

**AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND
T.Y. LIN INTERNATIONAL
FOR
DESIGN OF COLINA DEL SOL IMPROV 1
(WATER & SEWER)**

CONTRACT NUMBER: H2226089

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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
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(CC) Subcontractors List

Exhibit E - Determination Form

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**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 Colina Del Sol Improv 1 (Water & Sewer) [Project].

RECITALS

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

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

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

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

**ARTICLE I
DESIGN PROFESSIONAL SERVICES**

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

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

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

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

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

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

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

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

ARTICLE II DURATION OF AGREEMENT

2.1 Term of Agreement. This Agreement shall be effective on the date it is executed by the last Party to sign the Agreement, and approved by the City Attorney in accordance with San Diego Charter Section 40. Unless otherwise terminated, it shall be effective until completion of the Scope of Services or for sixty (60) months; whichever is the

earliest. Any extension beyond sixty (60) months will require City Council approval via Ordinance.

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

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

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

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

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

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

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

ARTICLE III COMPENSATION

3.1 Amount of Compensation. The City shall pay the Design Professional for performance of all Professional Services rendered in accordance with this Agreement, including reasonably related expenses, a total contract amount not exceeding \$999,825. The compensation for the Scope of Services shall not exceed \$883,977, and the compensation for Additional Services (described in Section 3.2), if any, shall not exceed \$115,848.

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; and (b) confirmed that all policies contain the specific provisions required in Article IV, Section 4.3.4 of this Agreement. However, failure to obtain City approval of the required documents prior to the Professional Services commencing shall not waive Design Professional's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this Agreement, at any time. Design Professional's liabilities, including but not limited to Design Professional's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. If Design Professional maintains broader coverage or higher limits than the minimums shown below, City requires and shall be entitled to the broader coverage or the higher limits maintained by Design Professional. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City. Except as provided for under California law, all policies of insurance required hereunder must provide that the City is entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies. Maintenance of specified insurance coverage is a material element of this Agreement and Design Professional's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of contract by the City.

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

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

4.3.1.1 Commercial General Liability. The Design Professional shall keep in full force and effect Commercial General Liability (CGL) Insurance written on an ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of \$2,000,000 per occurrence and subject to an annual aggregate of \$4,000,000. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

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

Professional shall keep in full force and effect, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1,000,000 per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto). If the Design Professional does not possess owned automobiles then coverage for hired and non-owned automobiles shall be provided.

4.3.1.3 Workers' Compensation and Employer's Liability. For all of the Design Professional's employees who are subject to this Agreement the Design Professional shall keep in full force and effect, Workers' Compensation Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

4.3.1.4 Architects & Engineers Professional Liability. For all of the Design Professional's employees who are subject to this Agreement, the Design Professional shall keep in full force and effect, Professional Liability coverage for professional liability with a limit of \$3,000,000 per claim and \$3,000,000 annual aggregate. The Design Professional shall ensure both that: (1) the policy retroactive date is on or before the date of commencement of the Professional Services; and (2) the policy will be maintained in force for a period of three years after substantial completion of the Professional Services or termination of this Agreement whichever occurs last. The Design Professional agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the City's exposure to loss.

4.3.1.5 Contractors Pollution Liability Insurance.

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

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

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

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

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

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

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

4.3.3 Acceptability of Insurers.

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

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

4.3.4 Required Endorsements.

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

4.3.4.1 Commercial General Liability Insurance Endorsements.

ADDITIONAL INSURED. To the fullest extent permitted by law and consistent with the limiting provisions set forth at California Civil Code section 2782, California Insurance Code section 11580.04, and any applicable successor statutes limiting indemnification of public agencies that bind the City, the policy or policies shall be endorsed to include as an Additional Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of:

- a. Ongoing operations performed by you or on your behalf,
- b. your products,
- c. your work, e.g., your completed operations performed by you or on your behalf, or
- d. premises owned, leased, controlled, or used by you.

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

4.3.4.2 Worker's Compensation and Employer's Liability Insurance

Endorsements.

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

4.3.4.3 Contractors Pollution Liability Insurance Endorsements.

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

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

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

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

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

4.3.7 Notice of Changes to Insurance. Design Professional shall notify the City 30 days prior to any material change to the policies of insurance provided under this Agreement.

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

4.4 Subcontractors. The Design Professional's hiring or retaining of any third parties [Subcontractors] to perform services related to the Project [Subcontractor Services] is subject to prior approval by the City. The Design Professional shall list on the Subcontractor

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

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

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

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

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

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

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

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

4.5 Contract Records and Reports.

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

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

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

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

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

4.5.3.3 To view the City's online tutorials on how to utilize PRISM® for compliance reporting, please visit: <http://stage.primcompliance.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 William Meredith, 525 B Street, Suite 600, 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, Senior Project Manager [Project Team]. Accordingly, performance of Professional Services under this Agreement may not be delegated to other members of the Design Professional's organization or to Subcontractors without the prior written consent of the City. It is mutually agreed that the members of the Project Team are the principal persons responsible for delivery of all Professional Services and may not be removed from the Project Team without the City's prior written approval. Removal of any member of the Project Team without notice and approval by the City may be considered a default of the terms and conditions of this Agreement by the Design Professional. In the event any member of the Project Team becomes unavailable for any reason, the City must be consulted as to any replacement. If the City does not approve of a proposed replacement, the City may terminate this Agreement pursuant to section 2.6 of this Agreement. Further, the City reserves the right, after consultation with the Design Professional, to require any of the Design Professional's employees or agents to be removed from performance of the Scope of Services.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

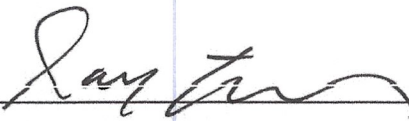
9.25 Equal Pay Ordinance. Unless an exception applies, Design Professional shall comply with the Equal Pay Ordinance (EPO) codified in the San Diego Municipal Code (SDMC) at section 22.4801 through 22.4809. Design Professional shall require all of its

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

The remainder of this page has been intentionally left blank.

IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor, pursuant to San Diego Municipal Code 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 10th day of March, 2023.

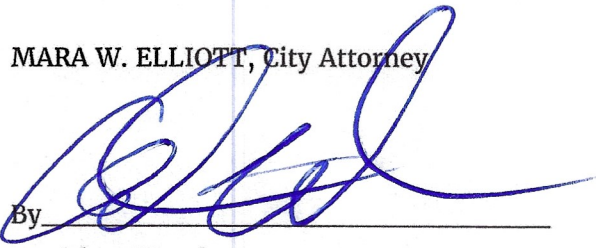
By 
Ray Fares
Vice President

Dated this 10th day of May, 2023.

THE CITY OF SAN DIEGO
Mayor or Designee

By 
Cindy Crocker
Principal Contract Specialist
Purchasing & Contracting Department

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

MARA W. ELLIOTT, City Attorney

By Adam Wander
Adam Wander
Deputy City Attorney

DESIGN PROFESSIONAL AGREEMENT
EXHIBITS

SCOPE OF SERVICES

I. GENERAL

This Design 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 the Colina del Sol Improv 1 (Water & Sewer), herein referred to as Project.

II. PROJECT DESCRIPTION

The City of San Diego is currently working on the design of sewer and water main replacements in residential City streets in the Colina Del Sol area of the Mid-City: City Heights community of San Diego. The City has completed 60% design plans and will continue with the design in parallel to the work described herein. The City will work with the Design Professional to incorporate their design sheets to complete the construction document package. Refer to Attachment 1 for the City's 60% design plans dated 11/3/22.

The Project consists of the installation of approximately 8,892 linear feet of 8-inch, 10-inch, 12-inch, and 15-inch sewer mains, installation of approximately 6,718 linear feet of 8-inch and 12-inch water mains, abandonment of approximately 3,941 linear feet of 6-inch, 8-inch, 10-inch, and 15-inch sewer mains, and abandonment of approximately 1,738 linear feet of 6-inch and 12-inch water mains. The work includes associated services, laterals, replumbs, manholes, fire hydrants, curb ramps, trench restoration, street resurfacing, and all other related work and appurtenances. The Design Professional is responsible for the design of water service and sewer lateral replumbs, curb ramp design, geotechnical investigation, special design for manholes over 25-ft deep, pipe loading and deflection calculations for proposed sewer mains with more than 15 feet of cover or less than 4 feet of cover, trenchless design, and revegetation plans to be incorporated into the City's plans, specifications, and estimates for the Project, as outlined in this Design Scope of Services. The water service and sewer lateral replumbs will include coordination with property owners and residents through preliminary investigation letters and replumb agreement packages.

All items identified to be provided by the City shall be provided in a complete and timely manner as described herein and as needed to meet the schedule shown in Exhibit C.

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, as well as design-related issues during the bid, award, and construction phase. This includes maintaining communications between the City's Project Manager, Design Project Manager, and design

team. The Design Professional shall 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 thirty-six (36) meetings with the City and coordinate the preparation of supporting materials as needed. Project design meetings are listed in Task 2.

Subtask 1.3 Design Schedule and Budget Controls

The Design Professional will prepare, monitor, and maintain design schedule and budget controls for in-scope services. 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 Design Schedule

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

Subtask 1.5 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 Action Items
- Resolved Items and Resolution organized by issue

Subtask 1.6 Project Coordination

The Design Professional will provide coordination and communication 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.

The City Project Management staff will coordinate with surrounding projects to exchange drawings, files, and other information as needed.

Subtask 1.7 Quality Management

The Design Professional will provide quality management and oversee the implementation of QA procedures in accordance with the TY Lin quality management plan (QMP). The Design Professional will coordinate QA between its own Project Team and individual Task Managers of the various design 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 a 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 tracked and monitored, and the Design Professional will coordinate Project Team action items until addressed by the appropriate task managers. Meetings are assumed to be one (1) hour in length and held virtually over an 18-month duration in accordance with the design 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 Design Schedule.

Subtask 2.2 Monthly Progress Meetings

The Design Professional will lead twenty (20) monthly progress meetings with the City's design team to coordinate designs for various Project elements, activities, and tasks. Design Professional's Project Manager, Project Engineer, and select subconsultants will attend.

Subtask 2.3 Submittal Meetings

The Design Professional will attend three (3) submittal meetings to review various design issues prior to the submittal. The meetings will be held prior to the 60% Design, 100% Design, and Final Design deliverables.

Subtask 2.4 PUD/Design Coordination Meetings

The Design Professional will attend three (3) meetings to coordinate with the Public Utilities Department regarding various design issues after submittal. The meetings will be held following the review of the 60% Design, 100% Design, and Final Design deliverables.

Subtask 2.5 City Constructability Review Meeting

The Design Professional will attend one (1) meeting with the City constructability reviewers following the review of the 100% Design deliverables.

Subtask 2.6 CIP Access Law Design Compliance Meetings

The Design Professional will attend one (1) meeting with the City's ADA/Access Law reviewers to discuss the curb ramp design and current design standards prior to completing the 60% Design Drawings.

The Design Professional will attend up to three (3) meetings with the City's ADA/Access Law reviewers to discuss the curb ramp design following the review of the 60% Design, 100% Design, and Final Design deliverables.

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 following the review of the 100% Design and Final Design (if applicable) deliverables. The Design Professional will attend up to one (1) site visit with the QA/QC reviewers.

Subtask 2.8 Survey Meetings

The Design Professional will attend up to three (3) meetings with the City's Survey section to discuss the design plans and survey deliverables following the review of the 60% Design, 100% Design, and Final Design (if applicable) deliverables.

Subtask 2.9 Design Team Meetings

The Design Professional will lead up to twenty (20) design team meetings to provide coordination and communication with its subconsultants for various Project elements, activities, and tasks. Meetings will be held in support of design coordination and monitoring progress in relation to the Project schedule and budget.

Task 3. Water Service and Sewer Lateral Replumbs

The Design Professional will provide design, including plans, specifications, and engineer's estimate for necessary water service and sewer lateral replumbs.

Subtask 3.1 Survey Review

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 service replumb improvements.

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. The base survey map design file shall include right of way lines, property lines, easement lines, and building footprints. It is assumed the mapping received from the City will be complete and in ready to use condition. Supplemental survey will be performed by the City. The Design Professional will submit survey requests to the City PM for any additional survey required.

Subtask 3.2 Utility Mapping Review

The Design Professional will review the available data for critical utilities within the project area. The City will develop and provide the Project design file and a Base Map of the existing utilities based on available as-built records, franchise utility mapping, and field data collected. The Design Professional will review the Project design file and Base Map of existing utilities and identify additional areas or utility records needed within the water and sewer replumb design limits. The Project design file and the utility base map will be referenced into the replumb design drawings.

Subtask 3.3 Site Investigation

The Design Professional will conduct up to 150 site investigations of properties to be replumbed to determine the proposed location of each replumb and the extent of work required to construct each replumb. The Design Professional will coordinate with property owners and residents for permission to access private properties through preliminary investigation letters as described in subtask 3.6.

Subtask 3.4 Replumb Detail Design

The Design Professional will provide a design detail for each water service and sewer lateral replumb. The Design details shall be prepared in accordance with City of San Diego Engineering Documents and References located at <https://www.sandiego.gov/ecp/edocref> and will include the following information:

- Location of the water service or sewer lateral connection to the main
- Location of proposed water meter or sewer lateral cleanouts and connections to existing services and lateral
- Dimensions relevant to the design
- Controlling elevations
- Addresses and lot numbers
- Right-of-way, property lines, curb lines, and easement boundaries
- Existing and proposed utilities and any obstructions, such as trees, landscaping, hardscaping, pools, decks, etc.
- Necessary callouts, labels, annotations, and special plan notes
- Other typical items per City of San Diego standards, including title block, north arrow, and scale

The replumb details shall be shown at a scale of 1"=20' or larger. The Design Professional may include several replumb details on a single plan sheet.

The Design Professional shall coordinate with the City Project Management team for incorporation of the replumb details sheets into the Project design plan set.

DELIVERABLES

- Replumb Design Details (included in 60%, 100%, and Final Design Submittals)

Subtask 3.5 Replumb Progress Tracking Spreadsheet

The Design Professional will investigate and determine which properties require replumbing. The replumbs will be tracked in an Excel spreadsheet that will include:

- Site address
- Site APN
- Property owner
- Owner position (individual, trust, LLC, corporation, etc.)
- Owner mailing address

The spreadsheet will be updated and provided to the City Project Manager with the monthly progress reports or as requested.

DELIVERABLES

- Replumb Progress Tracking Spreadsheet

Subtask 3.6 Preliminary Investigation Letter

The Design Professional will prepare a preliminary investigation letter and permit to work on private properties. The letter will inform the Owner of the project and request the Owner to schedule a site visit to finalize the design. The letter will be sent via certified mail in accordance with the City’s Municipal Code for noticing. The first round of mailings includes up to 140 Certified Packets sent first class with return receipt and postage-paid return envelopes.

Should the Owner fail to respond within thirty (30) calendar days of the first letter, the Design Professional shall prepare and mail a second letter via certified mail. The second round of mailings includes Certified Packets sent first class with return receipt and postage-paid return envelopes.

Should the Owner fail to respond within thirty (30) calendar days of the second letter, a Final notice of termination of services may be sent. If no response from the Owner is received, the City may send a termination of services notice and proceed with the project. The final round of mailings includes Certified Packets sent first class with return receipt and postage-paid return envelopes.

The City will provide templates for all correspondence for the Design Professional to complete. All correspondence will be submitted to the City for review and approval prior to mailing.

Subtask 3.7 Replumb Location Map Exhibits

The Design Professional will prepare a location map exhibit for each replumb property to be included in the replumb package. The exhibit will include the following:

- Street name
- Property address

- Existing main and lateral/service connection
- Existing water meter or cleanout location
- Proposed main and lateral/service connection
- Proposed water meter or cleanout location
- Building footprint
- Right of way lines, property lines, and easement lines

Subtask 3.8 Replumb Agreement Packages

Once the replumb design drawings are advanced to 100% design level, the Design Professional will prepare an agreement package that includes the following:

- Instructional letter to property owner
- Property Instruction Sheet
- Agreement Document
- Acknowledgement Sheet for notarization
- Certification of Trust (if the property is owned by a trust)
- Exhibit “A” location map
- Return Envelope

The City will provide templates for the Instructional Letter to property owner, Property Instruction Sheet, Agreement Document, Acknowledgement Sheet, and Certification of Trust. The City will obtain the Assessor’s Property Information (API) for the Design Professional to attach to the agreement package.

The Design Professional will submit all agreement packages to the City for review and approval prior to mailing. After receiving City approval, the Design Professional will mail the agreement packages to the property owners. The Design Professional will coordinate with the City’s designated approved notary public vendor for mobile notary services to assist with the collection of notarized signatures for each agreement.

This task includes preparing address labels, envelopes, and agreements for certified mail; coordinating schedules of property owner and notary public for signing; follow up to non-responders of first outreach by either on-site visit or certified letter(s); and coordinating with project team for the proper delivery of signed agreements.

DELIVERABLES

- Preliminary Investigation Letters and Permit to Work on Private Property
- Replumb Location Map Exhibits

- Replumb Agreement Packages

Task 4. Curb Ramp Design

The Design Professional will prepare the design, including plans, specifications, and construction cost estimates for the curb ramp and associated accessibility upgrades included in the Project. The Design Professional shall provide a design in compliance with the latest City standards. In the event that the standards are updated prior to completion of the project, the Design Professional may be required to update the design to meet the new standards.

The Design Professional shall coordinate with the City Project Management team for incorporation of the curb ramp plan sheets into the Project design plan set.

Subtask 4.1 Survey Review

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 curb ramp improvements.

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. The base survey map design file shall include right of way lines, property lines, easement lines, grades, flow line and existing surface features. Existing surface features shall include all controlling obstructions such as sidewalk, grade breaks, curbs, drainage inlets, utility boxes, utility poles, traffic signals, push buttons poles, trees, fences, walls, and landscaping. It is assumed the mapping received from the City will be complete and in ready to use condition. Supplemental survey will be performed by the City. The Design Professional will submit survey requests to the City PM for any additional survey required.

Subtask 4.2 Site Investigation

The Design Professional will conduct 1 site visit for each intersection within the project limits to evaluate the condition of existing curb ramps, identify locations that need new curb ramp and accessibility upgrades, and observe other project features. The site evaluation will consist of a visual inspection of the existing sidewalk condition (i.e. slopes), street slope (using digital level to measure existing slopes), utilities, landscaping, structures, fences, traffic conditions, pedestrian flow within the intersection, alignment of existing curb ramps across the street, any missing sidewalks across the street, and potential constraints.

Subtask 4.3 Design Plans

The Design Professional will prepare curb ramp design plans for up to 105 curb ramps, and curb ramp details as necessary.

4.3.1. Curb Ramp Deviation from Standards Form

Curb ramps are anticipated at pedestrian crossings as required by the City of San Diego Curb Ramp Design Guidelines. The Design Professional will prepare a Deviation from Standards Form (DS-266) for locations where it is infeasible to meet these standards. The form will be submitted to the City for review and approval.

4.3.2. Curb Ramp Location Plans

The Design Professional will prepare curb ramp location sheets for an estimated 105 curb ramps. The curb ramp location sheets shall be prepared in accordance with the City of San Diego Engineering Documents & References located at <https://www.sandiego.gov/ecp/edocref>, and at a minimum shall include the following information:

- Location of proposed curb ramps and other proposed accessibility or surface improvements
- Right-of-way lines and curb lines
- A curb ramp notes table per current City standards with necessary notes and modifications for each ramp location
- Necessary callouts, labels, annotations, and special plan notes
- Other typical items per City of San Diego standards, including title block with required information and north arrow

4.3.3. Curb Ramp Detail Sheets

The Design Professional will prepare curb details for an estimated 20 curb ramps. The curb ramp detail sheets shall be prepared in accordance with the City of San Diego Engineering Documents & References located at <https://www.sandiego.gov/ecp/edocref>, and at a minimum shall include the following information:

- Plan views of the proposed curb ramps; station callouts and elevations (flow line, top of curb) along the proposed top of curb; elevations at the landing corners, back of walk, and other controlling points; all controlling dimensions; station offsets as required; slopes and cross slopes along the path of travel; and all obstructions including utility boxes, signs, poles, trees, walls, and landscaping
- Profile views along the proposed top of curb showing the existing and proposed top of curb and flow line; station callouts and elevations; and proposed slopes
- Proposed horizontal alignment reports
- Survey field data
- Construction notes, callouts, labels, and annotations
- Other typical items per City of San Diego standards, including title block with required information, north arrow, and scale

DELIVERABLES

- Curb Ramp Location Sheet(s) and Detail Sheets, Supplemental Special Provision, Deviation from Standard Form, and Construction Cost Estimates (included in 60%, 100%, and Final Design Submittals)

Task 5. Geotechnical Investigation

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

Subtask 5.1 Report of Geotechnical Investigation

5.1.1. 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.

5.1.2. 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. Coordinate utility clearance of the proposed boring locations through Underground Service Alert (USA).
- c. Obtain encroachment and traffic control permits from the City of San Diego, if required.
- d. Prepare a package for the City of San Diego's IB 511 review process, consisting of a boring location map with access paths (for any borings 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.
- e. Obtain soil boring permits from the County of San Diego Department of Environmental Health Services (DEHS), if required.
- f. The borings for the subject project will be performed within the City of San Diego's public right-of-way. Boring activities will require a ROW permit from the City of San Diego Development Services Department. All work shall be in accordance with City regulations and shall be subject to approval by the City inspector. Corrections directed by the City inspector, including, but not limited to, correction to traffic control or pavement restoration, shall not warrant additional compensation to the Design Professional.
- g. No additional regulatory agency permits are anticipated to perform the soil borings and

are 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)

5.1.3. Field Exploration Program

This task will include the performance of up to eight (8) 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 proposed pipeline invert elevation or sewer manhole base elevation to the maximum depth of 30 feet below the existing ground surface (bgs). In the event of early refusal on strongly cemented cobbles and boulders, the driller will convert to air rotary drilling method or rock coring method and continue drilling to the target depth.

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 areas will be repaired in general accordance with the City of San Diego Standard Drawings to match the adjacent pavement surface. The work areas will be cleaned and excess soil and/or fluid will be removed for offsite disposal.

No hazardous material contamination issues are anticipated in the areas where the geotechnical borings will be performed. In the event that visual or odoriferous indications of soil contamination are detected, the Geotechnical subconsultant will immediately cease the field operations and notify the Project Manager and the City of San Diego to discuss further action.

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

5.1.4. Laboratory Testing

The 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);
- R-value (CTM 301); and
- Soil pH, resistivity, and soluble sulfate and chloride concentrations.

5.1.5. *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 and hydrostatic pressures;
- Modulus of subgrade reaction;
- Soil settlement/ heaving characteristics;
- Soil corrosivity characteristics;

- Manhole structure design and construction recommendations;
- Pavement design 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.

The report will be prepared in accordance with the City of San Diego's Guidelines for Geotechnical Reports. Geotechnical subconsultant will prepare one (1) Draft Report for review and comment by the City and the Design Professional. The subconsultant will revise 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 5.2 Pipe Loading and Deflection Calculations

The Design Professional will provide pipe loading/deflection calculations for proposed sewer mains with more than 15 feet of cover or less than 4 feet of cover (approximately 10 locations). In the event that the calculations show pipe deflections beyond the acceptable range, the Design Professional shall provide a design recommendation to mitigate pipe deflection.

DELIVERABLE

- (1) Electronic copy of Pipe Loading/Deflection Calculations

Subtask 5.3 Geotechnical Subconsultant Coordination

The Design Professional will coordinate the geotechnical services provided by a 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 IB 511 submittal including delineation of pertinent biological, archeological and paleontological sensitive areas, if required. The City will be responsible for submitting the IB 511 submittal to the City of San Diego Development Services Department.

Task 6. Trenchless Design

The Design Professional shall investigate, provide a recommendation, and, if directed by the City of San Diego, provide a design for a trenchless installation method as outlined in Subtask 13.2 for the proposed sewer main at Lots 5-11 Block 40 as shown on Sheet 16 of the City’s 60% Design plans.

Subtask 6.1 Draft Trenchless Memorandum

The Design Professional will prepare one Draft Technical Memorandum for review and comment by the City. The memorandum will include an evaluation of site constraints, a risk evaluation, a cost evaluation, and a schedule analysis. An options analysis will be performed for up to two (2) options (open cut vs. jack & bore). The Draft Trenchless Memo will be submitted to the City for review and comment.

Subtask 6.2 Final Trenchless Memorandum

The Design Professional will revise the draft memorandum and prepare a Final technical memorandum responding to review comments received. The Final Trenchless Memo will be submitted with the 60% Design deliverables.

DELIVERABLES

- (1) Electronic copy of Draft Trenchless Memorandum
- (1) Electronic copy of Final Trenchless Memorandum

Task 7. 60% 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 latest City standards unless otherwise directed by the City Project Manager. In the event the City standards are updated during the design process, the Design Professional will update design submittals to comply with the latest standards as directed by the City Project Manager. The current City standards include the following published standards:

- 2021 Whitebook
- 2021 Greenbook
- 2021 City of San Diego Standard Drawings

- 2021 Water Department Design Guidelines and Standards

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

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

DELIVERABLES

- 60% Design Drawings
- 60% Engineer's Estimate of Probable Cost

Subtask 7.1 60% Design Drawings

The Design Professional will develop 60% Design Drawings as described below. Design drawings will be provided in PDF and MicroStation format. The 60% Design Drawings will include an estimated 57 sheets as listed below.

7.1.1. 60% Water Service Replumb Drawings

Detail Drawings for water service replumbs identifying the location of the water service connection to the main, proposed water meter, and connections to existing services as described in Task 3.4.1. Estimated 32 sheets for up to 105 water replumbs.

7.1.2. 60% Sewer Lateral Replumb Drawings

- 7.1.2.1.** Detail drawings of sewer replumbs showing the location of the sewer lateral connection to the main, cleanouts, and connections to existing laterals as described in Task 3.4.1. Estimated 10 sheets for up to 45 sewer laterals.

7.1.3. 60% Curb Ramp Design Drawings

- 7.1.3.1.** Plan view drawings showing proposed pedestrian and curb ramps. Provide a map showing curb ramp locations adjacent to construction limits. Provide an enlarged view of details for each ramp with new ramp type and modifications as required by City's ADA staff. Estimated 12 sheets for up to 105 curb ramps and up to 20 curb ramp details.

7.1.4. 60% Structural Detail Drawings

- 7.1.4.1.** Detail drawings for the structural design of deep sewer manholes based on recommendations from the geotechnical investigation. Provide an enlarged view of typical details for manholes with a depth to invert greater than 25 feet. Estimated 3 sheets.

Subtask 7.2 60% Engineer's Estimate of Probable Cost

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

Subtask 7.3 60% Quality Control Review

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

Task 8. 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 the Public Utilities Department and Engineering and Capital Projects Department and other agencies involved in this Project. The Design Professional will incorporate agreed-upon City comments from the 60% Submittal review. The Design Professional will provide written responses to the City's 60% Design review comments on a form provided by the City. The Design Professional will demonstrate prior comments have been satisfied prior to next design phase. The City will make final comments on the 100% Design submittal to be incorporated in the Final Design.

DELIVERABLES

- 100% Design Drawings
- 100% Supplementary Special Provisions
- 100% Engineer's Estimate of Probable Cost
- Response to 60% Comments

Subtask 8.1 100% Design Drawings

Design drawings will be provided in PDF and MicroStation format.

Subtask 8.2 100% Supplement to Special Provisions

Special Provisions will be submitted in Word adopting a uniform format and section structure that conforms to and integrates with the Greenbook and Whitebook specifications to be added to the City's Special Provisions for the Project.

Subtask 8.3 100% Engineer's Estimate of Probable Cost

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

Subtask 8.4 Response to 60% Comments

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

Subtask 8.5 100% Quality Control Review

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

Task 9. 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. The Design Professional shall incorporate City review comments from the 100% Submittal. The Design Professional will submit the Final Design and Supplementary Special Provisions 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 City. The Design Professional will demonstrate prior comments have been satisfied prior to City approval. The Design Professional will provide signed and stamped final design drawings following approval by the City.

DELIVERABLES

- Final Design Drawings
- Final Supplementary Special Provisions
- Final Engineer’s Estimate of Probable Cost
- Final Response to Comments

Subtask 9.1 Final Design Drawings

- (1) Electronic media in MicroStation Format in accordance with CADD guidelines

Subtask 9.2 Final Supplement to Special Provisions

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

The Design Professional will provide signed and stamped Engineer of Work statement.

Subtask 9.3 Final Engineer’s Estimate of Probable Cost

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

Subtask 9.4 Final Response to Comments

The Design Professional will provide written responses to the City’s 100% Design review comments on a form provided by the City. The Design Professional will demonstrate prior comments have been satisfied.

The Design Professional will provide written responses to the City’s 100% Design Constructability review comments on a form provided by the City. The Design Professional will demonstrate prior comments have been satisfied.

Subtask 9.5 Final Quality Control Review

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

Task 10. Bid and Award

Subtask 10.1 Technical Support

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.

Subtask 10.2 Bidder's Questions

Design Professional will respond to design-related technical questions from potential bidders and suppliers on the Contract Documents. Responses will be routed through the City's Contracts Division. Plan holder questions will be referred directly to the City's Contracting Group.

Subtask 10.3 Addenda to Contract Documents

Design Professional will prepare 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 fourteen (14) Construction Progress Meetings. Review construction progress and assist the Project Manager, as requested (assume average of 1 meeting every other month).

Subtask 11.2 Contractor Submittal Reviews

The Design Professional shall review the Contractor's submittals 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.

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)

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.

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.

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 Drawings. As-built drawings will be reviewed and approved by the City Project Manager.

Subtask 11.6 Construction Time

The construction phase is estimated to last 28 months. As-built drawings will be created following the construction phase and are estimated to last 6 months.

Task 12. Revegetation Plan

The Design Professional's qualified landscape architect subconsultant will prepare a Revegetation Plan for the Project.

The revegetation applies to the proposed disturbed area of Alley Blk 28 between Oakcrest Dr to the south, Orange Ave to the north, 50th St to the east, and Winona Ave to the west, as shown on sheet C-10 of the City's 60% design plans included as Attachment 1.

The Revegetation Plan will be developed using native upland species per the City's Whitebook for the area specified. The Revegetation Plan will include a 120-day plant establishment period and 25-month revegetation monitoring schedule and criteria.

The revegetation area can be accessed from adjacent roadways and alleys. Revegetation irrigation for plant establishment will be provided by the Contractor. An Irrigation Plan is not included as part of this scope.

Subtask 12.1 Field Reconnaissance Review

The landscape architect subconsultant will conduct one site visit with the Design Professional and City Staff to inventory and document existing landscape conditions adjacency to other structures, site pavings, landscape areas, existing planted areas, plant materials, irrigation systems (if any), utilities, and other information. The project area will be documented using digital photography, written field notes and

observations. The photographs shall be the photographic record of existing conditions for use during the landscape design development and construction documents phases.

Subtask 12.2 60% Revegetation Plan

The Design Professional's qualified subconsultant will prepare a Revegetation Plan in accordance with City of San Diego Biology Guidelines and Landscape Standards. The submittals will include the preparation of 24"x36" sheets, at a scale of 1"=20'. The 60% design plan set will include the following drawings to be included with the 60% design submittal:

- Planting List, Legend and Notes indicating the botanical and common names, required container sizes, height and spread, and any special characteristics. Notes will indicate the special requirements for tree, shrub, hydroseeding and native seed materials or applications. Notes shall also include maintenance and monitoring schedule, success criteria, protection of biological resources, seasonal restrictions, brush management zones, and erosion control strategies. (1 Sheet)
- Revegetation Planting Plans indicating the shrub and hydroseeding locations, sizes, types, and quantities, typical installation requirements, and plant botanical and common names. Tree removal and relocation shall also be indicated. (1 Sheet)

The City will provide the existing utility and design base files in MicroStation format for use in preparing base information for planting revegetation drawings.

The revegetation drawings will be included with the 60% Design Submittal.

Subtask 12.3 100% Revegetation Plan

The Design Professional's qualified subconsultant will advance the 60% landscape 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 in the City of San Diego Biology Guidelines and Landscape Standards. The qualified subconsultant will incorporate agreed-upon City comments from the 60% Submittal review. The qualified subconsultant will provide written responses to the City's 60% Design review comments related to planting improvements on a form provided by the City. The qualified subconsultant will demonstrate prior comments have been satisfied prior to next design phase. The City will make final comments on the 100% Design submittal to be incorporated in the Final Design.

The subconsultant will provide landscape design and construction documents to be included with the 100% design submittal. The 100% plan submittal will include the following drawings:

- Plant List, Legend, and Notes (1 Sheet)
- Revegetation Planting Plans (1 Sheet)

The revegetation drawings, and comment responses will be included with the 100% Design Submittal.

Subtask 12.4 Final Revegetation Plan

The Design Professional's qualified subconsultant will advance the 100% revegetation design to Final design level. The Final Design is fully complete in aspects and considered at final design and bid-ready. The 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 City. The Design Professional will demonstrate prior comments have been satisfied prior to City approval. The Design Professional's qualified subconsultant will provide signed and stamped final design drawings following approval by the City.

The qualified subconsultant will provide landscape design and construction documents to be included in the Final design submittal. The Final revegetation plan submittal will include the following drawings:

- Plant List, Legend, and Notes (1 Sheet)
- Revegetation Planting Plans (1 Sheet)

The revegetation drawings, GIS coverages/layers in digital format (ArcGIS compatible), and comment responses will be included with the Final Design Submittal.

Subtask 12.5 Bid Support

The landscape architect subconsultant will provide bid support to the City during the bidding and award phase of the construction packages. Bid support services will include written responses to questions by bidders and assist with any addenda needed to the contract documents during the bid process. It is assumed that the City will be responsible for the distribution of such Addenda to potential bidders.

Subtask 12.6 Construction Administration

The landscape architect subconsultant will provide construction administration support, as described in the tasks herein.

12.6.1. Construction Meetings

12.6.1.1. Pre-Construction Meeting

The landscape architect subconsultant will attend one (1) meeting and participate in the pre-construction conference including a Project site visit.

12.6.1.2. Construction Progress Meetings

The landscape architect subconsultant will attend two (2) Construction Progress Meetings.

12.6.2. Requests for Information / Clarification (RFIs / RFCs)

The landscape architect subconsultant will 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.

Task 13. Services with Prior Approval

Additional services may be provided at the City's request. The scope and budget for each additional request will be agreed upon prior to commencement of the work.

Subtask 13.1 Community Meeting

The Design Professional may be required to prepare materials for, attend, and participate in one (1) community group meeting at the City's request.

Subtask 13.2 Trenchless Design

The Design Professional will provide a design for a trenchless installation method for the proposed sewer main at Lots 5-11 Block 40 if directed by the City. The design for this element includes one design sheet, up to one detail sheet, specifications, and estimates through Final Design.

DELIVERABLES

- Trenchless Design Plans, Specifications, and Engineer's Estimate of Probable Cost to be included in progress design submittals following the City's request.

Subtask 13.3 Additional As-Needed Services

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

13.3.1. Additional Construction Support Services

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

13.3.2. Existing Service Locating

The Design Professional will perform existing service locating activities at the City's request. The Design Professional may subcontract field locating services to perform approximately ten (10) potholes and/or CCTV of existing laterals. Potholes will be used to locate and determine the size and depth of existing water and sewer service laterals. Potholes will be performed in accordance with City requirements. 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.

The Design Professional will request, research, and review existing building as-builts and records to assist with determining the location of existing building services.

