and the compensation for Additional Services (described in Section 3.2), if any, shall not exceed \$756,268. Moreover, the total compensation to be paid to the Design Professional by the City for all work performed under each phase of this Agreement shall not exceed the amount for each phase as specified in the Phased Funding Schedule in Section 3.1.1 unless said amount is modified in writing by an amendment to this Agreement.

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

PHASED FUNDING SCHEDULE		
<u>Funding Phases</u>	<u>Dates</u>	<u>Not to Exceed Total Amount</u>
1	From date of execution of Agreement through completion of Agreement	\$2,174,437
2	From May 13, 2024 through completion of the Agreement	\$1,072,785
Total		\$3,247,222

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

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

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

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

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

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

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

3.1.3.1 Work described in this AGREEMENT and its Exhibits; and

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

Funding Phases	Not to Exceed Amount for Scope of Services	Not to Exceed Amount for Additional Services	Not to Exceed Total Amount
1	\$1,582,805	\$591,632	\$2,174,437
2	\$908,149	\$164,636	\$1,072,785
Total	\$2,490,954	\$756,268	\$3,247,222

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

3.3 Manner of Payment. The City shall pay the Design Professional in accordance with the above Phased Funding Schedule and the Compensation and Fee Schedule [Exhibit B]. For the duration of this Agreement, the Design Professional shall not be entitled to fees, including fees for expenses, that exceed the amounts specified in the Phased Funding Schedule and Compensation and Fee Schedule. The Design Professional shall submit one invoice per calendar month in a form acceptable to City in accordance with the

Compensation and Fee Schedule. The Design Professional shall include with each invoice a description of completed Professional Services, reasonably related expenses, if any, and all other information, including but not limited to: the progress percentage of the Scope of Services and/or deliverables completed prior to the invoice date, as required by the City. The City will pay undisputed portions of invoices within thirty calendar days of receipt.

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

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

ARTICLE IV DESIGN PROFESSIONAL'S OBLIGATIONS

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

4.2 Right to Audit.

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

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

4.2.2.1 Cost Audit. If there is a claim for additional compensation or for Additional Services, the City's Right includes the right to examine books, records,

documents, and any and all other evidence and accounting procedures and practices that the City determines are necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.

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

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

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

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

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

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

4.3.1.1 Commercial General Liability. The Design Professional shall keep in full force and effect Commercial General Liability (CGL) Insurance written on an ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of \$1 million per occurrence and subject to an annual aggregate of \$2 million. There

shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

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

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

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

4.3.1.5 Contractors Pollution Liability Insurance.

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

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

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

Occurrence based policies shall be procured before the Professional Services commence. Claims Made policies shall be procured before the Professional Services commence, shall be maintained for the duration of this Agreement, and shall include a 12-

month extended Claims Discovery Period applicable to this Agreement or the existing policy or policies that shall continue to be maintained for 12 months after the completion of the Professional Services without advancing the retroactive date.

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

4.3.1.6 Contractors Hazardous Transporters 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 Hazardous Transporters Pollution Liability Insurance, including contractual liability coverage to cover liability arising out of transportation of hazardous or toxic, materials, substances, or any other pollutants by [Design Professional or any Subcontractor in an amount no less than \$1,000,000 limit per occurrence and \$2,000,000 aggregate per policy period of one year.

All costs of defense shall be outside the limits of the policy.

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

To obtain City approval of a Subcontractor's insurance coverage in lieu of the Design Professional insurance, the Design Professional shall certify that all activities under the Contractor's Hazardous Transporters Pollution Liability insurance will be performed exclusively by the Subcontractor providing the insurance. The deductible shall not exceed \$25,000 per claim without prior approval of the City.

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

4.3.1.7 Aviation Liability Insurance. The Consultant shall procure and maintain at their expense or require their Subcontractor, as described below, to procure and maintain Aviation Liability Insurance on an occurrence basis, including products and completed operations, property damage, bodily injury with limits no less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate.

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

4.3.3 Acceptability of Insurers.

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

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

4.3.4 Required Endorsements.

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

4.3.4.1 Commercial General Liability Insurance Endorsements.

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

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

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

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

4.3.4.3 Contractors Pollution Liability Insurance Endorsements.

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

completed operations performed by you or on your behalf, or d) premises owned, leased, controlled, or used by you.

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

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

4.3.4.4 Contractors Hazardous Transporters Pollution Liability Insurance Endorsements.

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

PRIMARY AND NON-CONTRIBUTORY COVERAGE. The policy or policies shall be endorsed to provide that the insurance afforded by the Contractors Hazardous Transporters 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 Hazardous Transporters 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.

4.3.4.5 Aviation Liability Insurance Endorsements

ADDITIONAL INSURED. To the fullest extent permitted by law and consistent with the limiting provisions set forth at California Civil Code section 2782, California Insurance Code section 11580.04, and any applicable successor statutes limiting indemnification of public agencies that bind the City, the policy or policies shall be endorsed to include as an Additional Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of 9a0 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 Consultant's insurance and shall not contribute to it.

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 Department, c/o Ramesis Bustamante, 525 B Street, Suite 750, San Diego, CA 92101, and notice to the Design Professional shall be addressed to: Hazen and Sawyer, Jack Adam, 11260 El Camino Real, Suite 102, San Diego, CA 92130, jadam@hazenandsawyer.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: Jack Adam, Ben Romero, Kevin Gibson, Colleen Block, Jerimy Borchart, Mike Robison, Josh Farmer, Greg Farrand, Beth Abramson-Beck, Tomo Takahashi, Adam Chase, Karl Osmundson, Vic Salazar [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 Resolution Number R. 314611, authorizing such execution, and by the Design Professional pursuant to Design Professional's signature authority document.

I HEREBY CERTIFY I can legally bind Hazen and Sawyer and that I have read all of this Agreement, this 3 day of October, 2022.

By: 
Kevin Alexander
Vice President


Dated this 9th day of May, 2023.

THE CITY OF SAN DIEGO
Mayor or Designee

By: 
Cindy Crocker
Principal Contract Specialist
Purchasing & Contracting

I HEREBY APPROVE the form of the foregoing Agreement this 11th day of May, 2023.

MARA W. ELLIOTT, City Attorney

By: 
Adam Wander, Deputy City Attorney

SCOPE OF SERVICES

The Scope of Services defines the extent of the Design Professional services necessary to complete the required work and documents specified herein for: Design (Plans, Specifications, and Estimates), assistance during the bidding and award stage, Construction Support, and As-Built generation of Otay 2nd St Pipeline Replacement Ph 5, herein referred to as Project. The Design Professional will be required to perform all research studies, reviews, and coordination necessary to finalize the design and prepare the plans and specifications using the latest applicable City of San Diego design and construction standards.

The Design Professional will be required to submit a Basis of Design Report and design packages for review at 30%, 60%, 100% and Final Design. The Design Professional will be required to go through the City's latest plan check process at 30%, 60%, 100%, and Final Design stages (as applicable) to meet all City of San Diego requirements. Each design stage will have minimum requirements that will be coordinated, reviewed, and accepted by different controlling entities within the City in order to be considered for the next stage. Each review cycle will require the Design Professional to attend comment review meetings with the reviewing parties to address comments. Several as-needed intermediate meetings may also be required in order to fully resolve questions and conflicts.

The Scope of Services and Additional Services shall be split into Funding Phases. Tasks 1 through Task 7, and a portion of Task 18 (if required) shall be allocated to Funding Phase 1. Tasks 8 through Task 17, and the remaining value of Task 18 (if required) shall be allocated to Funding Phase 2.

The Design Professional will be responsible for: designing water mains, designing ADA compliant curb ramps, coordinating the resolution of all potential utility conflicts, assisting in securing all environmental permits including and any other permits or temporary easement access rights required to complete the design and construction of the Project. In addition to the below tasks, the Design Professional will provide design services, bid and award support, construction support, and as-built services for the Project. This Scope of Services document is to be reviewed along with the Pre-Design Report dated February 2021. The reports shall be considered an extension of this Scope of Services document. The Pre-Design Report and reference standards can be found at the location below:

https://drive.google.com/drive/folders/1VrGpbmg_6hOXM_fBABmIIUA859ikPcg-?usp=sharing

Note: Professional Services to be performed under Funding Phase 1 include the following :

1. TASK 1: PROJECT MANAGEMENT

1.1 Provide management support to the City in the execution of the Project design phase and design-related issues during the bid, award, and construction phase.

1.2 Attend meetings as requested by the City and coordinate the preparation of supporting materials as required.

1.3 Establish, monitor and maintain Project scheduling and budget controls. Initiate corrective action when deviations from scheduled task completions and budgets arise. (Assumed through construction)

1.4 Maintain the Project design schedule as a tool in managing and monitoring Project progress. The schedule shall include Project tasks, task interrelationships, milestones, and intermediate and final Project deliverables, in accordance with the City of San Diego Guidelines and Standards. (Assumed through design period)

1.5 Develop separate schedules for individual tasks, monitor continuously, and update to show actual and planned progress. (Assumed through design period)

1.6 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. The report shall be attached to the monthly progress invoice. Report contents include, but are not limited to:

1.6.1. Schedule Information

1.6.2. Percentage of individual task completion

1.6.3. Budget Information

1.6.4. Problems Encountered

1.6.5. Out-of-Scope Authorizations

1.6.6. Design Professional Action Items

1.6.7. City Action Items

1.6.8. Resolved Items and Resolution organized by issue

1.7 Coordination.

- 1.7.1. 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 progress on key issues and decisions. The Design Professional shall inform the City of subconsultant activities and relay any feedback from City staff.
- 1.7.2. 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.

2. TASK 2: PROJECT DESIGN MEETINGS

- 2.1 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. Attend meetings as requested by the City and coordinate the preparation of supporting materials, as required. Provide the status on Project design issues/problems. The Project status log shall be organized by issue/problem subject matter. Action items shall be on one list.
- 2.2 Meetings.
 - 2.2.1. 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.
 - 2.2.2. Design Professional will lead monthly progress meetings with task managers and/or major subconsultants assisting in performing work.
 - 2.2.3. 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.
 - 2.2.4. Operations Meetings. The Design Professional shall attend operations meetings 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 Water Operations comments in a form provided by the City.

- 2.2.5. Traffic Control Meetings. The Design Professional shall attend at least five (5) Traffic Control Meetings with the City Traffic Engineer or the appropriate agency at 60% Design, 100% Design, and Final Design if needed.
- 2.2.6. ADA Meetings. The Design Professional shall attend at least five (5) meetings with the City CIP Access Law Compliance Officer or the appropriate agency to discuss the curb ramp design at 60% Design, 100% Design, and Final Design.
- 2.2.7. QA/QC Meeting. The Design Professional shall attend at least three (3) meetings with the City Quality Control/Quality Assurance section or the appropriate agency to discuss the plans, specifications and bid items at 100% Design.
- 2.2.8. Jurisdictional Agency Meetings. The Design Professional shall attend at least twenty (20) meetings with various agencies requiring coordination for this Project. These may include, but are not limited to Caltrans, MTS, SDG&E, Army Corps of Engineers, California Fish & Wildlife Service, Regional Water Quality Control Board, US Fish & Wildlife Service, and various franchise utilities.

3. TASK 3: INVESTIGATIONS

- 3.1 Perform survey research. (Scope and Fee included in Task 17)
- 3.2 Perform as-built research and obtain all additional as-builts that have not been provided by the City.
- 3.3 Obtain and review franchise and agency-provided utility data. Plot on topo and create base sheets.
- 3.4 Conduct site verification of utilities and identify those that require potholing (30 visits total).
- 3.5 Coordinate subconsultants:
 - 3.5.1. Geotechnical. Assume 12 borings.
 - Services to be provided through design and construction.
 - Research and review of basis for Project plans indicating the proposed location and depths of the proposed pipeline.
 - a) Open-Trench (cut-and-cover): The number and spacing of exploratory borings will be finalized during design. For the open-trench pipeline reaches, a truck-mounted, small-diameter, hollow-stem auger drill rig is

proposed to advance borings to the target depths, however, an air-rotary or air-percussion drill rig may be substituted if effective refusal is encountered during auger drilling. The purpose of the geotechnical investigation for the proposed open-trench (cut-and-cover) reaches of the Project will be to evaluate the geotechnical conditions along these pipeline reaches of the alignment and provide geotechnical recommendations relative to the design and construction of the proposed water pipeline

Nine (9) borings will be drilled to depths up to 20 feet below the ground surface or refusal using hollow-stem auger truck-mounted drill rig equipped with 8-inch diameter augers. The borings will be located along the preferred pipeline alignment.

