

ORIGINAL

**AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND
BLACK & VEATCH CORPORATION
FOR
DESIGN OF LAKE HODGES DAM REPLACEMENT
CONTRACT NUMBER: H2426386-M**

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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
- Exhibit E - Determination Form
- Exhibit F - Consultant Performance Evaluation Form
- Exhibit G - Contractor Standards Pledge of Compliance
- Exhibit H - Sensitive Information Authorization Acknowledgement Form

APPENDICES

- A – Base Survey Limits**
- B – Additional Survey Limits**
- C – Preliminary Drawing List**
- D – Preliminary Specification List**

**AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND BLACK & VEATCH CORPORATION
FOR DESIGN PROFESSIONAL SERVICES**

THIS Agreement is made and entered into between the City of San Diego, a municipal corporation [City], and Black & Veatch Corporation [Design Professional] for the Design Professional to provide Professional Services to the City for the Design of Lake Hodges Dam Replacement [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 (Notice 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 October 31, 2033; whichever is the

earliest. Any extension beyond October 31, 2033 will require City Council approval via Ordinance.

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

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

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

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

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

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

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

ARTICLE III COMPENSATION

3.1 Amount of Compensation. The total compensation payable by the City to the Design Professional for performance of all Professional Services rendered in accordance with this Agreement, including reasonably related expenses, shall not exceed \$45,183,751. The compensation for the Scope of Services shall not exceed \$33,709,520 and the compensation for Additional Services (described in Section 3.2), if any, shall not exceed \$11,474,231. Moreover, the total compensation to be paid to the Design Professional by the City for all work performed under each Phase of this Agreement shall not exceed the amount for each Phase as specified in the Phased Funding Schedule in Section 3.1.1 unless said amount is modified in writing by an amendment to this Agreement.

3.1.1 Phased Funding Schedule. The work to be performed under this Agreement shall be performed during the separate and specific Phases identified in the following Phased Funding Schedule below, and further defined in the Scope of Services [Exhibit A] for the not to exceed values listed in the Compensation and Fee Schedule [Exhibit B] and in accordance with the Time Schedule [Exhibit C]. The fact that a Phase, once authorized, runs through the completion of the Agreement, does not excuse the Design Professional's failure to perform tasks in accordance with the Time Schedule.

PHASED FUNDING SCHEDULE				
Funding Phases	Dates	Not to Exceed Amount for Scope of Services	Not to Exceed Amount for Additional Services	Not to Exceed Total Amount
1	From date of execution of Agreement through completion of Agreement	\$16,360,049	\$4,042,582	\$20,402,631
2	From 7/1/2025 through completion of the Agreement	\$7,256,822	\$7,082,483	\$14,339,305
3	From 7/1/2026 through completion of the Agreement	\$2,806,158	\$0	\$2,806,158
4	From 7/1/2027 through completion of the Agreement	\$1,953,465	\$349,166	\$2,302,631
5	From 7/1/2028 through completion of the Agreement	\$4,942,810	\$0	\$4,942,810
6	From 7/1/2029 through completion of the Agreement	\$390,216	\$0	\$390,216
TOTAL		\$33,709,520	\$11,474,231	\$45,183,751

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

a. Only Phase 1 funding is available at time of contract award and no other Phases are authorized. The City shall notify the Design Professional in writing, with a Notice To Proceed, when the next Phase has been funded and the Phase may commence. The dates contained in the Phase Funding Schedule above, are only anticipated dates, and the Design Professional shall not be entitled compensation for work in any subsequent Phase unless the City has notified the Design Professional in writing that the Phase may commence.

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

c. The Design Professional is not obligated to incur costs for the performance of work required for any subsequent Funding Phase after the first Phase, until

written notification is received from the City of the availability of funds for the next Phase. The Design Professional's obligation shall increase only to the extent authorized by the City.

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

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

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

3.1.3.1 Work described in this AGREEMENT and its Exhibits; and

3.1.3.2 As-Needed and General Additional Services that may be authorized under Paragraph 3.2 of this AGREEMENT.

3.2 As-Needed & General Additional Services. The City may require that the Design Professional perform As-Needed Additional Professional Services (As-Needed Additional Services) that are identified in the Scope of Services [Exhibit A] as As-Needed Additional Services. Issuing a Notice to Proceed for any particular Phase does not authorize the Design Professional to perform the As-Needed Additional Services included in each Phase, unless the Notice to Proceed specifically identifies the As-Needed Additional Services that are authorized to be performed. The City may authorize As-Needed Additional Services in writing, separately within a Phase, on an as-needed basis. The City shall not be required to pay any of the funds allocated to As-Needed or General Additional Services, if those As-Needed or General Additional Services were not authorized by the City in writing. If the City requires Additional Services that are not identified in the Scope of Services (General Additional Services), prior to the Design Professional's performance of those General Additional Services, the City and the Design Professional must agree in writing upon a fee for the General 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 General Additional Services in accordance with Section 3.3.

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

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

3.5 Eighty Percent Notification. The Design Professional shall promptly notify the City in writing of any potential cost overruns. Cost overruns include, but are not limited to the following: (1) where anticipated costs to be incurred in the next sixty calendar days, when added to all costs previously incurred, will exceed 80 percent of the maximum compensation for any specific Phase, under 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.

3.6 Price Adjustment. The Design Professional may request an annual price escalation, on the anniversary date of the Agreement Notice To Proceed for Phase 1 date (NTP Anniversary Date). The price escalation, if approved by the City, will be either a flat 3% increase or the current San Diego Area CPI per US Bureau of Labor Statistics (https://www.bls.gov/regions/west/news-release/consumerpriceindex_sandiego.htm), whichever is less. The price increase will be applied to the approved bill rate schedule, including all sub-consultants' bill rates, listed in the Compensation and Fee Schedule [Exhibit B].

3.6.1 At a minimum of sixty (60) calendar days prior to the NTP Anniversary Date, the Design Professional may submit a formal price escalation increase request for the City's review and approval. The request will include the proposed increase amount and supporting San Diego Area CPI information. The Design Professional will be entitled to request an annual price escalation increase each year that the Agreement is in effect. The City maintains the sole discretion to approve or reject each annual price escalation increase request. The City will notify the Design Professional of its decision to approve or deny the annual price escalation in writing within 45 calendar days of the request. The City must approve any rate increase, in writing, before any new rates become effective. If approved, the new rates will be paid for all work performed after the date the City approved the increased rates (Approval Date). Work performed prior to the City's Approval Date will be billed at the rates in effect prior to the Approval Date, even if the invoice for such work is submitted after the Approval Date.

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 \$5,000,000 per occurrence and subject to an annual aggregate of \$10,000,000. 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 \$5,000,000 per claim and \$5,000,000 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 \$2,000,000 per claim or occurrence and \$4,000,000 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.

4.3.1.6 Contractors Hazardous Transporters Pollution Liability Insurance. Design Professional shall procure and maintain at Design Professional's expense or require Design Professional's Subcontractor, as described below to procure and maintain Contractors Hazardous Transporters Pollution Liability Insurance, including contractual liability coverage to cover liability arising out of transportation of hazardous or toxic, materials, substances, or any other pollutants by Design Professional or any Subcontractor in an amount no less than \$2,000,000 limit per occurrence and \$4,000,000 aggregate per policy period of one year.

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

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

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

Occurrence based policies shall be procured before the Professional Services commence. Claims Made policies shall be procured before the Professional Services

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

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

4.3.2 Deductibles. 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.

4.3.4.2.1 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.

4.3.4.2.2 WORKERS' COMPENSATION INSURANCE FOR WORK IN, OVER, OR ALONGSIDE NAVIGABLE WATERS. In addition to the Workers' Compensation Insurance required under Section 4.3.1.3 of this Agreement, Design Professional shall provide additional insurance coverage for claims brought under the Longshore and Harbor Workers' Compensation Act, the Jones Act, general maritime law, and any other applicable federal or state laws, relating to Design Professional's Professional Services in, over, or alongside navigable waters.

4.3.4.3 Contractors Pollution Liability Insurance Endorsements.

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

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

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

4.3.4.4 Contractors Hazardous Transporters Pollution Liability Insurance Endorsements.

ADDITIONAL INSURED. To the fullest extent allowed by law and consistent with the limiting provisions set forth at California Civil Code section 2782, California Insurance Code section 11580.04, and any applicable successor statutes limiting

indemnification of public agencies that bind the City, the policy or policies shall be endorsed to include as an Additional Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of: (a) ongoing operations performed by you or on your behalf, (b) your products, (c) your work, e.g., your completed operations performed by you or on your behalf, or d) premises owned, leased, controlled, or used by you.

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

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

4.3.4.5 Aviation Liability Insurance Endorsements.

ADDITIONAL INSURED. To the fullest extent permitted by law and consistent with the limiting provisions set forth at California Civil Code section 2782, California Insurance Code section 11580.04, and any applicable successor statutes limiting indemnification of public agencies that bind the City, the policy or policies shall be endorsed to include as an Additional Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of (a) Ongoing operations performed by you or on your behalf, (b) your products, (c) your work, including but not limited to your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled, or used by you.

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

4.3.5 Reservation of Rights. The City reserves the right, from time to time, to review the Design Professional's insurance coverage, limits, deductible and self-insured retentions to determine if they are acceptable to the City. The City will reimburse the Design Professional for the cost of the additional premium for any coverage requested by the City in excess of 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. The City has imposed a mandatory participation of SLBE/ELBE subcontractors for this Agreement at 15.8%. If at any time after this Agreement is entered into, the Design Professional identifies a need for addition, deletion, or substitution of Subcontractor Services, the Design Professional must submit a written notice to the City requesting approval for the change modifying the Subcontractor Services. The Design Professional's written notice shall include a justification, a description of the scope of services, an estimate of all costs/percentage of contract participation for the Subcontractor Services, and an updated Exhibit D, Attachment CC reflecting the requested change(s). The City agrees to consider such requests in good faith.

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

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

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

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

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

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

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

4.5 Contract Records and Reports.

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

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

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

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

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

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

4.6 Non-Discrimination Requirements.

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

4.6.2 Non-Discrimination Ordinance. The Design Professional shall not discriminate on the basis of race, gender, gender expression, gender identity, religion,

national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of Subcontractors, vendors or suppliers. The Design Professional shall provide equal opportunity for Subcontractors to participate in subcontracting opportunities. The Design Professional understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions. This language shall be in contracts between the Design Professional and any Subcontractors, vendors and suppliers.

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

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

4.7.1 Design Professional's Notice to Employees. The Design Professional shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace, 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 workplace; (2) the policy of maintaining a drug-free workplace; (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 workplace 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 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 James Botica, 525 B Street, Suite 700, San Diego, CA 92101, and notice to the Design Professional shall be addressed to: Black & Veatch Corporation, John Bekmanis, 300 Rancheros Drive, Suite 250, San Marcos, CA 92069, bekmanisJT@BV.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: John Bekmanis, David Bentler, Greg Zamensky, Tom Reynoldson, Jeff Bair, Megan Puncke, and Frank Means. 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.

9.26 Sensitive Information. The Design Professional agrees to comply with the City's Protection of Sensitive Data and Information requirements set forth in Administrative Regulation 90.64. The Design Professional shall certify to the City that it will comply with these requirements by submitting a Sensitive Information Authorization Acknowledgement form [Exhibit H] for City contractors and vendors.

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IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor, pursuant to Ordinance Number 0-21874, authorizing such execution, and by the Design Professional pursuant to Black & Veatch Corporation's signature authority document.

I HEREBY CERTIFY I can legally bind Black & Veatch Corporation and that I have read all of this Agreement, this 4 day of September, 2024.

By Kevin N. Davis
Kevin Davis
Vice President

Dated this 22nd day of October, 2024

THE CITY OF SAN DIEGO
Mayor or Designee

By Matthew Vespi
Matthew Vespi
Chief Financial Officer

I HEREBY APPROVE the form of the foregoing Agreement this 6th day of December, 2024.

MARA W. ELLIOTT, City Attorney

By Christina L. Rae
Christina L. Rae
Deputy City Attorney

DESIGN PROFESSIONAL AGREEMENT
EXHIBITS

Scope of Services

BACKGROUND

The City of San Diego's (City) Public Utilities Department owns and operates Hodges Dam, located on the San Dieguito River near the City of Escondido. The dam impounds Hodges Reservoir with a capacity of 30,633 acre-feet below the spillway crest level. Completed in 1919, the dam is a concrete structure consisting of multiple arches supported by buttresses rising approximately 130 feet above the streambed. The dam is under the regulatory jurisdiction of the California Department of Water Resources, Division of Safety of Dams (DSOD). DSOD provides oversight and enforcement to ensure dam safety. Through established interagency agreements, the City shares water storage rights with other local water agencies (stakeholders).

Hodges Dam was recently given a condition assessment of "Unsatisfactory" by DSOD, and thus, is intended to be replaced. The City is currently in the process of completing a 10% Design Study for the demolition and replacement of the existing dam with a new, roller-compacted concrete dam (RCC Dam) located downstream of the existing dam. The 10% design study is intended to be the basis for the full design of the new RCC Dam.

PURPOSE

The City has a need for professional engineering and environmental Design Professional services to support the demolition and replacement of Hodges Dam with a new RCC Dam (Project). The City intends to deliver construction of the Project via a Construction Manager at Risk (CMAR) project delivery method and will be seeking qualified firms to partner with the selected Design Professional for this Project. The Scope of Services is separated into two major functions: Facility Design and Environmental Permitting.

Facility Design shall include full engineering design, including construction documents, of the new RCC Dam and required permits by local and state jurisdictions. The new RCC Dam shall be designed and constructed per industry standards to meet DSOD dam safety and performance requirements and per the Department of Homeland Security's Cybersecurity & Infrastructure Security Agency (CISA) guidelines for Critical Infrastructure, and more specifically Dam Sector Security. The new RCC Dam will require full access control inside and

out, downstream, upstream against watercraft, and on both abutments. Access Control shall include, but is not limited to, CCTV, detection systems, deterrents, signage, security fencing, and fiber network communication systems connected to the City's Security Operations Center. Facility Design shall include the design of a temporary bypass to be used during construction, for the protection and safety of the new RCC dam and site after rain/storm events. The primary tasks of Facility Design services include (1) Project Initiation and Scoping, (2) Design Development, (3) Agency Reviews and Permitting, (4) Construction Support, and (5) Commissioning and Record Documents.

Environmental Permitting includes preparation of an Environmental Impact Report (EIR) under the California Environmental Quality Act (CEQA) and acquisition of regulatory permits, including, but not limited to a Clean Water Act Section 404 Permit from the United States Army Corps of Engineers (USACE), Clean Water Act Section 401 Certification from the Regional Water Quality Control Board (RWQCB), and Lake and Streambed Alteration Agreement from the California Department of Fish and Wildlife (CDFW). The Project is also anticipated to require formal consultation with the United States Fish and Wildlife Service (USFWS) under the Endangered Species Act (ESA) and the State Historic Preservation Officer (SHPO) under Section 106 of the National Historic Preservation Act (NHPA). Habitat mitigation planning for on and off-site mitigation is also anticipated. The primary components of Environmental Permitting services include (6) Project Initiation and Scoping, (7) Research and Technical Studies, (8) Preparation of Environmental Document(s), (9) Permitting, and (10) Project Management and Public Hearing Support.

CONSTRUCTION MANAGER AT RISK (CMAR) PROJECT DELIVERY

The City will retain, under a separate agreement, a CMAR firm. For this Project, the CMAR will be tasked to provide significant design input that will include: cost estimation, value engineering, and contractor and sub-contractor constructability assessments. The Design Professional shall closely collaborate with the CMAR in the development of the Project.

DAM FACILITY DESIGN SERVICES REQUIREMENTS

At a minimum, the Design Professional must be able to perform work in the anticipated areas delineated below, meeting all City guidelines and regulatory requirements. It is expected full and thorough Project Management will be provided by the Design Professional across the entirety of all phases, until Project completion. These areas are not exclusive or exhaustive and additional areas may be identified in the future. Only work related to the Project will be included in this Agreement.

This Agreement will be a Phase-Funded Agreement in which the Scope of Services will be broken into six (6) Funding Phases. The Design Professional is not entitled to start any Phase under this Agreement until the City provides written confirmation that the City Council has appropriated money for the next Phase and the City authorizes the Design Professional to start that particular Phase of work. The As-Needed Additional Services identified in this Agreement and Scope of Services must be authorized explicitly, and separately, in writing before the Design Professional begins any work on that particular As-Needed Additional Service task.

FUNDING PHASE 1

1.0 Project and Risk Management

1.1 Project Management

The Design Professional will be responsible for leading the direction of the project, corresponding with, and coordinating with the City's Project Management staff, various other City departments and outside agencies/stakeholders in the planning, design, permitting and construction of the work. Design Professional shall provide overall project administration including:

- a) Development and submittal of monthly invoices and progress reports.
- b) Prepare design issue and resolution log and submit with monthly invoice.
- c) Prepare change management log to track potential agreement changes.
- d) Submit updated schedule with monthly progress report.
- e) Develop and manage sub consultants' contracts.

1.2 Project Execution Plan

The Design Professional shall prepare a detailed Project Execution Plan defining the specifics of the design process and important protocols to

maintain quality and organization across all aspects of the project. The plan will include:

- a) Project Overview and Objectives.
- b) Project Communication and Meetings.
- c) Scope of Work.
- d) Schedule.
- e) Resources (with definition of roles, responsibilities).
- f) Financial (WBS, reporting).
- g) Document Control Plan (ProjectWise, SharePoint, standards, file organization).
- h) Risk Management Plan (plan and risk register).
- i) Quality Management Plan (Quality assurance (QA) and quality control (QC) process and documentation).
- j) Health and Safety Plan.

1.3 Bi-Weekly Manager Status Calls

The Design Professional will meet with the City's Project Management staff on a bi-weekly project status telephone/Microsoft Teams conference call. Call will be up to 1- hour in duration. Meeting will be held virtually via Microsoft Teams, with periodic in person meetings at the CMAR office located near the dam site. Meetings will be attended by the Design Professional's Project Manager (PM) and Engineering Manager (EM). Other design leads or subconsultants will be invited as needed.

1.4 Risk Management

The City and Design Professional will work together to develop the basis of the Risk Register for the Project. The Design Professional shall re-evaluate the Risk Register and risk strategy throughout the design phase to meet the Project objective and establish risk tolerances. The Risk Register will also be reviewed and maintained monthly with re-assessments and updates occurring quarterly. Formal meetings will include one (1) three-hour risk kickoff workshop to be performed at the City's office, to initiate this work effort. Additional risk management meetings will be held in coordination with the selected CMAR firm as defined under the CMAR Coordination activities.

1.5 Project and Risk Management Assumptions/Deliverables:

- a) Project Execution Plan in electronic PDF format.

- b) Monthly invoices and support documents will be submitted electronically.
- c) Action item log for Bi-Weekly Manager Status calls.
- d) Update Risk Register, submitted quarterly.

2.0 Project Initiation and Scoping

Design Professionals shall perform the services for the Project to support the scoping of the initial design that includes but is not limited to the following tasks.

2.1 Review of 10% Design Study / Develop Project Description

Design Professional shall review the 10% Design Study (to be provided by City) to develop a comprehensive Project description that incorporates multiple Project alternatives. The Project description shall be prepared as an initial startup task and will be used to help refine the analysis required. The development of the Project description shall run concurrently with the initiation of technical studies, including field and geotechnical surveys.

2.2 Draft the Notice of Preparation

In accordance with City standards, attend the public scoping meeting and provide technical assistance as necessary including preparation of visual aids such as posters, maps, and figures to be displayed at the meeting as well as providing transcription services.

2.3 Design Schedule

The Design Professional will prepare a Design Schedule for the Project. The Design Schedule will reflect all phases of design, including City review periods, agency reviews, and will identify suggested construction periods. The Design Professional's Design Schedule shall comply with and meet the City's commitment to begin construction on the new replacement RCC Dam by December 2029.

2.4 Quality Assurance / Quality Control (QA/QC)

Throughout the design process, the Design Professional will provide a formal quality control review process in accordance with the Design Professionals accepted internal Corporate Practice on content being distributed to the City and agencies. The Design Professional will develop and incorporate a QA/QC plan and provide QA/QC services for the duration of the Project.

2.5 Early Outreach Coordination

2.5.1 CMAR

The Design Professional will perform outreach via email to CMAR candidates to inform them of the Industry Day and CMAR opportunity. Outreach records will be maintained and provided to the City. The Design Professional will share a list of firms they believe can fill the CMAR role with the City.

The Design Professional will participate in an Industry Day meeting hosted by the City for construction companies. The Design Professional will prepare a Project information handout for meeting participants summarizing Project goals, CMAR work scope, and anticipated Project schedule in electronic PDF format for the City to distribute in hard copy at the event, and electronically to interested parties. The Design Professional will prepare and give a presentation on the anticipated replacement dam design and construction scope. All materials will be made available in electronic format to be distributed by the City to interested parties.

2.5.2 Public Outreach

The Design Professional will prepare a Communications and Outreach Plan to provide a framework for Project communications, public engagement, and outreach efforts. The Design Professional will coordinate with the City's Project Manager to meet early with key stakeholders. To support early outreach coordination, the Design Professional will: (1) coordinate and support stakeholder briefings and provide input into briefing materials, which could include preparation of presentation slides or printed materials; (2) prepare content for the City to upload to its website, which could include graphics and Frequently Asked Questions; and (3) develop an initial stakeholder database.

2.6 Kickoff Meeting

The Design Professional shall coordinate and attend one (1) four-hour Kickoff Meeting. The Kickoff Meeting will be used to introduce the Design Professionals' lead team members, discuss Project objectives, review overall schedule, review major deliverables, communication protocols, and discuss

other elements of the Project execution. The Kickoff Meeting will be held in person at the City's office. The Design Professional will prepare the Kickoff Meeting agenda and complete the meeting minutes.

2.7 Project Initiation and Scoping Assumptions/Deliverables:

- a) Preparation and updating of Project description.
- b) Preparation of draft Notice of Preparation.
- c) Preparation and updating of Design Schedule (submitted quarterly with invoice and with each major deliverable).
- d) Development and incorporation of Quality Assurance / Quality Control Plan.
- e) Project information sheet for distribution at CMAR Industry Day.
- f) Communication and Outreach Plan.
- g) Content for City website.
- h) Stakeholder database.
- i) Kickoff meeting agenda and meeting minutes.