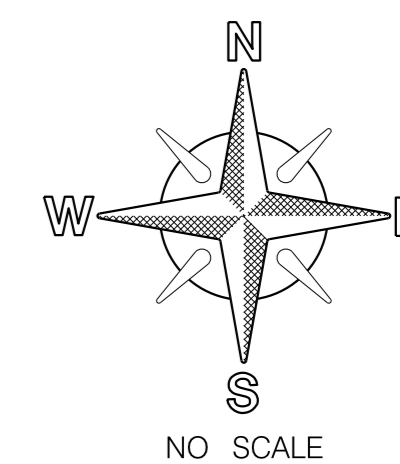
13.3.3. Additional As-Needed Services

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

END SCOPE OF SERVICES

Attachment 1

City of San Diego 60% Design Plans



- LEGEND**
- PROPOSED WATER MAIN
 - PROPOSED SEWER MAIN
 - SEWER SHEET NUMBER
 - WATER SHEET NUMBER

G-2

**COLINA DEL SOL IMPROV 1
(WATER & SEWER)
KEY MAP**

CITY OF SAN DIEGO, CALIFORNIA
ENGINEERING & CAPITAL PROJECTS DEPARTMENT
SHEET 2 OF XX SHEETS

WATER WBS B-20010
SEWER WBS B-20008

APPROVED: _____ DATE _____
FOR CITY ENGINEER ELHAM LOTFI PRINT DCE NAME C91224 RCE#
SUBMITTED BY: DANIEL YELSITS PROJECT MANAGER
CHECKED BY: DANIEL YELSITS PROJECT ENGINEER

DESCRIPTION	BY	APPROVED	DATE	FILED
ORIGINAL				

SEE EACH SHEET
CCS27 COORDINATE

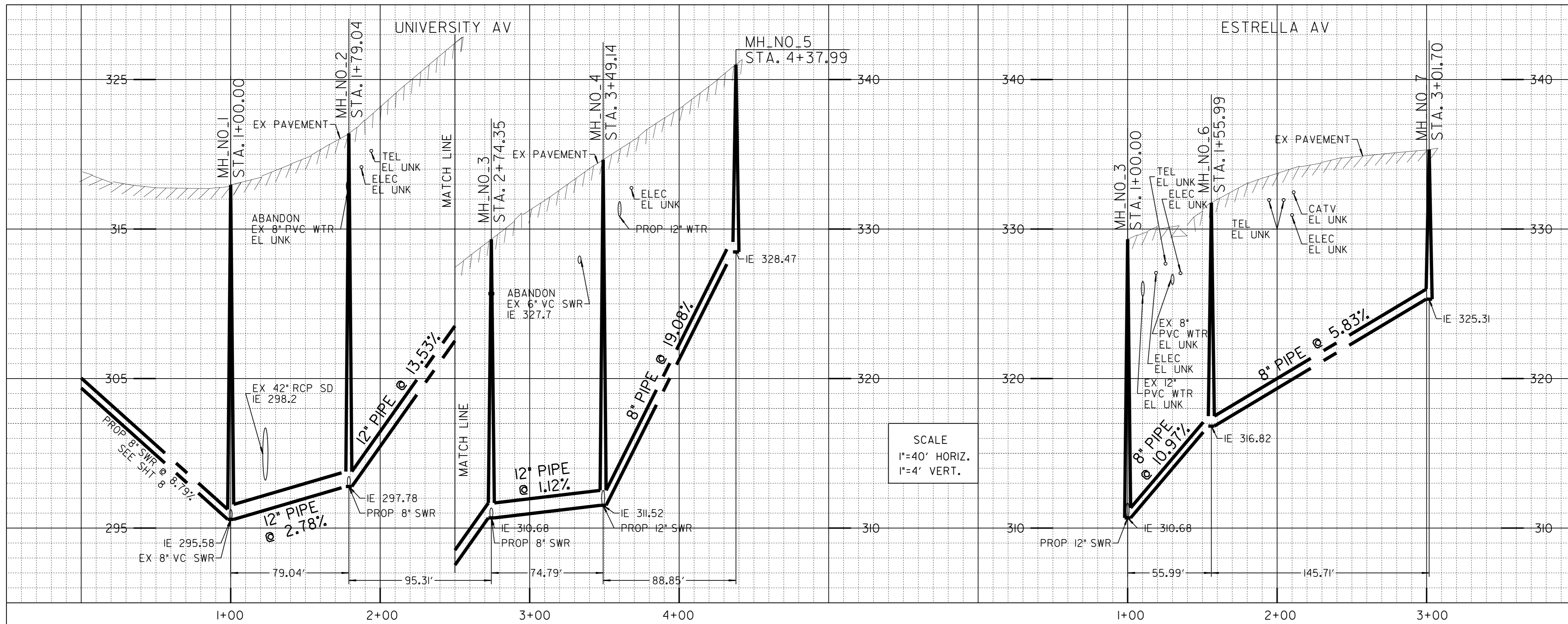
SEE EACH SHEET
CCS83 COORDINATE

CONTRACTOR _____ NTP DATE _____
INSPECTOR _____ NOC DATE _____

0100182-02-D

60% DESIGN

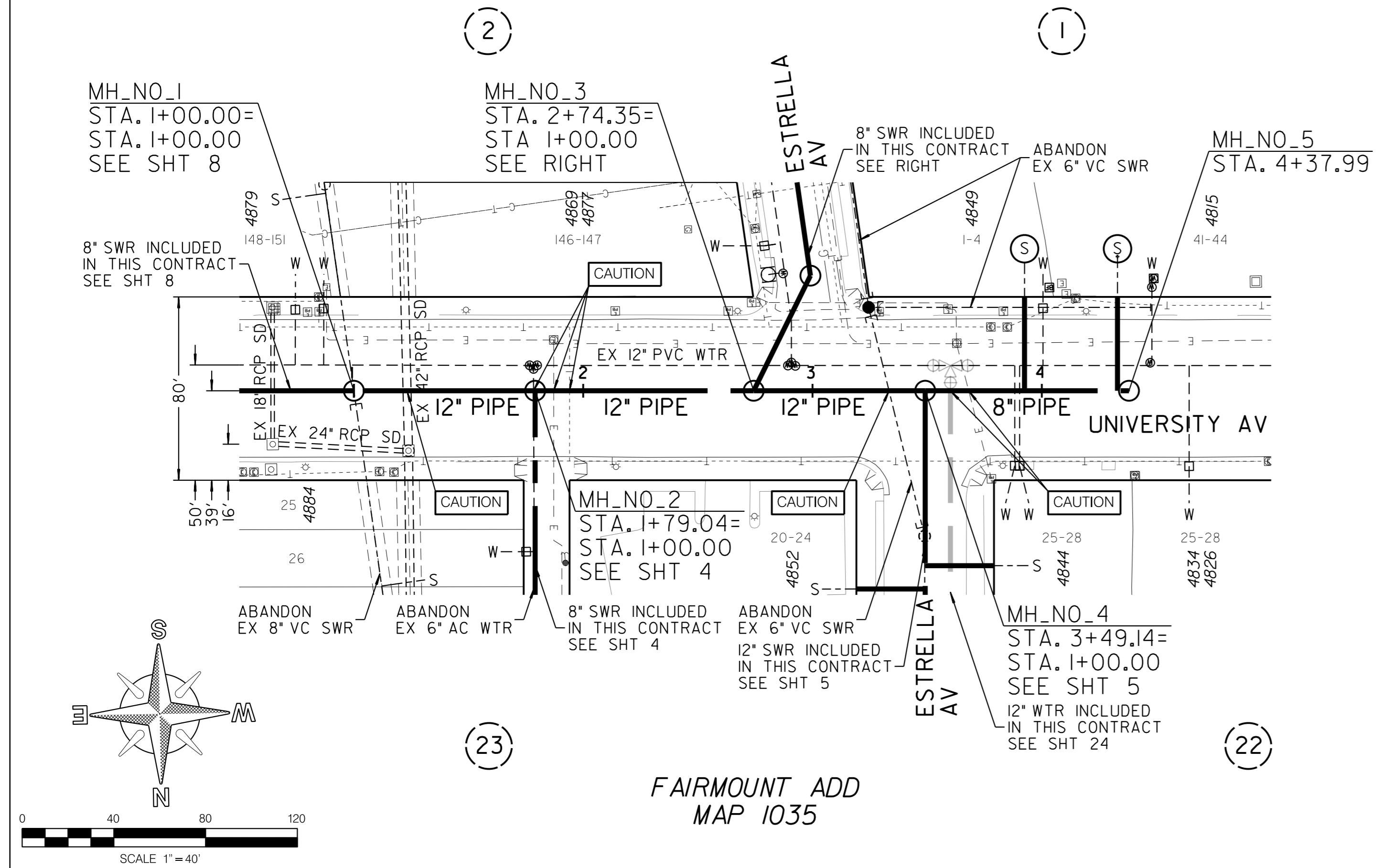
KEY MAP



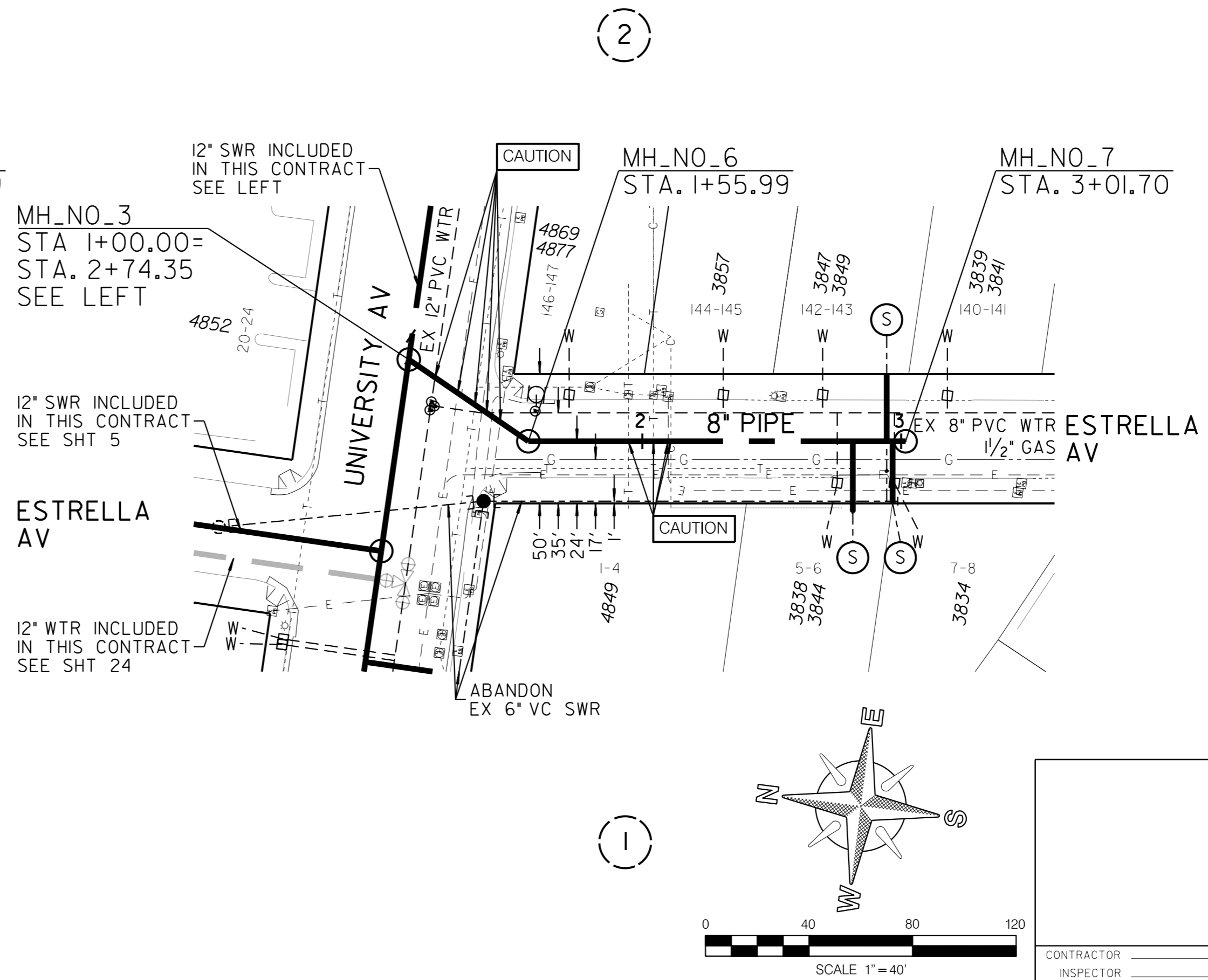
SCALE
1"=40' HORIZ.
1"=4' VERT.

FAIRMOUNT ADD
MAP 1347

FAIRMOUNT ADD
MAP 1347



FAIRMOUNT ADD
MAP 1035



REFERENCE:
WATER: 34515-23-D
SEWER: 936-D,
STORM DRAIN: 6453-B
GAS: 16125-118880
ELECTRIC: 16125-118880
CABLE TV: NONE
TELEPHONE: AT&T
100' SCALE FIELD BOOK: J195

RETIREMENTS:
4" LATERAL - 5 - 1952
SEE ABANDONMENT SHEET

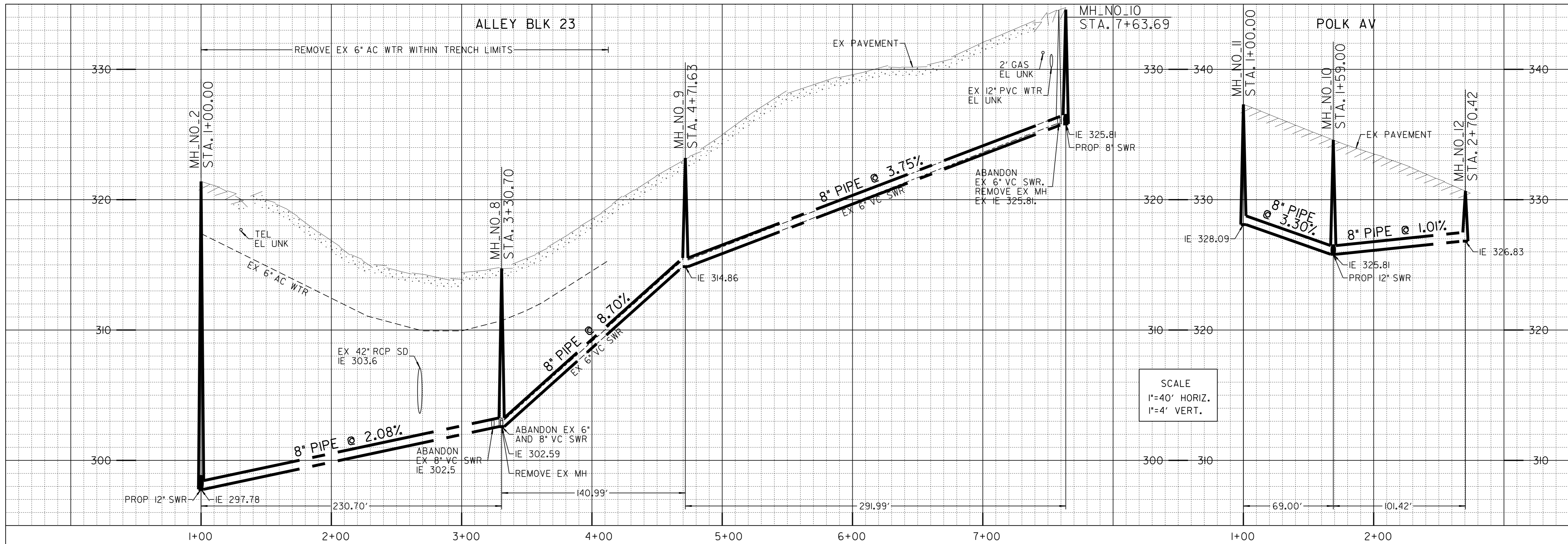
C-1

**COLINA DEL SOL IMPROV 1
(WATER & SEWER)
UNIVERSITY AV
UNIVERSITY AV & ESTRELLA AV
SO UNIVERSITY AV**

CITY OF SAN DIEGO, CALIFORNIA ENGINEERING & CAPITAL PROJECTS DEPARTMENT SHEET 3 OF XX SHEETS		WATER WBS B-20010 SEWER WBS B-20008
FOR CITY ENGINEER ELHAM LOTFI PRINT DATE NAME	DATE C91224 RCE#	DESIGNED BY DANIEL YELSITS PROJECT ENGINEER
DESCRIPTION ORIGINAL	BY DY/AO	APPROVED DATE FILMED
1850-6298 CCS83 COORDINATE		210-1737 CCS27 COORDINATE
CONTRACTOR INSPECTOR		NTP DATE NOC DATE 0100182-03-D

UNIVERSITY AV / ESTRELLA AV

60% DESIGN



FAIRMOUNT ADD
MAP 1035

(23)

ESTRELLA AV

SCALE
1"=40' HORIZ.
1"=4' VERT.

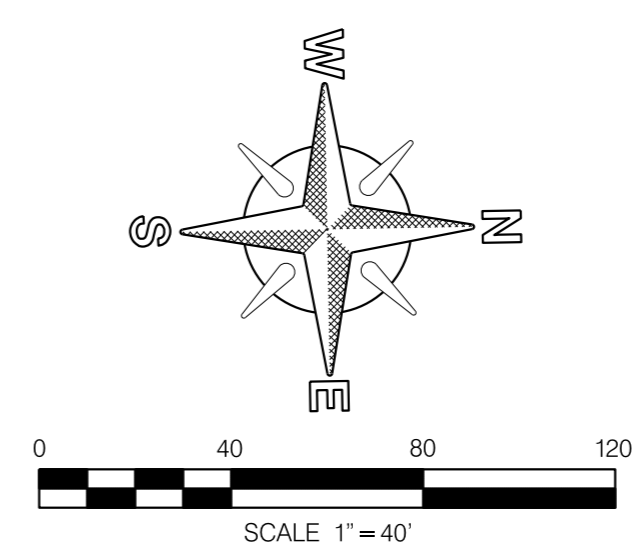
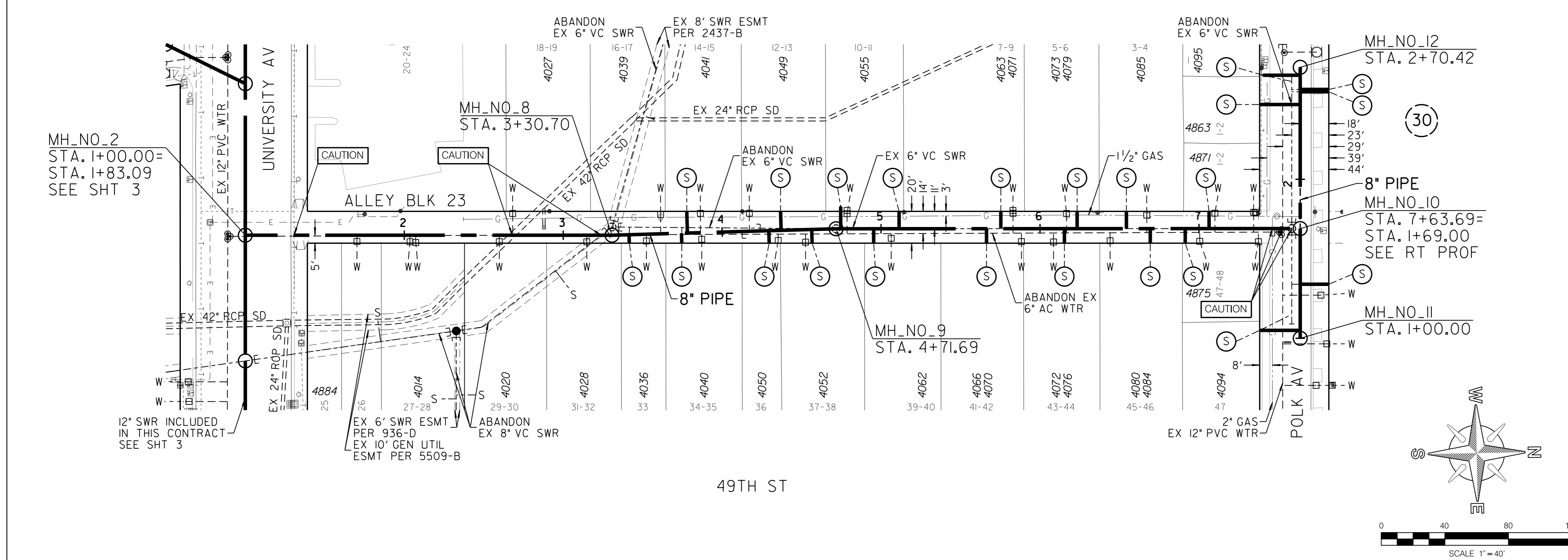
CONTRACTOR'S NOTE:
CONTRACTOR SHALL COORDINATE WORK HOURS
WITH THE SCHOOL PRIOR TO CONSTRUCTION.

CONTRACTOR'S NOTE:
USE EXTREME CAUTION WHEN WORKING
DUE TO LOW OVERHEAD UTILITY LINES.

REFERENCE:
WATER: 32530-11-D, 32530-12-D, 34515-23-D
SEWER: 936-D
STORM DRAIN: 6307-B, 6407-B
GAS: 16125-118880,
ELECTRIC: 16125-118880
CABLE TV: NONE
TELEPHONE: AT&T
100' SCALE/FIELD BOOK: J19S

RETIREMENTS:
6" - VC - 334' - 1952
6" - AC - 317' - 1955
MH - 4X3 - 3 - 1952
4" LATERAL - 23 - 1952
SEE ABANDONMENT SHEET

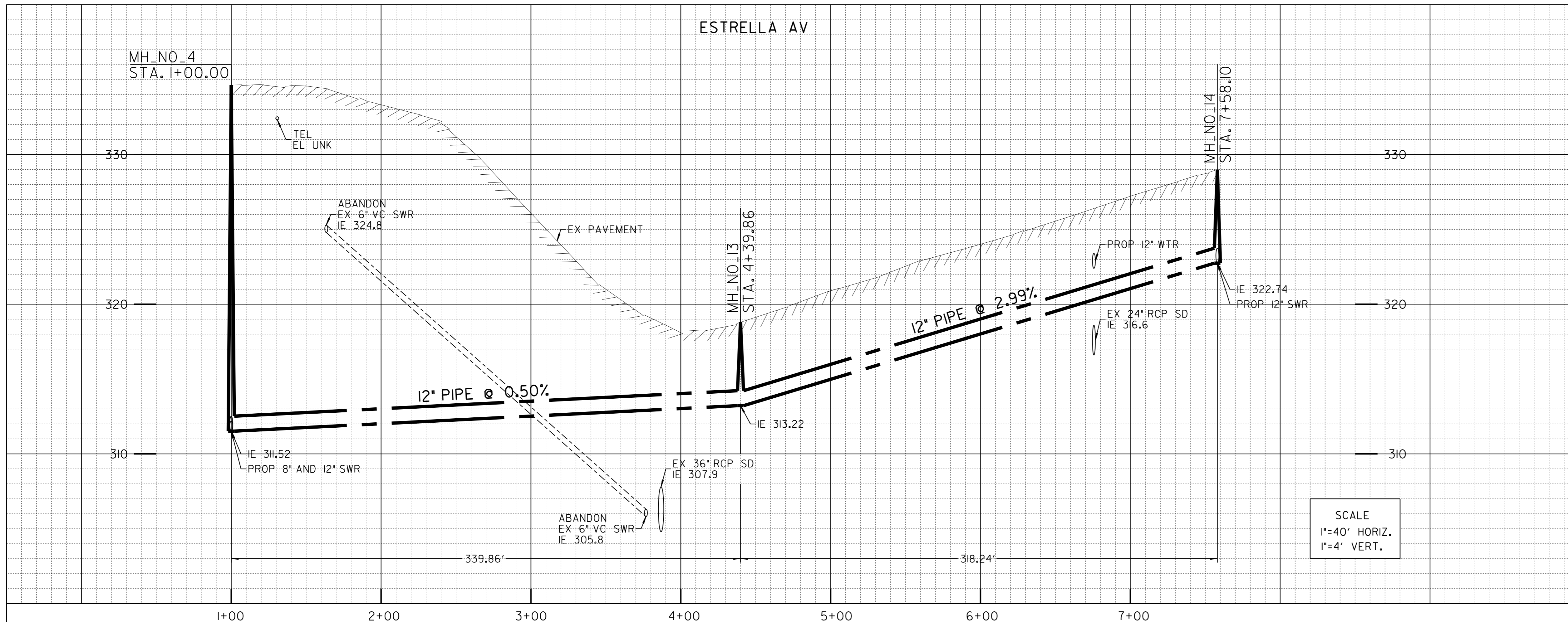
C-2



COLINA DEL SOL IMPROV 1 (WATER & SEWER) ALLEY BLK 23 UNIVERSITY AV TO POLK AV POLK AV POLK AV & ALLEY BLK 23		WATER WBS	B-20010
		SEWER WBS	B-20008
CITY OF SAN DIEGO, CALIFORNIA ENGINEERING & CAPITAL PROJECTS DEPARTMENT SHEET 4 OF XX SHEETS		PREPARED BY: DANIEL YELSITS PROJECT MANAGER	ORDERED BY: DANIEL YELSITS PROJECT ENGINEER
APPROVED: FOR CITY ENGINEER ELHAM LOTFI PRINT DATE: 09/22/24	DATE: 09/22/24 PROJECT #	DESCRIPTION ORIGINAL	BY: DY/AO APPROVED: [Signature] DATE: [Date] FILMED: [Date]
CONTRACTOR: _____ INSPECTOR: _____		NTP DATE: _____ NOC DATE: _____	210-1737 CCS27 COORDINATE 1850-6298 CCS83 COORDINATE 0100182-04-D

60% DESIGN

ALLEY BLK 23 / POLK AV



FAIRMOUNT ADD
MAP 1035

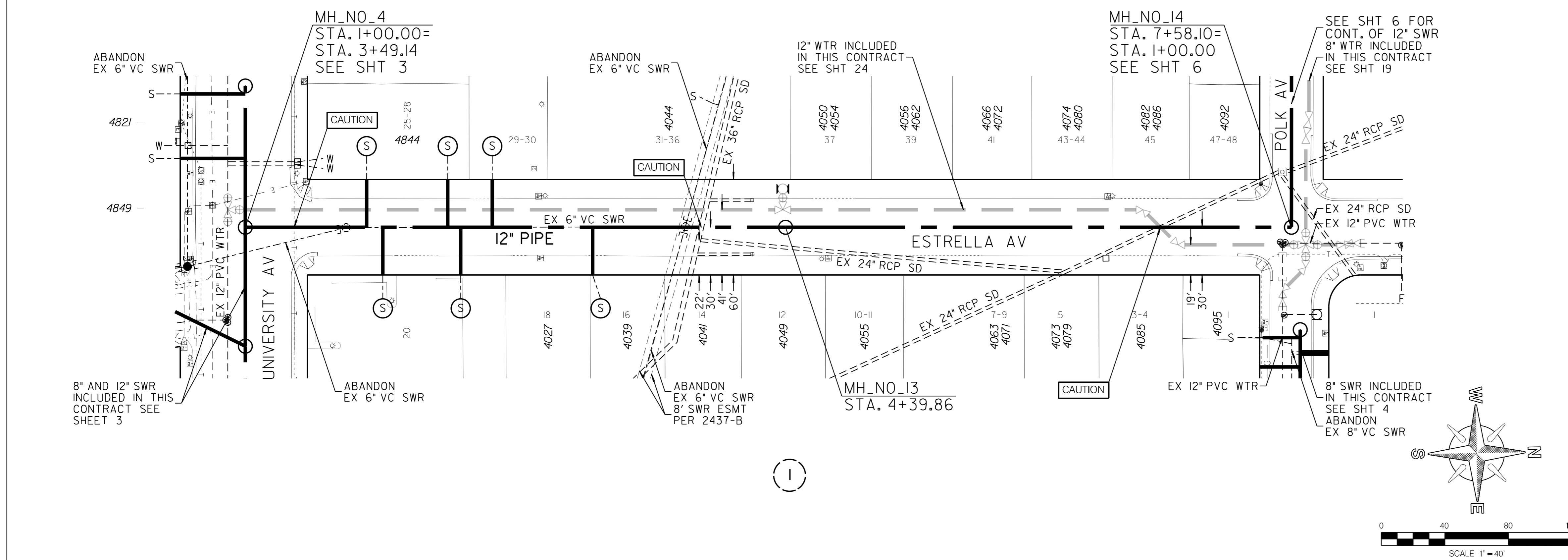
(2)

CONTRACTOR'S NOTE:
CONTRACTOR SHALL COORDINATE WORK HOURS
WITH THE SCHOOL PRIOR TO CONSTRUCTION.

CONTRACTOR'S NOTE:
USE EXTREME CAUTION WHEN WORKING
DUE TO LOW OVERHEAD UTILITY LINES.

REFERENCE:
WATER: 6268-W, 34515-23-D
SEWER: 936-D
STORM DRAIN: 6783-L
GAS: NONE
ELECTRIC: NONE
CABLE TV: NONE
TELEPHONE: AT&T
100' SCALE/FIELD BOOK: J19S

RETIREMENTS:
6" - VC - 213' - 1952
MH - 4X3 - 2 - 1952
4" LATERAL - 6 - 1952
SEE ABANDONMENT SHEET



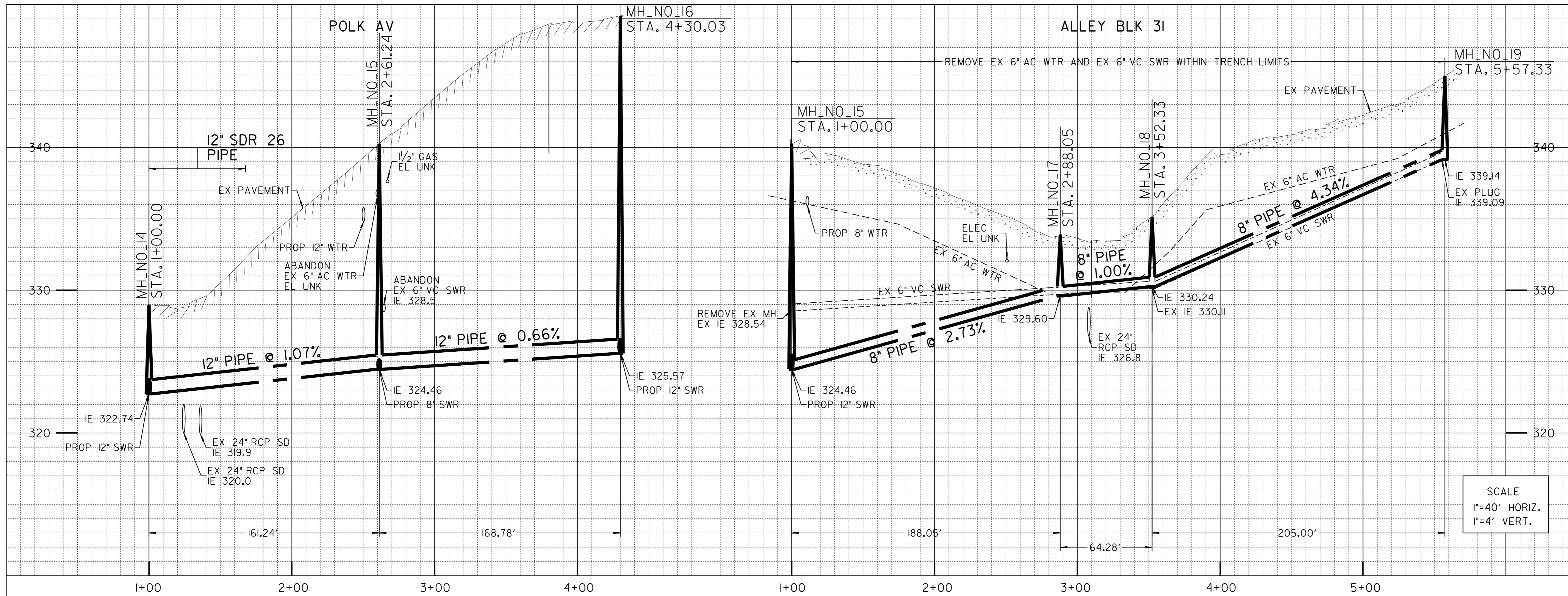
C-3

COLINA DEL SOL IMPROV 1
(WATER & SEWER)
ESTRELLA AV
UNIVERSITY AV TO POLK AV

CITY OF SAN DIEGO, CALIFORNIA
ENGINEERING & CAPITAL PROJECTS DEPARTMENT
SHEET 5 OF XX SHEETS

APPROVED FOR CITY ENGINEER ELHAM LOTFI PRINT DATE NAME	DATE C9/22/24 RCE#	WATER WBS B-20010	SEWER WBS B-20008
SUBMITTED BY DANIEL YELSITS PROJECT MANAGER		ORDERED BY DANIEL YELSITS PROJECT ENGINEER	
DESCRIPTION ORIGINAL	BY DY/AO	APPROVED	DATE 210-1737
			CCS27 COORDINATE
			1850-6298
			CCS83 COORDINATE
CONTRACTOR INSPECTOR		NTP DATE	0100182-05-D
		NOC DATE	

60% DESIGN



SCALE
1"=40' HORIZ.
1"=4' VERT.

FAIRMOUNT ADD
MAP 1035
(22)

FAIRMOUNT ADD
MAP 1035
(31)

CONTRACTOR'S NOTE:
CONTRACTOR SHALL COORDINATE WORK HOURS
WITH THE SCHOOL PRIOR TO CONSTRUCTION.

