

January 17, 2023

VIA EMAIL: david.holman@tylin.com

Mr. David Holman, Project Manager
T.Y. Lin International
404 Camino del Rio South, Suite 700
San Diego, CA 92108

Subject: Agreement for Design of San Carlos Interconnect and Transmission Pipeline;
Transmittal of Agreement H2225981; **Notice to Proceed**

Dear Mr. David Holman:

On January 13, 2023, the City of San Diego (City) executed the subject Agreement. This action constitutes the Notice of Award.

Said Agreement is for Design of San Carlos Interconnect and Transmission Pipeline, with a total not-to-exceed contract amount of \$998,968.00 (consisting of \$800,865 for the Scope of Services and \$198,103 for Additional Services) for the accomplishment of same.

Additionally, your DIR Project ID number is 449834. It is your responsibility to share this number with all applicable subs, regardless of tier, if subs are ever utilized under the subject agreement in the future. This number is needed to submit certified payroll records into the DIR's Electronic Certified Payroll Reporting (eCPR) database.

Therefore, the City hereby issues this Notice to Proceed for the Scope of Services delineated in Exhibit A of the aforementioned Agreement. A copy of the subject Agreement and your DIR Project ID confirmation are enclosed herein for your file.

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

Sincerely,

Spencer Deane

Spencer Deane
Contract Specialist
Purchasing & Contracting Department

Page 2 of 2
Mr. David Holman, Project Manager
January 17, 2023

CC:sd

Enclosures: 1. Agreement H2225981
2. DIR Project ID PWC-100

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

**AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND
T.Y. LIN INTERNATIONAL
FOR
DESIGN OF SAN CARLOS INTERCONNECT AND
TRANSMISSION PIPELINE**

CONTRACT NUMBER: H2225981

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DESIGN PROFESSIONAL AGREEMENT EXHIBITS

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

**AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND T.Y. LIN INTERNATIONAL
FOR DESIGN PROFESSIONAL SERVICES**

THIS Agreement is made and entered into between the City of San Diego, a municipal corporation [City], and T.Y. Lin International [Design Professional] for the Design Professional to provide Professional Services to the City for the Design of San Carlos Interconnect and Transmission Pipeline [Project].

RECITALS

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

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

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

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

**ARTICLE I
DESIGN PROFESSIONAL SERVICES**

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

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

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

1.3 City Modification of Scope of Services. The City may, without invalidating this Agreement, order changes in the Scope of Services by altering, adding to or deducting from

the Professional Services to be performed. All such changes shall be in writing and shall be performed in accordance with the provisions of this Agreement. If any such changes cause an increase or decrease in the Design Professional's cost of, or the time required for, the performance of any of the Professional Services, the Design Professional shall immediately notify the City. If the City deems it appropriate, an equitable adjustment to the Design Professional's compensation or time for performance may be made, provided that any adjustment must be approved by both Parties in writing in accordance with Section 9.1 of this Agreement.

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

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

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

ARTICLE II DURATION OF AGREEMENT

2.1 Term of Agreement. This Agreement shall be effective on the date it is executed by the last Party to sign the Agreement, and approved by the City Attorney in accordance with San Diego Charter Section 40. Unless otherwise terminated, it shall be effective until completion of the Scope of Services or 60 months; whichever is the earliest but not to exceed five years unless approved by City ordinance.

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

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

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

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

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

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

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

ARTICLE III COMPENSATION

3.1 Amount of Compensation. The City shall pay the Design Professional for performance of all Professional Services rendered in accordance with this Agreement, including reasonably related expenses, a total contract amount not exceeding \$998,968. The compensation for the Scope of Services shall not exceed \$800,865, and the compensation for Additional Services (described in Section 3.2), if any, shall not exceed \$198,103.

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 Contractors Pollution Liability Insurance.

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

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

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

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

For consultant agreements where there is a pollution exposure and Design Professional manuscript Architects & Engineers Professional Liability policy affords pollution liability coverage, [Design Professional may, in lieu of providing separate Contractor's Pollution Liability Insurance, provide to City either: (a) the endorsement affording pollution liability coverage under the Architects & Engineers Professional Liability

policy or (b) a copy of the Architects & Engineers Professional Liability policy language where this is stated. The Architects & Engineers Professional Liability policy limits must reflect a minimum of \$3,000,000 per claim and \$5,000,000 annual aggregate if the manuscript Architects & Engineers Professional Liability policy affords pollution liability coverage.

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

4.3.3 Acceptability of Insurers.

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

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

4.3.4 Required Endorsements.

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

4.3.4.1 Commercial General Liability Insurance Endorsements.

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

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

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

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

4.3.4.3 Contractors Pollution Liability Insurance Endorsements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.5 Contract Records and Reports.

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

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

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

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

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

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

4.6 Non-Discrimination Requirements.

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

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

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

provided for in the Nondiscrimination Ordinance apply only to violations of said Nondiscrimination Ordinance.

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

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

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

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

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

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

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

4.10 Conflict of Interest. The Design Professional is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and

procurement practices, including but not limited to California Government Code sections 1090, et seq. and 81000, et seq., and the City of San Diego Ethics Ordinance, codified in the San Diego Municipal Code at sections 27.3501 to 27.3595.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

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

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

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

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

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

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

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

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

**ARTICLE V
RESERVED**

ARTICLE VI INDEMNIFICATION

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

6.2 Design Professional Services Indemnification and Defense.

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

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

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

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

ARTICLE VII MEDIATION

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

7.2 Mandatory Mediation Costs. The expenses of witnesses for either side shall be paid by the Party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator [Mediator], and the cost of any proofs

or expert advice produced at the direct request of the Mediator, shall be borne equally by the Parties, unless they agree otherwise.

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

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

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

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

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

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

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

ARTICLE VIII INTELLECTUAL PROPERTY RIGHTS

8.1 Work For Hire. All original designs, plans, specifications, reports, documentation, and other informational materials, whether written or readable by machine, originated or prepared exclusively for the City pursuant to this Agreement (Deliverable Materials) is “work for hire” under the United States Copyright law and shall become the sole property of the City and shall be delivered to the City upon request. The Design

Professional, including its employees, and independent Subcontractor(s), shall not assert any common law or statutory patent, copyright, trademark, or any other intellectual proprietary right to the City to the Deliverable Materials.

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

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

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

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

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

8.7 Intellectual Property Warranty and Indemnification. Design Professional represents and warrants that any materials or deliverables, including all Deliverable

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

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

ARTICLE IX MISCELLANEOUS

9.1 Notices. In all cases where written notice is required under this Agreement, service shall be deemed sufficient if the notice is deposited in the United States mail, postage paid. Proper notice shall be effective on the date it is mailed, unless provided otherwise in this Agreement. For the purpose of this Agreement, unless otherwise agreed in writing, notice to the City shall be addressed to: Engineering & Capital Projects Department, c/o Ramesis Bustamante, 525 B Street, Suite 750, San Diego, CA 92101, and notice to the Design Professional shall be addressed to: T.Y. Lin International, David Holman, 404 Camino del Rio South, Suite 700, San Diego, CA 92108, david.holman@tylin.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: David Holman, Greg Campbell, Maggie Witt, Tim Monroe, Mike Connor, Phillip Brand, Michael Page [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.

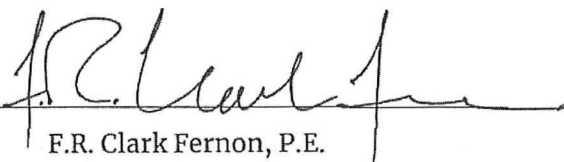
It will be the **Design Professional's obligation to defend**, at Design Professional's expense, any legal actions or challenges seeking to obtain from the City any information requested under the California Public Records Act withheld by the City at the Design Professional's request. Furthermore, the 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.

IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor, pursuant to San Diego Municipal Code 22.3207, authorizing such execution, and by the Design Professional pursuant to T.Y. Lin International's signature authority document.

I HEREBY CERTIFY I can legally bind T.Y. Lin International and that I have read all of this Agreement, this 30th day of November, 2022.

By 
F.R. Clark Fernon, P.E.
Sr. Vice President

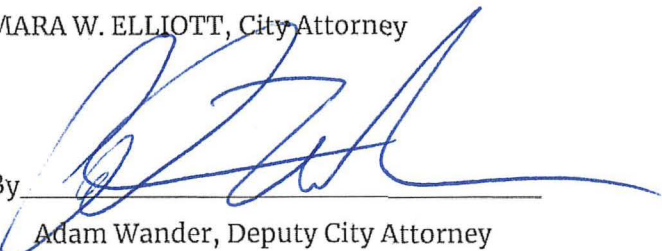
Dated this 11th day of January, 2023.

THE CITY OF SAN DIEGO
Cindy Crocker
Principal Contract Specialist

By 

I HEREBY APPROVE the form of the foregoing Agreement this 13 day of JANUARY, 2023.

MARA W. ELLIOTT, City Attorney

By 
Adam Wander, Deputy City Attorney

DESIGN PROFESSIONAL AGREEMENT
EXHIBITS

SCOPE OF SERVICES

I. GENERAL

The Scope of Services defines the extent of design-consultant services to complete the work and documents specified herein for Design (Plans, Specifications, and Estimates), assistance during the bidding and award stage, Construction Support, and As-Built generation of San Carlos Interconnect and Transmission Pipeline, herein referred to as Project.

II. PROJECT DESCRIPTION

The City of San Diego plans to replace the existing San Carlos Reservoir near Tommy Street and Wing Span Drive. To support this new reservoir the San Carlos Interconnect and Transmission Pipelines project was developed to replace critical components of the aging piping that feeds the reservoir. To provide added system redundancy and improved connectivity, a new pressure zone is planned to be formed from several existing pressure zones within the area that have similar HGLs. This scope of work includes the design with bid and construction support services for the San Carlos transmission pipelines.

The Project will replace and install approximately 1,921 linear feet (LF) (0.36 miles) of 8-inch, 16-inch and 24-inch diameter water mains to replace existing water mains. The Project will construct approximately 5,340 linear feet (1.01 miles) of new 8-inch, 16-inch and 24-inch water mains and abandon approximately 1,544 linear feet (0.29 miles) of existing water main. Water main replacement will occur within the same utility alignment as the existing water mains. The new water main improvements will be installed in new trenches. In addition, the project will include associated water services, fire hydrant, laterals, curb ramps, traffic control, trench restoration, pavement resurfacing and appurtenances.

Task 1. Project Management

This task involves project management services including the requirements for preparation of project schedule and milestones, progress reports, invoicing, meetings, administration of QA/QC, and oversight of the work.

Subtask 1.1. Project Management Support

The Design Professional shall provide management support to the City in the execution of the Project's design phase and design related issues during the bid, award, and construction phase. Maintain communications between the City's Project Manager, Design Project Manager, and design team. Prepare, circulate and file correspondence, meeting minutes, memos and task items as appropriate.

Subtask 1.2. Project Meetings

The Design Professional shall attend up to forty-six (46) meetings with the City and coordinate the preparation of supporting materials as needed. Project design meetings are listed in Task 2 and post design meetings are listed in Tasks 11 and 12.

Subtask 1.3. Project Design Schedule and Budget Controls

The Design Professional will prepare, monitor, and maintain Project design schedule and budget controls. The Design Professional will initiate corrective actions in consultation with the City Project Management Staff if deviations from the scheduled task completions and budget arise.

Subtask 1.4. Maintain Project Schedule

The project schedule will include Project tasks, task interrelationships, milestones, and intermediate and final Project deliverables in accordance with the City of San Diego Guidelines and Standards. The Project schedule will be updated once per month and submitted with monthly progress report.

Subtask 1.5. Task Schedules

The project schedule will include separate schedules for individual tasks, monitor continuously, and update to show actual and planned progress.

Subtask 1.6. Progress Reports

The Design Professional will develop a monthly progress report. The format of the final monthly progress report will be developed in coordination with the City's Project Manager. The report will be used by the City for briefings that may be required. The report shall be attached to the monthly progress invoice. The report contents include, but are not limited to:

- Schedule Information
- Percentage of individual task completion
- Budget Information
- Problems Encountered
- Out-of-Scope Authorizations
- Design Professional Action Items
- City Actions
- Resolved Items and Resolution organized by issue

Subtask 1.7. Project Coordination

The Design Professional will provide coordination and communications between the City Project Management staff and the Design Professional staff with the goal of keeping the Project Team informed of the Project's progress on key issues and decisions. The Design Professional shall inform the City of subconsultant activities and relay feedback from City staff.