3.0 30% Design Development

The Design Professional shall provide full design services for the new replacement RCC Dam, including design drawings, Project technical specifications, design memorandum, and permits. To fully utilize the CMAR delivery process, it is envisioned that three bid packages will be developed:

- 1) Site Access;
- 2) Foundation Excavation/Grouting; and
- 3) New Dam Construction including Commission and Demolition of Existing Dam.

The Design Professional will be required to hold working meetings with Project agencies (stakeholders) at all stages of design (30/60/90/100%) to receive concurrence. The Design Professional shall not rely upon or assume the application of the City's full construction cost budget for the work. The 30% Design Development shall be split into tasks as described below:

3.1 Prepare Project Base Data

The Design Professional will prepare preliminary Project Base Data, derived from the 10% Design Study (provided by the City), including base drawings, sheet layout, and general design plan.

3.2 Collect Existing Conditions Data

Existing Conditions Data will be collected, and pertinent record drawings will be identified and obtained from the City, or relevant agencies. Additionally, Public Utilities Department (PUD) staff will be interviewed to obtain information on any specific dam issues or facility requirements that should be considered for design.

3.3 Conduct Subsurface Investigation

The Design Professional will conduct further soil and geotechnical investigations, based on the information provided in the 10% Design Study, to determine or confirm the existing conditions and establish the required information for substantial design.

3.3.1 Pre-Field Activities (Site Visit, DEH Permitting and Geotechnical Work Plan)

The Design Professional will perform an initial site visit to identify and stake out potential boring and geophysical survey locations and assess access and logistic requirements for the explorations. The Design Professional will survey the boring locations for horizontal and vertical controls. The Design Professional will also call Underground Service Alert (DigAlert) to mark the staked boring locations for potential utility conflicts as required by law.

After the initial site visit, a Geotechnical Work Plan (Work Plan) will be developed by the Design Professional which will incorporate the details of the proposed geotechnical investigation for review by DSOD. The Work Plan will include a Health and Safety Plan (HASP) for the proposed fieldwork. Note that the scope of the geotechnical field investigation will be dependent on the review comments received by DSOD on this Work Plan.

Based on the scope of the field investigation in the final Work Plan, the Design Professional will coordinate with the City and the field investigation subcontractors for the Geotechnical Field Investigation. Additionally, the Design Professional will obtain the required San Diego County Department of Environmental Health (DEH) boring permits to perform the proposed borings at the site.

3.3.2 Geotechnical Field Investigation

EXHIBIT A

The scope of the Geotechnical Field Investigation will be based on DSOD's comments on the Geotechnical Work Plan. However, it is assumed that the Geotechnical Field Investigation will consist of 10 rock core borings, three vibrocore borings, downhole geophysics, packer testing, installation of fully grouted vibrating-wire piezometers, drum disposal, surface geophysical surveys, and geologic mapping. Field investigations will be attended by biological, archaeological, and Native American monitors, as appropriate based on the location and nature of the activity. This Scope of Services assumes a total of 10 field days for each monitoring discipline.

a) **Rock Core Borings**

Ten (10) rock core borings are included as part of the base Geotechnical Field Investigation. The current scope of work for the rock core borings consists of four (4) borings to depths of 100 feet and two (2) borings to depths of 150 feet below ground surface (bgs) within the proposed RCC dam footprint as well as four (4) borings to depths of 50 ft bgs within the proposed stilling basin footprint.

Due to the steep slopes and riparian environment at the site, the borings will need to be performed on elevated platforms constructed on site and a helicopter will be required to mobilize the drill rig onto the platforms. It is assumed that two drill rigs will be mobilized for the field investigations. Note that construction of a helipad on site is excluded from the current Scope of Services. The Design Professional field geologist or field engineer will oversee the drilling operations and log the boreholes.

In areas where the overburden is greater than 5 feet (if any), it is anticipated that the use of an HWT-casing advancer system will be required to provide temporary ground support, drive sampling, and allow for conversion to HQ3 rock coring. Soil sampling will consist of intermittent drive sampling (i.e., alternating between a Modified California and Standard Penetration Test [SPT] sampler) at 5-foot intervals. Once rock

(or drilling refusal) is encountered, drilling operations will switch to triple-tube-wireline rock core drilling and sampling (i.e., HQ3-size core). Rock core samples will be logged and photographed in the trays, placed in wooden core boxes, labeled, and photographed. Rock cores placed in wooden core boxes will be stored at a secure and readily accessible, City-provided storage location. Since review of cores can be an important factor in evaluation of contractor claims during construction, it is strongly recommended that the core be securely stored by the City on or near the site until construction is completed and all contractor payments and claims (if any) are resolved.

b) Vibracore Borings

A total of three vibracore borings are assumed as part of the Geotechnical Field Investigation to be performed upstream of the existing Lake Hodges dam. Two of the vibracore borings are planned to extend about 15 to 20 feet below the existing lakebed, surface or to practical refusal, whichever occurs first, to characterize the lakebed sediments for demolition and excavation work during construction. The third vibracore is planned to extend about 40 to 45 feet below the existing lakebed surface or to practical refusal, whichever occurs first, to characterize the lakebed sediments below the elevation of the original lakebed at the time the Lake Hodges Dam was originally constructed. The vibracore borings will require a large barge for mobilization of the drill rig over the borehole locations. Additionally, water depth will be recorded by an on-board bathymetric device.

The Design Professional field engineer or field geologist will oversee the vibracore borings and log the lakebed sediment conditions.

c) Downhole Geophysics

Downhole acoustic or optical televiewer (ATV or OTV) surveys and OYO P-S suspension logging will be completed within the

six rock core borings located within the dam footprint upon completion of drilling (i.e., the 100 to 150-ft-deep borings) and one (1) of the 50-ft-deep borings located within the stilling basin. The downhole geophysical surveys will be overseen by the Design Professional field engineer or geologist.

d) Packer Testing

Packer testing of the six rock core borings located within the proposed dam footprint will be completed as part of the Geotechnical Field Investigation to determine rock mass hydraulic conductivity. Packer testing will be conducted upon completion of the downhole geophysics, using a dual packer assembly and overseen and documented by the Design Professional field engineer and field geologist.

e) Piezometer Instrumentation

Vibrating wire piezometers (VWPs) will be installed in the six (6) rock core borings located within the proposed RCC dam footprint and one (1) 50-foot boring located in the proposed stilling basin. Piezometer installation will be conducted following completion of packer testing, upon completion of the packer testing. It is assumed that the VWPs will be fully grouted. VWPs will be surface-calibrated, and field tested prior to installation by the Design Professional. The Scope of Services includes quarterly site visits for a period of one year (i.e., four site visits) with the primary purpose of downloading data from the WVP dataloggers. The Design Professional will process the data from the VWPs after our quarterly site visits and provide the data to the City's Project Manager via email correspondence. Abandonment/removal of piezometers after the monitoring period of one year is not included in the Scope of Services. Boreholes that will not have piezometers installed will be backfilled with a tremie using a neat-cement grout mix as required by the DEH permit.

f) Drum Disposal

Investigatory Derived Waste (IDW) from the rock core borings will be stored in 55-gallon drums and temporarily stored at the site at a location approved by the City. Samples of the IDW will be collected by the Design Professional and sent to a lab for analytical waste characterization testing. Upon receipt of the analytical test results, assuming no hazardous materials are detected, the Design Professional will coordinate drum disposal with the City and return to the site to oversee the removal of the stored drums.

g) Surface Geophysics

Surface geophysical surveys consisting of seismic refraction tests will be performed to help inform features of the design including rock strength and quality, rock rippability, and seismic velocity data. The Scope of Services assumes seven seismic refraction tests and is subject to change based on DSOD's review of the work plan. The Design Professional field engineer or geologist will oversee the seismic refraction tests performed at the site.

h) Geologic mapping

Geologic mapping of the Lake Hodges Dam site will be performed by the Design Professional's Certified Engineering Geologist to document surface geologic conditions that may affect design. The geologic mapping will detail locations of geologic contacts, geologic hazards, structural orientation data, hydrogeologic features, and conditions affecting dam design, construction, or performance of the proposed facility.

i) Geotechnical Laboratory Testing

Laboratory testing of select soil and rock samples from the borings will be completed in general accordance with ASTM standards and are anticipated to include the following type of tests: Particle size distribution, natural moisture content, dry unit weight, Atterberg limits, direct shear, uniaxial compressive strength, point load index, and petrographic analysis.

Additionally, environmental soil testing on samples from the

vibracore borings will be performed and is anticipated to consist of the following: EPA methods 6010 Title 22 Metals, 8015B TPH, 8081A Organochlorine Pesticides, EPA Method 8141B Organophosphorus Pesticides, 8151A Chlorinated Herbicides, 8260B Volatile Organic & Oxygenates, and 8170 Semi-Volatile Organics. The quantity and type of tests will be based on the subsurface materials encountered during the field exploration.

3.3.3 Geotechnical Data Report

The Design Professional will prepare a Geotechnical Data Report (GDR) that will summarize the results of the field explorations and laboratory testing. The Design Professional's GDR is anticipated to include the following elements:

- a) Project and existing conditions descriptions.
- b) Discussions of the methodologies used for the field investigations.
- c) Site and exploration location plan.
- d) Results of the field exploration program consisting of;
 - i. Boring logs of the rock core and vibracore borings.
 - ii. Rock core data summary plots and photographs of the rock cores.
 - iii. Laboratory test results
 - iv. Packer testing results.
 - v. ATV/OTV survey and P-S logging results.
 - vi. Seismic refraction survey results.
 - vii. Piezometer readings.
 - viii. Geologic mapping and geostructural data results.
 - ix. Geological profiles.

It is assumed that one draft version of the GDR will be provided for review by the City and DSOD. Upon review of the draft GDR, the Design Professional will respond to comments and provide a final version of the GDR.

It is anticipated that the GDR will be provided to the CMAR contractor as an information document but will not be included as a Contract Document.

EXHIBIT A

Assumptions for the geotechnical subsurface investigation includes the following:

- a) Field work will be performed during normal working hours. Night work is not included.
- b) A security guard will be contracted to oversee the equipment left on site outside of working hours while crews are not present.
- c) Two drill rigs will be mobilized at once. Once drilling equipment is set up on a borehole location, it can remain until the borehole is completed.
- d) Construction of a helipad at the site is excluded.
- e) Borings without piezometers installed will be backfilled with neat-cement grout using a tremie pipe.
- f) Rock cores from the borings will be placed in wooden core boxes and the City will provide a storage location for the core boxes that is secure and readily accessible.
- g) Water for the packer testing and drilling operations can be taken from the existing Lake Hodges reservoir.
- h) Holes will remain open and stable to perform the described downhole geophysics, packer testing, and installation of piezometers. Where a surface casing is required to maintain an open hole, downhole surveys will not be completed.
- i) A total of four site visits for downloading data from the VWP dataloggers over the course of a year. If dataloggers become flooded, damaged, or fail by other reasons, monitoring will no longer be continued.
- j) IDW will be characterized as non-hazardous. Disposal of drums will not be performed if IDW is characterized as hazardous.
- k) Additional laboratory testing or methods other than what is assumed is excluded.
- l) Access to the site to perform all of the subsurface investigation activities will be provided by the City. Significant delays to the field work due to inclement weather, difficult drilling conditions, equipment malfunction, etc. will not be incurred.

- m) Storage of the IDW drums will remain on site until analytical laboratory testing and drum disposal can be completed.
- n) The Design Professional will not be responsible for any utilities that may be encountered during the geotechnical field work. The City will provide an up-to-date utility map for the site, if available, prior to the subsurface investigation.
- o) Abandonment of the boreholes which have VWP installed is excluded. It is assumed that the VWP boreholes will be abandoned during the construction phase by the Contractor.
- p) One draft version and one final version of the GDR will be developed.
- q) DSOD's review of the Geotechnical Work Plan will not result in additional field work items. One round of reviews by DSOD will be performed on Work Plan and GDR.

3.4 Conduct Survey

The Design Professional will conduct a topographic survey of the Project site including the dam location, and both upstream and downstream access corridors leading to the dam site.

3.4.1 Survey Mapping

- a) Establish horizontal and vertical survey control per City of San Diego Standards.
- b) Set up to 21 aerial panels.
- c) Prepare ortho photo of area shown per Appendix A (Base Survey Limits).
- d) Prepare aerial topo of area shown per Appendix A.
- e) Research existing survey records for property lines and rights of way within aerial topo limits.
- f) Survey existing survey monuments of record.
- g) Determine locations of existing property lines and rights of way from boundary survey and record information.
- h) Field survey cross section of portion of Del Dios Road to be widened (2,000 linear feet).
- i) Perform up to 56 hours of additional field survey as required.

3.4.2 Bathymetric Survey

- a) Prepare bathymetry survey of area shown in Appendix A.
- b) Interpolate between the bathymetric survey and aerial survey.

3.4.3 Additional Shoreline Survey / Bathymetric Survey

The Design professional will conduct additional topographic and bathymetric survey of the lake as shown on Appendix B (Additional Survey Limits).

- a) Establish horizontal and vertical survey control per City of San Diego Standards.
- b) Set 5 additional aerial panels.
- c) Prepare additional mapping for 20 foot of shoreline adjacent to the bathymetric survey limits, see Appendix B.
- d) Prepare bathymetry survey of area shown in Appendix B.
- e) Interpolate between the bathymetric survey and aerial survey.

3.4.4 Additional Shoreline Survey / Bathymetric Survey Assumptions / Deliverables:

- a) Topographic and Bathymetric survey to limits shown in Appendix B.

3.5 30% Prepare Engineering Plans

The Design Professional shall prepare a complete 30% design package, including engineering construction documents, for submittal to the City and the DSOD. The 30% design package shall conform to the City's design guidelines and CADD standards (AutoCAD). The anticipated drawing list is included in Appendix C (Preliminary Drawing List).

3.6 30% Prepare Design Memorandum

The Design Professional shall prepare a 30% design memorandum including but not limited to a general description, background analysis, design storm, hydrology, seismicity (seismic hazard analysis - 3 time history), existing dam stability and notch stability, ground motion analysis, RCC Analysis (mix design, facing systems, thermal design, construction methodologies and procedures, foundation excavation, drainage gallery, 2-D stability (static and pseudo-dynamic using CADAM or ANSYS), structural evaluations (4 loading conditions - normal operating, design flood, operating basis earthquake loading, and maximum credible earthquake loading), grout curtain,

abutments, dewatering, instrumentation and - monitoring plan, control system integration (SCADA), HVAC, outlet works (outlet tower and downstream emergency release valve), spillway design (including computational fluid dynamics), crest details, electrical, security, corrosion, decommissioning, temporary bypass, hydraulics and pipe design.

Considering that the dam is designated as Extremely High Hazard per DSOD, the project design storm is the PMP, and thus the Inflow Design Flood (IDF) is the PMF. The PMP will be determined using HMR 58/59 procedures as required by DSOD. Hydrologic modeling of the Hodges Dam watershed will be conducted using HEC-HMS to determine the IDF. The hydrologic model will also be used to determine the 100-year flood which will be required for permitting construction in a FEMA designated Zone A floodplain. The hydraulic design will include sizing the spillway and corresponding energy dissipation basin to safely pass the PMF. The design will include properly sizing slabs joints and drainage to account for hydrodynamic loads including uplift forces. Sizing of the spillway will include hydrologic analysis showing no impact to downstream flood maps and that the upstream water surface elevation does not increase beyond within acceptable regulatory levels. No downstream impact will be defined as no increase in peak flow during the 1% annual exceedance probability event (100-year flood). When FEMA maps indicate A zones (no base flood elevations or regulatory floodway have been identified), FEMA regulations require that the effect of the proposed improvements will not increase the water surface elevation of the base flood (100-year flood) more than one foot at any point within the community.

3.7 30% Prepare Specifications Outline

The Design Professional will prepare a Technical Specification Outline to be submitted with the 30% design package. City's standard front-end documents will be utilized for this Project. The anticipated technical specification list is included in Appendix D (Preliminary Specification List).

CMAR Coordination (Task 3.8 through Task 3.11)

3.8 Develop Preliminary Construction Phasing Concept

In coordination with the City & CMAR, the Design Professional will develop a preliminary construction phasing concept for the Project. The phasing plan will address operational considerations, reducing impact to existing dam

facilities, and construction operations such as construction access and staging areas.

3.9 30% Constructability Review

The Design Professional will coordinate with the City and the City's hired CMAR starting at the 30% design phase to perform constructability reviews of the proposed design. This is a partnering effort to ensure the most efficient, and cost-effective approach is applied to the Project. A 30% constructability design workshop will be performed. The workshop shall be two days in duration and shall consist of the following:

- a) Day 1 – two 2-hour joint sessions, two 1-hour breakout sessions
- b) Day 2 – two 2-hour joint sessions, two 1-hour breakout sessions
- c) Attendees: City Staff, CMAR, PM, EM, site/civil lead, hydraulic structure lead, Geotech lead, RCC lead, constructability lead, 2 staff engineers.

In addition, the Design Professional will attend seven (7) 2-hour coordination meetings dedicated to Constructability with the City, and the City's CMAR.

3.10 Prepare Engineer's 30% Estimate of Probable Construction Cost (OPCC)

The Design Professional will prepare a 30% estimate of Opinion of Probable Construction Cost (OPCC) to be submitted with the 30% design package. This OPCC shall be reconciled to the satisfaction of the City with cost estimates prepared by the CMAR. In addition to development and publication of an OPCC, the Design Professional will closely coordinate with the CMAR contractor to ensure alignment on key assumptions, constraints, and approaches. This alignment is critical to avoid unnecessary differences between the Design Professional's OPCC and the CMAR contractor's OPCC. The follow activities are envisioned for each estimating exercise:

- a) Attend regular coordination meetings (5 total – 1 hour duration, each) with the CMAR contractor.
- b) Develop a cost coordination memorandum that will document agreements and compromises as well as RFI's.
- c) Respond to RFIs published by the CMAR contractor based on their review of the specific design package.
- d) After submission of the OPCC, review the OPCC submitted by the CMAR contractor.

- e) Attend Cost Estimating Workshop (1 total – 4 hour duration) where the Design Professional and CMAR contractor describe the development of the cost estimate, major assumptions, and key approaches.
- f) Revise OPCC based on agreements and decisions made during the Cost Estimating Workshop.
- g) Attend Cost Reconciliation Workshop (1 total – 3 hour duration) where the Design Professional and CMAR contractor present their final OPCC for the design package.

3.11 30% Risk Management

In coordination with the CMAR, the Design Professional shall help lead the incorporation of the CMAR's risk items into the overall Project Risk Register. Item received by the CMAR will be incorporated into the Design Professional Risk Register and a four-hour workshop will be held after the 30% design submittal to discuss the risk items, delineate responsible parties, means to mitigate the risk and associated costs to carry the risk.

3.12 30% Project Coordination and Meetings

The Design Professional will attend a minimum of fifteen (15) 2-hour coordination meetings at the (30%) design stage to facilitate discussion of design intent and address comments or questions by the City. The Design Professional will prepare agendas and complete meeting minutes for each meeting and provide a response to comment documentation at each design stage. The 30% review meeting will be performed within this task. Assumes five (5) in-person meetings for applicable traveling staff.

3.13 30% Agency Outreach and Coordination

The Design Professional will attend a minimum of fifteen (15) 2-hour coordination meetings at the (30%) design stage to facilitate discussion of design intent and address comments or questions by agencies (stakeholders). The Design Professional will prepare complete meeting minutes for each meeting and provide a response to comment documentation at each design stage. Assumes five (5) in-person meetings for applicable traveling staff.

3.14 30% Design Package Assumptions/Deliverables:

- a) Geotechnical Work Plan including Health and Safety Plan – electronic MS Word and PDF format files.
- b) Obtain County of San Diego boring permits.

- c) Geotech Field Investigation: 10 rock corings, 4 to depth of 100 feet, 2 to depth of 150 feet, 4 to depth of 50 feet; 3 vibracore borings; 7 downhole geophysics; 6 packer testings, 6 piezometers; drum disposal; 7 seismic refraction tests; geologic mapping; and laboratory testing.
- d) Geotechnical Data Report – electronic PDF format file.
- e) Topographic and Bathymetric survey to limits shown in Appendix A. Includes 56 hours of additional as needed field surveying.
- f) 30% Construction Drawings – two (2) full-size sets to the City, electronic PDF copy (to scale), and all relevant CADD files associated with the design.
- g) 30% Design memorandum – electronic MS Word and PDF format files.
- h) Specification Outline – electronic MS Word and PDF format files.
- i) Preliminary construction phasing concept.
- j) Constructability review workshop and coordination meetings.
- k) 30% Construction cost estimate including meetings and workshops.
- l) Risk register and workshop minutes.
- m) Agendas and meeting minutes for all formal meetings (project coordination and agency outreach and coordination) – electronic MS Word and PDF format files.

4.0 RCC Mix Design/Aggregate Supplier Negotiations

The Design Professional shall develop an overall Project RCC mix design including investigations of materials, cement, pozzolan, water and chemical admixtures. In addition, the Design Professional may assist with the selection of the aggregate supplier, through a competitive bid process. This work item will include the following tasks.

4.1 Identify Material Suppliers and Analyze Material Properties

- a) Identify material types to be used in the RCC mix.
- b) Develop estimated quantities of material types.
- c) Test proposed water supply.
- d) Survey local suppliers of cement, fly ash, admixtures and aggregates.
- e) Develop report of identified suppliers.

4.2 Develop batch testing program and test trial batch

- a) Develop RCC mix design trial batch testing program.

- b) Trail batch RCC mix design of the selected supplier with two different Portland cement and suppliers of fly ash and any other designated supplementary cementitious materials.
- c) Assumes up to 10 mix designs.
- d) Review testing results and produce report with recommendations.

4.3 Trial batch final mix design proportions

- a) Trial batch RCC mix design using combinations of each source of cement and fly ash.
- b) Assumes up to 16 trial mix designs.
- c) Laboratory testing will consist of aggregate tests and compressive strength tests.
- d) Review testing results and produce report with recommendations.