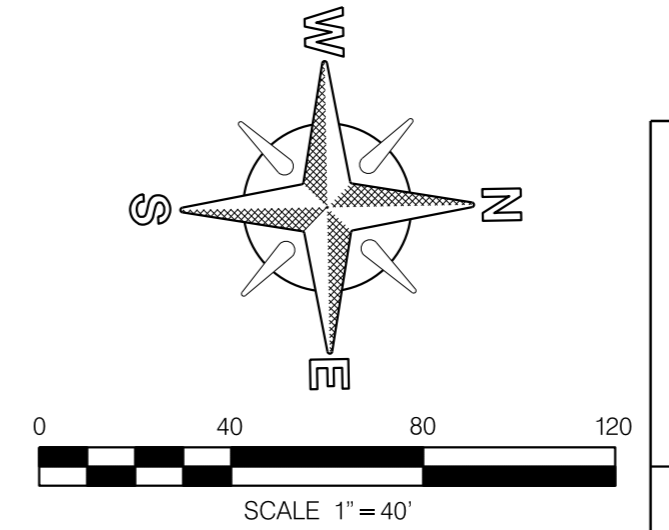
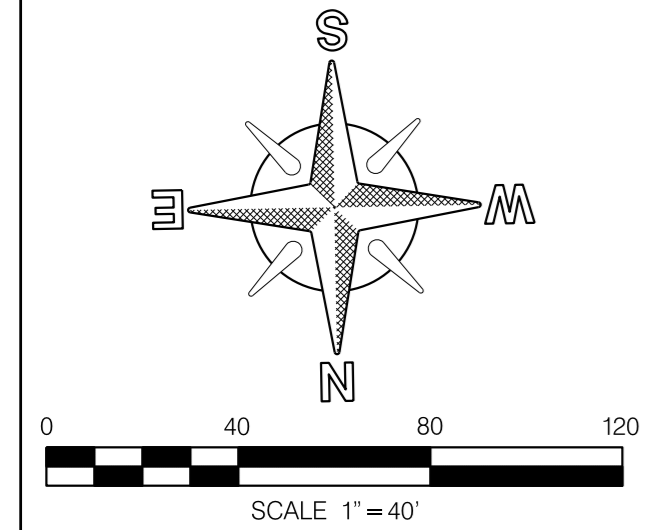
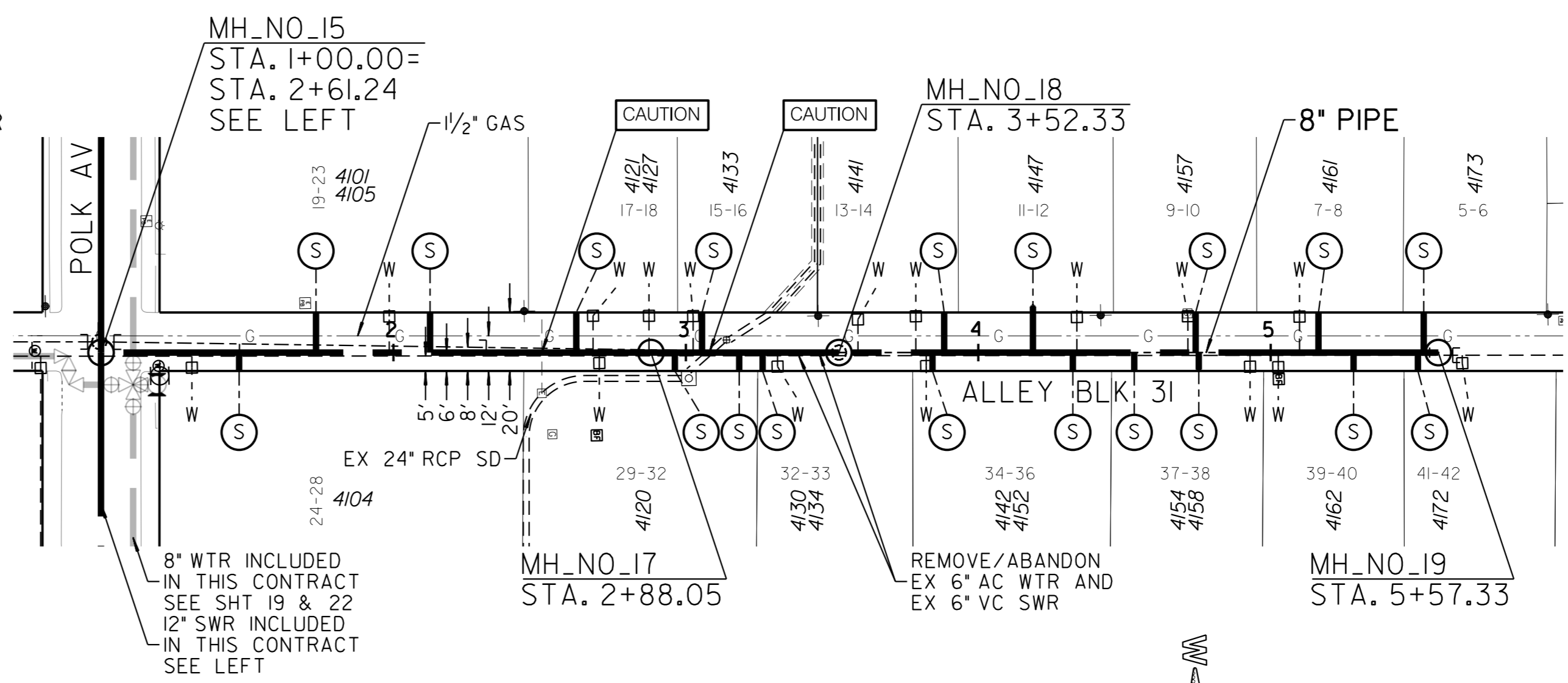
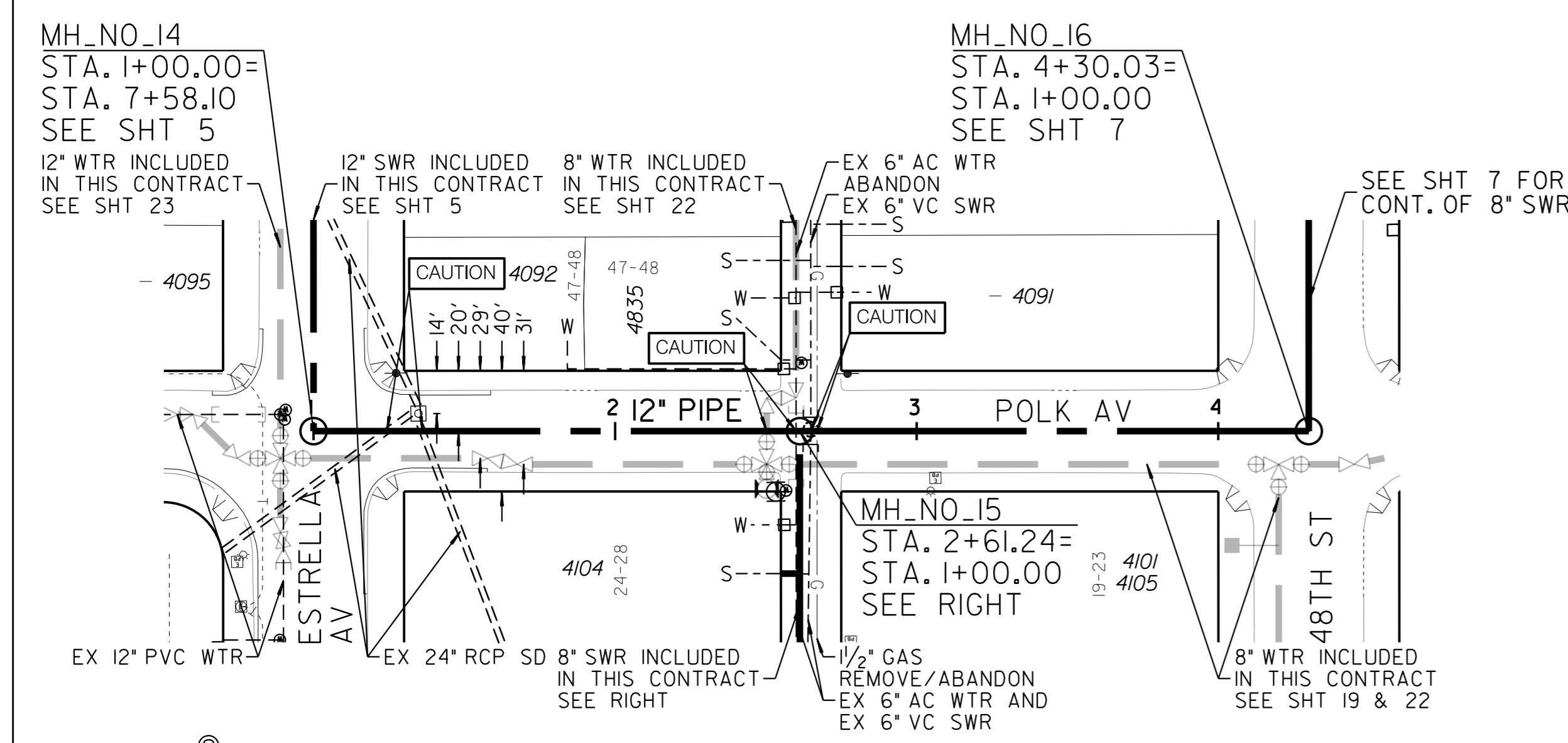
CONTRACTOR'S NOTE:
USE EXTREME CAUTION WHEN WORKING
DUE TO LOW OVERHEAD UTILITY LINES.

REFERENCE:

- WATER: 6268-W
- SEWER: 936-D, 11780-B
- STORM DRAIN: 816-2-D, 6783-L
- GAS: 16125-118885
- ELECTRIC: 16125-118885
- CABLE TV: NONE
- TELEPHONE: NONE
- 100' SCALE/FIELD BOOK: J19S

RETIREMENTS:

- 6" - VC - 323' - 1952
- 6" - AC - 472' - 1955
- MH - 4X3 - 2 - 1952
- 4" LATERAL - 19 - 1952
- SEE ABANDONMENT SHEET



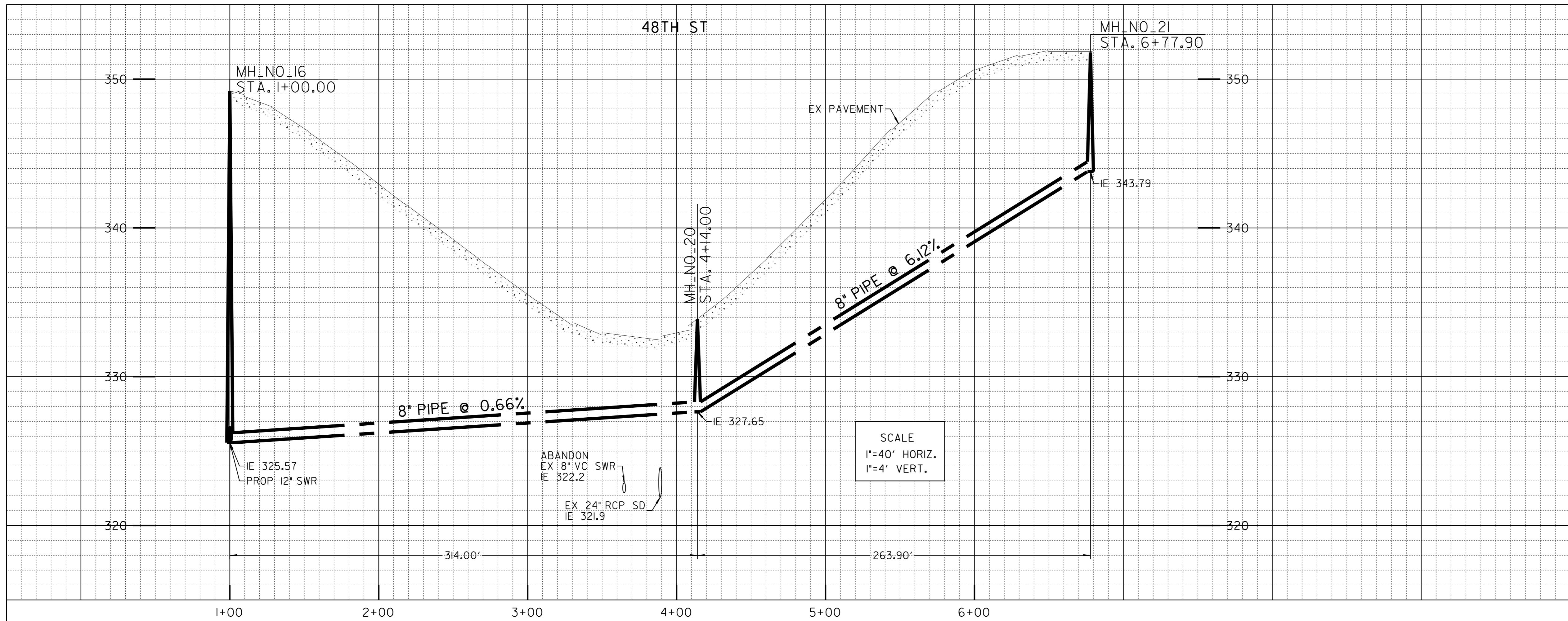
CONTRACTOR'S NOTE:
USE SDR 26 PIPE FROM STA. 1+00.00
TO STA. 1+67.56 ON POLK AV.

C-4

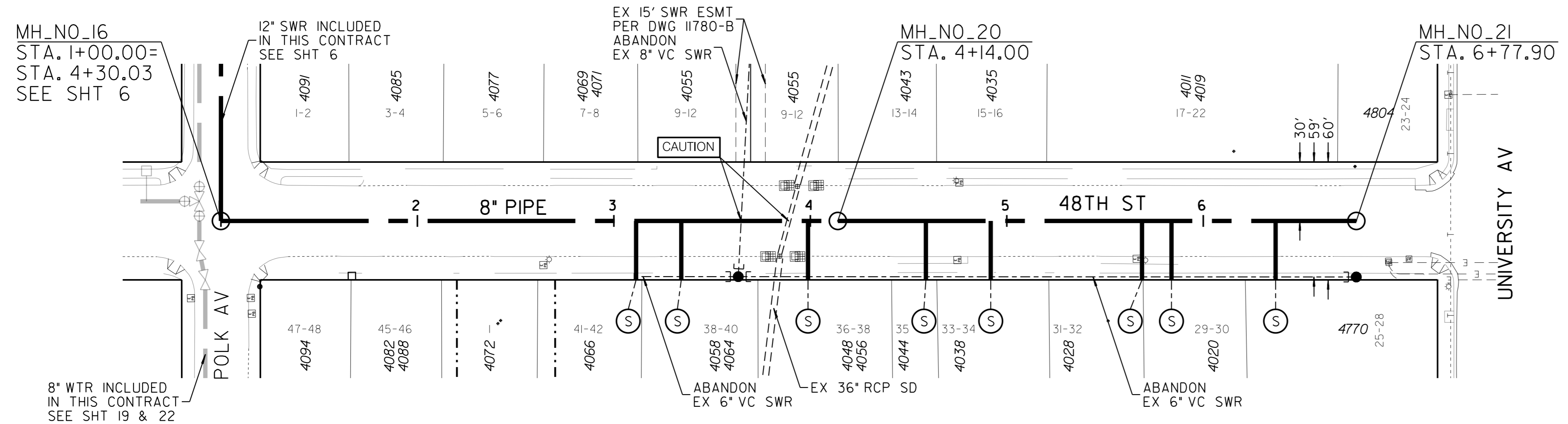
COLINA DEL SOL IMPROV 1 (WATER & SEWER) POLK AV ESTRELLA AV & 48TH ST ALLEY BLK 31 NO POLK AVE		WATER WBS B-20010 SEWER WBS B-20008
		PROJECT MANAGER DANIEL YELSITS
CITY OF SAN DIEGO, CALIFORNIA ENGINEERING & CAPITAL PROJECTS DEPARTMENT SHEET 6 OF XX SHEETS		PROJECT ENGINEER DANIEL YELSITS
APPROVED FOR CITY ENGINEER ELHAM LOTFI PRINT DATE: 09/22/24	DATE: 09/22/24 RICE#	PROJECT ENGINEER 210-1741 CCS27 COORDINATE 1850-6303 CCS83 COORDINATE
DESCRIPTION ORIGINAL	BY DY/AO	APPROVED DATE FILED
CONTRACTOR INSPECTOR		NTP DATE NOC DATE

60% DESIGN

POLK AV / ALLEY BLK 31



FAIRMOUNT ADD
MAP 1035
(22)



CONTRACTOR'S NOTE:
USE EXTREME CAUTION WHEN WORKING
DUE TO LOW OVERHEAD UTILITY LINES.

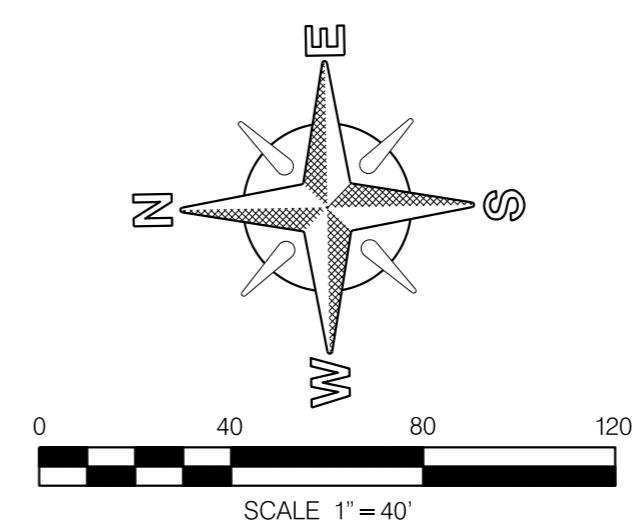
REFERENCE:
WATER: NONE
SEWER: 936-D, 11780-B
STORM DRAIN: 2901-L, 6783-L
GAS: NONE
ELECTRIC: NONE
CABLE TV: NONE
TELEPHONE: NONE
100' SCALE/FIELD BOOK: J195

RETIREMENTS:
4\"/>

C-5

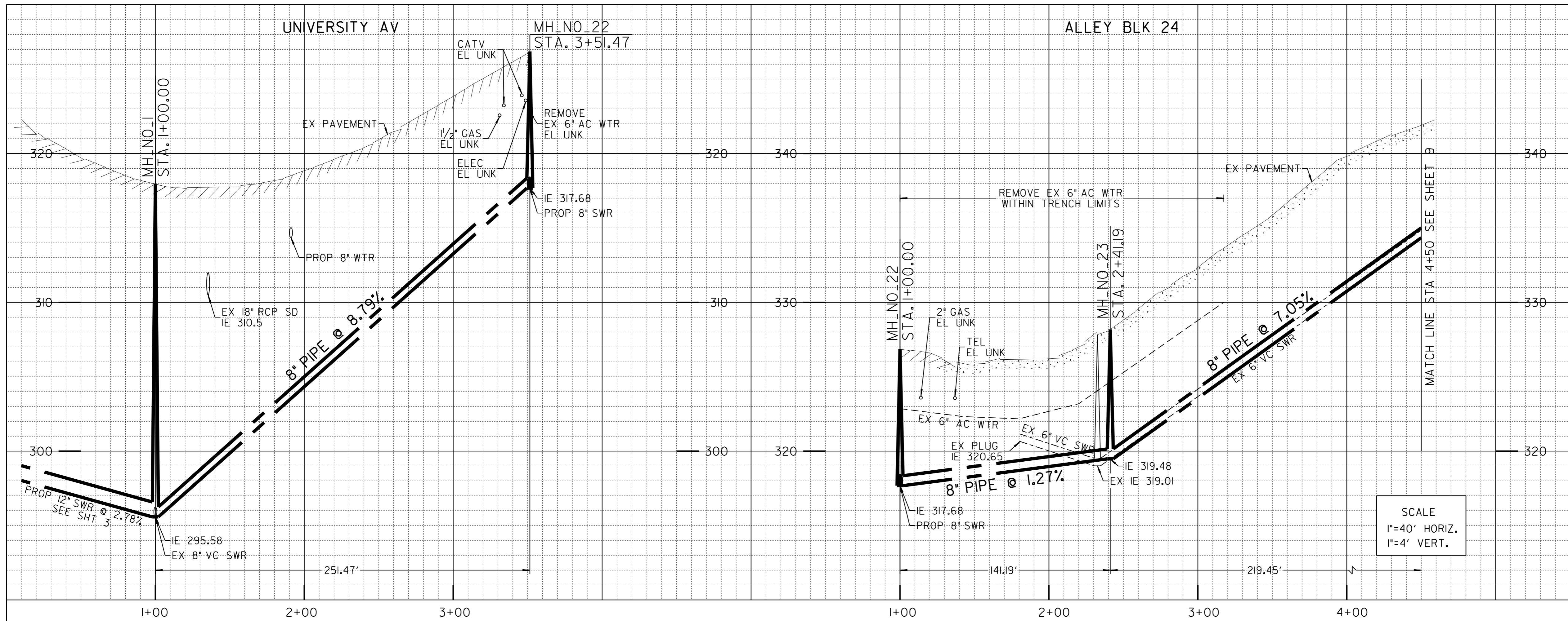
COLINA DEL SOL IMPROV 1
(WATER & SEWER)
48TH ST
POLK AV TO UNIVERSITY AV

CITY OF SAN DIEGO, CALIFORNIA ENGINEERING & CAPITAL PROJECTS DEPARTMENT SHEET 7 OF XX SHEETS		WATER WBS B-20010 SEWER WBS B-20008
APPROVED: FOR CITY ENGINEER ELHAM LOTFI PRINT DATE: 09/22/24 RCE#	DATE: 09/22/24 RCE#	DESIGNED BY: DANIEL YELSITS PROJECT MANAGER CHECKED BY: DANIEL YELSITS PROJECT ENGINEER
DESCRIPTION: ORIGINAL	BY: []	APPROVED: []
	DATE: []	FILED: []
		213-1741 CCS27 COORDINATE
		1853-6302 CCS83 COORDINATE
CONTRACTOR: []		NTP DATE: [] NOC DATE: []
INSPECTOR: []		0100182-07-D



60% DESIGN

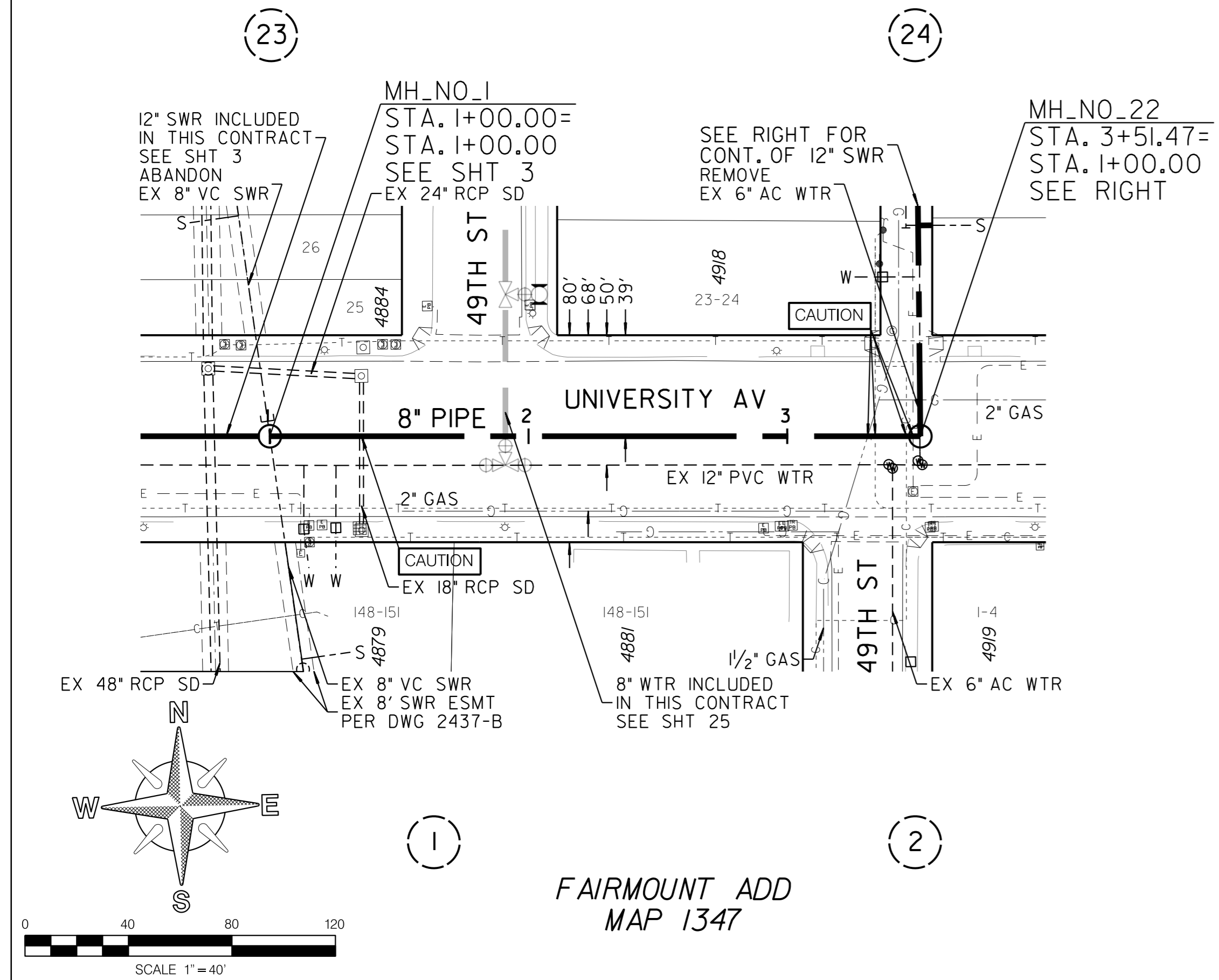
48TH ST



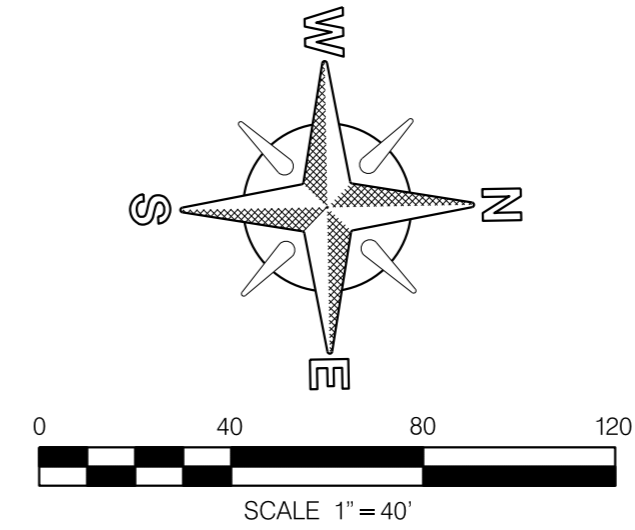
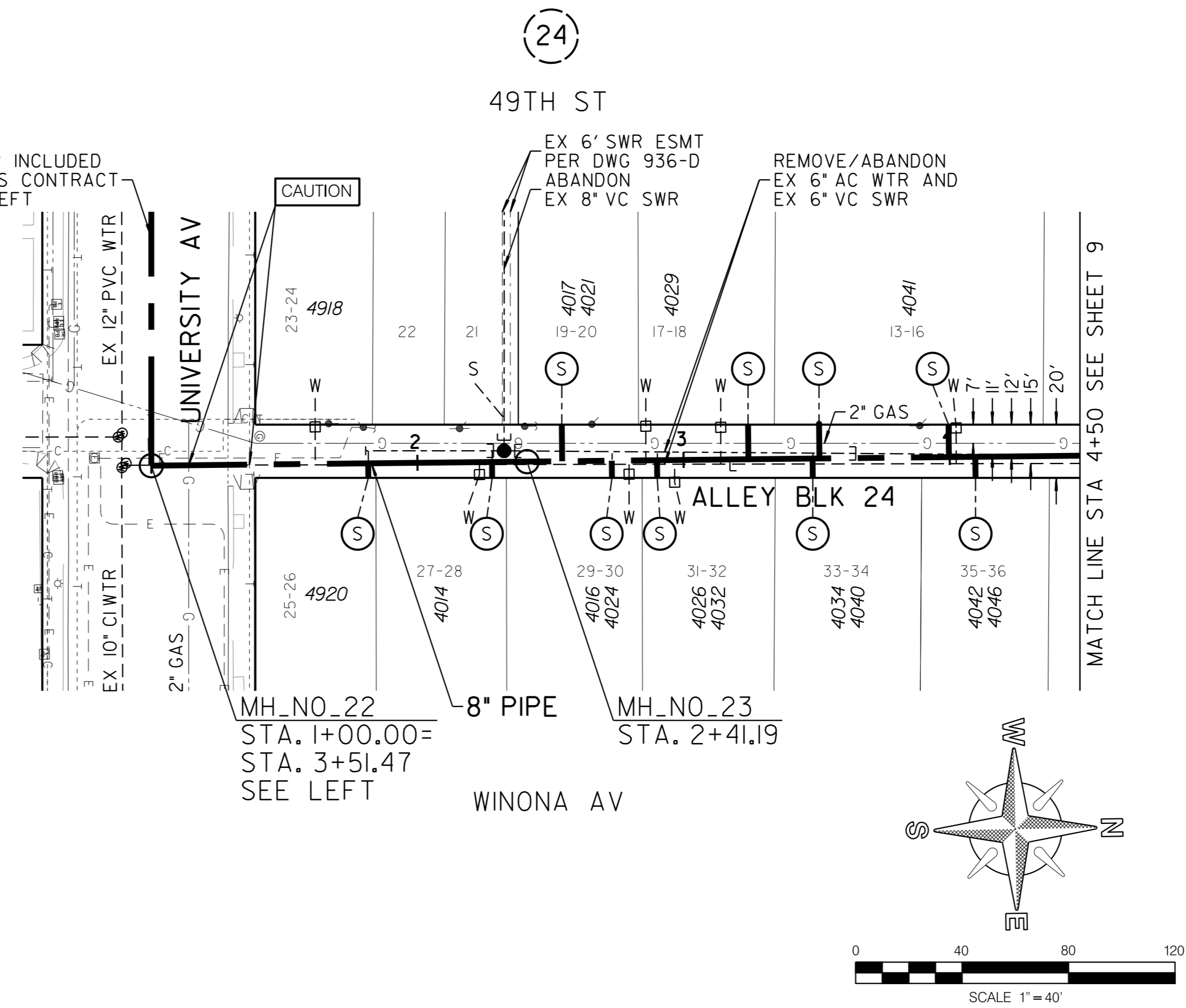
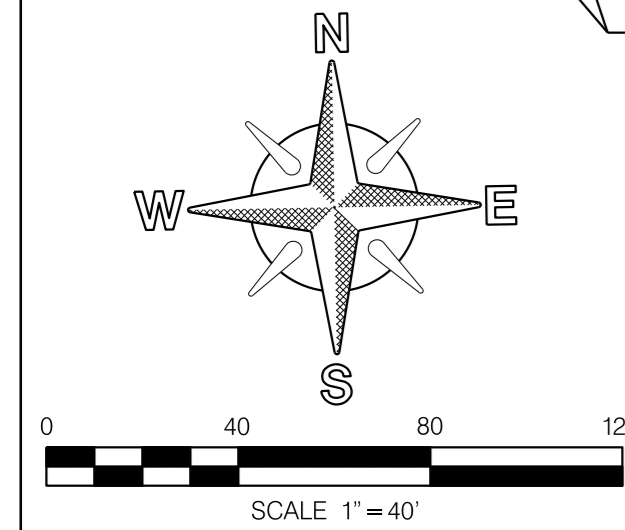
FAIRMOUNT ADD
MAP 1035

FAIRMOUNT ADD
MAP 1035

SCALE
1"=40' HORIZ.
1"=4' VERT.



FAIRMOUNT ADD
MAP 1347



CONTRACTOR'S NOTE:
USE EXTREME CAUTION WHEN WORKING
DUE TO LOW OVERHEAD UTILITY LINES.

REFERENCE:
WATER: 34515-23-D
SEWER: 936-D,
STORM DRAIN: 6453-B
GAS: 16125-118895
ELECTRIC: 16125-118880
CABLE TV: NONE
TELEPHONE: AT&T
100' SCALE/FIELD BOOK: J19S

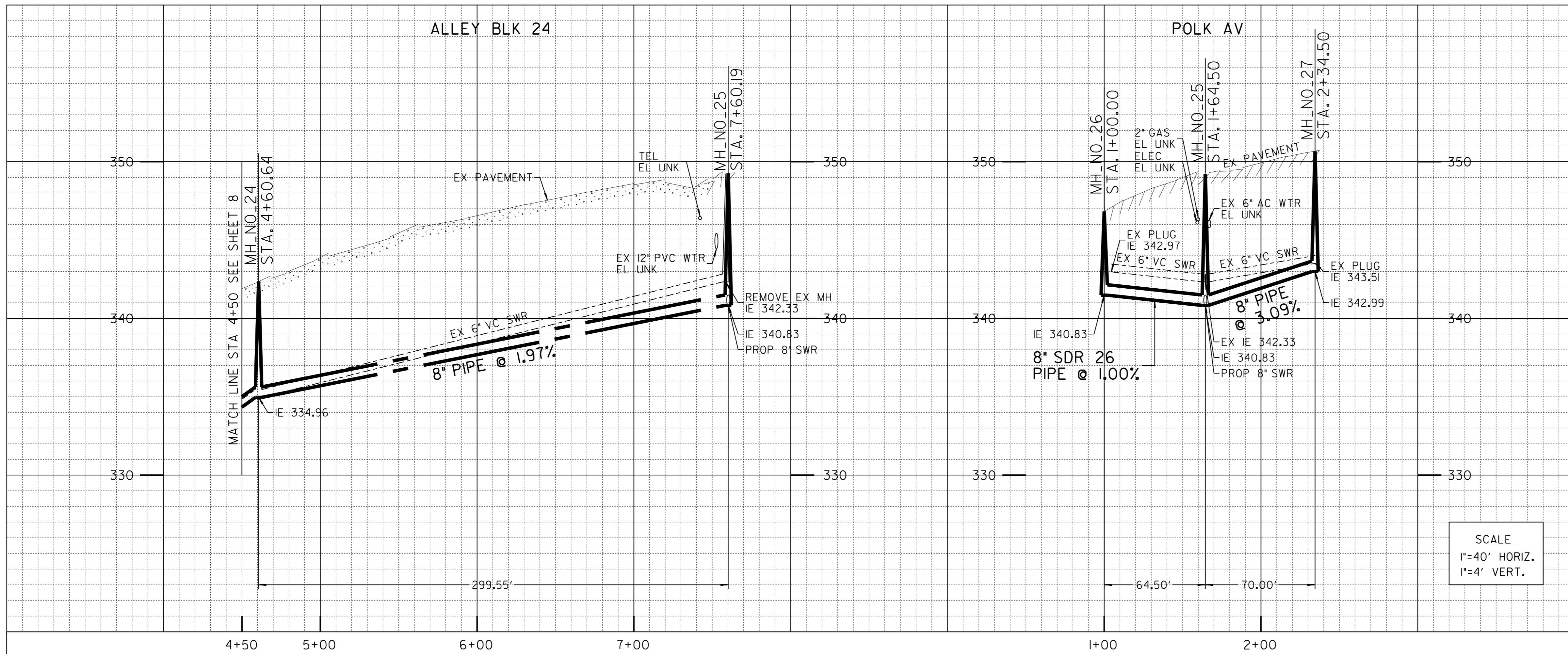
RETIREMENTS:
6" - VC - 84' - 1952
6" - AC - 222' - 1953
4" LATERAL - 10' - 1952
SEE ABANDONMENT SHEET

C-6

COLINA DEL SOL IMPROV 1 (WATER & SEWER) UNIVERSITY AVE W/O 49TH ST TO ALLEY BLK 24 ALLEY BLK 24 UNIVERSITY AV TO STA 4+50			
CITY OF SAN DIEGO, CALIFORNIA ENGINEERING & CAPITAL PROJECTS DEPARTMENT SHEET 8 OF XX SHEETS		WATER WBS B-20010 SEWER WBS B-20008	
FOR CITY ENGINEER ELHAM LOTFI PRINT DATE NAME	DATE 09/22/24 RCE#	PREPARED BY DANIEL YELSITS PROJECT MANAGER CHECKED BY DANIEL YELSITS PROJECT ENGINEER	
DESCRIPTION ORIGINAL	BY DY/AO	APPROVED DATE FILED	
		210-1737 CCS27 COORDINATE 1850-6298 CCS83 COORDINATE	
CONTRACTOR INSPECTOR		NTP DATE NOC DATE 0100182-08-D	

60% DESIGN

UNIVERSITY AV / ALLEY BLK 24



4+50 5+00 6+00 7+00 1+00 2+00

FAIRMOUNT ADD MAP 1035 (24)

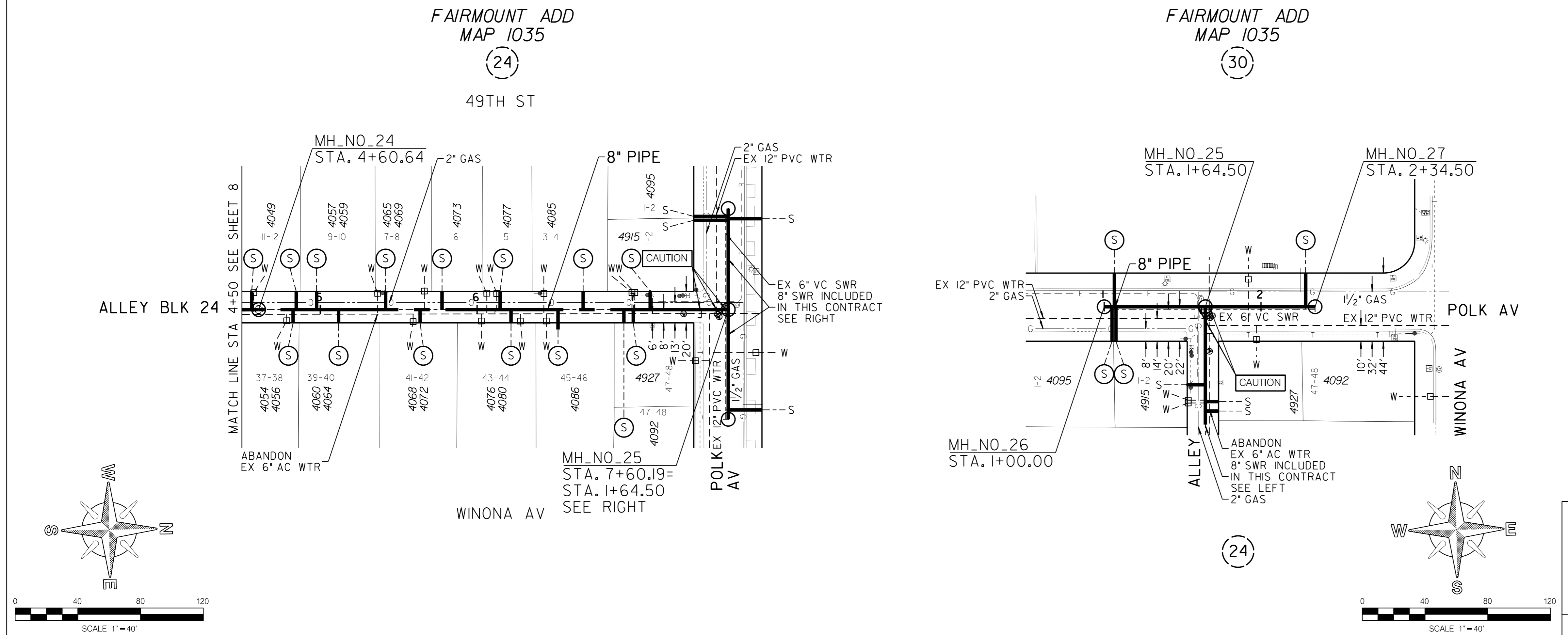
FAIRMOUNT ADD MAP 1035 (30)

CONTRACTOR'S NOTE:
CONTRACTOR SHALL COORDINATE WORK HOURS WITH THE SCHOOL PRIOR TO CONSTRUCTION.

