

 ORIGINAL

**AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND
DOKKEN ENGINEERING
FOR
DESIGN OF PALM AVENUE INTERSTATE 805 INTERCHANGE
CONTRACT NUMBER: H207138**

Document No. RR-313293-2
Filed NOV 10 2020
Office of the City Clerk
San Diego, California

TABLE OF CONTENTS

**ARTICLE I
DESIGN PROFESSIONAL SERVICES**

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

**ARTICLE II
DURATION OF AGREEMENT**

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

**ARTICLE III
COMPENSATION**

3.1	Amount of Compensation	3
3.2	Additional Services.....	4
3.3	Manner of Payment	4
3.4	Additional Costs	4
3.5	Eighty Percent Notification.....	4

**ARTICLE IV
DESIGN PROFESSIONAL'S OBLIGATIONS**

4.1	Industry Standards.....	4
4.2	Right to Audit.....	4
4.3	Insurance	5
4.4	Subcontractors.....	7
4.5	Contract Records and Reports.....	8
4.6	Non-Discrimination Requirements	9
4.7	Drug-Free Workplace	9
4.8	Title 24/Americans with Disabilities Act Requirements.....	10
4.9	Product Endorsement.....	10
4.10	Conflict of Interest	10
4.11	Mandatory Assistance.....	11
4.12	Compensation for Mandatory Assistance.....	11
4.13	Attorney Fees related to Mandatory Assistance.....	11

4.14	Energy Conservation Specifications	11
4.15	Notification of Increased Construction Cost	12
4.16	Sustainable Building Policy.....	12
4.17	Design-Build Competition Eligibility	12
4.18	Storm Water Management Discharge Control.....	12
4.19	ADA Certification.....	13
4.20	Prevailing Wage Rates	13

**ARTICLE V
RESERVED**

**ARTICLE VI
INDEMNIFICATION**

6.1	Indemnification	15
6.2	Design Professional Services Indemnification and Defense	15
6.3	Insurance	16
6.4	Enforcement Costs	16

**ARTICLE VII
MEDIATION**

7.1	Mandatory Non-binding Mediation.....	16
7.2	Mandatory Mediation Costs.....	16
7.3	Selection of Mediator.....	16
7.4	Conduct of Mediation Sessions	16

**ARTICLE VIII
INTELLECTUAL PROPERTY RIGHTS**

8.1	Work For Hire.....	17
8.2.	Rights in Data	17
8.3	Intellectual Property Rights Assignment.....	17
8.4	Moral Rights.....	17
8.5	Subcontracting	17
8.6	Publication Design.....	18
8.7	Intellectual Property Warranty and Indemnification.....	18
8.8	Enforcement Costs	18

**ARTICLE IX
MISCELLANEOUS**

9.1	Notices	18
9.2	Headings	18
9.3	Non-Assignment.....	18
9.4	Independent Contractors	18
9.5	Design Professional and Subcontractor Principals	18
9.6	Additional Design Professionals or Contractors.....	19
9.7	Employment of City Staff.....	19
9.8	Covenants and Conditions.....	19

9.9	Compliance with Controlling Law	19
9.10	Jurisdiction	19
9.11	Successors in Interest	19
9.12	Integration	19
9.13	Counterparts	19
9.14	No Waiver	19
9.15	Severability	20
9.16	Municipal Powers.....	20
9.17	Drafting Ambiguities	20
9.18	Conflicts Between Terms.....	20
9.19	Design Professional Evaluation.....	20
9.20	Exhibits Incorporated	20
9.21	Survival of Obligations	20
9.22	Contractor Standards	20
9.23	Equal Benefits Ordinance	20
9.24	Public Records.....	20
9.25	Equal Pay Ordinance	21

DESIGN PROFESSIONAL AGREEMENT EXHIBITS

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

**AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND 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 Palm Avenue Interstate 805 Interchange [Project].

RECITALS

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

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

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

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

**ARTICLE I
DESIGN PROFESSIONAL SERVICES**

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

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

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

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

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

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

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

ARTICLE II DURATION OF AGREEMENT

2.1 Term of Agreement. This Agreement shall be effective on the date it is executed by the last Party to sign the Agreement, and approved by the City Attorney in accordance with San Diego Charter Section 40. Unless otherwise terminated, this Agreement shall be effective until completion of the Scope of Services or for no more than sixty (60) months, whichever is the earliest. Any extension beyond sixty (60) months will require City Council approval via Ordinance.

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

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

2.4 Delay. If delays in the performance of the Professional Services are caused by unforeseen events beyond the control of the Parties, such delay may entitle the Design Professional to a reasonable extension of time, but such delay shall not entitle the Design Professional to damages or additional compensation. Any such extension of time must be approved in writing by the City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the Design Professional's work; inability to obtain

materials, equipment, or labor; required additional Professional Services; or other specific reasons agreed to between the City and the Design Professional; provided, however, that: (a) this provision shall not apply to, and the Design Professional shall not be entitled to an extension of time for, a delay caused by the acts or omissions of the Design Professional; and (b) a delay caused by the inability to obtain materials, equipment, or labor shall not entitle the Design Professional to an extension of time unless the Design Professional furnishes the City, in a timely manner, documentary proof satisfactory to City of the Design Professional's inability to obtain materials, equipment, or labor.

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

2.6 City's Right to Terminate for Convenience. The City may, at its sole option and for its convenience, terminate all or any portion of the Professional Services agreed to pursuant to this Agreement by giving written notice of such termination to the Design Professional. Such notice shall be delivered by certified mail with return receipt for delivery to the City. The termination of the Professional Services shall be effective upon receipt of the notice by the Design Professional. After termination of this Agreement, the Design Professional shall complete any and all additional work necessary for the orderly filing of documents and closing of the Design Professional's Professional Services under this Agreement. For services satisfactorily rendered in completing the work, the Design Professional shall be entitled to fair and reasonable compensation for the Professional Services performed by the Design Professional before the effective date of termination. After filing of documents and completion of performance, the Design Professional shall deliver to the City all drawings, plans, calculations, specifications and other documents or records related to both the Project and to the Design Professional's Professional Services on the Project. By accepting payment for completion, filing and delivering documents as called for in this paragraph, the Design Professional discharges the City of all of the City's payment obligations and liabilities under this Agreement.

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

ARTICLE III COMPENSATION

3.1 Amount of Compensation. The 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 \$2,198,058.00. The compensation for the Scope of Services shall not exceed \$1,925,434.00, and the compensation for Additional Services (described in Section 3.2), if any, shall not exceed \$272,624.00.

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

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

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

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

ARTICLE IV DESIGN PROFESSIONAL'S OBLIGATIONS

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

4.2 Right to Audit.

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

4.2.2 Audit. The City's Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that the City determines are necessary to discover

and verify that the Design Professional or Subcontractor is in compliance with all requirements under this Agreement.

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

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

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

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

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

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

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

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

4.3.1.2 Commercial Automobile Liability. For all of the Design Professional's automobiles including owned, hired and non-owned automobiles, the Design Professional shall keep in full force

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

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

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

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

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

4.3.3 Acceptability of Insurers.

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

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

4.3.4 Required Endorsements.

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

4.3.4.1 Commercial General Liability Insurance Endorsements.

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

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

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

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

4.3.4.3 Aircraft Liability Insurance Endorsements

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

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

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

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

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

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

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

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

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

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

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

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

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

4.5 Contract Records and Reports.

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

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

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

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

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

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

4.6 Non-Discrimination Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.10.2 The Design Professional shall establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the

appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business, or other relationships.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Design Professional or unregistered subcontractor(s) on ALL public works until the unregistered Design Professional or unregistered subcontractor(s) is registered. Failure to observe a stop order is a misdemeanor.

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

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

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

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

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

**ARTICLE V
RESERVED**

**ARTICLE VI
INDEMNIFICATION**

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

6.2 Design Professional Services Indemnification and Defense.

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

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

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

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

ARTICLE VII MEDIATION

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

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

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

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

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

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

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

7.4.1 Both Parties must have an authorized representative attend the mediation. Each representative must have the authority to recommend entering into a settlement. Either Party may have

attorney(s) or expert(s) present. Upon reasonable demand, either Party may request and receive a list of witnesses and notification whether attorney(s) will be present.

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

ARTICLE VIII INTELLECTUAL PROPERTY RIGHTS

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

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

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

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

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

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

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

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

ARTICLE IX MISCELLANEOUS

9.1 Notices. In all cases where written notice is required under this Agreement, service shall be deemed sufficient if the notice is deposited in the United States mail, postage paid. Proper notice shall be effective on the date it is mailed, unless provided otherwise in this Agreement. For the purpose of this Agreement, unless otherwise agreed in writing, notice to the City shall be addressed to: Engineering & Capital Projects Department, c/o Negin Afagh, MS 908A, 525 B Street, San Diego, CA 92101, and notice to the Design Professional shall be addressed to: Dokken Engineering, Mark Tarrall, PE, 1450 Frazee Road, Suite 100, San Diego, CA 92108, mtarrall@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: Mark Tarrall, Darwin Cruz, Mary Elizabeth Westrum and Charles Tornaci [Project Team]. Accordingly, performance of Professional Services under this Agreement may not be delegated to other members of the Design Professional's organization or to Subcontractors without the prior written consent of the City. It is mutually agreed

that the members of the Project Team are the principal persons responsible for delivery of all Professional Services and may not be removed from the Project Team without the City's prior written approval. Removal of any member of the Project Team without notice and approval by the City may be considered a default of the terms and conditions of this Agreement by the Design Professional. In the event any member of the Project Team becomes unavailable for any reason, the City must be consulted as to any replacement. If the City does not approve of a proposed replacement, the City may terminate this Agreement pursuant to section 2.6 of this Agreement. Further, the City reserves the right, after consultation with the Design Professional, to require any of the Design Professional's employees or agents to be removed from performance of the Scope of Services.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor, pursuant to Resolution Number RP310293-2, authorizing such execution, and by the Design Professional pursuant to Dokken Engineering's signature authority document.

29 I HEREBY CERTIFY I can legally bind Dokken Engineering and that I have read all of this Agreement, this day of October, 2020.

By 
John Klemunes, PE
President

Dated this 12th day of January, 2021.

THE CITY OF SAN DIEGO
Mayor or Designee

By 
Frank A. Romero
Acting Principal Contract Specialist
Engineering & Capital Projects

I HEREBY APPROVE the form of the foregoing Agreement this 15th day of January, 2021.

MARA W. ELLIOTT, City Attorney

By 
Deputy City Attorney

DESIGN PROFESSIONAL AGREEMENT EXHIBITS

SCOPE OF SERVICES

Scope of Services

Project Background

The City of San Diego (City), in cooperation with the California Department of Transportation (Caltrans), proposes modifications to improve traffic operations and alleviate future traffic congestion at the Interstate 805 (I-805)/Palm Ave Interchange and improve bicycle and pedestrian circulation along Palm Avenue within the project limits.

The project is located along I-805 in the southern limits of the City of San Diego, approximately 3 miles from the US border with Mexico. Palm Avenue is a major arterial street within the City of San Diego, serving as one of three primary east-west connections between the communities of Otay Mesa and Imperial Beach. Within the project limits, existing Palm Ave is a 4-lane major street with back-to-back dual left turn lanes at the intersections with the I-805 ramps. The I-805/Palm Ave interchange is a spread diamond configuration with signalized ramp intersections and no ramp metering for the northbound or southbound freeway on ramps.

Task 1 Project Management

Project Management includes in-person meetings, presentation of work products, development and monitoring of action items, monthly schedule updates, monthly progress reports, work progress monitoring, budget monitoring, coordination, and communication.

The Design Professional's Project Manager will work closely with the City Project Manager and inform the City Project Manager of all project activities.

Task 1.1 Project Management Plan

The Design Professional's Project Manager will monitor and control the effort and progress of the proposed scope of services through project invoicing and progress reporting, review of actual earnings vs earned value, project delivery risk assessment, and deliverable tracking.

Progress Reports will include a discussion of items/decisions, recommendations to address issues, budget status, and anticipated work for the following month. The progress report will be submitted with the monthly invoice.

The Design Professional's Project Manager is responsible for maintaining cost control for each task, including sub-consultants. The Design Professional will incorporate project controls in management of scope, schedule, and budget, for the project through a monthly assessment of earned value to budget and schedule, as directed by the City.

All items that appear on the project schedule will be summarized in a "Deliverables Matrix" prepared at the beginning of the project. The list shows the work item, the date it is due, who is responsible for the task, and the date it was completed. The Project Deliverables Matrix will be updated regularly and reviewed at the monthly Project Development Team (PDT) Meetings.

Deliverables: *Monthly Progress Reports and Invoices, Actual Earnings vs Earned Value Summary, Deliverables Status Matrix, Weekly Status Update Email to the City*

Task 1.2 Meetings and Coordination

A project “kick-off” meeting will be held following the Notice to Proceed. This meeting will include representatives from the City of San Diego, Caltrans, the Design Professional, and sub-consultants. The primary meeting objectives will be to present the project, its goals, review the project scope and action item list, review the draft project delivery schedule, and identify key project issues.

Monthly PDT meetings will be held with City staff, Caltrans and other representatives, as necessary, to discuss project issues and work progress. The Design Professional will prepare the meeting agenda in consultation with the City Project Manager, distribute the agenda one week prior to the meeting, arrange for appropriate participants to attend, and prepare and distribute the meeting minutes to the participants within five working days after the meeting. An “Action Item List” will also be prepared for meeting follow-up, which will be reviewed and updated at every PDT meeting. It is anticipated that 24 PDT meetings will be held for this phase of the project.

Coordination – Close contact will be maintained between the Design Professional Project Manager, all sub-consultants, the City Project Manager, and project personnel. The Design Professional Project Manager will act as the principal liaison between City Staff, the Design Professional and the subconsultant team.

Communication – Effective communication through in-person visits, focus meetings, telephone calls and e-mails to the City will be performed to discuss specific project items by the Design Professional Project Manager. Regular communication with team members, the City and other agency personnel will be facilitated through the Design Professional Project Manager.

Status meetings will be held as needed with City and Caltrans staff, and other representatives to discuss project items and work progress for a total of ten (10) meetings. Status meetings will be held at the City offices or via conference call.

Deliverables: *Meeting Agendas, Meeting Minutes, Action Items List, Power Point Presentations, Miscellaneous Meeting Materials (Exhibits, Handouts, etc.)*

Task 1.3 Prepare and Update Project Schedule

The Design Professional will prepare and maintain a detailed Project Delivery Schedule, in Critical Path Method (CPM) format, through completion of the Final Engineering Phase of the project. The milestone project schedule will be broken down by logical tasks consistent with the scope of work and with enough detail to track project progress. The schedule will include realistic estimates of review periods by other agencies for tasks, such as reports, plans, permits, and coordination. The schedule will be submitted to the City for review/approval and will be updated monthly.

Deliverables: *Project Delivery Schedule*

Task 1.4 Quality Management (Quality Assurance / Quality Control)

The Design Professional will prepare a Quality Assurance/Quality Control Process Memorandum for the project to summarize QA/QC general criteria, company policy guidelines, staff duties and responsibilities, QA procedures, and QC deliverables.