The Design Professional will coordinate with the Project Team in development of monthly progress reports to provide coordination and communications between its own Project

Management Team and individual Task Managers of the various Project elements, activities, and tasks.

1.7.1. Coordinate with Other Projects

The Design Professional will coordinate with surrounding projects. Coordination will consist of exchange of information, including drawings and files, as requested by the City. The identified surrounding projects include:

1. San Carlos Reservoir Project
2. Lake Murray Improv 2

Subtask 1.8. Quality Management

The Design Professional will provide quality management and oversee the implementation of QA procedures in accordance with the TYLI quality management plan (QMP). The Design Professional will coordinate QA between its own Project Team and individual Task Managers of the various Project elements, activities and tasks.

Task 2. Project Design Meetings

The Design Professional will attend meetings as noted below and coordinate the preparation of supporting materials, as required. The Design Professional will prepare meeting agenda and minutes for meetings and distribute these to attendees and others designated by the City's Project Manager. Meeting action items will be organized on one list and the Design Professional will coordinate Project Team action items until addressed by the appropriate task managers. The Design Professional will provide the status on Project design issues/problems organized on a status log by subject matter. Meetings are assumed to be one (1) hour in length and held virtually over a 24-month duration in accordance with the project baseline schedule.

Subtask 2.1. Kick-Off Meeting

The City will conduct one (1) design kick-off meeting and the Design Professional's Project Manager and Project Engineer will attend the meeting. The Design Professional will present its Project Schedule.

Subtask 2.2. Monthly Progress Meetings

The Design Professional will lead twenty-four (24) monthly progress meetings with task managers and/or major subconsultants assisting in performing work. Design Professional's Project Manager, Project Engineer, and select sub-consultants will attend.

Subtask 2.3. Submittal Meetings

The Design Professional will attend four (4) submittal meetings to review various design issues prior to the submittal. The meetings will be held prior to 30% Design, 60% Design, 100% Design, and Final Design.

The Design Professional will attend five (5) submittal review meetings to discuss review comments following the submittal. A review meeting will be held after each of the BODR, 30% Design, 60% Design, 100% Design, and Final Design submittals.

Subtask 2.4. Operational Meetings

The Design Professional will attend four (4) operations meetings to review various design issues after submittal. The meetings will be held after 30% Design, 60% Design, 100% Design, and Final Design. The Design Professional shall respond to Water Operations comments in a form provided by the City.

Subtask 2.5. Traffic Control Meetings

The Design Professional will attend up to five (5) Traffic Control Meetings with the City Traffic Engineer or the appropriate agency at 60% Design, 100% Design, and Final Design if needed.

Subtask 2.6. ADA Meetings

The Design Professional will attend up to five (5) meetings with the City CIP Access Law Compliance Officer or the appropriate agency to discuss the curb ramp design at 60% Design, 100% Design, and Final Design.

Subtask 2.7. QA/QC Meetings

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

Subtask 2.8. Design Team Meetings

The Design Professional will lead up to twenty-four (24) design team meetings to provide coordination and communication with its subconsultants for various Project elements, activities and tasks. Meeting will be held in support of design coordination and monitoring progress in relation to the Project schedule and budget.

Task 3. Preliminary Studies

Subtask 3.1. Survey Research

The City will provide available survey records for parcels and properties within the Project area. The Design Professional will review records provided and identify properties or easements impacted by project improvements. This project is entirely within the City's right-of-way, City easements or on City-owned property per the Preliminary Engineering Report.

The City will provide aerial and field surveying for the Project area. The aerial topographic survey and base survey map will be provided to the Design Professional in Microstation format and in accordance with City standards. It is assumed the mapping received from the City will be complete and in ready to use condition. Supplemental survey may be provided through Additional Services if authorized by the City.

Subtask 3.2. Utility Research and Mapping

The Design Professional will provide utility investigations and potholing of critical utilities within the project area as described below.

3.2.1. Utility As-Built Records

The City has provided available as-built drawings for streets, water, sewer and storm drains in PDF format. The Design Professional will review as-built drawings provided and identify additional areas or utility records needed within the project limits. Design Professional will coordinate requests to obtain additional as-built records from the City.

3.2.2. Franchise Utilities

The Design Professional will prepare and send letters to private franchise utility companies requesting mapping of their facilities within the Project area. Franchise utility mapping received will be incorporated into the base map.

3.2.3. Site Visits

The Design Professional will conduct up to five (5) visits to verify existing utilities, identify those that require potholing, and observing other project features.

3.2.4. Potholing

The Design Professional's qualified subconsultant will perform up to eighteen (18) potholes along the pipeline alignment for purposes of locating and determining size and depth of existing utilities. The potholes will be excavated using non-disruptive air/vacuum method. The potholes will be backfilled with a permanent surface hot patch asphalt repair. Each pothole location will be marked with a PK nail, paint, or stake for survey locating. The pothole subconsultant will coordinate with USA DigAlert for local utility information and mark out, follow-up with identified utilities and mapping prior to finalizing the pothole locations. The potholing subconsultant will obtain necessary encroachment permits for subsurface investigations. The potholing subconsultant will develop non-engineered traffic control plans and provide traffic control measures during potholing operations. The results of potholing activities will be provided in a pothole utility report. Should hazardous materials be encountered, Design Professional will contact the City if such work is necessary. All transport of hazardous waste shall be performed by the City of San Diego's on-call hazardous materials testing vendor. Services will be provided through design phase only.

Permit and agency fees will be paid by the City.

DELIVERABLES

- (1) Electronic copy of Encroachment Permits
- (1) Electronic copy of Pothole Utility Report

3.2.5. Geophysical Locating

Ground penetrating radar (GPR) scanning will be performed for a period of sixteen hours (16), or two (2) days, to assess the presences of subsurface objects including existing known and unknown utilities and structures. The GPR scanning will be performed by the Design Professional's qualified subconsultant. The GPR scanning will be scheduled to occur concurrently with the potholing activities described in Task 3.3.4.

The results of GPR scanning will be provided in a GRP Scanning report. Services will be provided through design phase only.

DELIVERABLES

- (1) Electronic copy of GPR Scanning Report

3.2.6. Utility Mapping

The Design Professional will develop a Base Map of the existing utilities using as-built records, franchise utility mapping and field pothole and GRP scanning data collected. The utility base map will be referenced into the design drawings.

Subtask 3.3. Phase 1 Environmental Site Assessment

To evaluate the potential for impacts from the presence of hazardous materials along or in the vicinity of the project alignments, Geotechnical subconsultant will conduct a Phase I Environmental Site Assessment (Phase I ESA) study. One leaking underground storage tank (LUST) case has been documented within 500 feet of the project but not within the project footprint. The one LUST case is identified as a Mobil Service Station (08-E2B), which is located 180 feet to southeast. Additional LUST cases that have been previously documented will be included in the Phase I ESA study. The Phase I ESA study will be performed in general conformance with the American Society for Testing and Materials (ASTM) Standard Practice E1527 - 13 and E2600 - 10, and will include the following tasks:

3.3.1. Information Review

Geotechnical subconsultant will review publicly available records/files maintained by the State Water Resources Control Board (SWRCB) and the County of San Diego Department of Environmental Health Services (DEHS) which are available on the State of California GeoTracker website for information pertaining to unauthorized releases along the project alignment corridors and their immediate vicinity. In addition, the Geotechnical subconsultant will retain the services of Environmental Data Resources, Inc. (EDR), an independent database search company, to perform a search of pertinent Federal, State and local regulatory agency database records. The EDR report also includes historical land use information from readily available public records such as old business directories, Sanborn Fire Insurance maps, and historical aerial photographs and topographic maps. For the purpose of this project, the database search will be limited to a 2,000-foot wide corridor along the project alignment corridors.

3.3.2. Site Reconnaissance & Interviews

This task involves the performance of a visual reconnaissance of the project alignments to observe current conditions and activities along the project alignment corridors and adjoining properties. Visual indicators of the use or storage of hazardous materials/wastes and potential contamination, such as soil stains, surface spills, stressed vegetation, or other evidence of potential hazardous materials-related conditions will be evaluated and recorded. This task does not include the collection of soil and/or groundwater samples for analytical (chemical) testing.

Geotechnical subconsultant will perform interviews with individuals with knowledge of cases/sites which are deemed to pose high risk to the project site.

3.3.3. Data Analysis and Reporting

The information obtained from the data review and site reconnaissance will be compiled and evaluated, and presented in a written report. The report will address the presence of hazardous waste contamination sources on or in the immediate site vicinity that could pose a potential hazard to the proposed project alignments. The report will include technical data gathered during the course of the study and the preliminary findings and recommendations for further investigation, if applicable, in areas where the presence of contaminated soil or groundwater conditions may exist.

Geotechnical subconsultant will prepare one (1) Draft Report for review and comment by the City and the Design Professional. The subconsultant will revised the draft report and prepare one (1) Final Report incorporating responses to review comments received.

DELIVERABLES

- (1) Electronic copy of Draft Phase I ESA Report
- (1) Electronic copy of Final Phase I ESA Report

Subtask 3.4. Geotechnical Investigation

The Geotechnical Investigation will be performed by the Design Professional's qualified geotechnical subconsultant. Services will be provided through design.

3.4.1. Information Review

This task involves a review of readily available information, including preliminary project design information, published geologic literature and maps, as-built utility maps, pertinent geotechnical reports prepared by others (if available), and topographic maps.

3.4.2. Field Reconnaissance, Planning, Permitting and Utility Clearances

This task includes the performance of several subtasks and services in preparation of the field exploration program, as follows:

- a. Perform a field reconnaissance to select suitable locations for the exploratory soil borings.
- b. Prepare a map showing the approximate proposed boring locations for approval by the City and the Design Professional. Borings located in areas which based on the Phase I ESA study may have the potential for contaminated soil and/or groundwater conditions will also be used to collect environmental samples.
- c. Coordinate utility clearance of the proposed boring locations through Underground Service Alert (USA).
- d. Obtain encroachment and traffic control permits from the City of San Diego Public Work Field Division.

- e. Prepare a package for the DS 511 review process consisting of a boring location map with access paths (for any borings not in the paved ROW), photolog of each proposed boring location and general surrounding area, and a description of the work (equipment type- i.e., truck-mounted rig or hand auger, boring diameter, etc.). This submittal shall be provided six (6) weeks prior to starting anticipated geotechnical investigation work.
- f. Obtain soil boring permits from the County of San Diego Department of Environmental Health Services (DEHS), if required.
- g. The borings for the subject project will be performed within the City of San Diego's public right-of-way.
- h. No additional regulatory agency permits are anticipated to perform the soil borings and therefore not included in the scope of services.

DELIVERABLES

- (1) Electronic copy of Boring Log Map
- (1) Electronic copy of Encroachment and Traffic Control Permits
- (1) Electronic copy of Support Data for City's IB-511
- (1) Electronic copy of Soil Boring Permits (if required)

3.4.3. Field Exploration Program

This task will include the performance of up to seven (7) borings to evaluate the subsurface conditions along the project alignments. The borings will be advanced using a truck-mounted drill rig to a depth of approximately 5 feet below the invert depth of the proposed pipeline to the maximum depth of 20 feet below the existing ground surface (bgs).

The borings will be advanced using conventional hollow-stem auger drilling method to the target depth. In the event of early refusal on granitic rock or strongly cemented cobbles and boulders above the proposed pipeline invert elevations, the driller will convert to air rotary drilling method or HQ rock coring method, and continue drilling to the target depths.

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

Upon completion of the field exploration activities, the borings will be backfilled with concrete grout. Borings that are located in the paved public right-of-way will be repaired in accordance with the City of San Diego Standard Drawings for Public Work Construction SDG 123. The work areas will be cleaned and excess soil and/or fluid will be removed for offsite disposal.

The field exploration activities will comply with State of California prevailing wage requirements.

3.4.4. Laboratory Testing

Geotechnical subconsultant will perform laboratory tests on selected soil samples to verify field classifications and to evaluate certain engineering characteristics. Laboratory tests will be performed in general conformance with the American Society for Testing and Materials (ASTM) or other generally accepted testing procedures. The testing program is anticipated to include the following:

- In-place Moisture Content (ASTM D2216);
- Moisture Content and Dry Density (ASTM D2937);
- Wet Sieve Analysis (ASTM D422);
- Atterberg Limits (ASTM D4318);
- Compaction (ASTM D1557);
- Direct Shear (ASTM D3080);
- Expansion Index (ASTM D4829); and
- Soil pH, resistivity, and soluble sulfate and chloride concentrations, and bicarbonates.