CONTRACTOR'S NOTE:
USE EXTREME CAUTION WHEN WORKING DUE TO LOW OVERHEAD UTILITY LINES.

REFERENCE:
WATER: 32530-12-D, 34515-23-D
SEWER: 936-D,
STORM DRAIN: NONE
GAS: 16125-118895
ELECTRIC: 16125-118880
CABLE TV: NONE
TELEPHONE: AT&T
100' SCALE/FIELD BOOK: J19S

RETIREMENTS:
6" - VC - 439' - 1952
MH - 4X3 - 2 - 1952
4" LATERAL - 19 - 1952

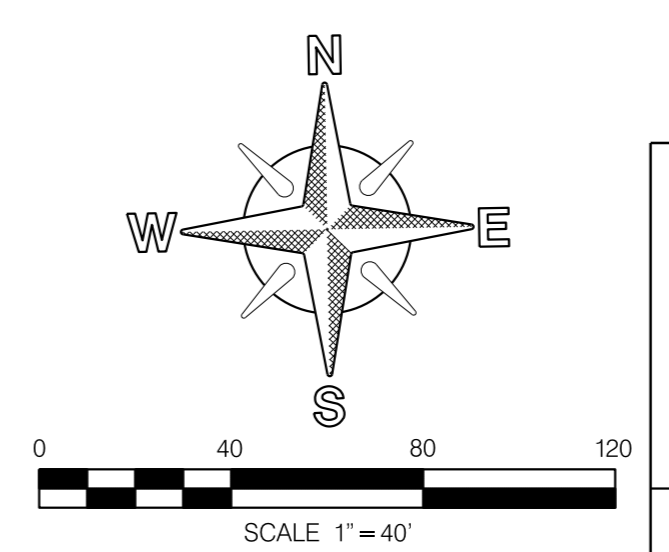
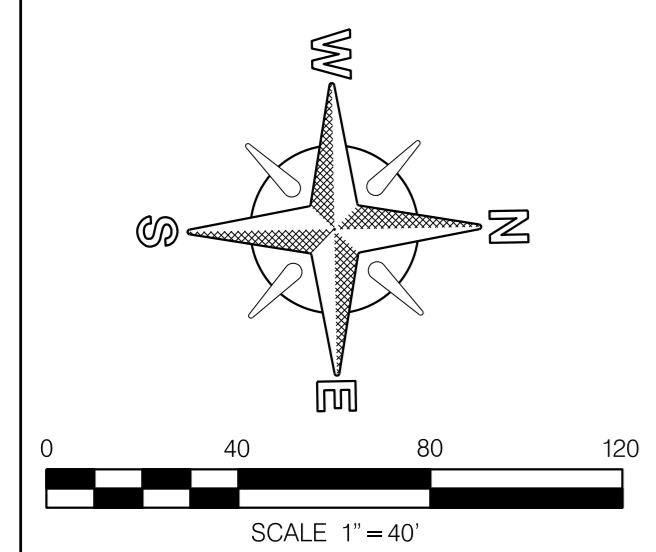


C-7

COLINA DEL SOL IMPROV 1
(WATER & SEWER)
ALLEY BLK 24
STA 4+50 TO END
POLK AV
POLK AV & ALLEY BLK 24

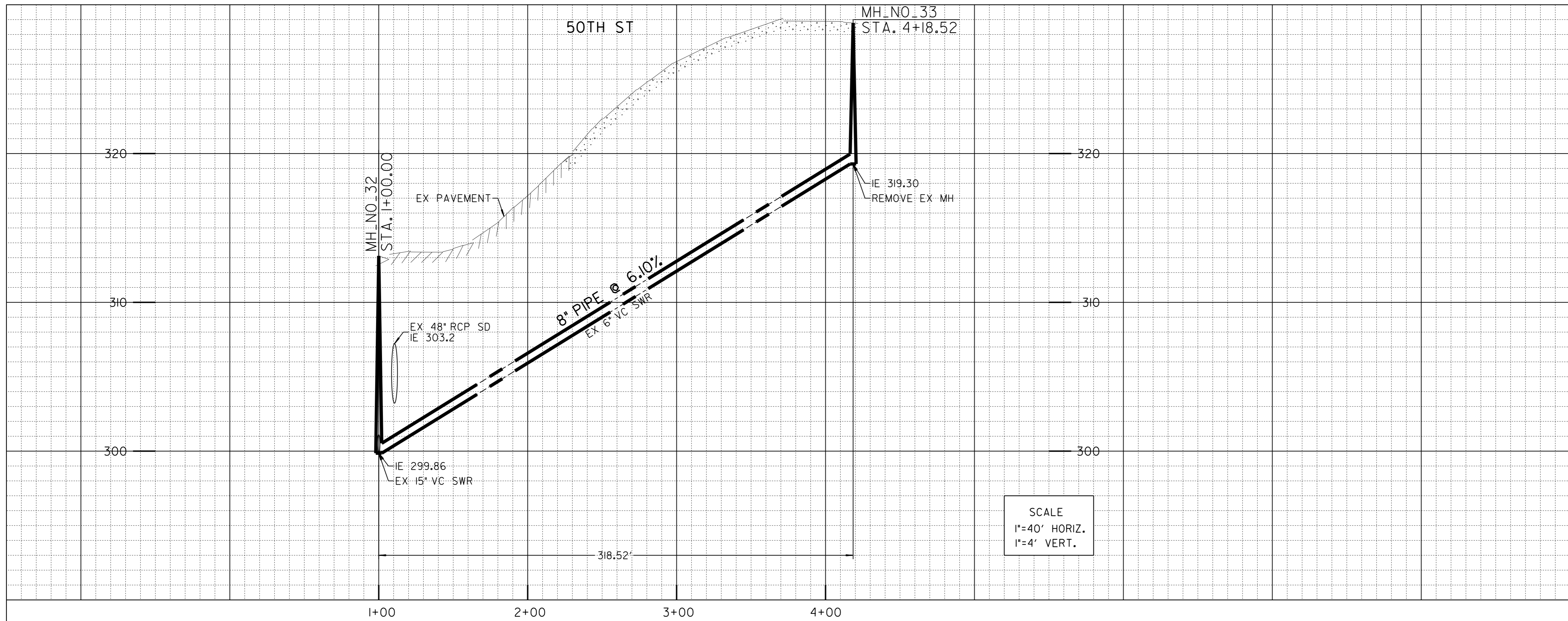
CITY OF SAN DIEGO, CALIFORNIA
ENGINEERING & CAPITAL PROJECTS DEPARTMENT
SHEET 9 OF XX SHEETS

APPROVED FOR CITY ENGINEER ELHAM LOTFI PRINT DATE: 09/22/24	DATE: 09/22/24 RCE#	PROJECT MANAGER DANIEL YELSITS
DESCRIPTION: ORIGINAL	BY: DY	PROJECT ENGINEER DANIEL YELSITS
APPROVED: []	DATE: []	CCS27 COORDINATE: 210-1737
FILED: []	DATE: []	CCS83 COORDINATE: 1850-6298
CONTRACTOR: []		0100182-09-D



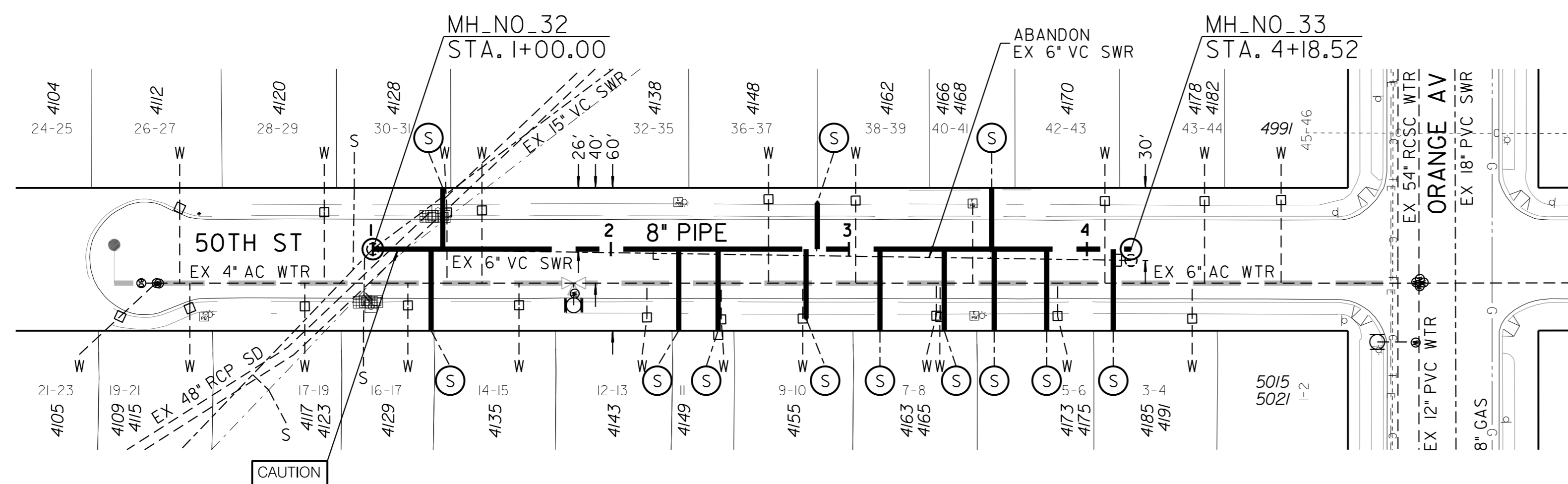
60% DESIGN

ALLEY BLK 24 / POLK AV



FAIRMOUNT ADD
MAP 1035

(28)



(27)

8" WTR INCLUDED
IN THIS CONTRACT.
SEE SHT 29.

REFERENCE:

WATER: 7378-D, 34515-20-D
SEWER: 936-D, 29751-13-D
STORM DRAIN: 7129-D
GAS: 16132-118890
ELECTRIC: 16132-11889
CABLE TV: COX
TELEPHONE: AT&T
100' SCALE/FIELD BOOK: J18S

RETIREMENTS:

6" - VC - 118' - 1947
MH - 4X3 - 2 - 1947
4" LATERAL - 12 - 1947
SEE ABANDONMENT SHEET

C-9

COLINA DEL SOL IMPROV 1
(WATER & SEWER)

50TH STREET
SO ORANGE AV

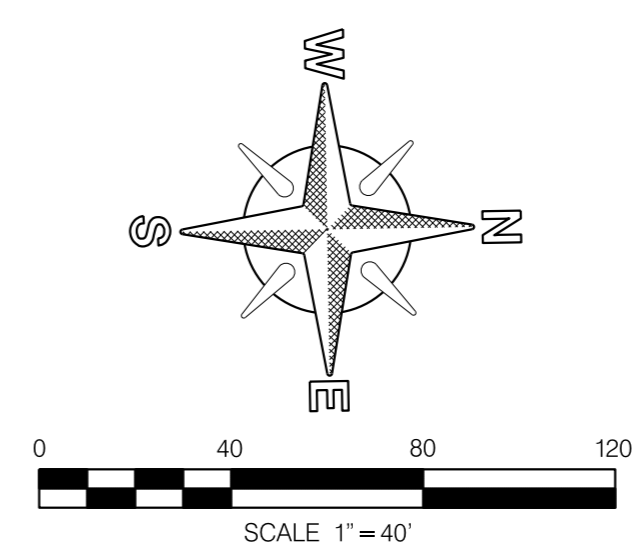
CITY OF SAN DIEGO, CALIFORNIA
ENGINEERING & CAPITAL PROJECTS DEPARTMENT
SHEET 11 OF XX SHEETS

WATER WBS B-20010
SEWER WBS B-20008

APPROVED: FOR CITY ENGINEER ELHAM LOTFI
DATE: 09/22/11
PROJECT MANAGER: DANIEL YELSITS

DESCRIPTION: ORIGINAL
BY: DY
APPROVED: [Signature]
DATE: [Date]
FILMED: [Date]

PROJECT ENGINEER: DANIEL YELSITS
PROJECT ENGINEER: DANIEL YELSITS
213-1742
1854-6304
CCS27 COORDINATE
CCS83 COORDINATE

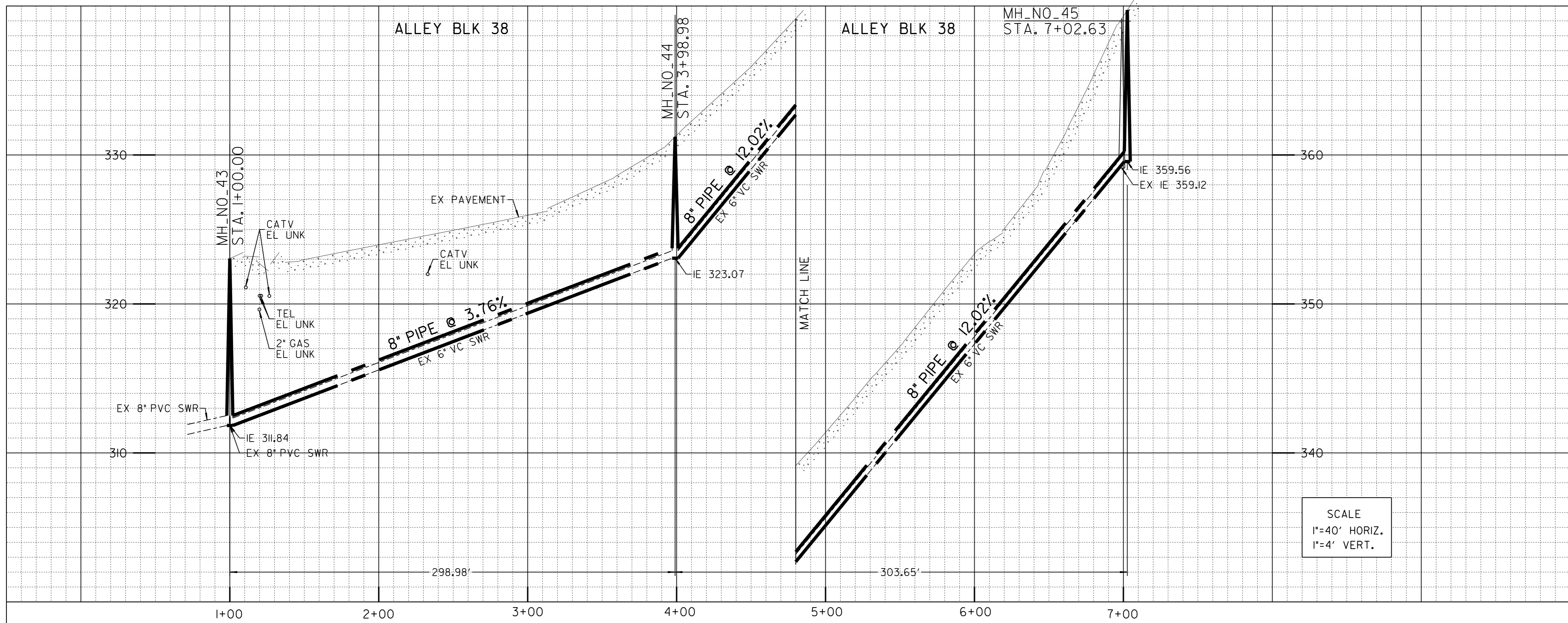


CONTRACTOR: _____ NTP DATE: _____
INSPECTOR: _____ NOC DATE: _____

0100182-11-D

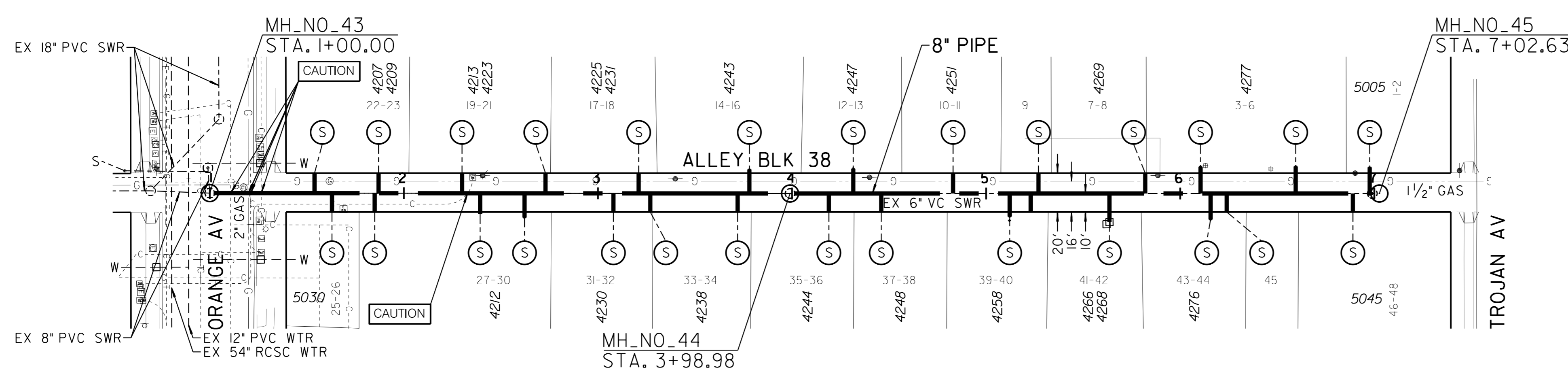
60% DESIGN

50TH ST



SCALE
1"=40' HORIZ.
1"=4' VERT.

FAIRMOUNT ADD
MAP 1035
(38)
50TH ST



CONTRACTOR'S NOTE:
USE EXTREME CAUTION WHEN WORKING
DUE TO LOW OVERHEAD UTILITY LINES.

REFERENCE:
WATER: 34515-20-D, 32530-10-D
SEWER: 940-D
STORM DRAIN: NONE
GAS: I6132-I18890
ELECTRIC: I6132-I18890
CABLE TV: COX
TELEPHONE: AT&T
100' SCALE/FIELD BOOK: K185

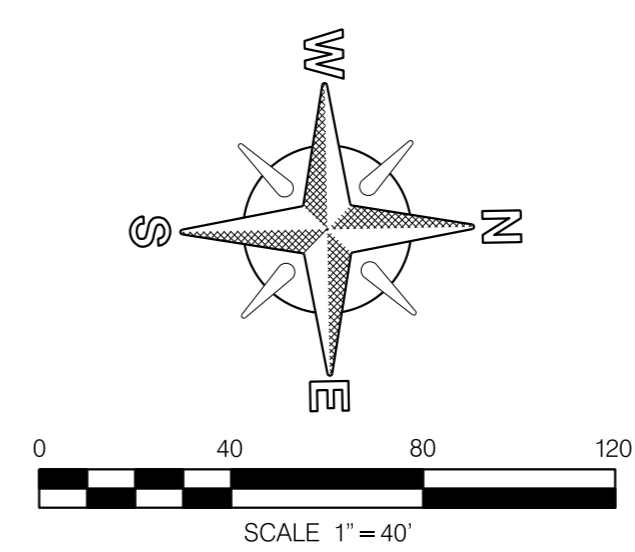
RETIREMENTS:
6" - VC - 599' - 1952
MH - 4X3 - 3 - 1952
4" LATERAL - 26 - 1952

C-12

COLINA DEL SOL IMPROV 1
(WATER & SEWER)
ALLEY BLK 38
NO ORANGE AV

CITY OF SAN DIEGO, CALIFORNIA
ENGINEERING & CAPITAL PROJECTS DEPARTMENT
SHEET 14 OF XX SHEETS

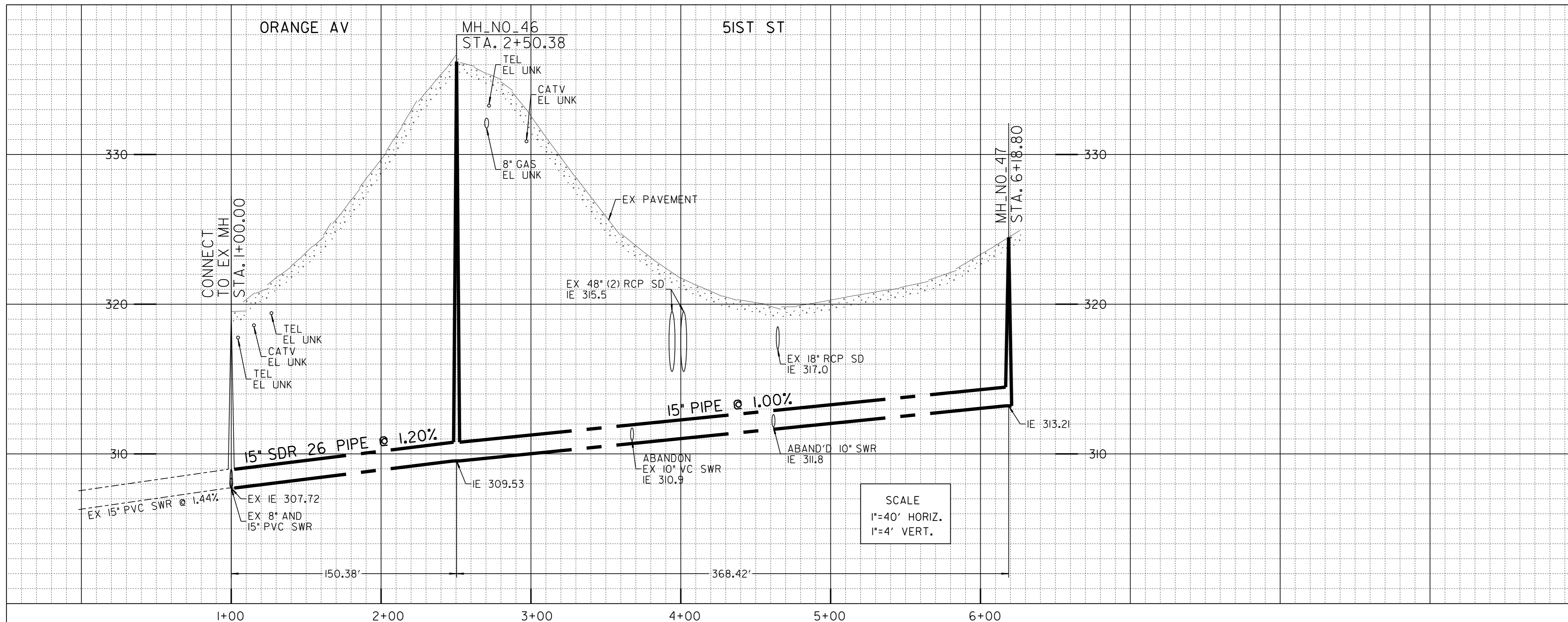
APPROVED: FOR CITY ENGINEER ELHAM LOTFI PRINT DATE NAME	DATE C91224 RCE#	WATER WBS B-20010 SEWER WBS B-20008	DESIGNED BY DANIEL YELSITS PROJECT ENGINEER
DESCRIPTION	BY	APPROVED	DATE
ORIGINAL	DY		



CONTRACTOR _____ NTP DATE _____
INSPECTOR _____ NOC DATE _____

1855-6304
CCS83 COORDINATE
0100182-14-D

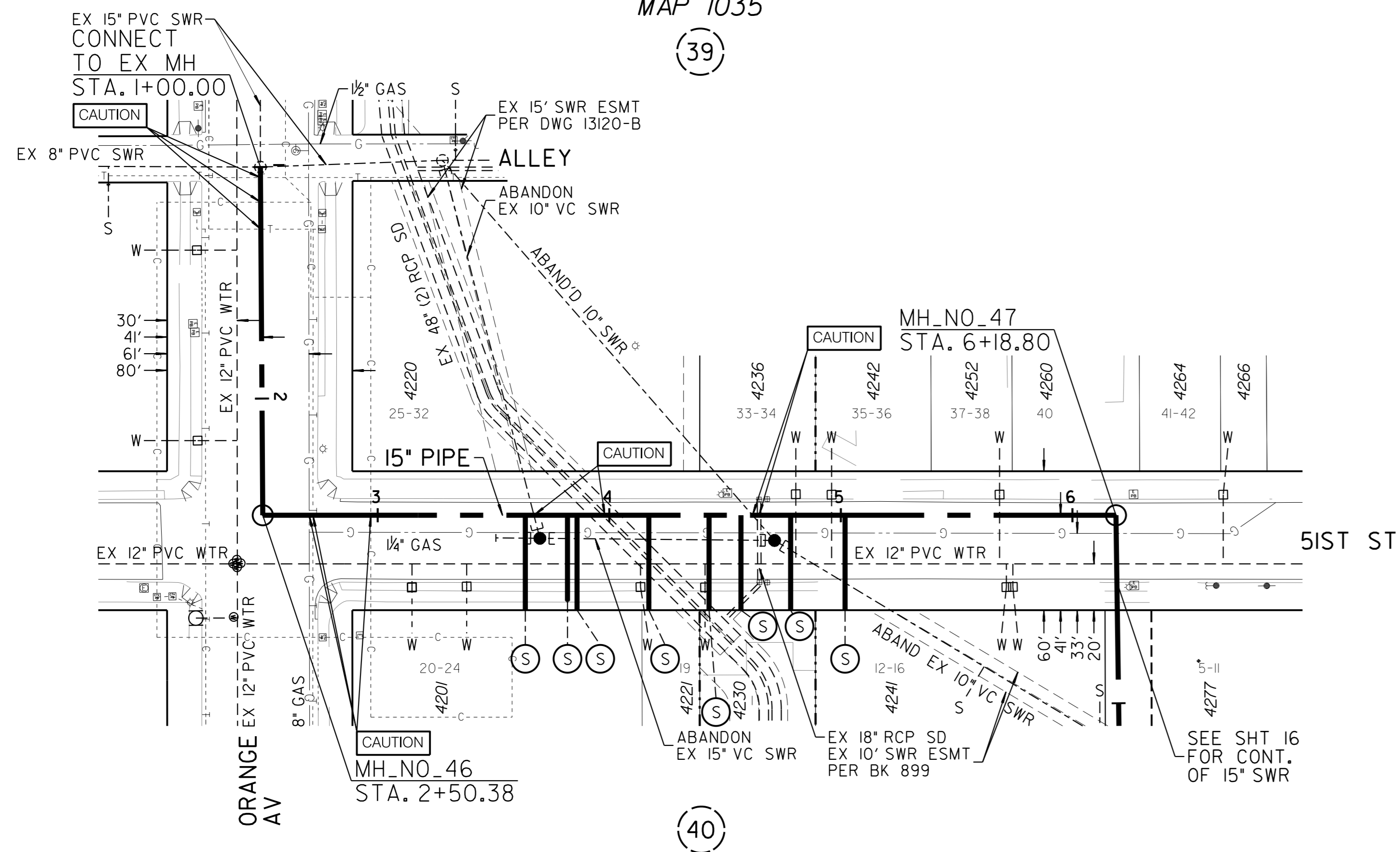
ALLEY BLK 38



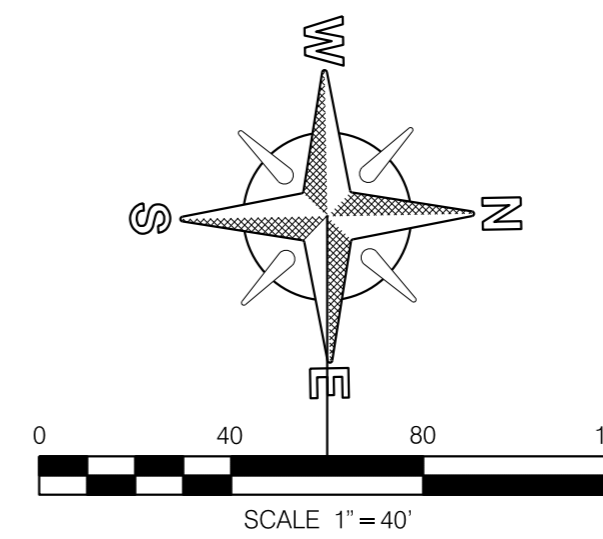
SCALE
1"=40' HORIZ.
1"=4' VERT.

FAIRMOUNT ADD
MAP 1035

(39)



CAUTION
8" HP GAS! CONTRACTOR TO VERIFY EXACT LOCATION AND MUST NOTIFY SDG&E THREE (3) WEEKS IN ADVANCE PRIOR TO EXCAVATION SDG&E STANDBY REQUIRED



REFERENCE:

WATER: 34514-4-D, 34515-2I-D
SEWER: 15676-I-D, 34515-7-D
STORM DRAIN: 14072-2-D, 6673-B, 5322-B, 11519-L
GAS: 16140-118890, 16140-118895
ELECTRIC: NONE
CABLE TV: COX
TELEPHONE: AT&T
100' SCALE/FIELD BOOK: K18S

RETIREMENTS:

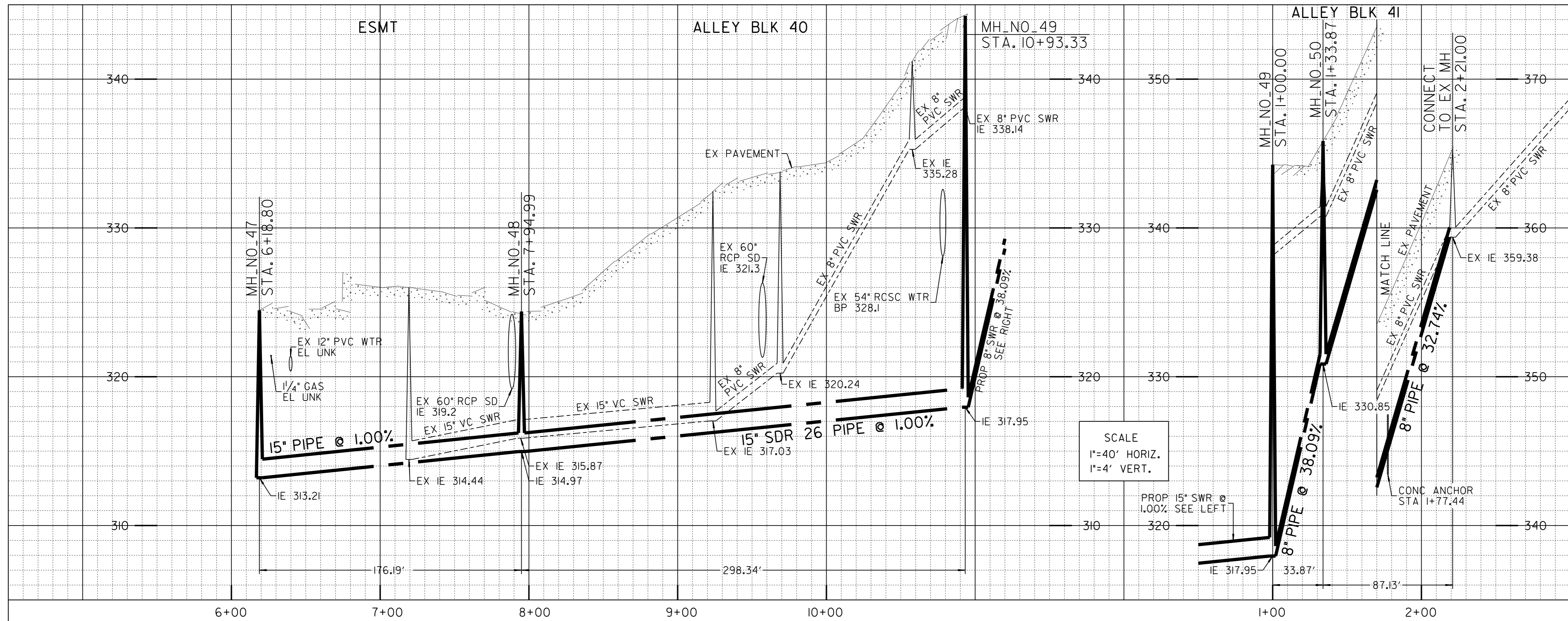
4" LATERAL - 8 - 1973
SEE ABANDONMENT SHEET

C-13

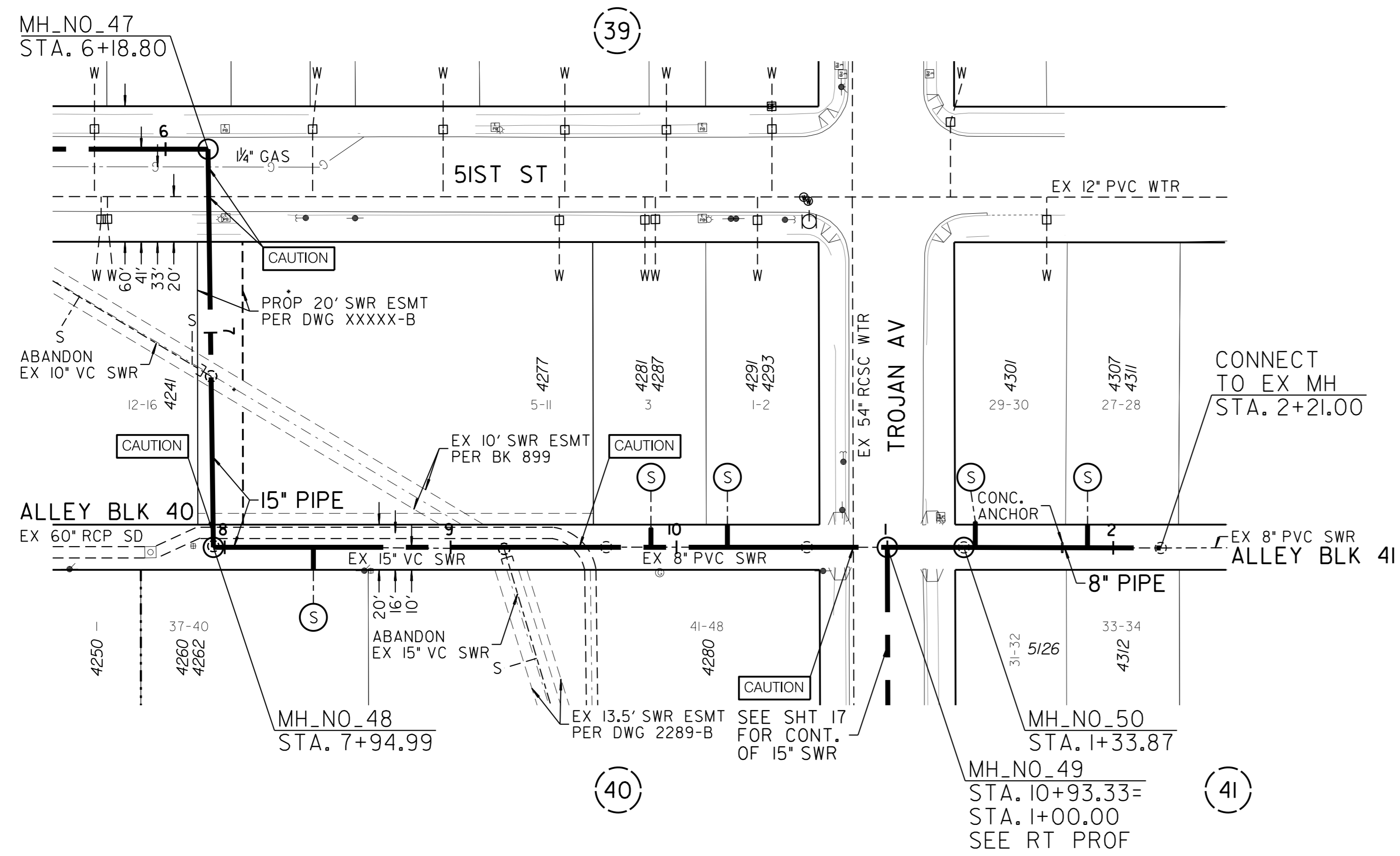
COLINA DEL SOL IMPROV 1 (WATER & SEWER) ORANGE AV /51ST ST WO 51ST ST TO NO ORANGE AV				
CITY OF SAN DIEGO, CALIFORNIA ENGINEERING & CAPITAL PROJECTS DEPARTMENT SHEET 15 OF XX SHEETS			WATER WBS B-20010 SEWER WBS B-20008	
FOR CITY ENGINEER ELHAM LOTFI PRINT DATE NAME		DATE C9/22/24 DATE	PREPARED BY DANIEL YELSITS PROJECT MANAGER	
ORDERED BY DANIEL YELSITS PROJECT ENGINEER		PROJECT NUMBER 214-1743		
DESCRIPTION ORIGINAL	BY DY	APPROVED	DATE	FILED CCS27 COORDINATE 1855-6304 CCS83 COORDINATE
CONTRACTOR INSPECTOR		NTP DATE NOC DATE		0100182-15-D