- b) Trenchless Crossings: The actual location and depth of proposed crossings will be finalized during design. For any trenchless pipeline crossings, a truck mounted, large-diameter, bucket-auger or spin-auger drill rig is proposed to advance borings to the target depths at the access pit locations. Core drilling is not proposed. The purpose of the geotechnical investigation would be to characterize the geotechnical conditions impacting any proposed trenchless pipelines.

Three (3) large-diameter borings (approximately 30-inch diameter) will be drilled using a truck-mounted bucket-auger drill rig. One boring will be drilled on the north side of SR-94 to a depth of approximately 80 feet below the existing ground surface or refusal (approximately to the tunnel invert depth) and two borings will be drilled on the south side of SR-94 to depths of up to 40 feet or refusal. The borings will be down-hole logged by an engineering geologist from our office. During down-hole logging, safety equipment including a cage, light, gas monitoring, and ventilation equipment will be utilized. The large-diameter borings will be located in the vicinity of the launching and receiving pits along the preferred tunnel crossing alignment.

If required by Caltrans, the geotechnical investigation will also provide the information requested by Caltrans Encroachment Permits Manual Section 603.6A-E2 and provide geotechnical recommendations relative to the design and construction of the proposed pipeline crossing by trenchless methods. These services are included in Task 18.

- c) The proposed scope of services may include the following and may be modified based on additional site evaluation and Project information.
- i. Research and review of geotechnical maps and literature pertaining to the site and vicinity, including the previous geotechnical report for this Project if available and any nearby projects.
 - ii. Research and Review of historic aerial photographs, as-built maps (if available) and topographic maps of the area (primarily to evaluate the presence/depth of fill).
 - iii. Field reconnaissance to observe the existing surficial soil conditions along the alignment and to mark out proposed exploratory boring locations.
 - iv. Communications with Underground Services Alert agency representatives to check that the proposed subsurface investigation will not affect known buried utilities.
 - v. Prepare support data map for City's IB-511 review process which include boring and test pit locations and dimensions, proposed equipment, and access routes.
 - vi. Prepare a package for DS-511 process consisting of a boring location map with access paths (for any borings not in the paved ROW), photolog of each proposed boring location and general surrounding area, and a description of the work (equipment type- i.e. truck-mounted rig or hand auger, boring diameter, etc.). This submittal shall be provided 6 weeks prior to anticipated start of geotech work.
 - i. Written permission from property owners through the County of San Diego or appropriate agency to conduct geotechnical work in private property, private roads, or easements.
 - ii. Preparation and processing of County of San Diego Department of Environmental Health exploratory boring permits. Exploratory borings may encounter groundwater. The boring permits require driller, geologist/engineer, and each of property owners' signatures and a minimum of two weeks processing time after submitting the application to the County.
 - iii. Providing monitoring in accordance with the Community Health and Safety Plan (CHSP) utilizing a photoionization detector, combustible

gas indicator and/or dust monitor, or similar monitoring equipment, during drilling of exploratory borings.

- iv. Geotechnical laboratory testing of the soils samples obtained. Laboratory tests are anticipated to include, at a minimum, grain-size classification, expansion index, Atterberg limits, moisture/density, maximum dry density/ optimum moisture content, direct shear (remolded), permeability, pH, resistivity, and soluble sulfate and chloride content tests.
- v. Geotechnical analysis of the data obtained.
- vi. Preparation of a report summarizing the results of the geotechnical investigation and presenting recommendations, from a geotechnical standpoint, for the design and construction of the proposed open-trench pipeline.
- vii. Preparation of a report summarizing the results of the geotechnical investigation and presenting recommendations, from a geotechnical standpoint, for the design and construction of the proposed trenchless pipeline crossing and addressing the requested geotechnical items in Caltrans Section B623.3B-5 if (authorized from additional services). The report will address the geotechnical factors affecting the proposed new construction and will include recommendations for design, retaining wall design (for access pits), soil- bearing pressure, current seismic design parameters, trench backfill and other design/construction considerations.

3.5.2. Potholing. The quantity, location and depth of potholes will be determined during the design phase. The Design Professional shall obtain all necessary encroachment permits for subsurface investigations.

- a) Services to be provided through design phase only.

3.5.3. Environmental.

- a) Environmental Permitting Services:
 - i. 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. One leaking underground storage tank (LUST) case has been documented within 1,000 feet of the existing pipe

alignment. The LUST case is not located within 500 feet of the existing pipe alignment. The project occurs within 2,000 feet of a hazardous area identified by the Environmental Services Department's (ESD) GIS map layer. There is 1 landfill within 1,000 feet of the Project. Design Professional will assist in coordination efforts with Solid Waste Local Enforcement Agency (LEA) to provide appropriate reports, monitoring, and documents required by LEA during design. 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 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 in completing 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.

- ii. Planning Document Review. Environmental Design Professional will assist the project team by researching City 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.
- iii. Environmental Permitting Support. Environmental Design Professional will assist the project team during the environmental permitting phase and for 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 consultant 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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<p>Regional Water Quality Control Board (RWQCB)</p>	<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
<p>California Department of Fish and Wildlife (CDFW)</p>	<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

b) Biological Services:

- i. Geotechnical Testing Monitoring. Biological Design Professional will provide letters of qualification for the biological monitors, prepare Design Professional 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. This task assumes up to 10 days of geotechnical monitoring and a single pre-construction nesting survey by a biologist.

- ii. 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.
- iii. 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. Conduct a Post-Survey Meeting with City Staff to assess impacts of potential design on environmentally sensitive lands (ESL).
- iv. Aquatic Resources Delineation. If jurisdictional waters are found during the biological survey, 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. This shall include: completing Ordinary High-Water Mark (OHWM) Forms and Wetland Delineations Forms per current regulatory standards, completing analyses required by current agency standards which may include a Typical Year Analysis, and acquiring GIS data and photographs to meet USACE's Minimum Standards for Acceptance of Aquatic Resources Delineation Reports dated March 16, 2017, or most recent version. 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 as identified in Task 4. 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. If a Post-Survey Meeting was not completed or did not include the information from the Aquatic Resource Delineation, then a Post-Survey Meeting with City Staff to assess impacts of potential design on aquatic

- resources shall occur. This task assumes one draft and one final report electronic deliverable, and no hard copies will be required.
- v. 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.
 - vi. Biological Technical Report. A Biological Technical Report will be created to cover both phases and will be prepared in compliance with the City's 2020 Biology Guidelines and the State Water Board's most recent Clean Water & Drinking Water State Revolving Funds Environmental Package requirements (aka CEQA-Plus). 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. This report will be prepared for the initial 30% submittal, and with revisions and responses to comments for the 60% and 100% submittals. This task assumes two draft and one final report electronic deliverable, and no hard copies will be required. A Post-Survey meeting with City Staff will need to be scheduled 4 weeks prior to the anticipated survey to review draft maps and impacts in preparation of the draft Biological Technical Report.
 - vii. 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). This task assumes one draft and one final report electronic deliverable, and no hard copies will be required.
 - viii. 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. (Fee for preparation of permit applications is included in Task 4.1.)

- 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.

This task assumes one draft and one final iteration of permit application materials. It assumes an alternative analysis will be required for the 401 Certification. It further assumes electronic copies of the deliverables and that no hard copies will be required

ix. Environmental Permit Supporting Documents:

- Aquatic Resources Delineation Report- Biological Design Professional will prepare an Aquatic Resources 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. All documents will be completed to meet USACE's Minimum Standards for Acceptance of Aquatic Resources Delineation Reports dated March 16, 2017, or most recent version. This task assumes one draft and one final report electronic

deliverable, and no hard copies will be required.

- 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. This task does not include final mitigation plans or construction drawings and specifications. This task assumes one draft and one final report electronic deliverable, and no hard copies will be required.

c) Cultural Resources:

- i. 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 and the State Water Board's CEQA-Plus process. The cultural resources study will be prepared in accordance with the latest City Historical Resources Guidelines and the State Water Board's most recent Clean Water & Drinking Water State Revolving Funds Environmental Package requirements (aka CEQA-Plus). The cultural resources study for the CEQA review and documentation shall 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.

3.5.4. Corrosion. 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:

- a) Corrosion services to be provided through design and construction.

- b) Document Review. Review of basis of design plans and specifications for the Project pipeline and associated appurtenances.
 - c) Soil Resistivity Testing and Field Investigation. Measure soil resistivity using the Wenner 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.
 - d) Soil Analysis & Letter Report. Review the soil sample reports. The report is expected to include as- received and saturated resistivities and chemical analysis of chlorides, sulfates, pH and bicarbonates of the soil. Prepare a letter report with the results of the soil resistivity testing, chemical analysis and recommendations for corrosion control.
 - e) Coatings Review. Review coatings options and provide recommendations to be incorporated into the BDR.
- 3.6 Document Review. Review documents prepared by others, including Caltrans geotechnical data, MTS plans if applicable, planning report, various City Record Drawings and design standards, and any other entities specified in the reports.

4. TASK 4: PERMITTING (Scope and Fee Included in appropriate task)

- 4.1 This task involves obtaining permits from various agencies (such as 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, and A California Department of Fish & Wildlife (CDFW) – 1602 Streambed Alteration Agreement) and written permission to work in easements involved with the construction of the pipeline. See reports.
- 4.2 The Design Professional shall provide all materials necessary for permit submittal packages, arrange all meetings, and coordinate all correspondence necessary for obtaining the permits and permissions. The Design Professional shall maintain an Agency Permit and private property easement permission 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.

5. TASK 5: BASIS OF DESIGN REPORT (BDR)

5.1 General: The Pre-Design Report 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 and in environmentally sensitive areas.

5.2 BDR DELIVERABLES

5.2.1. Draft BDR with alternative evaluation matrix

5.2.2. Basis of Cost Opinion

5.2.3. Basis of Design Calculations

5.2.4. Recommended Alternatives

5.2.5. Final BDR

6. TASK 6: 30% DESIGN SUBMITTAL

General: All design submittals shall be in accordance with City of San Diego Engineering Documents & References located at: <https://www.sandiego.gov/ecp/edocref>. They shall also be in accordance with the current Greenbook, California MUTCD. If a standard change prior to Final Design, 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. A link to the list of Reference Standards has been provided at the beginning of this exhibit. The Design Professional shall prepare construction cost estimates in excel file following the same format as the City's latest Master Bid List. Detailed construction cost estimates shall be prepared and submitted with the 30%, 60%, 100%, and Final Design submittals.

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, Failure to meet all submittal requirements shall result in rejection of submittal by the City.

30% DESIGN DELIVERABLES (Anticipated 34 sheets)

6.1 30% design drawings 1 set (Full Sized Plans). Includes Environmental Public Projects Assessment package first submittal to County) for 30 Percent Design Drawings are anticipated. PDFs of all Design Drawings and Microstation files will also be required. The following sheets are anticipated for 30% Design:

- a) Title Sheet and Sheet Index (1 sheet)
- b) Key Map (1 sheet)
- c) Notes and Legends (1 sheet)
- d) Demolition and Easement Plan (4 sheets). Show location of proposed easements. Show minimal demolition information.
- e) Plan and profile sheets (9 sheets). Show existing conditions, pipeline in plan view and Station the pipeline.
- f) Plan and profile sheet (1 sheet). Provide enlarged view of maintenance access roads and entry locations in easements. Show in plan view with street cross sections.
- g) Trenchless Crossing Plan and Profile (1 sheet)
- h) Details (2 sheets). Show steel pipe details (joints, collar plates, etc.)
- i) Details (3 sheets). Show Connection details. Show valves with bypasses.
- j) Details (2 sheets). Show miscellaneous information.
- k) Details (7 sheets). Show proposed pedestrian and curb ramps.
- l) Street resurfacing (3 sheets)
- m) Landscape Plans (1 sheet)

6.2 Outline Specifications

6.3 Basis of Construction Estimate

6.4 Completed Design Technical Studies.

- a) Geotechnical Report
- b) Soil Corrosivity and Corrosion Risk Analysis
- c) Complete Biological / Survey Report (Design Professional may be required to prepare full Biological Technical Report if there are impacts to biological resources)
- d) Archaeological Records Search.
- e) Water Quality Study (including drainage study) or Water Quality Technical report if needed (assumed not required) Assumed DS-510 and DS-560 forms will be required

6.5 Private Easement Acquisition Package

- a) Deeds / Title Reports
- b) Legal Descriptions
- c) As-builts

- d) Assessor's Plats (labeled with Assessor Number, Address, and Property Owner's Name)

6.6 California Department of Public Health review. Submit plans to CDPH for Basis of review.

7. TASK 7: SIXTY PERCENT (60%) DESIGN SUBMITTAL

General: All design submittals shall be in accordance with City of San Diego Engineering Documents & References located at: <https://www.sandiego.gov/ecp/edocref>. They shall also be in accordance with the current Greenbook, California MUTCD. If a standard change prior to Final Design, 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. A link to a list of Reference Standards has been provided at the beginning of this exhibit. The Design Professional shall prepare construction cost estimates in excel file following the same format as the City's latest Master Bid List. Detailed construction cost estimates shall be prepared and submitted with the 30%, 60%, 100%, and Final Design submittals.