The QA/QC Engineer will perform a quality review of all project deliverable items. This review includes all products prepared by subconsultants. In addition, the Design Professional Project Manager will be responsible for the quality control for all products submitted to the City and Caltrans. This two-tier QA/QC level of effort ensures a high-quality product.

Each submittal to the City will be accompanied by a transmittal memo. Any review comments received will be summarized, a Design Professional response will be prepared, and the required corrections made. Each and every comment will be addressed, and the required corrections will be made.

Deliverables: *Quality Assurance/Quality Control Process Memorandum, QC Records for Major Deliverables (Reports, Plans, Specification, and Engineer's Estimate), Submittal Memos*

Task 1.5 Level 2 Risk Register

Delivery Directive PD-09, effective July 1, 2012, states that risk management shall be applied to all capital and major maintenance projects for which the Department has delivery responsibility. The project has a Risk Register Scalability Level of 2, as defined in the Caltrans Project Risk Management Handbook, and a Risk Register with qualitative analysis is required. The Risk Register must receive certification from the Deputy District Directors prior to project Log-in.

The Design Professional will review the Level 2 - Risk Register developed during the PA/ED Phase (Attachment W of the Final Project Report). The Project Manager and Project Engineer shall facilitate and attend three (3) meetings to identify new risks, assess new risks, and update risk assessment and risk response for previously identified risks. It is assumed that the risks identified, and quantitative risk assessment will be recorded in the Risk Register by the District Risk Management Coordinator. The District Management Coordinator will also produce the Risk Probability Curves (i.e. Cost Risk Curve and Schedule Risk Analysis), as defined in the Project Risk Management Handbook.

Deliverables: *Level 2 Risk Register, Facilitate and Attend Three (3) Risk Register Workshops*

Task 1.6 Agreements and Permits

The Design Professional will prepare the attachments, and supporting documentation for permitting of topographic surveying, potholing, geotechnical exploration, and general site visits required in support of the final design effort. The City will prepare and process encroachment permit application that will cover the prime Design Professional and the sub-consultants performing work within the state property.

Deliverables: *Supporting Attachments and Documentation for the Caltrans Encroachment Permit for Design Services prepared by the City*

Task 2 Design Survey and R/W Engineering

Task 2.1 Aerial Mapping and Design Survey

The Design Professional will complete an aerial orthophoto topographic survey covering the project limits along Palm Ave from Firethorn Street to Dennery Road and along I-805 from 1000 ft south of the northbound I-805 off ramp exit point to 1000 feet north of the southbound I-805 off ramp exit point. The aerial survey will extend 500 feet east and west of the Palm Avenue interim improvements limits. The aerial survey will extend 100 feet north and south of the Palm Avenue roadway centerline and 50 feet beyond the Caltrans right of way line to ensure complete project coverage. Topographic mapping will be developed at a 50-scale with 2-foot contours.

The Design Professional will complete a supplemental design survey and obtain survey shots for existing pavement, curb/gutter, sidewalk, utility, bridge, barrier, and retaining wall features along Palm Ave and along the I-805 freeway ramps. Supplemental ground survey on Palm Avenue will include shots at existing driveway aprons and sidewalk conforms and will extend 10 feet beyond the public street right of way on the north and south sides of the street. Supplemental ground survey on I-805 will include shots on freeway ramp gore areas and existing bridge abutments, soffits, bents, and slope paving areas. Design Professional

will access, dip and measure, and obtain survey shots on existing storm drain and sanitary sewer manholes within the project limits.

Design Professional will combine the aerial topographic mapping with the supplemental ground survey to develop a Digital Terrain Model surface for final engineering design. Design Professional will obtain a Caltrans Encroachment Permit for survey work within the state property.

Aerial and ground design survey will be tied to City of San Diego benchmark and Caltrans primary control points and based horizontally on the North American Datum of 1983 (NAD83); and vertically on the North American Vertical Datum of 1988 (NAVD88). All survey files shall be prepared in accordance Caltrans CADD Standards and the Plans Preparation Manual .

Deliverables: *Orthophoto Topographic Mapping in CADD (MicroStation V8), Design Survey in CADD (MicroStation V8), XML Digital Terrain Model Surface*

Task 2.2 R/W Mapping and Record of Survey

The Design Professional will research available existing right of way mapping to establish parcel boundaries, coordinate with Caltrans to obtain information for the access control right of way lines, and develop a land net base map with existing easements/encumbrances plotted. The Design Professional will perform field reconnaissance to locate existing property corners and tie found monuments to project control. The land net base will serve as the basis for subsequent right of way coordination by City personnel. A Record of Survey (ROS) map will be prepared and processed to record the new City right of way boundary. For the purpose of this scope, the ROS map is assumed to cover all pre-construction monument record and monument preservation needs for the project.

Deliverables: *Land Net Base Map (Base R/W File) in CADD (MicroStation V8), Record of Survey Per Section 8762(b)(4)*

Task 2.3 R/W Acquisition Mapping

The Design Professional will review the project design to determine the right of way requirements in the form of permanent fee takes, permanent easements, and temporary easements necessary for construction, maintenance, and operation of the proposed I-805/Palm Avenue project improvements. The right of way requirements for the project will be depicted on a comprehensive right of way requirements map.

The Design Professional will prepare eight (8) plat maps and legal descriptions required to support final right of way acquisitions for this project. Four plat maps and legals will be prepared for the permanent acquisitions and four will be prepared for the temporary construction easements.

Deliverables: *R/W Requirements Map, 8 Plat Maps and Legal Descriptions (4 Permanent R/W Acquisitions and 4 Temporary Construction Easements)*

Task 3 Utility Coordination and Relocation

Task 3.1 Utility Coordination Meetings

The 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 California American Water Company, SDG&E electric transmission, SDG&E electric distribution, SDG&E gas distribution, AT&T California (telephone), and Cox Communications (cable TV). The Design Professional will coordinate with representatives from each of the utility companies for review and approval of utility relocation schematic designs and/or protection measures.

One (1) utility focus meeting will be held each month with all owners in attendance for a total of twelve (12) meetings during Final 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 through utility certification. Meetings will be attended by three (3) Design Professional and subconsultant employees at an assumed meeting duration of 2 hours. Meetings will be scheduled, facilitated and meeting summaries with action items will be developed as a follow up to each meeting. Coordination with the City of San Diego for Water and Sewer relocations are included in the design tasks below.

Deliverables: *Utility Coordination Meeting Agendas, Utility Coordination Meeting Summaries*

Task 3.2 Utility Base Mapping

The Design Professional will examine the project site and review available record drawings to ascertain existing conditions. The Design Professional will review and update the preliminary utility base mapping developed in the Final Project Report using record information provided by the affected utility owners and the City of San Diego, field reconnaissance notes and photographs, and available utility mark-out. Utility as-built research will be conducted at the City of San Diego's Maps & Records to identify city owned facilities within the project limits along Palm Ave and I-805. Water, Sewer and Storm facilities will be researched. Access to the City's electronic as-built data base will streamline records research. The existing utility base mapping will be refined, as needed, based on the survey information and results of Subsurface Investigation Report, as described under Task 4.4. A copy of the utility data obtained from utility owners will be provided to the City.

Deliverables: *Utility Base Mapping in CADD (MicroStation V8), Copies of Record Information from Utility Owners*

Task 3.3 Utility Potholing

The Design Professional will prepare a utility pothole plan for up to 20 potholes, including a list of utilities to be potholed and location map with access identified, for the City's review and approval. The Design Professional will be responsible for coordination with utility owners for standby during potholing, as needed, and Dig Alert.

The Design Professional will prepare and secure all permits and right of entries from applicable agencies, including Caltrans and the City of San Diego, to obtain permission to enter property and conduct work. The Design Professional will be responsible for payment of fees and inspection costs, if any. The Design Professional will prepare and secure permission to enter from private property owners to conduct work, as necessary.

The Design Professional will be responsible for traffic control measures, BMP measures, all required training for work within the applicable right-of-way, payment of prevailing wages, and other requirements as identified in the contract. Pothole operations will be performed by a qualified contractor.

For each pothole location a depth measurement will be taken after the depth measurement, each potholed location will be backfilled. Suitable markers will be placed at each location such that a survey crew can locate markers at a later date. The markers will be PK nails in pavement areas and a survey stake in non-paved areas. Depth measurements will be made to the top of the PK nail or the survey stake.

The Design Professional will develop a Subsurface Investigation Report to include utility owner, type, size, station along Palm Ave or I-805, coordinates, depth from the marker to top of pipe or duct package,

surveyed elevation of the marker, calculated top of pipe or duct package elevations, and estimated bottom of pipe or duct bank elevation at each location. The Design Professional will be responsible for providing the City with the surveyed elevation and coordinates of the marker. The report will also include a photograph of each location.

Deliverables: *Utility Pothole Plan, Pothole Permitting Packages, Right of Entry Letters, Utility Potholing Field Log, Survey Data for Pothole Markers (Civil 3D Points File), Subsurface Investigation Report*

Task 3.4 Utility Conflict Identification and Resolution

The Design Professional will review the project design against the existing utility base mapping and identify potential utility conflicts. The 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 of San Diego, Caltrans and utility company representatives, and inclusion in the Request for Liability Letters to owners.

The Design Professional to coordinate utility relocations 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. The Design Professional will make recommendations to the utility owners regarding relocation strategies based on the proposed project design, including but not limited to the alignment, stage construction and utility work windows, scheduling, and special provisions. The Design Professional will prepare conceptual/schematic utility relocation exhibits to aid in the coordination of the draft and final utility relocation plans to be prepared by the utility owner. Conceptual utility relocation exhibits will include plan views of the proposed relocations as well as cross sections where needed.

Deliverables: *Utility Conflict Identification Matrix, Utility Conflict Identification Maps, Conceptual/Schematic Utility Relocation Exhibits*

Task 3.5 Utility Service Connections

The Design Professional will coordinate with SDG&E regarding power service needs for the project. Two new service points are assumed for this scope of work. The Design Professional will compile and provide new electrical service information necessary to prepare the applications for power service, including site plans, requested meter locations, and service sizing requirements (supply voltage, maximum current, etc.). Prior to development of electrical lighting and signaling systems required for the project, the Design Professional will obtain information from SDG&E regarding readily available electric supply voltages so the lighting circuits can be designed to match the supply voltage without an on-site transformer.

The Design Professional will meet with SDG&E's City of San Diego new business liaison and others to follow up on the development of service orders, construction orders, and application for service. The Design Professional will review and confirm SDG&E final new service designs are accurately sized to function properly with the project design, constructible, and will not conflict with other project improvements.

Deliverables: *New Electrical Service Point Exhibits, Detailed Electrical Load Calculations, SDG&E Applications for Power Service*

Task 3.6 Report of Investigation

The Design Professional will review the liability information provided by the utility owners, compile correspondence, agreements, and documentation supporting all liability findings, and will complete the Report of Investigation (ROI). The ROI will be completed in accordance with the Caltrans Right of Way Manual and Caltrans Project Development Procedures Manual.

Deliverables: *Report of Investigation and Supporting Documentation*

Task 3.7 High/Low Risk Utility Assessment

The Design Professional will evaluate each potential utility conflict and classify as low or high-risk facilities for the project, per Caltrans requirements. The High/Low Risk Utility Assessment will be completed in accordance with the Caltrans Construction Contract Development Guide, Caltrans Right of Way Manual and Caltrans Project Development Procedures Manual.

Deliverables: *High/Low Risk Facility Assessment Memorandum*

Task 3.8 Encroachment Policy Exception

The Design Professional will coordinate, prepare, and obtain Caltrans approval for an Encroachment Police Exception (EPE). This scope includes an EPE for two City of San Diego water mains and an SDG&E electric handhole. The Design Professional will respond to and address comments for two submittals. Two meetings with Caltrans are included in this task.

Deliverables: *Approved EPE for City of San Diego Water Mains, Approved EPE for SDG&E Electrical Handhole*

Task 3.9 Utility Certification

Based on the results of Tasks 4.1 through 4.9, the Design Professional will develop a statement to support the right of way utility certification milestone for the project, which will be signed/sealed by the Design Professional Project Engineer. Utility Certification will cover all known utilities within the project limits and document proposed protection measures for utilities planned for protection in place, conflict verification through positive location, recommended relocation strategies for conflicting utilities, timing for construction, and a statement that the project meets the Caltrans policy requirements for each conflict.

Deliverables: *Utility Certification*

Task 4 Geotechnical Studies

4.1 Preliminary Foundation Reports

The Design Professional will produce a Preliminary Foundation Reports (PFR for the bridge widening and non-standard retaining wall. The purpose of the PFR is to provide checked preliminary geologic and geotechnical recommendations needed for Type Selection process. This PFR will be prepared using the available subsurface data and the format will be in accordance with the current Caltrans Guidelines. The PFR shall provide, but not be limited to, the following:

- Project Description and Location
- Summary of Site Geology and Site Conditions
- Ground Water information
- Scour Evaluation
- Corrosion Evaluation
- Preliminary Seismic Data and Recommendations
- As-Built Foundation Data
- Preliminary Foundation Recommendations
- Additional Field Work and Laboratory Testing

Deliverables: *Preliminary Foundation Reports in PDF format*

4.2 Geotechnical Design Report (GDR)

The Design Professional will prepare a Geotechnical Design Report (GDR). The purpose of the GDR is to provide the geotechnical recommendations required to produce a complete Caltrans PS&E package. A GDR is to be prepared for all projects that involve designs for cut slopes, embankments, earthwork, landslide remediation, standard plan retaining walls, standard plan sound walls, overhead signs, changeable message signs, groundwater studies, erosion control features, sub-excavation, and any other studies involving geotechnical investigations and engineering geology. The GDR requires enough site investigation, including test borings, soundings and/or geophysics, to characterize geologic and geotechnical conditions for the project in accordance with Caltrans standards. The GDR uses information collected during the site investigation to provide recommendations that support both the design and construction of the project. The GDR shall provide, but not be limited to, the following:

- Description of the project
- Summary of existing facilities and proposed improvements
- Summary of pertinent reports and investigations
- Physical setting – Discussion of site exploration
- Summary of geotechnical testing
- Geotechnical and geological conditions
- Geotechnical analysis and design
- Groundwater
- Material sources
- Material disposal
- Construction considerations
- Recommendations and specifications

Deliverables: *Geotechnical Design Report (GDR) in PDF format*

4.3 Foundation Report

The Design Professional will produce a Foundation Report (FR for the bridge widening and for the non-standard retaining wall. The purpose of the FR is to provide the required geologic and geotechnical recommendations needed to produce a complete Structures PS&E. The FR provides geotechnical design and construction recommendations for bridge/retaining wall. Site-specific soil borings will be drilled, and subsurface information will be collected to prepare the FR. The FR shall provide, but not be limited to, the following:

- Project Description and Location
- Summary of Site Geology and Site Conditions
- Ground Water
- Scour Evaluation
- Corrosion Evaluation
- Seismic Data and Recommendations
- As-Built Foundation Data
- Foundation Recommendations
- Slope Stability Analyses
- Construction Considerations

Deliverables: *Foundation Report in PDF format*

4.4 Materials Report

The Design Professional will prepare a Materials Report to recommend pavement structural sections. Materials Report may be issued using the site-specific soil information collected and good engineering judgment. Accurate traffic projections and design designations are required for the Materials Report. Materials Reports must document the sources of information used and assumptions made.