60% DESIGN

51ST ST



FAIRMOUNT ADD
MAP 1035



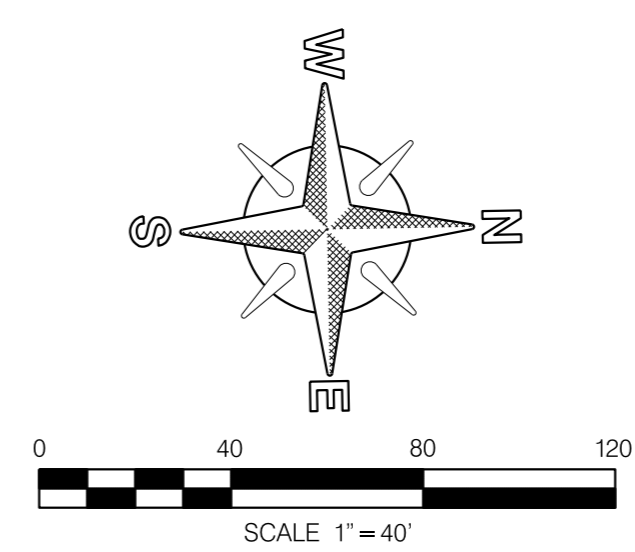
REFERENCE:
 WATER: 3818-14-W, 34514-23-D
 SEWER: 16367-D, 34514-3-D
 STORM DRAIN: 6479-B
 GAS: 16140-118890, 16140-118895
 ELECTRIC: NONE
 CABLE TV: COX
 TELEPHONE: AT&T
 100' SCALE/FIELD BOOK: K185

RETIREMENTS:
 15" - VC - 204' - 1978
 8" - PVC - 29' - 2013
 MH - 4X3 - 2 - 1978
 MH - 4X3 - 4 - 2013
 4" LATERAL - 1 - 1978
 4" LATERAL - 3 - 2013

C-14

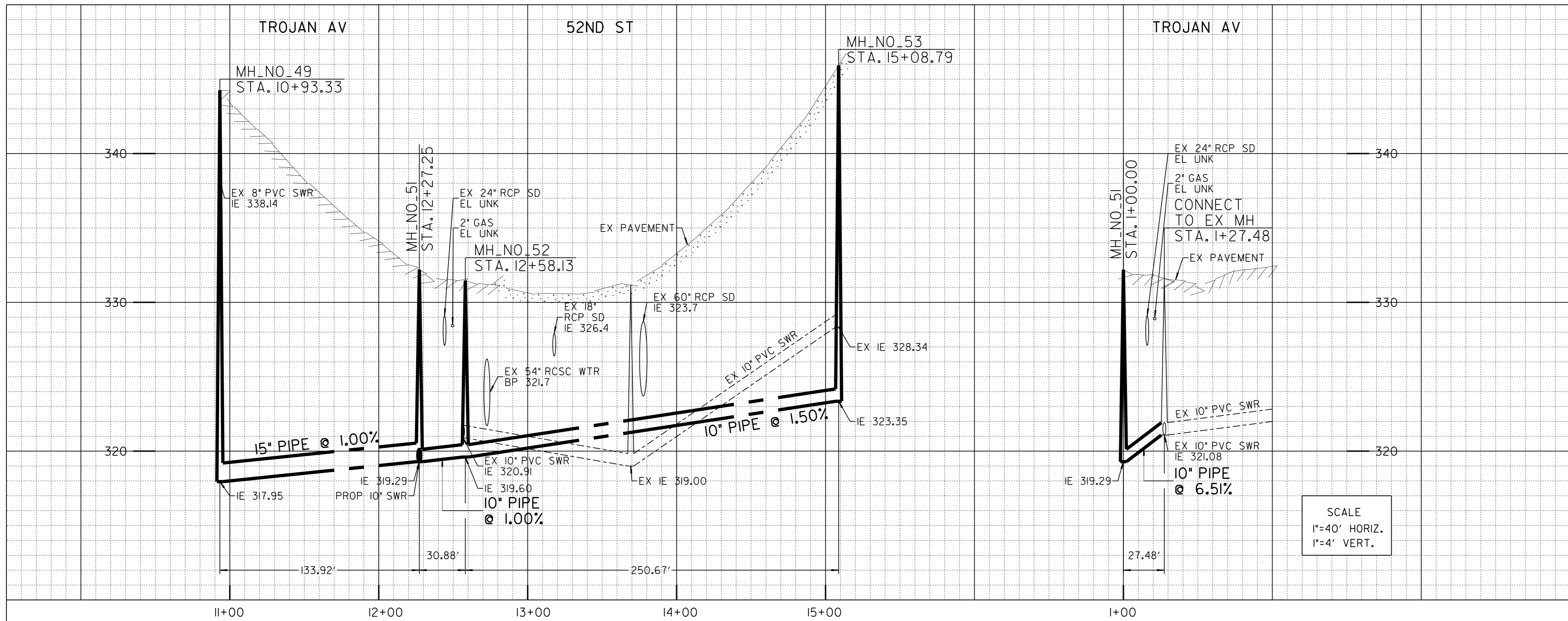
COLINA DEL SOL IMPROV 1
 (WATER & SEWER)
 51ST ST / ESMT / ALLEY BLK 40
 51ST ST TO TROJAN AV
 ALLEY BLK 41
 NO TROJAN AV

CITY OF SAN DIEGO, CALIFORNIA ENGINEERING & CAPITAL PROJECTS DEPARTMENT SHEET 16 OF XX SHEETS		WATER WBS B-20010 SEWER WBS B-20008
APPROVED FOR CITY ENGINEER ELHAM LOTFI PRINT DATE NAME	DATE 09/22/24 RCE#	DESIGNED BY DANIEL YELSITS PROJECT ENGINEER
DESCRIPTION ORIGINAL	BY DY	APPROVED DATE FILMED
214-1743 CCS27 COORDINATE		1855-6304 CCS83 COORDINATE
CONTRACTOR INSPECTOR		NTP DATE NOC DATE 0100182-16-D



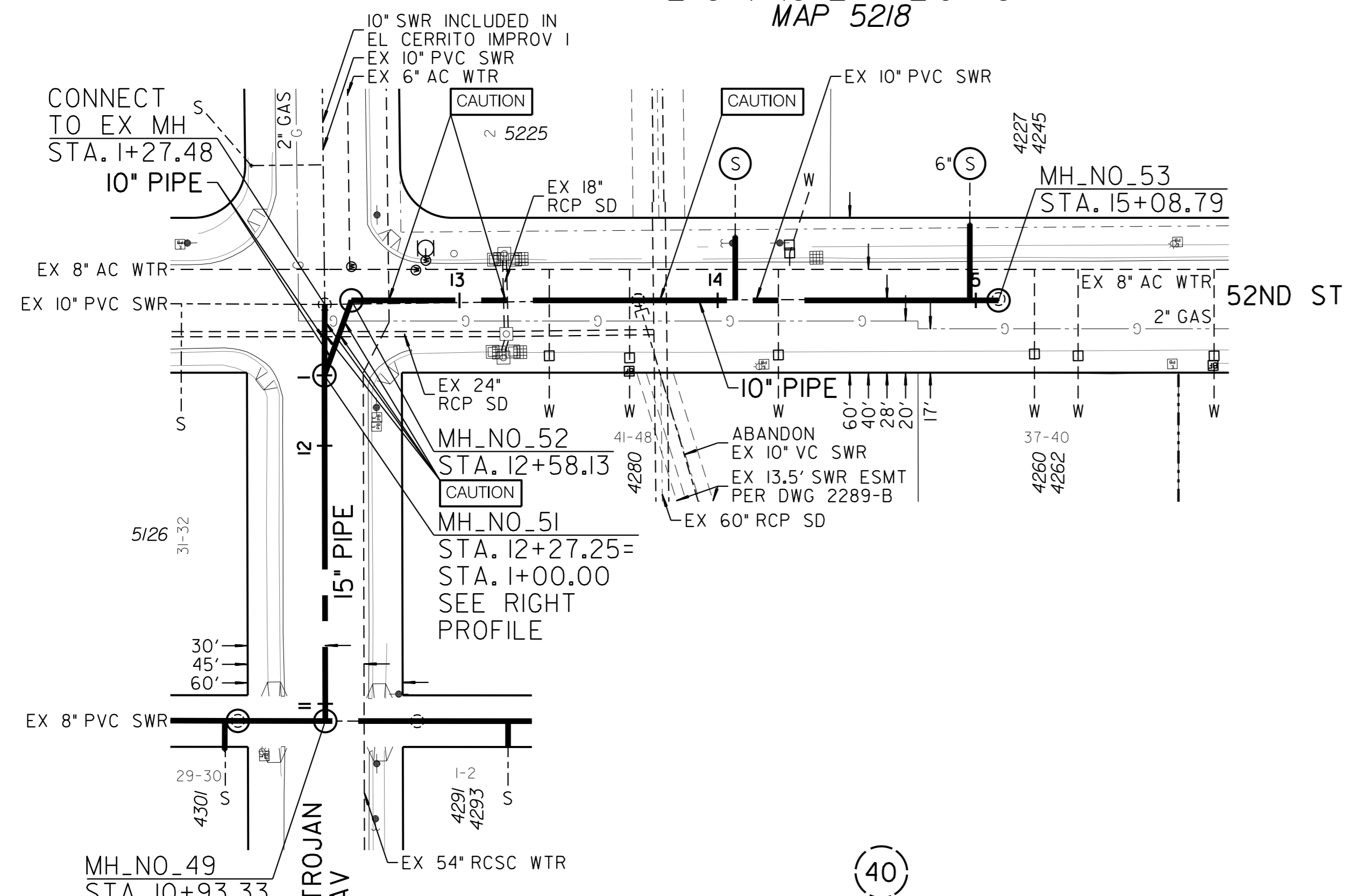
60% DESIGN

51ST ST / ESMT / ALLEY BLK 40 / ALLEY BLK 41



SCALE
1"=40' HORIZ.
1"=4' VERT.

EASTMINSTER HEIGHTS
MAP 5218



(40)
FAIRMOUNT ADD
MAP 1035

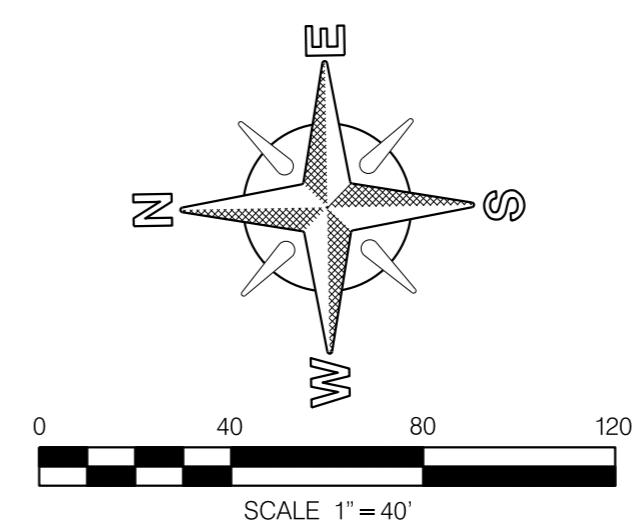
REFERENCE:
WATER: 34514-4-D, 34515-2I-D
SEWER: 15676-1-D, 34515-7-D
STORM DRAIN: 14072-2-D, 6673-B, 5322-B
GAS: 16140-118890, 16140-118895
ELECTRIC: NONE
CABLE TV: COX
TELEPHONE: AT&T
100' SCALE/FIELD BOOK: K18S

RETIREMENTS:
10" - PVC - 261' - 2010
MH - 4X3 - 2 - 2010
4" LATERAL - 1 - 2010
6" LATERAL - 1 - 2010

C-15

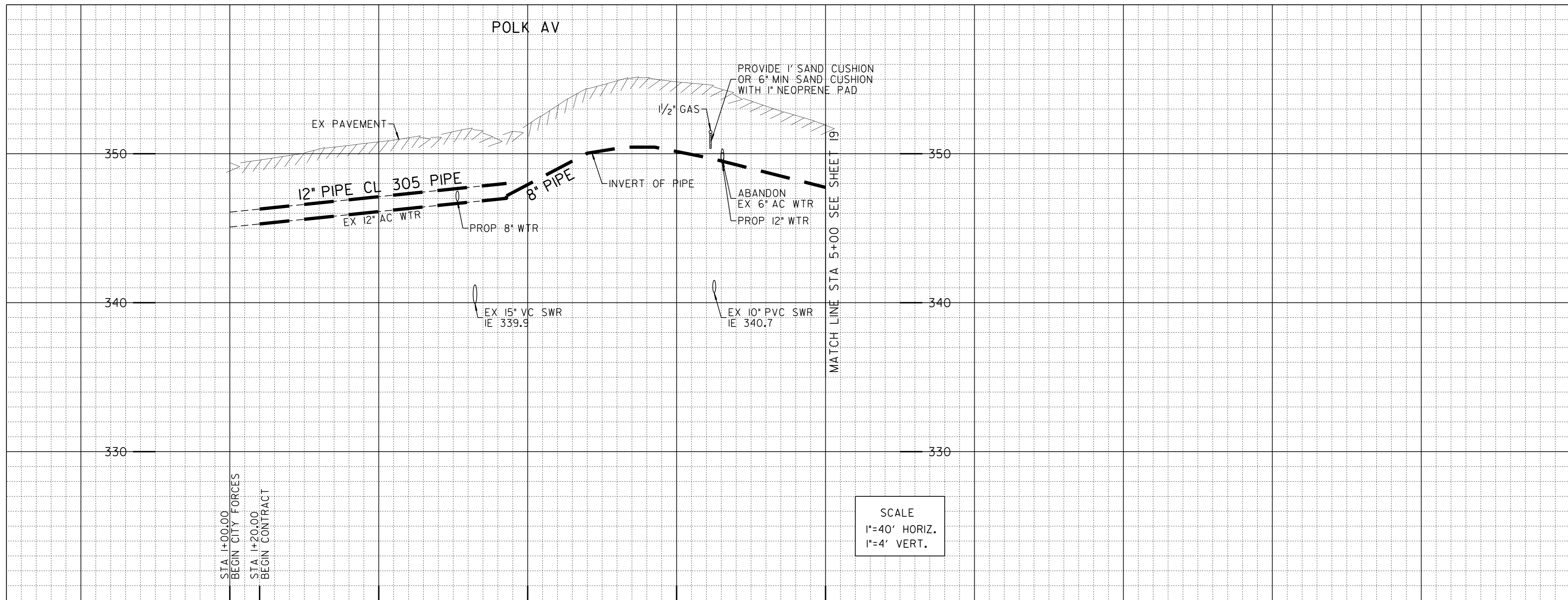
COLINA DEL SOL IMPROV 1
(WATER & SEWER)
TROJAN AV /52ND ST
ALLEY BLK 40 TO SO TROJAN AV

CITY OF SAN DIEGO, CALIFORNIA ENGINEERING & CAPITAL PROJECTS DEPARTMENT SHEET 17 OF XX SHEETS		WATER WBS B-20010 SEWER WBS B-20008
APPROVED FOR CITY ENGINEER ELHAM LOTFI PRINT DCE NAME	DATE 9/22/24 RCE#	DESIGNED BY DANIEL YELSITS PROJECT ENGINEER
DESCRIPTION ORIGINAL	BY DY	APPROVED DATE FILMED
214-1743 CCS27 COORDINATE		1854-6305 CCS83 COORDINATE
CONTRACTOR		NTP DATE NOC DATE
INSPECTOR		0100182-17-D



60% DESIGN

TROJAN AV /52ND ST



1+00 2+00 3+00 4+00 5+00

CHESTER PARK ADD
MAP 1354

PHASE I

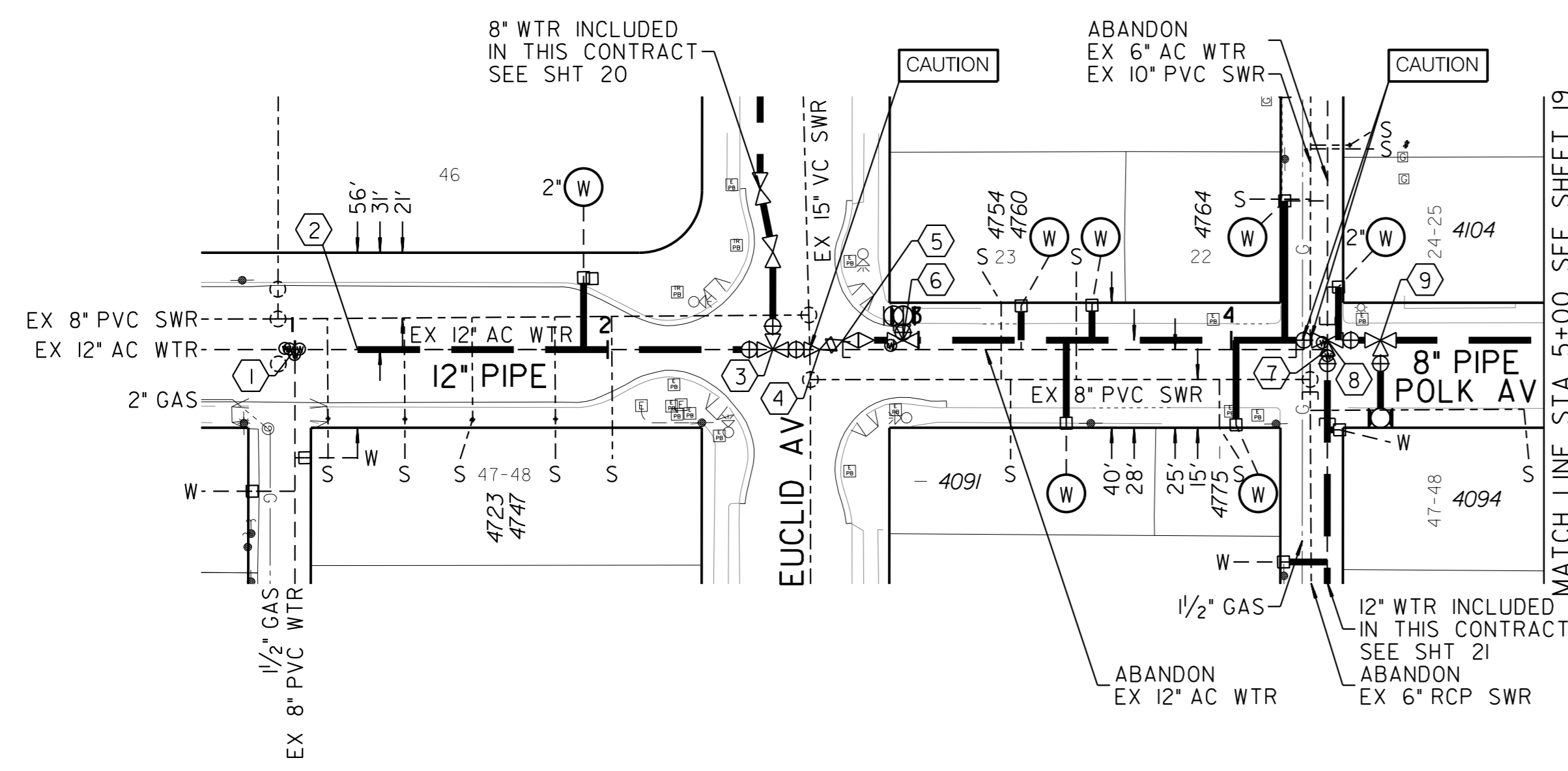
FAIRMOUNT ADD
MAP 1035

SCALE
1"=40' HORIZ.
1"=4' VERT.

- ① BY CITY FORCES
AHD OF CONTRACTOR
STA 1+00.00
CLOSE VALVE, AHD
AFTER NEW MAIN (PHASE 1)
HAS BEEN ACCEPTED
OPEN VALVE, AHD
- ② BY CONTRACTOR
FURNISH & INSTALL
STA 1+20.00
AFTER NEW MAIN (PHASE 1)
HAS BEEN ACCEPTED
CONNECT TO EX 12" PVC WTR
- ③ BY CONTRACTOR
FURNISH & INSTALL
STA 2+52.80
1 - 12" X 8" TEE (F, F, F)
2 - 12" GV (F, MJ) BK, AHD
1 - 8" GV (MJ, F) LT
CLOSE VALVE, LT
AFTER NEW MAIN (PHASE 2)
HAS BEEN ACCEPTED
OPEN VALVE, LT
- ④ BY CONTRACTOR
FURNISH & INSTALL
STA 2+67.80
1 - 12" 22½" BEND (MJ)
- ⑤ BY CONTRACTOR
FURNISH & INSTALL
STA 2+75.78
1 - 12" 22½" BEND (MJ), AHD
1 - 12" X 8" RED (MJ), AHD
- ⑥ BY CONTRACTOR
FURNISH & INSTALL
STA 2+95.03
1 - 8" X 6" TEE (MJ, MJ, F)
1 - 6" FH ASSY & MARKER
- ⑦ BY CITY FORCES
AHD OF CONTRACTOR
STA 4+30.76-3.00 LT
PERMANENT CUT & PLUG:
EX 6" AC WTR, 10±LT
EX 12" AC WTR, 20±RT
- ⑧ BY CONTRACTOR
FURNISH & INSTALL
STA 4+30.76
1 - 8" X 12" TEE (F, F, F)
2 - 8" GV (F, MJ) BK, AHD
1 - 12" GV (F, MJ) RT
CLOSE VALVE, RT
AFTER NEW MAIN (PHASE 3)
HAS BEEN ACCEPTED
OPEN VALVE, RT
- ⑨ BY CONTRACTOR
FURNISH & INSTALL
STA 4+47.74
1 - 8" X 6" TEE (MJ, MJ, F)
1 - 6" FH ASSY & MARKER

REFERENCE:
WATER: 7545-W, 19360-7-D, 20816-9-D
SEWER: 19360-7-D
STORM DRAIN: NONE
GAS: 16117-118885
ELECTRIC: 16117-118885
CABLE TV: NONE
TELEPHONE: NONE
100' SCALE/FIELD BOOK: J195
PRESSURE ZONE: 536

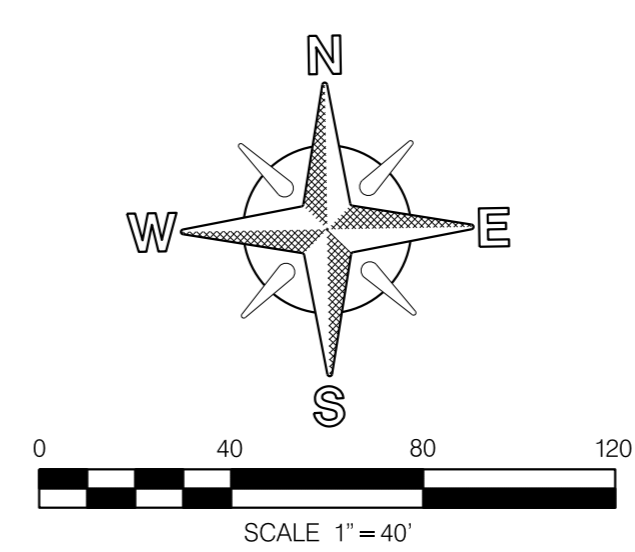
RETIREMENTS:
12" AC - 156' - 1981
FH (2-PORT) - 2017
1" SERVICE - 4 - 1981
1" SERVICE - 1 - 1947
2" SERVICE - 1 - 1981
2" SERVICE - 1 - 1947
SEE ABANDONMENT SHEET



CONTRACTOR'S NOTE:
USE CL 305 PIPE FROM
STA. 1+20.00 TO STA. 2+75.78.

CONTRACTOR'S NOTE:
USE EXTREME CAUTION WHEN WORKING
DUE TO LOW OVERHEAD UTILITY LINES.

NOTE:
APPROXIMATE LIMITS OF HIGHLINING STA. 1+00 TO STA. 4+31
POLK AV TO BE HIGHLINED BY CITY FORCES PRIOR TO
CONSTRUCTION, CITY TO FURNISH ALL HIGHLINING MATERIALS
AND PERFORM TRANSFER OF SERVICES.



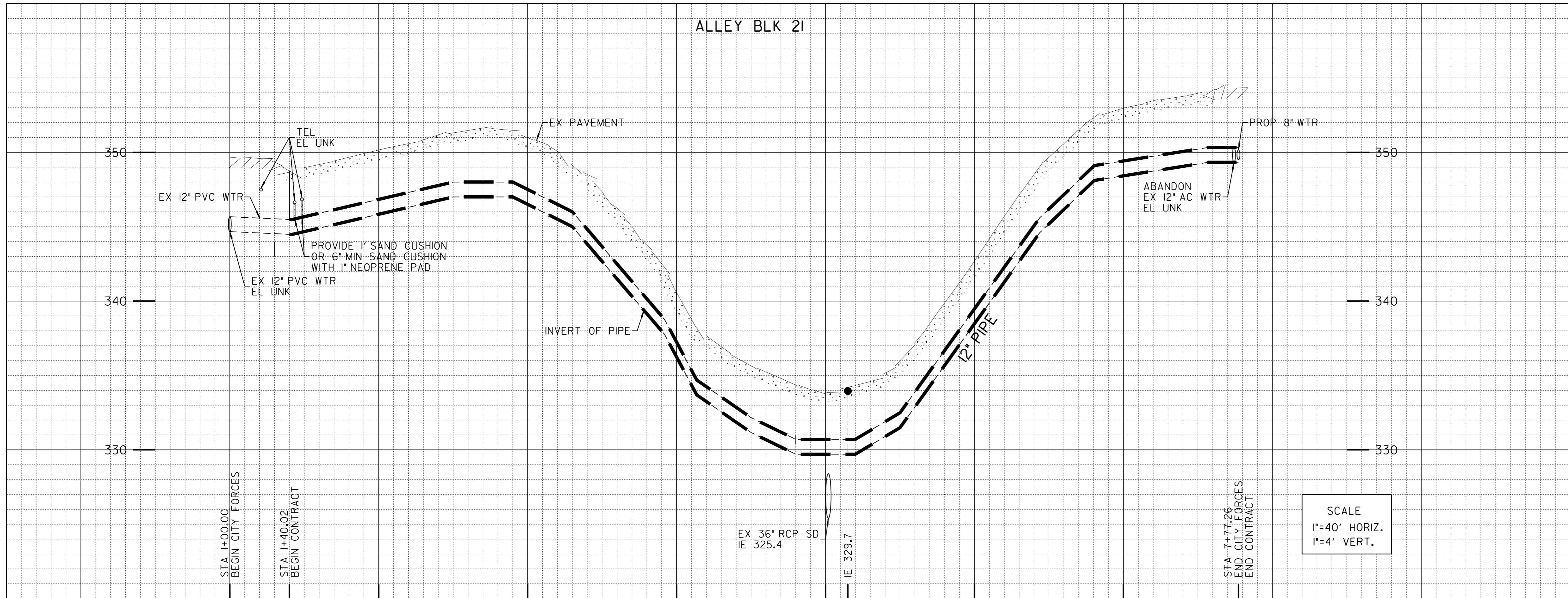
C-16

**COLINA DEL SOL IMPROV 1
(WATER & SEWER)**
POLK AV
STA 1+00 TO STA 5+00

CITY OF SAN DIEGO, CALIFORNIA ENGINEERING & CAPITAL PROJECTS DEPARTMENT SHEET 18 OF XX SHEETS		WATER WBS B-20010 SEWER WBS B-20008
APPROVED: FOR CITY ENGINEER ELHAM LOTFI PRINT DATE NAME DATE C91224 RCE#	ISSUED BY: DANIEL YELSITS PROJECT MANAGER	ORDERED BY: DANIEL YELSITS PROJECT ENGINEER
DESCRIPTION	BY	APPROVED
ORIGINAL	DY	DATE
FILMED	DATE	FILMED
NTP DATE		NOC DATE
CONTRACTOR		INSPECTOR
1850-6298 CCS27 COORDINATE		1850-6298 CCS83 COORDINATE
0100182-18-D		0100182-18-D

60% DESIGN

POLK AV

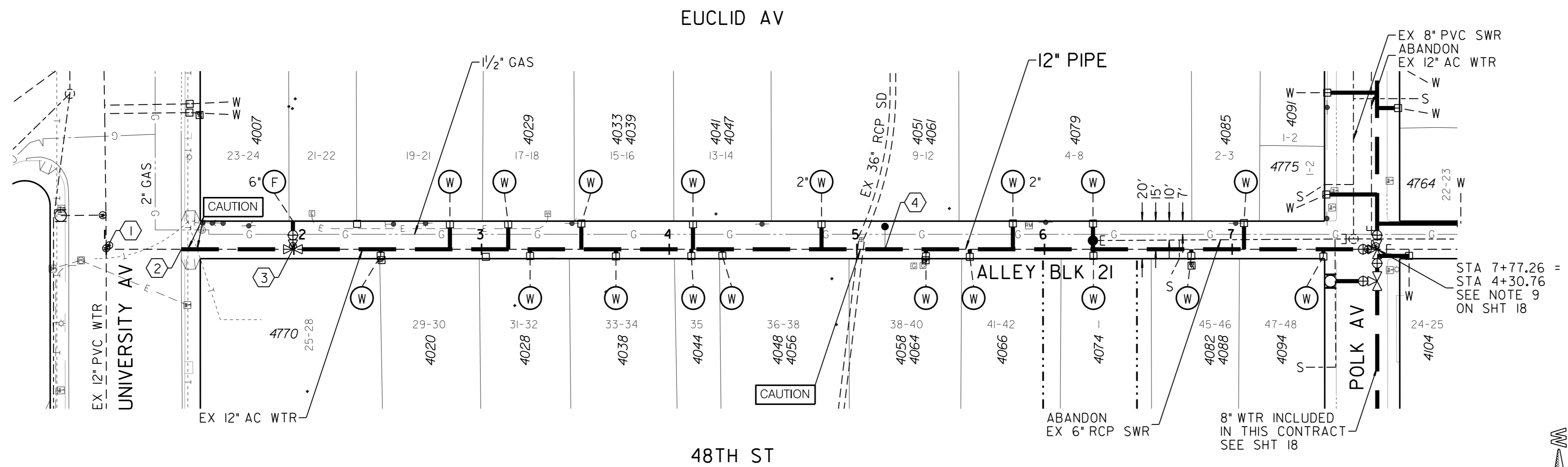


- ① BY CITY FORCES
AHD OF CONTRACTOR
STA 1+00.00
CLOSE VALVE, AHD
AFTER NEW MAIN (PHASE 3)
HAS BEEN ACCEPTED
OPEN VALVE, AHD
- ② BY CONTRACTOR
FURNISH & INSTALL
STA 1+40.02
AFTER NEW MAIN (PHASE 3)
HAS BEEN ACCEPTED
CONNECT TO EX 12" PVC WTR
- ③ BY CONTRACTOR
FURNISH & INSTALL
STA 1+99.48
1- 12" X 6" TEE (MJ, MJ, F)
1- 6" FS CONNECTION & ASSY
- ④ BY CONTRACTOR
FURNISH & INSTALL
STA 5+15.00
1- 2" BLOWOFF ASSY

SCALE
1"=40' HORIZ.
1"=4' VERT.

PHASE 3

FAIRMOUNT ADD
MAP 1035
②1

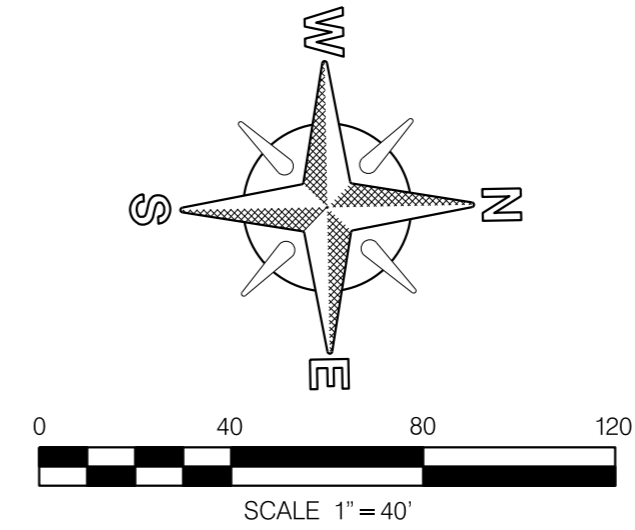


REFERENCE:
WATER: 20816-9-D, 19360-7-D, 34515-22-D
SEWER: 936-D, 2285-D, 23196-24-D
STORM DRAIN: 6783-L
GAS: 16117-118880, 16115-118885
ELECTRIC: 16117-118880, 16115-118885
CABLE TV: NONE
TELEPHONE: AT&T
100' SCALE/FIELD BOOK: J195
PRESSURE ZONE: 536

RETIREMENTS:
12" - AC - 637' - 1985
6" SERVICE - 1 - 2015
2" SERVICE - 2 - 1985
1" SERVICE - 16 - 1985
SEE ABANDONMENT SHEET

NOTE:
ALLEY TO BE HIGHLINED BY CITY FORCES
PRIOR TO CONSTRUCTION. CITY TO FURNISH
ALL HIGHLINING MATERIALS AND PERFORM
TRANSFER OF SERVICES.

CONTRACTOR'S NOTE:
USE EXTREME CAUTION WHEN WORKING
DUE TO LOW OVERHEAD UTILITY LINES.