Design Professional shall incorporate agreed-upon City comments from the 30% Submittal review. Design Professional shall provide written responses to the City's 30% Design review comments on form provided by the City. Design Professional's submittal for 60% design does not constitute City's acceptance and approval of 60% design stage. City will review and approve submittal prior to the project being considered and acknowledge as 60% Design.

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.

60% DESIGN DELIVERABLES (Anticipated 63 sheets)

7.1 60% Design Drawings: 4 sets (Full Sized Plans Excluding Traffic Control) and , 1 set (Full Sized Traffic Plans) for 60% Design Drawings are anticipated. PDFs of all Design Drawings and Microstation files will also be required. The following sheets are anticipated:

- a) Title Sheet and Sheet Index (1 sheet)
- b) Key Map (1 sheet)

- c) Notes and Legends (1 sheet)
- d) Demolition, Abandonment, and Easement Plan (4 sheets). Show proposed easements or easement abandonments. Show limits of demolition and abandonment along alignment.
- e) Plan and profile sheets (9 sheets). Show the pipeline and appurtenances in plan and profile view. Label crossings or trenchless technology. Show stationing in plan view. Do not station items in profile until 90% submittal.
- f) Plan and profile sheet. Enlarged view of maintenance access road and easement entry points. Show plan view with street cross section. Show Basis of vertical alignment.
- g) Tunneling sheets (2 sheets). Show locations of pits with pit sizes. Provide cross section of tunnel. Show profile of pipeline
- h) Details (2 sheets). Show steel pipe details (Joints, collar plates, etc.)
- i) Details (3 sheets). Show connection details. Show valves with bypasses. Provide details of each valve and connection.
- j) Details (2 sheets). Show miscellaneous information.
- k) Details (7 sheets). Show proposed Curb and Pedestrian ramps. Provide map showing curb ramp locations adjacent to construction limits. Provide enlarged view of details for each ramp with new ramp type and modifications as required per City's ADA staff.
- l) Street resurfacing (3 sheets). Show limits of pavement repairs.
- m) Survey Monument Steets (2 sheets)
- n) Striping Plans (2 sheets)
- o) Work by City Forces/Phasing Plans (2 sheets)
- p) Landscape Plans (includes mitigation plans) (8 sheets)
- q) Corrosion Plans (7 sheets)
- r) Engineered Traffic Control Plans (5 sheets). Provide separate cover sheet and title blocks per CADD standards.

7.2 60% technical specifications submittal in Word adopting uniform format and section structure that conforms to and integrates with the latest Greenbook and Whitebook specifications.

7.3 Basis of Construction Engineer's Estimate and Engineer's Construction Cost Estimate in Master Bid List format.

- 7.4 (7 sets) Site Development Permit Package. Anticipated technical studies include Geotechnical Study, DS-510 and DS-560 forms, Biology Survey and Archaeological Records Search. Design Professional shall assume two (2) re-submittals.
- 7.5 Determination of Paleo Monitoring Requirements. Completion of Paleontological Soil Disturbance Calculator. If the project is determined to trigger paleontological monitoring after calculations, the Design plan sheets shall include language stating the paleontological monitoring requirement and provide tables on the specific sheets where paleontological monitoring is required.
- 7.6 Various Permit Submittal Packages:
- a) CalTrans Encroachment Permit
 - b) Written permissions from property owners coordinated with County to work in private property easements

Note: Professional Services to be performed under Funding Phase 2 include the following:

8. TASK 8: ONE HUNDRED PERCENT (100%) DESIGN SUBMITTAL

General: All design submittals shall be in accordance with City of San Diego Engineering Documents & References located at: <https://www.sandiego.gov/ecp/edocref>. They shall also be in accordance with the current Greenbook, California MUTCD. If a standard change prior to Final Design, 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. A link to a list of Reference Standards has been provided at the beginning of this exhibit. The Design Professional shall prepare construction cost estimates in excel file following the same format as the City's latest Master Bid List. Detailed construction cost estimates shall be prepared and submitted with the 30%, 60%, 100%, and Final Design submittals.

The 100% Design is essentially fully complete in details, notes, and all aspects are considered at 100% Design. The 100% Design will 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. Design Professional's submittal for 100% design does not constitute City's acceptance and

approval of 100% design stage. City will review and approve submittal prior to the project being considered and acknowledge as 100% Design. The City will make final comments of the 100% Design submittal to be incorporated in the Final Design. Failure to meet all submittal requirements shall result in rejection of submittal by the City.

Technical specifications at 100% level along with the 100% Design drawings shall be prepared and submitted by the Design Professional. Incorporated comments and modifications shall be tracked. Specifications shall be cohesive to the project Construction Cost Estimate (in City's Master Bid List format).

100% DESIGN DELIVERABLES (Anticipated 63 sheets)

- 8.1** 5 sets (Full Sized Plans Excluding Traffic Control) and 1 set (Full Sized Traffic Plans) for 100% Design Drawings are anticipated. PDFs of all Design Drawings and Microstation files will also be required. NOTE: The same construction sheets consultants provided in the 60% submittal will be re-submitted with full design information necessary for a final submittal.
- 8.2** 100% technical specifications submittal in Word adopting uniform format and section structure that conforms to and integrates with the latest Greenbook and Whitebook specifications. Incorporated comments and modifications shall be tracked. Specifications shall be cohesive to the project Construction Cost Estimate (in City's Master Bid List format).
- 8.3** Engineer's Construction Cost Estimate in Master Bid List format.
- 8.4** Written responses to the City's 60% Design review comments.
- 8.5** Encroachment Permit and Easement Permissions Package. Acquisition of all permits and easement permissions.
- 8.6** A suggested construction sequence of work incorporating permit constraints, easement permissions, moratoriums, Project coordination issues, suggested contractor laydown locations, and phasing requirements within the allotted working days of the contract.

9. TASK 9: FINAL DESIGN SUBMITTAL

General: All design submittals shall be in accordance with City of San Diego Engineering Documents & References located at: <https://www.sandiego.gov/ecp/edocref>. They shall also be in accordance with the current Greenbook, California MUTCD. If a standard change prior to Final Design, 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. A link to a list of Reference Standards has been provided at the beginning of this exhibit. The Design Professional shall prepare construction cost estimates in excel file following the same format as the City's latest Master Bid List. Detailed construction cost estimates shall be prepared and submitted with the 30%, 60%, 100%, and Final Design submittals.

FINAL DESIGN DELIVERABLES (Anticipated 63 sheets) NOTE: The same construction sheets shown in the 100% submittal will be provided with full design information necessary for a final submittal.

- 9.1 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.
- 9.2 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 City requirements.
- 9.3 Final design specifications shall be provided in Microsoft Word files to be submitted for contract processing and review. The submitted project-specific specifications and any other documents to be incorporated shall be reviewed and then (if approved) initially incorporated into City Contract Templates. The combined Contract Document draft will be finalized and confirmed by Design Professional until City deems fit for project advertisement and bid.
- 9.4 A Final Construction Estimate in Master Bid List format.
- 9.5 Written responses to the City's 100% Design review comments.

10. TASK 10: PUBLIC RELATIONS. The Project will require coordination with the community, private property owners, and business groups. 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 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 staff prior to sending formal responses. The PIO will be responsible for handling all Project-related inquiries and will coordinate with the City as needed to provide the most accurate response. The PIO shall prepare City 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 abreast of community concerns.

- 10.1 Outreach Development:** An outreach kick-off meeting will be held to ensure a common understanding of outreach needs and goals. The Design Professional shall then work with City staff and the PIO to develop a draft key stakeholders list for City review and approval.
- 10.2 Community Outreach Plan:** A Community Outreach Plan shall begin 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 (assume 5): 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. The Design Professional will be responsible for all presentation collateral including fact sheets and displays.
- 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 (assume 5 meetings): Public Presentations shall be made to close the loop with the stakeholders and show how their concerns were incorporated into the final design. The public presentations shall also be a final opportunity for the public to voice any issues or concerns. The PIO will be responsible for all presentation collateral including fact sheets and displays.
- 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.

10.9 Services to be provided through the start of construction.

11. TASK 11: BID AND AWARD

11.1 The Design Professional shall provide technical support to the City during the bidding and award phase of the construction packages identified in Design, Scope of Services for the design, bid, and construction of the Project.

11.2 The Design Professional shall attend any Pre-bid Meetings and pre-bid site visits and shall respond to design-related technical questions from potential bidders and suppliers on the Contract Documents.

11.3 Questions (assume 15) 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.

11.4 Prepare necessary addenda to contract documents and revise the drawings as necessary for the addenda (assume 4). 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. TASK 12: CONSTRUCTION

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

12.1.1. CONSTRUCTION MEETINGS

- a) 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.
- b) Pre-Construction Meeting: The Design Professional's Project Manager shall attend and participate in the pre-construction conference including a Project site visit.

- c) 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 each month).

12.1.2. CONTRACTOR SUBMITTALS REVIEW:

- a) The Design Professional shall review the Contractor's submittals (assume 20) 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.
- b) 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.

12.1.3. 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 (assume 40 RFI/RFCs).

12.1.4. CHANGE ORDER PREPARATION ASSISTANCE: The Design Professional may be required to assist the Construction Manager in preparing, reviewing, and recommending resolutions to some of the complex proposed construction change orders (assume 5).

12.1.5. 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 standards for As-built Mylar Drawings.

13. TASK 13: TRAFFIC. Provide traffic control plans and striping plans for locations identified in the reports. Tasks may include:

13.1 Assemble existing traffic volume data for the pipeline routes.

- 13.2 Meet with the City of San Diego and/or Caltrans to discuss Traffic Control requirements.
- 13.3 Prepare Traffic Control Plans for the agreed-upon pipeline alignment. A total of twenty-five (25) Traffic Control Plan Sheets are proposed including title sheet, detail sheet and notes.
- 13.4 Prepare Cost Estimates and Special Provisions for Traffic Control and Traffic Improvements.
- 13.5 Services to be provided through design phase and shut down phasing of construction.

- 14. **TUNNELING.** Analysis of soil conditions and trenchless methods will be selected to help determine a final alignment and tunneling method. You shall provide plans and specifications for the trenchless crossing. Perform tunnel analysis and design to support the BODR, 30, 60, 100 percent and final design deliverables.
 - 14.1 Services to be provided throughout design and construction.

- 15. **CORROSION.** Design a cathodic protection system for the piping and associated appurtenances. Review 30% submittal and submit Cathodic Protection specification and drawings page numbers and titles. Prepare 60% cathodic protection drawings and technical specifications. Drawings will be prepared in Microstation format. Incorporate client / owner comments and provide a draft 100% submittal followed by the final 100% drawings and specifications submittal. Prepare an opinion of probable cost for the construction of the cathodic protection system.
 - 15.1 Services to be provided throughout design and construction.

- 16. **LANDSCAPE:** Planting, irrigation and re-vegetation plans will be prepared for the portion of pipeline in open space and private property easements. Landscape design will be in accordance with the tasks below:
 - 16.1 Landscape Architecture Scope of Work: Prepare planting, irrigation, and re-vegetation Contract Documents, private property easements, and will include re-vegetation of the pipeline construction and maintenance road installation. Re-vegetation shall be per City of San Diego requirements.
Contract Documents:
 - a) Irrigation plans, notes, details and cost estimate (4 sheets at 20' scale)

- b) Planting plans, notes, details, re-vegetation and cost estimate (4 sheets at 20' scale)
 - c) Specifications
- 16.1.2.** BODR Support: Development of the Basis of Design Report (BDR) narrative of describing landscape and restoration design approach.
- 16.1.3.** 30% Design Drawings and Specification: Prepare landscape plans and specification outline in accordance with Task 6.
- 16.1.4.** 60% Design Drawings and Specification: Prepare landscape plans and specification outline in accordance with Task 7.
- 16.1.5.** 100% Design Drawings and Specification: Prepare landscape plans and specification outline in accordance with Task 8.
- 16.1.6.** Final Design Drawings and Specification: Prepare landscape plans and specification outline in accordance with Task 9.
- 16.2** Construction Support Services: Five (5) site visits
- 17. LAND SURVEYOR:** All preliminary, design, and construction survey (including staking), per Business and Professions code 8729 (A2) and Council policy 300.07 required for the Project shall be provided. Submittals shall be in accordance with the latest City CADD standards. Services to be provided throughout design and construction
- 17.1** Topographic Mapping and Field Surveying
- a) Set Project Control based on Record of Survey 14492 (NAD 83 feet) for horizontal control, and existing City of San Diego benchmarks (NGVD 29 datum) within the project limits.
 - b) Set aerial control targets.
 - c) Locate existing survey monuments within the project limits for monument preservation and additional monuments needed to determine the right of way.
 - d) Locate existing surface utilities within project limits and the next sewer and/or storm drain manholes just outside the limits. Dip all sewer and storm drain manholes.
 - e) Supplemental design surveys for up to (21) curb returns, for specially designed curb ramps.
 - f) Staked and survey pothole patch. (Assume 40 potholes)

17.2 Topographic Mapping Deliverable

- a) Compile existing planimetrics and topography by photogrammetric methods upon and within an area approximately 100' past the subject property lines. The aerial will be prepared at a scale of 1" = 40' using City Microstation CADD Standards.
- b) Perform public records research to collect available survey monumentation records to accurately establish supplemental right of way and property lines. Rights of way and easements will be located from available mapping & documents provided by City Field Surveys section.
- c) Processes field data and prepare a base CAD file conforming to City CADD standards

17.3 Legal Descriptions and Plat Maps

Prepare plats and legal descriptions for processing with the City of San Diego's Department of Real Estate and Airport Management (DREAM) by the Engineering and Capital Projects Department. Assume four (4) new water easements and two (2) temporary construction areas where required. Draft plats and legal descriptions will be submitted with the 60% submittal package. Obtain up to 6 title reports.