Deliverables: *Materials Report*

Task 5 Roadway 35% Design

5.1 Proposed Geometrics Review

The Design Professional will gather information and background data pertinent to the project area. Data includes, but is not limited to, the following:

- A record search of as-built plans for nearby roadway and flood control
- Alignment files and existing survey data from Caltrans
- Project geometry prepared for the Project Report
- An inventory and evaluation of existing pedestrian facilities

After review of all the existing data, the Design Professional will conduct field investigations to confirm as-built and topographic data and obtain general field data as it affects the project. Using the collected data, the Design Professional will review and validate the preliminary design, recommend design improvements to the preliminary geometric design, and generate a CADD Base Map.

Design Professional will develop roadway geometrics for the proposed roadway widening, intersection improvements, ramp modifications, curb ramps, and driveway modifications. Constraints include existing topography, overhead and underground utilities, drainage facilities, pedestrian circulation, roadway conforms, and adjacent private properties.

Deliverables: *Base Geometric CADD Files*

5.2 Geometric Approval Drawing

Design Professional will prepare a Geometric Approval Drawing (GAD). The purpose of the GAD is to identify if the proposed design meets the requirements of the Highway Design Manual (HDM), establish a project base map and formally confirm that the design meets the operational needs of the facility. Design Professional will prepare a GAD in strip plot format. The Design Professional will utilize the Design Information Bulletin (DIB) 78-04, Design Checklist, when developing and verifying project geometrics. The GAD submittal package will include typical cross sections, plan view exhibits, profiles, superelevation diagrams, a signature block and a traffic volumes diagram as described below in accordance with the Design Information Bulletin 78-04, Design Checklist for the Development of Geometric Plans.

Base Geometrics - Design Professional will prepare a base geometric exhibit that includes all geometric data required to construct the project. Geometric curve data shall be organized in a data table. A legend and abbreviations list will be prepared. The Design Professional will evaluate conform locations and prepare truck turning template exhibits.

Typical Cross Sections - Design Professional will refine the previously developed typical cross sections, for freeway lanes, ramps and arterial road improvements that include original ground, traveled way, shoulders, cut/fill slopes, retaining walls, existing/proposed right of way, and existing/recommended pavement structural sections.

Profile/Superelevation Diagrams - Design Professional will refine the previously developed profile and superelevation diagrams, for freeway, ramp and arterial road improvements that include original ground, profile grade information and superelevation data.

Preliminary Drainage Design - Design Professional will prepare a drainage design for the project to a 35% completion level. The drainage features shall include the plan design of all proposed systems required for the project, including any necessary bioswales and/or basins.

Right of Way Requirements Map - Design Professional will prepare a right of way requirements map. The map shall identify easements and acquisitions.

Deliverables: *Draft and Final Geometric Approval Drawing*

5.3 35% Engineer's Estimate

The Design Professional will prepare quantity calculations based on the GAD geometrics. The quantities will be based on estimated quantities and calculations, using a contingency of 25%. Quantities will be calculated using the roadway design software and checked using hand calculations and the design plans. Unit prices will be estimated from recently advertised Caltrans, City, or regional project bid results. Final estimate format shall confirm to standard Caltrans estimating system, CT 11- page estimate format or BEES. Design Professional will prepare list of items for Caltrans to input into Caltrans Basic Engineering Estimate System (BEES).

Deliverables: *35% Engineer's Estimate*

Task 6 Structures Type Selection

6.1 Bridge Site Data Submittal

The Design Professional will obtain and review the as-built drawings of the existing bridge structure and perform site surveys as necessary to determine existing conditions and topography and to establish or verify construction survey controls. Before beginning the structural design, the Design Professional will prepare and deliver the required number of copies of the completed Bridge Site Data Submittal Package to Caltrans for review.

Deliverables: *Bridge Site Data Submittal Package & Boring Plan for Palm Ave Overcrossing*

6.2 Type Selection Package

The Design Professional will produce, submit, and present the Type Selection Report for the Palm Avenue Overcrossing Bridge widening. Design Professional will schedule, facilitate, and document a Type Selection Review Meeting, in Sacramento, to discuss and provide information on foundation and falsework requirements, proposed seismic design criteria, aesthetics, traffic handling, and other pertinent information related to bridge design, construction and maintenance. The Type Selection Report will contain a General Plan, General Plan Estimate, Foundation Plan, Type Selection Report, Project Seismic Design Criteria, and supporting documentation for seismic strategies and associated costs.

The Design Professional will develop a Bridge General Plan bridge widening and special design retaining walls, and a draft Foundation Plan for the bridge widening. The General Plan will show the plan, profile, and typical section views. Denoted on these views will be utility locations on the bridge, column sizes, barrier types, lighting, aesthetic treatments, slope protections and lane/shoulder widths.

In addition, the Design Professional will prepare Foundation Plan Sheets showing existing utilities with resolutions to any utility conflicts. A Bridge Deck Drainage Report will be prepared and submitted for review.

Deliverables: *Type Selection Report, General Plan; General Plan Estimate; Draft Foundation Plan; Type Selection Meeting Review Summary*

Task 7 Roadway 65% Plans, Specifications, and Estimate

7.1 65% Roadway Plans

Design Professional will prepare the roadway plans (1"=50') for the 65% submittal. The submittal will be comprised of a quality control review. All plan sheets will be prepared in accordance with Caltrans Highway Design Manual (HDM), Caltrans Plans Preparation Manual (PPM), and City design standards. The plans will be prepared for use with latest Caltrans and City of San Diego Standard Plans and Standard Specifications. The plans will be prepared in English Units and delivered in MicroStation and AutoCAD Civil 3D per the latest Caltrans CADD Standards.

After receipt of all comments from the City and Caltrans review groups on the GAD, the Design Professional will prepare plan sheets and further develop and refine the design to include construction details, drainage profiles and details, traffic handling, and pavement signing and striping. Design Professional will coordinate with City and Caltrans staff to resolve the comments and questions raised by City/Caltrans staff on the 35% submittal. Responses to comments will be documented in a Comment Resolution Matrix and included with the 65% submittal.

It is anticipated the Roadway PS&E submittals will consist of the following sheet types:

Sheet Description

Title Sheet
 Typical Sections
 Key Map and Line Index
 Layout
 Profile/Superelevation
 Construction Detail
 Temp Water Pollution Control
 Erosion Control
 Contour Grading
 Drainage Design
 Utility
 Construction Area Signs
 Stage Constructions
 Pavement Delineation
 Signs
 Summary of Quantity
 Planting
 Irrigation
 Electrical

Additional information regarding the plans is described below.

Construction Details - This task includes preparing 65% level Construction Details for detailed ADA compliant curb ramps design, ADA-related facilities within the project limits, and other details as needed.

Utility Plans - This task includes preparing 65% level utility plans, which will include the utility base mapping prepared in Task 4.3. In addition, this task assumes relocating the existing 24-inch City of San Diego water main with associated structures and incorporating water connections for landscaping/irrigation features.

Landscaping & Architectural Treatment - The Design Professional will develop plans and details for planting and irrigation improvements adjacent to the roadway widening and ramps, within the bridge embankment, and stormwater treatment areas. In addition, the Design Professional will review and provide input on aesthetic and architectural treatments shown on the roadway plans retaining walls, and bridge as described in the Final Environmental Document.

Erosion Control - All disturbed soil will be treated with permanent erosion control such as plant material, mulch, jute netting, or cobble/rock.

Electrical Plans - Design Professional will prepare electrical plan sheets to include the following: lighting and sign illumination, City Street Lighting, Signal Interconnect and Details, Traffic Signal (northbound and southbound ramps), Ramp Metering, and Electrical Details and Quantities.

Preliminary Draft Cross Sections - Design Professional shall prepare Preliminary Draft Cross Sections for review before the 65% Constructability Review meeting.

Deliverables: *65% Roadway Plans*

7.2 Special Provisions and Standard Plan Lists

The Design Professional will provide a list of roadway and structure non-standard Special Provisions required on the project to assist Caltrans with preparing the project Special Provisions. In addition, the Design Professional will review the Standard Plan List included in the Special Provisions and highlight the applicable standard plans for the project.

Deliverables: *Non-Standard Special Provisions List and Standard Plan List*

7.3 65% Roadway Engineer's Estimate

The Design Professional will prepare an Engineers Estimate of construction costs to be inputted into the Caltrans BEES format, based on detailed quantity takeoffs and current unit prices. A 25% contingency will be applied.

Deliverables: *65% Roadway Engineer's Estimate*

7.4 Draft Hydrology and Hydraulic Report

The Design Professional will prepare a Hydraulics Report to document the hydrology and hydraulic analysis based on Caltrans and City standards. The report will provide a detailed discussion of the existing conditions, post-project drainage patterns and conditions, results of the on-site hydraulic analyses and any issues of special concern or significance. Caltrans and the City will provide or agree to assumed boundary conditions utilized in the hydraulic analysis for connections to existing drainage systems.

Deliverables: *Draft Hydrology/Hydraulic Report*

7.5 Draft Storm Water Data Report (SWDR)

The Design Professional will develop a long-form PS&E-level SWDR in accordance with the latest Caltrans Project Planning and Design Guide (PPDG) for the portion of the project that is within Caltrans right-of-way. Compliance with Caltrans Statewide National Pollutant Discharge Elimination System (NPDES) Permit (Order 2012-0011-DWQ) will be documented in the Storm Water Data Report (SWDR). The SWDR will include, but not limited to:

- A description of the project and the major engineering features
- A preliminary estimate of the Total Disturbed Soil Area (DSA), New Impervious Surface (NIS) Area, and Post Construction Treatment Area (PCTA)
- A determination of Risk Level and requirement for Treatment BMPs
- A discussion of the stormwater quality issues specific to this project
- A description of the design pollution prevention BMPs
- A description of the permanent treatment BMPs, if required
- A description of the maintenance and construction site BMPs
- SWDR Summary Spreadsheets
- Maps and exhibits

This scope assumes that Rapid Stability Assessment is not applicable to this project and will not be required.

Additionally, if needed, Design Professional will prepare the Standard Development Project Forms in accordance with the City's Storm Water Standards. The following Forms will be prepared (if needed):

- Storm Water Requirements Applicability Checklist (Form DS-560)
- Source Control BMP Checklist for Standard Projects (Form I-4A)
- Site Design BMP Checklist for Standard Projects (Form I-5A)

It is assumed that the project is classified as a Standard Development Project with less than 5,000 square feet of new or replaced impervious surfaces for the redevelopment of Palm Avenue within City right of way. The forms would be submitted for comments at the 100% milestone and will be finalized with the Final PS&E milestone submittal.

Deliverables: *Draft SWDR and BMP Quantities/Estimate*

7.6 Draft Traffic Management Plan

Design Professional will prepare a Draft Traffic Management Plan (TMP). The TMP shall address development of a public awareness campaign, proper identification of detour routes and lane closures, scheduling of construction activities during off-peak hours, emergency access, development of traffic contingency plans and other factors related to traffic management during construction. A Lane Closure Request Form will be included with the Draft TMP.

Deliverables: *Draft Traffic Management Plan, Lane Closure Request Form*

7.7 Conceptual Construction CPM Schedule

Design Professional will prepare a Conceptual Construction Critical Path Method (CPM) Schedule using MS Project with the 65% design submittal. The schedule shall identify major project components and construction activities affecting the project critical path, through completion of construction. The Conceptual CPM Schedule shall be the basis for anticipated working days used to assess TMP strategy pricing.

Deliverables: *Construction CPM Schedule*

7.8 65% Plan Safety and Constructability Review

The Design Professional will prepare for and attend the 65% Plan Safety and Constructability Review Workshop held by Caltrans.

Deliverables: *Plan Safety and Constructability Review Matrix*

Task 8 Structures 65% Plans, Specifications, and Estimate

8.1 65% Structures Plans

Design Professional will perform the structures design work in accordance with AASHTO LRFD Bridge Design Specifications, 8th Edition with Caltrans Amendments, Bridge Design Details Manual, Bridge Design Aids, Bridge Memos to Designers, Caltrans Seismic Design Criteria (SDC), and Caltrans Office of Special Funded Projects – Information and Procedures Guide.

Design Professional will prepare the design plans and calculations in accordance with Caltrans Bridge Design Manuals, incorporating recommendations from the Structure Foundation Report, environmental documents, and permit requirements. A full set of detailed bridge plans will be prepared.

The detailed bridge and wall plans will be quality checked against the 65% roadway, drainage, lighting, and utility plans to ensure compatibility with grading, utilities and conduits in the bridge and bridge lighting details.

Deliverables: *65% Unchecked Structures Plans*

8.2 65% Structure Engineer's Estimate

The Design Professional will continue to refine the quantities and cost estimate generated at the 35%/Type Selection submittal.

Deliverables: *65% Structures Engineer's Estimate*

Task 9 Combined Roadway and Structures 90% PS&E

9.1 90% Plans

After receipt of all comments from the City and Caltrans review groups on the 65% plan set, Design Professional will update the plan set and the engineer's estimate based on the comments received on the 65% design submittal. Response to comments will be documented in a Comment Resolution Matrix and included with the 90% submittal.

Deliverables: *90% Plans and Response to Comments Matrix*

9.2 90% Special Provisions and Standard Plan Lists

The Design Professional will review the non-standard Special Provisions list and Standard Plan list prepared for the 65% submittal and update if necessary.

Deliverables: *Non-Standard Special Provisions List and Standard Plan List*

9.3 90% Engineer's Estimate

The Design Professional will continue to refine the project cost estimate based on changes in design, changes in bid prices, and comments received to-date.

Deliverables: *90% Roadway Engineer's Estimate; 90% Structures Quantity Summary Sheets and Engineer's Estimate*

9.4 90% Hydrology/Hydraulic Report

The Design Professional will prepare the 90% Hydrology/Hydraulic Report to reflect changes in the design and address comments received to-date.

Deliverables: *2nd Draft Hydrology/Hydraulic Report*

9.5 90% SWDR

The Design Professional will prepare the 90% SWDR to reflect changes in the design and address comments received to-date.

Deliverables: *2nd Draft SWDR*

9.6 90% Traffic Management Plan

The Design Professional will prepare the 90% TMP to reflect changes in the design and address comments received to-date.

Deliverables: *2nd Draft Traffic Management Plan*

9.7 90% Construction CPM Schedule

As part of the 90% submittal, Design Professional will prepare the Project Construction Schedule using MS Project showing critical path and method. The schedule shall determine impacts during construction, determine the number of working days, and assist in the development of the TMP.

