

**AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND
DOKKEN ENGINEERING**

**FOR
DESIGN OF GOLDEN HILL IMPROVEMENT II**

CONTRACT NUMBER: H2226113

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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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(CC) Subcontractors List

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**AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND DOKKEN ENGINEERING
FOR DESIGN PROFESSIONAL SERVICES**

THIS Agreement is made and entered into between the City of San Diego, a municipal corporation [City], and Dokken Engineering [Design Professional] for the Design Professional to provide Professional Services to the City for the Design of Golden Hill Improv II [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 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. 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 **August 18, 2028**; whichever is the earliest but not to exceed five years unless approved by City ordinance.

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

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

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

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

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

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

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

ARTICLE III COMPENSATION

3.1 Amount of Compensation. The City shall pay the Design Professional for performance of all Professional Services rendered in accordance with this Agreement, including reasonably related expenses, a total contract amount not exceeding \$1,647,325. The compensation for the Scope of Services shall not exceed \$1,435,285, and the compensation for Additional Services (described in Section 3.2), if any, shall not exceed \$212,040.

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

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

3.4 Additional Costs. Additional Costs are those costs that can be reasonably determined to be related to the Design Professional's errors or omissions, and may include Design Professional, City, or Subcontractor overhead, construction, materials, demolition, and related costs. The Design Professional shall not be paid for the Professional Services

required due to the Design Professional's errors or omissions, and the Design Professional shall be responsible for any Additional Costs associated with such errors or omissions. These Additional Costs may be deducted from monies due, or that become due, the Design Professional. Whether or not there are any monies due, or becoming due, the Design Professional shall reimburse the City for Additional Costs due to the Design Professional's errors or omissions.

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

ARTICLE IV DESIGN PROFESSIONAL'S OBLIGATIONS

4.1 Industry Standards. The Design Professional agrees that the Professional Services rendered under this Agreement shall be performed in accordance with the standards customarily adhered to by an experienced and competent professional civil engineering services 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; and (b) confirmed that all policies contain the specific provisions required in Article IV, Section 4.3.4 of this Agreement. However, failure to obtain City approval of 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. If Design Professional maintains broader coverage or higher limits than the minimums shown below, City requires and shall be entitled to the broader coverage or the higher limits maintained by Design Professional. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City. 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 \$2,000,000 per occurrence and subject to an annual aggregate of \$4,000,000. 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 \$1,000,000 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 and Employer's 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, Workers' Compensation Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

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

reflect a minimum of \$3,000,000 per claim and \$5,000,000 annual aggregate if the manuscript Architects & Engineers Professional Liability policy affords pollution liability coverage.

4.3.2 Deductibles. Design Professional shall disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided. The City may require Design Professional to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

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 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:

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

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

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

4.3.4.3 Contractors Pollution Liability Insurance Endorsements.

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

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

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

4.3.5 Reservation of Rights. The City reserves the right, from time to time, to review the Design Professional's insurance coverage, limits, deductible and self-insured retentions to determine if they are acceptable to the City. The City will reimburse the Design Professional for the cost of the additional premium for any coverage requested by the City in excess of what is 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 Notice of Changes to Insurance. Design Professional shall notify the City 30 days prior to any material change to the policies of insurance provided under this Agreement.

4.3.8 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 seven 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 and Capital Projects Department, c/o , John Stohr, 525 B Street, Suite 750, San Diego, CA. 92101, Jstohr@SanDiego.gov and notice to the Design Professional shall be addressed to: Dokken Engineering, Daniel Nutter, 1450 Frazee Road, Suite 100, San Diego, CA. 92108, dnutter@dokkenengineering.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: Daniel Nutter [Project Team]. Accordingly, performance of Professional Services under this Agreement may not be delegated to other members of the Design Professional's organization or to Subcontractors without the prior written consent of the City. It is mutually agreed that the members of the Project Team are the principal persons responsible for delivery of all Professional Services and may not be removed from the Project Team without the City's prior written approval. Removal of any member of the Project Team without notice and approval by the City may be considered a default of the terms and conditions of this Agreement by the Design Professional. In the event any member of the Project Team becomes unavailable for any reason, the City must be consulted as to any replacement. If the City does not approve of a proposed replacement, the City may terminate this Agreement pursuant to section 2.6 of this Agreement. Further, the City reserves the right, after consultation with the Design Professional, to require any of the Design Professional's employees or agents to be removed from performance of the Scope of Services.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

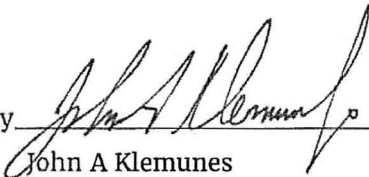
9.25 Equal Pay Ordinance. Unless an exception applies, Design Professional shall comply with the Equal Pay Ordinance (EPO) codified in the San Diego Municipal Code (SDMC) at section 22.4801 through 22.4809. Design Professional shall require all of its

subconsultants to certify compliance with the EPO in their written subcontracts. Design Professional must post a notice informing its employees of their rights under the EPO in their workplace or job site. By signing this Agreement with the City of San Diego, Design Professional acknowledges the EPO requirements and pledges ongoing compliance with the requirements of SDMC Division 48, section 22.4801 et seq., throughout the duration of this Agreement.

The remainder of this page has been intentionally left blank.

IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor, pursuant to San Diego Municipal Code Section 22.3207, authorizing such execution, and by the Design Professional pursuant to Dokken Engineering's signature authority document.

I HEREBY CERTIFY I can legally bind Dokken Engineering and that I have read all of this Agreement, this 13 day of July, 2023.

By 
John A Klemunes
President


Dated this 18th day of August, 2023.

THE CITY OF SAN DIEGO
Mayor or Designee

By 
Cindy Crocker
Principal Contract Specialist
Purchasing & Contracting Department

I HEREBY APPROVE the form of the foregoing Agreement this 15th day of AUGUST, 2023

MARA W. ELLIOTT, City Attorney

By 
Deputy City Attorney

DESIGN PROFESSIONAL AGREEMENT
EXHIBITS

SCOPE OF SERVICES

TASK I – PROJECT MANAGEMENT

Dokken Engineering (Design Professional) will provide project management in the execution of the Project's Design Phase. These services will include attendance at meetings as requested by the City, monitoring and maintenance of the Project schedule and budget, contract administration, and quality assurance and quality control of construction and contract documents.

Task 1.1 – Project Management

Design Professional will provide design project management throughout the design phase of the project and design-related issues during the bid, award, and construction phase. Design Professional will provide coordination and communications between the City Project Management staff and the Design Professional team, as necessary, to keep the entire Project Team informed of the Project progress on key issues and decisions. Design Professional will inform the City of subconsultant activities and relay any feedback from City Staff.

Task 1.2 –Meetings and Coordination

Design Professional will attend the meetings as noted below and will prepare agendas and minutes, distribute to attendees and others designated by the City's Project Manager, and track Project team action items for completion. The Project status log will be organized in a problem/issue subject matter. Action items will be on the list.