18. ADDITIONAL SERVICES

An allowance for unforeseen conditions may include but not limited to the following:

- 18.1** Potholing: Ground Penetrating Radar (GPR) 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. Assume 30 potholes along the alignment. The Design Professional shall obtain all necessary encroachment permits and private property easement access permissions for subsurface investigations.
- 18.2** Community Meetings: Design Professional's participation in an estimated additional 4 community group meetings with foam boards, graphics and other supporting materials.
- 18.3** Environmental Public Projects Assessment (PPA) Package. If the alignment avoids wetlands/wetland vegetation, Environmental Design Professional will assist the project team to prepare the Environmental Public Projects

Assessment package for submittal to DSD. There will be two (2) re-submittals of the Environmental Assessment package. This PPA task will not be needed in the event that the alignment still impacts wetlands/wetland vegetation and the Site Development Permit would still be required (covered under 7.4 of the base agreement).

18.4 SRF CEQA Plus Support:

- a) Environmental Consultant 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 will be 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 (SWRCB). As detailed in the SWRCB website link below,

https://www.waterboards.ca.gov/water_issues/programs/grants_loan/srf/docs/forms/application_environmental_package.pdf

the Environmental package shall 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, CalEEMod Report or other air quality models/studies, Alternative Analysis, Coastal Zone Management Act, Environmental Justice, Floodplain Management, and etc.)

- b) Environmental Consultant will use existing documentation prepared for the Project (CEQA document, biological resources study and archaeological resources report) to complete the Environmental Application Checklist.
- c) Environmental Consultant will prepare one draft Environmental Package for review. 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.

18.5 IB-511 Permit Services: If after submitting support data package for IB-511 process (Section 3.5.1, subsection c) it is determined that a full IB-511 permit is required, consultant shall provide archaeological and/or biological

monitoring as required to obtain the IB-511 Permit.
<https://www.sandiego.gov/sites/default/files/dsdib511.pdf>

- a) Archaeology. The qualified PI Archaeologist will prepare an Updated Historical Resources Survey Letter report in conformance with the IB-511 requirements to assist Geotechnical Consultant and City staff. Prepare a testing plan map which includes all proposed access paths, sampling locations, a vegetation layer, and identify the different methods of sampling (i.e. drilling rig, hand auger, etc.). Include the Archaeologist's qualifications in the appendix. Monitoring during geotech activities may be required to also include a Native American monitor.
- b) Biology. The qualified biologist will prepare an Updated Biological Letter Report in conformance with the IB-511 requirements to assist Geotechnical Consultant and City staff. Prepare a testing plan map which includes all proposed access paths, sampling locations, a vegetation layer, and identify the different methods of sampling (i.e. drilling rig, hand auger, etc.). Include the Biologist's qualifications in the appendix. Monitoring during geotech activities may be required.

18.6 Additional Biological Services: If authorized, the following optional tasks may be required:

- a) Coastal California Gnatcatcher Surveys:
 - i. 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.
 - ii. 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.

- b) Least Bell's Vireo Surveys:
 - i. 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.
 - ii. 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.
 - iii. 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.
- c) Quino Checkerspot Butterfly Surveys:
 - i. 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.
 - ii. 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.

- d) Light-footed Ridgway's Rail Surveys:
 - i. 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.
 - ii. 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.
- e) Nesting Bird Survey:
 - i. 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.

18.7 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 should 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. Environmental Permit Application Fees:

Fees will be required to be paid to third parties to submit various environmental permit applications required for the project. Anticipated 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.

- 18.8** Bid Phase:
 - 18.8.1.** Estimated additional 15 RFI
 - 18.8.2.** Estimated an additional 4 addenda
- 18.9** Construction Phase:
 - 18.9.1.** Estimated 40 additional RFI's
 - 18.9.2.** Estimated 20 shop drawings and substitution requests.
 - 18.9.3.** Estimated 5 change order requests.
 - 18.9.4.** Estimated 12 meetings during construction
- 18.10** Additional Curb Ramp Details: Prepare up to fourteen (14) additional curb ramp detail plans (5' scale). Includes Deviation from Standard Form for the additional curb ramp details.
- 18.11** Additional Traffic Control Plans: Prepare up to twenty-one (21) additional traffic control plans (40' scale) as determined by the City.
- 18.12** Traffic Signal Modification Plants: Prepare one (1) traffic signal modification plan (20' scale). The traffic signal design will depict features such as pole type and placement, conduit and pull box layout, conductor information, controller information, utility service connection point(s), striping modifications for the new curb ramp placement, and other relevant information needed to depict the design.
- 18.13** Perform Construction Staking
- 18.14** CWDS Test Pitting: Performing supplemental field data collection to evaluate the selected pipeline alignment for wastes or other contamination, which may

be conducted concurrently with the geotechnical evaluation. Data collection would likely consist of excavating up to two exploratory test pits in the area of the waste perimeter in the pipeline alignment area and documenting the presence or absence of wastes. The supplemental field data collection may require submittal of a work plan and approval by the LEA, Water Board, and APCD. A brief technical memorandum will be prepared for regulatory agency review and approval

18.15 Geotechnical Services – Additional Subsurface Exploration in Caltrans Right-of-Way: Additional exploratory borings may be required by Caltrans within the Caltrans right-of-way, we are proposing the following additional services should Caltrans require this work:

- a) Obtaining a temporary right-of-way permit with Caltrans.
- b) Performing a geologic reconnaissance of the site and mark-out of the proposed boring locations by professionals from our office. Underground Service Alert (USA) will be contacted for utility clearance at the boring locations.
- c) Providing traffic control during field activities.
- d) Drilling, logging, and sampling three (3) exploratory borings using a truck-mounted drill rig equipped with sonic technology. The borings will be performed within the eastbound shoulder, westbound shoulder, and median of SR-94. The borings will be logged and sampled by Ninyo & Moore personnel. Soil samples will be secured at selected intervals within the boring and will be transported to in-house geotechnical laboratory for analysis.
- e) Collecting and storing the excess soil cuttings generated from drilling activities in drums. Drums will be placed in a temporary staging area coordinated by the client prior to disposal while environmental characterization is being performed. Once characterization is complete, the drums and contents will be disposed of by Ninyo & Moore.
- f) The asphalt at the sonic borings will be repaired with black-dyed concrete.
- g) Performing geotechnical laboratory testing of selected samples to evaluate appropriate design parameters. This testing is anticipated to include in-place moisture content, sieve analysis (gradation), expansion

index, Atterberg limits, and corrosivity. Additional laboratory tests may be performed if appropriate.

- h) Performing data compilation and engineering analysis of the information obtained from the background review, subsurface evaluation, and laboratory testing.
- i) Incorporating the results of our subsurface evaluation and laboratory testing in the geotechnical report for the tunneling portion of the project.

END OF SCOPE OF SERVICES

Compensation and Fee Schedule

Project Phase Funding Costs — Consultant Services for Otay 2nd Pipeline Phase 5						
Funding Phases	Task #	Task Description	Fixed Amount	Not to Exceed Amount for Scope of Services	Not to Exceed for Additional Services \$	Total Not to Exceed Amount \$
Phase 1	1	Project Management	\$303,980	\$1,582,805	\$591,632	\$2,174,437
	2	Meetings	\$93,655			
	3	Field Investigations	\$723,130			
	4	Permitting (Budget in Task 3.5.3)	\$0			
	5	Basis of Design Report	\$157,100			
	6	30% Design Submittal	\$113,760			
	7	60% Design Submittal	\$191,180			
	18	Additional Services	\$591,632			
Phase 2	8	100% Design Submittal	\$150,380	\$908,149	\$164,636	\$1,072,785
	9	Final Design Submittal	\$83,320			
	10	Public Relations	\$85,490			
	11	Bid and Award	\$29,960			
	12	Construction	\$126,840			
	13	Traffic	\$68,480			
	14	Tunneling	\$91,120			
	15	Corrosion Control	\$33,610			
	16	Landscape Architecture	\$35,000			
	17	Land Surveyor	\$203,949			
18	Additional Services	\$164,636				
Total				\$2,490,954	\$756,268	\$3,247,222

Compensation and Fee Schedule
City of San Diego
Otay 2nd Pipeline Phase 5 Fee Estimate