4.4 Aggregate Supplier Negotiations

Design Professional shall assist the City in developing a Memorandum of Understanding with the chosen aggregate supplier to help established the unit cost pricing for the aggregates as well to help establish production scheduling/deliveries for the RCC construction. Task assumes up to four (4) 2-hour meetings with the aggregate supplier. Design Professional will work with City staff to develop the Memorandum of Understanding. Established pricing will be provided to the CMAR contractor for use in establishing their fee.

4.5 RCC Mix Design/Aggregate Supplier Negotiations Assumptions / Deliverables:

- a) Report of identified suppliers – electronic PDF format file.
- b) Report of testing results with recommendations (batch testing program) – electronic PDF format file.
- c) Report of testing results with recommendations (trail testing program) – electronic PDF format file.
- d) Assist City in the Development of Memorandum of Understanding (template may be provided by selected aggregate supplier or the City) to establish pricing terms, quantities, and schedule.

5.0 Water Supply Optimization

The Design Professional shall complete a planning study and alternatives analysis to optimize the City's use of water impounded in Hodges Reservoir for drinking water supply. The analysis shall include an evaluation of facilities that are needed to move

water out of Hodges and into the City's system. Additionally, the analysis shall include potential actions or projects that will improve water quality enabling more water to be transferred and used by the City, San Diego County Water Authority (SDCWA), and partner water districts.

The Design Professional shall identify options, analyze, and design a water runoff recovery system to optimize the collection and transmission of impounded water through the SDCWA Pump Storage Facilities to Olivenhain Reservoir or any and all facilities that could enable water transfer and use. Provide consideration of control devices at the outlet tower, withdrawal systems, outlet piping, and mechanical equipment. Evaluate a minimum of two options or a combination of options after fatal flaw screening. The evaluation shall include a rough order of magnitude cost estimate for these alternatives, a rough order of magnitude estimate of water recovery capability, and a description of specific configurations (i.e., number of gates/inlets/outlets, capacity of openings, piping, mechanical equipment, pre-treatment requirements, etc.). The one preferred option selected by the City, in accordance with section 5.7 below, will be brought forward for a 10 percent preliminary design and cost estimate in a presentation to the City.

Upon selection of the preferred option by the City, prepare a design and project description for the selected option. Portion of the design that is identified to be integral to the Hodges Dam Project replacement shall be constructed simultaneously with the new RCC dam Project.

The following scope will be provided:

5.1 Project Management and Meetings

This task includes general project administration activities that are anticipated during the nine months of project execution tied to this task:

- a) Progress reports.
- b) Preparing and submitting monthly invoices including explanation of all costs incurred (including hourly cost per staff position).
- c) Attend a kick-off meeting with City representatives to review the Water Supply Optimization project in detail and determine project requirements and procedures, including the schedule for additional meetings not identified here.

- d) Attending bi-weekly progress meetings with City, assumes 30-minute discussion.

5.2 Runoff Maximization Options – Technical Memorandum 1 (TM-1)

Based on the climate projections, evaluate the maximum and minimum and range of runoff from the watershed/catchment area. Using local water is of utmost interest to the City. The City would like to maximize runoff storage at the dam and minimize loss of water to the ocean. The Design Professional is to perform an analysis of the maximum storage possibility at the dam and offer alternatives and recommendations.

The City is known to have performed several studies regarding the runoff potential at the Hodges catchment area. The purpose of this task is to first collect and compile existing information made available by the City, then organize, catalog, review, and identify existing data gaps to develop a complete understanding of the project elements with respect to runoff in the Hodges Catchment area. The City shall provide access to all existing historic runoff related documents, including studies carried out by other agencies, if available. The Design Professional will research information about catchment runoff potential and climate impacts from published State and Federal documents where available. For example, there may be published research information on the different runoff generation mechanisms on the Hodges catchment area/ watershed: Surface runoff, Infiltration, Throughflow, Percolation, Stream discharge. The Design Professional will include these studies and research papers.

This task will include review of documents at the office and no site visits are anticipated. Interviews shall be done on the phone with people who have been managing this watershed to understand their perspectives and projections. The Design Professional shall inform the City if there are any glaring data gaps that then the City may choose to pursue further studies. New studies, modeling, and projections are not included in this task. This shall be strictly desktop research and analysis based on existing studies and documents.

The Design Professional will distill all the information collected and create most probable estimates of the variation of runoff potential for the watershed

- minimum, mean, median, maximum – along with impacts of climate change and its effect on the runoff potential. The result of this research and analysis shall be presented in a Technical Memorandum 1 (TM-1) for the City to review and understand. This task is limited to literature survey and reporting. A workshop will be held with City and relevant stakeholders (as invited by the City) to review the TM-1. Comments shall be collected at the workshop and within two weeks of this workshop, those comments shall be addressed, and the (TM-1) shall be updated to reflect the comments. It is to be noted that some comments may be beyond the scope of this (TM-1) and might call out new studies, modeling, or further analysis; such comments will be collected and presented to the City for further development but shall not be a part of this study.

5.3 Water Quality Optimization Options – Technical Memorandum 2 (TM-2)

Evaluate the water quality issues at the Hodges Reservoir and develop alternatives for improvement of the water quality so that more water can be moved/cycled through the reservoir to the City, and stakeholders. This can involve treatment options, source control, and any other ideas that are deemed feasible to improve the water quality.

Per the City's 2014 Lake Hodges Reservoir Water Quality Assessment Study Conceptual Planning Report, the major water quality issues at Lake Hodges include algal productivity and eutrophication. Water quality impairments also include exceedances in pH, manganese, turbidity, nitrogen and phosphorous, as well as elevated mercury and methylmercury in reservoir fish.

The purpose of this task is to build on this abovementioned report, collect and compile any additional existing information made available by the City, then organize, catalog, review, and identify existing data gaps to develop a complete understanding of the project elements with respect to Water Quality issues in the Hodges Reservoir and its catchment area. The City shall provide access to all existing historic water quality related documents, including studies carried out by other agencies, if available. The Design Professional will research information about water quality (where available) from published State and Federal documents and studies. For example, the USGS collects

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hydrologic data in various lake settings, studies water, and nutrient budget development, conducts source-loading analysis, explores groundwater interactions, and performs lake water-quality modeling. The Design Professional will include these studies and research papers where available.

This task will include review of documents at the office and no site visits are anticipated. Interviews shall be done on the phone with people who have been managing this lake and watershed to understand their perspectives and projections. The Design Professional shall inform the City if there are any glaring data gaps that then the City may choose to pursue further studies. New studies, modeling, and projections are not included in this task. This shall be strictly desktop research and analysis based on existing studies and documents.

The Design Professional will distill all the information collected and create water quality assessment and prepare conceptual options to improve the water quality. The goal for this exercise is to try to improve the water quality so that it can be used as a credible raw water source for the City (and other regional stakeholders of Lake Hodges). The Design Professional will evaluate existing data and records of water quality in Lake Hodges and determine if trends exist. No new modeling will be performed, this analysis will be strictly based on literature survey. Based on the research and analysis, the Design Professional will come up with options to help improve the water quality so that Lake Hodges water can be used in the local and regional water supply systems. Quagga mussel growth is impacted by the water quality changes, and their remediation will be considered in this options analysis. For example, an option might be to add some preliminary treatment system at the reservoir or build a small treatment plant at some available City location.

Possible conceptual treatment / improvement options shall be tabulated into a Technical Memorandum 2 (TM-2) for the City (and stakeholders) to review and understand. The options shall be developed to have an order-of-magnitude capital costs for implementing them. This will aid the City (and stakeholders) to help with the decision matrix. A workshop will be held with City and relevant stakeholders (as invited by the City) to review the TM-2. Comments shall be collected at the workshop and within two weeks of this

workshop, those comments shall be addressed, and the TM-2 shall be updated to reflect the comments. It is to be noted that some comments may be beyond the scope of this TM-2 and might call out new studies, modeling, or further analysis; such comments will be collected and presented to the City for further development but shall not be a part of this study.

5.4 Water Transport Routes Options – Technical Memorandum 3 (TM-3)

Evaluate options to move water out of Hodges Reservoir and into the City's system. A few options can be reconfiguring / reusing the currently existing systems, but the Design Professional also needs to analyze and present other options to transport the water to the City's system. For example, there might be modifications to be made to existing infrastructure, or new pump stations, or new connections made to other aqueducts and pipelines, etc. Design Professional to review these options with range of ideas for control devices at the inlet tower, withdrawal systems, outlet piping, and mechanical equipment. The expectation is to maximize the water transfer options.

Both the City and SDCWA have water transport infrastructure in the north County leading to south County. The Design Professional will look at all the practical options of using those infrastructures to move water from Hodges Reservoir to the City's system in the mid and south county. Again, the City and SDCWA are known to have performed several studies regarding the transport infrastructure including condition assessment. The purpose of this task is to first collect and compile existing information made available by the City and SDCWA, then organize, catalog, review, and identify existing data gaps to develop a complete understanding of the project elements with respect to various water transport routes. The City shall provide access to all existing historic water transport related documents, including studies carried out by other agencies, if available. For example, all available masterplans for the region shall be reviewed.

This task will include review of documents at the office and no site visits are anticipated. Interviews shall be done on the phone with people who have been managing this water transport infrastructure to understand their perspectives and projections. The Design Professional shall inform the City if there are any

glaring data gaps that then the City may choose to pursue further studies. New studies, condition assessment, modeling, and projections are not included in this task. This shall be strictly desktop research and analysis based on existing studies and documents.

The Design Professional will distill all the information collected and create a matrix of possible routes to transport water from Lake Hodges to the City's system in the south. This will be a mix of options using current existing infrastructure and possible other new routes that may seem feasible and opportune. For example, there can be other connections to SDCWA Aqueduct 2 investigated in the west, or a connection to SDCWA Aqueduct 1 in the east. Conceptual level options and probable order of magnitude costs shall be created for each option, along with opinion of benefits and issues for each option. The result of this research and analysis shall be presented in a Technical Memorandum 3 (TM-3) for the City to review and understand. This task is limited to literature survey and reporting.

A workshop will be held with City and relevant stakeholders (as invited by the City) to review the TM-3. Comments shall be collected at the workshop and within two weeks of this workshop, those comments shall be addressed, and the TM-3 shall be updated to reflect the comments. It is to be noted that some comments may be beyond the scope of this TM-3 and might call out new studies, condition assessment, modeling, or further analysis; such comments will be collected and presented to the City for further development but shall not be a part of this study.

- 5.5 Interagency Agreements Update Options – Technical Memorandum 4 (TM-4)**
Reinvestigate the interagency agreements and recommend a range of equitable solutions for the City and associated stakeholder, to collaborate and maximize the utilization of the water at Lake Hodges.

Lake Hodges is an important part of SDCWA's Emergency Storage Project, with Hodges Pump Station and Lake Hodges-to-Olivenhain pipeline allowing Lake Hodges to be used for storage and supply to the regional water supply system operated by the SDCWA. Additionally, the Lake Hodges Pumped Storage Project (PSP) operations at Lake Hodges are used for energy generation around the

year by SDCWA. Additionally, the City has contractual obligations to supply water from Lake Hodges Reservoir to Santa Fe Irrigation District (SFID) and San Dieguito Water District under the terms and conditions of the 1998 City Agreement with the Districts.

The City's intention is to maximize the beneficial use of the Hodges Reservoir for the entire county, part of which will also be to benefit the City. As a part of this task, the Design Professional will review all existing water contracts in the County and analyze for an opportunity to improve collaboration and coordination between the stakeholders in North County. The Design Professional will investigate a range of possible water sharing options and create a matrix of cost/ benefits. These shall be presented in a draft Technical Memorandum 4 (TM-4) for the City and stakeholders to review and understand. This task is limited to literature survey and reporting, no political negotiations shall be performed as a part of this task.

A workshop will be held with City and relevant stakeholders (as invited by the City) to review the TM-4. Comments shall be collected at the workshop and within two weeks of this workshop, those comments shall be addressed, and the TM-4 shall be updated to reflect the comments. It is to be noted that some comments may be beyond the scope of this TM-4 and might call out new studies or further analysis; such comments will be collected and presented to the City for further development but shall not be a part of this study.

5.6 Workshops with City and Stakeholders

Four (4) workshops are planned with the City and Stakeholders to discuss each TM and discuss the relevant options that are acceptable to all. The options shall be ranked per beneficial criteria developed for these workshops. A fifth workshop will be used to discuss the various preferred options and iron out the needs of each stakeholder, discuss the terms of collaboration, and discuss costs.

After each workshop, the Design Professional will hold discussions with the City to discuss and document the decisions. These will be provided to the City in email format. During these meetings, two alternatives will be identified to develop further.

5.7 Detail Development of Two Alternatives – Technical Memorandum 5 (TM-5)

Based on the Workshops in Task 5.6, two (2) viable alternatives shall be identified for further development. For each alternative, details will be developed for:

- a) Rough order of magnitude estimates of water recovery capability.
- b) Pretreatment for improving water quality and for meeting regulatory considerations.
- c) Water transport description.
- d) Interagency collaboration plan.
- e) Description of facilities that need to be included in the Hodges Dam design and approximate cost and schedule, e.g., number of gates/inlets/outlets, capacity of openings, piping, mechanical equipment.
- f) Description of facilities that will have to be built outside of the Hodges Dam envelope, with approximate cost and schedule.

The two selected alternatives shall be presented to the City and relevant stakeholders in a Technical Memorandum 5 (TM-5). The Design Professional may recommend the most appropriate alternative for consideration. A meeting shall be held with the City and the stakeholders with the intent of selecting and finalizing one alternative as the project moves forward. Buy-in from stakeholders is key, for cost sharing may be needed as well for a successful project.

5.8 Selected Alternative – Preliminary Design Report (PDR), 10% level

In this 10% level PDR will involve deeper scope development and costing for all the elements of the selected alternative. The Design Professional will conduct field reconnaissance to better understand existing conditions pertinent to design of the various project components. This task will involve multiple staff including civil, water resources, and environmental engineers. The 10% PDR will include schematic plans having suitable detail to develop construction cost opinions and to identify potential impacts to the environment, utilities, rights-of-way, and the surrounding areas. The final deliverable will include schematic plans (10% design level), developed with limited engineering calculations, and a design report summarizing findings

and recommendations. The Design Professional will develop an order of magnitude construction cost estimate for each stand-alone segment of the proposed improvements. These figures will be based on available information regarding similar projects constructed elsewhere, as refined based on general quantity and cost assumptions and limited quantity take-off. The final deliverable under this task will represent an early opinion of probable construction costs based on limited design or schematic level detail. The following is anticipated to be part of the report:

- a) Project Description with individual components
 - i. Preliminary Overall Site Plan.
 - ii. Conceptual Layouts.
 - iii. Recommended topographic changes including proposed contours.
 - iv. Condition of Existing Facilities – description and how they are linked to this selected alternative.
 - v. Conveyance Requirements
 - preliminary sizing
 - materials selection
 - description of route
 - vi. Supporting Infrastructure – existing and required.
 - vii. Demolition scope.
 - viii. Mechanical – pipe, valve, equipment lists (10% level).
 - ix. Power Supply – Electrical Distribution needs – existing and required.
 - x. I&C, Control, Communications – existing and required.
- b) Basis of Design
 - i. Compile Existing Mapping and Available Data – Obtain or borrow copies of available plans, engineering drawings, utility as-built plans, prior studies, and other available information from City.
 - ii. Present and Future Capacities.
 - iii. Preliminary Hydraulics.
- c) Project Considerations
 - i. Permit Requirements.
 - ii. Land Ownership.
 - iii. Potential right-of-way constraints.

- iv. Environmental Issues and studies required.
 - v. Survey requirements and scope.
 - vi. Geotechnical/Structural Issues and scope of further study.
 - vii. Neighborhood Input/Architectural Considerations.
 - viii. Utilities and Agencies impacted, scope.
 - ix. Security Issues.
 - x. Stormwater management techniques and compliance with pertinent environmental regulations.
 - xi. Access control and traffic circulation under proposed conditions.
 - xii. Sustainable Design considerations.
- d) Project Management
- i. Discussion on constructability issues.
 - ii. Schedule Requirements.
 - iii. Program/Project Phasing.
 - iv. Delivery Strategy.
- e) Capital and O&M Cost Opinions.
- i. Life Cycle Costs (Present Worth, Annualized Cost).
 - ii. Construction and O&M.
 - iii. Construction Sequencing.
 - iv. Cash Flow Projections.
- f) Operations Program
- i. Planning and Staffing discussion.
 - ii. Interagency Agreements
 - New/ updates/ changes
 - Schedule

The Design Professional will submit draft 10% plans and preliminary engineering report to the City and stakeholders for review and comment. A design review meeting shall be held to discuss the submittal. Following the design review meeting, the Design Professional will incorporate the City's and stakeholders' review comments, as agreed, furnishing written responses to comments. Revisions shall be made to the submittal, cost opinion and design report accordingly and the Final 10% PDR Design deliverables will be submitted to City/ stakeholders.

5.9 Water Supply Optimization Assumptions / Deliverables:

- a) Progress reports.
- b) Kickoff meeting.
- c) Bi-weekly progress meetings – 30 minutes duration.
- d) TM-1 through TM-5 –electronic MS Word and electronic PDF.
- e) Workshops with City and Stakeholders – 5 total, each 2 hours in duration.
- f) Preliminary Design Report (draft and final) – electronic MS word and electronic PDF.
- g) Agendas and meeting minutes for all formal meetings.

6.0 Agency Reviews and Permitting

The Design Professional will obtain all necessary permits and approvals for the design and construction of the new RCC Dam and appurtenant structures.

6.1 Division of the Safety of Dams (DSOD) Submittal

The Design Professional will submit full design packages, as described in 3.0 Design Development, to the DSOD for review at each design phase (30/60/90/100%/Final). Submittals to DSOD must comply with all requirements set forth by DSOD with respect to dam design and construction.

The Design Professional will compile review comments at each design phase and use a comment tracking form for accurate record keeping and reference as responses are generated. City will pay for all DSOD fees throughout the Project.

Anticipated DSOD meetings include:

- a) 10% Design Presentation (lead by GEI Team)
- b) Technical Meeting #1 – Geotechnical/Hydrology
- c) 30% Design Workshop #1
- d) 30% Design Workshop #2
- e) Technical Meeting #2 – Seismic
- f) 30% Design Workshop #3
- g) Technical Meeting #3 – Seismic*
- h) 60% Design Workshop #4*
- i) 60% Design Workshop #5*
- j) 60% Design Workshop #6*
- k) 90% Design Workshop #7*

- l) 90% Design Workshop #8*
- m) 100% Design Workshop #9*
- n) 100% Design Workshop #10*

*Workshops & Technical Meetings identified to occur in subsequent phases.

6.2 City of San Diego Submittals

The Design Professional will submit full design packages as described in 3.0 Design Development, to the City for review at each design phase (30/60/90/100%). The Design Professional will compile review comments at each design phase and use a comment tracking form for accurate record keeping and reference as responses are generated.

6.3 County of San Diego Submittal

The Design Professional will submit traffic control design packages, to the County for review at each design phase (30/60/90/100%) to obtain required traffic control permits associated with this Project. The Design Professional will compile review comments at each design phase and use a comment tracking form for accurate record keeping and reference as responses are generated.

6.4 San Diego Gas & Electric Submittal

The Design Professional will lead the effort to obtain required electrical improvements for the construction power and permanent power. Permanent power will be supplied by the existing service or a new/improvement 3-phase 480-volt supply. Provisions to provide a temporary construction power (12-kV) to feed the RCC batch plant will also be investigated. Being a temporary supply for construction, the City would likely be responsible for the cost associated with these infrastructure improvements. But the option will be investigated so it can be compared to the contractor provided temporary power (diesel generators) and the most cost-effective solution chosen.

The Design Professional will work through the normal SDG&E permitting process and will submit full permit packages as required. Design Professional will attend meetings as required, up to 4 meetings, to obtain approval. The Design Professional will compile review comments at each design phase and use a comment tracking form for accurate record keeping and reference as responses are generated.

6.5 City of Escondido Submittal

The Design Professional will submit traffic control packages, to the City of Escondido for review at each design phase (30/60/90/100%) to obtain required Traffic Control permits associated with this Project. The Design Professional will compile review comments at each design phase and use a comment tracking form for accurate record keeping and reference as responses are generated.

6.6 Communications Submittal

The Design Professional will work with impacted communication entities (AT&T, Cox, etc) to obtain approval to relocate any required infrastructure related to the construction of the new dam facilities.

The Design Professional will work through the normal permitting process and will submit full permit packages as required. Design Professional will attend meetings as required, up to 4 meetings, to obtain approval. The Design Professional will compile review comments at each design phase and use a comment tracking form for accurate record keeping and reference as responses are generated. A budget allocation has been developed for this work effort.

6.7 Agency Reviews and Permitting Assumptions / Deliverables:

- a) Compile review comment spreadsheet in MS Excel.
- b) County of San Diego – Up to 6 meetings.
- c) San Diego Gas & Electric – Up to 4 meetings.
- d) City of Escondido – Up to 4 meetings.
- e) Communications – Up to 4 meetings.
- f) Agendas and meeting minutes for all formal meetings.

7.0 ENVIRONMENTAL SERVICES

The Design Professional shall perform the work delineated below, meeting all City guidelines and regulatory requirements.

7.1 Project Management

7.1.1 The Design Professional shall be responsible for maintaining the Project's Administrative Records in accordance with State CEQA Guidelines.

7.1.2 The Design Professional shall be responsible for submitting all reports to the PUD Environmental Section Project Manager. PUD will forward these reports to other City Departments and any other appropriate agencies. The Design Professional shall not send the reports to DSD,

Planning, or any other appropriate agency directly unless directed by PUD. Draft EIR deliverables also include drafting of public notices and findings as appropriate.

7.2 Project Initiation and Scoping

Design Professionals shall perform the services for the Project to support the scoping of the environmental document and initial design that include but are not limited to the following tasks:

7.2.1 Review of 10% Design Study (to be provided by City) to develop a comprehensive Project description that incorporates multiple project alternatives. The Project description shall be prepared as an initial startup task and will be used to help refine the analysis required. The development of the Project description shall run concurrently with the initiation of technical studies, including field surveys.