- Kick-off Meeting: Design Professional will attend a Project Kick-off meeting and present the project schedule.
- Monthly Progress Meetings: Design Professional will attend and lead up to twenty-four (24) monthly progress meetings through the Design Phase and at other times as requested by the City Project Manager. Design Professional will report in writing to the City Project Manager the previous month's progress and the plans for the upcoming three weeks. Prior to a progress meeting, Design Professional will submit its progress meeting format to the City Project Manager for review and acceptance, including meeting agendas prior to each meeting and minutes of each meeting prior to the next meeting.
- Submittal Meetings: Design Professional will attend up to five (5) 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.
- Operations Meetings: Design Professional will attend up to five (5) operations meetings to review various design issues after submittal. We anticipate one (1) meeting will be held after each submittal: Basis of Design Report, 30% Design, 60% Design, 100% Design, and Final Design. Design Professional will respond to Water Operations comments in a form provided by the City.

- Traffic Control Meetings: Design Professional will attend three (3) traffic control meetings with the City Traffic Engineer or the appropriate agency at 60% Design, 100% Design, and Final Design if needed.
- ADA meetings: Design Professional will attend up to five (5) meetings with the City CIP Access Law Compliance Officer or the appropriate agency personnel to discuss the curb ramp design at 60% Design, 100% Design, and final design.
- QA/QC meetings: Design Professional will attend up to 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.
- Jurisdictional Agency meetings: Design Professional will attend up to twenty (20) meetings with various agencies requiring coordination for this Project. These may include, but are not limited to Caltrans, MTS, SDG&E, Regional Water Quality Control Board, and various franchise utilities.
- Design Professional will attend up to twenty (20) additional meetings for various purposes throughout the design phase.

Task 1.3 – Prepare/Update Project Schedule & Budget

Design Professional will develop, monitor, and maintain the design project schedule which includes Project tasks, task interrelationships, milestones, and intermediate and final project deliverables. The Project Manager will provide updates at each monthly meeting. Design Professional will use Microsoft Project CP Project Management and Scheduling Software or equal.

The Project Manager will also prepare a monthly progress report (to be attached to the monthly invoice) that will include but not be limited to, budget, percentage of individual task completion, schedule progress and critical path tracking, problems encountered, out of scope items and status, action items, budget information, and percentage of individual task completion.

Deliverables: Baseline Schedule; Monthly Progress Report.

Task 1.4 – Quality Management (QA/QC Oversight)

To ensure the City receives only the highest quality of documents, Design Professional will incorporate QA/QC procedures into the review of all design documents and work products, including subconsultant tasks, at each milestone of the Project.

TASK 2 – PRELIMINARY STUDIES

Task 2.1 – Utility Research, Field Verification, and Base Mapping

Design Professional will conduct research and collect available information and data for existing wet and dry utilities within the project area. Design Professional will review the wet utility (sewer, storm drain, water) as-builts, City Sewer and Water Field Books (to determine size and type of service connections), and Franchise Utilities, and will perform field walks to confirm the accuracy and completeness of the as-built reference drawings as well as the MicroStation files

provided by the City Survey Department. Design Professional will also verify the visible surface features shown in the MicroStation file provided by the City Survey Department, including signal poles, streetlights, signs, sidewalks, curb ramps, and property addresses. The MicroStation files from the City will include aerial topography, field surveys for intersection and ADA ramps, and any ROW/Easements.

Design Professional will also send out letters to other private franchise utility companies in the area requesting mapping of their facilities and incorporate the received information into the base map.

Deliverables: Utility Base Map.

Task 2.2 – Utility Potholing

Design Professional will provide the location and depth of potholes that are to be determined during the design phase. It is estimated that twenty (20) potholes will be conducted along the proposed alignment. Design Professional will obtain traffic control permits for subsurface investigations through ECP's Construction Engineering Support Division.

Deliverables: Utility Pothole Report.

Task 2.3 – Geotechnical Investigation

Design Professional will conduct a geotechnical investigation to evaluate the subsurface conditions of the project area which will consist of the following:

- a) Review geologic maps, prior geotechnical reports, and other readily available literature pertinent to the geotechnical conditions at the site.
- b) Coordinate with City for site access.
- c) Perform a site reconnaissance and mark the proposed boring locations. Underground Service Alert and a private utility locator will be notified for underground utility mark-out services.
- d) Obtain a boring permit with the County of San Diego, Department of Environmental Health and Quality.
- e) Obtain traffic control permits for the proposed borings in the City ROW through the City of San Diego's Engineering and Capital Projects Construction Engineering Support Division.
- f) Provide traffic control at the geotechnical boring locations in accordance with the approved traffic control permit. Traffic control will be provided during drilling activities and pavement resurfacing, if required. Traffic control will also be provided to offload/onload the backhoe from the transport vehicle.
- g) Drill ten (10) borings along the alignments of the proposed pipelines. Eight (8) borings will be drilled along the planned cut and cover areas utilizing a truck mounted drill rig equipped with an 8-inch diameter, hollow stem auger. The borings will be drilled to depths up to about 20 feet below the ground surface (BGS) or 5 feet below planned pipeline invert elevation, whichever is greater. Two (2) borings will be drilled along F

Street (non-developed area) section near SR-94 utilizing a truck-mounted drill rig equipped with an 8-inch diameter auger to depths up to about 40 feet BGS or 5 feet below planned pipeline invert elevation, whichever is more.

- h) Logging the borings and obtaining samples for examination and laboratory testing.
- i) Backfilling the borings in general accordance with DEHQ requirements.
- j) Patching the boring locations as needed, in accordance with City of San Diego Standard Drawing SDG-123.
- k) Performing laboratory tests to evaluate material classifications and other pertinent engineering properties.

A report will be prepared that includes a subsurface investigation map, boring logs, and laboratory test results. The report will provide applicable conclusions and recommendations regarding the following:

- Subsurface conditions beneath the site, including groundwater levels if encountered.
- Potential geologic hazards.
- Criteria for seismic design in accordance with the California Building Code (CBC).
- Excavation characteristics and rippability.
- Trenchless pipeline installation.
- Pipeline support.
- Soil corrosivity.

Deliverables: Draft and Final Geotechnical Report.

Task 2.4 – Corrosion Preliminary Design

Design Professional will perform the following services during the preliminary design phase:

- a) Review existing data, reports, preliminary drawings, and site plans to assist in determining the location and topography of the buried metallic pipeline alignments and potential locations for field testing.
- b) Conduct in-situ (field) resistivity testing along pipeline alignments where new buried metallic pipelines will be designed.
- c) Obtain soil chemical analysis data, soil classification, and groundwater elevations to be included in the Corrosivity Assessment Report. Soil chemical analysis data will include pH, chloride concentrations, sulfate concentrations, and soil box resistivity in the as-received and saturated conditions.
- d) Provide a review for the potential of stray current interference on new buried metallic pipelines.

- e) Provide a Corrosivity Assessment Report for the buried metallic pipeline alignments to include observations, conclusions, and recommendations for long-term and corrosion free service of buried metallic piping.

After the corrosivity assessment has been conducted, Design Professional will advise the City on the best options and approach for corrosion control.

Deliverables: Final Corrosivity Assessment Report.