3.4.5. Engineering Analysis and Report Preparation

Geotechnical subconsultant will analyze the field and laboratory data and develop recommendations pertaining to the geotechnical aspects of the project. A summary of findings, including the final test results, and opinions and recommendations will be presented in a written Draft Report that will address the following issues:

- General surface and subsurface conditions;
- General geologic conditions and potential geologic hazards;
- Groundwater conditions, if encountered within the maximum depth of exploration;
- Soil/rock excavation characteristics;
- Allowable soil bearing capacity and earth pressures;
- Modulus of subgrade reaction;
- Soil settlement/ heaving characteristics;
- Soil corrosivity characteristics;
- Slope stability recommendations;
- Pipeline trenching and installation recommendations;
- Groundwater conditions and dewatering recommendations, if required, based on the groundwater level encountered in the borings at the time of drilling and a review of existing information available on the Geotracker database; and
- General construction-related considerations, including earthwork guidelines,

backfilling operations, temporary sloped excavations and shoring, and construction dewatering, if applicable.

Geotechnical subconsultant will prepare one (1) Draft Report for review and comment by the City and the Design Professional. The subconsultant will revised the draft report and prepare a Final Report incorporating responses to review comments received.

DELIVERABLES

- (1) Electronic copy of Draft Geotechnical Report
- (1) Electronic copy of Final Geotechnical Report

Subtask 3.5. Chemical and Analytical Testing and Analysis

Chemical and analytical testing will be performed on selected soil and water samples based on the results of the Phase I ESA study and preliminary screening with the OVM. The testing program is anticipated to include the following:

- Total Petroleum Hydrocarbon as Gasoline, BTXE and MTBE (EPA 8015 & 8021);
- Oil and Grease Compounds (EPA 1664);
- Tittle 22 Metals (TTLC);
- Tittle 22 Metals (STLC); and
- Hexavalent Chromium.

Testing for soluble heavy metal concentrations will only be performed on soil samples with total metal concentrations which exceed the TTLC values and/or more than ten times the STLC values set by the U.S. Environmental Protection Agency. It is assumed that a total of two (2) samples will require STLC testing. It must be noted that this estimated quantity will be subject to variation depending on the actual number of samples which exceed the threshold limits.

In the event that contaminated soils and/or groundwater are encountered, the Geotechnical subconsultant will provide evaluation and estimate of tonnage of petroleum contaminated soils/groundwater, non-RCRA hazardous or RCRA, as applicable, which will be generated during construction. Recommendations for testing, sampling, handling and temporary safe storage of contaminated soils/groundwater will also be provided.

DELIVERABLES

- (1) Electronic copy of Chemical and Analytical Testing Analysis Results

Subtask 3.6. Subconsultant Coordination

3.6.1. Geotechnical

The Design Professional will coordinate the geotechnical services provided by qualified subconsultant. Design Professional will observe the field investigational boring activities and monitor progress. Geotechnical services will be performed during the design phase only.

The Design Professional will provide the geotechnical subconsultant with readily

available pertinent information, including preliminary project plans, as-built utility plans, topographic maps, and geotechnical reports (if available) pertaining to existing City-owned utilities or facilities that are located in the immediate vicinity of the project alignments for their reference and use.

The Design Professional will coordinate with the City for their execution of a County DEHS “Property Owner Responsibility Acknowledgment” form that will need to be submitted to the County DEHS as part of the boring permit application, if required.

The Design Professional will prepare the base map for the City’s DS 511 submittal including delineation of pertinent biological, archeological and paleontological sensitive areas, if required. The City will be responsible for submitting the DS 511 submittal to the City of San Diego Development Services Department.

3.6.2. Potholing and GPR Scanning Coordination

The Design Professional will consult with City staff to develop a potholing and GPR scanning plan identifying the quantity, location and depth of potholes and limits of GPR scanning areas. The Design Professional will coordinate the potholing and GPR scanning services provided by qualified subconsultant. The Design Professional will observe the potholing and GPR scanning activities and monitor progress. The Design Professional will review potholing utility and GPR scanning reports prepared by subconsultant and incorporate data into the base map. Potholing services will be performed by during the design phase only.

3.6.3. Corrosion

The Design Professional will coordinate the soil resistivity testing performed with geotechnical services provided by qualified subconsultant.

Subtask 3.7. Coatings

The Design Professional will review coating options and provide recommendations to be incorporated into the basis of design report (BODR).

Subtask 3.8. Water System Sizing

The Design Professional will review water pipe sizing proposed in the 10% Design Report prepared by the City PUD to assess the water modeling performed. The Design Professional will coordinate with the City PUD and provide recommendations for potential pipe sizing revisions needed to meet fire flow requirements.

Task 4. Permitting

The Design Professional will provide materials for permit submittal packages, arrange meetings, and coordinate correspondence for obtaining the permits and permissions.

Subtask 4.1. Private Property Coordination

Improvements and abandonments may encroach on private property. The Design Professional may need to coordinate with and provide pertinent design information to affected property

owners for this project. Coordination will include right of entry permits from private properties for potential geotechnical borings located on private properties, private roads, or easements.

Subtask 4.2. SWRCB Coordination

The State Water Resource Control Board's Division of Drinking (DDW) regulations require separation of new potable drinking water pipelines and non-potable pipelines. New water mains which do not meet the separation criteria will require written approval from the DDW. The Design Professional will review the proposed water system design improvements to identify locations which do not meet the separation criteria. The Design Professional will prepare and submit a request for alternative water system separations for locations which do not meet the separation criteria. The Design Professional will coordinate with the DDW to obtain written approval of the alternative separation prior to construction. The preliminary engineering report identified existing water mains which do not meet the required separation are listed below.

- Tommy Street between Wing Span Drive and Tommy Drive
- Tommy Drive between Tommy Street and Cowles Mountain Boulevard
- Cowles Mountain Boulevard between Tommy Drive and Navajo Road

DELIVERABLES

- (1) Electronic copy of Separation Alternative Request to DDW

Task 5. 30% Design Submittal

Design submittals will be in accordance with City of San Diego Engineering Documents & References located at <https://www.sandiego.gov/ecp/edocref>. Design submittals will be in accordance with the following published standards:

- 2021 Whitebook
- 2021 Greenbook
- 2021 City of San Diego Standard Drawings
- 2021 Water Department Design Guidelines and Standards
- California MUTCD.

The Design Professional shall prepare construction cost estimates in excel file following the same format as the City's latest Master Bid List. Engineer's estimate of probable costs shall be prepared and submitted with the 30%, 60%, 100%, and Final Design submittals.

The Design Professional will submit the Basis of Design Report (BODR) for City review and approval. Following the City's approval of the BODR, the 30% level design drawings will be submitted to the City for review and approval. The 30% Design will fulfill the requirements of applicable design and drafting checklists for water and right-of-way design in the City of San Diego. It will also include PPA package for Development Services Department submittals to receive direction regarding CEQA documentation.

DELIVERABLES

- Basis of Design Report
- 30% Design Drawings

- 30% Technical Specification Outline
- 30% Engineer's Estimate of Probable Cost
- Geotechnical Report
- Water Quality Study

Subtask 5.1. Basis of Design Report

The Design Professional will prepare a Basis of Design Report. The Design Professional will develop the basis of Design for the project and develop consensus with the project team on the direction of the project design. Elements of study include project sequencing, avoidance of shutdowns, analysis of piping and replacement pipe sizing at the Spring Hill Complex, analysis of replacement methods at Spring Hill Complex, highlining needs and fire service replacement coordination. The basis of design will present up to two (2) conceptual design alternatives to the City for selection. A Draft Basis of Design Report will be submitted to the City for review and comment. A Final Basis of Design Report will be revised to address City comments and submitted to the City.

Subtask 5.2. 30% Design Drawings

The Design Professional will develop 30% Design Drawings as described below. Design drawings will be provided in PDF and MicroStation format. The 30% Design Drawings will include an estimated 30 sheets.

- (1) Full Size Plan Sets

5.2.1. 30% General Drawings

- 5.2.1.1.*** General drawings will include cover sheet, sheet index, key map, notes and legends. Estimated 3 sheets

5.2.2. 30% Demolition, Abandonment, and Easement Plan

- 5.2.2.1.*** Drawings will show limits of demolition and abandonment along alignment, and location of existing easements. Estimated 3 sheets.

5.2.3. 30% Water Design Drawings

- 5.2.3.1.*** Plan and profile drawings of water line showing existing conditions, pipeline in plan view and pipeline stationing. Estimated 8 sheets.
- 5.2.3.2.*** Detail Drawings for steel pipe details showing joints, collars, and plates. Estimated 2 sheets.
- 5.2.3.3.*** Detail Drawings for connections showing valves with bypasses. Estimated 3 sheets.
- 5.2.3.4.*** Detail Drawings for miscellaneous water design information. Estimated 2 sheets.

5.2.4. 30% Curb Ramp Design Drawings

5.2.4.1. Plan view drawings showing proposed pedestrian and curb ramps.
Estimated 6 sheets.

5.2.5.30% Street Resurfacing Drawings

5.2.5.1. Plan view drawings showing proposed limits of street resurfacing.
Estimated 3 sheets.

Subtask 5.3. 30% Technical Specification Outline

The Design Professional will prepare 30% technical specification outline, consisting of a list of expected specification numbers only.

Subtask 5.4. 30% Engineer's Estimate of Probable Cost

The Design Professional will prepare a construction cost estimate in excel file following the same format as the City's latest Master Bid List.

Subtask 5.5. Stormwater Quality Analysis

The Design Professional will complete a Storm Water Requirement Applicability Checklist Form DS-560. The project will not be subject to permanent storm water BMP requirements because it includes construction of underground utilities without creating new impervious surfaces.

Subtask 5.6. 30% Quality Control Review

Independent reviewers will perform a quality control reviews in accordance with the QMP of the 30% Design. QC documentation will be provided to the City upon request.

Task 6. 60% Design Submittal

The Design Professional will advance the 30% design to 60% design level and will incorporate agree-upon City comments from the 30% Submittal review. Design Professional will provide written responses to the City's 30% Design review comments on form provided by the City. Design Professional will demonstrate prior comments have been satisfied prior to next design phase.

The City will provide comments on the 60% Design submittal to be incorporated in the next design phase.

DELIVERABLES

- 60% Design Drawings
- 60% Technical Specifications
- 60% Engineer's Estimate of Probable Cost
- 60% Response to Comments
- Right of Entry Permit Package

Subtask 6.1. 60% Design Drawings

Design drawings will be provided in PDF and MicroStation format. The 60% Design Drawings will include an estimated 45 sheets.

- (4) Full Size Plan Sets (excluding Traffic Control)
- (1) Full Size Traffic Control Sets

6.1.1. 60% General Drawings

6.1.1.1. General drawings will include title sheet, sheet index, key map, notes and legends. Estimated 3 sheets

6.1.2. 60% Demolition, Abandonment, and Easement Plan

6.1.2.1. Drawings will show limits of demolition and abandonment along alignment and location of existing and proposed easements. Estimated 3 sheets.

6.1.3. 60% Water Design Drawings

6.1.3.1. Plan and profile drawings of water line showing the pipeline and appurtenances in plan and profile view. Estimated 8 sheets. If required, paleontological monitoring limits will be provided on the plan and profile drawings.

6.1.3.2. Detail Drawings for water service replumbs identifying five (5) locations requiring replumbs. Estimated 3 sheets.

6.1.3.3. Detail Drawings for steel pipe details showing joints, collars, and plates. Estimated 2 sheets.

6.1.3.4. Detail Drawings for connections showing valves with bypasses. Provide details of each valve and connection. Estimated 3 sheets.

6.1.3.5. Detail Drawings for miscellaneous water design information. Estimated 2 sheets.

6.1.4. 60% Curb Ramp Design Drawings

6.1.4.1. Plan view drawings showing proposed pedestrian and curb ramps. Provide map showing curb ramp locations adjacent to construction limits. Provide enlarged view of details for each ramp with new ramp type and modifications as required by City's ADA staff. Estimated 6 sheets.

6.1.5. 60% Street Resurfacing Drawings

6.1.5.1. Plan view drawings showing proposed limits of street resurfacing. Estimated 3 sheets.

6.1.6. 60% Corrosion Drawings

6.1.6.1. Drawings showing corrosion protection details and locations. Estimated 5 sheets.

6.1.7. 60% Traffic Control Drawings

6.1.7.1. Drawings showing proposed traffic control devices. Drawings will be prepared with separate cover sheet and title blocks per City CADD standards. Traffic control plans and striping plans will be provided for work along Navajo Road from Golfcrest Drive to Cowles Mountain Boulevard. Estimated 5 traffic control sheets.