7.2.2 Draft the Notice of Preparation in accordance with City standards, attend the scoping meeting and provide technical assistance as necessary including preparation of visual aids such as posters, maps, and figures to be displayed at the meeting as well as providing transcription services.

7.3 Research and Technical Studies

Design Professionals shall collect background data for use in the EIR and assimilate existing information from relevant planning documents, existing environmental documents, existing and proposed operational plans, or other relevant information.

The Design Professional shall conduct field surveys and prepare technical studies as noted below to support the Draft EIR. Technical studies shall assist with forming the basis of the environmental setting and assist with the impact analysis for the proposed Project and alternatives including the identification and implementation of a compensatory habitat mitigation site. All technical studies shall be the responsibility of the Design Professional. Studies must include analysis under all applicable local, state, and federal regulations and the applicable guidelines of the City of San Diego and other permitting agencies.

The following field surveys, technical analysis, and reports are anticipated for the Project, but this may not represent a comprehensive list of what will be required for environmental review and permitting.

7.3.1 Biological resource surveys and Biological Resources Technical Report

- a) Obtain and review existing Helix dams' maintenance program environmental data.
- b) General reconnaissance survey, vegetation mapping, and habitat evaluation.
- c) Delineation of jurisdictional wetlands/waters and preparation of an Aquatic Resources Delineation Report (ARDR).
- d) Rare plant surveys
 - i. Spring, Summer, Fall 2025
- e) Wildlife corridor assessment.
- f) Wildlife protocol surveys for threatened and endangered species
 - i. California Gnatcatcher
 - ii. Least Bell's Vireo
 - iii. Southwest Willow Flycatcher
 - iv. Crotch's Bumble Bee

7.3.2 Archaeological resources surveys and technical report

- a) Prepare cultural resources APE map; conduct records search and literature review.
- b) Conduct field survey.
- c) Prepare CEQA and federal Section 106 tech report (1 report covering both); prepare up to 12 DPR forms for report inclusion.

7.3.3 Historical resources (built environment) documentation and impact analysis

- a) CEQA impact analysis, tech report.
- b) 106 tech report (separate report for federal component).
- c) Historic American Engineering Record (HAER) report (CEQA/106 mitigation); includes photo documentation but excludes drawings, assuming City has adequate as-built drawings.

7.3.4 Air Quality and Greenhouse Gas Emissions

- a) Modeling, CEQA and NEPA impact assessments; quantify emissions from the project and one build alternative to satisfy CEQA and NEPA requirements.
- b) AQ/GHG Technical Report.
- c) City Climate Action Plan Consistency Analysis.
- d) Construction phase health-risk assessment.

7.3.5 Construction Noise Technical Report

- a) Modeling, CEQA and NEPA impact assessments; quantify emissions from the project and one build alternative to satisfy CEQA and NEPA requirements.

7.3.6 Visual Impact Assessment/Visual Simulations

- a) Four visual simulations of the project.
- b) Two visual simulations of the build alternative for CEQA and NEPA requirements.
- c) No technical report; simulations and analysis incorporated into CEQA and NEPA documents.

7.3.7 Water Quality Technical Report

7.3.8 Land Use and Recreational Impact Report

7.3.9 Traffic Impacts Analysis (Vehicle Miles Traveled Screening)

7.3.10 Paleontological Resources Impact Assessment

- a) Records search and CEQA/NEPA sections; no standalone report needed.

7.3.11 Geologic Hazards Report

7.3.12 Mitigation planning support and development of habitat mitigation plans

- a) Upland restoration plan (temporary impacts).
- b) Wetland restoration plan (temporary impacts).
- c) Offsite wetland restoration plan (permanent impacts).

7.4 Preparation of Environmental Documents

7.4.1 Environmental Impact Report

Design Professionals shall conduct an environmental impact review and prepare all documents necessary for the Project to achieve compliance with CEQA. The CEQA document is assumed to be an EIR with the City of San Diego serving as the lead agency. The report shall

be prepared in accordance with the City of San Diego's Environmental Impact Report Guidelines (updated December 2005) and California Environmental Quality Act - Significance Determination Thresholds (September 2022).

Resource areas to be analyzed in the report include: Air Quality, Biological Resources, Geologic Conditions, Growth Inducement, Health and Safety, Historical Resources, Hydrology, Land Use, Noise, Paleontological Resources, Public Services and Facilities, Public Utilities, Transportation, Visual Effects (and Neighborhood Character), Water Quality, and Greenhouse Gas Emissions. During scoping, additional issues may be identified that need to be incorporated into the analysis. Likewise, issues listed here may be determined to not need an in-depth analysis and impacts discussion. The issues to be analyzed will be vetted during the project description development phase.

Deliverables: A minimum of three (3) screen check drafts of the EIR are anticipated. The Design Professional shall be responsible for incorporating and tracking all comments and changes from PUD and other City reviewers. The Design Professional shall also prepare the Draft EIR and relevant noticing for public distribution and Final EIR including responses to public comments. Two drafts of the Final EIR are anticipated.

7.4.2 National Environmental Policy Act/CEQA-Plus

The Project is anticipated to require an individual permit from the USACE for impacts to Waters of the United States. The Design Professional shall provide support services as necessary to facilitate permit acquisition including preparation of an Environmental Assessment (EA) consistent with CEQ NEPA Regulations, 40 C.F.R. Section 1508.9 and Finding of No Significant Impact, if appropriate. The EA is intended to be a concise document that (1) briefly provides sufficient evidence and analysis for determining whether to prepare an Environmental Impact Statement (EIS); (2) aids an agency's compliance with NEPA when no EIS is necessary; and (3) facilitates the preparation of an EIS when one is necessary.

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The EA will include brief discussions of: (1) the purpose and need of the project, (2) alternative courses of action for the project which involves conflicts concerning alternative uses of available resources and a "No Action Alternative", (3) the environmental impacts of the Proposed Action, Alternatives, and the No Action Alternative, and (4) a listing of agencies and persons consulted. Resource areas to be analyzed in the report include: Biological Resources, Noise, Environmental Justice, Visual Resources, Recreational Resources, Geology and Minerals, and Water Resources. During scoping, additional issues may be identified that need to be incorporated into the analysis. Likewise, issues listed here may be determined to not need an in-depth analysis and impacts discussion. The issues to be analyzed will be vetted during the project description development phase. The Design Professional shall also provide support services for the Biological Assessment and draft Biological Opinion, Tribal Consultation under Section 106 of the NHPA, or other items needed to facilitate the USACE permit process or NEPA clearance.

The Project may also include federal funding administrated by the State Water Resources Control Board and the Design Professional is expected to provide required federal "cross-cutters" necessary for the administration of federal funding for the Project (completion of "CEQA-plus"). The Design Professional shall update or utilize data from the CEQA technical studies as much as possible to satisfy federal requirements.

Deliverables: A minimum of three (3) screen check drafts of the EA are anticipated. The Design Professional shall be responsible for incorporating and tracking all comments and changes from USACE and SWRCB reviewers (assume concurrent review). The Design Professional shall also prepare the Draft EA, Draft FONSI and relevant noticing for public distribution and Final EA including responses to public comments. One draft of the Final EA, FONSI, and Decision Record are anticipated.

7.5 Permitting

Design Professionals shall prepare permit applications, attend necessary pre-filing meetings, and assist City staff with procurement of Site Development Permit, USACE Section 404 Permit, RWQCB Section 401 Certification, and CDFW Section 1602 – Lake and Streambed Alteration Agreement, CDFW ITP for Crotch’s bumble bee, and SHPO concurrence for cultural resources. Environmental support for the USACE as detailed in section 7.4.2 shall be provided by the Design Professional. The Design Professional shall advise the City on any permit streamlining that is available to the Project. Permits shall also include coverage (if needed) for the implementation of compensatory mitigation for the Project. The City shall be the lead for communications with any external agency unless the Design Professional is granted permission to engage otherwise.

Design Professional shall prepare permit application and documents necessary for a Site Development Permit (SDP) submittal. Drafting of the SDP Findings for impacts to environmentally sensitive lands as required under the Municipal Code (which could include impacts to steep hillsides, biological resources, floodplain, and historical resources) will also be required. All technical documents prepared to support the Environmental Impact Report and the Findings shall be reviewed by the appropriate City Department(s) and comments incorporated.

7.6 Meetings

Design Professional shall attend meetings with City staff, Design Professionals, Project stakeholders, responsible agencies, and interested parties as requested. Design Professional shall attend up to twenty (20), three (3) hour meetings as requested. Design Professional shall provide the City with minutes of each meeting within three (3) working days of the meetings.

7.7 Weekly Status Calls

Design Professional shall coordinate and facilitate weekly status conference calls with PUD Environmental staff and others as appropriate. These calls shall be used to discuss progress, outstanding issues, and items necessary to keep the project moving forward. Design Professional shall assume seventy-five (75) one (1) hour calls could be needed. This subtask item shall also include time necessary to

strategize and coordinate the preparation of the EIR, including confirmation of appropriate format, determination of alternatives to be considered, degree to which alternatives shall be analyzed, and responsibilities to consult with Native American tribes under AB 52.

7.8 Environmental Services Assumptions / Deliverables:

- a) Maintain Project's administrative record in accordance with State CEQA guidelines.
- b) Prepare Project description – electronic MS Word and electronic PDF.
- c) Draft Notice of Preparation – electronic MS Word and electronic PDF.
- d) Biological resource surveys. Rare plant surveys Spring, Summer and Fall 2025. Wildlife – California Gnatcatcher, Least Bell's Vireo, Southwest Willow Flycatcher and Crotch's Bumble Bee.
- e) Biological Resources Technical Report – electronic MS Word and electronic PDF.
- f) Archaeological resource surveys and technical report – electronic MS Word and electronic PDF.
- g) Historical resources documentation and technical report – electronic MS Word electronic PDF.
- h) Air quality and greenhouse gas emissions analysis and technical report – electronic MS Word and electronic PDF.
- i) Construction noise technical report – electronic MS Word and electronic PDF.
- j) Visual impact assessment/simulations. 4 visual simulations of the Project, 2 visual simulations of the build alternative – electronic PDF.
- k) Water quality technical report – electronic MS Word and electronic PDF.
- l) Land use and recreation impact report – electronic MS Word and electronic PDF.
- m) Traffic Impacts Analysis – electronic MS Word and electronic PDF.
- n) Paleontological resources impact assessment.
- o) Geologic hazard report – electronic MS Word and electronic PDF.
- p) Development of Habitat Mitigation Plans – electronic MS Word and electronic PDF.
- q) Environmental Impact Report (3 screen check drafts/2 drafts of the final) – electronic MS Word and electronic PDF.

- r) Preparation of an Environmental Assessment (EA) for support to facilitate permit acquisition (3 screen check drafts/1 draft final) – electronic MS Word and electronic PDF.
- s) Final EA, FONSI, and Decision Record – electronic MS Word and electronic PDF.
- t) Permitting applications: USACE Section 404, RWQCB Section 401, CDFW Section 1602, CDFW ITP for Crotch's Bumble Bee and SHPO – electronic MS Word and electronic PDF.
- u) Agendas and meeting minutes for all formal meetings.

8.0 Public Outreach Support

8.1 Public Scoping Meeting

This item shall include public outreach support during the environmental process. It is expected that two (2) public scoping meeting will be held during the EIR scoping phase. The Design Professional shall attend the scoping meetings and provide technical assistance as necessary, including meeting coordination and logistic support (including securing meeting venues, set up and breakdown of meeting room(s), providing a meeting moderator and providing technical support for meeting logistics on site), preparation of visual aids such as posters, maps, and figures to be displayed at the meetings and transcription services. The Design Professional will develop scoping/scoping meeting notifications and validate the mailing list for distribution of mailed notifications. Additionally, the Design Professional will: (1) prepare content for the City to upload to its website, which could include graphics and Frequently Asked Questions; (2) coordinate and support stakeholder briefings and provide input into briefing materials, which could include preparation of presentation slides or printed materials; and (3) develop a public scoping report.

8.2 Draft EIR Public Meeting

Time should also be included for up to two (2) public meetings during the Draft EIR/EIS public review period. Assumes one (1) in-person meeting and one (1) virtual meeting. The Design Professional shall attend the public meeting(s) and provide technical assistance as necessary, including meeting coordination and logistics support (including securing meeting venues, set up and breakdown of meeting room(s), providing a meeting moderator and providing technical support for meeting logistics on site), preparation of visual aids such as posters, maps,

and figures to be displayed at the meetings, preparation of a fact sheet and handouts, and transcription services. The Design Professional will develop Draft EIR/EIS release/meeting notifications and validate the mailing list for distribution of mailed notifications. Additionally, the Design Professional will: (1) prepare content for the City to upload to its website, which could include graphics and Frequently Asked Questions; and (2) coordinate and support stakeholder briefings and provide input into briefing materials, which could include preparation of presentation slides or printed materials.

Additional Final EIR/EIS and NOD/ROD notifications shall be provided as needed to support the environmental review process.

8.3 Outreach Support During Design

Outreach consistent with the City's dams & reservoir outreach strategy shall be included in this scope. Outreach activities may include the development and deployment of outreach plans and messaging documents, development and implementation of informational materials, stakeholder engagement through meetings and field outreach, notification development and implementation in a variety of methods including advertisements, earned media, translation services, graphic design services, and inquiry management services. This task also includes coordination with the Project team to ensure communication is accurate and timely with Project schedules.

8.4 Outreach Support During Construction

Outreach consistent with the City's dams & reservoir outreach strategy shall be included in this scope. Outreach activities may include the development and deployment of outreach plans and messaging documents, development and implementation of informational materials, digital and out-of-home advertising, stakeholder engagement through events, meetings and field outreach, notification development and implementation in a variety of methods, media relations support, translation services, graphic design services, milestone events such as a groundbreaking and/or completion event, and inquiry management services. This task also includes coordination with the Project team to ensure communication is accurate and timely with project schedules.

8.5 Public Outreach Support Assumptions / Deliverables:

- a) Attend two (2) public scoping meetings, provide technical services, meeting coordination, logistic support, visual aids and transcription services.
- b) Develop scoping notifications.
- c) Develop content for website, coordinate stakeholder briefings and develop public scoping report.
- d) Attend two (2) public meetings during the Draft EIR/EIS review period provide technical services, meeting coordination, logistic support, visual aids and transcription services.
- e) Develop Draft EIR/EIS release/notifications.
- f) Develop content for website, coordinate stakeholder briefings and develop public scoping report.
- g) Development and deployment of outreach plans, informational materials, stakeholder engagement, advertising, media relations support, and graphic support.
- h) Outreach Plans shall include identification of audience, specific measurable goals and identification of metrics that will be used to measure progress toward the Project goals.

AS-NEEDED ADDITIONAL SERVICES

AS.1 PARTNERING

AS1.1 Partnering

Design professional will attend quarter partnering session as lead by the City/Partnering Consultant. Meetings are anticipated to be four (4) hours in duration and will be attended by the key Design Professionals staff including the Project Director, Project Manager, Deputy Project Manager, Engineering Manager, CMAR Manager, RCC Manager, Environmental Manager and Public Outreach Manager.

AS1.2 Partnering Assumptions / Deliverables:

- a) Assumes 24 meetings at City office or other local office. Out-of-town staff will attend in person twice per year, other meetings will be attended virtually.

AS.2 ONSITE QUARRY INVESTIGATION**AS2.1 Perform Onsite Quarry Investigation**

Design Professional shall identify and investigate up to two (2) quarry locations, one immediately upstream and one immediately downstream of the existing dam for potential sources of onsite aggregate materials. Up to four (4) borings along with geologic field investigation and mapping will be conducted per site. Laboratory testing of the borings will be conducted to determine rock strength as well as assessing the aggregates for processing. Result of the investigation will be presented within a Technical Memorandum (TM) and presented to the City upon review of the TM.

AS2.2 Onsite Quarry Investigation Assumptions / Deliverables:

- a) Eight rock corings performed to a maximum depth of 50 feet bgs, with associated laboratory testing.
- b) Helicopter mobilization and drilling platforms for rock core borings.
- c) Geological mapping.
- d) DSOD work plan and San Diego County DEH permit.
- e) Drum disposal of IDW from quarry borings.
- f) Downhole geophysical surveys consisting of ATV or OTV and OYO P-S suspension logging.
- g) Up to two VWP's installed in the boring with a total of four site visits over a period of one year for piezometer data collection.
- h) Technical Memorandum – electronic MS Word or electronic PDF.

AS.3 Board of Senior Consultants Workshops**AS3.1 Board of Senior Consultants Workshops**

Design Professional shall prepare for and conduct review workshops with the Board of Senior Consultants (as appointed by the City). Meeting will be held in person at the City's facilities. Up to eight (8) meetings will be held including: kickoff, 30% design review, 60% design review, 90% design review, 100% design review, pre-construction, and two during construction. Meeting duration is assumed to be up to eight (8) hours in duration. Design Professional will create agenda and all presentation materials. Meeting minutes will be compiled and sent to all attendees for review with comments being incorporated and minutes being finalized for record copy.

AS3.2 Board of Senior Consultants Assumptions / Deliverables:

- a) Prepare for and conduct 8 in-person workshops, 8-hour durations.
- b) Compile list of all comments and responses – electronic MS Excel and PDF format files.
- c) Agendas and meeting minutes for all formal meetings.

AS.4 Cybersecurity Design

AS4.1 Cybersecurity Design

The rise in cyber security threats, increased focus on regulations, and safety concerns have made cyber security a business imperative. Cyber threat actors are adapting their tactics and focus to target critical infrastructure as they realize that they can produce physical, real-world impacts through digital attacks. This poses a clear and present operational and safety risks.

The City is adapting to the expanding cyber threat environment and realizes that building in cyber is better than bolting it on after the site is operational. Thus, the City has requested a security-by-design approach. By accounting for cybersecurity from the beginning, the City will optimize its security posture and minimize the cost of creating a strong cyber program.

Outcomes

- a) Integrate cybersecurity into the design of the asset in order to optimize the cybersecurity posture and minimize cyber risk.
- b) Drive alignment with standards that meet CISA, DHS and other government mandates and requirements. Internationally recognized standards such as IEC 62443 and NIST will allow the City to comply with existing and future requirements.
- c) Develop a roadmap for integration and development of security technologies and capabilities across IT and OT networks.
- d) Identify physical security factors that directly impact cyber risk.
- e) Develop a clear plan on how to minimize cybersecurity risk throughout the build and commissioning stages.
- f) Design communications with and integration of cyber capabilities with the City's Security Operations Center.

Designing in cyber at this stage will guide the scope and development of the cyber technologies and capabilities that will be built into the asset during the Project.

The Design Professional will develop a security-by-design design masterplan for the Lake Hodges Dam Replacement Project. The masterplan is a comprehensive strategic document outlining City's long-term approach to security for the dam. The development of the plan starts by assessing the organization's unique risks, threats, and vulnerabilities. This assessment considers factors like the value of the asset being protected, the likelihood of different threat scenarios, and existing security measures. The masterplan aligns security goals with the City's overall objectives, ensuring security investments make sense strategically.

Key Activities for the Security Master Plan

- a) **Maturity and Compliance Assessment** – The Design Professional will conduct proprietary maturity assessment of applicable risk controls. This assessment aligns with globally accepted cybersecurity standards, such NIST and IEC 62443. It will include target states, risk reviews, and specific recommendations to optimize the security posture of the asset.
- b) **Risk Workshop** – As part of the Maturity Assessment, the Design Professional will conduct a 1/2 day – 1 day risk workshop. The objective of the workshop is to identify the key risks and security priorities for the asset. Output from this workshop impacts the target state and recommendations for the Security Master Plan.
- c) **Security Architecture Review** – The Design Professional team will conduct a detailed review of the network and site architecture to develop recommendations for optimizing security. The analysis will include (but not limited to) network visibility, segmentation recommendations, access, and risk prioritization.
- d) **Documentation Review** – The Design Professional will review documentation relevant to the design and build of the asset. Examples include, feed documentation, specifications, strategic plans, policies, and procedures. The Design Professional will define the list of documents at Project kickoff and will develop a list of cyber-related recommendations for these documents. Please note that the Design Professional will not develop new documentation at this stage.
- e) **Cyber Technology Analysis** – The Design Professional will assess and recommend cybersecurity technology that should be considered for integration into the asset network and operations. These technologies

would optimize the visibility and control of the network and cyber environment.

- f) **Supply Chain Cybersecurity Recommendations** – The Design Professional team will develop a list of recommendations and guidance for optimally managing supply chain cybersecurity risks. The analysis will cover the selection and management processes.
- g) **Clean Build Plan Development** – The Design Professional will develop guidance relating to the processes, procedures, and requirements necessary to minimize cybersecurity risk throughout the build and commissioning stages. Please note that this will not be a detailed list of processes, but rather core guidance and recommendations to ensure strong cyber hygiene throughout the build and delivery phases.

AS4.2 Cybersecurity Design Assumptions / Deliverables:

- a) **Risk Workshop Summary Document** – Upon completion of the risk workshop the Design Professional will provide a summary of key insights and outcomes.
- b) **Security-By-Design Master Plan** – The outputs from activities from above will be captured in a Security Master Plan. This plan will provide cybersecurity guidance for the build and delivery stages of the Project. This plan will include (but not limited to):
 - i. Cyber risk analysis.
 - ii. Compliance and maturity assessment, with recommendations.
 - iii. Security architecture analysis and recommendations.
 - iv. Cybersecurity technology analysis and recommendations.
 - v. Policy and documentation guidance.
 - vi. Supply chain cybersecurity recommendations.
 - vii. Clean build plan.
- c) **Executive Summary Presentation** – The Design Professional will provide a summary presentation that can be shared with executives and decision makers. The Design Professional will also be available to present at up to three executive meetings.

FUNDING PHASE 2

9.0 60% Design Development

The Design Professional shall provide full design services for the new replacement RCC Dam, including design drawings, Project specifications, design memorandum and permits. The Design Professional will be required to hold working meetings with Project agencies (stakeholders) at all stages of design (60/90/100%/Final) to receive concurrence. The Design Professional shall not rely upon or assume the application of the City's full construction cost budget for the work. Up to three individual bid packages will be developed under this effort: 1) Site Access; 2) Foundation Excavation / Grouting; and 3) New Dam Construction / Commission / Demolition of Existing Dam. The 60% Design Development shall be split into tasks as described below.