Task 2.5 – Basis of Design Report

Design Professional will develop a Basis of Design Report with respect to the Basis of Alignments contained in the Preliminary Design Exhibits. The Basis of Design Report will cover the following:

- Project background and description.
- Design criteria and standards.
- Value engineering and design alternatives developed by the Design Professional team.
- Alternative evaluation matrix/Recommended design alternatives.
- ROM cost estimate for each design alternative.
- Environmental impacts, considerations, and approach.
- ADA Standards and Improvements.
- Trenchless technology and construction evaluation.

Deliverables: Draft Basis of Design Report; Final Basis of Design Report.

TASK 3 – UTILITY COORDINATION & RELOCATION

Task 3.1 – Utility Coordination and Meetings

Design Professional will coordinate and meet with utility owners to develop utility protection measures and relocations during the design process. Utilities anticipated to require coordination under this task are SDG&E electric, SDG&E gas, AT&T California (telephone), and Cox Communications (cable TV). Design Professional will coordinate with the City to determine representatives from each of the utility companies for review and approval of utility relocation schematic designs, and/or protection measures.

Up to eight (8) utility focus meetings will be held during design. The meetings will provide a regular forum to disseminate updated project design information, coordinate conceptual and final utility owner prepared relocation designs, coordinate construction sequencing and utility work windows for project specifications, review liability information and negotiate utility agreement language, identify construction permitting needs, and progress utility relocation design packages.

Deliverables: Utility Base Map.

Task 3.2 – Utility Conflict Identification and Resolution

Design Professional will review the project design against the existing utility base mapping and identify potential utility conflicts. Design Professional will develop an inventory of potential utility conflicts and prepare a Utility Conflict Identification Matrix with information on utility ownership, type, size, location, reason for potential conflict, and recommended conflict resolution. Utility conflicts will be depicted on corresponding Utility Conflict Identification Maps for review with the City and utility company representatives, and inclusion in the Request for Liability Letters to owners.

Project plan submittals will be made to each utility company, through the City, with coordination occurring between each party through the final design and work order process. The Design Professional Team will work with each utility provider to ensure all connections are identified on the plans. Each utility provider will provide a relocation plan based on the conflicts identified.

Design Professional will coordinate utility relocations needs with the City. The City will directly coordinate with affected utility owners within the project area. It is anticipated that all dry utility relocation designs related to this project will be performed by the utility company personnel.

Deliverables: Utility Conflict Matrix; Utility Conflict Exhibit; Utility Correspondence

TASK 4 – 30% SUBMITTAL

Upon completion of preliminary studies and approval of the Basis of Design Report, Design Professional will prepare the 30% design documents. The 30% submittal will include:

- 30% Design Plans
- 30% Construction Cost Estimate
- Private Easement Acquisition Package consisting of Deeds, Title Reports, Legal Descriptions, As-Builts, and Assessor's Plats

Design Professional will submit the 30% Design Plans to the California Department of Public Health for Basis of review.

The 30% plans are anticipated to consist of the following sheets:

- Title Sheet and Sheet Index
- Key Map
- Notes and Legends
- Improvement Plans
- Details
- Street Resurfacing Plans

Deliverables: 30% Design Plans (8 Full Sized, 7 Half Sized, 1 PDF); 30% Engineer's Estimate

TASK 5 – 60% DESIGN SUBMITTAL

Design Professional will advance the 30% design to the 60% design level. The 60% design submittal will include:

- Responses to 30% Comments
- 60% Design Plans
- 60% Construction Cost Estimate
- 60% Technical Specifications

The 60% plans are anticipated to consist of the following sheets:

- Title Sheet and Sheet Index
- Key Map
- Notes and Legends
- Water Design Sheets
 - Plan and Profile
 - Proposed Water Services
 - Water Replumb Details
 - Thrust Block Table
- Sewer Design Sheets
 - Plan and Profile
 - Proposed Sewer Laterals
 - Access Road Design
 - Sewer Rehabilitation
 - Sewer Replumb Details
- Miscellaneous Plan Sheets
 - Street Resurfacing
 - Work by City Forces
 - Monument Perpetuation
 - Batch Discharge Plan
 - Pipeline Abandonment
 - Fire Department Information
 - Water Abandonment
- Curb Ramp Details (10 Ramps)
- Trenchless Plan and Profile
- Corrosion /Cathodic Protection Plan
- Traffic Control Plans (D-Sheets)

Deliverables: Responses to 30% Comments, 60% Design Plans (6 Full Sized, 9 Half Sized, 1 PDF); 60% Traffic Plans (2 Full Sized, 4 Half Sized, 1 PDF); 60% Specifications; 60% Construction Cost Estimate.

TASK 6 – 100% DESIGN SUBMITTAL

Design Professional will advance the 60% Design to 100% Design level. Design Professional will incorporate agreed upon City comments from the 60% submittal review and will demonstrate all prior comments have been satisfied before the next design phase. The 100% Design submittal will consist of the following:

- Responses to 60% comments
- 100% Design Plans
- 100% Construction Cost Estimate in Master Bid List Format
- 100% Technical Specifications
- Caltrans Encroachment Permit Application
- 100% Traffic Control Plans
- Construction Phasing Plan

Deliverables: Responses to 60% Comments, 100% Design Plans (42 Full Sized, 6 Half Sized, 1 PDF); 100% Traffic Plans (11 Full Sized, 7 Half Sized, 1 PDF); 100% Specifications; 100% Construction Cost Estimate; Encroachment Permit and Easement Permissions Package; Construction Phasing Plan.

TASK 7 – FINAL DESIGN SUBMITTAL

Final design submittal is considered fully complete in all aspects and considered ready for construction. Design Professional will incorporate City review comments from the 100% submittal. All review comments and open issues will be addressed and resolved prior to submittal of these documents to the City Project Manager. Final Specifications and final design plans will be submitted to the City for cursory review.

Deliverables: Responses to 100% Comments, Final Design Plans (1 Mylar Set, 1 Electronic); Final Specifications; Final Construction Cost Estimate.

TASK 8 – CALTRANS COORDINATION & REPLUMB AGREEMENTS

Task 8.1 – Caltrans Coordination & Encroachment Permit

Design Professional will assemble and submit up to two (2) Encroachment Permit Application Packages (EPAP) for permitting of up to seven (7) distinct water and/or sewer encroachments. It is anticipated that Caltrans will accept multiple site encroachments in a single application, which is why a maximum of two applications will be submitted. The EPAP will include the completed Encroachment Permit Application form TR-0100, Letter of Authorization to be coordinated with the Client, project vicinity map, and an exhibit illustrating the planned work limits and proposed access routes. It is not anticipated that engineered traffic control plans will be required for the encroachment permit. Design Professional will review the Encroachment Permit Application Check List form TR-0402 to ensure a comprehensive initial EPAP submittal through the Caltrans District 11 on-line permitting portal (D11.permits@dot.ca.gov). Design Professional will respond to comments received from the Caltrans Permits Office within 5 calendar days to meet the Caltrans Strategic Management

Plan goals for issuance of encroachment permits within 30 days of receipt of complete application packages.

Deliverables: Caltrans Encroachment Permit.

Task 8.2 – Replumb Agreements

It is anticipated that there may be up to three (3) replumbs required as part of this project. Design Professional will prepare detailed design exhibits showing replumb work to be done at each replumbed property. Design Professional will conduct outreach and coordination efforts with property owners to obtain a replumb agreement to enter and perform the work. The City will sign the agreement documents.