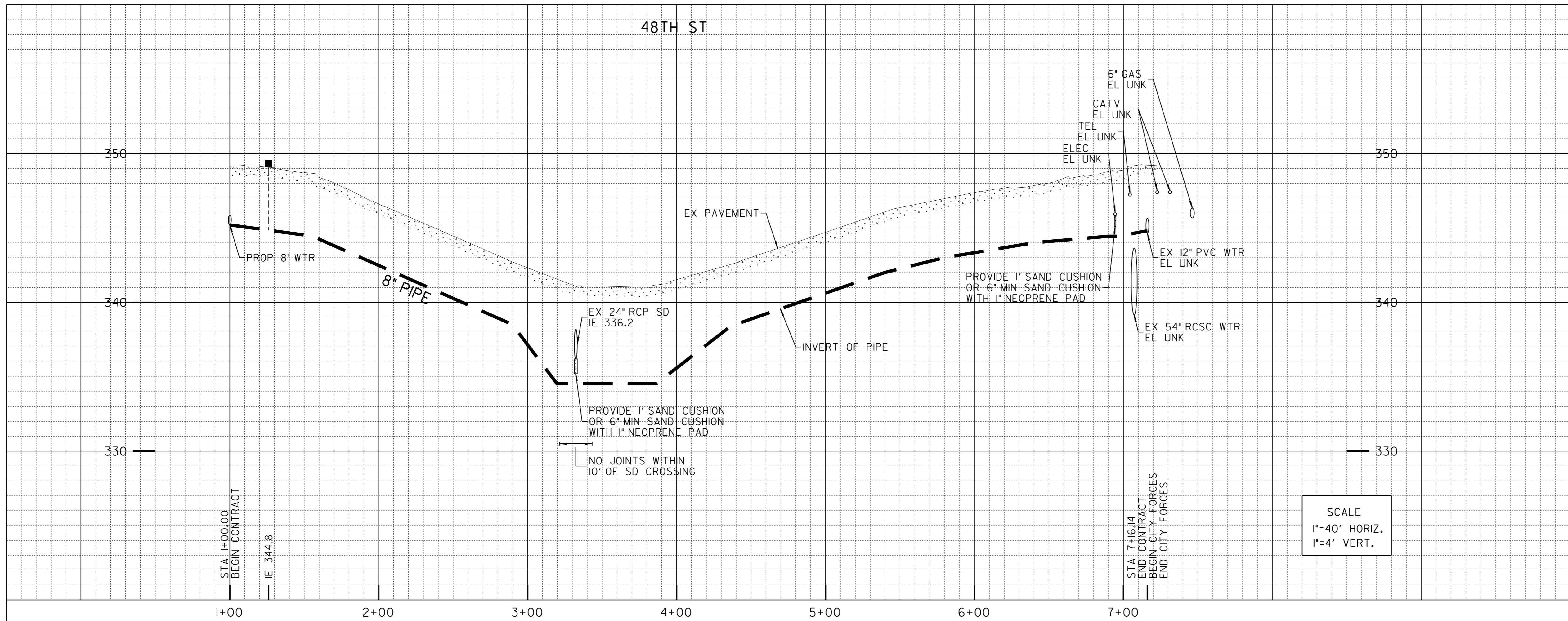
COLINA DEL SOL IMPROV 1
(WATER & SEWER)
ALLEY BLK 21
UNIVERSITY AV TO POLK AV

CITY OF SAN DIEGO, CALIFORNIA ENGINEERING & CAPITAL PROJECTS DEPARTMENT SHEET 21 OF XX SHEETS		WATER WBS B-20010 SEWER WBS B-20008
APPROVED: FOR CITY ENGINEER ELHAM LOTFI PRINT DATE NAME	DATE C91224 RCE#	DESIGNED BY DANIEL YELSITS PROJECT MANAGER
DESCRIPTION ORIGINAL	BY DY	APPROVED DATE FILED
ORDERED BY DANIEL YELSITS PROJECT ENGINEER		214-1737 CCS27 COORDINATE
1854-6298 CCS83 COORDINATE		0100182-21-D
CONTRACTOR INSPECTOR		NTP DATE NOC DATE

60% DESIGN

ALLEY BLK 21

C-19



- ① BY CONTRACTOR FURNISH & INSTALL
STA 1+26.00
1- 1" AIR/VACUUM VALVE ASSY
 - ② BY CONTRACTOR FURNISH & INSTALL
STA 3+69.37
1- 8" X 6" TEE (MJ, MJ, F)
1- 6" FH ASSY & MARKER
 - ③ BY CITY FORCES AHD OF CONTRACTOR
STA 7+16.14
CUT IN:
1- 12" X 8" CROSS (F, F, F, F)
2 - 8" GATE VALVE (F, MJ) BK, AHD
2 - 12" GATE VALVE (F, MJ) LT, RT
- CLOSE VALVE, BK
AFTER NEW MAIN (PHASE 4)
HAS BEEN ACCEPTED
OPEN VALVE, BK

SCALE
1"=40' HORIZ.
1"=4' VERT.

PHASE 4

FAIRMOUNT ADD
MAP 1035

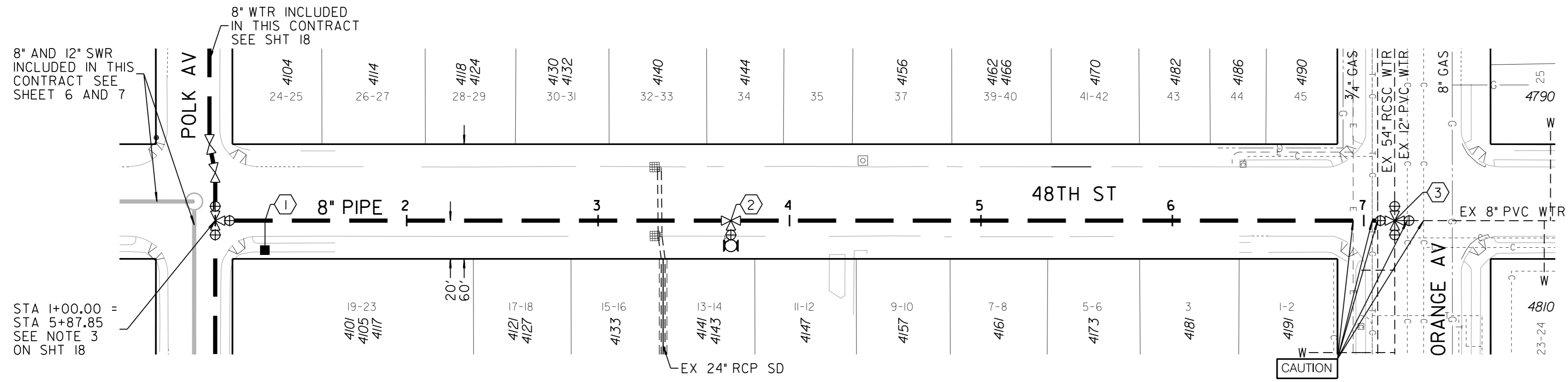
(32)

CAUTION
8" HP GAS CONTRACTOR TO VERIFY EXACT LOCATION AND MUST NOTIFY SDG&E THREE (3) WEEKS IN ADVANCE PRIOR TO EXCAVATION SDG&E STANDBY REQUIRED

CONTRACTOR'S NOTE:
USE EXTREME CAUTION WHEN WORKING DUE TO LOW OVERHEAD UTILITY LINES.

REFERENCE:
WATER: 3818-16-W, 25711-10-D
SEWER: NONE
STORM DRAIN: 6783-L
GAS: 1617-118890
ELECTRIC: 1617-118890
CABLE TV: AT&T, COX
TELEPHONE: AT&T
100' SCALE FIELD BOOK: J185
PRESSURE ZONE: 536

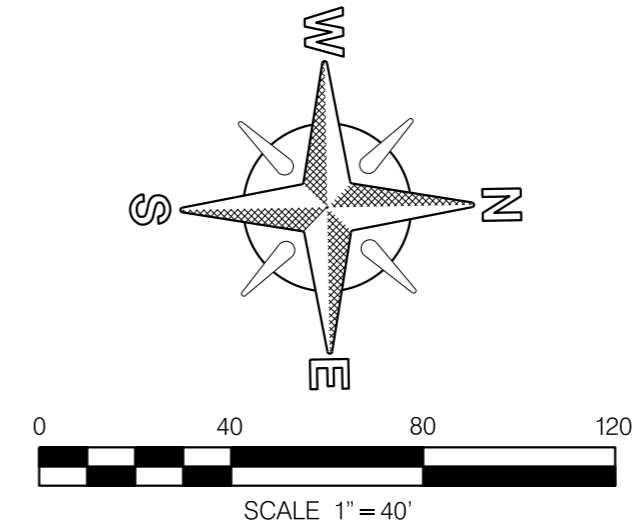
RETIREMENTS:
NONE



8" AND 12" SWR INCLUDED IN THIS CONTRACT SEE SHEET 6 AND 7

8" WTR INCLUDED IN THIS CONTRACT SEE SHT 18

STA 1+00.00 = STA 5+87.85 SEE NOTE 3 ON SHT 18



(31)

C-20

COLINA DEL SOL IMPROV 1
(WATER & SEWER)
48TH ST
POLK AV TO ORANGE AV

CITY OF SAN DIEGO, CALIFORNIA
ENGINEERING & CAPITAL PROJECTS DEPARTMENT
SHEET 22 OF XX SHEETS

APPROVED: FOR CITY ENGINEER ELHAM LOTFI PRINT DATE NAME	DATE C9/22/24 RCE#	WATER WBS B-20010 SEWER WBS B-20008
SUBMITTED BY DANIEL YELSITS PROJECT MANAGER		ORDERED BY DANIEL YELSITS PROJECT ENGINEER
DESCRIPTION ORIGINAL	BY DY	APPROVED DATE FILMED
214-1737 CCS27 COORDINATE		1854-6298 CCS83 COORDINATE
CONTRACTOR INSPECTOR		NTP DATE NOC DATE

0100182-22-D

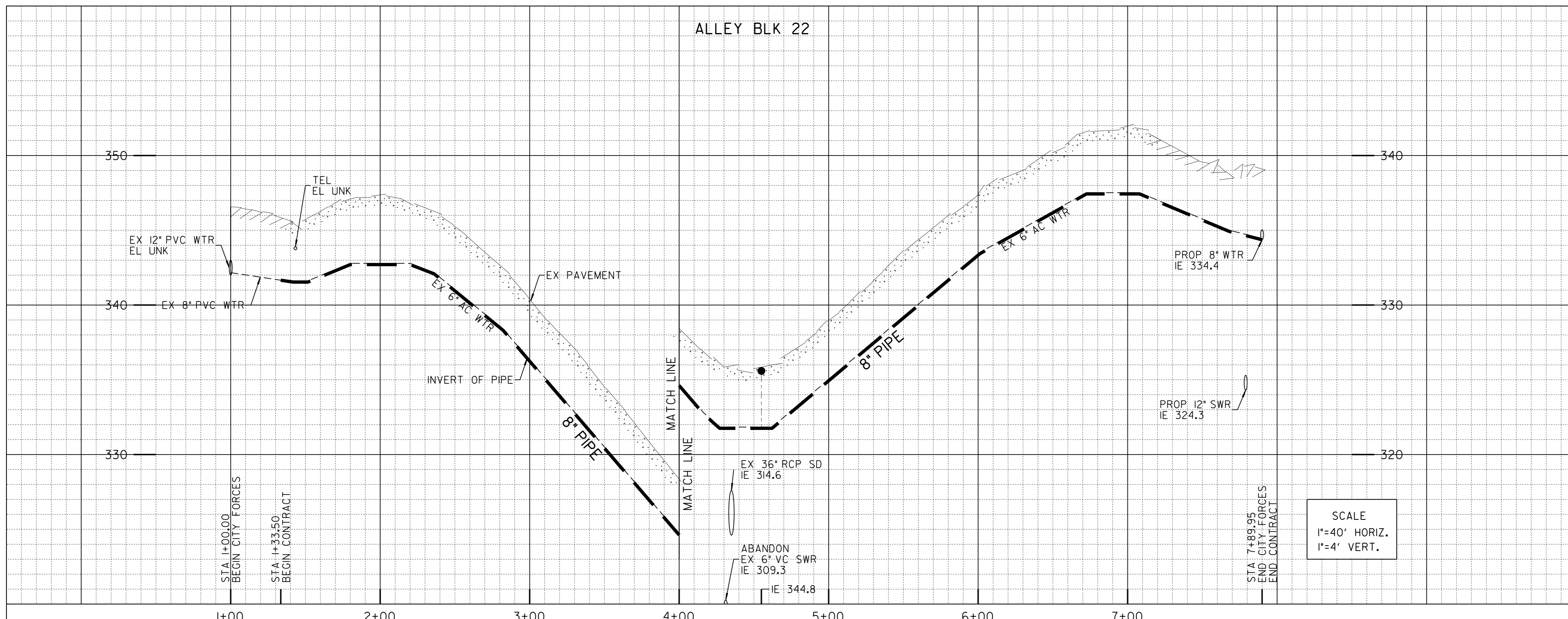
60% DESIGN

48TH ST

ALLEY BLK 22

- ① BY CITY FORCES
AHD OF CONTRACTOR
STA 1+00.00
CLOSE VALVE, AHD
AFTER NEW MAIN (PHASE 5)
HAS BEEN ACCEPTED
OPEN VALVE, AHD
- ② BY CONTRACTOR
FURNISH & INSTALL
STA 1+33.50
1- 8" X 6" TEE (MJ, MJ, F)
1- 6" 90° BEND (MJ) 38.10' LT
1- 6" FH ASSY & MARKER

AFTER NEW MAIN (PHASE 5)
HAS BEEN ACCEPTED
CONNECT TO EX 8" PVC WTR, 5' BK
- ③ BY CONTRACTOR
FURNISH & INSTALL
STA 4+55.00
1- 2" BLOWOFF ASSY
- ④ BY CONTRACTOR
FURNISH & INSTALL
STA 7+58.18
1- 12" 90° BEND (MJ)
- ⑤ BY CONTRACTOR
FURNISH & INSTALL
STA 7+67.95
1- 12" 90° BEND (MJ)

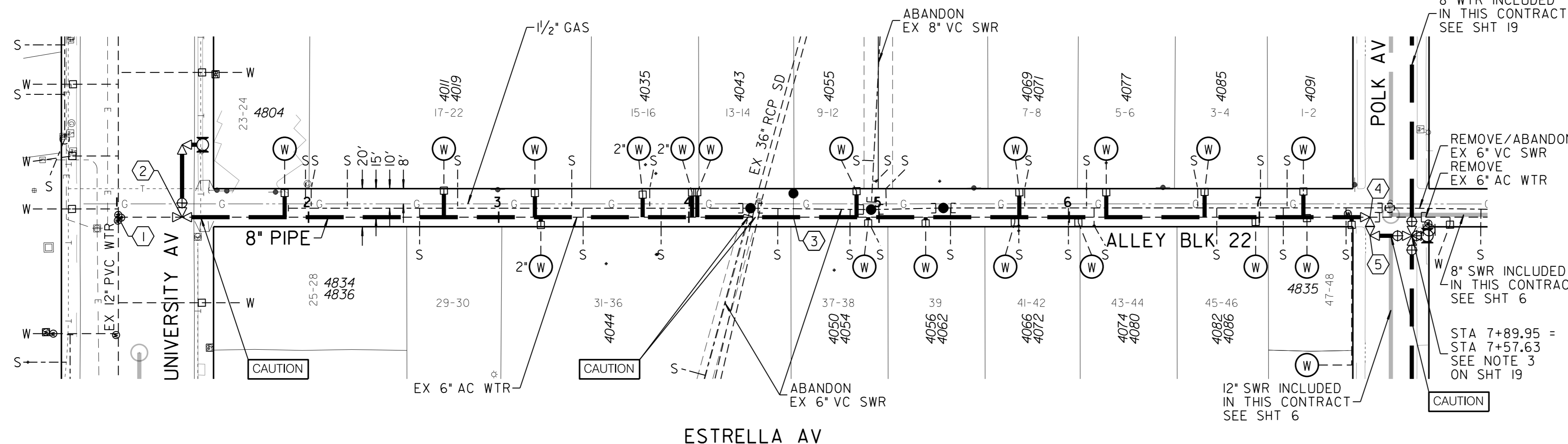


PHASE 5

FAIRMOUNT ADD
MAP 1035

(22)

48TH ST

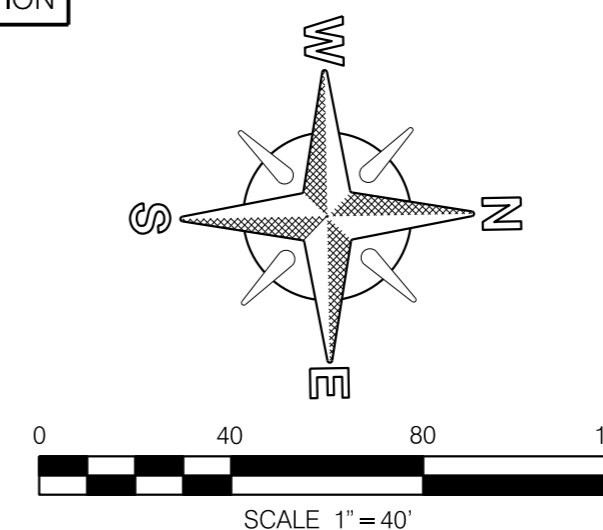


NOTE:
ALLEY TO BE HIGHLINED BY CITY FORCES
PRIOR TO CONSTRUCTION. CITY TO FURNISH
ALL HIGHLINING MATERIALS AND PERFORM
TRANSFER OF SERVICES.

CONTRACTOR'S NOTE:
USE EXTREME CAUTION WHEN WORKING
DUE TO LOW OVERHEAD UTILITY LINES.

REFERENCE:
WATER: 6268-W, 34515-22-D
SEWER: 936-D, 11780-B
STORM DRAIN: 6783-L
GAS: 16125-118880
ELECTRIC: 16117-118890
CABLE TV: NONE
TELEPHONE: AT&T
100' SCALE/FIELD BOOK: J195
PRESSURE ZONE: 536

RETIREMENTS:
6" - AC - 618' - 1955
8" - PVC - 6' - 2014
1" SERVICE - 16 - 1955
2" SERVICE - 2 - 1955
2" SERVICE - 1 - 1983
SEE ABANDONMENT SHEET



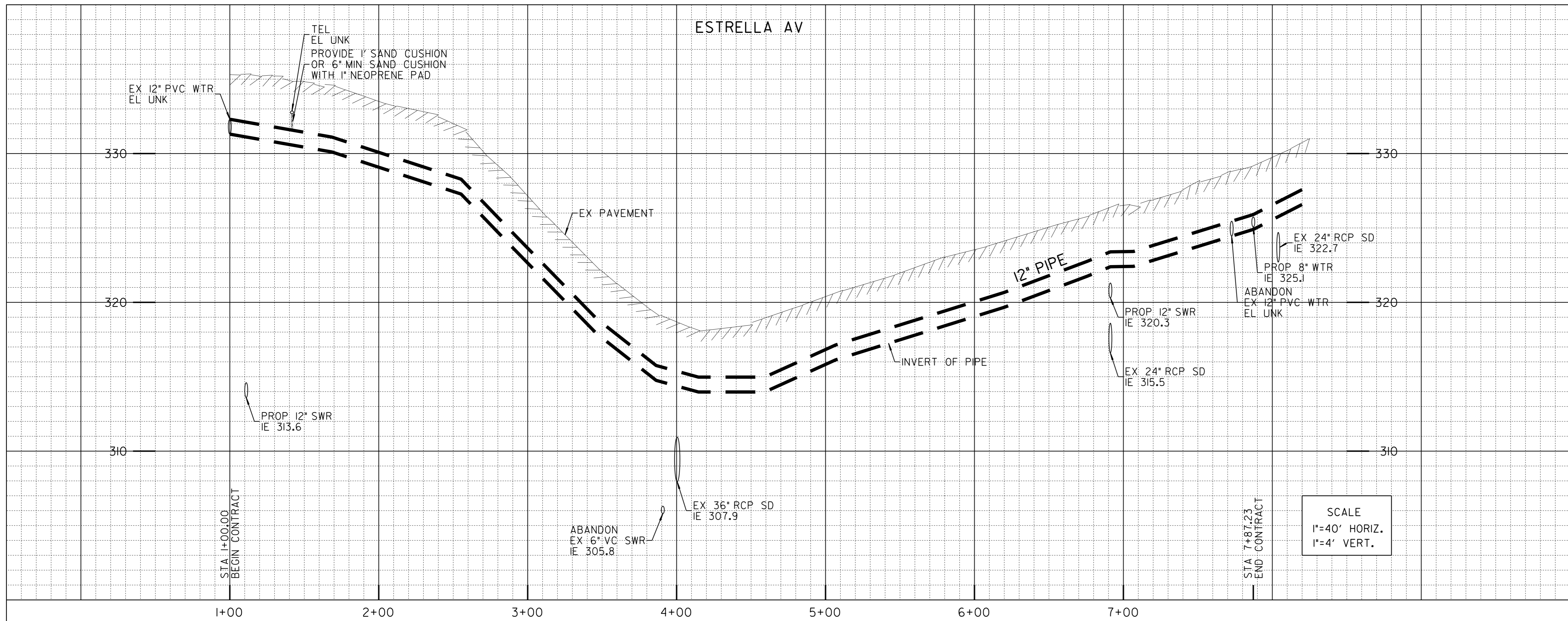
C-21

COLINA DEL SOL IMPROV 1
(WATER & SEWER)
ALLEY BLK 22
UNIVERSITY AV TO POLK AV

CITY OF SAN DIEGO, CALIFORNIA ENGINEERING & CAPITAL PROJECTS DEPARTMENT SHEET 23 OF XX SHEETS		WATER WBS B-20010 SEWER WBS B-20008
FOR CITY ENGINEER ELHAM LOTFI PRINT DATE NAME	DATE C91224 RCE#	DESIGNED BY DANIEL YELSITS PROJECT MANAGER
DESCRIPTION ORIGINAL	BY DY	APPROVED DATE FILMED
NTP DATE NOC DATE		1854-6298 CCS27 COORDINATE CCS83 COORDINATE
CONTRACTOR INSPECTOR		0100182-23-D

60% DESIGN

ALLEY BLK 22



PHASE 6

FAIRMOUNT ADD
MAP 1035

(22)

SCALE
1"=40' HORIZ.
1"=4' VERT.

①
BY CITY FORCES
AHD OF CONTRACTOR
STA 1+00.00
CUT IN:
1- 12" X 12" TEE (F, F, F)
3 - 12" GV (F, MJ) AHD, LT, RT

CLOSE VALVE, AHD
AFTER NEW MAIN (PHASE 6)
HAS BEEN ACCEPTED
OPEN VALVE, AHD

②
BY CONTRACTOR
FURNISH & INSTALL
STA 4+49.15
1- 12" X 6" TEE (MJ, MJ, F)
1- FH ASSY & MARKER

③
BY CONTRACTOR
FURNISH & INSTALL
STA 6+75.70
1- 12" 45° BEND

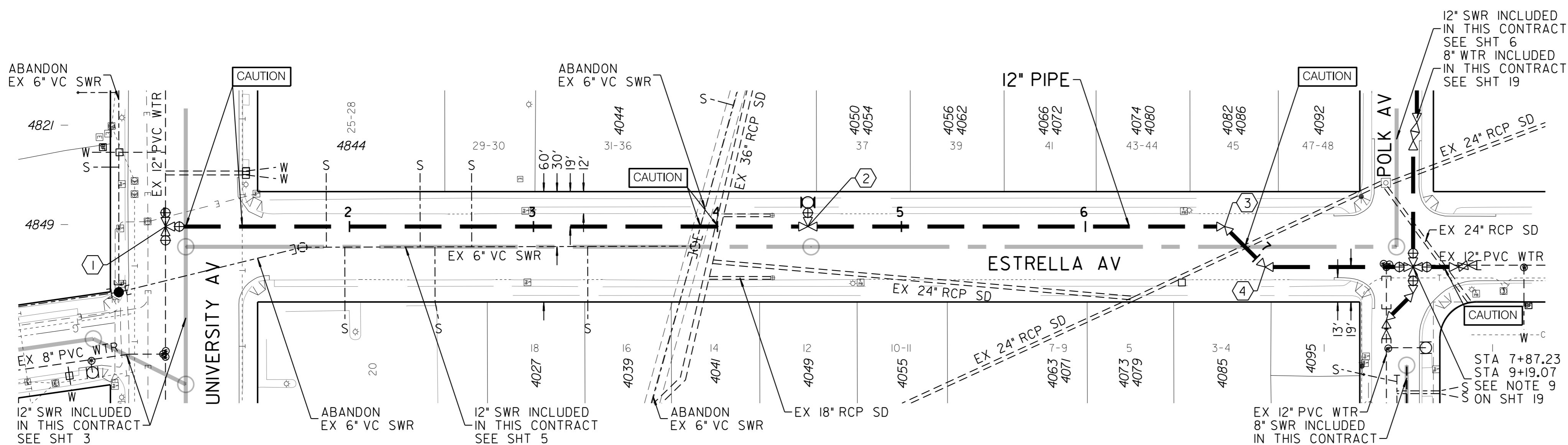
③
BY CONTRACTOR
FURNISH & INSTALL
STA 7+06.82
1- 12" 45° BEND

CONTRACTOR'S NOTE:
CONTRACTOR SHALL COORDINATE WORK HOURS
WITH THE SCHOOL PRIOR TO CONSTRUCTION.

CONTRACTOR'S NOTE:
USE EXTREME CAUTION WHEN WORKING
DUE TO LOW OVERHEAD UTILITY LINES.

REFERENCE:
WATER: 32530-13-D, 34515-22-D
SEWER: 936-D
STORM DRAIN: 6783-L
GAS: 16125-118890, 118895, 118900
ELECTRIC: 16125-118890, 118895, 118900
CABLE TV: AT&T, CENTURYLINK
TELEPHONE: AT&T, COX
100' SCALE FIELD BOOK: J19S
PRESSURE ZONE: 536

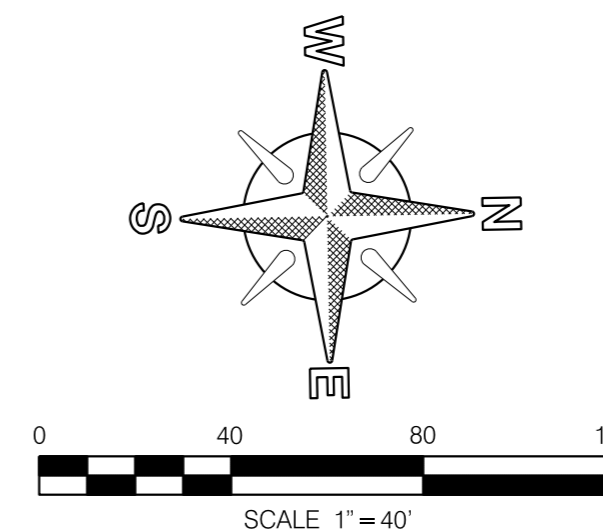
RETIREMENTS:
SEE ABANDONMENT SHEET



C-22

COLINA DEL SOL IMPROV 1
(WATER & SEWER)
ESTRELLA AV
UNIVERSITY AV TO POLK AV

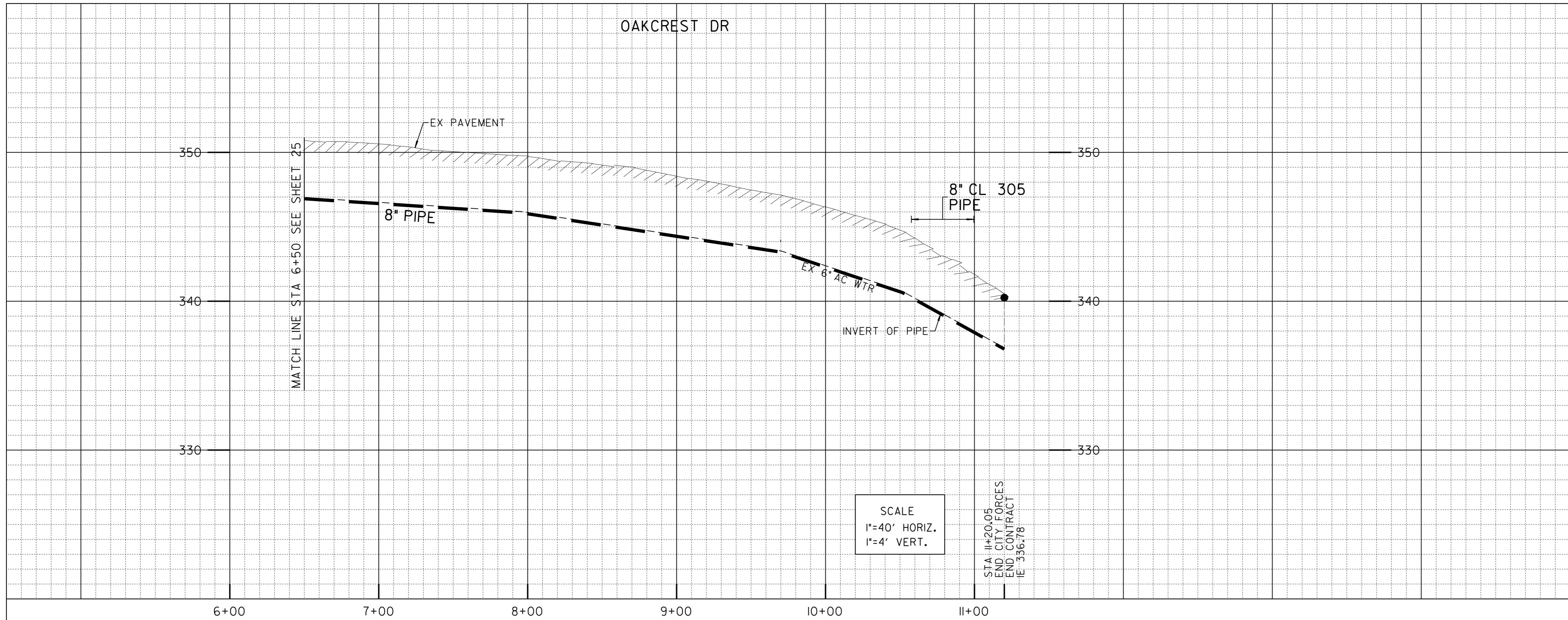
CITY OF SAN DIEGO, CALIFORNIA ENGINEERING & CAPITAL PROJECTS DEPARTMENT SHEET 24 OF XX SHEETS		WATER WBS B-20010 SEWER WBS B-20008
FOR CITY ENGINEER ELHAM LOTFI PRINT DATE NAME	DATE C91224 RCE#	DESIGNED BY DANIEL YELSITS PROJECT MANAGER
DESCRIPTION ORIGINAL	BY DY	APPROVED DATE FILED
		ORDERED BY DANIEL YELSITS PROJECT ENGINEER
		210-1737 CCS27 COORDINATE
		1850-6298 CCS83 COORDINATE
CONTRACTOR INSPECTOR		NTP DATE NOC DATE 0100182-24-D



(23)

ESTRELLA AV

60% DESIGN



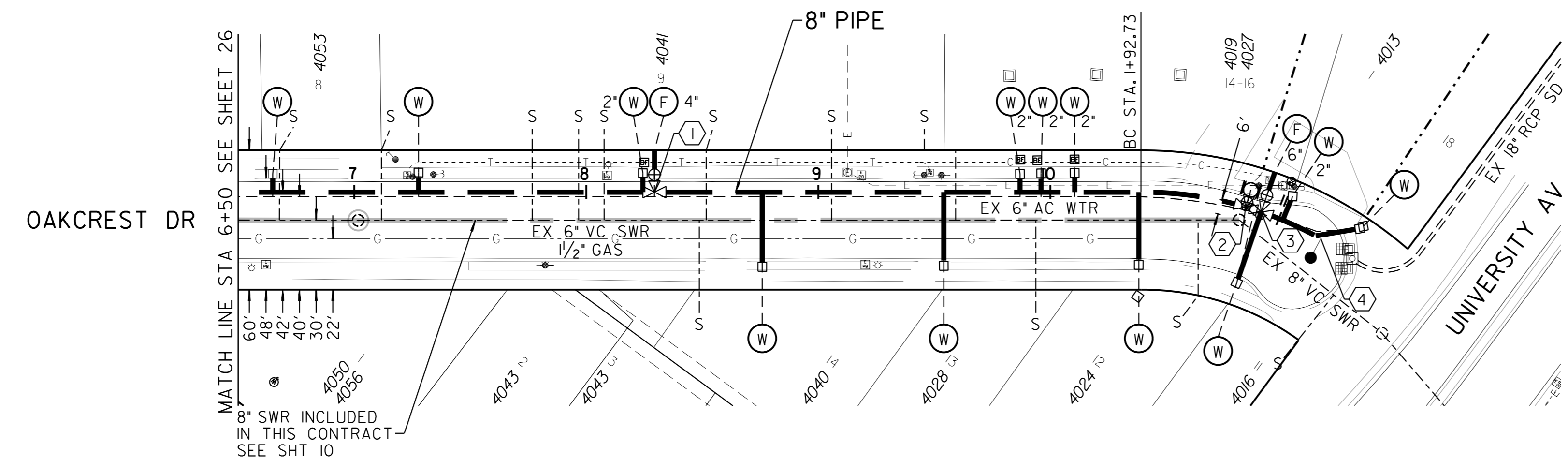
- ① BY CONTRACTOR
FURNISH & INSTALL
STA 8+29.40
1- 8" X 4" TEE (M.J, M.J, F)
1- 4" FS CONNECTION & ASSY
- ② BY CONTRACTOR
FURNISH & INSTALL
STA 10+84.86
1- 8" X 6" TEE (M.J, M.J, F)
1- 6" FH ASSY & MARKER
- ③ BY CONTRACTOR
FURNISH & INSTALL
STA 10+91.86
1- 8" X 6" TEE (M.J, M.J, F)
1- 6" FS CONNECTION & ASSY
- ④ BY CONTRACTOR
FURNISH & INSTALL
STA 11+20.05
1- 2" BLOWOFF ASSY

SCALE
1"=40' HORIZ.
1"=4' VERT.

STA 11+20.05
END CITY FORCES
END CONTRACT
E=336.78

6+00 7+00 8+00 9+00 10+00 11+00

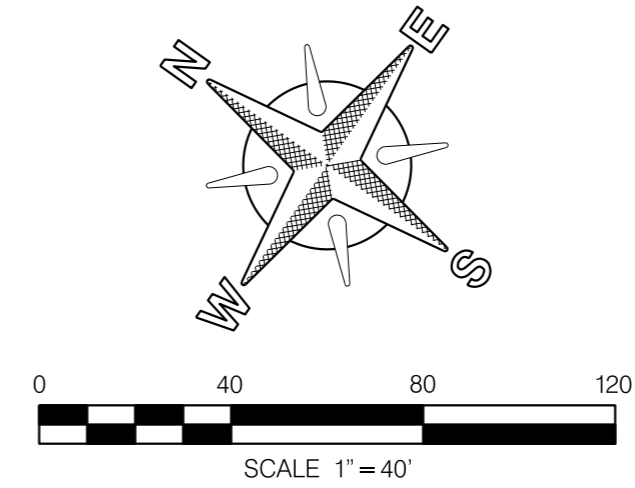
PHASE 8 OAK PARK VILLAS MAP 1732 OAKCREST NORTH MAP 9415



NOTE:
OAKCREST DR TO BE HIGHLINED BY CITY FORCES
PRIOR TO CONSTRUCTION. CITY TO FURNISH
ALL HIGHLINING MATERIALS AND PERFORM
TRANSFER OF SERVICES.

CONTRACTOR'S NOTE:
USE CL 305 PIPE FROM
STA. 10+57.63 TO STA. 10+99.59

CONTRACTOR'S NOTE:
USE EXTREME CAUTION WHEN WORKING
DUE TO LOW OVERHEAD UTILITY LINES.