6.1.8. Survey Monument Drawings

6.1.8.1. Plan view drawing showing existing survey monuments located during field survey. Estimated 2 sheets.

Subtask 6.2. 60% Technical Specifications

Technical specifications will be submitted in Word adopting uniform format and section structure that conforms to and integrates with the Greenbook and Whitebook specifications.

Subtask 6.3. 60% Engineer's Estimate of Probable Cost

Engineer's estimate of probable cost will be submitted in Master Bid List Format.

Subtask 6.4. 60% Response to Comments

Design Professional will provide written responses to the City's 30% Design review comments on form provided by the City. Design Professional will demonstrate prior comments have been satisfied prior to next design phase.

6.4.1. Landscape Revegetation

Design Professional will review City comments and determinations of landscape revegetation requirements in developed areas within the project limits. The Design Professional will develop additional scope authorization request and submit City Project Management Staff for approval if required.

Subtask 6.5. Right of Entry Permit Packages

Right of entry permits from private properties for work located on private properties, private roads, or easements.

Subtask 6.6. 60% Quality Control Review

Independent reviewers will perform a quality control reviews in accordance with the QMP of the 60% Design. QC documentation will be provided to the City upon request.

Task 7. 100% Design Submittal

The Design Professional will advance the 60% design to 100% design level. The 100% Design is essentially fully complete in details, notes, and aspects are considered at 100% Design. The 100% Design will have fulfilled the design requirements and standards as specified by Public Utilities Department and Engineering and Capital Projects Department and other agencies involved in this Project. Design Professional will incorporate agree-upon City comments from the 60% Submittal review. Design Professional will provide written responses to the City's 60% Design review comments on form provided by the City. Design Professional will demonstrate prior comments have been satisfied prior to next design phase. The City will make final comments of the 100% Design submittal to be incorporated in the Final Design.

DELIVERABLES

- 100% Design Drawings
- 100% Technical Specifications
- 100% Engineer's Estimate of Probable Cost
- 100% Response to Comments
- Right of Entry Permit Packages
- Suggested Construction Sequencing Plan

Subtask 7.1. 100% Design Drawings

Design drawings will be provided in PDF and MicroStation format.

- (5) Full Size Plan Sets (excluding Traffic Control)
- (3) additional Full Size Plan Sets (excluding Traffic Control), if needed
- (1) Full Size Traffic Control Sets
- (1) additional Full Size Traffic Control Set, if needed

Subtask 7.2. 100% Technical Specifications

Technical specifications will be submitted in Word adopting uniform format and section structure that conforms to and integrates with the Greenbook and Whitebook specifications.

Subtask 7.3. 100% Engineer's Estimate of Probable Cost

Engineer's estimate of probable cost will be submitted in Master Bid List Format.

Subtask 7.4. 100% Response to Comments

Design Professional will provide written responses to the City's 60% Design review comments on form provided by the City. Design Professional will demonstrate prior comments have been satisfied prior to next design phase.

Subtask 7.5. Right of Entry Permit Packages

Right of entry permits from private properties for work located on private properties, private roads, or easements.

Subtask 7.6. Suggested Construction Sequencing Plan

The Design Professional will develop a suggested construction sequencing plan. The plan will identify and incorporate permit constraints, easement permissions, moratoriums, Project coordination issues, suggested contractor laydown locations and phasing requirements within the allotted working days determined by the City.

Subtask 7.7. 100% Quality Control Review

Independent reviewers will perform a quality control reviews in accordance with the QMP of the 100% Design. QC documentation will be provided to the City upon request.

Task 8. Final Design Submittal

The Design Professional will advance the 100% design to Final design level. The Final Design is fully complete in aspects and considered at final design and bid-ready. Design Professional shall incorporate City review comments from the 100% Submittal. The Design Professional will submit the Final Design and Specifications for cursory review. Design Professional's in-house review comments and City review comments and open issues shall be addressed and resolved prior to submittal of these documents to the

DELIVERABLES

- Final Design Drawings
- Final Technical Specifications
- Final Engineer's Estimate of Probable Cost
- Final Response to Comments

Subtask 8.1. Final Design Drawings

- (1) Full Size Plan Set
- (1) Electronic media in MicroStation Format in accordance with CADD guidelines

Subtask 8.2. Final Technical Specifications

Technical specifications will be submitted in Word adopting uniform format and section structure that conforms to and integrates with the Greenbook and Whitebook specifications.

Subtask 8.3. Final Engineer's Estimate of Probable Cost

Engineer's estimate of probable cost will be submitted in Master Bid List Format.

Subtask 8.4. Final Response to Comments

Design Professional will provide written responses to the City's Final Design review comments on form provided by the City. Design Professional will demonstrate prior comments have been satisfied prior to next design phase.

Subtask 8.5. Final Quality Control Review

Independent reviewers will perform a quality control reviews in accordance with the QMP of the 100% Design. QC documentation will be provided to the City upon request.

Task 9. Public Relations

The Project will require coordination with the community, private property owners, and business groups. Other community groups may be identified during the design process that will require coordination by the Design Professional. The Design Professional will have a public information officer (PIO) dedicated to the Project from design commencement to the start of construction.

Services to be provided through the start of construction.

Subtask 9.1. Public Relations Coordination

The PIO will provide public relations coordination with the Project Manager and Design Professional through the start of construction. The PIO will centralize information on a website that will be updated as described in the Community Outreach Plan to provide the community with the latest information on the progress of the Project. The PIO will work closely with the Project Manager to schedule meetings, appointments, and presentations. The PIO will coordinate and provide meeting documents, presentations, handouts, and collateral. The PIO will coordinate draft written responses to the community with City staff prior to sending formal responses. The PIO will be responsible for handling Project-related inquiries and will coordinate with the City as needed to provide accurate responses. The PIO will attend up to twenty (20) project design meetings with the team to provide updates on public relation services.

Subtask 9.2. Outreach Development

The City will conduct one (1) outreach kick-off meeting and the Design Professional's Project Manager and PIO will attend the meeting. The outreach kick-off meeting will be held to develop a common understanding of outreach needs and goals. The Design Professional will then work with City staff and the PIO to develop a draft key stakeholders list for City review and approval.

DELIVERABLES

- Draft Key Stakeholder List

Subtask 9.3. Community Outreach Plan

A Community Outreach Plan will be developed once the key stakeholders list has been approved by the City. The Community Outreach Plan will include a timeline for community relations implementation, showing the following types of outreach milestones. The Community Outreach Plan will include the following elements.

1. Due dates for draft collateral deliverables, along with completion deadlines for City reviews and due dates for revised / final collateral deliverables.
2. Dates public notices will be distributed and signage posted.
3. Timing of web page updates and other online and print press releases.
4. Timing of public meetings and associated preparation activities, including provision for Basis of Design Report, 30%, 60%, and 100% Design meetings with community planning groups, boards, committees and other key Project stakeholders.

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

DELIVERABLES

- Community Outreach Plan

Subtask 9.4. Design Presentation Letter

Two (2) rounds of community meetings will be held. The first meeting will be scheduled during the Basis of Design, 30% Design, or 60% Design stage. The second meeting will be scheduled during the 100% Design stage. The Design Professional will work with City staff and the PIO to develop the design presentation letter. The PIO will mail a letter describing the Project scope, schedule, budget, benefits, and a summary of the anticipated impact. The letter will ask the community planning groups, boards, committees and other key Project stakeholders if they would like a Project presentation.

DELIVERABLES

- Design Presentation Letter

Subtask 9.5. 30% Design or 60% Design Presentation

Public Presentations will be scheduled during the 30% Design or 60% Design stage. The Design Professional will work with City staff and the PIO to develop a design presentation to introduce the Project to the public. Feedback from public presentations will be incorporated into the final conceptual layout. The public presentations will be an opportunity for the Project team to learn and understand the public's issues concerning the Project. The PIO will be responsible for presentation collateral including fact sheets and displays. The Design Professional and PIO will attend up to five (5) public presentations.

DELIVERABLES

- 30% Design or 60% Design Presentation
- Presentation Collateral

Subtask 9.6. Follow-up Letter

The PIO will mail a follow-up letter to the community planning groups, boards, committees, and other Project stakeholders asking them if they would like an additional presentation at 100% Design.

DELIVERABLES

- Follow-up Design Presentation Letter

Subtask 9.7. Letter to the Community

During design, one (1) letter describing the Project scope, schedule, budget, benefits, and a summary of the anticipated impacts will be mailed to property owners and residents within 300 feet of the Project. The stage of design and number of mailings will be determined in the Community Outreach Plan.

DELIVERABLES

- Letter to the Community

Subtask 9.8. 100% Design Presentation

Public Presentations will be scheduled during the 100% Design stage with the key Project stakeholders. The Design Professional will work with City staff and the PIO to develop the 100% design presentation to show how their concerns were incorporated into the final design. The public presentations will be a final opportunity for the public to voice issues or concerns. The PIO will be responsible for presentation collateral including fact sheets and displays. The Design Professional and PIO will attend up to five (5) public presentations.

DELIVERABLES

- 100% Design Presentation
- Presentation Collateral

Subtask 9.9. Outreach Documentation

The PIO will document community coordination and correspondence with an Outreach Log. The PIO will maintain a log of community meeting stakeholders, dates and times, community questions, and answers that were provided. The PIO will document when a stakeholder declines a meeting or presentation. The PIO will also maintain a log of correspondence including letters, e-mails and phone correspondences. The PIO will track the correspondence by stakeholder and maintain records of mailings that are returned. The outreach log will be provided to the Project Manager monthly, or as requested by the City.

DELIVERABLES

- Outreach Log (monthly)

Task 10. Bid and Award

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

Design Professional will respond to fifteen (15) design-related technical questions from potential bidders and suppliers on the Contract Documents. Responses will be routed through the City's Contracts Division.

Design Professional will prepare four (4) addenda to contract documents and revise the drawings as necessary for the addenda. The Design Professional will assist in preparing the

necessary technical addenda to the contract documents. The Design Professional will prepare or revise the drawings required for the addenda.

The bid and award phase is estimated to last approximately six (6) months.

Task 11. Construction Support

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

Subtask 11.1. Construction Meetings

11.1.1. Pre-Pre-Construction Meeting

The Design Professional will attend one (1) meeting to prepare City field staff with key discussion points that will be explained to the contractor in the Pre-Construction Meeting.

11.1.2. Pre-Construction Meeting

The Design Professional's Project Manager will attend one (1) meeting and participate in the pre-construction conference including a Project site visit.

11.1.3. Construction Progress Meetings

The Design Professional will attend thirty-six (36) Construction Progress Meetings. Review construction progress and assist the Project Manager, as requested (assume 2 meetings each month).

Subtask 11.2. Contractor Submittal Reviews

11.2.1. The Design Professional shall review the Contractor's submittals (assume 20) for conformance to the Contract Documents. The Design Professional shall review each submittal for conformance with design intent, materials application, design configuration, and overall compatibility with the facility's intended use. The Design Professional will review submittals, except the submittals that are per the City of San Diego AML, which will be approved by City staff.

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

Subtask 11.3. Requests for Information / Clarification (RFIs / RFCs)

11.3.1. The Design Professional shall receive each written request for information or clarification (RFI/RFC) from the contractor, review the request and the appropriate sections/drawings of the technical documents, and prepare a written response to the contractor (assume 40 RFI/RFCs).

Subtask 11.4. Change Order Preparation Assistance

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

Subtask 11.5. As-Built Drawings

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

Subtask 11.6. Construction Time

The construction phase is estimated to last 18 months.

Task 12. Additional Services

Additional services may be provided at the City's request.

Subtask 12.1. Additional Community Meetings

The Design Professional will participate in an estimated additional four (4) community group meetings with form boards, graphics and other supporting materials.

Subtask 12.2. Additional Bid Support Services

The Design Professional will attend four (4) pre-bid meetings and pre-bid site visits. The Design Professional will respond to an additional fifteen (15) RFI's and four (4) addenda during the bid and award phase.

Subtask 12.3. Additional Construction Support Services

- 12.3.1. The Design Professional will respond to an estimated additional forty (40) RFI's.
- 12.3.2. The Design Professional will review an estimated twenty (20) shop drawings and substitution requests.
- 12.3.3. The Design Professional will assist with an estimated five (5) change order requests.
- 12.3.4. The Design Professional will attend an estimated twelve (12) meetings during construction.

Subtask 12.4. Landscape Design Services

Landscape design services will be provided by the Design Professional's qualified Landscape subconsultant. Planting, irrigation and re-vegetation plans will be prepared for the portion of pipeline in open space and private property easements. Landscape design will be in accordance with the tasks below. Services will be provided through design and construction.