Deliverables: Three (3) Replumb Exhibits; Replumb Agreements.

TASK 9 – TRAFFIC CONTROL PLANS

Design Professional will provide D-Sheet temporary traffic control plans for the portions of the project that have over 10,000 ADT. Design Professional will research existing traffic volume data for the pipeline routes and coordinate with the City and/or Caltrans to discuss Traffic Control requirements. Up to twenty-five (25) traffic control plan sheets are anticipated including title sheet, detail sheets, and notes.

Deliverables: 60%, 100%, Final Traffic Control Plans.

TASK 10 – TRENCHLESS UTILITY DESIGN

Design Professional will conduct an analysis of soil conditions and trenchless methods to determine a final alignment and tunneling method for the proposed water line along the paper street portion of F Street. Design Professional will prepare plans and specifications for the trenchless crossing. This scope assumes the test results will specify the soil can be discarded as non-hazardous waste. All transportation of hazardous waste will be executed by the City of San Diego's on-call hazardous materials testing vendor. Design Professional will contact the City if such work is required on the Project.

Deliverables: 60%, 100%, Final Trenchless Plan.

TASK 11 – CORROSION DESIGN

Design Professional will prepare and complete the corrosion control and cathodic protection design services as follows:

- a) Prepare engineering design calculations and cathodic current requirements for new construction of pipelines and buried or submerged metallic components.
- b) Review preliminary drawings prepared by Design Professional and provide redline markups showing locations for anodes, test stations, insulators, etc.
- c) Prepare the 60% cathodic protection design submittal to include cathodic protection detail sheets and specifications.
- d) Respond to 60% review comments and provide a 90% design submittal.
- e) Respond to 90% review comments and provide a 100% Final Design submittal.
- f) Prepare a materials/labor cost estimate for the cathodic protection system design.

Deliverables: 60%, 90%, 100% Cathodic Protection Detail Sheets and Specifications; Cost Estimate for Cathodic Protection System.

TASK 12 – ENVIRONMENTAL SERVICES

Task 12.1 – Biological Reconnaissance Survey

Design Professional biologists will conduct literature research and fieldwork to assess the presence/absence of sensitive biological resources (e.g., species or habitats). The biological survey will be consistent with the most recent versions of the City Guidelines for Conducting Biological Surveys, the San Diego Municipal Code (including Environmentally Sensitive Land Guidelines), the San Diego Municipal Code and Development Code, and the City of San Diego CEQA Thresholds. The survey will be conducted within the project site plus a 100-foot buffer, where feasible. Prior to the field visit, the California Native Plant Society (CNPS) online inventory and the California Natural Diversity Database will be reviewed for past observations of sensitive plants, wildlife, or vegetation in the vicinity. The list of endangered and threatened species under the jurisdiction of the Carlsbad office of the U.S. Fish and Wildlife Service (USFWS) will also be reviewed. During the field visit, the project site will be surveyed to determine vegetation type and quality and the area's potential to support plant or wildlife species considered rare or sensitive by the USFWS, California Department of Fish and Wildlife (CDFW), or CNPS. All plant and wildlife species observed will be recorded, and any special-status species will be recorded and mapped by hand on a hard-copy aerial photo/topographic contour base field map or with the use of a geographic positioning systems (GPS) unit, as appropriate. Vegetation communities will be mapped at a minimum mapping unit of 0.1 acre. During the field visit, the site and buffer will also be assessed for wetlands and non-wetlands waters under the jurisdiction of the U.S. Army Corps of Engineers (USACE), CDFW, Regional Water Quality Control Board (RWQCB), and City, to determine if a formal wetland delineation is warranted. Due to the level of disturbance within the project area and based on preliminary database research, federally listed species are not anticipated to be present. This scope includes one post survey meeting with City staff prior to beginning draft biological technical report to confirm assumptions.

Deliverables: Draft Impact Tables, Photo Documentation, and Figures.

12.1.1 Jurisdictional Delineation

If jurisdictional waters are found during the biological survey, Design Professional biologists will perform a delineation of aquatic resources (wetland and non-wetland waters) to support a Jurisdictional Delineation report. Design Professional will perform an aquatic resource delineation per current regulatory agency requirements and complete Ordinary High-Water Mark (OHWM) Forms and Wetland Delineations Forms per current regulatory standards. Design Professional will also complete any analysis in support of the aquatic resources delineation required by current agency standards, such as acquiring GIS data and taking photographs to meet USACE's Minimum Standards for Acceptance of Aquatic Resources Delineation Reports dated March 16, 2017, or most recent version.

12.1.2 Aquatic Resources Delineation Report

Design Professional will prepare an Aquatic Resources Delineation Report summarizing the results of the jurisdictional delineation. The report shall be prepared to meet USACE's Minimum Standards for Acceptance of Aquatic Resources Delineation Reports dated March 16,

2017, or most recent version. Attachments will include the Preliminary Jurisdictional Determination Form, Ordinary High Water Mark (OHWM) Forms, and Wetland Delineations Form. Flow regime/duration analysis shall also be completed and included within the appendices. Appropriate maps, figures, GIS data and photographs shall be included and completed in accordance with USACE requirements. Separate figures delineating USACE, CDFW, RWQCB, and/or City jurisdiction shall also be included.

Deliverables: Draft Aquatic Resources Delineation Report, Final Aquatic Resources Delineation Report.

Task 12.2 – Biological Technical Report

Design Professional will prepare a Biological Technical Report (BTR) pursuant to the City Biology Guidelines in support of the California Environmental Quality Act (CEQA) document and any required regulatory permits, which will include a description of the field methods used and the results of the biological assessment of the project area. The report will list plant and animal species observed, along with a general description of the plant communities occurring within the project area. If any sensitive resources are found on the site, Design Professional will prepare, and include in the report, a graphic displaying the location of the sensitive plant communities onsite and any sensitive biological resources observed. The report also will contain tables describing sensitive species and their habitats that are present or potentially present, and it will identify and assess project impacts on the existing biological resources, including any sensitive species. The project is not within the City's Multi-Habitat Planning Area, therefore, a discussion of the project's consistency with the City's Multiple Species Conservation Program Sub-Area plan or a consistency determination is not needed. If applicable, mitigation measures will be identified for both temporary and permanent impacts pursuant to state, federal, and City Biology Guidelines. This scope includes up to two (2) rounds of review and comments from Environmental and Permitting Services (EPS).

Deliverables: Draft Biological Technical Report, Final Biological Technical Report.

Task 12.2.1 – Revegetation Plan

Design Professional will prepare a revegetation report with exhibits 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). The report will be prepared by a qualified biologist. The report will include recommendations for a native, regionally appropriate seed mix to be applied to all areas within the project impact area that have been cleared or cut of vegetation. The report will include stipulations for a biological monitor for 25 months after construction as well as success criteria and maintenance activities. This scope of work includes up to 2 rounds of reviews from EPS.

Deliverables: Draft Revegetation Plan, Final Revegetation Plan

TASK 13 – PUBLIC RELATIONS

The Project will require coordination with the community, private property owners, and business groups. Other community members may be identified during the design process that will require coordination by Design Professional. Design Professional will centralize all information on a website that will be updated frequently with the latest Project information.