Exhibit B

Hazen	Principal QC	Project	Senior	Project	Tunneling	Cost	Assistant	Assistant	Senior	Drafter	Graphics	Hazen		RICK	Ninyo & Moore	CRA	Ross	Studio West	VSC	Helix	Rocks	Yeager	USI Potholing	Subs	GrandTotal			
	Manager	Manager	Engineer	Engineer	Specialist	Estimator	Engineer II	Engineer I	Designer			Labor Hours	Labor Cost	ODC's	Subtotal									Subtotal				
	\$330	\$330	\$300	\$275	\$275	\$255	\$155	\$125	\$250	\$140	\$155																	
Task 1: Project Management																												
1.1 Management Support (78 mo @ 8 hrs/mo)		200		200			224					624	\$155,720		\$155,720												\$155,720	
1.2 Attend Meetings (Budget included in Task 2)												0	\$0		\$0												\$0	
1.3 Project Scheduling and Budget Controls (78 mo @ 2 hrs/mo)		56		56				42				154	\$39,550		\$39,550												\$39,550	
1.4 Maintain Project Schedule (36 mo @ 2hrs/mo)		16		20				36				72	\$15,640		\$15,640												\$15,640	
1.5 Task Schedules (36 mo @ 2 hrs/mo)		16		20				36				72	\$15,640		\$15,640												\$15,640	
1.6 Monthly Progress Report (78 mo @ 1.5 hrs/mo)		40		78				48				118	\$34,650		\$34,650												\$34,650	
1.7 Coordination (42 mo @ 4 hrs/mo)		60		60				48				168	\$42,780		\$42,780												\$42,780	
TASK 1 - SUBTOTAL	0	388	0	434	0	0	224	162	0	0	0	1208	\$303,980	\$	\$303,980	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$303,980	
Task 2: Meetings																												
2.1 Meeting Agendas and Minutes (Fee in Task 2.2)												0	\$0		\$0												\$0	
2.2 Meetings		2		4			4					12	\$2,930		\$2,930												\$2,930	
2.1.1 Kick-Off Meeting (1 meeting)		16		8			40					64	\$13,680	\$ 500	\$14,180	\$ 3,500		\$ 2,500									\$20,180	
2.1.2 Monthly Progress Meetings (16 mtgs @ 4 hrs/mtg)		5		10			20					25	\$5,950	\$ 250	\$6,200	\$ 2,500											\$8,700	
2.1.3 Submittal Meetings (5 mtgs @ 4 hrs/mtg)		10		10			20					40	\$9,150	\$ 250	\$9,400	\$ 2,500											\$11,900	
2.1.4 Operations Meetings (5 mtgs @ 8 hrs/mtg)		5		5			5					5	\$1,650	\$ 250	\$1,900		\$ 6,600										\$8,500	
2.1.5 Traffic Control Meetings (5 mtgs @ 4 hrs/mtg)		10		10			10					10	\$3,300	\$ 250	\$3,550		\$ 6,600										\$10,150	
2.1.6 ADA Meetings (5 mtgs @ 4hrs/mtg)		3		3			6					12	\$2,745	\$ 250	\$2,995	\$ 1,000											\$3,995	
2.1.7 QA/QC Meeting (3 mtgs @ 4 hrs/mtg)		20		20			40					80	\$18,300	\$ 500	\$18,800	\$ 5,000											\$23,300	
TASK 2 - SUBTOTAL	0	46	0	110	48	0	108	88	16	88	32	556	\$114,530	\$ 5,000	\$119,530	\$ 32,100	\$ 281,200	\$ 5,000	\$ 2,500	\$ 2,500	\$	\$ 138,500	\$ 81,800	\$ 10,000	\$ 50,000	\$	\$634,630	
Task 3: Field Investigations																												
3.1 Survey Services (Fee in Task 17)							40					72	\$15,200		\$15,200	\$ 4,000											\$19,200	
3.2 As-Built Research, and log data			8	24			40					72	\$15,200		\$15,200	\$ 4,000											\$19,200	
3.3 Utility Data, plot and create base sheets				8			16		4		8	36	\$6,480		\$6,480	\$ 14,000											\$20,480	
3.4 Site Verification (30 visits @ 4hrs ea.)		8	12	12			20					52	\$12,640	\$ 5,000	\$17,640	\$ 10,600		\$ 5,000	\$ 2,500	\$ 2,500							\$38,240	
3.5 Coordinate Subconsultants												0	\$0		\$0												\$0	
3.5.1 Geotechnical Investigation - S11 Package		2		4	4		24				32	69	\$11,060		\$11,060												\$11,060	
3.5.1.a Geotechnical Investigation (Open Cut)		2		4	12		20		2	24	64	\$11,620		\$11,620		\$ 116,800											\$128,420	
3.5.1.b Geotechnical Investigation (Trenchless)		2		4	24		4		2	4	40	\$9,960		\$9,960	\$ 110,400												\$120,360	
3.5.2 Potholing (40 Potholes)		2		4			8		8	40	62	\$10,440		\$10,440													\$50,000	
3.5.3 Environmental Permitting Services		24		40			40				104	\$25,120		\$25,120	\$ 54,000		\$ 138,500	\$ 81,800									\$274,320	
3.5.4 Corrosion Services		2		2			8			12	24	\$4,130		\$4,130													\$14,130	
3.5.5 Document Review		4		8			16				32	\$7,860		\$7,860	\$ 3,500												\$11,360	
TASK 3 - SUBTOTAL	0	46	20	110	48	0	108	88	16	88	32	556	\$114,530	\$ 5,000	\$119,530	\$ 32,100	\$ 281,200	\$ 5,000	\$ 2,500	\$ 2,500	\$	\$ 138,500	\$ 81,800	\$ 10,000	\$ 50,000	\$	\$634,630	
Task 4: Permitting (Budget in Task 3.5.3)																												
4.1 Permitting												0	\$0		\$0												\$0	
4.2 Permit Packages and Log												0	\$0		\$0												\$0	
TASK 4 - SUBTOTAL	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$	\$0	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$0	
Task 5: Basis of Design Report																												
5.1 Alignment Evaluation												0	\$0		\$0												\$1,500	
5.2 BODR Deliverables												0	\$0		\$0												\$9,500	
5.2.1 Draft BODR with Alternatives Matrix		8	20	35	64		100				40	60	\$67,740		\$67,740	\$ 12,000		\$ 9,500										\$79,740
5.2.2 Basis of Cost Opinion		2	2	2	8		24					46	\$11,320		\$11,320				\$ 1,000								\$12,320	
5.2.3 Basis of Design Calculations		2	2	2	8		24					46	\$10,060		\$10,060				\$ 800								\$10,860	
5.2.4 Recommended Alternative		4	4	4	8		24					40	\$8,440		\$8,440				\$ 1,200								\$9,640	
5.2.5 Final BODR		4	4	16	24		24			12	12	96	\$21,300		\$21,300				\$ 1,200								\$22,500	
5.3 ADA Deviation from Standards Memo		4	4	8	8		12					12	\$3,520		\$3,520				\$ 7,500								\$11,020	
TASK 5 - SUBTOTAL	16	34	65	124	0	24	172	8	0	52	72	567	\$122,400	\$	\$122,400	\$ 12,000	\$ 9,500	\$ 13,200	\$ 7,500	\$	\$	\$	\$	\$	\$	\$	\$157,100	
Task 6: 30% Design Submittal																												
6.1 30% Design Drawings		8	2	4	8		12			4	16	54	\$11,800		\$11,800	\$ 28,000		\$ 12,000	\$ 26,000								\$66,000	
6.2 Specification Outline		2		2	4		4					12	\$2,980		\$2,980				\$ 1,000								\$3,980	
6.3 Basis of Construction Estimate		4	2	4	8		12					46	\$11,380		\$11,380				\$ 1,500								\$12,880	
6.4 Technical Studies		4	4	4	8		12				16	72	\$13,760		\$13,760												\$13,760	
6.5 Private Easement Packages (Fee in Task 17)												0	\$0		\$0												\$0	
6.6 CDPH Plan Review		2		2	4		8					26	\$5,340		\$5,340												\$5,340	
TASK 6 - SUBTOTAL	18	10	6	32	0	32	76	0	4	32	0	210	\$45,260	\$	\$45,260	\$ 28,000	\$	\$ 14,500	\$ 26,000	\$	\$	\$	\$	\$	\$	\$	\$68,500	
Task 7: 60% Design Submittal																												
7.1 60% Design Drawings		24	2	4	24		40			4	4	102	\$24,140		\$24,140	\$ 31,000		\$ 22,000	\$ 45,000								\$98,000	
7.2 Technical Specification		8	4	8	12		16					48	\$12,140		\$12,140				\$ 3,000								\$15,140	
7.3 Basis of Construction Estimate		4	2	4	8		12					54	\$13,360		\$13,360				\$ 2,000								\$15,360	
7.4 Site Development Permit Package		8	4	8	12		16																					

Compensation and Fee Schedule
City of San Diego
Otay 2nd Pipeline Phase 5 Fee Estimate

Hazen	Principal/ QC Manager	Project Manager	Senior Engineer	Project Engineer	Tunneling Specialist	Cost Estimator	Assistant Engineer II	Assistant Engineer I	Senior Designer	Drafter	Graphics	Hazen		RICK	Ninyo & Moore	CRA	Ross	Studio West	VSC	Helix	Rocks	Yeager	USI Potholing	Subs Subtotal	Grand Total		
	\$330	\$330	\$300	\$275	\$275	\$255	\$155	\$135	\$250	\$140	\$155	Labor Hours	Labor Cost	ODC's	Subtotal												
Task 11: Bid and Award																											
11.1 Technical Support During Bidding		4	4		8							16	\$4,720		\$4,720		\$1,000						\$1,500		\$2,500	\$7,220	
11.2 Pre-Bid Meeting/Site Visit		4		4	4							12	\$3,520		\$3,520											\$3,520	
11.3 Question During Bidding (15 Questions @ 2 hrs ea.)		6	8	8	8							30	\$8,780		\$8,780		\$1,000								\$1,000	\$9,780	
11.4 Addenda and Document Revisions (4 Addenda @ 8 hrs ea.)		8	8	8	8							32	\$9,440		\$9,440											\$9,440	
TASK 11 - SUBTOTAL	0	22	20	20	28	0	0	0	0	0	0	90	\$26,460		\$26,460		\$2,000						\$1,500		\$3,500	\$29,960	
Task 12: Construction																											
12.1 Construction Meetings (62 2 hour meetings)		20		20	24							124	\$28,000	\$2,500	\$30,500		\$500		\$1,000				\$2,000		\$3,500	\$34,000	
12.2 Contractor Submittals Review (20) /Substitution Requests		8		32								116	\$23,220		\$23,220		\$2,500		\$2,000				\$2,000		\$6,500	\$29,720	
12.3 Requests for Information/Clarification (40)		8	16	20								100	\$21,620		\$21,620		\$2,500		\$1,500				\$2,000		\$6,000	\$27,620	
12.4 Change Order Preparation Assistance (5)		4		16		32	16					68	\$16,360		\$16,360											\$16,360	
12.5 As-Built Drawings (25 drawings)				4				16	6	32		58	\$9,240		\$9,240	\$7,000	\$1,500					\$1,400		\$9,900	\$19,140		
TASK 12 - SUBTOTAL	0	40	16	92	24	32	208	16	6	32	0	466	\$98,440	\$2,500	\$100,940	\$7,000	\$7,000		\$4,500			\$7,400		\$25,900	\$126,840		
Task 13: Traffic																											
13.1 Assemble Traffic Volume Data				2								2	\$550		\$550		\$500								\$500	\$1,050	
13.2 Meet with City/Caltrans		2		4								6	\$1,760		\$1,760		\$4,000								\$4,000	\$5,760	
13.2.1 Caltrans Deliverables		2		4			2					8	\$2,070		\$2,070		\$6,500								\$6,500	\$8,570	
13.3 Prepare Traffic Control Plans (4)												0	\$0		\$0		\$-								\$-	\$0	
13.3.1 Prepare Traffic Control Plans (60% Design Submittal)				4								4	\$1,100		\$1,100		\$21,000								\$21,000	\$22,100	
13.3.2 Prepare Traffic Control Plans (100% Design Submittal)				4								4	\$1,100		\$1,100		\$8,700								\$8,700	\$9,800	
13.3.3 Prepare Traffic Control Plans (Final Design Submittal)				4								4	\$1,100		\$1,100		\$6,100								\$6,100	\$7,200	
13.4 Cost Estimates and Special Provisions												0	\$0		\$0		\$-								\$-	\$0	
13.4.1 Cost Estimates and Special Provisions (60% Design Submittal)				2			2					4	\$860		\$860		\$2,600								\$2,600	\$3,460	
13.4.2 Cost Estimates and Special Provisions (100% Design Submittal)				2			2					4	\$860		\$860		\$2,600								\$2,600	\$3,460	
13.4.3 Cost Estimates and Special Provisions (Final Design Submittal)				2			2					4	\$860		\$860		\$2,000								\$2,000	\$2,860	
13.5 As-Built Drawings (N/A)												0	\$0		\$0		\$-								\$-	\$0	
13.6 Responses to Comments												0	\$0		\$0		\$-									\$0	
13.6.1 Responses to 60% Comments				2			2					4	\$860		\$860		\$1,500								\$1,500	\$2,360	
13.6.2 Responses to 100% Comments				2			2					4	\$860		\$860		\$1,000								\$1,000	\$1,860	
TASK 13 - SUBTOTAL	0	4	0	32	0	0	12	0	0	0	0	48	\$11,980		\$11,980		\$56,500		\$-	\$-	\$-	\$-	\$-	\$-	\$56,500	\$68,480	
Task 14: Tunneling																											
14.1 BODR Deliverables					60		24		4			88	\$21,220		\$21,220											\$-	\$21,220
14.2 30% Drawings and Specs					24		24		4			52	\$11,320		\$11,320		\$3,000								\$3,000	\$14,320	
14.3 60% Drawings and Specs					40		60		4			104	\$21,300		\$21,300		\$5,000								\$5,000	\$26,300	
14.4 100% Drawings and Specs					32		60		4			96	\$19,100		\$19,100		\$3,000								\$3,000	\$22,100	
14.5 Final Drawings and Specs					8		16		4			28	\$5,680		\$5,680		\$1,500								\$1,500	\$7,180	
TASK 14 - SUBTOTAL	0	0	0	0	164	0	184	0	20	0	0	368	\$78,620		\$78,620		\$12,500		\$-	\$-	\$-	\$-	\$-	\$-	\$12,500	\$91,120	
Task 15: Corrosion Control																											
15.1 Corrosion Protection Design Services		2		8								10	\$2,860		\$2,860										\$30,750	\$33,610	
TASK 15 - SUBTOTAL	0	2	0	8	0	0	0	0	0	0	0	10	\$2,860		\$2,860										\$30,750	\$33,610	
Task 16: Landscape Architecture																											
16.1 Planting and Irrigation Plans and Specifications												0	\$0		\$0											\$-	\$0
16.1.1 BODR Support				4								4	\$1,100		\$1,100		\$2,500								\$2,500	\$3,600	
16.1.2 30% Design Drawings and Specifications				4								4	\$1,100		\$1,100		\$4,000								\$4,000	\$5,100	
16.1.3 60% Design Drawings and Specifications				4								4	\$1,100		\$1,100		\$8,500								\$8,500	\$9,600	
16.1.4 100% Design Drawings and Specifications				4								4	\$1,100		\$1,100		\$8,500								\$8,500	\$9,600	
16.1.5 Final Design Drawings and Specifications				4								4	\$1,100		\$1,100		\$3,500								\$3,500	\$4,600	
16.2 Construction Site Visits (5)												0	\$0		\$0		\$2,500								\$2,500	\$2,500	
TASK 16 - SUBTOTAL	0	0	0	20	0	0	0	0	0	0	0	20	\$5,500		\$5,500		\$29,500		\$-	\$-	\$-	\$-	\$-	\$-	\$29,500	\$35,000	
Task 17: Land Surveyor																											
17.1 Aerial and Field Survey		2		2								4	\$1,210		\$1,210	\$63,240									\$63,240	\$64,450	
17.2 Topographic Mapping Deliverable		2		4					8			14	\$3,760		\$3,760	\$66,879									\$66,879	\$70,639	
17.3 Legal Descriptions and Plat Maps (6 total)		2		8								10	\$2,860		\$2,860	\$66,000									\$66,000	\$68,860	
TASK 17 - SUBTOTAL	0	6	0	14	0	0	0	0	8	0	0	28	\$7,830		\$7,830	\$196,119		\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$196,119	\$203,949	
TOTAL BASE FEE (TASK 1-17)	144	745	177	1263	266	148	1392	286	70	296	168	4955	\$1,144,035	\$9,750	\$1,153,785	\$358,719	\$290,700	\$168,100	\$133,500	\$36,500	\$49,700	\$138,600	\$81,800	\$49,650	\$50,000	\$1,337,169	\$2,490,954
Task 18: Additional Services																											
18.1 Potholing (30 Potholes/ 2 days GPR)		4		8								12	\$3,520		\$3,520									\$45,000	\$45,000	\$48,520	
18.2 Community Meetings (4)		8		16								56	\$12,000		\$12,000				\$5,000						\$5,000	\$17,000	
18.3 Environmental Public Projects Assessment Package												0	\$0		\$0											\$0	
18.4 SFR CEQA Plus Support		4		8								12	\$3,520		\$3,520		\$15,000								\$15,000	\$18,520	
18.5 IB-511 (Archaeology and Biology Monitoring)		4		8								12	\$3,520		\$3,520		\$20,200								\$20,200	\$23,720	
18.6 Additional Biological Surveys		4		8								12	\$3,520		\$3,520		\$11,700	\$44,000							\$55,700	\$59,220	
18.7 Environmental Permit Fee Applications (401 WQC and 1602 SAA)												0	\$0		\$0		\$9,000								\$9,000	\$9,000	
18.8 Bid Phase - (15 RFI and 4 Addenda)												0	\$0		\$0											\$0	
18.8.1 Additional 15 RFIs		10	10	20	20							60	\$17,300		\$17,300											\$17,300	
18.8.2 Additional 4 Addenda		10		20	10							40	\$11,550		\$11,550		\$26,616								\$26,616	\$38,166	
18.9 Construction Phase												0	\$0		\$0											\$0	
18.9.1 Additional 40 RFIs		24																									