9.1 60% Prepare Engineering Plans

The Design Professional shall prepare a complete 60% design package, including engineering construction documents, for submittal to the City and the DSOD. The design packages shall conform to the City's design guidelines and CADD standards.

Each design package shall be submitted to the City and DSOD for substantial review and comments. Comments from each review cycle shall be incorporated into the subsequent submittal for compliance. The anticipated drawing list is included in Appendix C (Preliminary Drawing List).

9.2 60% Updated Design Memorandum

The Design Professional shall update the Design Memorandum at each design phase, including but not limited to a general description, background analysis, design storm, hydrology, seismicity (seismic hazard analysis – 3 time history), existing dam stability and notch stability, ground motion analysis, RCC Analysis (mix design, facing systems, thermal design, construction, foundation excavation, drainage gallery, 2-D stability (static and pseudo-dynamic using CADAM or ANSYS), structural evaluations (up to 4 loading conditions), grout curtain, abutments, dewatering, instrumentation and monitoring plan, control system integration, HVAC, outlet works (outlet tower and downstream

emergency release valve, including computational fluid dynamics), spillway design (including computational fluid dynamics), crest details, spillway capacity table, electrical, security, corrosion, decommissioning, temporary bypass, hydraulics and pipe design.

9.3 60% Prepare Construction Specifications

The Design Professional will prepare Technical Specifications to be submitted with the 60% design package. The anticipated technical specification list is included in Appendix D (Preliminary Specification List).

9.4 Inundation Map Preparation

The Design Professional will prepare a comprehensive Inundation Map, per DSOD requirements for review and approval. A Draft Inundation Map shall be prepared by the end of the 60% design phase and a Final Inundation Map shall be prepared for the 90% design phase submittal. The Inundation Map is required to be reviewed and approved by DSOD.

Assumptions of the inundation map work include:

- a) The model will be developed for a dam breach and run for the sunny-day failure condition as per regulations 23 CCR §335.6.
- b) Reservoir level will be at spillway crest and failure mode will be a piping failure.
- c) Sediment impounded in the reservoir will be modeled as water.
- d) Terrain data will be USGS one-meter DEM data, which meets 23 CCR §335.20 regulations.
- e) Breach parameters will come from Table 9-3 of the FEMA P-946 which meets state regulations.
- f) Mapping will extend from the dam to the Pacific Ocean.
- g) Determine channel and floodplain roughness characteristics.
- h) Develop 2D modeling parameters.
- i) Bridge structures are assumed to wash away and not be modeled.
- j) Model runs will include inundation boundary, flood wave arrival times, maximum depth, and velocity.

A Technical Memorandum (TM) will be prepared to document the work and results. One draft of the TM will be submitted to the City for review prior to DSOD submittal. Comments received from the City will be incorporated into the TM and

a final TM approved by the City will be submitted to DSOD as a draft for review. Comments from DSOD will be addressed and the TM will be finalized and submitted to the City and DSOD for record copy.

9.5 Emergency Action Plan Preparation

The Design Professional will prepare an Emergency Action Plan, consistent with California Office of Emergency (Cal OES) guidelines, for review and approval. The Design Professional will coordinate with the City and agency stakeholders to develop a Draft Emergency Action Plan (Draft EAP) as part of the 60% design submittal. The Design Professional will first coordinate with the City to establish the template for development of the Draft EAP. Information presented in the existing Lake Hodges Dam EAP, in EAPs for other dams owned by the City, and in design documents will be reviewed for Draft EAP development. The Design Professional will then prepare a digital working Draft EAP for review and comment by the City. The working Draft EAP is a collaborative document, wherein the Design Professional initially crafts all required Draft EAP information based on their best understanding of City processes and resources and previous experience. City staff will provide direct input on the accuracy of information presented in the working Draft EAP. This approach allows for a quicker maturation of the document without the need for multiple up-front meetings to gather data. This approach relies on the thorough review of the Draft EAP by City personnel at multiple levels and with varying responsibilities. Suggested reviewers within the City include: security specialists, public information officers, emergency preparedness specialists, dam safety engineers and the EAP coordinator. During development the Draft EAP will be regularly reviewed and cross-referenced with the CalOES EAP Checklist, dated November 2020, to meet regulatory requirements.

A Final Emergency Action Plan (Final EAP) shall be prepared for the 90% design phase submittal. The Final EAP is required to be reviewed and approved by Cal OES. Up to five (5) 2-hour meetings will be held to discuss and review the EAP package.

9.6 60% Development of Geotechnical Interpretive Report

Design Professional shall prepare a 60% design geological and Geotechnical Interpretive Report (GIR) to describe site conditions to provide input and guidance

for engineering analysis necessary to design components and aspects of the Project. Geological and geotechnical characterization will address the dam footprint, spillway stilling basin footprint, abutment footprint, access roads and associated site development facilities. This characterization will include the development of design criteria and input parameters for foundation stability and seepage analysis. This characterization will inform design decisions including depth and quantity of excavation to suitable foundation excavation, type and extent of treatment (e.g. grouting, dental concrete, rock anchors), suitability of structure locations (outlet tunnel, intake tower). Rock quality will be characterized based on several forms of data gathered during investigation and subsequent evaluations including Lithology, Rock Quality Designation, Rockmass Rating, Permeability, Rock Mass Rating / Tunneling Q-Index, Seismic Velocities, etc. Data shall be presented in relation to the foundation and structural footprint and used for informed design decision-making. Through 60% and 90% Design stages, development of the GIR will include formulation of required design input parameters to support various analysis methods, including finite element (FE) foundation stability, kinematic and limit equilibrium Block analysis, analysis of foundation uplift pressures and seepage, and erosion/scour potential. The GIR will also summarize and evaluate the results of geologic mapping, identifying structural features in the foundation, such as faults, fractures, shear zones; and evaluate their orientation trends and degree of failure potential.

It is anticipated that the GIR will be provided to the CMAR contractor as a Contract Document to establish bid conditions.

9.7 Commissioning Manual (First Fill)

The Design Professional will prepare an overall Commissioning Manual including monitoring and observation activities to be performed by the Design Professional and City staff during reservoir first filling. Monitoring and observation activities during first filling will be evaluated against design analyses and used to confirm dam performance is satisfactory with respect to design objectives and dam safety requirements. It's envisioned that the first fill will be conducted with three hold points (difference elevations) for a period of 3 months each, total duration 9 months. Details of the hold points will be developed under this task item in coordination with DSOD.

While developing the Commissioning Manual, the Design Professional will interview operations personnel to collect data on their requirements for commissioning. This will help identify the template, scope, and process for commissioning activities, including the data requirements prior to the start of commissioning (Commissioning Plan). The Commissioning Manual will also include an Initial Filling and Monitoring Plan to gain DSOD approval. First draft of the Commissioning Manual will be submitted to the City with the 60% design submittal. One (1) review meeting with the City and applicable stakeholders will be held to collect comments and feedback to the Commissioning Manual. All comments will be collected and addressed in the next draft at 100% design stage.

The second draft of the Commissioning Manual will be submitted to the City with the 100% design submittal. One (1) review meeting with the City and applicable stakeholders will be held to collect comments and feedback to the Commissioning Manual. All comments will be collected and addressed in the final draft.

Contents of the proposed Commissioning Manual are outlined below:

- a) Commissioning Plan – including testing of all mechanical, electrical and instrumentation equipment.
- b) Commissioning Stage Schedule
- c) Initial Filling and Monitoring Plan with DSOD approval
- d) Scope and schedule of Operations and Maintenance Support required from City's WPD Raw Water Section
- e) Asset Verification – process and documentation
- f) Construction Verification – process and documentation
- g) Equipment Commissioning – process and documentation
- h) Integration Commissioning – process and documentation
- i) Proving – process and documentation
- j) Optimization – process and documentation
- k) Commissioning Manual – first draft submittal

CMAR Coordination (Task 9.8–9.11)

9.8 60% Constructability Review

The Design Professional will coordinate with the City and the City's hired CMAR at the 60% design phase to perform Constructability Review workshops of the

proposed design. This is a partnering effort to ensure the most efficient, and cost-effective approach is applied to the Project. Each workshop shall be two days in durations and shall consist of the following:

- a) Day 1 – two 2-hour joint sessions, two 1-hour breakout sessions
- b) Day 2 – two 2-hour joint sessions, two 1-hour breakout sessions
- c) Design Professional attendees: City Staff, CMAR, PM, EM, site/civil lead, hydraulic structure lead, geotechnical lead, RCC lead, constructability lead and 2 staff engineers.

In addition, the Design Professional will attend seven (7) 2-hour coordination meetings dedicated to Constructability with the City, and the City's CMAR.

9.9 Prepare Engineer's 60% Estimate of Probable Construction Cost (OPCC)

The Design Professional will prepare a 60% estimate of Opinion of Probable Construction Cost (OPCC) to be submitted with the design package. This OPCC shall be reconciled to the satisfaction of the City with cost estimates prepared by the CMAR. In addition to development and publication of an OPCC, the Design Professional will closely coordinate with the CMAR contractor to ensure alignment on key assumptions, constraints, and approaches. This alignment is critical to avoid unnecessary differences between the Design Professional's OPCC and the CMAR contractor's OPCC. Cost estimating will occur at the 60/90/100% percent design milestone for each work package. The follow activities are envisioned for each estimating exercise:

- a) Attend regular coordination meetings (5 total) with the CMAR contractor.
- b) Develop a cost coordination memorandum that will document agreements and compromises as well as RFI's.
- c) Respond to RFIs published by the CMAR contractor based on their review of the specific design package. Assumes 50 RFIs per package.
- d) After submission of the OPCC, review the OPCC submitted by the CMAR contractor.
- e) Attend Cost Estimating Workshop (1 per design phase) where the Design Professional and CMAR contractor describe the development of the cost estimate, major assumptions, and key approaches.
- f) Revise OPCC based on agreements and decisions made during the Cost Estimating Workshop.

- g) Attend Cost Reconciliation Workshop where the Design Professional and CMAR contractor present their final OPCC for the design package.

9.10 Innovation Assessment and Development

Through regular coordination with the CMAR contractor and City personnel including each cost estimating exercise, potential innovations will be identified for consideration. The Design Professional will track and assess potential innovations through the design process.

- a) Develop and maintain an Innovation Log documenting the innovation, current actions, assigned responsible parties, and resolution timeframes. The log will be reviewed and updated as part of the monthly CMAR Constructability Review meetings.
- b) Evaluate innovations assigned to the design engineer and prepare documentation accepting or rejecting the innovation.

9.11 60% Risk Management

In coordination with the CMAR, the Design Professional shall help lead the incorporation of the CMAR's risk items into the overall Project Risk Register. Item received by the CMAR will be incorporated into the Design Professional Risk Register. Review workshop as noted above will be used to discuss the risk items, delineate responsible parties, means to mitigate the risk and associated costs to carry the risk.

9.12 60% Project Coordination and Meetings

The Design Professional will attend a minimum of fifteen (15) 2-hour coordination meetings at the 60% design stage, to facilitate discussion of design intent, and address comments or questions by the City. The Design Professional will prepare complete meeting minutes for each meeting and provide responses to comment documentation at each design stage. Assumes five (5) in-person meetings for applicable traveling staff.

9.13 60% Agency Outreach and Coordination

The Design Professional will attend a minimum of fifteen (15) 2-hour coordination meetings at the 60% design stage, to facilitate discussion of design intent, and address comments or questions by agencies (stakeholders). The Design Professional will prepare complete meeting minutes for each meeting and provide a response to comment documentation at each design stage. Assumes five (5) in-person meetings for applicable traveling staff.

9.14 60% Design Package Assumptions / Deliverables:

- a) Construction Drawings – two (2) full-size sets to the City, electronic PDF copy (to scale), and all relevant CADD files associated with design for the 60% design submittal.
- b) Updated 60% Design Memorandum – electronic MS Word and PDF format files.
- c) 60% Technical Specifications for Construction – electronic PDF file.
- d) Draft Inundation Map (60% submittal) – electronic PDF file.
- e) Draft Emergency Action Plan (60% submittal) – electronic MS Word format and electronic PDF format files.
- f) Geotechnical Interpretive Report (60%) – electronic MS Word format and electronic PDF format files.
- g) Commissioning Manual (First Fill) (60%) – electronic MS Word and electronic PDF format files.
- h) Constructability review meeting minutes – electronic MS Word and electronic PDF format files.
- i) 60% Opinion of Probable Construction Cost (OPCC) estimate – electronic PDF format file.
- j) Innovation Assessment and Development log (60%) – electronic PDF format file.
- k) Risk Register and workshops (60%).
- l) Agendas and meeting minutes for all formal meetings (Project coordination and agency outreach and coordination).

10.0 CMAR Preconstruction Services

The City intends to execute the Project utilizing an early contractor involvement approach, specifically the Construction Manager At-Risk (CMAR) model as outlined by the State of California and San Diego Municipal Code. In general, the CMAR contractor will be tasked to provide significant design input including: cost estimation, value engineering, risk identification/mitigation, and contractor and sub-contractor constructability assessments. Work covered under this task is further defined below. Cost estimating and risk management efforts are defined within the design development tasks noted above.

10.1 CMAR Solicitation Development and Selection

The Design Professional will assist the City in developing a process to identify and select the most qualified CMAR contractor. The Design Professional envisions the following activities:

- a) See Task 2.5 for details associated with contractor outreach and Industry Day.
- b) Participating in development of a selection process that could include using a single or double step solicitation process (i.e., shortlisting and selection). The Design Professional will assist the City on developing potential selection criteria, required submissions, and submission scoring. The Design Professional will also advise on the tactics for use of meetings, workshops, and interviews.
- c) As part of the initial advertisement for the Project, the Design Professional will organize and conduct two site visits for prospective proposers.
- d) Review CMAR contractor submissions and provide opinions on their responsiveness. Assume three submissions requiring review.
- e) Respond to proposer's Requests for Information (RFIs) during their proposal preparation period. Assume 75 RFI's requiring an average of two hours/RFI.
- f) Observe proposer interviews and provide written feedback to the City. Assume three interviews, with up to four attendees, including the Design Professional's PM and EM.

10.2 Coordination with CMAR

The Design Professional will coordinate with the City's hired CMAR during the design process to ensure the most efficient, and cost-effective approach is applied to the Project.

Coordination with the CMAR contractor will be accomplished through regular meetings and workshops. Specifically, the Design Professional envisions the following activities supporting coordination:

- a) Kickoff/orientation workshop – The Design Professional will assist the CMAR contractor in understanding critical design and schedule concerns. One (1) – four (4) hour kickoff workshop will be conducted.
- b) Monthly Leadership Coordination Meetings – The Design Professional will attend meetings with the CMAR contractor to review status of

innovations, risk mitigation, design advancement, upcoming tasks, and any other activities.

- i. Assume 40 meetings (1 meeting per month), each over two days.
 - ii. Day 1 – 2-hour joint session, 3-hour 1.5 concurrent breakout sessions.
 - iii. Day 2 – Ad hoc joint session, constructability, innovation
 - iv. Design Professional attendees: PM, EM, civil/site lead, hydraulic structure lead, geotechnical lead, RCC lead, constructability lead, 2 staff engineer.
- c) Task Force Coordination Meetings – The Design Professional will develop task forces to address specific elements of the Project (i.e., hydraulic structures, RCC mix design, foundation treatment, site civil design, etc.). The Design Professional expects the task force leaders to align with CMAR contractor staff to facilitate key technical discussions. The task force meetings will focus on collaboration and compromise for design related constructability issues. Task force assumptions:
- i. Do not occur week following the monthly meeting.
 - ii. Number of general task forces: 8 (civil/site, RCC, foundation, hydraulic structures, demolition, conveyance, permitting, I&C/Elec).
 - iii. Number of topical task forces: assumes 4 issues for each general task force, each meeting 6 times, each meeting 8 hours (total of 192 hours per lead).
 - iv. Assumes PM, EM and discipline leads attend their applicable meetings.

10.3 Final Design Acceptance (by CMAR)

Under their separate agreement with the City, the CMAR is required to perform a document acceptance review of the Final plan-checked Construction Documents. The Design Professional will respond to the CMAR questions and provide revisions to the Construction Documents to address any identified final pre-bid deficiencies. The Design Professional shall resubmit the Construction Documents as necessary if the adjustment resulted in a change affecting the previous document approvals.

10.4 CMAR Preconstruction Activities Assumptions / Deliverables:

- a) Develop CMAR selection process in coordination with City.
- b) Organize and conduct two site visits with prospective proposers.
- c) Evaluate CMAR submissions – 3 total.
- d) Respond to RFIs – 75 total.
- e) Observe interviews – 3 total, 2-hour durations.
- f) Prepare for and conduct kickoff/orientation workshop.
- g) Prepare for and conduct monthly leadership coordination meetings.
- h) Prepare for and conduct task force coordination meetings.

AS-NEEDED ADDITIONAL SERVICES

AS.5 ADDITIONAL FIELD INVESTIGATIONS

AS5.1 Perform Additional Rock Corings

Design Professional shall perform up to two (2) additional rock corings within the Lake Hodges Dam replacement footprint. Conduct borehole packer testing and geophysics, install VWPs, and conduct laboratory testing similar to the original geotechnical investigation program. Results of the corings will be included as an appendix to the Geotechnical Data Report.

AS5.2 Additional Field Investigation Assumptions / Deliverables:

- a) Two rock corings with associated laboratory testing.
 - i. It is assumed another mobilization will be required for the two additional rock core borings separate from the main 10 borings of Task 3.3.2.
 - ii. Pre-field activities associated with the additional two rock core borings will be performed in conjunction with the pre-field activities for the main 10 borings of Task 3.3.2. Development of a separate DSOD work plan or DEH permit is not included.
 - iii. Data from the VWP dataloggers for the two additional boreholes will be collected during the same site visits for collection of VWP data for the main rock core borings.
- b) Appendix to the Geotechnical Data Report – electronic PDF.

AS.6 3D FEA Model

AS6.1 Develop 3D FEA Model

The Design Professional will develop a 3D FEA model of the proposed dam. The work will include creation of the model, development of full-time seismic histories, running the model for up to three load conditions presented in the design criteria memo, reviewing the results and calculations, and revising the design based on the results. This effort will include one initial run and one additional run based on minor revisions to the dam alignment or section.

AS6.2 Develop 3D FEA Model Assumptions / Deliverables:

- a) Result summarized within the design memorandum.
- b) One initial run and one additional model run.

AS.7 PHYSICAL MODEL

AS7.1 Physical Model

Due to the full width spillway and adjacent spillway chutes a proposed physical model will be developed to validate the design based on the CFD model results. The proposed physical model will consist of the spillway, spillway chutes, stilling basin, intake tower, outlet pipe, valve vault, and discharge exit. The hydraulic model will involve accurately building and operating a scale hydraulic model of the proposed stepped spillway, chute and its energy-dissipating basin in order to achieve the following objectives:

- a) Confirm the concept of the stepped spillway and adjacent chutes to evaluate the hydraulic transition and recommended any changes to address adverse conditions.
- b) Size and determine the efficiency performance of the energy-dissipation basin.
- c) Determine the necessary height of the chute wall.
- d) Confirm the outflow rating curves for the spillway and energy dissipation basin.
- e) Confirm operation of intake tower, valve vault, and discharge exit.

The scale of the model will be 1:20 (or similar) and be conducted by Northwest Hydraulic Design Professionals. The design team (City and Design

Professional) will attend two shop visits to the facility. One visit to check the model build and initial testing. The second visit will be to view operation of the model during testing and receive an overview of the test results. Informed results will be provided at the end of each test run. A draft Technical Memorandum containing the results of the physical modelling will be provided upon testing completion. A final physical modelling result memorandum will be submitted incorporating comments from the design team.

AS7.2 Physical Model Assumptions / Deliverables:

- a) Construction of one physical model (1:20 scale, or similar).
- b) Two visits to the modeling facility by Project Manager, Engineering Manager, and Hydraulic Engineer.
- c) Technical Memorandum (Draft and Final) – electronic MS Word and electronic PDF format files.

AS.8 DEL DIOS ROADWAY DESIGN

AS8.1 Del Dios Road Widening

It's envisioned the existing Del Dios Roadway will need to be widened downstream of the Dam to allow for construction vehicles to have a middle lane to turn left to access the dam construction. Roadway design will be included with the 60%/90%/100% design once better defined by the 30% design deliverable and include the following:

- a) Plans showing widening of Del Dios Road at the dam access location and transitions on either side to create a signalized intersection with a left turn lane (approximately 2,000 linear foot).
- b) Plans will rely on Greenbook and Whitebook specifications with supplemental specification as required.
- c) Incorporation of BMP design and facilities.
- d) Grading and Improvements.
- e) Temporary traffic signal design.
- f) Permit coordination with the County of San Diego.
- a) Agendas and meeting minutes for all formal meetings.

AS8.2 Del Dios Geotechnical Investigation

The Design Professional will perform a geotechnical investigation for the Del Dios roadway widening design. Up to six (6) rock core borings located along Del Dios Highway and geologic mapping will be conducted. The six roadway widening borings are proposed to be drilled to depths up to 75 feet bgs. Based on the site constraints at the potential roadway widening location, it has been assumed that these six boring locations will need to be accessed using a helicopter and elevated platforms. Laboratory testing of the borings will be conducted to determine rock strength parameters. Results of the investigation will be presented within a technical memorandum and presented to the City upon review of the TM.

AS8.3 Del Dios Road Widening Assumptions / Deliverables:

- a) Construction documents including drawings and specifications.
- b) Approved County of San Diego construction permit.
- c) Six rock core borings performed to maximum depths of 75 feet bgs and associated laboratory testing.
- d) Helicopter mobilization and drilling platforms for the borings.
- e) Geological mapping.
- f) DSOD work plan and San Diego County DEH permit.
- g) Drum disposal of IDW from quarry borings.
- h) Downhole geophysical surveys consisting of ATV or OTV and OYO P-S suspension logging.
- i) Up to two (2) VWPs installed in the borings with a total of four (4) site visits over a period of one year for piezometer data collection.
- j) Technical memorandum for geotechnical investigation – electronic MS Word or electronic PDF.