Deliverables: *Construction CPM Schedule*

9.8 Draft Survey Review Submittal

The Design Professional will develop a comprehensive draft survey review submittal in compliance with the District 11 Survey File Checklist: Required components include:

- Centerline and station-line alignments and profiles for all new and existing roadways, ramps, detours, and maintenance access roads.
- Civil3D alignments and profiles for all new drainage systems.
- Civil3D alignments and profiles for all new curb returns.
- Coordinate geometry for all proposed right-of-way and easements.
- Civil3D alignments and profiles for all new structural systems, including retaining walls, sound walls, bridge abutments and wing walls, columns and bents, and edge of deck.
- Civil3D alignments and profiles for new water and sewer lines.
- Coordinate geometry for sign foundations and barrier layout lines.

The Design Professional shall complete the Survey File Checklist for submittal with the draft survey review package. Slope Staking Note (SSN) listings and corresponding design roadway cross-sections will not be included at the draft submittal.

Deliverables: *Draft Survey Review Submittal*

9.9 90% Structures Design Calculations

The Design Professional will prepare the bridge design, detailing all elements of the bridge and complete the full design with a set of stamped calculations prepared by a Registered California Professional Engineer.

Deliverables: *Structures Design Calculations*

9.10 90% Structures Independent Check

The Design Professional will complete an independent design check for the structures performed by a Registered California Professional Engineer completely independent from the designer. The design checker will prepare a complete set of design check calculations to verify the capacity of all substructure and superstructure elements. All structure plan details will be reviewed by the check engineer for completeness and accuracy. A thorough review of the details will be performed for clarity, capacity, standards, and constructability issues. When the independent check is complete, the checker and designer will compare their results and resolve any differences. The calculations will be corrected so that they agree substantially with each other. Agreement is then reached regarding corrections to the plans. After plan corrections, both the designer and checker will review the corrected details to ensure all concerns have been addressed.

Deliverables: *Independent Structures Check Calculations; Comment and Response Matrix; Design Professional Quality Control Statement*

9.11 90% Plan Safety and Constructability Review

The Design Professional will prepare for and attend the 90% Plan Safety and Constructability Review Workshop held by Caltrans.

Deliverables: *Plan Safety and Constructability Review Matrix*

Task 10 Combined Roadway and Structures Log-in Submittal

10.1 Log-In Plans

After receipt of all comments from the City and Caltrans review groups on the 90% plan set, Design Professional will update the plan set based on the comments received on the 90% design submittal. The Design Professional will gain concurrence from the Caltrans Functional Groups by completing the Project Log-in Submittal Sheet. Once the project is ready for the "Log-in Submittal Review," the Design Professional will resolve comments from the District Office Engineer branch to obtain a "Log-in Acceptance Date." Response to comments will be documented in a Comment Resolution Matrix and included with the Log-in submittal.

Deliverables: *Log-In Plans for District Circulation; Log-In Checklist; Response to Comments Matrix*

10.2 Log-in Special Provisions and Standard Plan Lists

The Design Professional will review the non-standard Special Provisions list and Standard Plan list prepared for the 90% submittal and update if necessary.

Deliverables: *Non-Standard Special Provisions List and Standard Plan List*

10.3 Log-In Engineer's Estimate

The Design Professional will continue to refine the project cost estimate based on changes in design, changes in bid prices, and comments received to-date.

Deliverables: *Log-in Engineer's Estimate for District Circulation*

10.4 Draft Hydrology/Hydraulic Report

The Design Professional will update the Draft Hydrology/Hydraulic Report to reflect changes in the design and address comments received to-date.

Deliverables: *3rd Draft Hydrology/Hydraulic Report*

10.5 Draft SWDR

The Design Professional will update the Draft SWDR to reflect changes in the design and address comments received to-date.

Deliverables: *3rd Draft SWDR*

10.6 Draft Traffic Management Plan

The Design Professional will update the Draft TMP to reflect changes in the design and address comments received to-date.

Deliverables: *3rd Draft Traffic Management Plan*

10.7 Construction CPM Schedule

The Design Professional will update the 90% Construction CPM Schedule to reflect changes in the design and address comments received to-date.

Deliverables: *Construction CPM Schedule*

10.8 Draft Survey Slope Staking Notes and Design Cross-Sections

The Design Professional shall attend up to two (2) meetings with the Caltrans District 11 Surveys Department to review and reconcile comments received on the draft survey review deliverables. The Design Professional shall respond to comments on the draft survey review package and provide revised deliverables reflective of the Log-in level design. Design Professional shall develop draft Slope Staking Note (SSN) listings and corresponding design cross-sections at 25-foot intervals along all new or modified roadway alignments, detours, curb returns, and drainage systems to support field staking and construction.

Deliverables: *Draft Slope Staking Notes and Survey Deliverables Package*

10.9 Quality Control Statement

The Design Professional will prepare a Quality Control Statement and Checklist per Caltrans format. The memorandum and checklist will be signed and stamped by the Structures Project Engineer responsible for verifying that all late changes, review comments, and independent check comments have been vetted and resolved.

Deliverables: *Quality Control Statement and Checklist*

Task 11 District Circulation

11.1 PS&E District Circulation Support

Once the Caltrans Contract Engineer prepares a "draft contract" using the plans, BEES, Standards, SSPs item lists, and other items, the project will be "circulated" in the District for review. The Design Professional will assist the District Office Engineer branch and other functional units to resolve concerns

brought up during District Circulation. The Design Professional will meet with the Caltrans functional groups to clear comments on the PS&E. In addition, the Design Professional will clear comments on the SWDR and Hydrology/Hydraulic Report. Finally, the Design Professional will review the special provisions developed by Caltrans for concurrence and provide necessary comments. The Project will conform with environmental commitments and geotechnical, materials, and structural section reports. A review will be performed of the Final TMP, permit approvals, and aesthetics. A District Circulation Review Comment Matrix will be prepared to track all comments and ensure they are all cleared.

Deliverables: *District Circulation Review Comment Matrix*

Task 12 Combined Roadway and Structures Final PS&E

12.1 Final Plans

After receipt of all comments from the City and Caltrans review groups, the Design Professional will prepare and package the final plans. The plans will be checked for accuracy and completeness and will incorporate any changes to the other roadway plans that may have been updated or modified. Response to comments will be documented in a Comment Resolution Matrix and included with the Final submittal. Upon approval, the Design Professional will provide signed plans to be incorporated into the bid package. The Design Professional will prepare the necessary revisions to obtain final approval of the submittal.

Deliverables: *Final Plans, Comment Resolution Matrix and signature block to add signature to final plans*

12.2 Final Special Provisions and Standard Plan Lists

The Design Professional will review the final Special Provisions prepared by Caltrans for consistency with the plans and estimate and will update and finalize the Standard Plan List.

Deliverables: *Final Standard Plan List*

12.3 Final Engineer's Estimate

The Design Professional will finalize the project cost estimate based on changes in design, changes in bid prices, and comments received to-date.

Deliverables: *Final Engineer's Estimate; Final Structures Quantity Summary Sheets*

12.4 Final Hydrology/Hydraulic Report

The Design Professional will respond to comments received to-date and prepare the Final Hydrology/Hydraulic Report. The Final Hydrology/Hydraulic Report will be signed and stamped by a Registered California Professional Engineer.

Deliverables: *Final Hydrology/Hydraulic Report*

12.5 Final SWDR

The Design Professional will respond to comments received to-date and prepare the Final SWDR. The Final SWDR will be signed and stamped by a Registered California Professional Engineer.

Deliverables: *Final SWDR*

12.6 Final Traffic Management Plan

The Design Professional will respond to comments received to-date and prepare the Final TMP. The Final TMP will be signed and stamped by a Registered California Professional Engineer.

Deliverables: *Final Traffic Management Plan*

12.7 Final Construction CPM Schedule

The Design Professional will finalize the Construction CPM Schedule based on changes in design and comments received to-date.

Deliverables: *Final Construction CPM Schedule*

12.8 Final Slope Staking Notes and Design Cross Sections

The Design Professional shall attend up to two (2) meetings with the Caltrans District 11 Surveys Department to review and reconcile comments received on the draft SSN listings and design cross sections. The Design Professional shall revise the SSN listings and design cross-sections to address comments from Surveys and re-submit the Final SSN listings and design cross-section package.

Deliverables: *Final Slope Staking Notes and Design Cross Sections*

12.9 Resident Engineer's Pending

The Design Professional will prepare a Resident Engineer's File per Caltrans requirements with all design information pertinent to assist construction management personnel. The file will contain the project quantities, estimate, notes about any unique issues the Resident Engineer should be aware of, utility coordination, agreements, easements, and design calculations. The information will be compiled in PDF format for easy reference.

Deliverables: *Resident Engineer's File; Four Scale Deck Contour Plot*

12.10 PS&E Certification

The Design Professional will assist the City and Caltrans with the preparation of the draft contract bid documents and obtain the necessary approvals to be granted RTL Certification.

Deliverables: *PS&E Certification*

Task 13 Ready to List Package

13.1 RTL Package

The Design Professional will provide support to the City of San Diego and Caltrans District 11 as the Ready to List (RTL) requirements (applicable design, right of way, environmental, regulatory, and statutory conditions) are validated and have been met. This milestone will be met once the Caltrans District 11 Plans Branch and Office Engineer have concurred that the project is District Draft Contract Ready. This task includes support from the Design Professional for final revisions to the Final PS&E package and SSNs as required to achieve completeness and accuracy of the final contract documents.

Deliverables: *Ready to List Package*

Additional Services

Task 14 Value Engineering

The Design Professional will review the plans for constructability and consistency between all disciplines (right-of-way, roadway, drainage, utilities, signals and lighting, retaining walls, and bridge design) upon completion of the 65% PS&E. The Design Professional will evaluate potential cost reduction proposals focusing on adjustments to the design for proposed improvements to promote protecting existing utilities

in place, use of pavement rehabilitation techniques in place of full structural section replacements, alternative retaining wall types to improve constructability, and optimized drainage and water quality systems to minimize excavation costs.

The Design Professional will facilitate Value Engineering (VE) for the I-805/Palm Avenue Interchange design. Value Engineering will include two 4-hour workshops, one as a first order of business and a second after the 65% design submittal. VE workshops will be attended by the Design Professional Project Manager, Project Engineer, Civil Engineering subject matter expert (VE lead), and a VE coordinator and will include City staff and appropriate Caltrans functional group representatives. The Design Professional will coordinate the development of VE concepts to be completed by subject matter experts and will coordinate with City staff to evaluate recommendations and prepare a report of VE recommendations. Ultimately City staff will make decisions on design recommendations. The Design Professional will prepare an Initial VE Summary Memorandum to document the results of the VE Workshops and a VE Summary Report based on the results of the full VE analysis.

Deliverables: *Initial Constructability Review, Two (2) VE Workshops, VE Summary Memorandum, VE Summary Report*

Task 15 Supplemental Traffic Operations Report

If design changes warrant updated traffic analysis, the Design Professional will develop a Supplemental Traffic Operations Report to document any study updates that are necessary. The Design Professional will utilize the same study area intersections as in the previously approved Traffic operations Analysis Report completed in November 2014. It is anticipated that three scenarios will be studied including no build, existing, and final design scenario. The Design Professional will complete the following items:

- Obtain new traffic counts for existing conditions
- Update existing traffic operations at study area intersections
- Evaluate traffic operations on I-805 and Palm Avenue
- Prepare Supplemental Traffic Operations Report

The approved Traffic Evaluation with Class IV Bikeways Report (January 2017) analyzed implementing exclusive bicycle phases for the eastbound and westbound directions only. It assumed that bicycles would be served by the standard pedestrian signal phases in the northbound and southbound directions. Between Main Street and Palm Avenue, bicycles are allowed on the I-805 freeway shoulders due to a lack of nearby parallel north-south routes. In order for bicycles to enter/exit the Class IV facility from the southbound off-ramp and northbound on-ramp, left-turns will need to be provided at the northbound and southbound ramp intersections. The Design Professional will develop a Supplemental Traffic Evaluation of Class IV Separated Bikeways Report to document how operations will work when providing an exclusive bicycle phase in the northbound and southbound directions at the ramp intersections. The Design Professional will utilize the same study area intersections as in the previously approved report. It is anticipated that three scenarios will be studied including normal operations and exclusive bicycle/pedestrian phases. The Design Professional will help determine what operations are appropriate for the ramp signals. The Design Professional will complete the following items:

- Update Intersection Analysis for normal operations, exclusive bicycle phases, and exclusive pedestrian phases
- Evaluate intersection LOS and Delay
- Evaluate queuing on ramps

A Draft and Final Supplemental Traffic Operations Report and Evaluation of Class IV Separated Bikeways will be completed based on the evaluation.

Deliverables: *Draft and Final Supplemental Traffic Operations Report and Evaluation of Class IV Separated Bikeways*

Task 16 Public Outreach

Task 16.1 Project Exhibits and Meeting Materials

The Design Professional will support City staff in preparing meeting materials and providing presentations to the Otay Mesa Planning Group, Otay-Mesa Nester Planning Group, and/or the City Council. Team members will be present to address any technical questions and/or provide specific information regarding the final engineering design and technical studies. The Design Professional will prepare all necessary materials, including the sign-in sheet, exhibits, handouts, and comment cards for the public meetings. All planning group and City Council meeting materials and exhibits will be sent to the City for review and approval prior to distribution to the public.

Deliverables: *Public Meeting Exhibits, Meeting Handouts, Comment Cards, and PowerPoint Presentations*

Task 16.2 Visual Simulation

The Design Professional shall prepare a 3D model of the proposed project and immediate surrounding area in Rhino. Using the Rhino model, up to two (2) still images will be taken from various vantage points.

Deliverables: *3D Model and Still Images*

Task 17 Design Standard Decision Document

The Design Professional will review the Design Standard Decision Document (DSDD) prepared for the Project Report, complete the DIB 78-03 Design Checklist, and analyze additional design exceptions not previously identified. If additional design exceptions are identified, Design Professional will document any design deviations from Caltrans or City standards. Any exceptions to Caltrans or City standards will be addressed by noting the standard, explaining the deviation, explaining why the deviation is necessary, and what it would take to meet the standard. The design exception will be stamped and signed by a Registered California Professional Engineer. This task assumes one set of review comments on the Draft Design Exception before submitting the Final Design Exceptions for signature approval.

Deliverable: *Review the Design Standard Decision Document prepared for the Project Report, one set of review comments on the Draft Design Exception before submitting the Final Design Exceptions for signature approval.*

Task 18 Revalidation of Environmental Studies

As part of this scoping effort, Dokken Engineering has reviewed the Initial Study with Mitigation Negative Declaration and Environmental Assessment prepared for the I-805/Palm Avenue Interchange Improvement Project. At this time there are no inconsistencies between the proposed preliminary design and what is analyzed in the CEQA/NEPA environmental document. During the final design, right-of-way, and utility coordination processes however, it is common for design changes to be needed that were not considered during the environmental document phase. The most common types of design changes that could require a revalidation of the environmental studies and document are expansion of the environmental study area or design changes that would affect the environmental impacts discussed in the document. Dokken Engineering will provide the City with environmental support to update the project's

environmental technical studies and CEQA/NEPA joint environmental document if any such design changes are determined to be necessary during the preparation of this project's final design. This scope of work anticipates only minor design changes that can be updated through a routine Caltrans format Environmental Revalidation Form and would not require major updates to the environmental technical studies or recirculation of the environmental document to the public.