12.4.1. Contract Documents

If determined to be required, prepare an 11x17 inch or D-sheet sized Revegetation Plan sheet consistent with the latest City of San Diego's Biology Guidelines and Landscape Standards and 2021 Whitebook Part 8. This will include notes for Maintenance and Monitoring schedule, success criteria, and protection of biological resources, seasonal restrictions, brush management zones, as well as additional required information. The plan will include objectives, description of existing conditions, plant species to be used in re-vegetation, schedule of planting and monitoring, proposed erosion control strategies, such as fiber rolls and silt fences, success criteria, and remedial actions to be taken if success criteria are not met.

Landscape subconsultant will prepare planting, irrigation, and re-vegetation per City of San Diego requirements. Contract Documents are also anticipated to include:

1. Irrigation plans, notes, details (up to 4 sheets at 20' scale)
2. Planting plans, notes, details, re-vegetation (up to 4 sheets at 20' scale)
3. Cost Estimate

12.4.2. Construction Support Services

Landscape subconsultant will conduct five (1) site visit.

Subtask 12.5. Supplemental Field Survey

Supplemental field survey may be required to physically locate existing features within the project limits. Supplemental survey may be used to field mark and locate pothole locations in support of potholing activities. The supplemental field survey will be provided by a qualified subconsultant. Design Professional will coordinate and submit survey requests as needed and may observe the field survey activities to clarify requests and monitor progress. Survey services will be performed during the design phase only.

Subtask 12.6. Additional Environmental Services

12.6.1. Biological Services

The Environmental subconsultant's qualified biologists will conduct a record search of the U.S. Fish and Wildlife Service (USFWS) all-species database, California Department of Fish and Wildlife's (CDFW's) California Natural Diversity Database (CNDDDB), County of San Diego's SanBIOS database, and other sources to identify sensitive species that have been reported from the vicinity of the project.

The Environmental subconsultant's biologists will conduct a biological resources survey of the project area. The survey will include vegetation mapping, a plant and animal inventory, and a search for sensitive plant and animal species that are apparent at the time of the survey. Vegetation communities will be mapped for areas within 100 feet of the proposed project footprint. The area to be investigated for special status animal species will extend 300 feet from the proposed project footprint. The plant and animal species inventory will focus on the undeveloped area within the west end of the project, west of Tommy Street and south of Wing Flight Court. As the majority of the survey area occurs within private property, the survey will be conducted from the

public right-of-way with the use of binoculars. Photographs of the project area will be taken during the survey.

Following the biological survey, the biologists will prepare a biological resources map of the survey area showing vegetation communities and land cover types, as well as the observed locations of sensitive, rare, and/or endangered species. Vegetation communities will be mapped in accordance with City Guidelines.

Preliminary reviews of the project information found no indications focused surveys, wetland delineation, or permits will be required. If later required, these tasks can be performed for an additional scope and fee.

DELIVERABLES

- (1) Electronic copy of Biologic Survey records, field notes, and photographs
- (1) Electronic copy of Biologic Resource Map

12.6.2. Biological Survey Letter Report

Environmental subconsultant biologists will prepare a biological letter report according to the City's guidelines. The biological letter report will describe the results of the biological survey performed and present the biological resources within the survey area, including vegetation communities, and plant and animal species observed. It will assess the potential for sensitive plant and animal species to occur within the survey area, quantify project impacts to biological resources (including Environmentally Sensitive Lands; Multi-habitat Planning Area; and federal, state, and local jurisdictional wetlands/waters) and describe required measures to avoid or minimize those impacts, and mitigation measures, if necessary. The letter report will be revised one (1) time to address review comments.

Preliminary review of the project information found no indications of minimal biological impacts and that a letter report will be sufficient. If later required, a biological technical report can be prepared for an additional scope and fee.

DELIVERABLES

- (1) Electronic copy of Draft Biological Survey Letter Report
- (1) Electronic copy of Final Biological Survey Letter Report

12.6.3. Archaeological & Paleontological Record Search

The Environmental subconsultant will request a records search from the South Coastal Information Center of the project boundary with a one-mile buffer and a sacred lands search from the Native American Heritage Commission. The Environmental subconsultant will subcontract to the San Diego Natural History Museum to complete a records search for fossil localities within the vicinity of the project area. The Environmental subconsultant will send tribal scoping letters to the list provided by the Native American Heritage Commission. The results of record search will be summarized in a memo. The memo will be revised one (1) time to address review comments.

DELIVERABLES

- (1) Electronic copy of Draft Archaeological & Paleontological Record Summary Memo
- (1) Electronic copy of Final Archaeological & Paleontological Record Summary Memo

Subtask 12.7. Water Pressure Zone Study

The Design Professional will review water pressure zone modeling summarized in the 10% Design Report prepared by the City PUD to assess the proposed pressure zone system integration. The Design Professional will coordinate with the City PUD and provide recommendations for potential revisions to the pressure zone system integration. Findings to be summarized in the BODR.

Subtask 12.8. Trenchless Pipe Installation Alternative

The Design Professional will develop design approach for trenchless pipe installation alternative within private area of apartment complex. The alternative design approach will be summarized in the BODR.

Subtask 12.9. Additional Drawings (Mitigation Drawings)

Drawings for mitigation measures if needed. Estimated 2 sheets.

Subtask 12.10. Additional As-Needed Services

The Design Professional will provide additional services at the City's request.

END OF SCOPE OF SERVICES

COMPENSATION AND FEE SCHEDULE

NOTE:

- Mileage reimbursement rate will be at current City of San Diego mileage rate (mileage log required).
- Travel expenses for the lowest cost effective Air Fare, Train, and/or Car Rental, will be reimbursed at actual costs (receipts required).
- Lodging and Per Diem will be reimbursed at actual costs (receipts required) up to the maximum allowance for the San Diego area as published/posted on the U.S. General Services Administration website (<http://www.gsa.gov/portal/category/100120>).
- All subconsultant costs are reimbursed as a “direct expense” at actual costs (invoice/receipts required).
- A request for an annual rate adjustment must be submitted to the City of San Diego in writing for approval. Written justification for the rate adjustment must be submitted to the City of San Diego a minimum of 60 days before the Agreement anniversary date. Said proposed adjustment shall not exceed three percent (3%), and the City of San Diego must approve any rate adjustments in writing before they become effective.

COMPENSATION FEE SCHEDULE

EXHIBIT B

Task	Description	Principal	Project Manager	Senior Engineer	Associate Engineer II	Associate Engineer I	Associate Engineer	Senior Drainage Engineer	Senior Corrosion Engineer	Senior Traffic Engineer	Project Accountant	Total Hours	Total Labor	Other Direct Costs	Total Cost	SUBCONSULTANTS				Allowance	TOTAL COSTS	
																BLC	AGE	VSC	USI			
																Cost	Cost	Cost	Cost			
Task 1	Project Management	\$317.00	\$294.00	\$226.00	\$187.00	\$160.00	\$130.00	\$226.00	\$294.00	\$260.00	\$137.00											
1.1	Project Management Support	4	32								12	48	\$ 12,320	\$ -	\$ 12,320	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,320
1.2	Project Meetings (budget included in Task 2)											0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1.3	Project Design Schedule and Budget Controls		16									16	\$ 4,704	\$ -	\$ 4,704	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,704
1.4	Maintain Project Schedule		12									12	\$ 3,528	\$ -	\$ 3,528	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,528
1.5	Task Schedules		8									8	\$ 2,352	\$ -	\$ 2,352	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,352
1.6	Progress Reports		37								48	85	\$ 17,454	\$ -	\$ 17,454	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,454
1.7	Project Coordination		36	4								40	\$ 11,488	\$ -	\$ 11,488	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,488
1.8	Quality Management	2	8	2								12	\$ 3,438	\$ -	\$ 3,438	\$ 2,700	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,138
TASK SUBTOTAL		6	149	6	0	0	0	0	0	0	60	221	\$ 55,284	\$ -	\$ 55,284	\$ 2,700	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 57,984
Task 2	Project Design Meetings																					
2.1	Kick-off Meeting		4	2								6	\$ 1,628	\$ -	\$ 1,628	\$ 900	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,528
2.2	Monthly Progress Meetings		48	12								60	\$ 16,824	\$ -	\$ 16,824	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,824
2.3	Submittal Meetings		18	0			24					18	\$ 5,292	\$ -	\$ 5,292	\$ 6,075	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,367
2.4	Operations Meetings		8	0								8	\$ 2,352	\$ -	\$ 2,352	\$ 2,700	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,052
2.5	Traffic Control Meetings		5							5		10	\$ 2,770	\$ -	\$ 2,770	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,770
2.6	ADA Meetings		5							5		10	\$ 2,770	\$ -	\$ 2,770	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,770
2.7	QA/QC Meetings		6	0								6	\$ 1,764	\$ -	\$ 1,764	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,764
2.8	Design Team Meetings		24	24								48	\$ 12,480	\$ -	\$ 12,480	\$ 5,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,880
TASK SUBTOTAL		0	118	38	0	0	0	0	0	10	0	166	\$ 45,880	\$ -	\$ 45,880	\$ 15,075	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 60,955
Task 3	Preliminary Studies																					
3.1	Survey Research			4		16						20	\$ 3,464	\$ -	\$ 3,464	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,464
3.2	Utility Research and Mapping		10	18			24					52	\$ 10,128	\$ -	\$ 10,128	\$ 28,600	\$ -	\$ -	\$ 32,255	\$ -	\$ -	\$ 70,983
3.3	Phase 1 Environmental Site Assessment											0	\$ -	\$ -	\$ -	\$ -	\$ 9,828	\$ -	\$ -	\$ -	\$ -	\$ 9,828
3.4	Geotechnical Investigation											0	\$ -	\$ -	\$ -	\$ -	\$ 38,937	\$ -	\$ -	\$ -	\$ -	\$ 38,937
3.5	Chemical and Analytical Testing and Analysis											0	\$ -	\$ -	\$ -	\$ -	\$ 7,166	\$ -	\$ -	\$ -	\$ -	\$ 7,166
3.6	Subconsultant Coordination				34						2	36	\$ 6,946	\$ -	\$ 6,946	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,946
3.7	Coatings										4	4	\$ 1,176	\$ -	\$ 1,176	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,176
3.8	Water System Sizing			8								8	\$ 1,808	\$ -	\$ 1,808	\$ 2,160	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,968
TASK SUBTOTAL		0	10	30	34	16	24	0	6	0	0	120	\$ 23,522	\$ -	\$ 23,522	\$ 30,760	\$ 55,931	\$ -	\$ 32,255	\$ -	\$ -	\$ 142,468
Task 4	Permitting																					
4.1	Private Property Coordination		2	11			11					24	\$ 4,504	\$ -	\$ 4,504	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,504
4.2	SWRCB Coordination			8	16							24	\$ 4,800	\$ -	\$ 4,800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,800
TASK SUBTOTAL		0	2	19	16	0	11	0	0	0	0	48	\$ 9,304	\$ -	\$ 9,304	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,304
Task 5	30% Design Submittal																					
5.1	Basis of Design Report			8	20							28	\$ 5,548	\$ -	\$ 5,548	\$ 30,720	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 36,268
5.2	30% Design Drawings			8	20		72			8		108	\$ 16,988	\$ 1,000	\$ 17,988	\$ 49,370	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 67,358
5.3	30% Technical Specification Outline			4								4	\$ 904	\$ -	\$ 904	\$ 1,170	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,074
5.4	30% Engineer's Estimate of Probable Cost			4		16						20	\$ 3,464	\$ -	\$ 3,464	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,464
5.5	Stormwater Quality Analysis										16	16	\$ 3,616	\$ -	\$ 3,616	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,616
5.6	30% Quality Control Review		8			8						16	\$ 3,632	\$ -	\$ 3,632	\$ 10,350	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,982
TASK SUBTOTAL		0	8	24	40	24	72	16	0	8	0	192	\$ 34,152	\$ 1,000	\$ 35,152	\$ 91,610	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 126,762
Task 6	60% Design Submittal																					
6.1	60% Design Drawings			4	16	70	94		8	28		216	\$ 36,044	\$ 2,000	\$ 38,044	\$ 51,950	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 89,994
6.2	60% Technical Specifications			4	8				4	2		18	\$ 4,096	\$ -	\$ 4,096	\$ 3,960	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,056
6.3	60% Engineer's Estimate of Probable Cost			8			30					38	\$ 5,708	\$ -	\$ 5,708	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,708
6.4	60% Response to comments			8	0					2		10	\$ 2,328	\$ -	\$ 2,328	\$ 4,230	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,558
6.4.1	Landscape Revegetation			8								8	\$ 1,808	\$ -	\$ 1,808	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,808
6.5	Right of Entry Permit Packages			4		16						20	\$ 3,464	\$ -	\$ 3,464	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,464
6.6	60% Quality Control Review		10			12						22	\$ 4,860	\$ -	\$ 4,860	\$ 11,250	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,110
TASK SUBTOTAL		0	10	32	24	98	124	0	12	32	0	332	\$ 58,308	\$ 2,000	\$ 60,308	\$ 71,390	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 131,698