REFERENCE:
WATER: 5940-W, 10386-2-D
SEWER: 936-D, 10386-2-D
STORM DRAIN: 10386-2-D
GAS: 16132-118885, 16140-118880
ELECTRIC: 16132-118885, 16140-118880
CABLE TV: AT&T
TELEPHONE: AT&T
100' SCALE/FIELD BOOK: K195
PRESSURE ZONE: 536

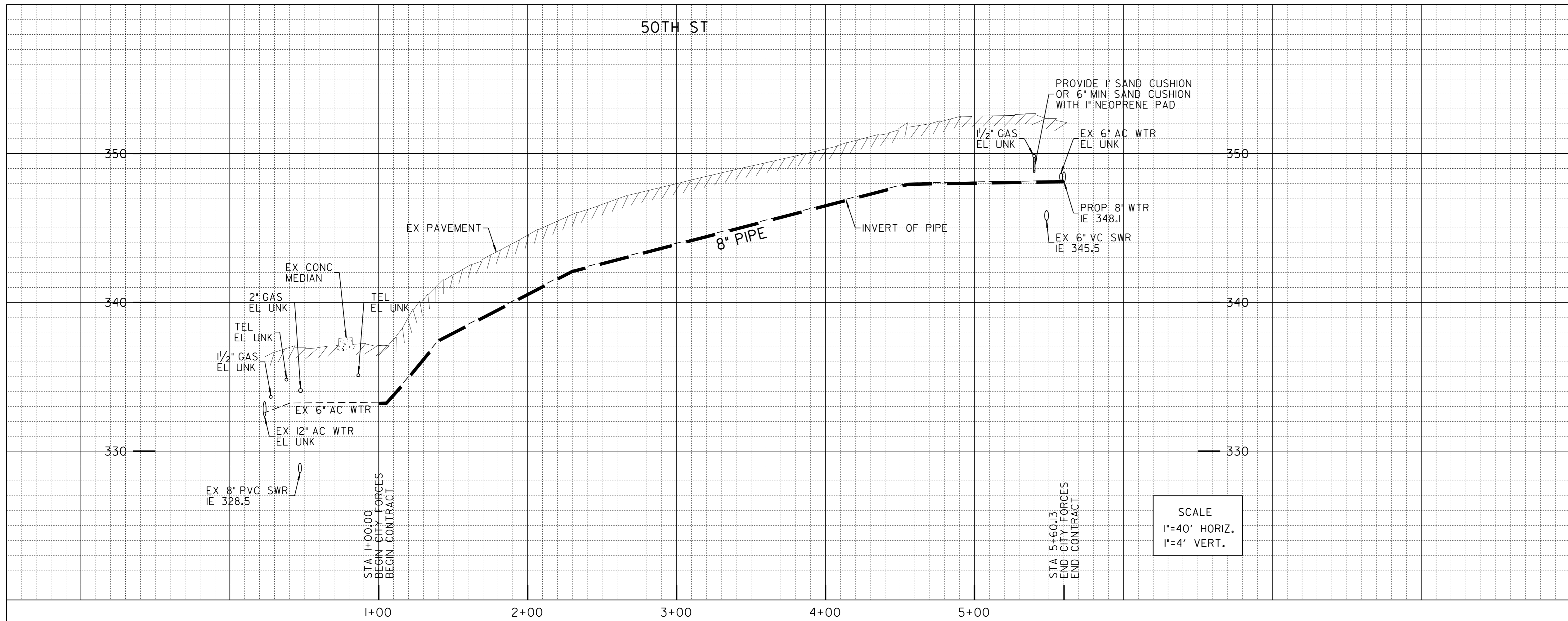
RETIREMENTS:
6" - AC - 467' - 1953
FH (2-PORT) - 1 - 1953
1" SERVICE - 4 - 1953
2" SERVICE - 4 - 1953
4" SERVICE - 1 - 1953
6" SERVICE - 1 - 1953

C-25

COLINA DEL SOL IMPROV 1 (WATER & SEWER)		OAKCREST DR STA 6+50 TO END	
CITY OF SAN DIEGO, CALIFORNIA ENGINEERING & CAPITAL PROJECTS DEPARTMENT SHEET 27 OF XX SHEETS		WATER WBS B-20010	SEWER WBS B-20008
APPROVED: FOR CITY ENGINEER ELHAM LOTFI PRINT DATE: 09/22/14 PROJECT NAME: C91224		DESIGNED BY: DANIEL YELSITS PROJECT MANAGER	
ORDERED BY: DANIEL YELSITS PROJECT ENGINEER		DESCRIPTION	
ORIGINAL	BY	APPROVED	DATE
		210-1743 CCS27 COORDINATE	
		1850-6304 CCS83 COORDINATE	
CONTRACTOR		NTP DATE	
INSPECTOR		NOC DATE	
		0100182-27-D	

60% DESIGN

OAKCREST DR



OAK PARK VILLAS
MAP 1732

PHASE 9

(A)

- ① BY CITY FORCES
AHD OF CONTRACTOR
STA 1+00.00
CUT & PLUG:
EX 6" AC WTR

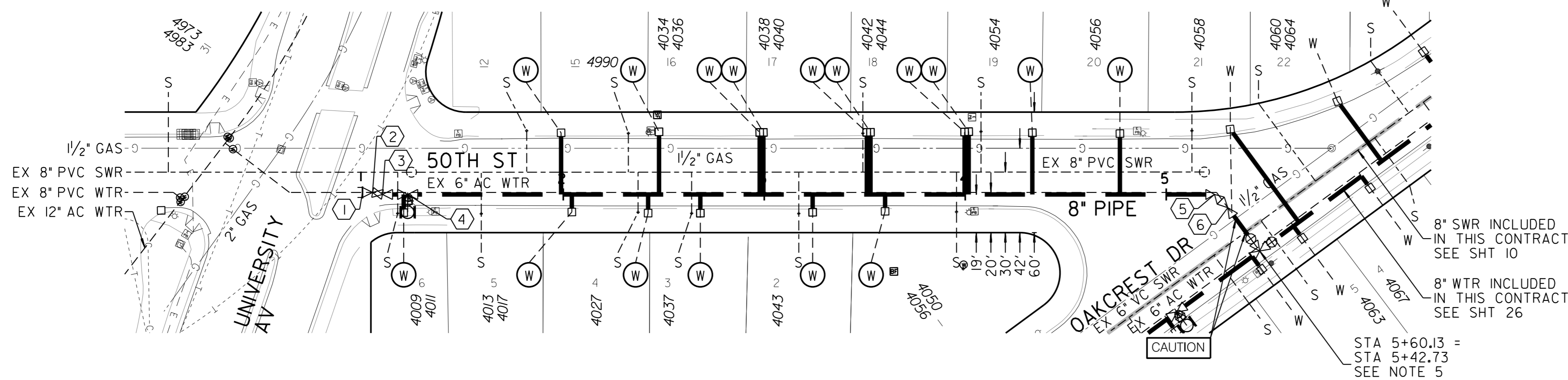
RECONNECT AFTER NEW MAIN
(PHASE 9) HAS BEEN ACCEPTED
- ② BY CONTRACTOR
FURNISH & INSTALL
STA 1+05.00
1- 8" 1/4" BEND (MJ)
1- 8" X 6" RED (MJ) 5'+BK
- ③ BY CONTRACTOR
FURNISH & INSTALL
STA 1+10.05
1- 8" 1/4" BEND (MJ)
- ④ BY CONTRACTOR
FURNISH & INSTALL
STA 1+22.58
1- 8" X 6" TEE (MJ, MJ, F)
1- 6" FH ASSY & MARKER
- ⑤ BY CONTRACTOR
FURNISH & INSTALL
STA 5+24.04
1- 8" 45° BEND (MJ)
- ⑥ BY CONTRACTOR
FURNISH & INSTALL
STA 5+33.37
1- 8" 1/4" BEND (MJ)

SCALE
1"=40' HORIZ.
1"=4' VERT.

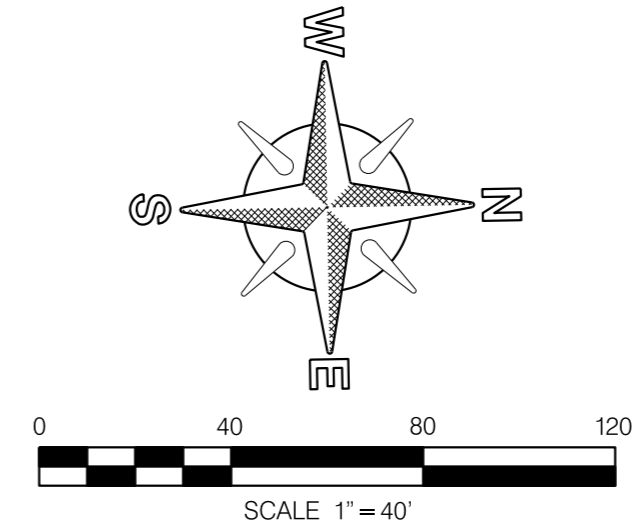
CONTRACTOR'S NOTE:
USE EXTREME CAUTION WHEN WORKING
DUE TO LOW OVERHEAD UTILITY LINES.

REFERENCE:
WATER: 5736-W, 5940-W, 10386-5-D
SEWER: 936-D, 34515-4-D
STORM DRAIN: NONE
GAS: 16132-118880
ELECTRIC: 16132-118880
CABLE TV: AT&T
TELEPHONE: AT&T, CENTURYLINK
100' SCALE/FIELD BOOK: J19S
PRESSURE ZONE: 536

RETIREMENTS:
6" - AC - 459' - 1955
FH (2-PORT) - 1 - 1955
1" SERVICE - 16 - 1955



NOTE:
50TH ST TO BE HIGHLINED BY CITY FORCES
PRIOR TO CONSTRUCTION. CITY TO FURNISH
ALL HIGHLINING MATERIALS AND PERFORM
TRANSFER OF SERVICES.



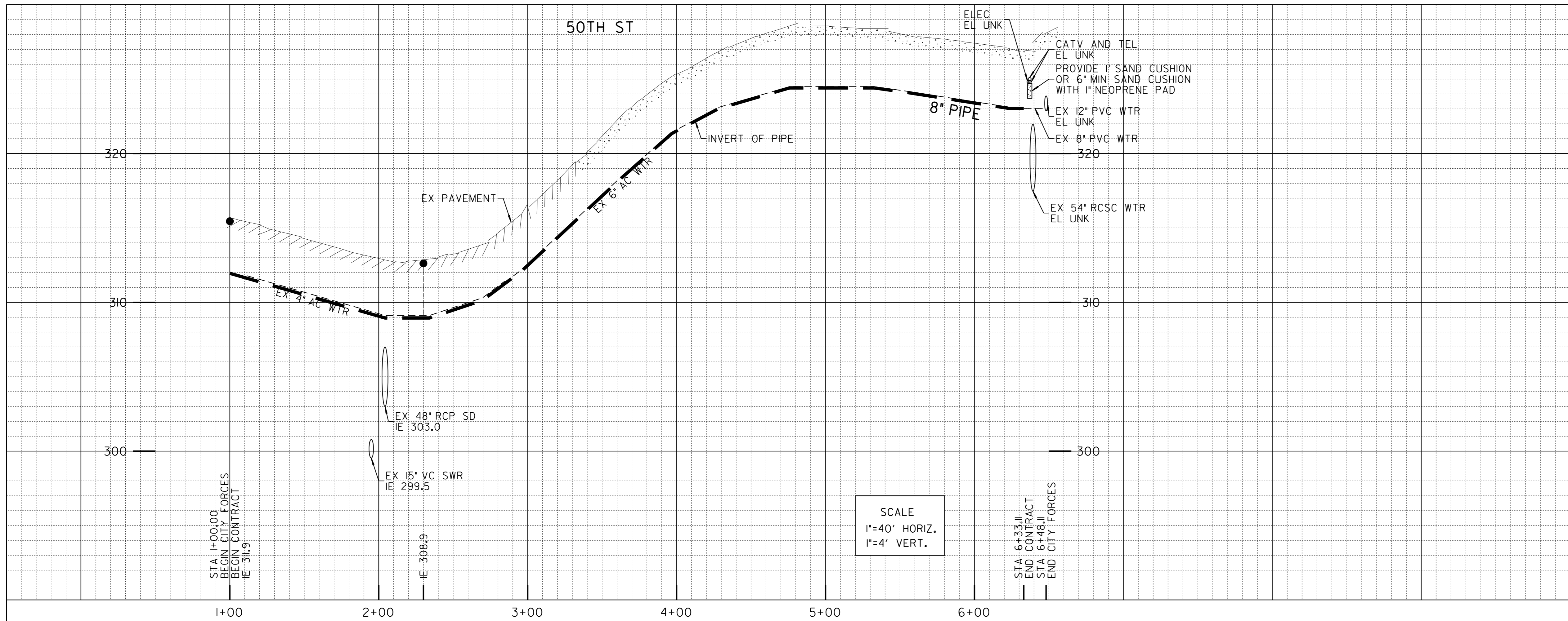
COLINA DEL SOL IMPROV 1
(WATER & SEWER)
50TH ST
UNIVERSITY AV TO OAKCREST DR

CITY OF SAN DIEGO, CALIFORNIA ENGINEERING & CAPITAL PROJECTS DEPARTMENT SHEET 28 OF XX SHEETS		WATER WBS B-20010 SEWER WBS B-20008
FOR CITY ENGINEER ELHAM LOTFI PRINT DATE NAME	DATE C91224 RCE#	DESIGNED BY DANIEL YELSITS PROJECT MANAGER
DESCRIPTION ORIGINAL	BY DY	APPROVED DATE FILMED
210-1737 CCS27 COORDINATE		1850-6298 CCS83 COORDINATE
CONTRACTOR INSPECTOR		NTP DATE NOC DATE 0100182-28-D

C-26

50TH ST

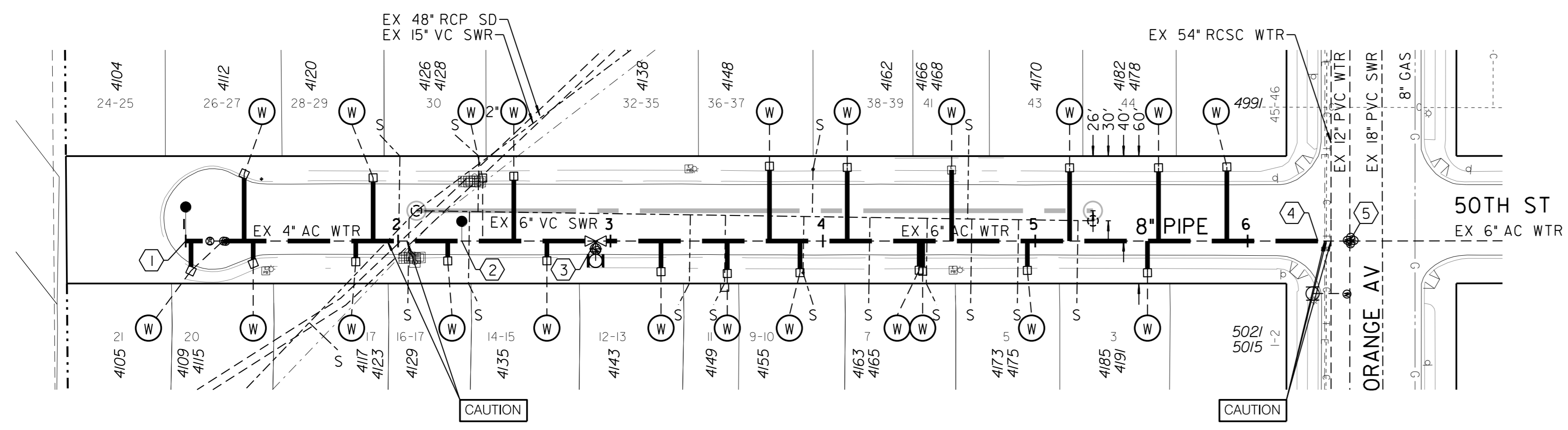
60% DESIGN



- ① BY CONTRACTOR
FURNISH & INSTALL
STA 1+00.00
1- 2" BLOWOFF ASSY
- ② BY CONTRACTOR
FURNISH & INSTALL
STA 2+93.01
1- 8" X 6" TEE (MJ, MJ, F)
1- 6" FH ASSY & MARKER
- ③ BY CONTRACTOR
FURNISH & INSTALL
STA 2+30.00
1- 2" BLOWOFF ASSY
- ③ BY CONTRACTOR
FURNISH & INSTALL
STA 6+33.11
REMOVE EX 8" X 6" RED
- AFTER NEW MAIN (PHASE 10)
HAS BEEN ACCEPTED
CONNECT TO EX 8" PVC WTR
- ④ BY CITY FORCES
AHD OF CONTRACTOR
STA 6+48.11
CLOSE VALVE, BK
- AFTER NEW MAIN (PHASE 10)
HAS BEEN ACCEPTED
OPEN VALVE, BK

SCALE
1"=40' HORIZ.
1"=4' VERT.

PHASE 10
FAIRMOUNT ADD
MAP 1035
②8

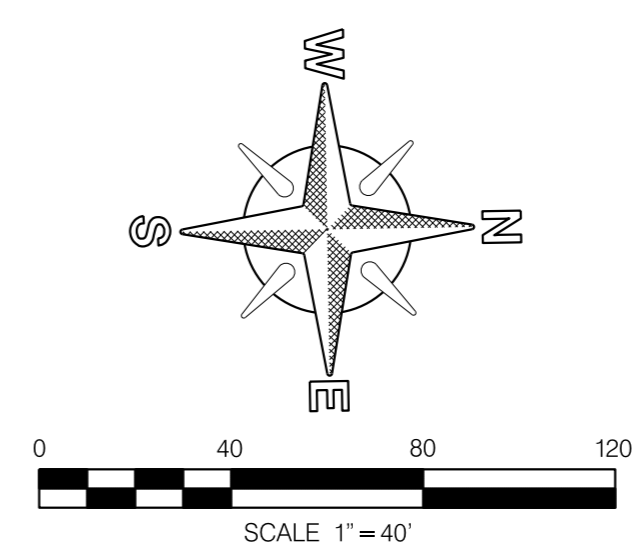


REFERENCE:
WATER: 3818-W, 7378-D, 34515-20-D
SEWER: 936-D, 29751-13-D
STORM DRAIN: 7129-D
GAS: 16132-118890
ELECTRIC: 16132-118890
CABLE TV: AT&T, COX
TELEPHONE: AT&T
100' SCALE/FIELD BOOK: J185
PRESSURE ZONE: 536

RETIREMENTS:
4" - AC - 173' - 1959
6" - AC - 328' - 1959
6" - PVC - 15' - 2014
FH (2-PORT) - 1959
1" SERVICE - 20 - 1959
2" SERVICE - 1 - 1959

8" SWR INCLUDED
IN THIS CONTRACT.
SEE SHT 1L.

NOTE:
50TH ST TO BE HIGHLINED BY CITY FORCES
PRIOR TO CONSTRUCTION. CITY TO FURNISH
ALL HIGHLINING MATERIALS AND PERFORM
TRANSFER OF SERVICES.



APPROVED: FOR CITY ENGINEER ELHAM LOTFI PRINT DATE NAME	DATE C91224 RCE#	DESIGNATION BY APPROVED DATE FILMED	WATER WBS B-20010 SEWER WBS B-20008 ORDERED BY DANIEL YELSITS PROJECT MANAGER ORDERED BY DANIEL YELSITS PROJECT ENGINEER 214-1737 CCS27 COORDINATE 1854-6298 CCS83 COORDINATE
CONTRACTOR INSPECTOR		NTP DATE NOC DATE	0100182-29-D

COLINA DEL SOL IMPROV 1
(WATER & SEWER)
50TH ST
SO ORANGE AV

CITY OF SAN DIEGO, CALIFORNIA
ENGINEERING & CAPITAL PROJECTS DEPARTMENT
SHEET 29 OF XX SHEETS

C-27

60% DESIGN

50TH ST

- LEGEND**
- EXISTING WATER MAIN
 - PROPOSED WATER MAIN
 - FIRE HYDRANT TO REMAIN IN SERVICE DURING CONSTRUCTION
 - ⊙ FIRE HYDRANT TO BE REPLACED
 - CITY FORCES NOTE NUMBER (THIS SHEET)
 - CITY FORCES NOTE NUMBER (PLAN & PROFILE SHT.)
 - PLAN & PROFILE "D" SHEET NUMBER
- BC --- BEFORE CONTRACTOR
AC --- AFTER CONTRACTOR

- WORK BY CITY FORCES**
- 1 BC - TEE/CROSS CUT-IN, OPEN/CLOSE VALVE(S)
AC - RECONNECT. OPEN VALVE(S)
 - 2 BC - CUT & PLUG
AC - RECONNECT
 - 3 BC - CUT AND ABANDON
 - 4 AC - WET TAP
 - 5 BC - CLOSE EX. VALVE (REPLACE IF NEEDED)
AC - OPEN EX. VALVE

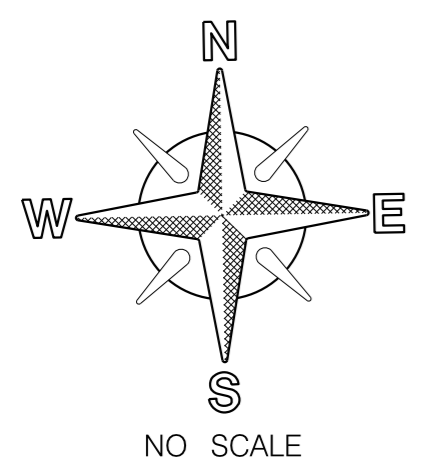
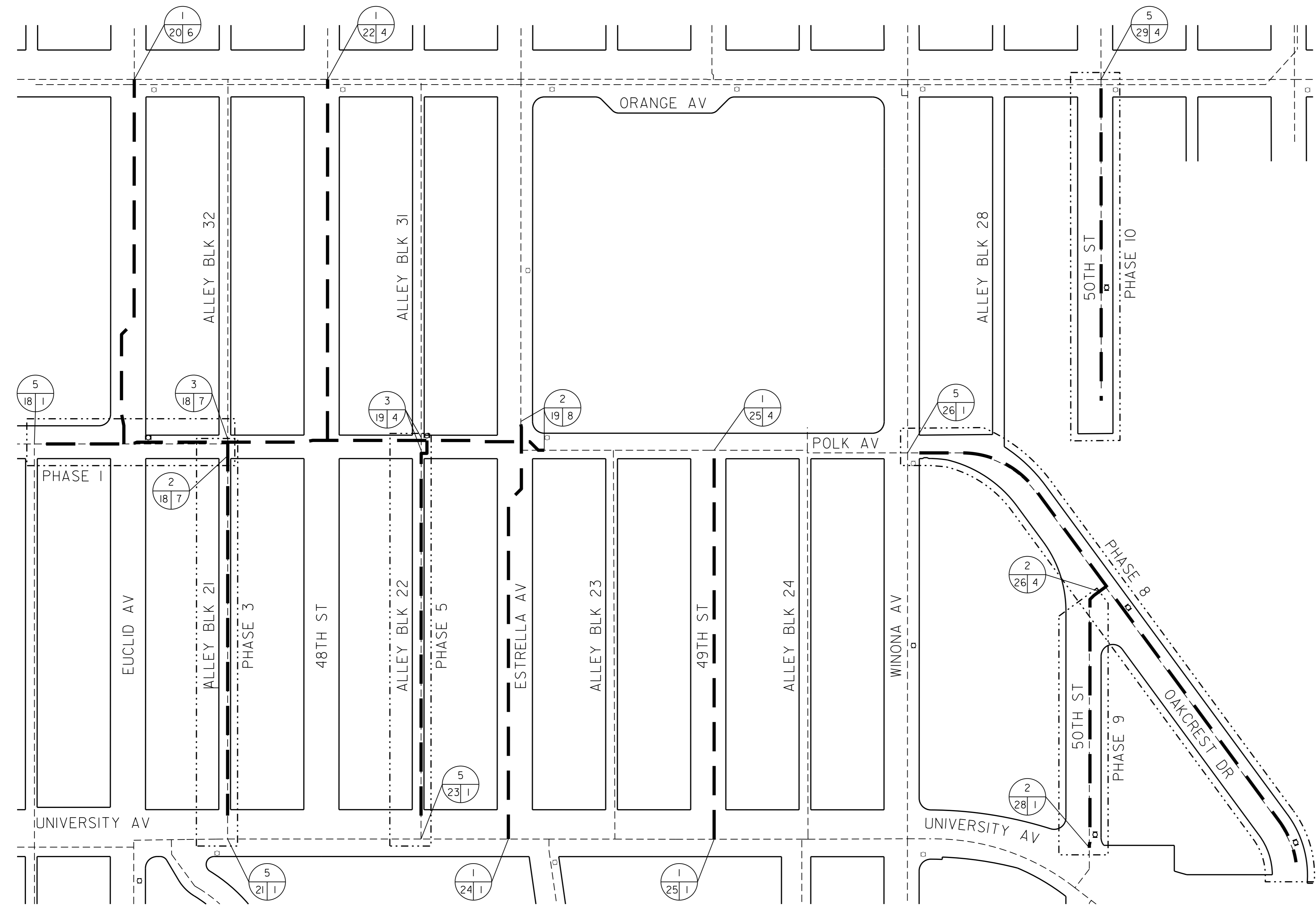
AREA TO BE HIGHLINED IN PHASES
 [Dashed Box] PHASE NO.

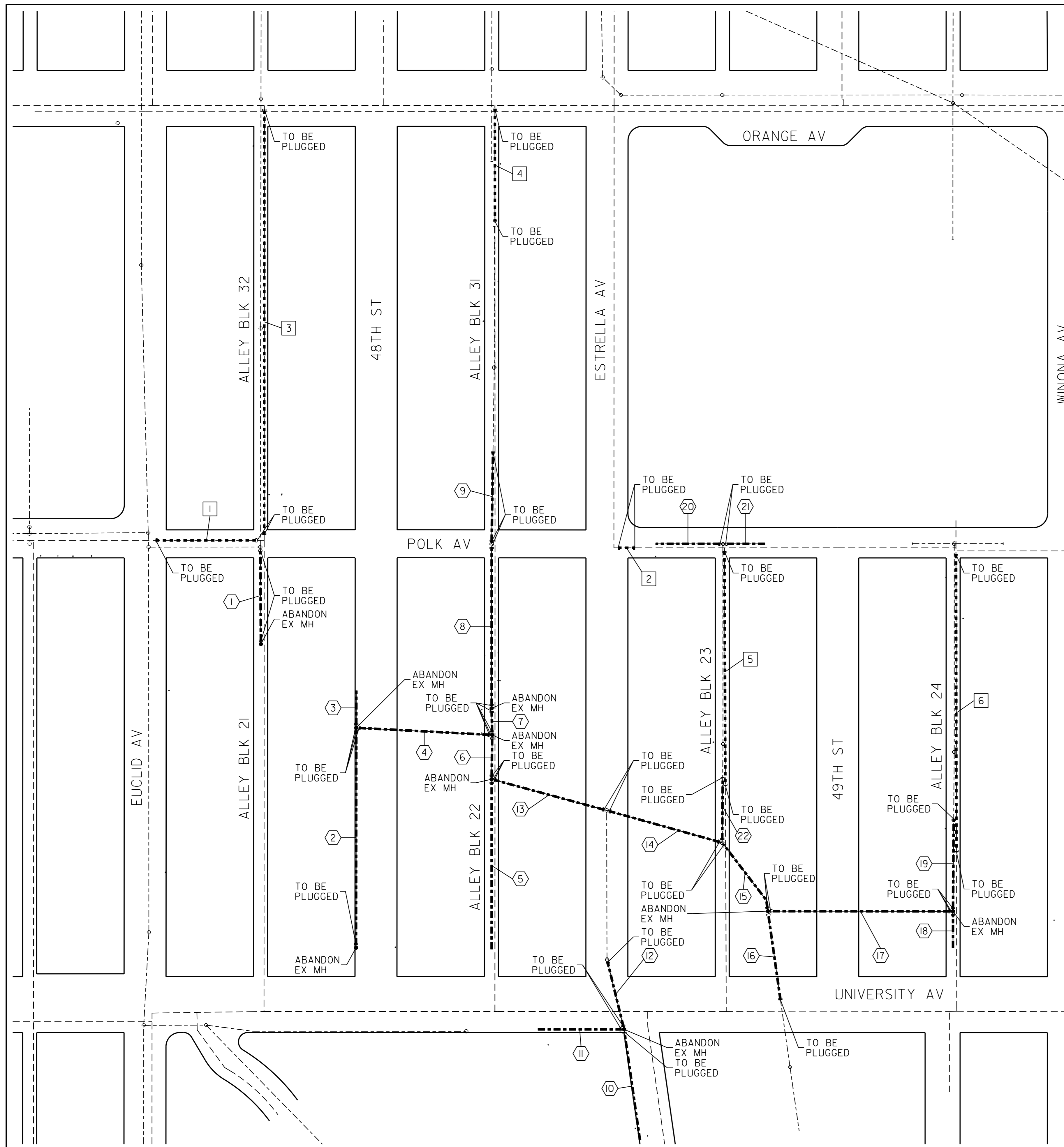
C-28

**COLINA DEL SOL IMPROV 1
(WATER & SEWER)
WORK BY CITY FORCES**

CITY OF SAN DIEGO, CALIFORNIA ENGINEERING & CAPITAL PROJECTS DEPARTMENT SHEET 30 OF XX SHEETS		WATER WBS B-20010 SEWER WBS B-20008
APPROVED: FOR CITY ENGINEER ELHAM LOTFI PRINT DCE NAME	DATE 09/22/24 RCE#	DESIGNED BY DANIEL YELSITS PROJECT MANAGER
DESCRIPTION	BY	APPROVED
ORIGINAL		
CONTRACTOR		NTP DATE
INSPECTOR		NOC DATE

SEE EACH SHEET
CCS27 COORDINATE
SEE EACH SHEET
CCS83 COORDINATE
0100182-30-D



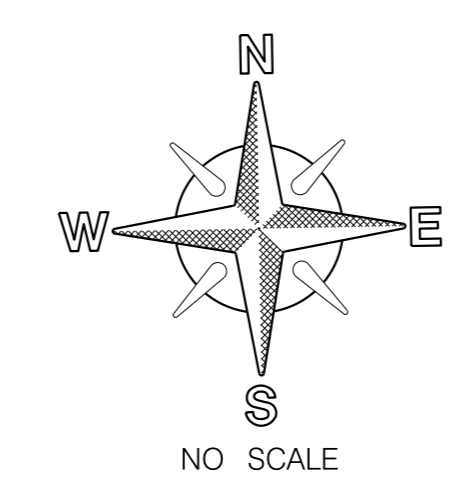


ABANDONMENT OF WATER MAINS				
NO	LOCATION	SIZE OF PIPE	MATERIAL	LENGTH LF
1	POLK AV	12"	AC	162
2	POLK AV	12"	PVC	30
3	ALLEY BLK 32	6"	AC	619
4	ALLEY BLK 31	6"	AC	166
5	ALLEY BLK 23	6"	AC	335
6	ALLEY BLK 24	6"	AC	426
TOTAL ABANDONMENT OF WATER MAINS				1,738

ABANDONMENT OF WATER MAINS				
NO	LOCATION	SIZE OF PIPE	MATERIAL	LENGTH LF
1	ALLEY BLK 21	6"	RCP	139
2	48TH ST	6"	VC	315
3	48TH ST	6"	VC	53
4	48TH ST / ESMT	8"	VC	195
5	ALLEY BLK 22	6"	VC	243
6	ALLEY BLK 22	6"	VC	63
7	ALLEY BLK 22	6"	VC	38
8	ALLEY BLK 22	6"	VC	235
9	ALLEY BLK 31	6"	VC	132
10	ESTRELLA AV	6"	VC	180
11	UNIVERSITY AV	6"	VC	123
12	ESTRELLA AV	6"	VC	103
13	ESMT / ESTRELLA AV	6"	VC	170
14	ESTRELLA AV / ESMT	6"	VC	172
15	ALLEY BLK 23 / ESMT	8"	VC	120
16	ESMT / UNIVERSITY AV	8"	VC	128
17	ESMT / 49TH ST	8"	VC	265
18	ALLEY BLK 24	6"	VC	52
19	ALLEY BLK 24	6"	VC	132
20	POLK AV	6"	VC	96
21	POLK AV	6"	VC	60
22	ALLEY BLK 23	6"	VC	93
TOTAL ABANDONMENT OF SEWER MAINS				3,107

- LEGEND**
- NO ABANDONMENT OF WATER MAIN NO.
 - NO ABANDONMENT OF SEWER MAIN NO.
 - ABANDONMENT OF WATER MAINS
 - ABANDONMENT OF SEWER MAINS
 - ABANDON EX MANHOLE
 - EXISTING WATER MAIN
 - EXISTING SEWER MAIN

RETIREMENTS:
 6" - AC - 619' - 1947
 6" - AC - 459' - 1953
 6" - AC - 516' - 1955
 12" - AC - 162' - 1980
 12" - PVC - 30' - 2005
 6" - RCP - 139' - 2017
 6" - VC - 1871' - 1952
 6" - VC - 389' - 1969
 8" - VC - 512' - 1952
 8" - VC - 195' - 1969
 MH - 4X3 - 4 - 1952
 MH - 4X3 - 3 - 1969
 MH - 4X3 - 1 - 2017



C-29

**COLINA DEL SOL IMPROV 1
(WATER & SEWER)
SEWER & WATER ABANDONMENT**

CITY OF SAN DIEGO, CALIFORNIA ENGINEERING & CAPITAL PROJECTS DEPARTMENT SHEET 31 OF XX SHEETS		WATER WBS B-20010 SEWER WBS B-20008
FOR CITY ENGINEER ELHAM LOTFI PRINT DATE NAME	DATE 09/22/24 RCE#	DESIGNED BY DANIEL YELSITS PROJECT MANAGER
DESCRIPTION	BY	APPROVED
ORIGINAL	BY	DATE
		FILMED
SEE EACH SHEET CCS27 COORDINATE		SEE EACH SHEET CCS83 COORDINATE
CONTRACTOR		NTP DATE
INSPECTOR		NOC DATE
0100182-31-D		

60% DESIGN

RESERVE FOR HORIZONTAL
ALIGNMENT REPORTS

C-32

COLINA DEL SOL IMPROV 1
(WATER & SEWER)
HORIZONTAL ALIGNMENT REPORTS

CITY OF SAN DIEGO, CALIFORNIA
ENGINEERING & CAPITAL PROJECTS DEPARTMENT
SHEET 34 OF XX SHEETS

WATER WBS B-20010
SEWER WBS B-20008

APPROVED: _____ DATE _____
FOR CITY ENGINEER _____
ELHAM LOTFI _____
PRINT DCE NAME _____ RCE# _____

DESIGNED BY: DANIEL YELSITS
PROJECT MANAGER

CHECKED BY: DANIEL YELSITS
PROJECT ENGINEER

DESCRIPTION	BY	APPROVED	DATE	FILMED
ORIGINAL	DY			

SEE EACH SHEET
CCS27 COORDINATE

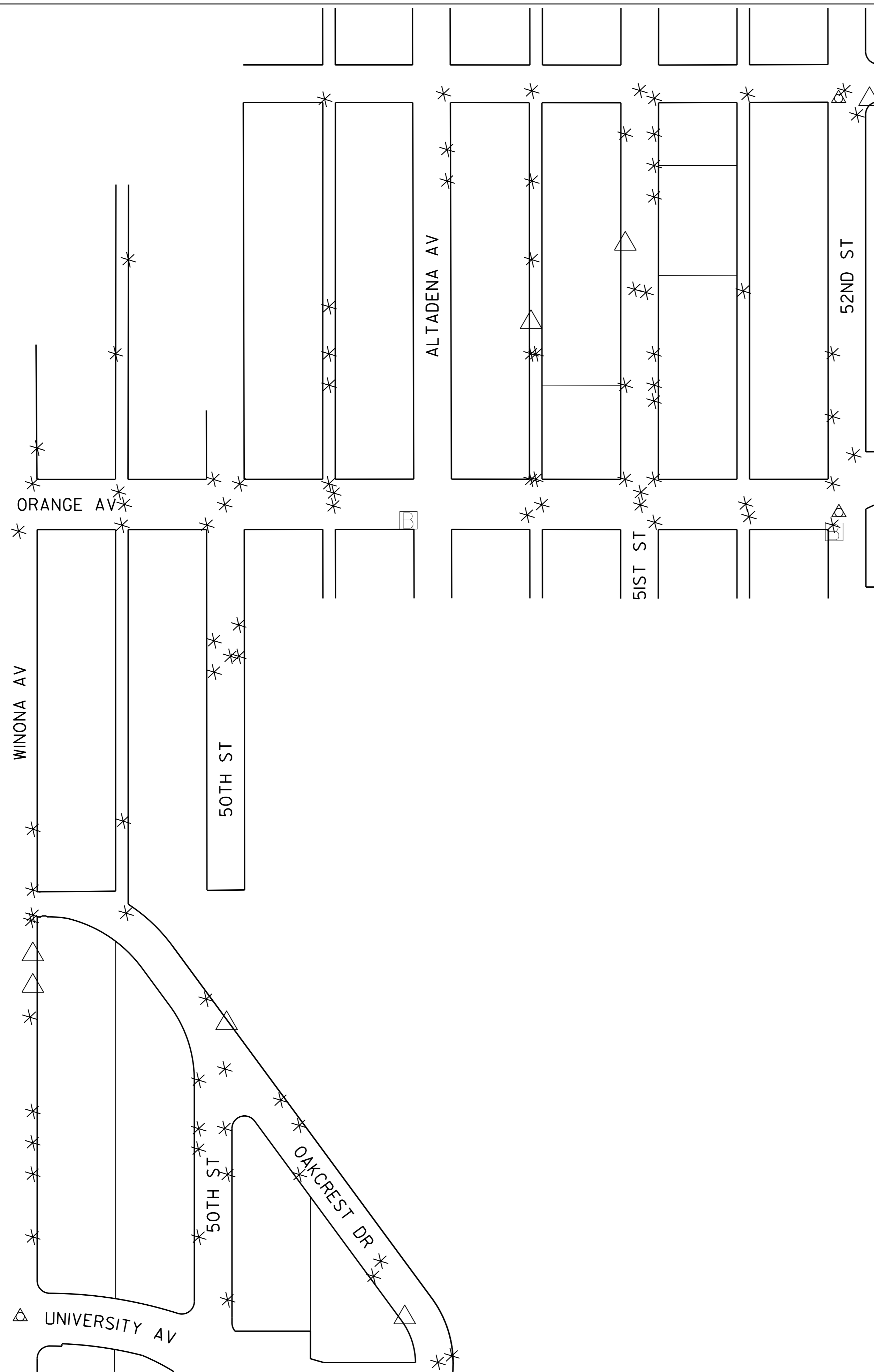
SEE EACH SHEET
CCS83 COORDINATE

CONTRACTOR _____ NTP DATE _____
INSPECTOR _____ NOC DATE _____

0100182-34-D

60% DESIGN

HORIZONTAL ALIGNMENT REPORTS



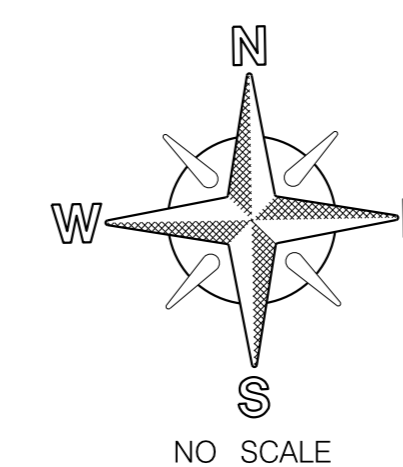
MONUMENTATION / SURVEY NOTES

THIS MAP WAS CREATED FROM A PARCEL LAYER AND DOES NOT DEPICT THE ACTUAL LOCATION OF THE PROPERTY LINES. NO BOUNDARY ANALYSIS WAS PERFORMED. THE SURVEY MONUMENTS HAVE BEEN LOCATED BY SURVEY GRADE MEASUREMENTS, AND ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY.