AS.9 FUNDING SUPPORT

AS9.1 Development of WIFIA Permit Application

Design professional will support the City in development of the WIFIA Notice of Intent process and submittal. Upon selection from the WIFIA Notice of Intent process, The Design Professional will support the City of San Diego in

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the preparation of the WIFIA Application. The table below presents the timing of the WIFIA process.

- a) Letter of Interest (LOI)
- b) USEPA Review Period
- c) Application
- d) USEPA Review Period
- e) Term Sheet and Loan Agreement Development
- f) Approval and Closing

The City in preparation of the WIFIA application includes the follow tasks:

- a) Work with key internal individuals in finance, engineering, strategy and planning, and others. The WIFIA Application requires significantly more detail in many areas than the LOI. The City will provide much of the content, with help from the Design Professional on the technical and other portions.
- b) Develop strategy and timeline for application. Manage and track progress throughout the process. Timeline will include 1) detailed breakdown of each section and development of subtasks for section completion, 2) breakdown of each question and responsible individual(s), 3) incorporating relevant information from LOI into Application, 4) draft of individual questions and sections, 3) draft full Application, 4) multiple review dates, 5) final draft for internal review, 6) final draft for editorial review and 7) final Application response.
- c) Communicate with the EPA WIFIA Team as needed throughout the Application process.
- d) Consolidate information provided by the City and streamline for Application response. Because input for the Application will come from multiple individuals, it is important for the tone and writing of the Application to be structured and consistent.
- e) Prepare optimal responses based on the Design Professional's insight into past project applications.
- f) Review by the Design Professionals copyediting team to polish final version.
- g) Ensure that the final Application clearly describes the prospective borrower and the proposed project, provides key financial and engineering

information and documents, meets all Application criteria, and includes all supporting documents.

AS9.2 WIFIA Permit Support (if selected)

Upon section of the WIFIA funding, the Design Professional will assist in filling out all required funding documentation and attend bi-weekly meetings with the EPA WIFIA Team.

AS9.3 Funding Support Assumptions / Deliverables:

- a) The City will provide requested data needed for the Application materials the Design Professional is preparing.
- b) The Design Professional will prepare the application packet to be delivered to USEPA.
- c) Final WIFIA Application and all attachments – One (1) electronic copy in MS Word and portable document format (.PDF).
- d) Agendas and meeting minutes for all formal meetings.

FUNDING PHASE 3

11.0 90% Design Development

The Design Professional shall provide full design services for the new replacement RCC Dam, including design drawings, Project specifications, design memorandum and permits. The Design Professional will be required to hold working meetings with Project agencies (stakeholders) at all stages of design (60/90/100%/Final) to receive concurrence. The Design Professional shall not rely upon or assume the application of the City's full construction cost budget for the work. Up to three individual bid packages will be developed under this effort: 1) Site Access; 2) Foundation Excavation / Grouting; and 3) New Dam Construction / Commission / Demolition of Existing Dam. The design development shall be split into tasks as described below.

11.1 90% Prepare Engineering Plans

The Design Professional shall prepare a complete 90% design package, including engineering construction documents, for submittal to the City and the DSOD. The design packages shall conform to the City's design guidelines and CADD standards.

Each design package shall be submitted to the City and DSOD for substantial review and comments. Comments from each review cycle shall be incorporated into the subsequent submittal for compliance. The anticipated drawing list is included in Appendix C (Preliminary Drawing List).

11.2 90% Update Design Memorandum

The Design Professional shall update the Design Memorandum at each design phase, including but not limited to a general description, background analysis, design storm, hydrology, seismicity (seismic hazard analysis – 3 time history), existing dam stability and notch stability, ground motion analysis, RCC Analysis (mix design, facing systems, thermal design, construction, foundation excavation, drainage gallery, 2-D stability (static and pseudo-dynamic using CADAM or ANSYS), structural evaluations (up to 4 loading conditions), grout curtain, abutments, dewatering, instrumentation and monitoring plan, control system integration, HVAC, outlet works (outlet tower and downstream emergency release valve, including computational fluid dynamics), spillway design (including computational fluid dynamics), crest details, spillway capacity table, electrical, security, corrosion, decommissioning, temporary bypass, hydraulics and pipe design.

11.3 90% Prepare Construction Specifications

The Design Professional will prepare Technical Specifications to be submitted with the 90% design package. The anticipated technical specification list is included in Appendix D (Preliminary Specification List).

11.4 Final Inundation Map Preparation

The Design Professional will prepare a comprehensive Inundation Map, per DSOD requirements for review and approval. A Final Inundation Map shall be prepared for the 90% design phase submittal. The Inundation Map is required to be reviewed and approved by DSOD.

Assumptions of the inundation map work include:

- a) The model will be developed for a dam breach and run for the sunny-day failure condition as per regulations 23 CCR §335.6.
- b) Reservoir level will be at spillway crest and failure mode will be a piping failure.
- c) Sediment impounded in the reservoir will be modeled as water.

FUNDING PHASE 4

12.0 100% Design Development

The Design Professional shall provide full design services for the new replacement RCC Dam, including design drawings, Project specifications, design memorandum and permits. The Design Professional will be required to hold working meetings with Project agencies (stakeholders) at all stages of design (60/90/100%/Final) to receive concurrence. The Design Professional shall not rely upon or assume the application of the City's full construction cost budget for the work. Up to three individual bid packages will be developed under this effort: 1) Site Access; 2) Foundation Excavation / Grouting; and 3) New Dam Construction / Commission / Demolition of Existing Dam. The design development shall be split into tasks as described below.

12.1 100% Prepare Engineering Plans

The Design Professional shall prepare a complete 100% design package, including engineering construction documents, for submittal to the City and the DSOD. The design packages shall conform to the City's design guidelines and CADD standards.

Each design package shall be submitted to the City and DSOD for substantial review and comments. Comments from each review cycle shall be incorporated into the subsequent submittal for compliance. The anticipated drawing list is included in Appendix C (Preliminary Drawing List).

12.2 100% Update Design Memorandum

The Design Professional shall update the Design Memorandum at each design phase, including but not limited to a general description, background analysis, design storm, hydrology, seismicity (seismic hazard analysis – 3 time history), existing dam stability and notch stability, ground motion analysis, RCC Analysis (mix design, facing systems, thermal design, construction, foundation excavation, drainage gallery, 2-D stability (static and pseudo-dynamic using CADAM or ANSYS), structural evaluations (up to 4 loading conditions), grout curtain, abutments, dewatering, instrumentation and monitoring plan, control system integration, HVAC, outlet works (outlet tower and downstream emergency release valve, including computational fluid dynamics), spillway design (including computational fluid dynamics), crest

details, spillway capacity table, electrical, security, corrosion, decommissioning, temporary bypass, hydraulics and pipe design.

12.3 100% Prepare Construction Specifications

The Design Professional will prepare Technical Specifications to be submitted with the 100% design package. The anticipated technical specification list is included in Appendix D (Preliminary Specification List).

12.4 100% Development of Geotechnical Interpretive Report

Design Professional shall prepare a 100% design geological and Geotechnical Interpretive Report (GIR) to describe site conditions to provide input and guidance for engineering analysis necessary to design components and aspects of the Project. Geological and geotechnical characterization will address the dam footprint, spillway stilling basin footprint, abutment footprint, access roads and associated site development facilities. This characterization will include the development of design criteria and input parameters for foundation stability and seepage analysis. This characterization will inform design decisions including depth and quantity of excavation to suitable foundation excavation, type and extent of treatment (e.g. grouting, dental concrete, rock anchors), suitability of structure locations (outlet tunnel, intake tower). Rock quality will be characterized based on several forms of data gathered during investigation and subsequent evaluations including Lithology, Rock Quality Designation, Rockmass Rating, Permeability, Rock Mass Rating / Tunneling Q-Index, Seismic Velocities, etc. Data shall be presented in relation to the foundation and structural footprint and used for informed design decision-making. Through 60% and 90% Design stages, development of the GIR will include formulation of required design input parameters to support various analysis methods, including finite element (FE) foundation stability, kinematic and limit equilibrium Block analysis, analysis of foundation uplift pressures and seepage, and erosion/scour potential. The GIR will also summarize and evaluate the results of geologic mapping, identifying structural features in the foundation, such as faults, fractures, shear zones; and evaluate their orientation trends and degree of failure potential.

It is anticipated that the GIR will be provided to the CMAR contractor as a Contract Document to establish bid conditions.

12.5 100% Prepare Commissioning Manual (First Fill)

The Design Professional will prepare an overall Commissioning Manual including monitoring and observation activities to be performed by the Design Professional and City staff during reservoir first filling. Monitoring and observation activities during first filling will be evaluated against design analyses and used to confirm dam performance is satisfactory with respect to design objectives and dam safety requirements. It's envisioned that the first fill will be conducted with three hold points (difference elevations) for a period of 3 months each, total duration 9 months. Details of the hold points will be developed under this task item in coordination with DSOD.

While developing the Commissioning Manual, the Design Professional will interview operations personnel to collect data on their requirements for commissioning. This will help identify the template, scope, and process for commissioning activities, including the data requirements prior to the start of commissioning. The Commissioning Manual will also include filling and monitoring requirements to gain DSOD approval.

First draft of the Commissioning Manual will be submitted to the City with the 60% design submittal. One (1) review meeting with the City and applicable stakeholders will be held to collect comments and feedback to the Commissioning Manual. All comments will be collected and addressed in the next draft.

The second draft of the Commissioning Manual will be submitted to the City with the 100% design submittal. One (1) review meeting with the City and applicable stakeholders will be held to collect comments and feedback to the Commissioning Manual. All comments will be collected and addressed in the next draft.

Contents of the proposed Commissioning Manual are outlined below:

- a) Commissioning Plan – including testing of all mechanical, electrical and instrumentation equipment.
- b) Commissioning Stage Schedule
- c) Initial Filling and Monitoring Plan with DSOD approval

- d) Scope and schedule of Operations and Maintenance Support required from City's WPD Raw Water Section
- e) Asset Verification – process and documentation
- f) Construction Verification – process and documentation
- g) Equipment Commissioning – process and documentation
- h) Integration Commissioning – process and documentation
- i) Proving – process and documentation
- j) Optimization – process and documentation
- k) Commissioning Manual – final submittal

CMAR Coordination (Task 12.6-12.8)

12.6 100% Constructability Review

The Design Professional will coordinate with the City and the City's hired CMAR at the 100% design phase to perform Constructability Review workshops of the proposed design. This is a partnering effort to ensure the most efficient, and cost-effective approach is applied to the Project. Each workshop shall be two days in durations and shall consist of the following:

- a) Day 1 – two 2-hour joint sessions, two 1-hour breakout sessions
- b) Day 2 – two 2-hour joint sessions, two 1-hour breakout sessions
- c) Design Professional attendees: PM, EM, site/civil lead, hydraulic structure lead, geotechnical lead, RCC lead, constructability lead and 2 staff engineers.

In addition, the Design Professional will attend seven (7) 2-hour coordination meetings dedicated to Constructability with the City, and the City's CMAR.

12.7 Prepare Engineer's 100% Estimate of Probable Construction Cost (OPCC)

The Design Professional will prepare a 100% estimate of Opinion of Probable Construction Cost (OPCC) to be submitted with the design package. This OPCC shall be reconciled to the satisfaction of the City with cost estimates prepared by the CMAR. In addition to development and publication of an OPCC, the Design Professional will closely coordinate with the CMAR contractor to ensure alignment on key assumptions, constraints, and approaches. This alignment is critical to avoid unnecessary differences between the Design

Professional's OPCC and the CMAR contractor's OPCC. Cost estimating will occur at the 100% percent design milestone for each work package. The follow activities are envisioned for each estimating exercise:

- a) Attend regular coordination meetings (5 total) with the CMAR contractor.
- b) Develop a cost coordination memorandum that will document agreements and compromises as well as RFI's.
- c) Respond to RFIs published by the CMAR contractor based on their review of the specific design package. Assumes 50 RFIs per package.
- d) After submission of the OPCC, review the OPCC submitted by the CMAR contractor.
- e) Attend Cost Estimating Workshop (1 per design phase) where the Design Professional and CMAR contractor describe the development of the cost estimate, major assumptions, and key approaches.
- f) Revise OPCC based on agreements and decisions made during the Cost Estimating Workshop.
- g) Attend Cost Reconciliation Workshop where the Design Professional and CMAR contractor present their final OPCC for the design package.

12.8 100% Risk Management

In coordination with the CMAR, the Design Professional shall help lead the incorporation of the CMAR's risk items into the overall Project Risk Register. Item received by the CMAR will be incorporated into the Design Professional Risk Register. Review workshop as noted above will be used to discuss the risk items, delineate responsible parties, means to mitigate the risk and associated costs to carry the risk.

12.9 100% Project Coordination and Meetings

The Design Professional will attend a minimum of fifteen (15) 2-hour coordination meetings at the 100% design stage, to facilitate discussion of design intent, and address comments or questions by the City. The Design Professional will prepare complete meeting minutes for each meeting and provide responses to comment documentation at each design stage. Assumes five (5) in-person meetings for applicable traveling staff.

12.10 100% Agency Outreach and Coordination

The Design Professional will attend a minimum of fifteen (15) 2-hour coordination meetings at the 100% design stage, to facilitate discussion of design intent, and address comments or questions by agencies (stakeholders). The Design Professional will prepare complete meeting minutes for each meeting and provide a response to comment documentation at each design stage. Assumes five (5) in-person meetings for applicable traveling staff.

12.11 100% Design Package Assumptions / Deliverables:

- a) Construction Drawings – two (2) full-size sets to the City, electronic PDF copy (to scale), and all relevant CADD files associated with design for the 100% design submittal.
- b) Updated 100% Design Memorandum – electronic MS Word and PDF format files.
- c) 100% Technical Specifications for Construction – electronic PDF file.
- d) Geotechnical Interpretive Report (100%) – electronic MS Word format and electronic PDF format files.
- e) Final Draft Commissioning Manual (First Fill) (100%) – electronic MS Word and electronic PDF format files.
- f) Constructability review meeting minutes – electronic MS Word and electronic PDF format files.
- g) 100% Opinion of Probable Construction Cost (OPCC) – electronic PDF format file.
- h) Risk Register and workshops (100%).
- i) Agendas and meeting minutes for all formal meetings (Project coordination and agency outreach and coordination).

AS-NEEDED ADDITIONAL SERVICES**AS.10 Operations and Maintenance Manual****AS10.1 Operations Manual**

Design Professional will develop a Draft Operations and Maintenance Manual (O&M Manual) for the new dam facilities. The content of this manual shall be developed in consultation with the City team during the design process. This manual is expected to contain the following chapters:

10.1.1 Introduction

Providing an overview of the dam and operations.

10.1.2 Operational Facilities Operation Strategy

For each major operational facility there will be description of the type, identification, location, size, operating conditions (normal, emergency, bypass), constraints, control description and modes, maintenance positions, design parameters, as-built special notes, cathodic protection equipment, mechanical equipment, electrical equipment, instruments and their operation and power, coatings and linings, communications systems, fire and security systems, site power systems, site HVAC systems, warranty information, etc. Discussion of common problems faced and strategies to overcome them will be part of this chapter.

10.1.3 Level 1 Standard Operating Procedures

Describe the operation steps for each equipment or combined system of equipment. The format shall be per PUD's standard for SOP and delineate responsibilities and methods. These will be compiled in a handbook and linked to the Operational Facilities Operation Strategy chapter. Work Instructions will NOT be created as a part of the scope.

10.1.4 Dam Monitoring Plan

Document all the various measurements taken at the Dam. The Design Professional will work with the City team to create this per permit and other operations requirements. SOPs will be created where needed.

10.1.5 Process and Instrumentation diagrams

The Design Professional will compile all applicable process and instrumentation diagrams to be included in the manual.

10.1.6 Document Lists

The Design Professional shall list of all documents, design reports, drawings etc., for the Dam.

10.1.7 Spare Parts List

The Design Professional shall compile a list of all applicable spare parts.

10.1.8 Maintenance schedule and plan

For each asset group there shall be a recommended maintenance schedule created. The format shall be as a word document with asset group name. The City can enter this into EAM as work orders if needed. This scope does not include aiding with the City for data entry into Enterprise Asset Management (EAM) or programming the work orders for maintenance.

10.1.9 Contractor Maintenance Records

This section will include ALL maintenance records of all maintenance activities that were performed by the contractor during construction before final handover. The Resident Engineer will compile this information.

10.1.10 Vendor Manuals

This will be a PDF submittal as a part of the O&M Manual. The Design Professional will compile the Vendor Manuals as the shop drawings get approved. Submittal to the City will be limited to PDF files with asset names and submittal numbers. The City can choose to upload these files onto EAM; however, scope does not include aiding with the City for data entry into EAM.

10.1.11 First Draft O&M Manual

The first draft of the O&M Manual will be submitted to the City with the 90% design submittal. The Design Professional will coordinate the review of this manual with the City team. Comments will be collected and addressed in the next draft.

10.1.12 Second Draft O&M Manual

The second draft of the O&M Manual will be submitted to the City with the 100% design submittal. The Design Professional will coordinate the review of this manual with the City team. Comments will be collected and addressed in the O&M Manual which will form part of the Project bidding documents.

10.1.13 Final O&M Manual

During construction the Design Professional will be reviewing the shop drawings and collecting the Vendor Manuals, which will be compiled into this O&M Manual. During construction and commissioning, responsible parties at the site will "red line" this document as there

may be site changes. The Resident Engineer and CMAR will collect and compile the contractor maintenance records. At the end of Commissioning, when all the documents have been compiled by relevant responsible parties, the Design Professional will perform a check before the Final O&M Manual is submitted to the City as Record Document.

AS10.2 Operations and Maintenance Assumptions / Deliverables:

- a) Operations and Maintenance Manual (First Draft, Second Draft, and Final) – electronic MS Word and electronic PDF.
- b) Three review workshops with City staff, 2-hour durations.
- c) Agendas and meeting minutes for all formal meetings.

FUNDING PHASE 5

13.0 Final Design Development

The Design Professional shall provide full design services for the new replacement RCC Dam, including design drawings, Project specifications, design memorandum and permits. The Design Professional will be required to hold working meetings with Project agencies (stakeholders) at all stages of design (60/90/100%/Final) to receive concurrence. The Design Professional shall not rely upon or assume the application of the City's full construction cost budget for the work. Up to three individual bid packages will be developed under this effort: 1) Site Access; 2) Foundation Excavation / Grouting; and 3) New Dam Construction / Commission / Demolition of Existing Dam. The design development shall be split into tasks as described below.

13.1 Final Prepare Engineering Plans

The Design Professional shall prepare a complete Final design package, including engineering construction documents, for submittal to the City and the DSOD. The design packages shall conform to the City's design guidelines and CADD standards.

Each design package shall be submitted to the City and DSOD for substantial review and comments. Comments from each review cycle shall be

incorporated into the subsequent submittal for compliance. The anticipated drawing list is included in Appendix C (Preliminary Drawing List).

13.2 Final Update Design Memorandum

The Design Professional shall update the Design Memorandum at each design phase, including but not limited to a general description, background analysis, design storm, hydrology, seismicity (seismic hazard analysis – 3 time history), existing dam stability and notch stability, ground motion analysis, RCC Analysis (mix design, facing systems, thermal design, construction, foundation excavation, drainage gallery, 2-D stability (static and pseudo-dynamic using CADAM or ANSYS), structural evaluations (up to 4 loading conditions), grout curtain, abutments, dewatering, instrumentation and monitoring plan, control system integration, HVAC, outlet works (outlet tower and downstream emergency release valve, including computational fluid dynamics), spillway design (including computational fluid dynamics), crest details, spillway capacity table, electrical, security, corrosion, decommissioning, temporary bypass, hydraulics and pipe design.

13.3 Final Prepare Construction Specifications

The Design Professional will prepare Technical Specifications to be submitted with the Final design package, including the final bid set. The anticipated technical specification list is included in Appendix D (Preliminary Specification List).

14.0 Construction Support

The Design Professional will provide construction support services throughout the entirety of the construction and demolition phase of the Project. Tasks associated with Construction Support are described below:

14.1 Submittal Review

The Design Professional will review all CMAR submittals, shop drawings, test data, and all other Project-relevant information for conformance with the design and contract documents. Assumes 200 submittals including re-submittals and O&M manuals.

14.2 RFI Review and Response

The Design Professional will respond to CMAR questions and Request for Information (RFI) during construction and project close-out. Assumes 150 RFIs at 8 hours per review.

14.3 Change Order Support

The Design Professional will review change order requests as requested by the City's Construction Manager (CM) and will provide an opinion on the appropriateness of the change order request, in accordance with the Contract Documents. The Design Professional's Engineer will provide written summary of opinion of change order request, including a parallel cost estimate if requested, and submit to City/CM. The level of effort for this task assumes responses to 20 change orders will be requested, with 40 hours per change order.

14.4 RCC Test Section

The Design Professional will participate in RCC test section coordination meetings with CMAR and City and observe the RCC test section construction activities. The Design Professional will prepare a report on RCC test section construction with conclusions.

14.5 Update Commissioning Manual (First Fill)

The Commissioning Manual will be updated before the start of Commissioning with red-line drawings and other as-built information from construction. At the end of Commissioning, when all the documents have been gathered by relevant responsible parties, the Design Professional will compile the manual and perform a check before final submittal to the City's WPD Raw Water Section as a record copy.

14.6 Construction Representation

The Design Professional will attend scheduled construction meetings on site to review progress of construction and to address on-site questions or issues.

14.6.1 The Design Professional shall make written reports of such meetings with the CMAR and City.

14.6.2 The Design Professional shall keep the City informed of progress during construction.

14.6.3 The Design Professional shall report in writing to the City, observed deficiencies in the work of construction.

14.6.4 During this phase, the Design Professional shall not amend the contract documents or issue orders to the CMAR that might commit the City to extra expense, without first obtaining written approval of the City.

14.7 Field Support Services

14.7.1 Resident Engineer

The Design Professional resident engineer will be onsite from the start of Site Development to Regulatory Acceptance to impound water. The Resident engineer will provide input and guidance to Contractor and Construction Manager to maintain conformance to project contract documents.

One field office will be provided to the Black & Veatch Resident Engineer within the CM or City trailer.

14.7.2 Foundation Excavation Observations

The Design Professionals lead field geotechnical engineer/geologist will be onsite throughout all foundation excavation activities.