Design Professional will attend all meetings with the City Project Manager. Design Professional will provide all meeting documents, presentations, handouts, and collateral as well as work closely with the Project Manager to schedule meetings, appointments, and presentations.

Task 13.1 – Public Information Officer and Community Outreach

Design Professional will have a dedicated public information officer (PIO) that is familiar with all aspects of the project. The PIO will be responsible for handling all project-related inquiries and will coordinate with the City as needed to provide appropriate responses to the community and stakeholders. The PIO shall keep the City Project Manager abreast of all community concerns.

Task 13.2 – Community Outreach Meetings

For all community meetings, Design Professional will be responsible for all presentation materials, including fact sheets and displays.

- **Community Kick-off Meeting:** Design Professional will hold a community kick-off meeting to ensure a common understanding of outreach needs and goals. Design Professional will work with City staff and the PIO to develop a draft key stakeholders list for City review and approval.
- **Community Meetings:** Design Professional will schedule and hold regularly occurring meetings with community members to provide project status updates and answer questions. Design Professional will hold up to five (5) community meetings at various design stages (potential stages are the Basis of Design, 30% Design, and/or 60% Design phases). Stakeholder input will be used to develop the final basis of design report.
- **100% Design Presentation:** Design Professional will host up to five (5) public presentations at the 100% Design phase to show stakeholders how their concerns were incorporated into the final design. The public presentations will also be a final opportunity for the community to voice any issues or concerns.

Deliverables: Community Outreach Activities; Community Kick-off Meeting; Up to ten (10) Community Meetings.

Task 13.3 – Community Letters

- **Design Presentation Letter:** Design Professional will mail a letter to community stakeholders describing the Project scope, schedule, budget, benefits, and a summary of the anticipated impact after completion of the Basis of Design Report, and after the 30%, 60%, and 100% design submittals. The letter will ask the community stakeholders if they would like a Project presentation.
- **Follow-up Letter:** Design Professional will mail a follow-up letter at 100% Design to the community planning groups, boards, committees, and other Project stakeholders asking them if they would like an additional presentation.
- **Letter to the Community:** During design, Design Professional will send at least one letter describing the Project scope, schedule, budget, benefits, and a summary of the anticipated impacts to all property owners and residents within 300 feet of the

Project. The stage of design and number of mailings will be determined by Design Professional and the City.

Deliverables: Mailed letters.

TASK 14 – BIDDING SUPPORT

The Design Professional team will provide technical support to the City during the bidding and award phase of the construction packages.

The Design Professional team will attend any pre-bid meetings and pre-bid site visits and respond to any design-related technical questions from potential bidders and suppliers on the Contract documents. Design Professional will assist the City in responding to questions preparing necessary addenda, as well as revising all drawings required for the addenda.

TASK 15 – CONSTRUCTION SUPPORT

The Design Professional team will provide technical support to the City Resident Engineer:

Task 15.1 – Construction Meetings

- Pre-Pre-Construction Meeting: The Design Professional team will attend the meeting to prepare City field staff with key discussion points that will be explained to the contractor in the Pre-Construction Meeting.
- Pre-Construction Meeting: The Design Professional team will attend and participate in the pre-construction conference including a Project site visit. Design Professional's environmental construction monitoring team will attend the project pre-construction meeting and will be prepared to present/assist with the environmental requirements, timelines, and deliverables.
- Construction Progress Meetings: The Design Professional team will attend up to sixty (60) construction progress meetings. Review construction progress and assist the Project manager, as requested (assume 2 meetings each month, assuming a 30-month construction duration).

Task 15.2– Contractor Submittals Review

- The Design Professional team will review Contractor's submittals for conformance to the Contract Documents. Design Professional will review each submittal for conformance with design intent, materials application, design configuration, and overall compatibility with the facility's intended use. 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.
- The Design Professional team will review and evaluate requests for substitution, including or equal submissions on shop drawings. Design Professional will provide a written approval or disapproval for a substitution request.

Task 15.3 – Requests for Information

The Design Professional team will receive each written request for information or clarification (RFI/RFC) from the contractor and will review the request and appropriate section/drawings

of the technical documents. Design Professional will then prepare a written response to the contractor.

Task 15.4 – Change Order Preparation Assistance

The Design Professional team will be required to assist the Resident Engineer in preparing, reviewing, and recommending solutions to some of the complex proposed construction change orders.

Task 15.5 – As-Built Drawings

The Design Professional team will update the original construction plans based on redlines received from the Contractor through the Resident Engineer and create the As-built Drawings. Design Professional will follow City Standards for As-built Mylar Drawings.

Deliverables: As-Built Mylar Drawings.

TASK 16 – ADDITIONAL SERVICES

Task 16.1 – Archaeological Record Search

Design Professional will conduct a cultural records search through the South Coastal Information Center, which serves the City of San Diego area under the California Historical Resources Information System. In addition to a review of previously prepared site records and reports, the records search will also review historical maps of the project area, ethnographies, the National Register of Historic Places (NRHP), the California Register of Historical Resources (CRHR), the California Historic Property Data File, and the lists of California State Historical Landmarks, California Points of Historical Interest, and Archaeological Determinations of Eligibility. As part of the record search, Design Professional will conduct tribal consultation through the California Native American Heritage Commission.

Deliverables: Record Search Letter, Record Search Results.

Task 16.1.1 – Archaeological Pedestrian Field Survey

A pedestrian survey will be performed by Dokken’s team of qualified Archaeologists. The results of the survey findings will be included within a Cultural Resources Inventory Report (CRIR).

Task 16.1.2 – Native American Monitoring

Pursuant to City guidelines, Native American monitoring will be required during all archaeological surveys. Dokken will ensure that qualified Native American monitors are on-site during all pedestrian surveys.

Task 16.2 – Cultural Resources Inventory Report

Cultural surveys and Native American outreach will be required in support of the CEQA document and if any federal regulatory permits are needed. It is assumed that the City will lead the Assembly Bill 52 Native American consultation efforts. Design Professional will prepare a report documenting the results of the record search and include project site surveys to assess the presence or absence of potentially significant prehistoric and historic sites in accordance with CEQA and City regulations and guidelines. The report will meet USACE permitting requirements, including federal Section 106 requirements for Historic Properties. The report will also include compliance with current City of San Diego regulations, including but not limited

to the latest City of Dan Diego Historic Resources Regulation and Guidelines and CEQA Thresholds. This scope includes up to three (3) rounds of review and comments from PW Environmental and Permitting Services (EPS) and then one (1) round of comments from and the Historical Resources Board (HRB).

Deliverables: Draft Cultural Report, Final Cultural Report

Task 16.3 – Resource Agency Permitting Support

Should the results of the jurisdictional delineation determine that the wetland feature is a jurisdictional water of the United State (U.S.), the Project will need to obtain a Section 404 Nationwide Permit from USACE. The City will prepare the Section 404 permit application and submit to USACE. Design Professional will provide support to the City during the Section 404 permitting process and provide all supporting documentation to the permit application, including the Biological Technical Report, Aquatic Resources Delineation Report, Cultural Resources Inventory Report, and all supporting environmental exhibits. The Alternatives Analysis materials in Task 16.3 will also be included as an appendix to the Section 404 permit application to help demonstrate that the proposed pipeline alignment is the Least Damaging Practicable Alternative (LEDPA).