Deliverable: *CEQA/NEPA Revalidation Form, Technical Study Update Memoranda.*

Task 19 Other Additional Services

The Design Professional may provide additional engineering services as requested by the City that are outside the contract scope.

COMPENSATION AND FEE SCHEDULE

DESIGN OF PALM AVENUE INTERSTATE 805 INTERCHANGE

TASK DESCRIPTION	Dokken Engineering															TOTAL HOURS	OTHER DIRECT COST	TOTAL COST
	Principal in Charge	Project Manager	Roadway Senior Engineer	Roadway Associate Engineer	Roadway Assistant Engineer	Structures Senior Engineer	Structures Associate Engineer	Structures Assistant Engineer	Senior Environmental Planner	Associate Environmental Planner	Environmental Planner	Senior CADD	CADD Drafter	QA/QC Manager				
	\$252	\$223	\$181	\$133	\$95	\$190	\$133	\$95	\$157	\$119	\$90	\$157	\$114	\$204				
Task 1 PROJECT MANAGEMENT	1	204	322	196	20	80	6	12						200	1,041		\$189,932	
1.1 Project Management Plan	1	58	58			8									125		\$25,204	
1.2 Meetings and Coordination		96	140	100		40									376		\$67,648	
1.3 Prepare and Update Project Schedule		24	48												72		\$14,040	
1.4 Quality Management		20	64	44		32	6	12						200	378		\$70,714	
1.5 Risk Register		4	8	32											44		\$6,596	
1.6 Agreements and Permits		2	4	20	20										46		\$5,730	
Task 2 DESIGN SURVEY AND R/W ENGINEERING																		
2.1 Aerial Mapping and Design Survey																		
2.2 R/W Mapping and Record of Survey																		
2.3 R/W Acquisition Mapping																		
Task 3 UTILITY COORDINATION AND RELOCATION		2	2	8											12		\$1,872	
3.1 Utility Coordination Meetings		2	2	8											12		\$1,872	
3.2 Utility Base Mapping																		
3.3 Utility Potholing																		
3.4 Utility Conflict Identification and Resolution																		
3.5 Utility Service Connections																		
3.6 Report of Investigation																		
3.7 High/Low Risk Utility Certification																		
3.8 Longitudinal Encroachment Exception																		
3.9 Utility Certification																		
Task 4 GEOTECHNICAL STUDIES																		
4.1 Preliminary Foundation Reports																		
4.2 Geotechnical Design Report																		
4.3 Foundation Reports																		
4.4 Materials Report																		
Task 5 ROADWAY 35% DESIGN		17	51	123	218	7	4	7					30		457		\$56,038	
5.1 Proposed Geometrics Review		6	10	18	28	4									66		\$8,962	
5.2 Geometric Approval Drawing		9	36	85	160								30		320		\$38,448	
5.3 35% Engineer's Estimate		2	5	20	30	3	4	7							71		\$8,628	
Task 6 STRUCTURES TYPE SELECTION			8	16	24	48	68	40				40			244		\$34,100	
6.1 Bridge Site Data Submittal			8	16	24	8	8								64		\$8,440	
6.2 Type Selection Package						40	60	40				40			180		\$25,660	
Task 7.0 ROADWAY 65% PLANS AND ESTIMATE		81	198	450	868	8							120		1725		\$211,411	
7.1 65% Roadway Plans		61	122	268	566								120		1,137		\$138,779	
7.2 Special Provisions and Standard Plan Lists			4	4											8		\$1,256	
7.3 65% Roadway Engineer's Estimate		2	16	20	50										88		\$10,752	
7.4 Draft Hydrology/Hydraulic Report		2	16	60	120										198		\$22,722	
7.5 Draft Storm Water Data Report (SWDR)		2	6	30	100										138		\$15,022	
7.6 Draft Traffic Management Plan		2	6	12	32										52		\$6,168	
7.7 Plan Safety and Constructability Review		4	8	16		4									32		\$5,228	
7.8 Conceptual Construction CPM Schedule		4	12	24											40		\$6,256	
7.9 Plan Safety and Constructability Review		4	8	16		4									32		\$5,228	
Task 8.0 STRUCTURES 65% PLANS, SPECIFICATIONS AND ESTIMATE		2	4			88	184	212				80	160		730		\$93,302	
8.1 65% Structures Plans		1	2			80	180	200				80	160		703		\$89,525	
8.2 65% Structure Engineer's Estimate		1	2			8	4	12							27		\$3,777	
Task 9.0 COMBINED ROADWAY AND STRUCTURES 90% PS&E		46	192	487	848	196	324	518				100	150		2,861		\$352,683	
9.1 90% Plans		28	140	290	680	100	40	120				100	120		1,618		\$199,854	
9.2 90% Special Provisions and Standard Plan Lists				4	4	4	4	8							24		\$2,964	
9.3 90% Engineer's Estimate		2	10	20	40	8	20	30							130		\$15,746	
9.4 90% Hydrology/Hydraulic Report		2	8	20	40										70		\$8,354	
9.5 90% SWDR		2	2	12	24										40		\$4,684	
9.6 90% Traffic Management Plan		2	3	5	20										30		\$3,554	
9.7 90% Construction CPM Schedule		2	6	20											28		\$4,192	
9.8 Draft Survey Review Submittal		4	15	100	40								30		189		\$24,127	
9.9 90% Structures Design Calculations						40	100	120							260		\$32,300	
9.10 90% Structures Independent Check						40	160	240							440		\$51,680	
9.11 Plan Safety and Constructability Review		4	8	16		4									32		\$5,228	
Task 10.0 COMBINED ROADWAY AND STRUCTURES LOG-IN SUBMITTAL		32	129	417	596	70	70	150				60	110		1,634		\$201,386	
10.1 Log-In Plans		22	88	220	480	60	50	120				60	80		1,180		\$143,684	
10.2 Log-In Special Provisions and Standard Plan Lists			4			4									8		\$1,484	
10.3 Log-In Engineer's Estimate		2	10	10	40	4	20	30							116		\$13,656	
10.4 Draft Hydrology/Hydraulic Report		1	4	10	20										35		\$4,177	
10.5 Draft SWDR		1	2	10	10										23		\$2,865	
10.6 Draft Traffic Management Plan		1	2	2	6										11		\$1,421	
10.7 Construction CPM Schedule		1	4	5											10		\$1,612	
10.8 Draft Survey Slope Staking Notes		4	15	160	40								30		249		\$32,107	
10.9 Quality Control Statement						2									2		\$380	
Task 11.0 DISTRICT CIRCULATION		16	30	60	160	8	10	40					30		354		\$42,248	
11.1 PS&E District Circulation Support		16	30	60	160	8	10	40					30		354		\$42,248	
Task 12.0 COMBINED ROADWAY AND STRUCTURES Final PS&E		21	59	146	220	47	38	90				40	40		701		\$89,054	
12.1 Final Plans		8	20	40	120	40	20	60				40	20		368		\$46,644	
12.2 Final Special Provisions and Standard Plan Lists				2			4								6		\$798	
12.3 Final Engineer's Estimate		2	6	10	20	2	4	10							54		\$6,624	
12.4 Final Hydrology/Hydraulic Report		1	2	4	8										15		\$1,877	
12.5 Final SWDR		1	2	2	8										13		\$1,611	
12.6 Final Traffic Management Plan			1	2	4										7		\$827	
12.7 Final Construction CPM Schedule		1	4	8											13		\$2,011	
12.8 Final Slope Staking Notes and Design Cross Sections		4	16	60	30								20		130		\$16,898	
12.9 Resident Engineer's Pending File		2	4	10	30	5	10	20							81		\$9,530	
12.10 PS&E Certification		2	4	8											14		\$2,234	
Task 13.0 Ready to List Package		5	10	20	80	8	12	24				8			167		\$19,837	
13.1 RTL Package		5	10	20	80	8	12	24				8			167		\$19,837	
TOTAL HOURS	1	426	1,005	1,923	3,034	560	716	1,093				328	640	200	9,926			
TOTAL COST (NOT TO EXCEED)	\$252	\$94,998	\$181,905	\$255,759	\$288,230	\$106,400	\$95,228	\$103,835				\$51,496	\$72,960	\$40,800			\$1,291,863	

ADDITIONAL SERVICES																	
Task 14.0 VALUE ENGINEERING		16	24	16			24									80	\$14,600
Task 15.0 SUPPLEMENTAL TRAFFIC OPERATIONS REPORT		6	10													16	\$3,148
Task 16.0 PUBLIC OUTREACH		8	12	14	28								40		102	\$13,038	
16.1 Project Exhibits		8	10	12	24								40		94	\$12,030	
16.2 Visual Simulation			2	2	4										8	\$1,008	
Task 17.0 DESIGN STANDARD DECISION DOCUMENT		2	10	40	100									40	192	\$21,636	
Task 18.0 ENVIRONMENTAL REVALIDATION		4	6	8				20	40	80					158	\$18,142	
Task 19.0 OTHER ADDITIONAL SERVICES																	

TASK DESCRIPTION	AirX		
	TOTAL HOURS	OTHER DIRECT COST	TOTAL COST
Task 1 PROJECT MANAGEMENT			
1.1 Project Management Plan			
1.2 Meetings and Coordination			
1.3 Prepare and Update Project Schedule			
1.4 Quality Management			
1.5 Risk Register			
1.6 Agreements and Permits			
Task 2 DESIGN SURVEY AND R/W ENGINEERING			
2.1 Aerial Mapping and Design Survey			
2.2 R/W Mapping and Record of Survey			
2.3 R/W Acquisition Mapping			
Task 3 UTILITY COORDINATION AND RELOCATION		\$35,000	\$35,000
3.1 Utility Coordination Meetings			
3.2 Utility Base Mapping			
3.3 Utility Potholing		\$35,000	\$35,000
3.4 Utility Conflict Identification and Resolution			
3.5 Utility Service Connections			
3.6 Report of Investigation			
3.7 High/Low Risk Utility Certification			
3.8 Longitudinal Encroachment Exception			
3.9 Utility Certification			
Task 4 GEOTECHNICAL STUDIES			
4.1 Preliminary Foundation Reports			
4.2 Geotechnical Design Report			
4.3 Foundation Reports			
4.4 Materials Report			
Task 5 ROADWAY 35% DESIGN			
5.1 Proposed Geometrics Review			
5.2 Geometric Approval Drawing			
5.3 35% Engineer's Estimate			
Task 6 STRUCTURES TYPE SELECTION			
6.1 Bridge Site Data Submittal			
6.2 Type Selection Package			
Task 7.0 ROADWAY 65% PLANS AND ESTIMATE			
7.1 65% Roadway Plans			
7.2 Special Provisions and Standard Plan Lists			
7.3 65% Roadway Engineer's Estimate			
7.4 Draft Hydrology/Hydraulic Report			
7.5 Draft Storm Water Data Report (SWDR)			
7.6 Draft Traffic Management Plan			
7.7 Plan Safety and Constructability Review			
7.8 Conceptual Construction CPM Schedule			
7.9 Plan Safety and Constructability Review			
Task 8.0 STRUCTURES 65% PLANS, SPECIFICATIONS AND ESTIMATE			
8.1 65% Structures Plans			
8.2 65% Structure Engineer's Estimate			
Task 9.0 COMBINED ROADWAY AND STRUCTURES 90% PS&E			
9.1 90% Plans			
9.2 90% Special Provisions and Standard Plan Lists			
9.3 90% Engineer's Estimate			
9.4 90% Hydrology/Hydraulic Report			
9.5 90% SWDR			
9.6 90% Traffic Management Plan			
9.7 90% Construction CPM Schedule			
9.8 Draft Survey Review Submittal			
9.9 90% Structures Design Calculations			
9.10 90% Structures Independent Check			
9.11 Plan Safety and Constructability Review			
Task 10.0 COMBINED ROADWAY AND STRUCTURES LOG-IN SUBMITTAL			
10.1 Log-In Plans			
10.2 Log-in Special Provisions and Standard Plan Lists			
10.3 Log-In Engineer's Estimate			
10.4 Draft Hydrology/Hydraulic Report			
10.5 Draft SWDR			
10.6 Draft Traffic Management Plan			
10.7 Construction CPM Schedule			
10.8 Draft Survey Slope Staking Notes			
10.9 Quality Control Statement			
Task 11.0 DISTRICT CIRCULATION			
11.1 PS&E District Circulation Support			
Task 12.0 COMBINED ROADWAY AND STRUCTURES Final PS&E			
12.1 Final Plans			
12.2 Final Special Provisions and Standard Plan Lists			
12.3 Final Engineer's Estimate			
12.4 Final Hydrology/Hydraulic Report			
12.5 Final SWDR			
12.6 Final Traffic Management Plan			
12.7 Final Construction CPM Schedule			
12.8 Final Slope Staking Notes and Design Cross Sections			
12.9 Resident Engineer's Pending File			
12.10 PS&E Certification			
Task 13.0 Ready to List Package			
13.1 RTL Package			
TOTAL HOURS			
TOTAL COST (NOT TO EXCEED)		\$35,000	\$35,000

ADDITIONAL SERVICES			
Task 14.0 VALUE ENGINEERING			
Task 15.0 SUPPLEMENTAL TRAFFIC OPERATIONS REPORT			
Task 16.0 PUBLIC OUTREACH			
16.1 Project Exhibits			
16.2 Visual Simulation			
Task 17.0 DESIGN STANDARD DECISION DOCUMENT			
Task 18.0 ENVIRONMENTAL REVALIDATION			
Task 19.0 OTHER ADDITIONAL SERVICES			
ADDITIONAL TOTAL HOURS			
ADDITIONAL TOTAL COST (NOT TO EXCEED)			