B&V geotechnical engineer will provide input as to determine foundation excavation limits based on actual field conditions and remove any unsuitable material.

14.7.3 Foundation Excavation Mapping

The foundation excavation will be performed by the contractor. As-built geologic mapping will be performed periodically as the slope is constructed. Mapping will be performed at a scale of about 1 inch = 20 feet and finer where warranted, as suggested by DSOD. In general, the detail of mapping will be greater along the area (i.e., plus and minus about 100 feet from the new dam axis) of the left abutment.

Mapping is anticipated to be required for the full foundation excavation.

Mapping will be performed using the grading plan as the basemap. As-built geologic mapping data will include the following where observable:

- a) Orientation and location of major geologic structure.

- b) Distribution of major geologic units, rock types, structural blocks, and/or weathering zones.
- c) Zones of seepage; and
- d) Orientation and condition of persistent discontinuities.

Ten (10) field visits are anticipated to obtain data during grading. The mapping will be performed by a geologist or geologic engineer under the direction of a California CEG.

14.7.4 Structural Observation

The Design Professional will provide structural observation during construction. This task includes fifteen (15) site visits. Structural observations will be performed to verify construction progress is in conformance with the contract documents and will include observation of the following structural elements at a minimum:

- a) Concrete reinforcing steel placement in structural foundations, walls and roof slabs prior to concrete placement. Observations will verify general member dimensions, size, spacing and quantity of reinforcing steel, lap lengths, waterstop placement, concrete clear covers, anchor bolt placement and embedment.
- b) Structural steel erection.
- c) Structural and appurtenance anchor bolt sizing and embedment (cast-in-place and post-installed).

Design Professional will provide a written structural observation report following each site visit identifying any noted deficiencies that require corrective action.

14.7.5 Environmental Construction Monitoring

- a) Biological Monitoring - Design professional will provide qualified biological monitoring to support the project during construction. Monitoring will fulfill the requirements included as mitigation measures as dictated within the certified environmental documents. Task will include pre-construction nesting bird surveys, inspection of environmentally sensitive areas, oversee adherence to air quality and noise mitigation, and help ensure overall compliance. Monitoring will be provided during initial

ground disturbance and vegetation removal, and weekly thereafter. Assumes a total of 600 hours.

- b) Cultural Resource Monitoring – Design professional will provide cultural resources monitor and native American monitor to support the project during construction. Monitoring will fulfill the requirements included as mitigation measures as dictated within the certified environmental documents. Monitors will be onsite during grubbing, site grading and excavation. Assumes a total of 600 hours.

14.8 Construction Punch-Walk

The Design Professional will attend a punch-walk with the City prior to the CMAR's application for substantial completion, to identify any outstanding construction items, defects, or issues related to the construction and acceptance of the new RCC Dam.

14.9 Construction Support Assumptions / Deliverables:

- a) Review of 200 submittals (including resubmittals and O&M manuals).
- b) Assuming 150 RFIs – 8-hour duration, each.
- c) Assume 20 change order requests – 40 hours per each.
- d) RCC test section coordination meetings.
- e) Updated Commissioning Manual (First Fill) – electronic MS word and electronic PDF.
- f) Construction representation support.
- g) Field Engineer – full time onsite.
- h) Foundation Excavation – full time onsite.
- i) Foundation excavation mapping (5 site visits) – electronic PDF drawings.
- j) Structural Observations – 5 site visits.
- k) Attend punch-walk and provide electronic list of deficiencies.
- l) Agendas and meeting minutes for all formal meetings.

FUNDING PHASE 6

15.0 Commissioning and Record Documents

The Design Professional will provide complete commissioning services for the new RCC Dam after construction is complete and deliver all required record drawings and Project information. These tasks are described below:

15.1 Final Inspection

The Design Professional will perform a final inspection to assure all construction was completed per plan and identify any outstanding issues before acceptance by the City. The Design Professional will facilitate and join a final inspection in coordination with the DSOD.

15.2 First Filling

The Design Professional will perform periodic inspections during First Filling of the reservoir to ensure dam performance conforms to expectations established during design. The Design Professional will communicate with City on First Filling interim reservoir pool elevations. The Design Professional will publish a memorandum summarizing key intermediate fill milestones with observations and monitoring data during First Filling and conclusions regarding future operations and observations. Assumes weekly site visit with report summarizing visual inspection. Assumes filling will occur in three stages: initial 1/3 fill; second 1/3 fill; third 1/3 fill (final).

15.3 Project Completion Package

Following the completion of work and final inspection by DSOD, the Design Professional will compile a Final Project Completion Package to be submitted to DSOD, including the following:

- 15.3.1** An affidavit for the actual costs of construction with a complete breakdown of costs. Cost items include:
- a) The cost of all labor and materials entering into the construction of the new RCC Dam and appurtenant works or reservoir.
 - b) The cost of preliminary investigations and surveys.
 - c) The cost of the construction plant properly chargeable to the cost of the new RCC Dam.
 - d) Labor costs related to the preparation of required environmental documents under the California Environmental Quality Act (CEQA).

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- e) Any and all other items entering directly into the cost of the new RCC Dam.

15.3.2 A digital copy of as-constructed plans.

15.3.3 A final design and construction report.

15.4 Commissioning and Record Documents Assumptions / Deliverables:

- a) Final inspection deficiency list – electronic MS Excel and electronic PDF.
- b) First fill weekly reports – electronic PDF.
- c) Affidavit for actual costs of construction – electronic PDF.
- d) Digital copy of all record drawings – electronic AUTOCAD files and electronic PDF.
- e) Final design and construction report.

PROJECT ASSUMPTIONS

1. New spillway design will release storm events so not to impact downstream FEMA flood maps. If direction is received to allow for increase release of flows which reflects FEMA flood mapping, updates to the maps and working through the FEMA approval process will be performed under an amendment to this Agreement.
2. Only permits outlined above (DSOD, City of San Diego, County of San Diego, San Diego Gas & Electric, City of Escondido and Communications) will be obtained. Any additional permits will be executed via an amendment. City will pay for all permit fees.
3. CMAR entity will be brought on during the 30% design period. No additional field explorations, laboratory testing, or analyses other than those outlined herein will be required based on CMAR reviews/requests.
4. Review by the City of San Diego Development Services is not required due to the type of facility.
5. No Federal Energy Regulatory Commission involvement.

APPENDICES

A – Base Survey Limits

B – Additional Survey Limits

C - Preliminary Drawing List

D - Preliminary Specification List

END OF SCOPE OF SERVICES

COMPENSATION AND FEE SCHEDULE

Funding Phase 1		
Task	Task Name	Total Fee
TASK 1	PROJECT AND RISK MANAGEMENT	
1.1	Project Management	\$ 1,623,286
1.2	Project Execution Plan	\$ 67,788
1.3	Bi-Weekly Manager Status Calls	\$ 168,375
1.4	Risk Management	\$ 66,665
	TASK 1 SUBTOTAL	\$ 1,926,114
TASK 2	PROJECT INITIATION AND SCOPING	
2.1	Review 10% Design Study/Develop Project Description	\$ 209,283
2.2	Draft Notice of Preparation	\$ 67,721
2.3	Design Schedule	\$ 149,450
2.4	Quality Assurance / Quality Control (QA/QC)	\$ 852,434
2.5	Early Outreach Coordination	\$ 203,970
2.6	Kickoff Meeting	\$ 88,200
	TASK 2 SUBTOTAL	\$ 1,571,058
TASK 3	30% DESING DEVELOPMENT	
3.1	Prepare Project Base Data	\$ 82,921
3.2	Collect Existing Conditions Data	\$ 112,434
3.3	Conduct Subsurface Investigation	\$ 1,916,265
3.4	Conduct Survey	\$ 257,260
3.4.3	Additional Shoreline Survey / Bathymetric Survey	\$ 101,332
3.5	Prepare Engineering Plans	\$ 839,869
3.6	Prepare Design Memorandum	\$ 556,798
3.7	Prepare Specification Outline	\$ 37,522
3.8	Develop Preliminary Construction Phasing Concepts	\$ 93,034
3.9	Constructability Review	\$ 244,540
3.10	Prepare Engineer's Estimate of Probable Construction Cost	\$ 170,203
3.11	Risk Management	\$ 52,355
3.12	Project Coordination and Meetings	\$ 168,907
3.13	Agency Outreach and Coordination	\$ 179,578
	TASK 3 SUBTOTAL	\$ 4,813,018
TASK 4	RCC MIX DESIGN/AGGREGATE SUPPLIER NEGOTIATIONS	
4.1	Identify Material Suppliers and Analyze Material Properties	\$ 164,912
4.2	Develop Batch Testing Program and Test Trial Batch	\$ 291,853
4.3	Trial Batch Final Mix Design Proportions	\$ 333,269
4.4	Aggregate Supplier Negotiations	\$ 113,010
	TASK 4 SUBTOTAL	\$ 903,044
TASK 5	WATER SUPPLY OPTIMIZATION	
5.1	Project Management and Meetings	\$ 95,456
5.2	Runoff Maximization Options - TM1	\$ 167,511
5.3	Water Quality Optimization Options - TM2	\$ 131,973
5.4	Water Transport Routes Options - TM3	\$ 104,295
5.5	Interagency Agreements Update Options - TM4	\$ 47,546
5.6	Workshops with City and Stakeholders	\$ 111,332
5.7	Detail Development of Two Alternatives - TM5	\$ 87,200
5.8	Selected Alternative - Preliminary Design Report (10%)	\$ 154,527
	TASK 5 SUBTOTAL	\$ 899,840
TASK 6	AGENCY REVIEWS AND PERMITTING	
6.1	Division of Safety of Dams (DSOD)	\$ 530,450
6.2	City of San Diego	\$ 601,968
6.3	County of San Diego	\$ 104,900
6.4	San Diego Gas & Electric	\$ 80,180
6.5	City of Escondido	\$ 42,600
6.6	Communications	\$ 29,465
	TASK 6 SUBTOTAL	\$ 1,389,563
TASK 7	ENVIRONMENTAL SERVICES	
7.1	Project Management	\$ 134,425
7.2	Project Initiation and Scoping	\$ 38,695
7.3	Research and Technical Studies	\$ 985,312
7.4	Preparation of Environmental Documents	\$ 912,028
7.5	Permitting	\$ 351,277
7.6	Meetings	\$ 191,355
7.7	Weekly Status Calls	\$ 90,933
	TASK 7 SUBTOTAL	\$ 2,704,025
TASK 8	PUBLIC OUTREACH SUPPORT	
8.1	Public Scoping Meeting	\$ 205,462
8.2	Draft EIR Workshop	\$ 270,569
8.3	Outreach Support During Design	\$ 305,340
8.4	Outreach Support During Construction	\$ 1,372,016
	TASK 8 SUBTOTAL	\$ 2,153,387
	PHASE 1 BASE SUBTOTAL	\$ 16,360,049
	ADDITIONAL SERVICES	
AS.1	Partnering	\$ 301,035
AS.2	Onsite Quarry Investigation	\$ 1,525,391
AS.3	Board of Senior Consultants	\$ 256,365
AS.4	Cybersecurity Design	\$ 592,760
	General Additional Services	\$ 1,357,031
	ADDITIONAL SERVICES SUBTOTAL	\$ 4,042,582
	PHASE 1 TOTAL	\$ 20,402,631

Funding Phase 2		
Task	Task Name	Total Fee
TASK 9 60% DESIGN DEVELOPMENT		
9.1	Prepare Engineering Plans	\$ 1,164,112
9.2	Update Design Memorandum	\$ 369,499
9.3	Prepare Construction Specifications	\$ 412,730
9.4	Prepare Inundation Map	\$ 56,215
9.5	Emergency Action Plan Preparation	\$ 40,317
9.6	Development of Geotechnical Interpretive Report	\$ 72,742
9.7	Prepare Commissioning Manual (First Fill)	\$ 64,198
9.8	Constructability Review	\$ 240,128
9.9	Prepare Engineer's Estimate of Probable Construction Cost	\$ 190,203
9.10	Innovation Assessment and Development	\$ 72,985
9.11	Risk Management	\$ 50,810
9.12	Project Coordination and Meetings	\$ 193,280
9.13	Agency Outreach and Coordination	\$ 169,683
TASK 9 SUBTOTAL		\$ 3,096,902
TASK 10 CMAR PRECONSTRUCTION SERVICES		
10.1	CMAR Solicitation Development and Selection	\$ 190,074
10.2	Coordination with CMAR	\$ 3,739,844
10.3	Final Design Acceptance	\$ 230,002
TASK 10 SUBTOTAL		\$ 4,159,920
PHASE 2 BASE SUBTOTAL		\$ 7,256,822
ADDITIONAL SERVICES		
AS.5	Additional Field Investigations	\$ 549,796
AS.6	3D FEA Model	\$ 130,170
AS.7	Physical Model	\$ 1,242,190
AS.8	Del Dios Roadway Design Improvements	\$ 1,530,538
AS.9	Funding Support	\$ 175,741
	General Additional Services	\$ 3,454,048
ADDITIONAL SERVICES SUBTOTAL		\$ 7,082,483
PHASE 2 TOTAL		\$ 14,339,305
Funding Phase 3		
Task	Task Name	Total Fee
TASK 11 90% DESIGN DEVELOPMENT		
11.1	Prepare Engineering Plans	\$ 1,112,140
11.2	Update Design Memorandum	\$ 318,250
11.3	Prepare Construction Specifications	\$ 446,682
11.4	Inundation Map Preparation	\$ 30,565
11.5	Emergency Action Plan Preparation	\$ 44,534
11.6	Development of Geotechnical Interpretive Report	\$ 40,485
11.7	Constructability Review	\$ 227,278
11.8	Prepare Engineer's Estimate of Probable Construction Cost	\$ 136,499
11.9	Innovation Design	\$ 72,985
11.10	Risk Management	\$ 50,810
11.11	Project Coordination and Meetings	\$ 167,369
11.12	Agency Outreach and Coordination	\$ 158,561
TASK 11 SUBTOTAL		\$ 2,806,158
PHASE 3 TOTAL		\$ 2,806,158
Funding Phase 4		
Task	Task Name	Total Fee
TASK 12 100% DESIGN DEVELOPMENT		
12.1	Prepare Engineering Plans	\$ 639,945
12.2	Update Design Memorandum	\$ 196,762
12.3	Prepare Construction Specifications	\$ 311,910
12.4	Development of Geotechnical Interpretive Report	\$ 39,820
12.5	Prepare Commissioning Manual (First Fill)	\$ 58,948
12.6	Constructability Review	\$ 220,985
12.7	Prepare Engineer's Estimate of Probable Construction Cost	\$ 122,481
12.8	Risk Management	\$ 50,810
12.9	Project Coordination and Meetings	\$ 159,904
12.10	Agency Outreach and Coordination	\$ 151,900
TASK 12 SUBTOTAL		\$ 1,953,465
PHASE 4 BASE SUBTOTAL		\$ 1,953,465
ADDITIONAL SERVICES		
AS.10	Operations and Maintenance Manual	\$ 349,166
ADDITIONAL SERVICES SUBTOTAL		\$ 349,166
PHASE 4 TOTAL		\$ 2,302,631

Funding Phase 5		
Task	Task Name	Total Fee
TASK 13	FINAL DESIGN DEVELOPMENT	
13.1	Final Prepare Engineering Plans	\$ 101,183
13.2	Final Update Design Memorandum	\$ 37,947
13.3	Final Prepare Construction Specifications	\$ 45,666
TASK 13 SUBTOTAL		\$ 184,796
TASK 14	CONSTRUCTION SUPPORT	
14.1	Submittal Review	\$ 645,848
14.2	RFI Review and Response	\$ 361,343
14.3	Change Order Support	\$ 254,422
14.4	RCC Test Section	\$ 59,635
14.5	Update Commissioning Manual (First Fill)	\$ 48,228
14.6	Construction Representation	\$ 853,361
14.7	Field Support Services	\$ 2,454,673
14.8	Construction Punch-Walk	\$ 80,504
TASK 14 SUBTOTAL		\$ 4,758,014
PHASE 5 TOTAL		\$ 4,942,810
Funding Phase 6		
Task	Task Name	Total Fee
TASK 15	COMMISSIONING AND RECORD DOCUMENTS	
15.1	Final Inspection	\$ 74,806
15.2	First Filling	\$ 80,870
15.3	Project Completion Package	\$ 234,540
TASK 15 SUBTOTAL		\$ 390,216
PHASE 6 TOTAL		\$ 390,216
TOTAL SCOPE OF SERVICES		\$ 33,709,520
TOTAL ADDITIONAL SERVICES		\$ 11,474,231
CONTRACT TOTAL		\$ 45,183,751

Black & Veatch Rate Sheet

City of San Diego LAKE HODGES DAM REPLACEMENT (H2426386-M)

Job Classification	2024 Hourly Rate (\$/Hr)
Director	\$400
Senior Project Manager	\$375
Engineer/Specialist 9	\$375
Engineer/Specialist 8	\$340
Engineer/Specialist 7	\$310
Engineer/Specialist 6	\$280
Engineer/Specialist 5	\$250
Engineer/Specialist 4	\$220
Engineer/Specialist 3	\$190
Engineer/Specialist 2	\$165
Engineer/Specialist 1	\$140
Engineer Intern	\$110
Engineering Technician 8 (CADD Manager 2)	\$230
Engineering Technician 7 (CADD Manager 1)	\$210
Engineering Technician 6	\$195
Engineering Technician 5	\$180
Engineering Technician 4	\$160
Engineering Technician 3	\$140
Engineering Technician 2	\$120
Engineering Technician 1	\$100
Cost Estimator 3	\$300
Cost Estimator 2	\$260
Cost Estimator 1	\$220
Senior Project Controls/Scheduler	\$185
Project Controls/Scheduler	\$145
Finance Manager	\$185
Finance Accountant	\$160
Finance Biller	\$120
Technical Writer	\$160
Sr. Clerical/Administration	\$140
Clerical/Administration	\$110

Notes:

1. Labor will be billed as actual hours charged to this project by Black & Veatch personnel and in accordance with the rates above.
2. Expenses for travel and lodging will be billed at actual cost. These expenses include cost such as air-fare, personal mileage, lodging, meals, motor vehicles rental, telephone, special rental equipment, etc.
3. Cost of 3rd party services and for non-customary office costs such as production printing will be billed at actual cost.
4. Overtime applies only to non-exempt personnel as defined by the US Federal Wage and Hour Law. Overtime will be billed as actual overtime hours charged to this project by Black & Veatch non-exempt personnel in accordance with the rate sheet x 125%.
5. Any other professionals not specifically identified above will be placed in the most appropriate category above based on function and experience.
6. Billing rates may be adjusted in accordance with Section 3.6 of the Agreement.

TIME SCHEDULE

Funding Phase 1		
Task	Start Date	End Date
Task 1 - Project & Risk Management	10/1/2024	3/31/2033
Task 2 - Project Initiation and Scoping	10/1/2024	2/27/2025
Task 3 - 30% Design Development	10/1/2024	8/31/2025
Task 4 - RCC Mix Design / Aggregate Supplier Negotiations	10/1/2024	9/30/2028
Task 5 - Water Supply Optimization	11/1/2024	8/31/2025
Task 6 - Agency Reviews and Permitting	1/1/2025	12/31/2028
Task 7 - Environmental Services	10/1/2024	12/31/2032
Task 8 - Public Outreach Support	10/1/2024	12/31/2032
Additional Services	Duration*	
AS.1 - Partnering	93 months	
AS.2 – Onsite Quarry Investigation	12 months	
AS.3 – Board of Senior Consultants	92 months	
AS.4 – Cyber Security Design	27 months	
General Additional Services	TBD	
Funding Phase 2		
Task	Start Date	End Date
Task 9 - 60% Design Development	9/1/2025	11/31/2026
Task 10 - CMAR Preconstruction Services	9/31/2025	9/30/2028
Additional Services	Duration*	
General Additional Services	TBD	
AS.5 – Additional Field Investigation	12 months	
AS.6 – 3D FEA Model	9 months	
AS.7 – Physical Model	14 months	
AS.8 – Del Dios Roadway Improvements	37 months	
AS.9 – Funding Support	40 months	
Funding Phase 3		
Task	Start Date	End Date
Task 11 - 90% Design Development	12/1/2027	11/31/2027
Funding Phase 4		
Task	Start Date	End Date
Task 12 - 100% Design Development	12/1/2028	9/30/2028
AS.10 – Operations and Maintenance Manual	61 months	

EXHIBIT C

Funding Phase 5		
Task	Start Date	End Date
Task 13 - Final Design Development	10/1/2028	12/31/2028
Task 14 - Construction Support	1/1/2029	12/31/2032
Funding Phase 6		
Task	Start Date	End Date
Task 15 - Commissioning and Record Documents Includes: First 1/3 Fill – 3 month duration Second 1/3 Fill – Over 3 month duration Third 1/3 Fill (Final) – 3 month duration	9/31/2032	3/31/2033

***Duration reflects from point of time when the City authorizes each individual As-Needed Additional Services task.**

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

E QUAL 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 in San Diego Municipal Code Division 36.

A. **SLBE and ELBE Participation for Contracts Valued Over \$500,000.**

1. It is the City's policy to encourage greater availability, capacity development, and contract participation by SLBE and ELBE firms in City contracts. This policy is, in part, intended to further the City's compelling interest to stimulate economic development through the support and empowerment of the local community, ensure that it is neither an active nor passive participant in marketplace discrimination, and promote equal opportunity for all segments of the contracting community.
2. Proposers are required to meet the mandatory subcontracting participation percentages identified in the RFP or meet Good Faith Effort (GFE) submittal requirements. GFE submittal requirements can be found here:

<https://www.sandiego.gov/sites/default/files/legacy/eoc/PDF/slbegfeinst.PDF>.

- a) Failure to meet the mandatory goal or GFE submittal requirements shall render Proposal to be rejected as non-responsive and ineligible for further consideration.

3. The current list of certified SLBE-ELBE firms can be found here:

<http://www.sandiego.gov/eoc/programs/slbe.shtml>

B. Subcontractor Participation.

1. For the purpose of satisfying subcontracting participation requirements, only 1st tier SLBE-ELBE Subcontractors will be recognized as participants in the Contract according to the following criteria:
- a) For credit to be allowed toward a respective participation level, all listed SLBE-ELBE firms shall have been certified by the Proposal due date.
- b) The Subcontractor shall perform a commercially useful function for credit to be allowed toward subcontractor participation levels. The Subcontractor shall be required by you to be responsible for the execution of a distinct element of the Work and shall carry out its responsibility by actually performing and supervising its own workforce.