Task 16.4 – Section 404 Alternatives Analysis

Should permanent impacts to the jurisdictional wetland exceed 0.10 acre or should the project not qualify for a Nationwide Permit (not anticipated) an alternatives analysis will be required in support of a Section 404 Letter of Permission. Design Professional will prepare an alternatives analysis with supporting exhibits using information from Task 16.3 to evaluate environmental impacts related to other alternatives to demonstrate that the preferred pipeline alignment is the LEDPA.

Deliverables: Draft and Final Alternatives Analysis Report

Task 16.5 Sensitive Uplands Mitigation Plan

Should the results of the jurisdictional delineation determine that the wetland feature is a jurisdictional water of the U.S., a Sensitive Uplands Mitigation Plan will need to be prepared as an attachment to the Section 404 permit application. The purpose of the Mitigation Plan is to determine an appropriate mitigation approach for temporary and permanent impacts that would occur to the wetland feature as a result of construction. Design Professional will prepare the Mitigation Plan in coordination with the City and USACE using both City Biology Guidelines and USACE acceptable mitigation strategies. Mitigation will include several options, including revegetation on and/or off-site and in-lieu fee payment at a mitigation ratio determined by USACE. Design Professional will send the Mitigation Plan to the City for review prior to submitting the permit application to USACE.

Deliverables: Draft and Final Sensitive Uplands Mitigation Plan

Task 16.6 Irrigation Plan

Design Professional will prepare a plan for temporary irrigation in support of the Mitigation Plan pursuant to City and USACE guidelines.

Deliverables: Draft and Final Temporary Irrigation Plan

Task 16.7 Local Requirements Support

Should geotechnical borings need to occur within the wetland feature, Information Bulletin 560 (IB-560) will need to be submitted as part of the review for impacts per the San Diego Municipal Code (e.g., wetlands and sensitive habitat). Design Professional will provide support to the City during preparation of the IB-560 application package. Design Professional will provide all supporting documentation including the Biological Technical Report, Cultural Resources Inventory Report, and all supporting environmental exhibits.

Task 16.7.1 Geotechnical Native American Monitoring

Should geotechnical borings need to occur, Native American Monitoring will be required during all ground disturbance in support of Information Bulletin 560 (IB-560). Design Professional will ensure that qualified Native American monitors are on-site during all ground disturbance pursuant to City guidelines.

Task 16.8 – Alignment Alternatives Analysis and Value Engineering

Design Professional will develop an alignment alternatives analysis for both water and sewer facilities. This will include two alignment alternatives for both water and sewer. The alternatives analysis will include pros, cons, and rough-order of magnitude (ROM) costs for each alternative, including the base bid (concept plan from the RFP). Design Professional will develop alternatives that can save budget and/or time. Design Professional will prepare an exhibit for each alternative.

Design Professional will coordinate with Public Utilities Department (PUD) and City staff and setup a workshop to discuss the alignment alternatives. The Design Professional team will conduct up to three (3) meetings with PUD to share the findings discussed in the alternatives analysis. PUD will select the preferred alternatives which will be further analyzed and designed for the 30% design submittal.

Deliverables: Alternatives Analysis Matrix and Exhibits.

Task 16.9 – Additional Potholing

This assumes the need for Design Professional to perform an additional twenty (20) potholes along the project alignment.

Task 16.10 – Additional Community Meetings

Design Professional will participate in an additional four (4) community group meetings. This includes all graphics and support materials for the meetings.

Task 16.11 – Additional Bidding Support

Design Professional will provide support to response to an additional RFI's and create additional addenda.

Task 16.12 – Additional Construction Support

Design Professional will provide additional support during construction for the following:

- Responses to additional RFI's.
- Reviews of additional submittals.
- Review and analyzation of an additional change order requests.

- Attendance of additional construction meetings.

SCOPE ASSUMPTIONS AND EXCLUSIONS

- All surveying services necessary to complete the above scope of work to be provided by the City.
- For the geotechnical investigation, it is assumed the project site and subsurface materials are free of environmental contamination or pollution. The scope presented herein do not include assessment, sampling, analysis, or management of suspected contaminated materials during geotechnical borings.
- It is not anticipated that hazardous waste will be encountered as part of the project's construction, and no environmental services have been included for this, including LUSK sites.
- County Recorder fees for recordation of replumb agreements will be paid by the City.
- Jurisdictional agency permit fees will be paid by the City.
- There will be no Caltrans encroachment permit fee for design activities (this is because Caltrans does not charge public agencies encroachment permit fees, and Design Professional will submit the encroachment permit as a representative of the City).
- The City will draft the environmental document.
- The City will draft the Section 404 Permit application if determined to be required.

END OF SCOPE OF SERVICES

COMPENSATION AND FEE SCHEDULE

COMPENSATION AND FEE SCHEDULE

EXHIBIT B

TASK DESCRIPTION	TOTAL COSTS
TASK 1 - PROJECT MANAGEMENT	\$142,060
Task 1.1 - Project Management	\$31,800
Task 1.2 - Meetings and Coordination	\$70,070
Task 1.3 - Prepare/Update Project Schedule & Budget	\$10,390
Task 1.4 - Quality Management (QA/QC Oversight)	\$29,800
TASK 2 - PRELIMINARY STUDIES	\$194,910
Task 2.1 - Utility Research, Field Verification, and Base Mapping	\$37,210
Task 2.2 - Utility Pothing	\$40,190
Task 2.3 - Geotechnical Investigation	\$86,430
Task 2.4 - Corrosion Preliminary Design	\$10,120
Task 2.5 - Basis of Design Report	\$20,960
TASK 3 - UTILITY COORDINATION & RELOCATION	\$35,390
Task 3.1 - Utility Coordination and Meetings	\$13,760
Task 3.2 - Utility Conflict Identification and Resolution	\$21,630
TASK 4 - 30% DESIGN SUBMITTAL	\$171,605
TASK 5 - 60% DESIGN SUBMITTAL	\$194,830
TASK 6 - 100% DESIGN SUBMITTAL (110 Sheets)	\$177,970
TASK 7 - FINAL DESIGN SUBMITTAL (110 Sheets)	\$153,170
TASK 8 - CALTRANS COORDINATION & REPLUMB AGREEMENTS	\$60,410
Task 8.1 - Caltrans Coordination & Encroachment Permit	\$44,300
Task 8.2 - Replumb Agreements	\$16,110
TASK 9 - TRAFFIC CONTROL PLANS (25 Sheets)	\$48,970
TASK 10 - TRENCHLESS UTILITY DESIGN	\$21,870
TASK 11 - CORROSION DESIGN	\$16,310
TASK 12 - ENVIRONMENTAL SERVICES	\$38,985
Task 12.1 - Biological Reconnaissance Survey	\$3,680
Task 12.1.1 Jurisdictional Delineation	\$3,680
Task 12.1.2 Aquatic Resources Delineation Report	\$9,415
Task 12.2 - Biological Technical Report	\$11,830
Task 12.2.1 - Revegetation Plan	\$10,380
TASK 13 - PUBLIC RELATIONS	\$39,635
Task 13.1 - Public Information Officer and Community Outreach	\$15,250
Task 13.2 - Community Outreach Meetings	\$19,660
Task 13.3 - Community Letters	\$4,725
TASK 14 - BIDDING SUPPORT	\$17,760
TASK 15 - CONSTRUCTION SUPPORT	\$121,410
Task 15.1 - Construction Meetings	\$39,170
Task 15.2 - Contractor Submittals Review	\$18,570
Task 15.3 - Requests for Information	\$27,140
Task 15.4 - Change Order Preparation Assistance	\$15,450
Task 15.5 - As-Built Drawings	\$21,080
TASK 16 - ADDITIONAL SERVICES	\$212,040
Task 16.1 - Archaeological Record Search	\$3,100
Task 16.1.1 - Archaeological Pedestrian Field Survey	\$2,800
Task 16.1.2 - Native American Monitoring	\$3,015
Task 16.2 - Cultural Resources Inventory Report	\$13,970
Task 16.3 - Resource Agency Permitting Support	\$5,290
Task 16.4 - Section 404 Alternatives Analysis	\$6,770
Task 16.5 - Sensitive Uplands Mitigation Plan	\$7,920
Task 16.6 - Temporary Irrigation Plan	\$11,880
Task 16.7 - Local Requirements Support (IB-560)	\$11,215
Task 16.7.1 - Geotechnical Native American Monitoring	\$2,665
Task 16.8 - Alignment Alternatives Analysis & Value Engineering	\$33,040
Task 16.9 - Additional Pothing	\$40,210
Task 16.10 - Additional Community Meetings	\$5,540
Task 16.11 - Additional Bidding Support	\$11,725
Task 16.12 - Additional Construction Support	\$52,900
TOTAL COST WITHOUT ADDITIONAL SERVICES TASKS	\$1,435,285
ADDITIONAL SERVICES	\$212,040
TOTAL COST WITH ADDITIONAL SERVICES TASKS	\$1,647,325