THE CITY OF SAN DIEGO LAND SURVEYORS SHALL REPLACE SUCH MONUMENTS WITH APPROPRIATE MONUMENTS. WHEN SETTING SURVEY MONUMENTS USED FOR RE-ESTABLISHMENT OF THE DISTURBED CONTROLLING SURVEY MONUMENTS AS REQUIRED BY SECTIONS 6730.2 AND 8771 OF THE BUSINESS AND PROFESSIONS CODE OF THE STATE OF CALIFORNIA, A CORNER RECORD OR RECORD OF SURVEY, AS APPROPRIATE, SHALL BE FILED WITH THE COUNTY SURVEYOR.

IF ANY HORIZONTAL OR VERTICAL CONTROL IS TO BE DISTURBED OR DESTROYED, THE CITY OF SAN DIEGO FIELD SURVEY SECTION SHALL BE NOTIFIED IN WRITING AT LEAST 7 DAYS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF REPLACING ANY HORIZONTAL CONTROL AND VERTICAL CONTROL BENCHMARKS DESTROYED BY THE CONSTRUCTION IF THE CITY OF SAN DIEGO SURVEY SECTION IS NOT NOTIFIED PRIOR TO CONSTRUCTION. THE FILING OF A CORNER RECORD OR RECORD OF SURVEY, AS APPROPRIATE SHALL BE FILED WITH COUNTY SURVEYOR. A COPY OF THE FILED DOCUMENT SHALL BE FURNISHED TO THE CITY OF SAN DIEGO SURVEY SECTION.

LEGEND	
*	LOCATION OF EXISTING SURVEY MONUMENT
△	LOCATION OF EXISTING M-10A, M-10B, M-10C
□	LOCATION OF SURVEY BENCH MARK
⊕	LOCATION OF FOUND GPS POINT
△	LOCATION OF FOUND EVIDENCE OF MONUMENT



C-34

**COLINA DEL SOL IMPROV 1
(WATER & SEWER)
SURVEY MONUMENT SHEET**

CITY OF SAN DIEGO, CALIFORNIA
ENGINEERING & CAPITAL PROJECTS DEPARTMENT
SHEET 36 OF XX SHEETS

WATER WBS B-20010
SEWER WBS B-20008

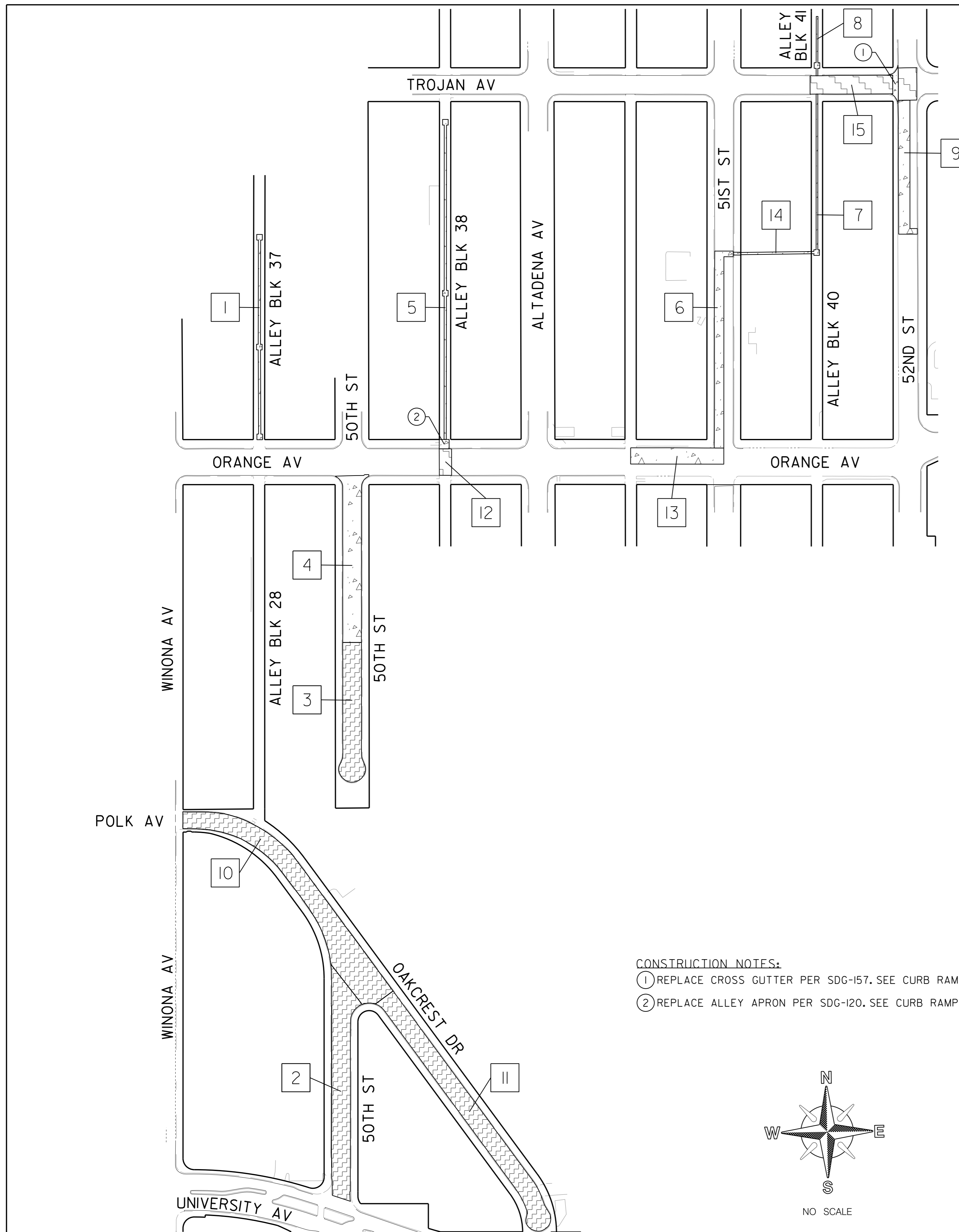
APPROVED: _____ DATE _____
FOR CITY ENGINEER ELHAM LOTFI PRINT DCE NAME RCE# _____
SUBMITTED BY: DANIEL YELSITS PROJECT MANAGER
CHECKED BY: DANIEL YELSITS PROJECT ENGINEER

DESCRIPTION	BY	APPROVED	DATE	FILED
ORIGINAL	dy			

SEE EACH SHEET
CCS27 COORDINATE
SEE EACH SHEET
CCS83 COORDINATE

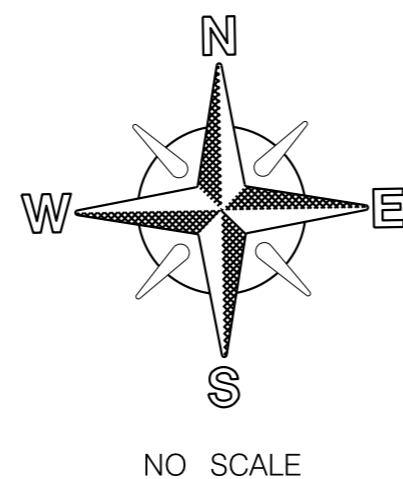
CONTRACTOR _____ NTP DATE _____
INSPECTOR _____ NOC DATE _____
0100182-36-D

SURVEY MONUMENT SHEET



CONSTRUCTION NOTES:

- ① REPLACE CROSS GUTTER PER SDG-157. SEE CURB RAMP SHEETS.
- ② REPLACE ALLEY APRON PER SDG-120. SEE CURB RAMP SHEETS.



PAVING SCHEDULE NOTES							
NO.	LOCATION	STREET SEGMENT ID	OCI	RESTORATION REQUIRED	LENGTH (FT)	WIDTH (FT)	APPROX. AREA (SF)
1	ALLEY BLK 37 N/O POLK AV	SA-121706	UNK	CONCRETE PAVEMENT REPLACEMENT	365	TRENCH WIDTH	1,638
2	50TH ST BETWEEN UNIVERSITY AV AND OAKCREST DR	SS-001191	18	SLURRY SEAL TYPE I OVER II	392	33	13,504
3	50TH ST BETWEEN BEGIN AND ORANGE AV	SS-001190	26	SLURRY SEAL TYPE I OVER II	248	34	8,492
4	50TH ST BETWEEN BEGIN AND ORANGE AV	SS-00190	26	CONCRETE PAVEMENT REPLACEMENT	275	34	9,122
5	ALLEY BLK 38 BETWEEN ORANGE AV AND TROJAN AV	SA-001036	29	CONCRETE PAVEMENT REPLACEMENT	568	TRENCH WIDTH	2,393
6	51ST ST N/O ORANGE AV	SS-001217	30	CONCRETE PAVEMENT REPLACEMENT	350	17	5,990
7	ALLEY BLK 40 S/O TROJAN AV	SA-001058	70	CONCRETE PAVEMENT REPLACEMENT	286	TRENCH WIDTH	947
8	ALLEY BLK 41 N/O TROJAN AV	SA-001057	72	CONCRETE PAVEMENT REPLACEMENT	105	TRENCH WIDTH	386
9	52ND ST S/O TROJAN AV	SS-001236	35	CONCRETE PAVEMENT REPLACEMENT	238	21	4,993
10	OAKCREST DR BETWEEN POLK AV AND 50TH ST	SS-020228	84	SLURRY SEAL TYPE I OVER II	505	34	20,038
11	OAKCREST DR BETWEEN 50TH ST AND BEGIN	SA-020229	37	SLURRY SEAL TYPE I OVER II	504	34	16,825
12	ORANGE AV ORANGE AV & ALLEY BLK 38	SS-020632	44	SLURRY SEAL TYPE II OVER III	22	47	1,027
13	ORANGE AV BETWEEN ALLEY BLK 39 AND 51ST ST	SS-020633	74	CONCRETE PAVEMENT REPLACEMENT	165	29	4,766
14	PVT DRIVEWAY BETWEEN 51ST ST AND ALLEY BLK 40	PVT	NA	CONCRETE PAVEMENT REPLACEMENT			
15	TROJAN AV BETWEEN ALLEY BLK 41 AND 52ND ST	SS-026878	80	SLURRY SEAL TYPE II OVER III	190	33	6,744
TOTAL AREA OF SLURRY SEAL TYPE I OVER II							86,643 SF
TOTAL AREA OF SLURRY SEAL TYPE II OVER III							46,673 SF
TOTAL AREA OF CONCRETE PAVEMENT REPLACEMENT							49,152 SF
TOTAL AREA OF CONCRETE CROSS GUTTER							504 SF
TOTAL AREA OF CONCRETE ALLEY APRON							295 SF

LEGEND	
	APPROX. LIMITS OF SLURRY SEAL TYPE I OVER II
	APPROX. LIMITS OF SLURRY SEAL TYPE II OVER III
	APPROX. LIMITS OF CONCRETE PAVEMENT REPLACEMENT
	APPROX. LIMITS OF CONCRETE CROSS GUTTER

C-36

**COLINA DEL SOL IMPROV 1
(WATER & SEWER)
STREET RESURFACING PLAN**

CITY OF SAN DIEGO, CALIFORNIA ENGINEERING & CAPITAL PROJECTS DEPARTMENT SHEET 38 OF XX SHEETS				WATER WBS B-20010 SEWER WBS B-20008
APPROVED FOR CITY ENGINEER ELHAM LOTFI PRINT DATE NAME	DATE C9/22/24 PCE#	DESIGNED BY DANIEL YELSITS PROJECT MANAGER		PROJECT ENGINEER DANIEL YELSITS
DESCRIPTION	BY	APPROVED	DATE	FILED
ORIGINAL				
SEE EACH SHEET CCS27 COORDINATE				SEE EACH SHEET CCS83 COORDINATE
CONTRACTOR				NTP DATE
INSPECTOR				NOC DATE
				0100182-38-D

COMPENSATION AND FEE SCHEDULE

COMPENSATION FEE SCHEDULE

EXHIBIT B

Task	Description	Principal \$330.00	Project Manager \$306.00	Senior Engineer \$236.00	Associate Engineer II \$195.00	Associate Engineer I \$166.00	Associate Engineer \$130.00	Project Accountant \$137.00	Total Hours	Total Labor	Total Cost	SUBCONSULTANTS				Allowance	TOTAL COSTS	
												BLC	AGE	VSC	RESI			
												Cost	Cost	Cost	Cost			
Task 1	Project Management																	
1.1	Project Management Support	4	32					32	68	\$ 15,496	\$ 15,496	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,496
1.2	Project Meetings (budget included in Task 2)								0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1.3	Design Schedule and Budget Controls		16						16	\$ 4,896	\$ 4,896	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,896
1.4	Maintain Design Schedule		20						20	\$ 6,120	\$ 6,120	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,120
1.5	Progress Reports		40					51	91	\$ 19,227	\$ 19,227	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,227
1.6	Project Coordination		30						30	\$ 9,180	\$ 9,180	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,180
1.7	Quality Management	2	8	2					12	\$ 3,580	\$ 3,580	\$ 3,280	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,860
	TASK SUBTOTAL	6	146	2	0	0	0	83	237	\$ 58,499	\$ 58,499	\$ 3,280	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 61,779
Task 2	Project Design Meetings																	
2.1	Kick-off Meeting		4	2					6	\$ 1,696	\$ 1,696	\$ -	\$ -	\$ 260	\$ -	\$ -	\$ -	\$ 1,956
2.2	Monthly Progress Meetings		40	20					60	\$ 16,960	\$ 16,960	\$ 5,100	\$ -	\$ 1,560	\$ -	\$ -	\$ -	\$ 23,620
2.3	Submittal Meetings		6	3					9	\$ 2,544	\$ 2,544	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,544
2.4	PUD Design Coordination Meetings		6	3					9	\$ 2,544	\$ 2,544	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,544
2.5	City Constructability Review Meeting		2	2					4	\$ 1,084	\$ 1,084	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,084
2.6	CIP Access Law Design Compliance Meetings		8	8					16	\$ 4,336	\$ 4,336	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,336
2.7	QA/QC Meetings		10	7					17	\$ 4,712	\$ 4,712	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,712
2.8	Survey Meetings		6	3					9	\$ 2,544	\$ 2,544	\$ 1,640	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,184
2.9	Design Team Meetings		20	20					40	\$ 10,840	\$ 10,840	\$ 11,180	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22,020
	TASK SUBTOTAL	0	102	68	0	0	0	0	170	\$ 47,260	\$ 47,260	\$ 17,920	\$ -	\$ 1,820	\$ -	\$ -	\$ -	\$ 67,000
Task 3	Water Service and Sewer Lateral Replumb																	
3.1	Survey Review			4		8		16	28	\$ 4,352	\$ 4,352	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,352
3.2	Utility Mapping Review			10		30			40	\$ 7,340	\$ 7,340	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,340
3.3	Site Investigation		8	80				124	212	\$ 37,448	\$ 37,448	\$ 45,600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 83,048
3.4	Replumb Detail Design (budget included in Tasks 7, 8, 9)								0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3.5	Replumb Progress Tracking Spreadsheet		12	40					52	\$ 13,112	\$ 13,112	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,112
3.6	Preliminary Investigation Letters		8	8				131	147	\$ 21,366	\$ 21,366	\$ -	\$ -	\$ 5,040	\$ -	\$ -	\$ -	\$ 26,406
3.7	Replumb Location Map Exhibits			16		32		52	100	\$ 15,848	\$ 15,848	\$ 16,980	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 32,828
3.8	Replumb Agreement Packages		8	20				60	88	\$ 14,968	\$ 14,968	\$ -	\$ -	\$ 72,800	\$ -	\$ -	\$ -	\$ 87,768
	TASK SUBTOTAL	0	36	178	0	70	383	0	667	\$ 114,434	\$ 114,434	\$ 62,580	\$ -	\$ 77,840	\$ -	\$ -	\$ -	\$ 254,854
Task 4	Curb Ramp Design																	
4.1	Survey Review			4		16		24	44	\$ 6,720	\$ 6,720	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,720
4.2	Site Investigation			14		40		40	94	\$ 15,144	\$ 15,144	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,144
4.3.1	Curb Ramp Deviation From Standard Form (budget included in Tasks 7, 8, 9)								0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4.3.2	Curb Ramp Location Plans (budget included in Tasks 7, 8, 9)								0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4.3.3	Curb Ramp Details Sheets (budget included in Tasks 7, 8, 9)								0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	TASK SUBTOTAL	0	0	18	0	56	64	0	138	\$ 21,864	\$ 21,864	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,864
Task 5	Geotechnical Investigation																	
5.1	Report of Geotechnical Investigation								0	\$ -	\$ -	\$ -	\$ 50,856	\$ -	\$ -	\$ -	\$ -	\$ 50,856
5.2	Pipe Loading/Deflection Calculations								0	\$ -	\$ -	\$ 4,220	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,220
5.3	Subconsultant Coordination			8					8	\$ 1,888	\$ 1,888	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,888
	TASK SUBTOTAL	0	0	8	0	0	0	0	8	\$ 1,888	\$ 1,888	\$ 4,220	\$ 50,856	\$ -	\$ -	\$ -	\$ -	\$ 56,964
Task 6	Trenchless Design																	
6.1	Draft Trenchless Memo								0	\$ -	\$ -	\$ 14,640	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,640
6.2	Final Trenchless Memo								0	\$ -	\$ -	\$ 3,570	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,570
	TASK SUBTOTAL	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ 18,210	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,210
Task 7	60% Design Submittal																	
7.1	60% Design Drawings			60		130		201	391	\$ 61,870	\$ 61,870	\$ 57,180	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 119,050
7.2	60% Engineer's Estimate of Probable Cost			4		8		24	36	\$ 5,392	\$ 5,392	\$ 8,540	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,932
7.3	60% Quality Control Review		10		16				26	\$ 6,180	\$ 6,180	\$ 6,560	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,740
	TASK SUBTOTAL	0	10	64	16	138	225	0	453	\$ 73,442	\$ 73,442	\$ 72,280	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 145,722

COMPENSATION FEE SCHEDULE

EXHIBIT B

Task	Description	Principal	Project Manager	Senior Engineer	Associate Engineer II	Associate Engineer I	Associate Engineer	Project Accountant	Total Hours	Total Labor	Total Cost	SUBCONSULTANTS				Allowance	TOTAL COSTS
												BLC	AGE	VSC	RESI		
												Cost	Cost	Cost	Cost		
Task 8 100% Design Submittal		\$330.00	\$306.00	\$236.00	\$195.00	\$166.00	\$130.00	\$137.00									
8.1	100% Design Drawings			38		80	120		238	\$ 37,848	\$ 37,848	\$ 31,320	\$ -	\$ -	\$ -	\$ -	\$ 69,168
8.2	100% Supplement to Special Provisions			10					10	\$ 2,360	\$ 2,360	\$ 6,860	\$ -	\$ -	\$ -	\$ -	\$ 9,220
8.3	100% Engineer's Estimate of Probable Cost			4			24		28	\$ 4,064	\$ 4,064	\$ 11,880	\$ -	\$ -	\$ -	\$ -	\$ 15,944
8.4	100% Response to 60% Comments			4	8	8			20	\$ 3,832	\$ 3,832	\$ 4,220	\$ -	\$ -	\$ -	\$ -	\$ 8,052
8.5	100% Quality Control Review			8	8				16	\$ 4,008	\$ 4,008	\$ 6,560	\$ -	\$ -	\$ -	\$ -	\$ 10,568
	TASK SUBTOTAL	0	8	56	16	88	144	0	312	\$ 52,112	\$ 52,112	\$ 60,840	\$ -	\$ -	\$ -	\$ -	\$ 112,952
Task 9 Final Design Drawings																	
9.1	Final Design Drawings			24		40	70		134	\$ 21,404	\$ 21,404	\$ 16,210	\$ -	\$ -	\$ -	\$ -	\$ 37,614
9.2	Final Supplement to Special Provisions			4	4				8	\$ 1,724	\$ 1,724	\$ 3,140	\$ -	\$ -	\$ -	\$ -	\$ 4,864
9.3	Final Engineer's Estimate of Probable Cost			2	8				10	\$ 2,032	\$ 2,032	\$ 5,740	\$ -	\$ -	\$ -	\$ -	\$ 7,772
9.4	Final Responses to 100% comments			6	12	12			30	\$ 5,748	\$ 5,748	\$ 4,220	\$ -	\$ -	\$ -	\$ -	\$ 9,968
9.5	Final Quality Control Review			4	8				12	\$ 2,784	\$ 2,784	\$ 2,460	\$ -	\$ -	\$ -	\$ -	\$ 5,244
	TASK SUBTOTAL	0	4	36	32	52	70	0	194	\$ 33,692	\$ 33,692	\$ 31,770	\$ -	\$ -	\$ -	\$ -	\$ 65,462
Task 10 Bid and Award																	
10.1	Technical Support			12	0				12	\$ 3,672	\$ 3,672	\$ 1,960	\$ -	\$ -	\$ -	\$ -	\$ 5,632
10.2	Bidder's Questions (assume up to 15)			8	20				28	\$ 7,168	\$ 7,168	\$ 1,225	\$ -	\$ -	\$ -	\$ -	\$ 8,393
10.3	Addenda to Contract Documents (assume up to 4)			8	12				20	\$ 5,280	\$ 5,280	\$ 980	\$ -	\$ -	\$ -	\$ -	\$ 6,260
	TASK SUBTOTAL	0	28	32	0	0	0	0	60	\$ 16,120	\$ 16,120	\$ 4,165	\$ -	\$ -	\$ -	\$ -	\$ 20,285
Task 11 Construction Support																	
11.1	Construction Meetings			20					20	\$ 6,120	\$ 6,120	\$ 3,240	\$ -	\$ -	\$ -	\$ -	\$ 9,360
11.2	Contractor Submittal Reviews (assume up to 10)				10	10			20	\$ 4,020	\$ 4,020	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,020
11.3	Requests for Information / Clarification (RFIs/RFCs) (assume up to 10)				10	20			30	\$ 5,680	\$ 5,680	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,680
11.4	Change Order Preparation Assistance (assume up to 5)			20					20	\$ 6,120	\$ 6,120	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,120
11.5	As-built Drawings				10	35			45	\$ 8,170	\$ 8,170	\$ 4,810	\$ -	\$ -	\$ -	\$ -	\$ 12,980
	TASK SUBTOTAL	0	40	30	0	65	0	0	135	\$ 30,110	\$ 30,110	\$ 8,050	\$ -	\$ -	\$ -	\$ -	\$ 38,160
Task 12 Revegetation Plan																	
12.1	Field Reconnaissance Review								0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,290	\$ -	\$ 2,290
12.2	60% Revegetation Plan								0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,180	\$ -	\$ 11,180
12.3	100% Revegetation Plan								0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,593	\$ -	\$ 2,593
12.4	Final Revegetation Plan								0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,907	\$ -	\$ 1,907
12.5	Bid Support								0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 650	\$ -	\$ 650
12.6	Construction Administration								0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,105	\$ -	\$ 2,105
	TASK SUBTOTAL	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,725	\$ -	\$ 20,725
Task 13 Services with Prior Approval																	
13.1	Community Outreach											\$ -	\$ -	\$ -	\$ -	\$ 3,988	\$ 3,988
13.2	Trenchless Design Drawings											\$ 13,360	\$ -	\$ -	\$ -	\$ -	\$ 13,360
13.3	Additional As-Needed Services											\$ -	\$ -	\$ -	\$ -	\$ 98,500	\$ 98,500
	TASK SUBTOTAL											\$ 13,360	\$ -	\$ -	\$ -	\$ 102,488	\$ 115,848

Scope of Services Total	2,374	\$ 449,421	\$ 449,421	\$ 283,315	\$ 50,856	\$ 79,660	\$ 20,725	\$ -	\$ 883,977
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Additional Services				\$ 13,360	\$ -	\$ -	\$ -	\$ 102,488	\$ 115,848
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Total	\$ 999,825
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TIME SCHEDULE

Time Schedule

ID	Task Name	Duration	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	
1	Notice to Proceed (NTP)	1 day																					
2	Complete Subcontracts	5 days																					
3	Task 1.0 - Project Management	1248 days																					
4	1.1 Project Management Support	1132 days																					
5	1.2 Project Meetings	395 days																					
6	1.3 Design Schedule & Budget Controls	395 days																					
7	1.4 Maintain Design Schedule	395 days																					
8	1.5 Progress Reports	1248 days																					
9	1.6 Project Coordination	1132 days																					
10	1.7 Quality Management	370 days																					
11	Task 2.0 - Project Design Meetings	400 days																					
12	2.1 Kick-Off Meeting	5 days																					
13	2.2 Monthly Progress Meetings	395 days																					
14	2.8 Design Team Meetings	395 days																					
15	Task 3.0 - Water Service and Sewer Lateral Replumb	393 days																					
16	3.1 Survey Review	10 days																					
17	3.2 Utility Mapping Review	15 days																					
18	3.3 Site Investigation	80 days																					
19	Site Visit with City's QA/QC Reviewers	5 days																					
20	3.4 Detail Design (included with 60%, 100%, Final des	165 days																					
21	3.5 Replumb Progress Tracking Spreadsheet	393 days																					

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

Time Schedule

ID	Task Name	Duration	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	
42	3.6 Preliminary Investigation Letter	22 days		■																			
43	Second Letter	22 days		■																			
44	Final Notice	22 days			■																		
45	3.7 Replumb Location Map Exhibits	20 days		■																			
46	3.8 Replumb Agreements and Permit Packages	120 days							┌───────────┐														
47	Prepare Agreement Packages	5 days							■														
48	City Review	10 days							■														
49	Mail Agreements	5 days							■														
50	Coordinate Agreement Approvals	100 days							───────────														
51	Task 4.0 - Curb Ramp Design	330 days	┌──────────────────────────────────┐																				
52	4.1 Survey Review	10 days	■																				
53	4.2 Site Investigation	20 days		■																			
54	Preliminary CIP Access Law Design Compliance Meeting	5 days		■																			
55	4.3.1 Curb Ramp Deviation From Standard Form	20 days			■																		
56	4.3.2 Curb Ramp Location Plans (included with 60%,	215 days				───────────																	
57	4.3.3 Curb Ramp Details Sheets (included with 60%,	215 days				───────────																	
58	Task 5.0 - Geotechnical Investigation	230 days	┌──────────────────────────────────┐																				
59	5.1 Report of Geotechnical Investigation	230 days	┌──────────────────────────────────┐																				
60	5.1.1 Information Review	5 days	■																				
61	5.1.2 Field Reconnaissance, Planning, Permitting &	30 days		■																			
62	5.1.3 Field Exploration Program	30 days			■																		

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

Time Schedule

ID	Task Name	Duration	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	
84	8.1 100% Design Drawings	30 days					■																
85	8.2 100% Supplement to Special Provisions	10 days					■																
86	8.3 100% Engineer's Estimate	10 days					■																
87	8.4 Response to Comments	15 days				■																	
88	8.5 100% Quality Control Review	10 days					■																
89	City Drawing Coordination	15 days					■																
90	100% Submittal Meeting	5 days					■																
91	100% Design Submittal	0 days					◆																
92	City Review (100% Design)	30 days					■																
93	100% PUD Design Coordination Meeting	5 days					■																
94	100% CIP Access Law Design Compliance Meeting	5 days					■																
95	100% QA/QC Meeting	5 days					■																
96	100% Survey Meeting	5 days					■																
97	100% City Constructability Review Meeting	5 days					■																
98	Task 9.0 - Final Design Submittal	85 days					┌																
99	9.1 Final Design Drawings	20 days					■																
100	9.2 Final Supplement to Special Provisions	5 days					■																
101	9.3 Final Engineer's Estimate	5 days					■																
102	9.4 Response to Comments	10 days					■																
103	9.5 Final Quality Control Review	10 days					■																
104	City Drawing Coordination	15 days					■																

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

Time Schedule

ID	Task Name	Duration	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	
105	Final Submittal Meeting	5 days							■														
106	Final Design Submittal	0 days							◆														
107	Final PUD Design Coordination Meeting	5 days							■														
108	Final CIP Access Law Design Compliance Meeting	5 days							■														
109	Final QA/QC Meeting	5 days							■														
110	Final Survey Meeting	5 days							■														
111	City Approval	20 days							■														
112	Task 10 - Bid and Award (6 months)	120 days							┌───┐														
115	Task 11 - Construction Support (34 months)	738 days																					
125	Task 12 - Revegetation Plan	1054 days																					
126	12.1 Field Reconnaissance Review	5 days	■																				
127	12.2 60% Revegetation Plan	30 days			■																		
128	12.3 100% Revegetation Plan	30 days				■																	
129	12.4 Final Revegetation Plan	20 days						■															
130	12.5 Bid Support	120 days							■														
131	12.6 Construction Administration	609 days																					

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

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

CONSULTANT REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

V. **Maintaining Participation Levels.**

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

VI. **Definitions.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VII. Certifications.

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

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

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

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

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

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

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

VIII. List of Attachments.

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

DISCLOSURE OF DISCRIMINATION COMPLAINTS

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

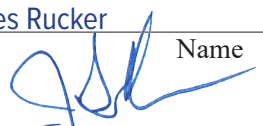
CHECK ONE BOX ONLY.

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

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/REMEDIAL ACTION TAKEN
Within the last ten (10) years, T.Y. Lin International (TYLin) has not been the subject of a complaint filed in a legal administrative proceeding alleging discrimination against its employees, subcontractors, vendors or suppliers. Additionally, TYLin is not listed as the subject of any pending action in a legal administrative proceeding alleging discrimination against its employees, subcontractors, vendors or suppliers.					

Consultant Name T.Y. Lin International

Certified By James Rucker Title Vice President


 Name
 Signature

Date July 21, 2022

USE ADDITIONAL FORMS AS NECESSARY



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. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

NO OTHER FORMS WILL BE ACCEPTED

CONTRACTOR IDENTIFICATION

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

Name of Company: 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.mcleod@tylin.com

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

Check the box above that applies to this WFR.

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

I, the undersigned representative of 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 21st day of July, 2022.

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: July 21, 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	5	3	2	4				1	26	12		1
A&E, Science, Computer														
Technical		2			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	3	7	4	3	7	0	0	0	1	31	13	0	2
--------------------	---	---	---	---	---	---	---	---	---	---	----	----	---	---

Grand Total All Employees	71
---------------------------	----

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

Disabled												1	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

Professional

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

Architecture & Engineering, Science, Computer

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

Technical

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

Sales

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

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers

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

Services

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

Crafts

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

Vehicle and Mobile Equipment Mechanics,
Installers, and Repairers
Woodworkers

Operative Workers

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

Transportation

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

Laborers

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

SUBCONTRACTOR PARTICIPATION LIST

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

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

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

NAME AND ADDRESS SUBCONTRACTORS	SCOPE OF SERVICES	PERCENT OF CONTRACT	SLBE/ELBE (MBE/ WBE/DBE/ DVBE/OBE*)	WHERE CERTIFIED**
Blue Lake Civil 7746 Blue Lake Drive, San Diego CA	Civil Design	28.3%	SLBE DBE/WBE	City of San Diego CPUC/CPUC
Allied Geotechnical Engineers 9500 Cuyamaca Street, Ste 102 Santee CA	Geotechnical Engineering	5.0%	SLBE	City of San Diego
Vic Salazar Communications 5205 Kearny Villa Way, #107, San Diego CA	Community Outreach	7.9%	SLBE/ELBE DBE/MBE	City of San Diego Caltrans/Supplier Clearinghouse
Reddy Engineering Services, Inc. 3160 Camino del Rio South, #103, San Diego CA	Landscape Design	2.0%	SLBE	City of San Diego

List of Abbreviations:

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

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

- 1. Department / Board / Commission / Agency Name: Engineering & Capital Projects
- 2. Name of Specific Consultant & Company: T.Y. Lin International
- 3. Address, City, State, ZIP 404 Camino Del Rio S. San Diego, CA 92108
- 4. Project Title (as shown on 1472, "Request for Council Action") Award Contract H2226089 with T.Y. Lin International for the Colina Del Sol Improv 1
- 5. Consultant Duties for Project: Provide design and construction support engineering services.

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

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

- or -

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

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

- or -

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

By: Jason Grani
Jason Grani, Assistant Deputy Director

5/01/23
[Date]

DEFINITION OF “CONSULTANT”

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

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

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

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

1/28/2006

CITY OF SAN DIEGO CONSULTANT PERFORMANCE EVALUATION

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

Section I PROJECT INFORMATION

1. PROJECT DATA	2. CONSULTANT DATA
1a. Project (title, location):	2a. Name, address, phone & email of Consultant:
1b. Brief Description:	2b. Consultant’s Project Manager:
1c. Contract Amount: \$ WBS/IO:	Phone: () Email:
3. CITY DEPARTMENT RESPONSIBLE	
3a. Department (include Division): 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 Colina Del Sol Improv 1 (Water & Sewer) – Contract (H2226089)

B. BIDDER PROPOSER INFORMATION

T.Y. Lin International

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

Gregory Campbell, PE	Project Principal/Vice President
Name	Title/Position
San Diego, 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	

Ray Fares, PE	Vice President
Name	Title/Position
Alhambra, 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	

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	

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.: Tom Price

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: \$283,315

Requirements of Contract: Civil Design

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

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 11/28/2022

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).

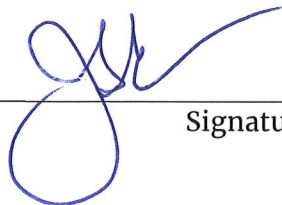
(c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).

(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

3/10/23
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 TYLin, 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:	\$50,856
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:	\$79,660
Requirements of Contract:	Community Outreach
What portion of work will be assigned to this subcontractor:	Community 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		3/10/23
Print Name, Title	Signature	Date

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

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

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

Exhibit G | J. Continued

Company Name: Reddy Engineering Services, Inc.
 Contact Name and Phone Number: David Preciado, Principal | 619-887-0833
 Contact Email: david@reddyengineering.com
 Address: 3160 Camino del Rio South, #103, San Diego CA 92108
 Contract Date: TBD
 Sub-Contract Dollar Amount: \$20,725
 Requirements of Contract: Landscape Design
 What portion of work will be assigned to this subcontractor: Landscape Design
 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

3/16/23
Date