TASK DESCRIPTION	Blue Lake Civil							
	Principal Engineer	Project Manager	Senior Civil Engineer	Designer III	Engineering Intern	TOTAL HOURS	OTHER DIRECT COST	TOTAL COST
	\$247	\$200	\$185	\$138	\$71			
Task 1 PROJECT MANAGEMENT		32				32		\$6,400
1.1 Project Management Plan								
1.2 Meetings and Coordination		32				32		\$6,400
1.3 Prepare and Update Project Schedule								
1.4 Quality Management								
1.5 Risk Register								
1.6 Agreements and Permits								
Task 2 DESIGN SURVEY AND RW ENGINEERING								
2.1 Aerial Mapping and Design Survey								
2.2 RAW Mapping and Record of Survey								
2.3 RAW Acquisition Mapping								
Task 3 UTILITY COORDINATION AND RELOCATION	32	148	52	120	104	456		\$71,068
3.1 Utility Coordination Meetings	8	60	8	6	10	92		\$16,994
3.2 Utility Base Mapping		12		28	16	56		\$7,400
3.3 Utility Potholing	2	8		4	8	22		\$3,214
3.4 Utility Conflict Identification and Resolution	8	20	24	50	40	142		\$20,156
3.5 Utility Service Connections		10	4	4	4	22		\$3,576
3.6 Report of Investigation	4	8	4		8	24		\$3,896
3.7 High/Low Risk Utility Certification	4	6	2		6	18		\$2,984
3.8 Longitudinal Encroachment Exception	4	16	10	24	12	66		\$10,202
3.9 Utility Certification	2	8		4		14		\$2,646
Task 4 GEOTECHNICAL STUDIES								
4.1 Preliminary Foundation Reports								
4.2 Geotechnical Design Report								
4.3 Foundation Reports								
4.4 Materials Report								
Task 5 ROADWAY 35% DESIGN								
5.1 Proposed Geometrics Review								
5.2 Geometric Approval Drawing								
5.3 35% Engineer's Estimate								
Task 6 STRUCTURES TYPE SELECTION								
6.1 Bridge Site Data Submittal								
6.2 Type Selection Package								
Task 7.0 ROADWAY 65% PLANS AND ESTIMATE	10	20	24	64	18	136		\$21,020
7.1 65% Roadway Plans	8	12	20	60	16	116		\$17,492
7.2 Special Provisions and Standard Plan Lists		4				4		\$800
7.3 65% Roadway Engineer's Estimate	2	4	4	4	2	16		\$2,728
7.4 Draft Hydrology/Hydraulic Report								
7.5 Draft Storm Water Data Report (SWDR)								
7.6 Draft Traffic Management Plan								
7.7 Plan Safety and Constructability Review								
7.8 Conceptual Construction CPM Schedule								
7.9 Plan Safety and Constructability Review								
Task 8.0 STRUCTURES 65% PLANS, SPECIFICATIONS AND ESTIMATE								
8.1 65% Structures Plans								
8.2 65% Structure Engineer's Estimate								
Task 9.0 COMBINED ROADWAY AND STRUCTURES 90% PS&E	9	35	5	60	20	129		\$19,848
9.1 90% Plans	8	32		60	16	116		\$17,792
9.2 90% Special Provisions and Standard Plan Lists		2	2			4		\$770
9.3 90% Engineer's Estimate	1	1	3		4	9		\$1,286
9.4 90% Hydrology/Hydraulic Report								
9.5 90% SWDR								
9.6 90% Traffic Management Plan								
9.7 90% Construction CPM Schedule								
9.8 Draft Survey Review Submittal								
9.9 90% Structures Design Calculations								
9.10 90% Structures Independent Check								
9.11 Plan Safety and Constructability Review								
Task 10.0 COMBINED ROADWAY AND STRUCTURES LOG-IN SUBMITTAL	8	24	14	40	16	102		\$16,022
10.1 Log-In Plans	8	20	12	40	16	96		\$14,852
10.2 Log-in Special Provisions and Standard Plan Lists		2				2		\$400
10.3 Log-In Engineer's Estimate		2	2			4		\$770
10.4 Draft Hydrology/Hydraulic Report								
10.5 Draft SWDR								
10.6 Draft Traffic Management Plan								
10.7 Construction CPM Schedule								
10.8 Draft Survey Slope Staking Notes								
10.9 Quality Control Statement								
Task 11.0 DISTRICT CIRCULATION		2				2		\$400
11.1 PS&E District Circulation Support		2				2		\$400
Task 12.0 COMBINED ROADWAY AND STRUCTURES Final PS&E	4	9	11	16	16	56		\$8,167
12.1 Final Plans	4	8	8	16	16	52		\$7,412
12.2 Final Special Provisions and Standard Plan Lists								
12.3 Final Engineer's Estimate		1	3			4		\$755
12.4 Final Hydrology/Hydraulic Report								
12.5 Final SWDR								
12.6 Final Traffic Management Plan								
12.7 Final Construction CPM Schedule								
12.8 Final Slope Staking Notes and Design Cross Sections								
12.9 Resident Engineer's Pending File								
12.10 PS&E Certification								
Task 13.0 Ready to List Package								
13.1 RTL Package								
TOTAL HOURS	63	270	106	300	174	913		
TOTAL COST (NOT TO EXCEED)	\$15,561	\$54,000	\$19,610	\$41,400	\$12,354			\$142,925

ADDITIONAL SERVICES								
Task 14.0 VALUE ENGINEERING	16	32	16	16		80		\$15,520
Task 15.0 SUPPLEMENTAL TRAFFIC OPERATIONS REPORT								
Task 16.0 PUBLIC OUTREACH								
16.1 Project Exhibits								
16.2 Visual Simulation								
Task 17.0 DESIGN STANDARD DECISION DOCUMENT								
Task 18.0 ENVIRONMENTAL REVALIDATION								
Task 19.0 OTHER ADDITIONAL SERVICES								
ADDITIONAL TOTAL HOURS	16	32	16	16		80		
ADDITIONAL TOTAL COST (NOT TO EXCEED)	\$3,952	\$6,400	\$2,960	\$2,208				\$15,520

TASK DESCRIPTION	Estrada Land Planning					TOTAL HOURS	OTHER DIRECT COST	TOTAL COST
	Principal	Senior Landscape Architect	Senior Landscape Design	Assistant Landscape Design	Admin			
	\$238	\$152	\$114	\$76	\$48			
Task 1 PROJECT MANAGEMENT								
1.1 Project Management Plan		8				8		\$1,216
1.2 Meetings and Coordination		8				8		\$1,216
1.3 Prepare and Update Project Schedule								
1.4 Quality Management								
1.5 Risk Register								
1.6 Agreements and Permits								
Task 2 DESIGN SURVEY AND RW ENGINEERING								
2.1 Aerial Mapping and Design Survey								
2.2 RAW Mapping and Record of Survey								
2.3 RAW Acquisition Mapping								
Task 3 UTILITY COORDINATION AND RELOCATION								
3.1 Utility Coordination Meetings								
3.2 Utility Base Mapping								
3.3 Utility Potholing								
3.4 Utility Conflict Identification and Resolution								
3.5 Utility Service Connections								
3.6 Report of Investigation								
3.7 High/Low Risk Utility Certification								
3.8 Longitudinal Encroachment Exception								
3.9 Utility Certification								
Task 4 GEOTECHNICAL STUDIES								
4.1 Preliminary Foundation Reports								
4.2 Geotechnical Design Report								
4.3 Foundation Reports								
4.4 Materials Report								
Task 5 ROADWAY 35% DESIGN								
5.1 Proposed Geometrics Review								
5.2 Geometric Approval Drawing								
5.3 35% Engineer's Estimate								
Task 6 STRUCTURES TYPE SELECTION								
6.1 Bridge Site Data Submittal								
6.2 Type Selection Package								
Task 7.0 ROADWAY 65% PLANS AND ESTIMATE		94	94	112		300		\$33,516
7.1 65% Roadway Plans		90	90	100		280		\$31,540
7.2 Special Provisions and Standard Plan Lists								
7.3 65% Roadway Engineer's Estimate		4	4	12		20		\$1,976
7.4 Draft Hydrology/Hydraulic Report								
7.5 Draft Storm Water Data Report (SWDR)								
7.6 Draft Traffic Management Plan								
7.7 Plan Safety and Constructability Review								
7.8 Conceptual Construction CPM Schedule								
7.9 Plan Safety and Constructability Review								
Task 8.0 STRUCTURES 65% PLANS, SPECIFICATIONS AND ESTIMATE								
8.1 65% Structures Plans								
8.2 65% Structure Engineer's Estimate								
Task 9.0 COMBINED ROADWAY AND STRUCTURES 90% PS&E		44	67	86		197		\$20,862
9.1 90% Plans		40	65	80		185		\$19,570
9.2 90% Special Provisions and Standard Plan Lists								
9.3 90% Engineer's Estimate		4	2	6		12		\$1,292
9.4 90% Hydrology/Hydraulic Report								
9.5 90% SWDR								
9.6 90% Traffic Management Plan								
9.7 90% Construction CPM Schedule								
9.8 Draft Survey Review Submittal								
9.9 90% Structures Design Calculations								
9.10 90% Structures Independent Check								
9.11 Plan Safety and Constructability Review								
Task 10.0 COMBINED ROADWAY AND STRUCTURES LOG-IN SUBMITTAL		7	25	38		70		\$6,802
10.1 Log-In Plans		3	22	32		57		\$5,396
10.2 Log-in Special Provisions and Standard Plan Lists		1				1		\$152
10.3 Log-In Engineer's Estimate		3	3	6		12		\$1,254
10.4 Draft Hydrology/Hydraulic Report								
10.5 Draft SWDR								
10.6 Draft Traffic Management Plan								
10.7 Construction CPM Schedule								
10.8 Draft Survey Slope Staking Notes								
10.9 Quality Control Statement								
Task 11.0 DISTRICT CIRCULATION		1				1		\$152
11.1 PS&E District Circulation Support		1				1		\$152
Task 12.0 COMBINED ROADWAY AND STRUCTURES Final PS&E		12	14	8		34		\$4,028
12.1 Final Plans		10	10	8		28		\$3,268
12.2 Final Special Provisions and Standard Plan Lists								
12.3 Final Engineer's Estimate		2	4			6		\$760
12.4 Final Hydrology/Hydraulic Report								
12.5 Final SWDR								
12.6 Final Traffic Management Plan								
12.7 Final Construction CPM Schedule								
12.8 Final Slope Staking Notes and Design Cross Sections								
12.9 Resident Engineer's Pending File								
12.10 PS&E Certification								
Task 13.0 Ready to List Package								
13.1 RTL Package								
TOTAL HOURS		166	200	244		610		
TOTAL COST (NOT TO EXCEED)		\$25,232	\$22,800	\$18,544				\$66,576

ADDITIONAL SERVICES								
Task 14.0 VALUE ENGINEERING								
Task 15.0 SUPPLEMENTAL TRAFFIC OPERATIONS REPORT								
Task 16.0 PUBLIC OUTREACH	2	6	80			88		\$10,508
16.1 Project Exhibits								
16.2 Visual Simulation	2	6	80			88		\$10,508
Task 17.0 DESIGN STANDARD DECISION DOCUMENT								
Task 18.0 ENVIRONMENTAL REVALIDATION								
Task 19.0 OTHER ADDITIONAL SERVICES								
ADDITIONAL TOTAL HOURS	2	6	80			88		
ADDITIONAL TOTAL COST (NOT TO EXCEED)	\$476	\$912	\$9,120					\$10,508

TASK DESCRIPTION	STC Traffic							
	Principal Manager	Senior Project Manager	Senior Project Engineer	Associate Engineer	Assistant Engineer	TOTAL HOURS	OTHER DIRECT COST	TOTAL COST
	\$238	\$210	\$144	\$111	\$92			
Task 1 PROJECT MANAGEMENT								
1.1 Project Management Plan	4	10	10			24		\$4,492
1.2 Meetings and Coordination	4	10	10			24		\$4,492
1.3 Prepare and Update Project Schedule								
1.4 Quality Management								
1.5 Risk Register								
1.6 Agreements and Permits								
Task 2 DESIGN SURVEY AND R/W ENGINEERING								
2.1 Aerial Mapping and Design Survey								
2.2 R/W Mapping and Record of Survey								
2.3 R/W Acquisition Mapping								
Task 3 UTILITY COORDINATION AND RELOCATION								
3.1 Utility Coordination Meetings								
3.2 Utility Base Mapping								
3.3 Utility Potholing								
3.4 Utility Conflict Identification and Resolution								
3.5 Utility Service Connections								
3.6 Report of Investigation								
3.7 High/Low Risk Utility Certification								
3.8 Longitudinal Encroachment Exception								
3.9 Utility Certification								
Task 4 GEOTECHNICAL STUDIES								
4.1 Preliminary Foundation Reports								
4.2 Geotechnical Design Report								
4.3 Foundation Reports								
4.4 Materials Report								
Task 5 ROADWAY 35% DESIGN								
5.1 Proposed Geometrics Review								
5.2 Geometric Approval Drawing								
5.3 35% Engineer's Estimate								
Task 6 STRUCTURES TYPE SELECTION								
6.1 Bridge Site Data Submittal								
6.2 Type Selection Package								
Task 7.0 ROADWAY 65% PLANS AND ESTIMATE	11	31	122	194	180	538		\$64,790
7.1 65% Roadway Plans	10	30	115	180	180	515		\$61,780
7.2 Special Provisions and Standard Plan Lists			4	4		8		\$1,020
7.3 65% Roadway Engineer's Estimate	1	1	3	10		15		\$1,990
7.4 Draft Hydrology/Hydraulic Report								
7.5 Draft Storm Water Data Report (SWDR)								
7.6 Draft Traffic Management Plan								
7.7 Plan Safety and Constructability Review								
7.8 Conceptual Construction CPM Schedule								
7.9 Plan Safety and Constructability Review								
Task 8.0 STRUCTURES 65% PLANS, SPECIFICATIONS AND ESTIMATE								
8.1 65% Structures Plans								
8.2 65% Structure Engineer's Estimate								
Task 9.0 COMBINED ROADWAY AND STRUCTURES 90% PS&E	10	22	84	143	135	394		\$47,389
9.1 90% Plans	10	20	80	135	135	380		\$45,505
9.2 90% Special Provisions and Standard Plan Lists		1	2	4		7		\$942
9.3 90% Engineer's Estimate		1	2	4		7		\$942
9.4 90% Hydrology/Hydraulic Report								
9.5 90% SWDR								
9.6 90% Traffic Management Plan								
9.7 90% Construction CPM Schedule								
9.8 Draft Survey Review Submittal								
9.9 90% Structures Design Calculations								
9.10 90% Structures Independent Check								
9.11 Plan Safety and Constructability Review								
Task 10.0 COMBINED ROADWAY AND STRUCTURES LOG-IN SUBMITTAL	9	10	18	54		91		\$12,828
10.1 Log-In Plans	8	8	16	50		82		\$11,438
10.2 Log-in Special Provisions and Standard Plan Lists		1	1	2		4		\$576
10.3 Log-In Engineer's Estimate	1	1	1	2		5		\$814
10.4 Draft Hydrology/Hydraulic Report								
10.5 Draft SWDR								
10.6 Draft Traffic Management Plan								
10.7 Construction CPM Schedule								
10.8 Draft Survey Slope Staking Notes								
10.9 Quality Control Statement								
Task 11.0 DISTRICT CIRCULATION								
11.1 PS&E District Circulation Support								
Task 12.0 COMBINED ROADWAY AND STRUCTURES Final PS&E								
12.1 Final Plans								
12.2 Final Special Provisions and Standard Plan Lists								
12.3 Final Engineer's Estimate								
12.4 Final Hydrology/Hydraulic Report								
12.5 Final SWDR								
12.6 Final Traffic Management Plan								
12.7 Final Construction CPM Schedule								
12.8 Final Slope Staking Notes and Design Cross Sections								
12.9 Resident Engineer's Pending File								
12.10 PS&E Certification								
Task 13.0 Ready to List Package								
13.1 RTL Package								
TOTAL HOURS	34	73	234	391	315	1,047		
TOTAL COST (NOT TO EXCEED)	\$8,092	\$15,330	\$33,696	\$43,401	\$28,980			\$129,499