TIME SCHEDULE

Task Name	Duration
Golden Hill Improv II Design	1175 days
Contract Award/Notice to Proceed	0 days
Kick-off Meeting	0 days
Task 1 - Project Management	543 days
Task 2 - Preliminary Studies	250 days
Utility Research, Field Verification, and Base Mapping	55 days
Utility Potholing & Reporting	60 days
Geotechnical Investigation Draft	60 days
Final Geotechnical Report	15 days
Corrosion Preliminary Design	20 days
Basis of Design Report	40 days
Task 3 - Utility Coordination and Meetings	170 days
Utility Coordination and Meetings	170 days
Utility Conflict Identification and Resolution	170 days
Task 4 - 30% Design PS&E Submittal	90 days
Prepare 30% Design	50 days
Internal QA/QC	10 days
30% Submittal to City	0 days
30% City Review	30 days
Task 5 - 60% Design PS&E Submittal	100 days
Prepare 60% Design	60 days
Internal QA/QC	10 days
60% Submittal to City	0 days
60% City Review	30 days
Task 6 - 100% Design PS&E Submittal	90 days
Prepare 100% Design	50 days
Internal QA/QC	10 days
100% Submittal to City	0 days
100% City Review	30 days
Task 7 - Final Design PS&E Submittal	45 days
Prepare Final Design	30 days
Internal QA/QC	10 days
Final Design Submittal to City	0 days
Final Design City Review and Approval	5 days
Task 8 - Caltrans Coordination & Replumb Agreements	160 days
Caltrans Coordination & Encroachment Permit	160 days
Replumb Agreements	120 days
Task 9 - Traffic Control Plans	160 days

EXHIBIT C

Task 10 - Trenchless Utility Design	160 days
Task 11 - Corrosion Design	160 days
Task 12 - Environmental Services	200 days
Technical Studies	100 days
Biological Technical Report	80 days
Prepare and Submit Draft	35 days
City Review	20 days
Prepare and Submit Final	20 days
Jurisdiction Delineation	80 days
Prepare and Submit Draft	40 days
City Review	20 days
Prepare and Submit Final	25 days
Archaeological Record Search	80 days
Prepare & Submit Draft	40 days
City Review	25 days
Prepare and Submit Final	20 days
Cultural Report	80 days
Prepare and Submit Draft	40 days
City Review	25 days
Prepare and Submit Final	20 days
Environmental Documentation	100 days
Prepare MND	40 days
Public Circulation of the MND (by City)	30 days
Response to Public Comments (by City)	20 days
Final CEQA Document	15 days
Task 13 - Public Relations	30 days
Public Information Officer and Community Outreach	30 days
Community Outreach Meetings	30 days
Community Letters	30 days
Task 14 - Bidding Support	120 days
Ready to Bid	45 days
Advertise/Bid	25 days
Award Contract	50 days
Task 15 - Construction Support	557 days
Construction	557 days

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

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

CONSULTANT REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

V. **Maintaining Participation Levels.**

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

VI. **Definitions.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VII. Certifications.

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

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

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

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

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

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

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

VIII. List of Attachments.

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

DISCLOSURE OF DISCRIMINATION COMPLAINTS

As part of its proposal, the 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

Consultant Name Dokken Engineering

Certified By John Klemunes, PE Title President

Name


Signature

Date January 27, 2023

USE ADDITIONAL FORMS AS NECESSARY

The City of



EQUAL OPPORTUNITY CONTRACTING (EOC)

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

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

A. 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
[x] Consultant [] Grant Recipient [] Insurance Company [] Other

Name of Company: Dokken Engineering

ADA/DBA:

Address (Corporate Headquarters, where applicable): 110 Blue Ravine Road, Suite 200

City: Folsom County: Sacramento State: CA Zip: 95630

Telephone Number: (916) 858-0642 Fax Number: (916) 858-0643

Name of Company CEO: Richard Liptak, PE

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

Address: 1450 Frazee Road, Suite 100

City: San Diego County: San Diego State: CA Zip: 92108

Telephone Number: (858) 514-8377 Fax Number: (858) 514-8608 Email: jklemunes@dokkenengineering.com

Type of Business: Engineering Consultants Type of License: N/A

The Company has appointed: Camran Sadeghi

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: 110 Blue Ravine Road, Suite 200, Folsom, CA 95630

Telephone Number: (916) 858-0642 Fax Number: (916) 858-0643 Email: csadeghi@dokkenengineering.com

- [x] One San Diego County (or Most Local County) Work Force - Mandatory
[x] 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 Dokken Engineering

(Firm Name)

San Diego, California hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 27 day of January, 20 23

[Signature]
(Authorized Signature)

John Klemunes, PE
(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: Dokken Engineering DATE: January 27, 2023

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

1. 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														
A&E, Science, Computer	1		3	1	1					2	6	1		
Technical			5		3	2					1	3		
Sales														
Administrative Support		1	2		2				1			2		2
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	10	1	6	2	-	-	-	2	8	6	-	2
--------------------	---	---	----	---	---	---	---	---	---	---	---	---	---	---

Grand Total All Employees	39
---------------------------	----

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

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

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

Work Force Report

HISTORY

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

WORK FORCE & BRANCH WORK FORCE REPORTS

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

MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report^{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**
Blue Lake Civil 5480 Baltimore Drive, Suite 215 La Mesa, CA 91942	Curb Ramp Design Sewer Distribution Design	17%	SLBE DBE SB WBE	City of San Diego Caltrans CA DGS CPUC
C Below 14280 Euclid Avenue Chino, CA 91710	Potholing	3%	N/A	N/A
NOVA Services, Inc. 4373 Viewridge Avenue, Suite B San Diego, CA 92123	Geotech	6%	SLBE SBE DVBE	City of San Diego CA DGS CA DGS
RF Yeager Engineering Inc. 1016 Broadway, Suite A El Cajon, CA 92021	Cathodic Protection	3%	SLBE DBVE	City of San Diego CA DGS

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* |

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: City of San Diego

2. Name of Specific Consultant & Company: Dokken Engineering
3. Address, City, State, ZIP: 1450 Frazee Road, Suite 100, San Diego, Ca. 92108

4. Project Title (as shown on 1472, "Request for Council Action"): Golden Hill Improv II – B22091 B22093

5. Consultant Duties for Project: Design and Construction Support

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,
Acting Deputy Director

7/05/23
[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.