COMPENSATION FEE SCHEDULE

EXHIBIT B

Task	Description	Principal	Project Manager	Senior Engineer	Associate Engineer II	Associate Engineer I	Associate Engineer	Senior Drainage Engineer	Senior Corrosion Engineer	Senior Traffic Engineer	Project Accountant	Total Hours	Total Labor	Other Direct Costs	Total Cost	SUBCONSULTANTS				Allowance	TOTAL COSTS	
																BLC	AGE	VSC	USI			
																Cost	Cost	Cost	Cost			
		\$317.00	\$294.00	\$226.00	\$187.00	\$160.00	\$130.00	\$226.00	\$294.00	\$260.00	\$137.00											
Task 7	100% Design Submittal				4	8	52		2	12		78	\$ 12,496	\$ 4,000	\$ 16,496	\$ 31,340	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 47,836
7.1	100% Design Drawings											11	\$ 2,242	\$ -	\$ 2,242	\$ 3,960	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,202
7.2	100% Technical Specifications			2	8				1			10	\$ 1,948	\$ -	\$ 1,948	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,948
7.3	100% Engineer's Estimate of Probable Cost			2	8							11	\$ 2,622	\$ -	\$ 2,622	\$ 4,230	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,852
7.4	100% Response to Comments			8	0					2		10	\$ 1,948	\$ -	\$ 1,948	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,948
7.5	Right of Entry Permit Packages			2	8							64	\$ 11,168	\$ -	\$ 11,168	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,168
7.6	Suggested Construction Sequencing plan		8	16			40					16	\$ 3,632	\$ -	\$ 3,632	\$ 8,100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,732
7.7	100% Quality Control Review		8			8						200	\$ 36,056	\$ 4,000	\$ 40,056	\$ 47,630	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 87,686
	TASK SUBTOTAL	0	16	30	28	16	92	0	4	14	0											
Task 8	Final Design Drawings				8		32		2	7		49	\$ 8,064	\$ 1,000	\$ 9,064	\$ 12,700	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,764
8.1	Final Design Drawings											8	\$ 1,652	\$ -	\$ 1,652	\$ 2,620	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,272
8.2	Final Technical Specifications			4	4				0	0		10	\$ 1,948	\$ -	\$ 1,948	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,948
8.3	Final Engineer's Estimate of Probable Cost			2	8							10	\$ 2,328	\$ -	\$ 2,328	\$ 3,560	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,888
8.4	Final Responses of 100% comments			8	0				0	2		12	\$ 2,456	\$ -	\$ 2,456	\$ 5,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,856
8.5	Final Quality Control Review		4			8						89	\$ 16,448	\$ 1,000	\$ 17,448	\$ 24,280	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 41,728
	TASK SUBTOTAL	0	4	14	20	8	32	0	2	9	0											
Task 9	Public Relations											0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,460	\$ -	\$ -	\$ -	\$ 8,460
9.1	Public Relations Coordination		0									2	\$ 588	\$ -	\$ 588	\$ -	\$ -	\$ 1,500	\$ -	\$ -	\$ -	\$ 2,088
9.2	Outreach Development		2									2	\$ 588	\$ -	\$ 588	\$ -	\$ -	\$ 2,000	\$ -	\$ -	\$ -	\$ 2,588
9.3	Community Outreach Plan		2									2	\$ 452	\$ -	\$ 452	\$ -	\$ -	\$ 1,500	\$ -	\$ -	\$ -	\$ 1,952
9.4	Design Presentation Letter		0	2								5	\$ 1,470	\$ -	\$ 1,470	\$ 1,080	\$ -	\$ 2,600	\$ -	\$ -	\$ -	\$ 5,150
9.5	30% or 60% Design Presentation		5	0								0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,500	\$ -	\$ -	\$ -	\$ 2,500
9.6	Follow-up Letter											0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,500	\$ -	\$ -	\$ -	\$ 2,500
9.7	Letter to the community											5	\$ 1,470	\$ -	\$ 1,470	\$ 1,080	\$ -	\$ 2,600	\$ -	\$ -	\$ -	\$ 5,150
9.8	100% Design Presentation		5	0								2	\$ 588	\$ -	\$ 588	\$ -	\$ -	\$ 2,500	\$ -	\$ -	\$ -	\$ 3,088
9.9	Outreach Documentation		2									18	\$ 5,156	\$ -	\$ 5,156	\$ 2,160	\$ -	\$ 26,160	\$ -	\$ -	\$ -	\$ 33,476
	TASK SUBTOTAL	0	16	2	0	0	0	0	0	0	0											
Task 10	Bid and Award		24	32								56	\$ 14,288	\$ -	\$ 14,288	\$ 9,880	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24,168
	TASK SUBTOTAL	0	24	32	0	0	0	0	0	0	0	56	\$ 14,288	\$ -	\$ 14,288	\$ 9,880	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24,168
Task 11	Construction Support		42			26						42	\$ 12,348	\$ -	\$ 12,348	\$ 15,640	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 27,988
11.1	Construction Meetings			13								39	\$ 7,098	\$ -	\$ 7,098	\$ 13,150	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,248
11.2	Contractor Submittal Reviews			10		20						30	\$ 5,460	\$ -	\$ 5,460	\$ 6,920	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,380
11.3	Requests for Information / Clarification (RFIs/RFCs)											20	\$ 5,880	\$ -	\$ 5,880	\$ 4,640	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,520
11.4	Change Order Preparation Assistance		20									34	\$ 6,100	\$ 2,000	\$ 8,100	\$ 5,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,500
11.5	As-builts Drawings			10		24						165	\$ 36,886	\$ 2,000	\$ 38,886	\$ 45,750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 84,636
	TASK SUBTOTAL	0	62	33	0	70	0	0	0	0	0											
Task 12	Additional Services		8									8	\$ 2,352	\$ -	\$ 2,352	\$ 1,350	\$ -	\$ 3,000	\$ -	\$ -	\$ -	\$ 6,702
12.1	Additional Community Meetings		12	32								44	\$ 10,760	\$ -	\$ 10,760	\$ 5,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,160
12.2	Additional Bid Support Services		32	20		40						92	\$ 20,328	\$ -	\$ 20,328	\$ 17,322	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 37,650
12.3	Additional Construction Support Services		2	5		6						13	\$ 2,498	\$ -	\$ 2,498	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,000	\$ 22,498
12.4	Landscape Design Services		2	5		6						13	\$ 2,498	\$ -	\$ 2,498	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,000	\$ 22,498
12.5	Supplemental Field Survey											0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,235	\$ 17,235
12.6	Additional Environmental Services		4	16								20	\$ 4,792	\$ -	\$ 4,792	\$ 8,480	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,272
12.7	Water Pressure Zone study			8								8	\$ 1,808	\$ -	\$ 1,808	\$ 2,680	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,488
12.8	Trenchless Pipe Installation Alternative			16	32							48	\$ 9,600	\$ -	\$ 9,600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,600
12.9	Additional Drawings (Mitigation Drawings)											0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 48,000	\$ 48,000
12.10	Additional As-Needed Services											246	\$ 54,636	\$ -	\$ 54,636	\$ 35,232	\$ -	\$ 3,000	\$ -	\$ -	\$ 105,235	\$ 198,103
	TASK SUBTOTAL	0	60	102	32	40	12	0	0	0	0											
Scope of Services Total												1,607	\$ 335,284	\$ 10,000	\$ 345,284	\$ 341,235	\$ 55,931	\$ 26,160	\$ 32,255	\$ -	\$ 800,865	
Additional Services												246	\$ 54,636	\$ -	\$ 54,636	\$ 35,232	\$ -	\$ 3,000	\$ -	\$ 105,235	\$ 198,103	
Total																			\$ 998,968			