Time Schedule

Exhibit C

ID	Task Mode	Task Name	Duration
1		Notice to Proceed and Purchase Order	0 days
2		Task 1 - Project Management (Funding Phase 1 Begin)	775 days
3		Task 2 - Meetings	767 days
4		Kickoff Meeting	0 days
5		Monthly Progress Meetings	767 days
52		Task 3 - Investigations	575 days?
53		3.2 As Built Research	20 days
54		3.3 Plot Utilities/Create Base Sheets	10 days
55		3.4 Utility Verification Site Visits	10 days
56		3.5.1 Geotechnical Investigations	205 days
57		Geotechnical Desktop Study	20 days
58		Prepare 511 Package	10 days
59		City Review/Approve 511 Package	30 days
60		Permit Soil Borings	15 days
61		Conduct Field Exploration	15 days
62		Lab Work and Prepare Draft Report	30 days
63		Prepare/Submit Geotechnical Report	0 days
64		3.5.2 Potholing	25 days
65		Prepare Pothole Plan	5 days
66		Obtain Pothole Permits	10 days
67		Perform Potholing	10 days
68		Submit Potholing Report	0 days
69		3.5.3 Environmental	575 days?
70		Hazardous Waste Technical Study	20 days
71		Waste Management Plan	30 days
72		Post Closure Land Use Plan (start after 60% submit with 100%)	30 days
73		Planning Document Review	5 days
74		Develop Permitting Strategy Plan	30 days
75		Prepare Environmental Assessment Package	30 days
76		Biological Services	575 days?
77		Geotechnical Investigation Monitoring	15 days
78		Research Scheduling and Field Prep	10 days
79		Vegetation Mapping, Botanical and Zoological Survey	10 days
80		Jurisdictional Delineation	10 days
81		Rare Plant Survey	10 days
82		Biological Technical Report	30 days
83		Cultural Resources Study	30 days
84		Revegetation Plans	30 days
85		Preparation/Submittal Permit Applications	555 days?
86		Prepare DSD SDP Application	50 days
87		DSD First Review Cycle	60 days?
88		Address DSD Comments	30 days?
89		DSD Second Review Cycle	60 days?
90		Prepare/Submit Agency Permit (RWQCB, 401, 404, 1602) Applications	360 days
91		Prepare/Submit Draft Jurisdictional Delineation Report	30 days
92		Prepare/Submit Draft Mitigation Plan	30 days
93		Prepare/Submit Final Agency Permit (RWQCB, 401, 404, 1602) Applications	30 days
94		Prepare/Submit Final Jurisdictional Delineation Report	30 days
95		Prepare/Submit Final Mitigation Plan	30 days
96		3.5.4 Corrosion Assessment	40 days
97		Field Investigation	20 days
98		Prepare Letter Report	20 days
99		3.6 Document Review	10 days
100		Task 4 - Permitting (Scheduled In Task 3.5.3)	295 days
101		Initiate Caltrans Coordination	10 days
102		Prepare Caltrans Permit Application	20 days
103		Caltrans Permit Review	65 days
104		Obtain Caltrans Permit	0 days
105		Task 5 - Basis of Design Report	95 days
106		Evaluate Open Cut and Trenchless Alternatives	25 days
107		Prepare Cost Opinion	10 days
108		Prepare Draft BODR	25 days
109		Hazen QAQC	10 days

Project: Otay Phase 5 Project Sc
Date: Tue 4/4/23

Task Split

Milestone

Project Summary

Inactive Milestone

Inactive Task

Manual Task

Manual Summary Rollup

Manual Summary

Start-only

First-only

External Tasks

External Milestone

Deadline

Progress

Manual Progress

*All work must be completed by the agreement's expiration date stated in Section 2.1.
*Duration Column is in Working Days

Time Schedule

Exhibit C

ID	Task Mode	Task Name	Duration
110		City Review BODR and Confirm Alignment Selection	20 days
111		Final BODR	10 days
112		Task 6 - 30% Design Submittal	85 days
113		30% Design Drawings and Spec TOC	45 days
114		Basis of Construction Cost Estimate	15 days
115		Completed Technical Studies	20 days
116		Easement Acquisition Package	20 days
117		Hazen QA/QC	10 days
118		City Review 30% Deliverable	20 days
119		Task 7 - 60% Design Submittal	95 days
120		60% Design Drawings And Specifications	60 days
121		Basis of Construction Cost Estimate	15 days
122		Easement Acquisition Package	20 days
123		Site Development Permit Package	20 days
124		Permit Submittal Packages	20 days
125		Hazen QA/QC	10 days
126		City Review 60% Deliverable	20 days
127		Submit Plans to CDPH	0 days
128		Task 8 - 100% Design Submittal (Funding Phase 2 Begin)	200 days
129		100% Design Drawings and Specifications	45 days
130		Basis of Construction Cost Estimate	15 days
131		Responses to 60% Comments	10 days
132		Permit/Easement Permission Package	2 days
133		Construction Sequence/Phasing Plan	15 days
134		Hazen QA/QC	10 days
135		City Review 100% Deliverable	20 days
136		Task 9 - Final Design Submittal	50 days
137		Final Design Drawings and Spec Cursory Review	20 days
138		Hazen QA/QC	10 days
139		City Review	10 days
140		Final Design Drawings and Spec Submittal	10 days
141		Basis of Construction Cost Estimate	5 days
142		Responses to 100% Comments	10 days
143		Final Submittal	0 days
144		Task 10 - Public Relations	545 days
145		Outreach Kick-off Meeting	0 days
146		Community Outreach Plan	20 days
147		Letter to the Community	20 days
148		BODR Design Presentation Letters	5 days
149		BODR Design Presentation	20 days
150		30% Design Presentation Letters	5 days
151		30% Design Presentation	20 days
152		60% Design Presentation Letters	5 days
153		60% Design Presentation	20 days
154		Follow-up Letter to the Community	5 days
155		100% Design Presentation	20 days
156		Task 11 - Bid and Award	180 days
157		Advertise for Bids	90 days
158		Contract Award Process	90 days
159		Task 12 - Construction	520 days
160		Construction	520 days
161		Post Construction/As-Built	160 days?
162		Punchlist Work by Contractor	100 days?
163		As-Built	60 days?
164		As-Built Submittal	30 days?
165		City Review	20 days?
166		Final As-Built Submittal	10 days?
167		Task 13,14,15,16 (Scheduled with Design Submittals)	1 day?
168		Task 17 - Land Surveyor	285 days
169		Set Control and Aerial Survey	10 days
170		Supplemental Field Survey	20 days
171		Prepare Base Mapping	10 days
172		Obtain Title Reports	10 days
173		Draft Legal Descriptions and Plat Maps	30 days
174		City Review	15 days
175		Final Legal Descriptions and Plat Maps	10 days

(Funding Phase 1 and 2 End)

Project: Otay Phase 5 Project S Date: Tue 4/4/23

Task Mode: Task Milestone Summary

Project Summary: Inactive Milestone Inactive Summary

Manual Task: Duration-only

Manual Summary Rollup: Manual Summary

Start-only: Finish-only:

External Tasks: External Milestone:

Deadline: Progress:

Manual Progress:

*All work must be completed by the agreement's expiration date stated in Section 2.1.
 *Duration Column is in Working Days.

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

CHECK ONE BOX ONLY.

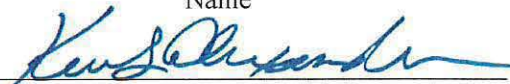
- The undersigned certifies that within the past 10 years the Consultant has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Consultant discriminated against its employees, subcontractors, vendors or suppliers.
- The undersigned certifies that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

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/REMEDIAL ACTION TAKEN
04/07/14	New York, NY	Age Discrimination	No	Closed	Dismissed - EEOC determined no sufficient evidence
08/11/15	Raleigh, NC	Disability Discrimination	No	Closed	Dismissed - EEOC determined no sufficient evidence

Consultant Name Hazen and Sawyer

Certified By Kevin Alexander Title Vice President

Name



Date 9/30/2022

Signature

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: Hazen and Sawyer

ADA/DBA: N/A

Address (Corporate Headquarters, where applicable): 498 Seventh Avenue, 11th Floor

City: New York County: New York State: New York Zip: 10018

Telephone Number: (212) 539-7000 Fax Number: (212) 614-9049

Name of Company CEO: Ronald Taylor, PE

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

Address: 11260 El Camino Real, Suite 102

City: San Diego County: San Diego State: CA Zip: 92130

Telephone Number: (858) 465-1830 Fax Number: N/A Email: jadam@hazenandsawyer.com

Type of Business: Civil Engineering Consultant Type of License: C3431522 (CA Corporation #)

The Company has appointed: Denise Townsend

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: 498 Seventh Avenue, 11th Floor

Telephone Number: (212) 539-7105 Fax Number: (212) 614-9049 Email: dtownsend@hazenandsawyer.com

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

Check the box above that applies to this WFR.