CITY OF SAN DIEGO CONSULTANT PERFORMANCE EVALUATION

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

Section I PROJECT INFORMATION

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

Section II SPECIFIC RATINGS

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

**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 Golden Hill Improv II (H2226113)

B. BIDDER PROPOSER INFORMATION

Dokken Engineering, Inc.

Legal Name	San Diego	DBA	
1450 Frazee Road, Suite 100		CA	92108
Street Address	City	State	Zip
Dan Nutter, PE, Project Manager	858-514-8377	858-514-8608	
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.

Dan Nutter, PE	Project Manager
Name	Title/Position
San Diego	
City and State of Residence	Employer (if different than Bidder/Proposer)
Less than 1% ownership	
Interest in the transaction	

John A Klemunes, Jr., PE	President
Name	Title/Position
Folsom, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
Less than 1% ownership	
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: 06/20/1986 State of incorporation: California

List corporation's current officers:

President: John A. Klemunes, Jr.
Vice Pres.: Juann Ramos, Matthew Griggs, Bradley Dokken, Cathy Chan

Secretary: Cathy Chan

Treasurer: Bradley Dokken (CFO)

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: mm/dd/yyyy State of formation: _____

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

Partnership

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

List names of all firm partners:

Sole Proprietorship Date started: mm/dd/yyyy

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

Joint Venture Date formed: mm/dd/yyyy

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

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

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Name of Bank: JP Morgan/Chase

Point of Contact: Zachary Erickson

Address: 1415 L Street, Suite 650, Sacramento, CA 95814

Phone Number: 916-491-3348

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: Matt Veverka - (619) 533-5192

Contact Email: Mveverka@sandiego.gov

Address: 525 B Street, Suite 750, San Diego, CA92101

Contract Date: On-going

Contract Amount: \$390,000

Requirements of Contract: Alternatives Analysis and PS&E

Company Name: Universiy of California, San Diego

Contact Name and Phone Number: Roland Bartsch - (858) 246-0795

Contact Email: rbartsch@ucsd.edu

Address: 10280 N. Torrey Pines Road, Suite 470, San Diego, CA 92037

Contract Date: 2017 - 2019

Contract Amount: \$831,320

Requirements of Contract: Preliminary Engineering and PS&E

Company Name: City of San Diego

Contact Name and Phone Number: Alejandra Gonzalez - (619) 533-5155

Contact Email: AGonzalezNav@sandiego.gov

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

Contract Date: On-going

Contract Amount: \$7.3 Million

Requirements of Contract: Preliminary Engineering, PS&E, Right of Way

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: Blue Lake Civil _____

Contact Name and Phone Number: Maggie Witt - (857) 253-8684 _____

Contact Email: Maggie.Witt@BlueLakeCivil.com _____

Address: 5480 Baltimore Drive, Suite 215, La Mesa, CA 91942 _____

Contract Date: N/A _____

Contract Amount: N/A _____

Requirements of Contract: Curb Ramp Design, Sewer Distribution Design _____

What portion of work will be assigned to this subcontractor: 17% _____

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

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

K. STATEMENT OF AVAILABLE EQUIPMENT:

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

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

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

Pledge of Compliance Initial submission.

OR

Update to prior Pledge of Compliance dated mm/dd/yyyy

Complete all questions and sign below.

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

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

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

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

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

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

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

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

John A. Klemunes, Jr., President  January 27, 2023
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.

F. PERFORMANCE HISTORY

Explanation of "Yes" Answer to Question F.3

Dokken Engineering entered into a settlement agreement with the City of Dinuba in September 2021. City of Dinuba had alleged breach of contract because Dokken Engineering did not accept a tender of defense from the City. Full details of the specific circumstances are below:

Dokken Engineering provided professional engineering design services and right-of-way acquisition services to the City of Dinuba for the Avenue 416/El Monte Way Widening Project from Road 56 to Road 92 from 2009 through the end of construction in 2017. At the end of construction, the City of Dinuba was sued by Papich Construction Co., Inc., the construction contractor, for delay damages. In 2018, the City of Dinuba tendered the defense to Dokken Engineering, citing a duty to defend clause in the agreement between Dokken and Dinuba.

Dokken denied the tender, citing contract language that did not require an upfront duty to defend when it was the negligence of others (mainly the contractor and the construction management (CM) firm) that caused the underlying delay damages. The City hired the CM firm to manage construction and keep things on schedule and it was their failures in construction management which led to the delays. The agreement between the City and Dokken stated:

"Consultant shall not be responsible for damages or be in default or deemed to be in default by reason of delay or faulty performance by the City ... or by reason of any other delays beyond consultant's control or for which consultant is without fault."

The City of Dinuba settled with Papich Construction in 2018 and then sued Dokken Engineering and the construction management firm for breach of contract for not accepting the tender of defense. Dokken Engineering maintains it had justification for denying the tender as it did not cause the delays and the contract language provided for such a response.

The case settled in 2021, with the construction management firm paying 88% of the settlement and Dokken paying the other 12%.

J. STATEMENT OF SUBCONTRACTORS

Company Name: C Below
 Contact Name and Phone Number: Keith Choi - (909) 993-1370 x212
 Contact Email: Keithc@cbelow.com
 Address: 14280 Euclid Avenue, Chino, CA 91710
 Contract Date: N/A
 Sub-Contract Dollar Amount: N/A
 Requirements of Contract: Potholing
 What Portion of work will be assigned to this subcontractor: 3%
 Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? No

Company Name: NOVA Services, Inc.
 Contact Name and Phone Number: Andrew Neuhaus - (619) 922-6889
 Contact Email: Aneuhaus@usa-nova.com
 Address: 4373 Viewridge Avenue, Suite B, San Diego, CA 92123
 Contract Date: N/A
 Sub-Contract Dollar Amount: N/A
 Requirements of Contract: Geotech
 What Portion of work will be assigned to this subcontractor: 6%
 Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? Yes

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, Suite A, El Cajon, CA 92021
 Contract Date: N/A
 Sub-Contract Dollar Amount: N/A
 Requirements of Contract: Cathodic Protection
 What Portion of work will be assigned to this subcontractor: 3%
 Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? Yes

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

John A. Klemunes, Jr., PE, President
 Print Name, Title


 Signature

January 27, 2023
 Date