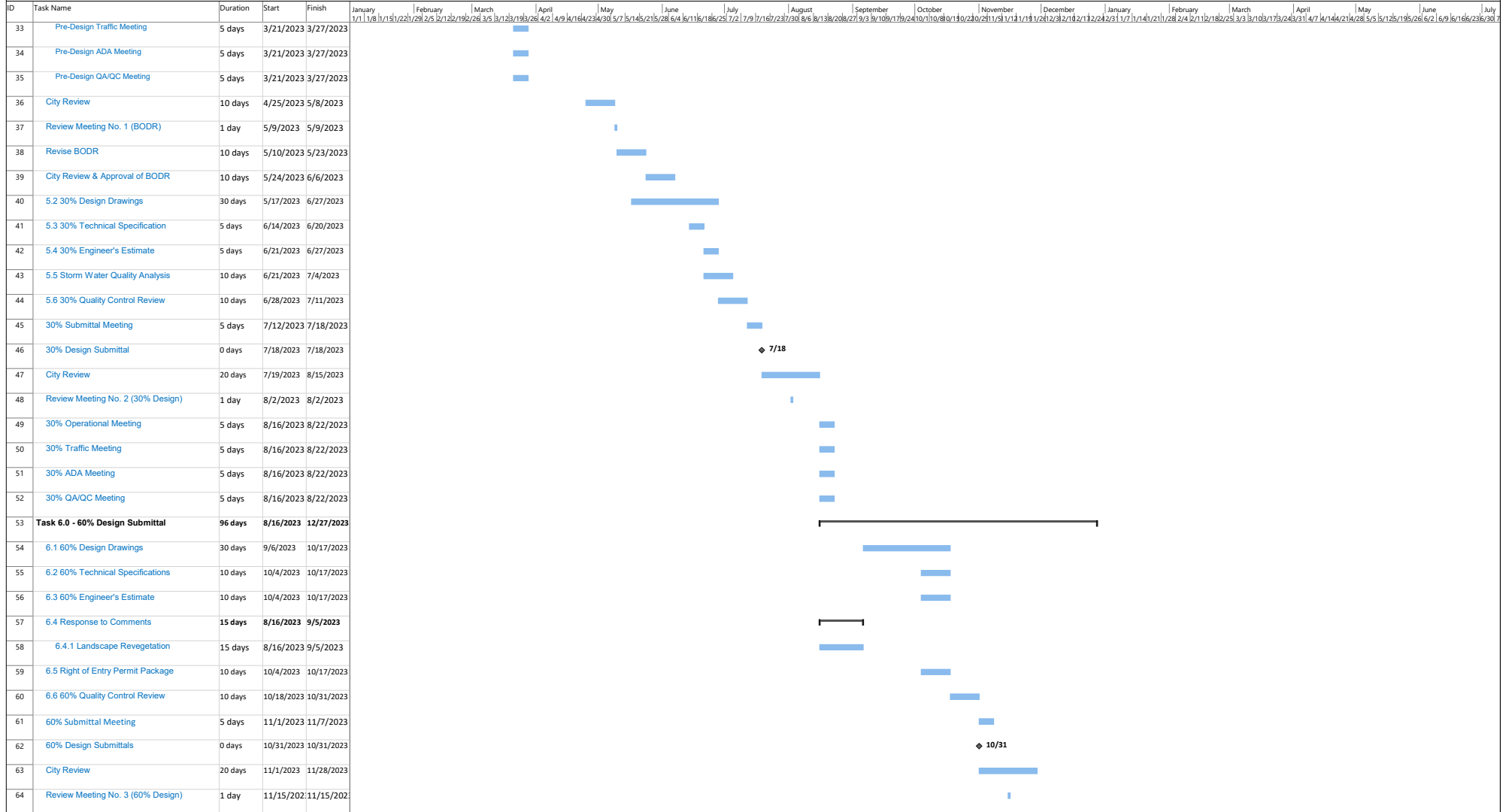
TIME SCHEDULE

EXHIBIT C - Schedule
San Carlos Interconnect and Transmission Pipelines

ID	Task Name	Duration	Start	Finish	January 1/1 1/8 1/15 22/1 29/1	February 2/5 12/12 19/2 26/3	March 3/5 12/13 19/3 26/4	April 2/14 9/14 16/4 23/4	May 3/5 12/15 19/5 26/6	June 6/4 11/16 18/6 25/7	July 1/7 8/7 15/7 22/7	August 3/8 10/8 17/8 24/8	September 3/9 10/9 17/9 24/9	October 1/10 8/10 15/10 22/10	November 1/11 8/11 15/11 22/11	December 1/12 8/12 15/12 22/1	January 1/7 8/7 15/7 22/7	February 2/4 11/12 18/2 25/3	March 3/3 10/3 17/3 24/3	April 1/4 8/4 15/4 22/4	May 5/5 12/5 19/5 26/6	June 6/2 13/6 20/6 27/6	July 7/7			
1	Notice to Proceed (NTP)	1 day	1/20/2023	1/20/2023	[Blue bar]																					
2	Complete Subcontracts	5 days	1/30/2023	1/30/2023	[Blue bar]																					
3	Task 1.0 - Project Management	1038 days	1/30/2023	12/31/2026	[Black bar]																					
4	1.1 Project Management Support	1038 days	1/30/2023	12/31/2026	[Blue bar]																					
5	1.2 Project Meetings	370 days	1/30/2023	6/10/2024	[Blue bar]																					
6	1.3 Project Design Schedule & Budget Control	370 days	1/30/2023	6/10/2024	[Blue bar]																					
7	1.4 Maintain Project Schedule	370 days	1/30/2023	6/10/2024	[Blue bar]																					
8	1.5 Task Schedules	370 days	1/30/2023	6/10/2024	[Blue bar]																					
9	1.6 Project Reports	1038 days	1/30/2023	12/31/2026	[Blue bar]																					
10	1.7 Project Coordination	1038 days	1/30/2023	12/31/2026	[Blue bar]																					
11	1.8 Quality Management	370 days	1/30/2023	6/10/2024	[Blue bar]																					
12	Task 2.0 - Project Design Meetings	370 days	1/30/2023	6/10/2024	[Black bar]																					
13	2.1 Kick-Off Meeting	5 days	1/30/2023	1/16/2023	[Blue bar]																					
14	2.2 Monthly Progress Meetings	365 days	1/30/2023	6/10/2024	[Blue bar]																					
15	2.8 Design Team Meetings	365 days	1/30/2023	6/10/2024	[Blue bar]																					
16	Task 3.0 - Preliminary Studies	370 days	1/30/2023	6/10/2024	[Black bar]																					
17	3.1 Survey Research	10 days	1/30/2023	1/23/2023	[Blue bar]																					
18	3.2 Utility Research and Mapping	15 days	1/30/2023	1/30/2023	[Blue bar]																					
19	3.3 Phase 1 Environmental Site Assessment	30 days	1/30/2023	2/20/2023	[Blue bar]																					
20	3.4 Geotechnical Investigation	60 days	1/30/2023	4/3/2023	[Black bar]																					
21	3.4.2.e Prepare & Submit DS 511 Package	30 days	1/30/2023	2/20/2023	[Blue bar]																					
22	3.4.3 Field Exploration Program	30 days	2/21/2023	4/3/2023	[Blue bar]																					
23	3.5 Chemical Testing & Analysis	20 days	4/4/2023	5/1/2023	[Blue bar]																					
24	3.6 Subconsultant Coordination	370 days	1/30/2023	6/10/2024	[Blue bar]																					
25	3.7 Coating	10 days	1/30/2023	1/23/2023	[Blue bar]																					
26	3.8 Water System Sizing	10 days	1/30/2023	1/23/2023	[Blue bar]																					
27	Task 4.0 - Permitting	216 days	1/31/2023	11/28/2023	[Black bar]																					
28	4.1 Private Property Coordination	90 days	1/31/2023	6/5/2023	[Blue bar]																					
29	4.2 SWRCB Coordination	20 days	11/1/2023	11/28/2023	[Blue bar]																					
30	Task 5.0 - 30% Design Submittal	146 days	1/31/2023	8/22/2023	[Black bar]																					
31	5.1 Basis of Design Report (BODR)	60 days	1/31/2023	4/24/2023	[Black bar]																					
32	Prepare BODR	60 days	1/31/2023	4/24/2023	[Blue bar]																					

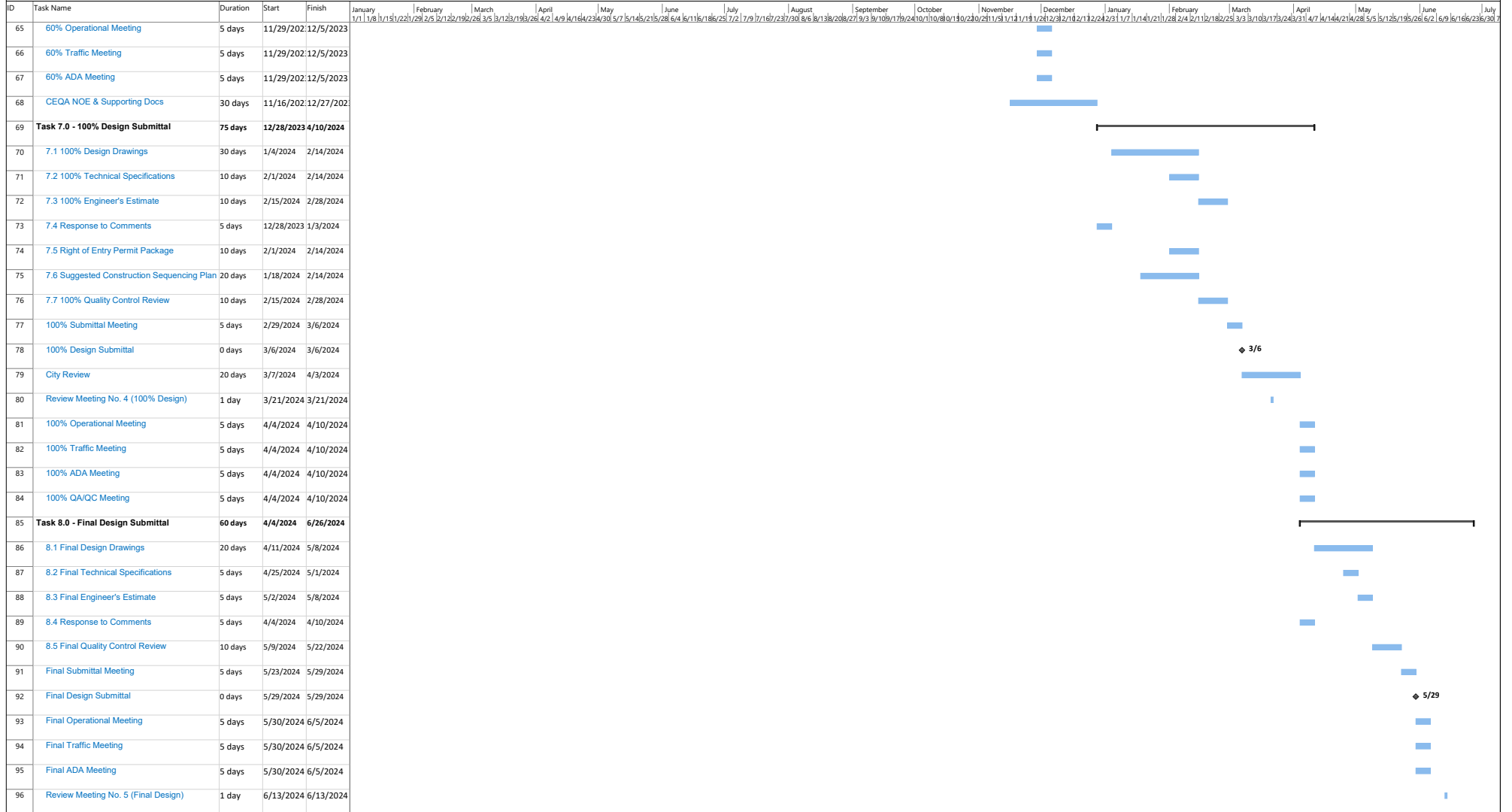
Task	[Blue bar]	Summary	[Black bar]	Inactive Milestone	[Grey bar]	Duration-only	[Green bar]	Start-only	[Blue bar]	External Milestone	[Green bar]	Manual Progress
Split	[Dotted bar]	Project Summary	[Black bar]	Inactive Summary	[Grey bar]	Manual Summary Rollup	[Green bar]	Finish-only	[Blue bar]	Deadline	[Green bar]	
Milestone	[Diamond]	Inactive Task	[White bar]	Manual Task	[Green bar]	Manual Summary	[Black bar]	External Tasks	[Grey bar]	Progress	[Blue bar]	

EXHIBIT C - Schedule
San Carlos Interconnect and Transmission Pipelines



Task	Summary	Inactive Milestone	Duration-only	Start-only	External Milestone	Manual Progress
Split	Project Summary	Inactive Summary	Manual Summary Rollup	Finish-only	Deadline	
Milestone	Inactive Task	Manual Task	Manual Summary	External Tasks	Progress	Manual Progress

EXHIBIT C - Schedule
San Carlos Interconnect and Transmission Pipelines



Task		Summary		Inactive Milestone		Duration-only		Start-only		External Milestone		Manual Progress	
Split		Project Summary		Inactive Summary		Manual Summary Rollup		Finish-only		Deadline			
Milestone		Inactive Task		Manual Task		Manual Summary		External Tasks		Progress			

**EXHIBIT C - Schedule
San Carlos Interconnect and Transmission Pipelines**



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

Task	Summary	Inactive Milestone	Duration-only	Start-only	External Milestone	Manual Progress
Split	Project Summary	Inactive Summary	Manual Summary Rollup	Finish-only	Deadline	Progress
Milestone	Inactive Task	Manual Task	Manual Summary	External Tasks	Progress	Progress

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

CONSULTANT REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

V. **Maintaining Participation Levels.**

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

VI. **Definitions.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VII. Certifications.

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

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

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

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

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

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

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

VIII. List of Attachments.

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



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

WORK FORCE REPORT

ADMINISTRATIVE

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.

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: T.Y. Lin International

AKA/DBA:

Address (Corporate Headquarters, where applicable): 345 California Street, Suite 2300

City: San Francisco County: San Francisco State: California Zip: 94104

Telephone Number: (415) 291-3700 FAX Number: (415) 433-0807

Name of Company CEO: Matthew Cummings

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

Address: 404 Camino del Rio South, Suite 700

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

Telephone Number: (619) 692-1920 FAX Number: (619) 692-0634 Email: david.holman@tylin.com

Type of Business: Engineering Consultant Type of License: Business License No. 74011659

The Company has appointed: Ian MacLeod, Chief Human Resource Officer

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: 345 California Street, Suite 2300, San Francisco, CA 94104

Telephone Number: (415) 291-3700 FAX Number: (415) 433-0807 Email: ian.macleod@tylin.com

- [x] 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 T.Y. Lin International

(Firm Name)

San Diego, California hereby certify that information provided

(County) (State)

herein is true and correct. This document was executed on this 7th day of January, 20 22.

Ian R MacLeod

(Authorized Signature)

Ian MacLeod, Chief Human Resource Officer

(Print Authorized Signature)

WORK FORCE REPORT – NAME OF FIRM: T.Y. Lin International DATE: January 7, 2022

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

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

- (1) Black, African-American
- (2) Hispanic, Latino, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino, Asian Pacific Islander
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

OCCUPATIONAL CATEGORY	(1) African-American		(2) Hispanic or Latino		(3) Asian		(4) American Indian		(5) Asian Pacific Islander		(6) Caucasian		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial			1								5	1		
Professional		1	4	3	2	2				1	28	10		
A&E, Science, Computer														
Technical		1	1		1	2								
Sales														
Administrative Support			1	1		1								1
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column	0	2	7	4	3	5	0	0	0	1	33	11	0	1
--------------------	---	---	---	---	---	---	---	---	---	---	----	----	---	---

Grand Total All Employees	67
---------------------------	----

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

Disabled												1		
----------	--	--	--	--	--	--	--	--	--	--	--	---	--	--

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

Work Force Report

HISTORY

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

WORK FORCE & BRANCH WORK FORCE REPORTS

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

MANAGING OFFICE WORK FORCE

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

TYPES OF WORK FORCE REPORTS:

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

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

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

RACE/ETHNICITY CATEGORIES

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

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

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

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

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

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

Exhibit A: Work Force Report Job categories-Administration

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

Management & Financial

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

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

Professional

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

Services

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

Architecture & Engineering, Science, Computer

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

Crafts

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

Technical

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

Sales

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

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers

Vehicle and Mobile Equipment Mechanics,
Installers, and Repairers
Woodworkers

Operative Workers

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

Transportation

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

Laborers

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

SUBCONTRACTOR PARTICIPATION LIST

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

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

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

NAME AND ADDRESS SUBCONTRACTORS	SCOPE OF SERVICES	PERCENT OF CONTRACT	SLBE/ELBE (MBE/ WBE/DBE/ DVBE/OBE*)	WHERE CERTIFIED**
Blue Lake Civil 7746 Blue Lake Drive, San Diego, CA	Civil Design (Pipeline)	34.1%	SLBE DBE/WBE	City of San Diego CPUC/CPUC
Allied Geotechnical Engineers 9500 Cuyamaca Street, Ste 102, Santee, CA	Geotechnical Engineering	5.6%	SLBE	City of San Diego
Vic Salazar Communications 5205 Kearny Villa Way, #107, San Diego, CA	Public Information/Outreach	2.6%	SLBE	City of San Diego
Underground Solutions 120 Andreasen Drive, Escondido, CA	Potholing & Geophysical Location	3.2%		

List of Abbreviations:

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

* Listed for informational purposes only.