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

I, the undersigned representative of Hazen and Sawyer

(Firm Name)

San Diego, California hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 30th day of September, 20, 22

[Handwritten Signature]

(Authorized Signature)

Kevin Alexander

(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: Hazen and Sawyer

DATE: 9/30/2022

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

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

Totals Each Column			4		2						4	4		
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Grand Total All Employees	15
---------------------------	----

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

Disabled	0	0	0	0	0	0					0	0		
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Non-Profit Organizations Only:

Board of Directors	N/A													
Volunteers	N/A													
Artists	N/A													



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: Hazen and Sawyer

ADA/DBA: N/A

Address (Corporate Headquarters, where applicable): 498 Seventh Avenue, 11th Floor

City: New York County: New York State: New York Zip: 10018

Telephone Number: (212) 539-7000 Fax Number: (212) 614-9049

Name of Company CEO: Ronald Taylor, PE

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

Address: 11260 El Camino Real, Suite 102

City: San Diego County: San Diego State: CA Zip: 92130

Telephone Number: (858) 465-1830 Fax Number: N/A Email: jadam@hazenandsawyer.com

Type of Business: Civil Engineering Consultant Type of License: C3431522 (CA Corporation #)

The Company has appointed: Denise Townsend

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:

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- [] 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 Hazen and Sawyer

(Firm Name)

San Diego, California hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 30th day of September, 20, 22

Kevin Alexander (Authorized Signature)

Kevin Alexander (Print Authorized Signature Name)

(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: Hazen and Sawyer DATE: 9/30/2022

OFFICE(S) or BRANCH(ES): Atlanta, GA COUNTY: Fulton County

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:

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- (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) African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/Nat Alaskan		(5) Pacific Islander		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial												7		
Professional	3	1	2		3	3						20	11	1
A&E, Science, Computer														
Technical		2			1	1						9	3	
Sales														
Administrative Support														1
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column	3	3	2		4	4						36	14	1	1
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Grand Total All Employees	68
---------------------------	----

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

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

Non-Profit Organizations Only:

Board of Directors	N/A														
Volunteers	N/A														
Artists	N/A														



EQUAL OPPORTUNITY CONTRACTING (EOC)

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

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

WORK FORCE REPORT

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CONTRACTOR IDENTIFICATION

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

Name of Company: Hazen and Sawyer

ADA/DBA: N/A

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City: New York County: New York State: New York Zip: 10018

Telephone Number: (212) 539-7000 Fax Number: (212) 614-9049

Name of Company CEO: Ronald Taylor, PE

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City: San Diego County: San Diego State: CA Zip: 92130

Telephone Number: (858) 465-1830 Fax Number: N/A Email: jadam@hazenandsawyer.com

Type of Business: Civil Engineering Consultant Type of License: C3431522 (CA Corporation #)

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- [] 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 Hazen and Sawyer

(Firm Name)

San Diego, California hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 30th day of September, 20, 22

[Handwritten Signature]

(Authorized Signature)

Kevin Alexander

(Print Authorized Signature Name)

WORK FORCE REPORT - Page 2

NAME OF FIRM: Hazen and Sawyer DATE: 9/30/2022

OFFICE(S) or BRANCH(ES): Raleigh, NC COUNTY: Wake County

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:

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	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	
Management & Financial				1	1							15	3	1	
Professional	1			2	2	3						51	23	2	1
A&E, Science, Computer															
Technical	5	1	5	2	6	4						58	6	2	2
Sales															
Administrative Support		3										6	18		
Services															
Crafts															
Operative Workers															
Transportation															
Laborers*															

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

Totals Each Column	6	4	5	5	9	7						130	50	5	3
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Grand Total All Employees	224
---------------------------	-----

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

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

Non-Profit Organizations Only:

Board of Directors	N/A														
Volunteers	N/A														
Artists	N/A														



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Name of Company: Hazen and Sawyer

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Telephone Number: (212) 539-7000 Fax Number: (212) 614-9049

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[] Managing Office Work Force

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I, the undersigned representative of Hazen and Sawyer

(Firm Name)

San Diego, California hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 30th day of September, 20, 22

[Handwritten Signature]

(Authorized Signature)

Kevin Alexander

(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: Hazen and Sawyer DATE: 9/30/2022

OFFICE(S) or BRANCH(ES): Sacramento COUNTY: Sacramento

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:

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- (4) American Indian or Alaska Native
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Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial			1											
Professional						1						4		
A&E, Science, Computer														
Technical														
Sales														
Administrative Support														
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						4		
--------------------	--	--	---	--	--	---	--	--	--	--	--	---	--	--

Grand Total All Employees	6
---------------------------	---

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

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

Non-Profit Organizations Only:

Board of Directors	N/A													
Volunteers	N/A													
Artists	N/A													

Work Force Report

HISTORY

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

WORK FORCE & BRANCH WORK FORCE REPORTS

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

MANAGING OFFICE WORK FORCE

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

TYPES OF WORK FORCE REPORTS:

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

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

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

RACE/ETHNICITY CATEGORIES

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

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

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

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

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

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

Exhibit A: Work Force Report Job categories-Administration

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

Management & Financial

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

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

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

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

Architecture & Engineering, Science, Computer

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

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

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

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
Chen Ryan Associates, Inc. 3900 Fifth Avenue, Ste 310, San Diego, CA 92103	Traffic Control, ADA Compliance	13.2	SLBE DBE WMBE	City of San Diego UCP Supplier Clearinghouse
HELIX Environmental Planning, Inc. 7578 El Cajon Boulevard La Mesa, CA 91942	Environmental, Permit approval/coordination	6	SBE DVBE	MWD CA DGS
Ninyo & Moore Geotechnical & Environmental Sciences Consultants 5710 Ruffin Rd. San Diego, CA 92123	Geotechnical Services	13.1	OBE	
RICK Engineering Co. 5620 Friars Rd, San Diego, CA 92110	Surveying and Mapping, QA/QC, Plan Production	12.1	OBE	
RF Yeager Engineering, Inc. 1016 Broadway, Suite A El Cajon, CA 92021	Corrosion control	1.5	ELBE/DVBE/S BE	City of SD; CA DGS
Rocks Biological Consulting, Inc. 4312 Rialto Street San Diego, CA 92107	Biological Consulting	4.2	SLBE	City of San Diego
Ross Engineering Group Inc. 6454 Camino Corto San Diego, CA 92120	Design and CADD Support	4.1	SLBE WBE	City of San Diego (SLBE/ELBE) Supplier Clearinghouse (WBE)
Studio West Landscape Architecture & Planning 3625 Ruffin Rd., Suite 108 San Diego, CA 92123	Landscape architecture	1.1	ELBE/WBE/SBE	City of SD; CPUC; CA DGS

Underground Solutions, Inc. 120 N. Andreasen Dr, Escondido CA	Utility Potholing	2.9	OBE	
Vic Salazar Enterprises, LLC. DBA -Vic Salazar Communications 2247 Indigo Drive El Cajon, CA 9201	Community Outreach	1.1	SLBE/ELBE DBE MBE	City of San Diego (SLBE/ELBE) CalTrans (DBE) Supplier Clearinghouse (MBE)

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 c (EOCP) Consultant Requirements

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

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

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

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

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

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

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

DISCLOSURE DETERMINATION FOR CONSULTANT

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

- 1. Department / Board / Commission / Agency Name: Engineering & Capital Projects
- 2. Name of Specific Consultant & Company: Hazen and Sawyer
- 3. Address, City, State, ZIP: 11260 El Camino Real, Suite 102
San Diego, CA 92130
- 4. Project Title (as shown on 1472, "Request for Council Action"): Otay 2nd Pipeline St Replacement Phase 5
- 5. Consultant Duties for Project: Professional engineering services during design, bid/award, construction, and closeout.

6. Disclosure Determination [select applicable disclosure requirement]:

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

- or -

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

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

- or -

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

By 
[Jason Grani/Assistant Deputy Director]*

9/28/2022
[Date]

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

DEFINITION OF "CONSULTANT"

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

(A) Makes a governmental decision whether to:

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

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

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

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

1/28/2006

CITY OF SAN DIEGO CONSULTANT PERFORMANCE EVALUATION

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

Section I PROJECT INFORMATION

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

**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:

Design of Otay 2nd Pipeline St Replacement Ph 5

B. BIDDER PROPOSER INFORMATION

Hazen and Sawyer			
Legal Name	DBA		
11260 El Camino Real, Suite 102, San Diego, CA 92130	City	State	Zip
Street Address	619-993-2489	Phone	Fax
Jack Adam, PE	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.

Jack Adam	Senior Associate
Name	Title/Position
San Diego, Ca	
City and State of Residence	Employer (if different than Bidder/Proposer)
We wish to do business with the City of San Diego - 0% interest in all categories listed above.	
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: 6/16/1977

State of incorporation: New York

List corporation's current officers:

President: Ronald Taylor

Vice Pres.: Detailed list included in Attachment "A"

Secretary: Richard E. Peters

Treasurer: Bill Crayon

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:

Limited Liability Company

Date formed: _____ State of formation: _____

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

Partnership

Date formed: _____ State of formation: _____

List names of all firm partners:

Sole Proprietorship Date started: _____

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

Joint Venture Date formed: _____

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

Note: 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: JPMorganChase Bank

Point of Contact: Gordon Smith, Executive Director

Address: 270 Park Ave, 42nd Floor, New York, NY 10019

Phone Number: 212-270-1810

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: Parita Ammerlahn | (619) 533-5406

Contact Email: pammerlahn@sandiego.gov

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

Contract Date: June 2019 – June 2021

Contract Amount: \$1.6 M

Requirements of Contract: Jack Adam, while at another firm, managed project from it's inception through 100% design.

Company Name: Massachusetts Water Resources Authority, Various Locations, MA

Contact Name and Phone Number: Milan A. Horbaczewski, PE,

Contact Email: Milan.Horbaczewski@mwra.com

Address: Charlestown Navy Yard, 100 First Avenue, Boston, Massachusetts 02129

Contract Date: February 2020 - Ongoing

Contract Amount: \$5M

Requirements of Contract: Hazen is providing design services, including comprehensive pipeline alternatives routing analysis, hydraulic analysis of proposed alternatives, preliminary design,

pipeline condition assessments, construction cost estimates, and defensible final design contract documents and ESDC for three large-diameter water transmission pipelines which will be constructed under three (3) separate construction contracts.

Company Name: Union County Public Works

Contact Name and Phone Number: John Shutak, PE, (707) 283-3651

Contact Email: john.shutak@unioncountync.gov

Address: 500 N Main Sr. Monroe, NC 28112

Contract Date: September 2018 to July 2020

Contract Amount: \$9.5M

Requirements of Contract: Hazen is the design engineer of record for this critical conveyance project, and State Utility is providing pre-construction and construction services, including installation of more than 5 miles of transmission main.

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: Please see attachment A.

Contact Name and Phone Number: _____

Contact Email: _____

Address: _____

Contract Date: _____

Contract Amount: _____

Requirements of Contract: _____

What portion of work will be assigned to this subcontractor: _____

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

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

K. STATEMENT OF AVAILABLE EQUIPMENT:

List all necessary equipment to complete the work specified using Attachment "A". In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San Diego

reserves the right to reject any response when, in its opinion, the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective manner for the duration of the contract period.

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

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

Pledge of Compliance Initial submission.

OR

Update to prior Pledge of Compliance dated _____

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 Alexander, Vice President		9/30/2022
Name and Title	Signature	Date

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

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

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

List of Vice Presidents:

Mohammad Abu-Orf
Kevin Alexander
Dwayne Amos
Damann Anderson
Roger Austin
Edward Barboe
William Becker
Nicole Blute
Michael Broder
Charles Bullard
Patricia Carney
Janice Carroll
Bret Casey
Fernando Chiriboga
Chamindra Dassanayake
Patrick Davis
Hampik Dekermenjian
Andre Dieffenthalier
Sean FitzGerald
Gregory Gates
James Gellner
Anthony Greiner
Lynn Grijalva
Ken Hall
Mark Hanson
Gary Haubner
Jay Jackson
Charles Todd Johnson
David Jones
Shajan Joykutty
Eamon Kelly
Ronald Latimer
Sandeep Mehrotra
Susan Melamud
Cindy Miller
Albert Muniz
Jayson Page
Richard Peters
Christopher Phillips
Paul Pitt
Richard Pope
Emanuel Psaltakis
Gerald Ratasky
Bryant Rogers
Paul Saurer
Marc Solomon
Alan Stone
James Struve
H. Thomas Tant
Robert Taylor
Matthew Valade
Zheng-Ming Wang
Scott Woodard
Peter Young

Company Name: CR Associates
 Contact Name and Phone Number: Adam Chase, Senior Project Manager, (805) 630-3760
 Contact Email: AChase@cramobility.com
 Address: 3900 Fifth Avenue, Ste 310, San Diego, CA 92103
 Contract Date: TBD
 Contract Amount: \$429,088
 Requirements of Contract: Traffic Control, ADA Compliance
 What portion of work will be assigned to this subcontractor: Traffic Control, ADA Compliance

Company Name: HELIX Environmental Planning, Inc.
 Contact Name and Phone Number: Vanessa Toscano, (619) 462-1515
 Contact Email: vanessab@helixepi.com
 Address: 7578 El Cajon Blvd., La Mesa, CA 91942
 Contract Date: TBD
 Contract Amount: 195,400
 Requirements of Contract: Environmental, Permit approval/coordination
 What portion of work will be assigned to this subcontractor: Environmental, Permit approval/coordination

Company Name: Ninyo & Moore
 Contact Name and Phone Number: Gregory T. Farrand, (858) 576-9600
 Contact Email: gfarrand@ninyoandmoore.com
 Address: 5710 Ruffin Road, San Diego, California 92123
 Contract Date: TBD
 Contract Amount: \$425,700
 Requirements of Contract: Geotechnical Services/Hazardous Waste
 What portion of work will be assigned to this subcontractor: Geotechnical Services/Hazardous Waste