ADDITIONAL SERVICES								
Task 14.0 VALUE ENGINEERING								
Task 15.0 SUPPLEMENTAL TRAFFIC OPERATIONS REPORT	32	42	120	156		350		\$51,032
Task 16.0 PUBLIC OUTREACH								
16.1 Project Exhibits								
16.2 Visual Simulation								
Task 17.0 DESIGN STANDARD DECISION DOCUMENT								
Task 18.0 ENVIRONMENTAL REVALIDATION								
Task 19.0 OTHER ADDITIONAL SERVICES								
ADDITIONAL TOTAL HOURS	32	42	120	156		350		
ADDITIONAL TOTAL COST (NOT TO EXCEED)	\$7,616	\$8,820	\$17,280	\$17,316				\$51,032

TASK DESCRIPTION	GRAND TOTAL HOURS	OTHER DIRECT COSTS	GRAND TOTAL COSTS
Task 1 PROJECT MANAGEMENT	1105		\$202,040
1.1 Project Management Plan	125		\$25,204
1.2 Meetings and Coordination	440		\$79,756
1.3 Prepare and Update Project Schedule	72		\$14,040
1.4 Quality Management	378		\$70,714
1.5 Risk Register	44		\$6,596
1.6 Agreements and Permits	46		\$5,730
Task 2 DESIGN SURVEY AND RW ENGINEERING	892	\$20,767	\$146,483
2.1 Aerial Mapping and Design Survey	571	\$15,800	\$100,488
2.2 RW Mapping and Record of Survey	269	\$4,967	\$40,907
2.3 RW Acquisition Mapping	52		\$5,088
Task 3 UTILITY COORDINATION AND RELOCATION	468	\$35,000	\$107,940
3.1 Utility Coordination Meetings	104		\$18,866
3.2 Utility Base Mapping	56		\$7,400
3.3 Utility Potholing	22	\$35,000	\$38,214
3.4 Utility Conflict Identification and Resolution	142		\$20,156
3.5 Utility Service Connections	22		\$3,576
3.6 Report of Investigation	24		\$3,896
3.7 High/Low Risk Utility Certification	18		\$2,984
3.8 Longitudinal Encroachment Exception	66		\$10,202
3.9 Utility Certification	14		\$2,646
Task 4 GEOTECHNICAL STUDIES	686	\$24,214	\$113,088
4.1 Preliminary Foundation Reports	95		\$13,135
4.2 Geotechnical Design Report	133	\$7,500	\$24,187
4.3 Foundation Reports	343	\$12,614	\$56,615
4.4 Materials Report	115	\$4,100	\$19,151
Task 5 ROADWAY 35% DESIGN	457		\$56,038
5.1 Proposed Geometrics Review	66		\$8,962
5.2 Geometric Approval Drawing	320		\$38,448
5.3 35% Engineer's Estimate	71		\$8,628
Task 6 STRUCTURES TYPE SELECTION	244		\$34,100
6.1 Bridge Site Data Submittal	64		\$8,440
6.2 Type Selection Package	180		\$25,660
Task 7.0 ROADWAY 65% PLANS AND ESTIMATE	2699		\$330,737
7.1 65% Roadway Plans	2,048		\$249,591
7.2 Special Provisions and Standard Plan Lists	20		\$3,076
7.3 65% Roadway Engineer's Estimate	139		\$17,446
7.4 Draft Hydrology/Hydraulic Report	198		\$22,722
7.5 Draft Storm Water Data Report (SWDR)	138		\$15,022
7.6 Draft Traffic Management Plan	52		\$6,168
7.7 Plan Safety and Constructability Review	32		\$5,228
7.8 Conceptual Construction CPM Schedule	40		\$6,256
7.9 Plan Safety and Constructability Review	32		\$5,228
Task 8.0 STRUCTURES 65% PLANS, SPECIFICATIONS AND ESTIMATE	730		\$93,302
8.1 65% Structures Plans	703		\$89,525
8.2 65% Structure Engineer's Estimate	27		\$3,777
Task 9.0 COMBINED ROADWAY AND STRUCTURES 90% PS&E	3581		\$440,782
9.1 90% Plans	2,299		\$282,721
9.2 90% Special Provisions and Standard Plan Lists	35		\$4,676
9.3 90% Engineer's Estimate	158		\$19,266
9.4 90% Hydrology/Hydraulic Report	70		\$8,354
9.5 90% SWDR	40		\$4,684
9.6 90% Traffic Management Plan	30		\$3,554
9.7 90% Construction CPM Schedule	28		\$4,192
9.8 Draft Survey Review Submittal	189		\$24,127
9.9 90% Structures Design Calculations	260		\$32,300
9.10 90% Structures Independent Check	440		\$51,680
9.11 Plan Safety and Constructability Review	32		\$5,228
Task 10.0 COMBINED ROADWAY AND STRUCTURES LOG-IN SUBMITTAL	1897		\$237,038
10.1 Log-In Plans	1,415		\$175,370
10.2 Log-in Special Provisions and Standard Plan Lists	15		\$2,612
10.3 Log-In Engineer's Estimate	137		\$16,494
10.4 Draft Hydrology/Hydraulic Report	35		\$4,177
10.5 Draft SWDR	23		\$2,865
10.6 Draft Traffic Management Plan	11		\$1,421
10.7 Construction CPM Schedule	10		\$1,612
10.8 Draft Survey Slope Staking Notes	249		\$32,107
10.9 Quality Control Statement	2		\$380
Task 11.0 DISTRICT CIRCULATION	357		\$42,800
11.1 PS&E District Circulation Support	357		\$42,800
Task 12.0 COMBINED ROADWAY AND STRUCTURES Final PS&E	791		\$101,249
12.1 Final Plans	448		\$57,324
12.2 Final Special Provisions and Standard Plan Lists	6		\$798
12.3 Final Engineer's Estimate	64		\$8,139
12.4 Final Hydrology/Hydraulic Report	15		\$1,877
12.5 Final SWDR	13		\$1,611
12.6 Final Traffic Management Plan	7		\$827
12.7 Final Construction CPM Schedule	13		\$2,011
12.8 Final Slope Staking Notes and Design Cross Sections	130		\$16,898
12.9 Resident Engineer's Pending File	81		\$9,530
12.10 PS&E Certification	14		\$2,234
Task 13.0 Ready to List Package	167		\$19,837
13.1 RTL Package	167		\$19,837
TOTAL HOURS	14,074		
TOTAL COST (NOT TO EXCEED)		\$79,981	\$1,925,434

ADDITIONAL SERVICES			
Task 14.0 VALUE ENGINEERING	160		\$30,120
Task 15.0 SUPPLEMENTAL TRAFFIC OPERATIONS REPORT	366		\$54,180
Task 16.0 PUBLIC OUTREACH	190		\$23,546
16.1 Project Exhibits	94		\$12,030
16.2 Visual Simulation	96		\$11,516
Task 17.0 DESIGN STANDARD DECISION DOCUMENT	192		\$21,836
Task 18.0 ENVIRONMENTAL REVALIDATION	158		\$18,142
Task 19.0 OTHER ADDITIONAL SERVICES		\$125,000	\$125,000
ADDITIONAL TOTAL HOURS	908		
ADDITIONAL TOTAL COST (NOT TO EXCEED)		\$125,000	\$272,624
TOTAL CONTRACT AMOUNT			\$2,198,058

TIME SCHEDULE

EXHIBIT C**TIME SCHEDULE****Design of Palm Ave & Interstate I-805 Interchange (H207138)**

Milestone	Task Duration	Task Duration Timeline (from Contract NTP)
1. Project Management	23 months	<i>Starts on week 0 to 93</i>
2. Design Survey & R/W Engineering	34 wks	<i>Starts on week 4 to 38</i>
3. Utility Coordination & Relocation	80 wks	<i>Starts on week 2 to 82</i>
4. Geotechnical Studies	16 wks	<i>Starts on week 16 to 32</i>
5. Roadway 35% Design	18 wks	<i>Starts on week 2 to 20</i>
6. Structure Type Selection	9 wks	<i>Starts on week 16 to 25</i>
7. Roadway 65% PS&E	16 wks	<i>Starts on week 20 to 36</i>
8. Structure 65% PS&E	15 wks	<i>Starts on week 25 to 40</i>
9. Combined Roadway & Structures 90% PS&E	20 wks	<i>Starts on week 36 to 56</i>
10. Combined Roadway & Structures Log-in Submittal	12 wks	<i>Starts on week 56 to 68</i>
11. District Circulation	10 wks	<i>Starts on week 68 to 78</i>
12. Combined Roadway & Structures Final PS&E	11 wks	<i>Starts on week 78 to 89</i>
13. Ready to List Package	4 wks	<i>Starts on week 89 to 93</i>

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

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

CONSULTANT REQUIREMENTS

TABLE OF CONTENTS

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

II. Nondiscrimination in Contracting Ordinance1

III. Equal Employment Opportunity Outreach Program2

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

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

VI. Definitions4

VII. Certification5

VIII. List of Attachments5

 AA. Disclosure of Discrimination Complaints6

 BB. Work Force Report.....10

 CC. Subcontractors List.....11

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

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

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

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

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

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

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

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

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

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

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

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

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

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

V. Maintaining Participation Levels.

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

VI. Definitions.

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

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

EXHIBIT D

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

EXHIBIT D

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

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

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

VII. Certifications.

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

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

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

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

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

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

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

VIII. List of Attachments.

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

DISCLOSURE OF DISCRIMINATION COMPLAINTS

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

CHECK ONE BOX ONLY.

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

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

Design Professional Name Dokken Engineering

Certified By John Klemunes, PE Title President

 Name _____
 Signature _____ Date 08/14/2020

USE ADDITIONAL FORMS AS NECESSARY



EQUAL OPPORTUNITY CONTRACTING (EOC)

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

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

WORK FORCE REPORT

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

NO OTHER FORMS WILL BE ACCEPTED CONTRACTOR IDENTIFICATION

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

Name of Company: 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 A. Dokken, 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) 514-8377 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

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

Check the box above that applies to this WFR.

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

I, the undersigned representative of Dokken Engineering

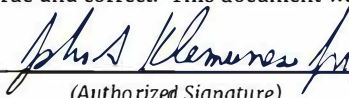
(Firm Name)

San Diego, California hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 12 day of August, 2020



(Authorized Signature)

John Klemunes, PE

(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: Dokken Engineering DATE: 8/12/2020

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

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

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

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

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat- Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial												3		
Professional														
A&E, Science, Computer	1		3		1	2						10		
Technical			3	1	4	2	1					1	5	
Sales														
Administrative Support		1	1	1		1						2	1	
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column	1	1	7	2	5	5	1	-	-	-	16	6	-	-
--------------------	---	---	---	---	---	---	---	---	---	---	----	---	---	---

Grand Total All Employees	44
----------------------------------	-----------

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 – Page 3

NAME OF FIRM: Dokken Engineering

DATE: 8/12/2020

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

COUNTY: San Diego

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

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

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

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

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

Grand Total All Employees 0

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

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

Work Force Report

HISTORY

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

WORK FORCE & BRANCH WORK FORCE REPORTS

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

MANAGING OFFICE WORK FORCE

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

TYPES OF WORK FORCE REPORTS:

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

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

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

RACE/ETHNICITY CATEGORIES

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

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

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

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

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

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

Exhibit A: Work Force Report Job Categories – Administration

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

Management & Financial

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

Professional

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

Architecture & Engineering, Science, Computer

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

Technical

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

Sales

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

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers

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

Services

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

Crafts

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

Installers, and Repairers
Woodworkers

Operative Workers

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

Transportation

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

Laborers

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

Exhibit B: Work Force Report Job Categories -Trade

Brick, Block or Stone Masons

Brickmasons and Blockmasons
Stonemasons

Carpenters

Carpet, floor and Tile Installers and Finishers

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

Cement Masons, Concrete Finishers

Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

Construction Laborers

Drywall Installers, Ceiling Tile Inst

Drywall and Ceiling Tile Installers
Tapers

Electricians

Elevator Installers and Repairers

First-Line Supervisors/Managers

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

Glaziers

Helpers, Construction Trade

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

Millwrights

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

Misc. Const. Equipment Operators

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

Painters, Const. Maintenance

Painters, Construction and Maintenance
Paperhangers

Pipelayers and Plumbers

Pipelayers
Plumbers, Pipefitters and Steamfitters

Plasterers and Stucco Masons

Roofers

Security Guards & Surveillance Officers

Sheet Metal Workers

Structural Iron and Steel Workers

Welding, Soldering and Brazing Workers

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

Workers, Extractive Crafts, Miners

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**
Aguirre & Associates 8363 Center Drive Suite 5A La Mesa, Ca 91942	Survey/Right of Way Engineering	~7%	DBE MBE SLBE SB(Micro)	Caltrans Caltrans City of San Diego California DGS
AirX Utility Surveyors 2534 E. El Norte Parkway Suite C Escondido, CA 92027	Utility Potholing	~2%	SLBE WBE	San Diego Supplier Clearinghouse
Blue Lake Civil 7746 Blue Lake Drive San Diego, CA 92119	Utility Coordination	~7%	DBE SLBE SB (Micro)	Caltrans City of San Diego California DGS
Earth Mechanics 145 Vallecitos De Oro Suite E San Marcos, CA 92069	Geotechnical	~5%	DBE	Caltrans
Estrada Land Planning, Inc. 225 Broadway Suite 1160 San Diego, CA 92101	Landscape Architecture	~4%	DBE SLBE WBE	Caltrans City of San Diego Supplier Clearinghouse
STC Traffic 5865 Avenida Encinas Suite 142-B Carlsbad, CA 92008	Traffic	~8%	SLBE	City of San Diego

List of Abbreviations:

Small Local Business Enterprise	SLBE
Emerging Local Business Enterprise	ELBE
Certified Minority Business Enterprise	MBE*
Certified Woman Business Enterprise	WBE*

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 Rd, Suite 100, San Diego CA, 92108
- 4. Project Title (as shown on 1472, "Request for Council Action"): Agreement for Engineering Services, Contract H207138, with Dokken Engineering for Palm Avenue & Interstate 805 Interchange Project
- 5. Consultant Duties for Project: Engineering Services

6. Disclosure Determination [select applicable disclosure requirement]:

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

- or -

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

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

- or -

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

DSN
By: A. Palaseyed
[Name/Title]*
ABI PALASEYED, ASST. DEPUTY
Director

8/20/2020
[Date]

DEFINITION OF "CONSULTANT"

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

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

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

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

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

1/28/2006

CITY OF SAN DIEGO CONSULTANT PERFORMANCE EVALUATION

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

Section I PROJECT INFORMATION

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

Section II SPECIFIC RATINGS

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

Section II

SPECIFIC RATINGS Continued

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

Section III

SUPPLEMENTAL INFORMATION

(Please ensure to attach additional documentation as needed.)