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

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

- 1. Department / Board / Commission / Agency Name: Engineering & Capital Projects Department
- 2. Name of Specific Consultant & Company: T.Y. Lin International
- 3. Address, City, State, ZIP: 404 Camino del Rio South, Suite 700, San Diego, CA 92108
- 4. Project Title (as shown on 1472, "Request for Council Action"): Design of San Carlos Interconnect and Transmission Pipeline
- 5. Consultant Duties for Project: Professional engineering services during design, bid/award, construction, and closeout.

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

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

- or -

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

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

- or -

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

By: 
[Jason Grani/Assistant Deputy Director]

10/18/22
[Date]

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

DEFINITION OF “CONSULTANT”

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

- (A) Makes a governmental decision whether to:
1. Approve a rate, rule or regulation;
 2. Adopt or enforce a law;
 3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
 4. Authorize the City to enter into, modify, or renew a contract provided it is the type of contract that requires City approval;
 5. Grant City approval to a contract that requires City approval and to which the City is a party, or to the specifications for such a contract;
 6. Grant City approval to a plan, design, report, study, or similar item;
 7. Adopt, or grant City approval of, policies, standards, or guidelines for the City, or for any subdivision thereof; or
- (B) Serves in a staff capacity with the City and in that capacity participates in making a governmental decision as defined in Regulation 18702.2 or performs the same or substantially all the same duties for the City that would otherwise be performed by an individual holding a position specified in the City’s Conflict of Interest Code.

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

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

1/28/2006

CITY OF SAN DIEGO CONSULTANT PERFORMANCE EVALUATION

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

Section I PROJECT INFORMATION

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

Section II SPECIFIC RATINGS

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

Section II

SPECIFIC RATINGS Continued

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

Section III

SUPPLEMENTAL INFORMATION

(Please ensure to attach additional documentation as needed.)

(Supporting documentation attached: Yes No)

Section IV

FINAL RATING

4. OVERALL RATING			
Consultant Rating	Excellent <input type="checkbox"/>	Satisfactory <input type="checkbox"/>	Unsatisfactory <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 San Carlos Interconnect and Transmission Pipeline (Contract No. H2225981)

B. BIDDER PROPOSER INFORMATION

T.Y. Lin International

Legal Name		DBA	
345 California Street, Suite 2300	San Francisco	CA	94104
Street Address	City	State	Zip
James Rucker, Vice President	619.692.1920	619.692.0634	
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.

David Holman, PE	Project Manager
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
Communicate, negotiate with City; Submit applications, bids, proposals or other documents for contracting with	
Interest in the transaction	City; directing/supervising the actions of persons engaged with the City.

F.R. Clark Fernon, PE	Vice President
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
Ownership in Corporation - less than one percent; Communicate, negotiate with City; directing/supervising the	
Interest in the transaction	actions of persons engaged with the City.

James Rucker, PE	Vice President/Operations Manager
Name	Title/Position
La Mesa, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
Communicate, negotiate with City; directing/supervising the actions of persons engaged with the City.	
Interest in the transaction	

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

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

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

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

Use Attachment "A" if additional pages are necessary.

C. OWNERSHIP AND NAME CHANGES:

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

Yes No

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

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

Yes No

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

D. BUSINESS ORGANIZATION/STRUCTURE:

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

Corporation

Date incorporated: 09/01/1964 State of incorporation: California

List corporation's current officers:

President: Matthew Cummings

Vice Pres.: Veronica Fennie

Secretary: William Harnagel

Treasurer: William Harnagel

Is your firm a publicly traded corporation? Yes No

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

Limited Liability Company

Date formed: _____ State of formation: _____

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

Partnership

Date formed: _____ State of formation: _____

List names of all firm partners:

Sole Proprietorship Date started: _____

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

Joint Venture Date formed: _____

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

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

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

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

Yes No

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

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

Yes No

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

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?
- Yes No

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

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?
- Yes No

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

5. Within the last five (5) years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?
- Yes No

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

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

Name of Bank: HSBC Bank USA, N.A.

Point of Contact: Trade and Credit Information Department

Address: Buffalo, NY 14203

Phone Number: 415.216.5090

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: Los Angeles World Airports (LAWA)

Contact Name and Phone Number: Peter Tuccillo | 661-301-1420

Contact Email: ptuccillo@lawa.org

Address: 1 World Way, Los Angeles, CA 90045

Contract Date: July 2017 - May 2020

Contract Amount: \$1,500,000

Requirements of Contract: Prime Consultant performed final design for Jetway Boulevard. Services included design for new roadway, ADA improvements, water and sewer pipelines, storm drain, landscape and other dry utilities.

Company Name: San Diego Association of Governments (SANDAG)

Contact Name and Phone Number: Madai Parra | 619-699-1924

Contact Email: madai.parra@sandag.org

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

Contract Date: January 2019 - December 2022

Contract Amount: \$850,000

Requirements of Contract: Prime Consultant performing final design for bikeway corridor through San Diego's North Park and Hillcrest neighborhoods. Contract includes roadway, ADA curb ramp, traffic signal, traffic control plans and utility relocation designs. Project also includes public outreach and local community meetings with shareholders.

Company Name: San Diego Association of Governments (SANDAG)

Contact Name and Phone Number: Sharon Humphreys | 619-595-5350

Contact Email: sharon.humphreys@sandag.org

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

Contract Date: August 2009 - August 2019

Contract Amount: \$2,500,000

Requirements of Contract: Prime Consultant performed final design and environmental services for Bayshore Bikeway. Services included roadway paving and striping, ADA improvements, traffic signal, traffic control plans and utility relocation designs. Project also included public outreach and local community meetings with shareholders.

G. COMPLIANCE:

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

Yes No

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

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

Yes No

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

H. BUSINESS INTEGRITY:

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

Yes No

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

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

Yes No

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

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

Yes No

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

I. WAGE COMPLIANCE:

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

Yes No

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

J. STATEMENT OF SUBCONTRACTORS:

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

Company Name: Blue Lake Civil

Contact Name and Phone Number: Margaret Witt, Principal | 857-253-8684

Contact Email: maggie.witt@bluelakecivil.com

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

Contract Date: TBD

Contract Amount: \$341,235

Requirements of Contract: Civil Design (Pipeline)

What portion of work will be assigned to this subcontractor: Civil Design (Pipeline)

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 11/18/2019

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.

James Rucker, Vice President
Name and Title


Signature

November 28, 2022
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.

Exhibit G | C.2

AECOM | 1700 Market Street, Suite 1600, Philadelphia, PA 19103 | 215.735.0832
Matthew Cummings | Executive Vice President, Business Line Executive for Americas Transportation

Exhibit G | F.3

School Board of Broward County - Sheridan Tech School: Contractor asserted delay claims against Broward County School Board for a technical school rehabilitation project. School Board filed a 3rd party complaint against TYLI, alleging design errors and omissions, delay and including a breach of contract claim. Claim was resolved by the parties.

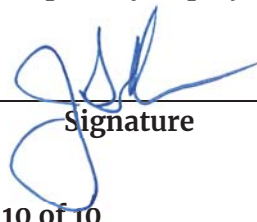
Exhibit G | J. Continued

Company Name: Allied Geotechnical Engineers
Contact Name and Phone Number: Sani Sutanto, President | 619-449-5900
Contact Email: s_sutanto@alliedgeo.org
Address: 9500 Cuyamaca Street, Ste 200, San Diego, CA 92071
Contract Date: TBD
Sub-Contract Dollar Amount: \$55,931
Requirements of Contract: Geotechnical Engineering
What portion of work will be assigned to this subcontractor: Geotechnical Engineering
Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? Yes

Company Name: Vic Salazar Communications
Contact Name and Phone Number: Vic Salazar | 619-517-4744
Contact Email: vic@vicsalazar.com
Address: 5205 Kearny Villa Way #107, San Diego, CA
Contract Date: TBD
Sub-Contract Dollar Amount: \$26,160
Requirements of Contract: Public Information/Outreach
What portion of work will be assigned to this subcontractor: Public Information/Outreach
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.

James Rucker, Vice President
Print Name, Title



Signature

November 28, 2022
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.

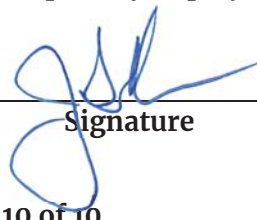
If not using this Attachment "A", please check here Not Applicable.

Exhibit G | J. Continued

Company Name: Underground Solutions
 Contact Name and Phone Number: TC Mueller, VP/Field Operations | 619-247-1208
 Contact Email: tc@usipothole.com
 Address: 120 Andreasen Drive, Escondido, CA 92029
 Contract Date: TBD
 Sub-Contract Dollar Amount: \$32,255
 Requirements of Contract: Pothole & Geophysical Locating
 What portion of work will be assigned to this subcontractor: Pothole & Geophysical Locationing
 Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? No

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.

James Rucker, Vice President
Print Name, Title



Signature

November 28, 2022
Date

Deane, Spencer

From: pwc100@dir.ca.gov
Sent: Tuesday, January 17, 2023 9:38 AM
To: Deane, Spencer; PWD-PWC-Contracts
Subject: [EXTERNAL] Project Creation

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

Hello,

Thank you for using the PWC-100 online application.

This email confirms the submission of a new project titled "H2225981 - Design of San Carlos Interconnect and Transmission Pipeline" that was created on 17 Jan 2023 and assigned **DIR Project ID 449834**.

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

Thank you for your submission

Sincerely,

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

Project Information

FORM

Form Type: PWC-100 **Project Award Date:** 1/13/2023

AWARDING BODY INFORMATION

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

PROJECT INFORMATION

Project Name: H2225981 - Design of San Carlos Interconnect and Transmission Pipeline
Project #: H2225981
Brief Description: H2225981 - Design of San Carlos Interconnect and Transmission Pipeline
Contract #: H2225981
Contract Amount: \$998968.00
Number of Prime Contractors: 1
Total Project Cost: \$998968.00
Alternative Model: None Apply
Description of Location: San Carlos Interconnect, San Diego, California
County: SAN DIEGO

Project Information 2

PWC-100

Project Name: H2225981 - Design of San Carlos Interconnect and Transmission Pipeline
Project #: H2225981 **Contract #:** H2225981 **Status:** New Submission

PROJECT INFORMATION

Project Dates

First Advertised Bid: 11/3/2021 **Estimated or Actual Start:** 1/13/2023
Estimated or Actual Completion: 1/13/2028

Propositions

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

Compliance and Agreements:

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

Contractor Information

Project Manager

Email Address: david.holman@tylin.com **Name:** David Holman **Title:** Project Manager **Work Phone:** 619-692-1920

General Contractor1

CSLB/Certificate Number	NAME	Address	Email	Classification
1000016691	T.Y. LIN INTERNATIONAL	345 CALIFORNIA STREET SUITE 2300 SAN FRANCISCO, CA 94104	GINA.MALONEY@DAR-USA.COM	SURVEYORS
1000368796	BLUE LAKE CIVIL	5480 BALTIMORE DR, SUITE 215 LA MESA, CA 91942	MAGGIE.WITT@BLUELAKECIVIL.COM	SURVEYORS
1000007851	UNDERGROUND SOLUTIONS, INC.	120 N. ANDREASEN DRIVE ESCONDIDO, CA 92029	MEARME@USIPOTHOLE.COM	SURVEYORS
1000009383	ALLIED GEOTECHNICAL ENGINEERS, INC.	9500 CUYAMACA STREET, SUITE 102 SANTEE, CA 92071	S_SUTANTO@ALLIEDGEO.ORG	SURVEYORS
1000364796	VIC SALAZAR ENTERPRISES, LLC	5205 KEARNY VILLA WAY #107 SAN DIEGO, CA 92123	VIC@VICSALAZAR.COM	SURVEYORS