Company Name: RICK Engineering Co
 Contact Name and Phone Number: Kevin Gibson, (619) 291-0707
 Contact Email: kgibson@rickengineering.com
 Address: 5620 Friars Rd, San Diego, CA 92110
 Contract Date: TBD
 Contract Amount: \$393,719
 Requirements of Contract: Surveying and Mapping, QA/QC, Plan Production
 What portion of work will be assigned to this subcontractor: Surveying and Mapping, QA/QC, Plan Production

Company Name: RF Yeager Engineering, Inc.
 Contact Name and Phone Number: Richard F. Yeager, (619) 647-6265
 Contact Email: RFYeager@RFYeager.com
 Address: 1016 Broadway, Ste. A, El Cajon, CA 92021
 Contract Date: TBD
 Contract Amount: \$49,650
 Requirements of Contract: Corrosion control
 What portion of work will be assigned to this subcontractor: Corrosion control

Company Name: Rocks Biological Consulting, Inc.
 Contact Name and Phone Number: Kelly Halm, (619)701-6798
 Contact Email: admin@rocksbio.com
 Address: 4312 Rialto Street, San Diego, CA 92107
 Contract Date: TBD
 Contract Amount: \$134,800
 Requirements of Contract: Environmental/Biological
 What portion of work will be assigned to this subcontractor: Environmental/Biological

Company Name: Ross Engineering Group Inc.
 Contact Name and Phone Number: Ronald Ross, (619) 200-4893
 Contact Email: ron@ross.engineer
 Address: 6354 Camino Corto, San Diego CA 92120
 Contract Date: TBD
 Contract Amount: \$133,500
 Requirements of Contract: Pipeline Design/CAD Production
 What portion of work will be assigned to this subcontractor: Pipeline Design/CAD Production

Company Name: Studio West Landscape Architecture & Planning
 Contact Name and Phone Number: Michelle Landis, (858) 598-5085
 Contact Email: mlandis@studiowest-land.com
 Address: 3625 Ruffin Road, Suite 108, San Diego, CA 92123
 Contract Date: TBD
 Contract Amount: \$36,500
 Requirements of Contract: Landscape architecture/habitat restoration
 What portion of work will be assigned to this subcontractor: Landscape architecture/habitat restoration

Company Name: Underground Solutions, Inc.
 Contact Name and Phone Number: TC Mueller, (760) 294-9449 Ext 103
 Contact Email: tc@usipothole.com
 Address: 120 N. Andreasen Dr, Escondido CA
 Contract Date: TBD
 Contract Amount: \$95,000
 Requirements of Contract: Utility Potholing
 What portion of work will be assigned to this subcontractor: Utility Potholing

Company Name: Vic Salazar Enterprises, LLC
 Contact Name and Phone Number: Vic Salazar, (619) 517-4744
 Contact Email: vic@vicsalazar.com
 Address: 5205 Kearny Villa Way #107, San Diego, CA 92123
 Contract Date: TBD
 Contract Amount: \$34,700
 Requirements of Contract: Community Outreach
 What portion of work will be assigned to this subcontractor: Community Outreach

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 Alexander, Vice President
 Print Name, Title



Signature

9/30/2022

Date

RESOLUTION NUMBER R- 314611

DATE OF FINAL PASSAGE MAR 10 2023

A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN DIEGO AUTHORIZING AWARD AND EXECUTION OF THE CONSULTANT AGREEMENT WITH HAZEN AND SAWYER FOR PROFESSIONAL DESIGN AND CONSTRUCTION SUPPORT SERVICES FOR THE OTAY 2ND PIPELINE PHASE 5 REPLACEMENT PROJECT AND TAKING RELATED ACTIONS.

WHEREAS, the Otay 2nd Water Pipeline was originally installed in 1930 and is one of the City's oldest and most important treated water transmission mains; and

WHEREAS, the pipeline allows the City to treat and convey local water from the Otay system to Paradise Hills/Paradise Mesa, Encanto, Logan Heights, Downtown San Diego, and surrounding communities; and

WHEREAS, the Otay 2nd Water Pipeline Replacement efforts have been 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 5 Replacement project proposes to replace the existing 36-inch Steel Cylinder Cement (CMLCS) pipe with 42-inch CMLCS pipe from Balboa Vista Drive south of Seifert Street to the intersection of 60th Street and Tooley Street; and

WHEREAS, on December 13, 2021, the City issued a Request for Proposal (H2225964) to solicit professional engineering services for the Otay 2nd Pipeline Phase 5 Project; and

WHEREAS, seven firms submitted proposals and Hazen and Sawyer was selected based upon their qualifications in accordance with Council Policy 300-07; and

WHEREAS, upon selection of Hazen and Sawyer, City staff worked with the Public Utilities Department and other stakeholders to confirm project scope parameters and finalize the contract documents; and

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

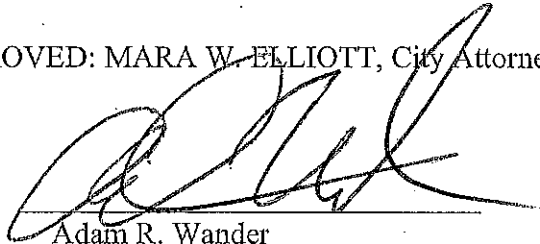
BE IT RESOLVED, by the Council of the City of San Diego, as follows:

1. That the Mayor, or his designee, is authorized to establish a phase-funded schedule and execute an agreement with Hazen and Sawyer for design and construction support services in CIP S-21000, Otay 2nd Pipeline Phase 5, Fund 700010, Water Utility CIP, in an amount not to exceed \$3,247,222, which is included in the staff materials accompanying this resolution, and that once signed, will be on file in the Office of the City Clerk as Document No. RR- 314611 (Agreement).

2. That the Chief Financial Officer is authorized to expend funds under the established contract funding phase in a total amount not to exceed \$3,247,222, of which \$2,174,437 is for the first phase and \$1,072,785 is for all subsequent phases from CIP S-21000, Otay 2nd Pipeline Phase 5, Fund 700010, Water Utility CIP for the purpose of executing the Agreement.

APPROVED: MARA W. ELLIOTT, City Attorney

By

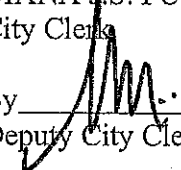


Adam R. Wander
Deputy City Attorney

ARW:cw
1/30/2023
Or. Dept: E&CP
CC No.: N/A
Doc. No.: 3205970

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

DIANA I.S. FUENTES
City Clerk

By  _____
Deputy City Clerk

Approved: 3/9/23
(date)


TODD GLORIA, Mayor

Vetoed: _____
(date)

TODD GLORIA, Mayor

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

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

Date of final passage MAR 10 2023.

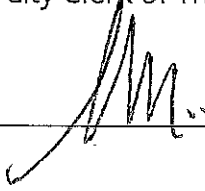
(Please note: When a resolution is approved by the Mayor, the date of final passage is the date the approved resolution was returned to the Office of the City Clerk.)

AUTHENTICATED BY:

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

(Seal)

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

By , Deputy

Office of the City Clerk, San Diego, California

314611

Resolution Number R-_____

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

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

NAYS: NONE.

NOT PRESENT: NONE.

RECUSED: NONE.

AUTHENTICATED BY:

TODD GLORIA

Mayor of The City of San Diego, California

DIANA J. S. FUENTES

City Clerk of The City of San Diego, California

(Seal)

By: Matthew R. Hilario, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true, and correct copy of
RESOLUTION NO. R-314611 approved on February 28, 2023. The date of final
passage is March 10, 2023.

DIANA J. S. FUENTES

City Clerk of the City of San Diego, California

(Seal)

By:  _____, Deputy

From: pwc100@dir.ca.gov
To: [Romero, Frank](#); [PWD-PWC-Contracts](#)
Subject: [EXTERNAL] Project Creation
Date: Friday, May 12, 2023 1:09:35 PM

****This email came from an external source. Be cautious about clicking on any links in this email or opening attachments.****

Hello,

Thank you for using the PWC-100 online application.

This email confirms the submission of a new project titled "Design of Otay 2nd Pipeline St Replacement Ph 5 - H2225964" that was created on 12 May 2023 and assigned **DIR Project ID 467357**.

Please share this **DIR Project ID** number with each contractor on the project. They will need this number to submit certified payroll records into DIR's Electronic Certified Payroll Reporting(eCPR) database.

Thank you for your submission

Sincerely,

Public Works Program
Division of Labor Standards Enforcement
Department of Industrial Relations
State of California

Project Information

FORM

Form Type: PWC-100 **Project Award Date:** 5/11/2023

AWARDING BODY INFORMATION

Name: City of San Diego Public Works Contracts **Primary Contact:** Public Works Person
Address: 1010 Second Ave **Primary Email:** PWD-PWC-Contracts@sandiego.gov
 Suite 1400 **Work Phone:** 6195333635
 San Diego, CA 92101

PROJECT INFORMATION

Project Name: Design of Otay 2nd Pipeline St Replacement Ph 5 - H2225964 **Project #:** H2225964
Brief Description: Design of Otay 2nd Pipeline St Replacement Ph 5 **Contract #:** H2225964
Contract Amount: \$3247222.00 **Number of Prime Contractors:** 1
Total Project Cost: \$3247222.00
Alternative Model: None Apply
Physical Address: Southeastern San Diego **Billing Address:** San Diego, CA 92114 SAN DIEGO

Project Information 2

PWC-100

Project Name: Design of Otay 2nd Pipeline St Replacement Ph 5 - H2225964 **Project #:** H2225964 **Contract #:** H2225964 **Status:** New Submission

PROJECT INFORMATION

Project Dates

First Advertised Bid: 12/13/2021 **Estimated or Actual Start:** 5/12/2023
Estimated or Actual Completion: 5/12/2028

Propositions

Will this project receive (or has it received) any funding from Proposition 84 (The Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006)? No
 Will this project receive (or has it received) any funding from Proposition 39 (California Clean Energy Jobs Act of 2012)? No

Compliance and Agreements:

Is language included in the Contract Award to effectuate the requirements of Section 1771, 1774 - 1776, 1777.5, 1813 and 1815 of the Labor Code? Yes
 Will you operate a DIR-Approved Labor Compliance Program(LCP) for this project? Yes
 Is there a Project Labor Agreement (PLA) associated with this project? No

Contractor Information

Project Manager

Email Address	Name	Title	Work Phone
Jadam@hazenandsawyer.com	Jack Adam	Associate Vice President	858-764-5526

General Contractor1

CSLB/Certificate Number	NAME	Address	Email	Classification
1000004481	NINYO & MOORE GEOTECHNICAL & ENVIRONMENTAL SCIENCES CONS	5710 RUFFIN ROAD SAN DIEGO, CA 92123	EBROOKS@NINYOANDMOORE.COM	SURVEYORS
1000006546	GLENN A. RICK ENGINEERING AND DEVELOPMENT CO.	5620 FRIARS ROAD SAN DIEGO, CA 92110	GDYE@RICKENGINEERING.COM	SURVEYORS
1000030401	ROCKS BIOLOGICAL CONSULTING, INC.	4312 RIALTO STREET SAN DIEGO, CA 92107	INFO@ROCKSBIO.COM	SURVEYORS
1000015953	HELIX ENVIRONMENTAL PLANNING, INC.	7578 EL CAJON BOULEVARD LA MESA, CA 91942	KANIKAM@HELIXEPI.COM	SURVEYORS
1000007851	UNDERGROUND SOLUTIONS, INC.	120 N. ANDREASEN DRIVE ESCONDIDO, CA 92029	MEARME@USIPOTHOLE.COM	SURVEYORS
1000061181	STUDIO WEST LANDSCAPE ARCHITECTURE & PLANNING	7185 NAVAJO RD., SUITE A SAN DIEGO, CA 92119	MLANDIS@STUDIOWEST-LAND.COM	SURVEYORS
1000020466	RF YEAGER ENGINEERING INC.	9562 WINTER GARDENS, SUITE D-151 LAKESIDE, CA 92040	RFYEAGER@RFYEAGER.COM	SURVEYORS
1000031910	ROSS ENGINEERING GROUP, INC	6354 CAMINO CORTO SAN DIEGO, CA 92120	RON@ROSS-EG.COM	SURVEYORS
1000364796	VIC SALAZAR ENTERPRISES, LLC	5205 KEARNY VILLA WAY #107 SAN DIEGO, CA 92123	VIC@VICSALAZAR.COM	SURVEYORS
1000020628	CHEN RYAN ASSOCIATES, INC.	3900 5TH AVE SUITE 310 SAN DIEGO, CA 92103	VPENA@CHENRYANMOBILITY.COM	SURVEYORS
1000018843	HAZEN AND SAWYER, D.P.C.	800 WEST SIXTH STREET, SUITE 400 LOS ANGELES, CA 90017	WCRAYON@HAZENANDSAWYER.COM	SURVEYORS