(Supporting documentation attached: Yes No)

Section IV

FINAL RATING

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

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

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

A. BID/PROPOSER/SOLICITATION TITLE:

Design of Palm Avenue Interstate 805 Interchange

B. BIDDER PROPOSER INFORMATION

<u>Dokken Engineering</u>			
Legal Name		DBA	
1450 Frazee Road, Suite 100	San Diego	CA	92108
Street Address	City	State	Zip
John Klemunes, PE, President	916-858-042	916-858-0643	
Contact Person, Title	Phone	Fax	

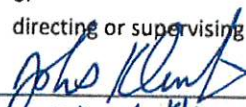
Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

* 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.

	President
Name <u>John A. Klemunes Jr</u>	Title/Position

City and State of Residence	Employer (If different than Bidder/Proposer)
Communicating or negotiating with City officers or employees, submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, and directing or supervising the actions of persons engaged in the above activity.	
Interest in the transaction	

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

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

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

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

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

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

Use Attachment "A" if additional pages are necessary.

Partnership

Date formed: ____/____/____

State of formation: _____

List names of all firm partners:

Sole Proprietorship

Date started: ____/____/____

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

Joint Venture

Date formed: ____/____/____

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

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

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes **No**

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

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

Yes **No**

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

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

Name of Bank: JP Morgan Chase

Point of Contact: Zac Erickson

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

Phone Number:

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: Caltrans District 11

Contact Name and Phone Number: Tonya Carter 619-688-6714

Contact Email: tonya_carter@dot.ca.gov

Address: 4050 Taylor Street, San Diego, CA 92110

Contract Date: 2010 - 2017

Contract Amount: \$4.3 Million

Requirements of Contract: PS&E

Company Name: City of Santee

Contact Name and Phone Number: Carl Schmitz, PE 619-258-4100 x175

Contact Email: cschmitz@cityofsanteeca.gov

Address: 10601 Magnolia Avenue, Santee, CA 92071

Contract Date: On-going

Contract Amount: \$3.4 Million

Requirements of Contract: Various

Company Name: City of San Diego

Contact Name and Phone Number: Mastaneh Ashrafzadeh 619-533-3781

Contact Email: mashrafzadeh@sandiego.gov

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

Contract Date: On-going

Contract Amount: \$3.5 Million

Requirements of Contract: Preliminary Engineering, PS&E, Construction Support

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: Aguirre & Associates

Contact Name and Phone Number: Mickey Aguirre 619-464-6978

Contact Email: mickey@aguirre-inc.com

Address: 8363 Center Drive, Suite 5A, La Mesa, CA 91942

Contract Date: _____

Sub-Contract Dollar Amount: \$146,483

Requirements of Contract: Survey/Right of Way Engineering

What portion of work will be assigned to this subcontractor: 7%

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

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

K. STATEMENT OF AVAILABLE EQUIPMENT:

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

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

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

Pledge of Compliance Initial submission.

OR

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

Complete all questions and sign below.

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained

herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance requires an updated response. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

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

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

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

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

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

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

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

John Klemunes, PE, President		8/14/2020
Name and Title	Signature	Date

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

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

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

Company Name: AirX Utility Surveys

Contact Name and Phone Number: Gail McMorran (760) 480-2347 Contact Email: gmcmorran@airxus.com

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

Contract Date: N/A

Sub-Contract Dollar Amount: \$35,000

Requirements of Contract: Utility Potholing

What portion of work will be assigned to this subcontractor: 2%

Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? Yes

Company Name: Blue Lake Civil

Contact Name and Phone Number: Maggie Witt (857) 253-8684 Contact Email: Maggie.Witt@BlueLakeCivil.com

Address: 7746 Blue Lake Drive, San Diego, CA 92119

Contract Date: N/A

Sub-Contract Dollar Amount: \$158,445

Requirements of Contract: Utility Coordination

What portion of work will be assigned to this subcontractor: 7%

Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? Yes

Company Name: Earth Mechanics, Inc.

Contact Name and Phone Number: Eric Brown (760) 736-8222 Contact Email: E.Brown@earthmech.com

Address: 145 Vallecitos De Oro, Suite E, San Marcos, CA 92101

Contract Date: N/A

Sub-Contract Dollar Amount: \$113,088

Requirements of Contract: Geotechnical

What portion of work will be assigned to this subcontractor: 5%

Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? Yes

Company Name: Estrada Land Planning

Contact Name and Phone Number: Vicki Estrada (619) 236-0143 Contact Email: VEstrada@EstradaLandPlan.com

Address: 225 Broadway, Suite 1160, San Diego, CA 92101

Contract Date: N/A

Sub-Contract Dollar Amount: \$77,084

Requirements of Contract: Landscape Architecture

What portion of work will be assigned to this subcontractor: 4%

Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? Yes

Company Name: STC Traffic

Contact Name and Phone Number: Jason Stack (760) 585-4212 Contact Email: jason.stack@stctrffic.com

Address: 5865 Avenida Encinas, Suite 142-B, Carlsbad, CA 92008

Contract Date: N/A

Sub-Contract Dollar Amount: \$180,531

Requirements of Contract: Traffic

What portion of work will be assigned to this subcontractor: 8%

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 Klemunes, PE, President
Print Name, Title



Signature

8/14/2020
Date

RESOLUTION NUMBER R- 313293

DATE OF FINAL PASSAGE NOV 17 2020

A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN DIEGO AUTHORIZING THE DESIGN COOPERATIVE AGREEMENT WITH CALTRANS AND AUTHORIZING AN AGREEMENT FOR ENGINEERING SERVICES, CONTRACT H207138, WITH DOKKEN ENGINEERING FOR PALM AVENUE & INTERSTATE 805 INTERCHANGE PROJECT.

WHEREAS, the Palm Avenue Interstate 805 Interchange project (Project) will improve and enhance traffic operations at the Interstate 805 (I-805)/Palm Avenue Interchange (Interchange) and improve bicycle and pedestrian access on Palm Avenue; and

WHEREAS, this Project will improve levels of service on the Interchange, relieve traffic congestion, reduce traffic delays caused by population growth, and provide safe mobility for all users of the Interchange; and

WHEREAS, the Project scope of work includes improving the ramp intersections at the northbound and southbound off-ramps, widening the northbound on-ramp, widening Palm Avenue west of I-805, lengthening the eastbound right-turn pocket, widening the Palm Avenue overcrossing, lengthening the dual-left turn lanes in the eastbound and westbound directions, widening Palm Avenue east of I-805, realigning Palm Avenue to include a Class IV Separated Bikeway, and installing bus pads and ramp meters on the on-ramps; and

WHEREAS, the City, in cooperation with the California Department of Transportation (Caltrans), is undertaking the design of this Project, which will involve work within Caltrans Right-of-Way. A Cooperative Agreement between the two agencies will define the responsibilities of the City and Caltrans for the design of the Project and will compensate

Caltrans for their oversight for plans, specifications, and estimates (PS&E) for an amount not to exceed \$761,000; and

WHEREAS, in September 2019, the City prepared and advertised a Request for Proposal (RFP) for selection of a consultant to provide professional engineering services for this Project. Dokken Engineering was identified as the most highly qualified consultant. This action will execute the consultant agreement with Dokken Engineering to provide professional engineering services to prepare plans, specifications, and cost estimates for the completion of the Project for an amount not to exceed \$2,198,058.00 for the 5-year term of the agreement; NOW, THEREFORE,

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

1. That the Mayor, or his designee, is authorized to execute, for and on behalf of the City, a Design Cooperative Agreement with Caltrans for the purpose of completing PS&E for Capital Improvement Program (CIP) S-00869, Palm Avenue Interstate 805 Interchange, in an amount not to exceed \$761,000.

2. That the Chief Financial Officer is authorized to expend an amount not to exceed \$761,000, from CIP S-00869, Palm Avenue Interstate 805 Interchange, Fund 400092, Otay Mesa-East Facilities Benefit Assessment, for the purpose of executing this cooperative agreement, under the terms and conditions set forth in the document, on file in the Office of the City Clerk as Document No. RR 313293⁻¹, contingent upon the Chief Financial Officer furnishing one or more certificates demonstrating that the funds for this expenditure are, or will be, on deposit with the City Treasurer.

3. That the Mayor, or his designee, is authorized to execute, for and on behalf of the City, an Agreement with Dokken Engineering for professional engineering services for CIP S-00869, Palm Avenue Interstate 805 Interchange, in an amount not to exceed \$2,198,058.00.

4. That the Chief Financial Officer is authorized to expend an amount not exceed \$2,198,058.00 from CIP S-00869, Palm Avenue Interstate 805 Interchange; of which, \$764,898.00 is in Fund 400092, Otay Mesa-East Facilities Benefit Assessment, \$916,694.19 is in Fund 400093, Otay Mesa-West Facilities Benefit Assessment, and \$516,465.81 is in Fund 400857, Otay Mesa Development Impact Fee, for the purpose of executing this agreement with Dokken Engineering, under the terms and conditions set forth in the document, on file in the Office of the City Clerk as Document No. RR313293⁻², contingent upon the Chief Financial Officer furnishing one or more certificates demonstrating that the funds for this expenditure are, or will be, on deposit with the City Treasurer.

5. That the Chief Financial Officer is authorized, upon advice from the administering department, to transfer excess budgeted funds, if any, to the appropriate reserves.

APPROVED: MARA W. ELLIOTT, City Attorney

By /s/ Ryan P. Gerrity
Ryan P. Gerrity
Deputy City Attorney

RPG:cw

10/22/20

Or.Dept: Public Works - Engineering

CC No.: 3000013525 (Design Cooperative Agreement - Caltrans)


CC No.: 3000013526 (Agreement - Engineering Services - Dokken Engineering)

Doc. No.: 2501258

I hereby certify that the foregoing Resolution was passed by the Council of the City of San Diego, at its meeting of 11/10/2020.

ELIZABETH S. MALAND
City Clerk

By /s/ Stacy D. Ready
Deputy City Clerk



KEVIN L. FAULCONER, Mayor

Approved: 11/16/20
(date)

Vetoed: _____
(date)

KEVIN L. FAULCONER, Mayor

The City of San Diego
COMPTROLLER'S CERTIFICATE

CERTIFICATE OF UNALLOTTED BALANCE

ORIGINATING CC 3000013525
 DEPT. NO.: 2112

I HEREBY CERTIFY that the money required for the allotment of funds for the purpose set forth in the foregoing resolution is available in the Treasury, or is anticipated to come into the Treasury, and is otherwise unallotted.

Amount: _____

Purpose: _____

Date: _____

By: _____
 COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA									
Doc. Item	Funded Program	Fund	Grant Number	G/L Account	Functional Area	Business Area	Fund Center or Cost Center	Internal Order or WBS Element	Original Amount
TOTAL AMOUNT									

FUND OVERRIDE

CERTIFICATION OF UNENCUMBERED BALANCE

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of the City of San Diego; and I do hereby further certify, in conformity with the requirements of the Charter of the City of San Diego, that sufficient moneys have been appropriated for the purpose of said contract, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said money now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to Exceed: \$761,000.00

Vendor: Caltrans

Purpose: To authorize the expenditure of funds not to exceed \$761,000.00 to Caltrans for the execution of a Design Cooperative Agreement for the Palm Avenue Interstate 805 Interchange project.

Date: October 1, 2020

By: *Raymond Ladanza*
 Raymond Ladanza
 COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA									
Doc. Item	Funded Program	Fund	Grant Number	G/L Account	Functional Area	Business Area	Fund Center or Cost Center	Internal Order or WBS Element	Original Amount
1	S00869	400092	NOT_RELEVANT_GRANT	512176	OTHR-00000000-TR	2113	2113120013	S-00869.02.02	\$761,000.00
TOTAL AMOUNT									\$761,000.00

FUND OVERRIDE

The City of San Diego
COMPTROLLER'S CERTIFICATE

CERTIFICATE OF UNALLOTTED BALANCE

ORIGINATING

CC 3000013526
 DEPT. NO.: 2112

I HEREBY CERTIFY that the money required for the allotment of funds for the purpose set forth in the foregoing resolution is available in the Treasury, or is anticipated to come into the Treasury, and is otherwise unallotted.

Amount: _____

Purpose: _____

Date: _____

By: _____
 COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA									
Doc. Item	Funded Program	Fund	Grant Number	G/L Account	Functional Area	Business Area	Fund Center or Cost Center	Internal Order or WBS Element	Original Amount
TOTAL AMOUNT									

FUND OVERRIDE

CERTIFICATION OF UNENCUMBERED BALANCE

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of the City of San Diego; and I do hereby further certify, in conformity with the requirements of the Charter of the City of San Diego, that sufficient moneys have been appropriated for the purpose of said contract, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said money now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to Exceed: \$2,198,058.00

Vendor: Dokken Engineering

Purpose: To authorize the expenditure of funds not to exceed \$2,198,058.00 to Dokken Engineering for the execution of an Agreement for design services for the Palm Avenue Interstate 805 Interchange project.

Date: October 1, 2020

By: Raymond Iadanza
 COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA									
Doc. Item	Funded Program	Fund	Grant Number	G/L Account	Functional Area	Business Area	Fund Center or Cost Center	Internal Order or WBS Element	Original Amount
1	S00869	400092	NOT_RELEVANT_GRANT	512028	OTHR-00000000-TR	2113	2113120013	S-00869.02.02	\$764,898.00
2	S00869	400093	NOT_RELEVANT_GRANT	512028	OTHR-00000000-TR	2113	2113120013	S-00869.02.02	\$916,694.19
3	S00869	400857	NOT_RELEVANT_GRANT	512028	OTHR-00000000-TR	2113	2113120013	S-00869.02.02	\$516,465.81
TOTAL AMOUNT									\$2,198,058.00

CC-361 (REV 7-09)

FUND OVERRIDE

CC 3000013526

Passed by the Council of The City of San Diego on NOV 10 2020, by the following vote:

Councilmembers	Yeas	Nays	Not Present	Recused
Barbara Bry	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jennifer Campbell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chris Ward	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Monica Montgomery	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mark Kersey	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chris Cate	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Scott Sherman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vivian Moreno	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Georgette Gómez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Date of final passage NOV 17 2020.

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

AUTHENTICATED BY:

KEVIN L. FAULCONER
Mayor of The City of San Diego, California.

(Seal)

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

By , Deputy

Office of the City Clerk, San Diego, California
Resolution Number R- <u>313293</u>

Passed by the Council of The City of San Diego on November 10, 2020, by the following vote:

YEAS: **BRY, CAMPBELL, WARD, MONTGOMERY, KERSEY, CATE, SHERMAN,
MORENO, AND GÓMEZ.**

NAYS: **NONE.**

NOT PRESENT: **NONE.**

RECUSED: **NONE.**

AUTHENTICATED BY:

KEVIN L. FAULCONER

Mayor of The City of San Diego, California

ELIZABETH S. MALAND

City Clerk of The City of San Diego, California

(Seal)

By: **Stacy D. Ready**, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true, and correct copy of
RESOLUTION NO. **R-313293** approved on **November 10, 2020**. The date of final
passage is **November 17, 2020**.

ELIZABETH S. MALAND

City Clerk of the City of San Diego, California

(Seal)

By: , Deputy