- C. 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.

- D. List of Work Made Available. The Proposer shall take the steps listed in the Good Faith Effort (GFE) submittal requirements to assure that SLBE-ELBEs are used whenever possible. In addition to the specified GFE documentation, the Proposer shall submit List of Work Made Available (Attachment DD Form AA60).

V. Maintaining Participation Levels.

- A. Consultants are required to achieve and maintain the SLBE or ELBE participation levels throughout the duration of the 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. Evidence of fraud or discrimination in the substitution of Subcontractors will result in sanctions including assessment of penalty fines, termination of Contract, or debarment.
- D. Consultant's failure to maintain SLBE or ELBE participation levels as specified in the 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 San Diego Municipal Code Division 36 are cumulative to all other rights and remedies available to the City.

VI. Subcontracting Efforts Review and Evaluation.

1. Documentation of your subcontracting efforts will be reviewed by EOCP to verify that you made subcontracting opportunities available to a broad base of qualified Subcontractors, negotiated in good faith with interested Subcontractors, and did not reject any bid for unlawful discriminatory reasons. The EOCP review is based on the federal "Six Good Faith Efforts" model.
2. The GFEs are required methods to ensure that all ELBE and SLBE firms have had the opportunity to compete for the City's consultant procurements. The Six Good Faith Efforts, also known as affirmative steps, attract and utilize ELBE and SLBE firms:
 - a) Ensure ELBE firms are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities.
 - b) Make information of forthcoming opportunities available to SLBE-ELBE firms and arrange time for Contracts and establish delivery schedules, where requirements permit, in a way that encourages and facilitates participation by SLBE-ELBE firms in the competitive process. This includes posting solicitations for proposals to SLBE-ELBE firms for a minimum of 10 Working Days before the Proposal due date.
 - c) Consider in the contracting process whether firms competing for large Contracts could subcontract with SLBE-ELBE firms.
 - d) Encourage contracting with a consortium of ELBE-SLBE firms when a Contract is too large for one of these firms to handle individually.
 - e) Use the services and assistance of the City's EOC Office and the SLBE-ELBE Directory.
 - f) If you award subcontracts, require your Subcontractors to take the steps listed above.

VII. 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.

Good Faith Efforts (GFE): documentation of the Proposer's intent to comply with SLBE Program goals and procedures included in the City's SLBE Program, Instructions for Completing Good Faith Effort Submittal available from the City's EOCP website or the Contract Specialist.

Independently Owned, Managed, and Operated Ownership of a SLBE-ELBE firm shall be direct, independent, and by individuals only. Business firms that are owned by other businesses or by the principals or owners of other businesses that cannot themselves qualify under the SLBE-ELBE eligibility requirements shall not be eligible to participate in the Program. Moreover, the day-to-day management of the SLBE-ELBE firm shall be direct and independent of the influence of any other businesses that cannot themselves qualify under the SLBE-ELBE eligibility requirements.

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.

VIII. 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, WBE or MBE.

Current certification by the California Unified Certification Program as DBE, WBE or MBE.

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.

IX. List of Attachments.

- AA. Disclosure of Discrimination Complaints**
- BB. Work Force Report**
- CC. Subcontractors List**
- DD. List of Work Made Available Form AA60**

DISCLOSURE OF DISCRIMINATION COMPLAINTS

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

CHECK ONE BOX ONLY.

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

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

Design Professional Name Black & Veatch Corporation

Certified By Katie Johnson
Name

Title Global Director- Employee Relations

Katie Johnson
Signature

Date June 10, 2024

USE ADDITIONAL FORMS AS NECESSARY



EQUAL OPPORTUNITY CONTRACTING (EOC)

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

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

WORK FORCE REPORT

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

**NO OTHER FORMS WILL BE ACCEPTED
CONTRACTOR IDENTIFICATION**

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

Name of Company: Black & Veatch

ADA/DBA: _____

Address (Corporate Headquarters, where applicable): 11401 Lamar Avenue

City: Overland Park County: Johnson State: KS Zip: 66211

Telephone Number: (913) 458-2000 Fax Number: N/A

Name of Company CEO: Mario Azar

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

Address: 300 Rancheros Drive Suite 250

City: San Marcos County: San Diego State: CA Zip: 92069

Telephone Number: 760-621-8600 Fax Number: N/A Email: N/A

Type of Business: EPC & Construction Type of License: _____

The Company has appointed: Katie Johnson

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: 11401 Lamar Avenue Overland Park, KS 66211

Telephone Number: (913) 458-2000 Fax Number: N/A Email: johnsonK2@bv.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 Black & Veatch

(Firm Name)

Johnson, Kansas hereby certify that information provided

(County) (State)

herein is true and correct. This document was executed on this 14th day of June, 2024

Katie Johnson

(Authorized Signature)

Katie Johnson

(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: Black & Veatch

DATE: 06/14/2024

OFFICE(S) or BRANCH(ES): San Diego & San Marcos, CA

COUNTY: San Diego

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

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

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

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial	0	0	4	1	0	0	0	0	0	0	27	1	0	0
Professional	2	0	2	0	4	5	0	1	0	0	13	8	4	1
A&E, Science, Computer	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Technical	0	0	1	0	1	0	0	0	0	0	2	0	0	0
Sales	0	0	0	0	0	0	0	0	0	0	1	0	0	0
Administrative Support	0	0	0	0	1	0	0	0	0	0	0	0	0	0
Services	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Crafts	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Operative Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Transportation	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers*	0	0	0	0	0	0	0	0	0	0	0	0	0	0

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

Totals Each Column	2	0	7	1	6	5	0	1	0	0	43	9	4	1
--------------------	---	---	---	---	---	---	---	---	---	---	----	---	---	---

Grand Total All Employees 79

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

Disabled	0	0	0	0	0	0	0	0	0	0	2	0	0	0
----------	---	---	---	---	---	---	---	---	---	---	---	---	---	---

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

Work Force Report

HISTORY

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

WORK FORCE & BRANCH WORK FORCE REPORTS

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

MANAGING OFFICE WORK FORCE

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

TYPES OF WORK FORCE REPORTS:

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

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

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

RACE/ETHNICITY CATEGORIES

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

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

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

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

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

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

Exhibit A: Work Force Report Job categories-Administration

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

Management & Financial

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

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

Professional

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

Services

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

Architecture & Engineering, Science, Computer

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

Crafts

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

Technical

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

Sales

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

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers

Vehicle and Mobile Equipment Mechanics,
Installers, and Repairers
Woodworkers

Operative Workers

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

Transportation

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

Laborers

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

SUBCONTRACTOR PARTICIPATION LIST

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

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

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

NAME AND ADDRESS SUBCONTRACTORS	SCOPE OF SERVICES	PERCENT OF CONTRACT	SLBE/ELBE (MBE/ WBE/DBE/ DVBE/OBE*)	WHERE CERTIFIED**
Puzzullo Consulting 504 Machado Way, Vista, CA 92083	Cost Estimating/ Constructability, Reviews/Scheduling	0.61	ELBE	City of San Diego
Ross Engineering Group, Inc. 6354 Camino Corto, San Diego, Ca 92120.	Drafting	0.69	ELBE	City of San Diego
Busby Biological Services, Inc. 4629 Cass Street San Diego, CA 92169	Environmental – Biological	0.16	ELBE	City of San Diego
RED TAIL MONITORING RESEARCH INC DBA Red Tail Environmental 1529 Simpson Way Escondido, CA 92029	Environmental – Cultural/Tribal	0.13	ELBE	City of San Diego
Baranek Consulting Group, Inc. 10023 Wildlife Road San Diego, CA 92131	Environmental – EIR Support	0.17	ELBE	City of San Diego
Dudek 05 Third Street Encinitas, CA 92024	Environmental – Lead - CEQA/NEPA/Permits	4.70	OBE	NA
ABC Acoustics, Inc. 990 Highland Drive, Suite 212 Solana Beach, CA 92075	Environmental – Noise	0.14	ELBE	City of San Diego
Heritage Architecture and Planning, Inc 832 Fifth Avenue San Diego, CA 92101.	Environmental – Historic	0.08	SLBE	City of San Diego
Allied Geotechnical Engineers, Inc. 9500 Cuyamaca Street, Suite 102 Santee, CA 92071	Geology/Geotechnical	6.14	SLBE	City of San Diego
Kleinfelder, Inc. 770 First Avenue, Suite 400 San Diego, CA 92101	Geology/Geotechnical/ Structural/Seismic	5.92	OBE	NA
Katz and Associates, Inc. 591 Camino De La Reina Suite 407 San Diego, CA 92108	Stakeholder Coordination	4.62	OBE	NA

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**
PROTEUS Consulting 4087 Alabama Street San Diego, CA 92104	STAKEHOLDER COORDINATION/ WATER RESOURCES PLANNING	1.50	SLBE	City of San Diego
CValdo Corporation 2255 Avenida De La Playa, Suite 5 La Jolla, CA 92037	STORMWATER	0.39	ELBE	City of San Diego
Kelsey Structural APC 8064 Allison Avenue, No. 1706 La Mesa, CA 91942	STRUCTURAL/ SEISMIC	2.92	ELBE	City of San Diego
O'Day Consultants, Inc 2710 Loker Avenue West, Suite 100 Carlsbad, CA 92010	SURVEYING/ GENERAL CIVIL	2.00	SLBE	City of San Diego
Mizuta Traffic Consulting 5694 Mission Center Rd #602-121 San Diego, CA 92108	TRAFFIC	1.01	ELBE	City of San Diego
Harris & Associates, Inc. 600 B Street, Suite 2000 San Diego, CA 92101	WATER RESOURCES PLANNING	1.29	OBE	NA
Northwest Hydraulic Consultants, Inc. 12787 Gateway Drive S. Seattle WA 98168	PHYSICAL MODEL	2.46	OBE	NA

List of Abbreviations:

Small Local Business Enterprise
Emerging Local Business Enterprise
 Certified Minority Business Enterprise
 Certified Woman Business Enterprise

SLBE
ELBE
MBE*
WBE*

Certified Disadvantaged Business Enterprise
Certified Disabled Veteran Business Enterprise
Other Business Enterprise

DBE*
DVBE*
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.*

LIST OF WORK MADE AVAILABLE

List items of the Work the Bidder made available to SLBE-ELBE firms. Identify those items of the Work the Bidder might otherwise perform with its own forces and those items that have been broken down into economically feasible units to facilitate SLBE-ELBE participation. For each item listed, show the dollar amount and percentage of the Base Bid. The Bidder must demonstrate that enough work to meet the goal was made available to SLBE-ELBE firms.

ITEM OF WORK MADE AVAILABLE	NAICS CODE	BIDDER NORMALLY PERFORMS ITEM (Y/N)	ITEM BROKEN DOWN TO FACILITATE PARTICIPATION (Y/N)	AMOUNT	PERCENTAGE OF BASE BID
Puzzullo Consulting: Preparation of construction cost estimates, schedules, and constructability reviews.	541611	Y	Y	\$276,800	0.61%
Ross Engineering Group, Inc.: CADD drafting for design.	541330	Y	Y	\$310,750	0.69%
Busby Biological Services, Inc.: Environmental support; biological resources assessment.	541690, 541620	N	Y	\$70,740	0.16%
Red Tail Environmental: Environmental support; cultural/tribal resources assessment.	541370, 541720, 541620	N	Y	\$57,000	0.13%
Baranek Consulting Group, Inc.: Environmental support; EIR preparation.	541620	N	Y	\$77,350	0.17%
ABC Acoustics, Inc.: Environmental support; noise assessment	541330	N	Y	\$65,000	0.14%

LIST OF WORK MADE AVAILABLE

List items of the Work the Bidder made available to SLBE-ELBE firms. Identify those items of the Work the Bidder might otherwise perform with its own forces and those items that have been broken down into economically feasible units to facilitate SLBE-ELBE participation. For each item listed, show the dollar amount and percentage of the Base Bid. The Bidder must demonstrate that enough work to meet the goal was made available to SLBE-ELBE firms.

ITEM OF WORK MADE AVAILABLE	NAICS CODE	BIDDER NORMALLY PERFORMS ITEM (Y/N)	ITEM BROKEN DOWN TO FACILITATE PARTICIPATION (Y/N)	AMOUNT	PERCENTAGE OF BASE BID
Heritage Architecture and Planning, Inc.: Environmental support; historical preservation assessment.	541310	N	Y	\$35,370	0.08%
Allied Geotechnical Engineers, Inc.: Geology/geotechnical services; field and lab.	541620, 541380, 541330	N	Y	\$2,777,170	6.14%
PROTEUS Consulting: Stakeholder coordination; focused reservoir-related agreements; support of water supply optimization planning	541330	Y	Y	\$677,010	1.50%
CValdo Corporation: Stormwater design and permitting services.	541330	Y	Y	\$174,820	0.39%
Kelsey Structural APC: Structural and seismic analysis and design.	541330	Y	Y	\$1,319,640	2.92%
O'Day Consultants, Inc.: Site civil design, grading plans, permitting, potholing, and surveying.	541330, 541370, 541340	Civil site, grading, permitting - Y Potholing / surveying - N	Y	\$903,590	2.00%

LIST OF WORK MADE AVAILABLE

List items of the Work the Bidder made available to SLBE-ELBE firms. Identify those items of the Work the Bidder might otherwise perform with its own forces and those items that have been broken down into economically feasible units to facilitate SLBE-ELBE participation. For each item listed, show the dollar amount and percentage of the Base Bid. The Bidder must demonstrate that enough work to meet the goal was made available to SLBE-ELBE firms.

ITEM OF WORK MADE AVAILABLE	NAICS CODE	BIDDER NORMALLY PERFORMS ITEM (Y/N)	ITEM BROKEN DOWN TO FACILITATE PARTICIPATION (Y/N)	AMOUNT	PERCENTAGE OF BASE BID
Mizuta Traffic Consulting: Traffic control plans and traffic study work.	541330	N	Y	\$455,730	1.01%

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: Black & Veatch Corporation
- 3. Address, City, State, ZIP: 300 Rancheros Drive, Suite 250, San Marcos, CA 92069
- 4. Project Title (as shown on 1472, "Request for Council Action"): City of San Diego Lake Hodges Dam Replacement Project.
- 5. Consultant Duties for Project: The consultant is to provide professional design and construction support services for the project.

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: **Elif E. Cetin**
[Name/Title]*

Digitally signed by Elif E. Cetin
DN: C=US, E=ecetin@sandiego.gov, O=Engineering
Capital Projects Director, OU=Assistant Director
Strategic Capital Projects Branch, CN=Elif E. Cetin
Date: 2024.06.18 16:19:57-0700

[Date]

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

DEFINITION OF "CONSULTANT"

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

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

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

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

1/28/2006

CITY OF SAN DIEGO CONSULTANT PERFORMANCE EVALUATION

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

Section I PROJECT INFORMATION

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

Section II SPECIFIC RATINGS

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

Section II

SPECIFIC RATINGS Continued

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

Section III

SUPPLEMENTAL INFORMATION

(Please ensure to attach additional documentation as needed.)

(Supporting documentation attached: Yes No)

Section IV

FINAL RATING

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

City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance

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

A. BID/PROPOSER/SOLICITATION TITLE:

Design of Lake Hodges Dam Replacement

Black & Veatch Corporation

Contract Number: H2426386-M

B. BIDDER PROPOSER INFORMATION

Black & Veatch Corporation

Legal Name		DBA	
300 Rancheros Drive, Suite 250	San Marcos	CA	92069
Street Address	City	State	Zip
Kevin N. Davis, Vice President	(760) 621-8419	NA	
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.

Kevin N. Davis	Vice President / Project Director
Name	Title/Position
Escondido, CA	NA
City and State of Residence	Employer (if different than Bidder/Proposer)
Contracting with the City, supervising staff involved with this project	
Interest in the transaction	

John T. Bekmanis	Senior Project Manager
Name	Title/Position
Escondido, CA	NA
City and State of Residence	Employer (if different than Bidder/Proposer)
Contracting with the City, supervising staff involved with this project	
Interest in the transaction	

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

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

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

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

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

Use Attachment "A" if additional pages are necessary.

C. OWNERSHIP AND NAME CHANGES:

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

Yes No

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

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

Yes No

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

D. BUSINESS ORGANIZATION/STRUCTURE:

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

Corporation

Date incorporated: 11/16/1998 State of incorporation: Delware

List corporation's current officers:

President: Mario Azar

Vice Pres.: Multiple Vice Presidents, see Attachment A

Secretary: Tim Triplett

Treasurer: Michael Williams

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:

N/A

Limited Liability Company

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

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

N/A

Partnership

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

List names of all firm partners:

N/A

Sole Proprietorship Date started: mm/dd/yyyy

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

N/A

Joint Venture Date formed: mm/dd/yyyy

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

N/A

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: BMA Harris Bank, N.A.

Point of Contact: James Stephens

Address: 111 West Monrow-5C, Chicago, IL 60603

Phone Number: (312) 461-6631

7. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?

Yes No

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

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?

Yes No

If Yes, use Attachment "A" to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?

Yes No

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

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?
 Yes No

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

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?
 Yes No

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

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?
 Yes No

If Yes, use Attachment "A" to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Company Name: City of Escondido

Contact Name and Phone Number: Angela Morrow, (760) 839-6290, x7030

Contact Email: amorrow@escondido.org

Address: 201 North Broadway, Escondido CA 92025

Contract Date: March 2014 - Ongoing

Contract Amount: \$8.4 Million

Requirements of Contract: Preliminary and detailed design for the Lake Wohlford Dam replacement. Work included evaluation of various dam replacement types, rehabilitation options, geotechnical, permitting (environmental, DSOD and County of San Diego) and funding assistances. Facilities include dam, outlet tower, spillway, stilling basin, outlet pipeline and roadway realignment.

Company Name: Denver Water

Contact Name and Phone Number: Jeff Martin, (303) 628-6508

Contact Email: jeff.martin@denverwater.org

Address: 51600 W 12th Ave, Denver, CO 80204

Contract Date: 2017 - ongoing

Contract Amount: \$67 Million

Requirements of Contract: For the Gross Reservoir Expansion (Raising of Gross Dam, providing schedule, cost, and document control; subject matter expert input; risk management and change management; and supported development and execution of the CMGC project delivery approach. We are also providing RCC mix design support, construction management and inspection, contract management, and quality control services during construction.

Company Name: San Diego County Water Authority

Contact Name and Phone Number: Andrew Oleksyn, (858) 522-6858

Contact Email: aoleksyn@sdcwa.org

Address: 4677 Overland Avenue, San Diego, CA 92123

Contract Date: Completed 2014

Contract Amount: \$8.9 Million

Requirements of Contract: For the San Vicente Dam Raise Project, provided construction phase services, overseeing the contractors' activities for multiple construction packages, managed the construction of San Vicente Dam Raise, the largest RCC dam raise in the world at the time of construction. Black & Veatch was able to balance the interests of multiple stakeholders, as the project required multi-agency coordination with SDCWA being the project lead and City of San Diego the facility owner.

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: Puzzullo Consulting

Contact Name and Phone Number: Jeffrey Puzzullo, President/CEO 760-533-3500

Contact Email: jpuzzullo@puzzullo.com

Address: 504 Machado Way, Vista, CA 92083

Contract Date: Following award of contract to Black & Veatch Corporation

Contract Amount: \$276,800

Requirements of Contract: Prepare construction cost estimates & schedules and perform design constructability reviews.

What portion of work will be assigned to this subcontractor: 0.61%

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

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

K. STATEMENT OF AVAILABLE EQUIPMENT:

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

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

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

Pledge of Compliance Initial submission.

OR

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

Complete all questions and sign below.

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

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

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

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

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

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

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

**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.

DIRECTORS:

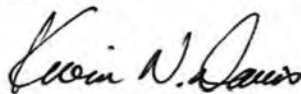
First Name	Middle Name	Last Name
Timothy	Wayne	Triplett

OFFICERS:

Last Name	First Name	Middle Name	Executive Status
Aillet	Joe	R.	Associate Vice President
Almeida	Shaun		Associate Vice President
Andry	Ted	R.	Vice President
Araoz	Carlos	E.	Vice President
Archer	Alan	R	Associate Vice President
Assaf	Ali		Vice President
Azar	Mario		CEO
Azer	Rick	E	Associate Vice President
Bache	Stephanie	Lolitia	Vice President
Baker	Brett	A.	Vice President
Bair	Jeffrey	M	Associate Vice President
Barbier	Shelby	B	Senior Vice President
Barth	Peter	M	Associate Vice President
Bartlett	Tim		Vice President

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

Kevin N. Davis, Vice President



6/14/24

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.

Beattie	Brendon	W	Associate Vice President
Bernica	Andrea	Colette	Senior Vice President & Assistant Secretary
Beste	Marie-Renee		Associate Vice President
Blacker	Ian		Associate Vice President
Blair	Georgeann	M.	Associate Vice President
Blanton	Megan		Associate Vice President
Boersma	Paul	M.	Associate Vice President
Borchers	Michael		Associate Vice President
Borst	Robert	S	Associate Vice President
Breckenridge	William	R.	Vice President
Brill	David	J.	Vice President
Brown	Curtis	G.	Vice President
Brown	Chad	Evin	Associate Vice President
Burger	Brent	B.	Senior Vice President
Burklund	Jennifer	M	Vice President
Burns	Nicholas	L.	Associate Vice President
Cadena	Ignacio		Associate Vice President
Cambridge	Derek	L.	Vice President
Carlson	David	J.	Vice President
Carpenter	Suzenne	G	Associate Vice President

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

Kevin N. Davis, Vice President  6/14/24

 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.

Chai	Christina Cheryl		Vice President
Chaudhary	Narsingh Parsuram		President – Asia Pacific
Cheong	Hoe Wai		President – Asia Pacific
Cherian	Shibu		Vice President
Cherry	Scean		Associate Vice President
Clark	James	H.	Senior Vice President
Clark	Larry	S.	Senior Vice President
Cheslek	Heather	A	Associate Vice President
Clearwaters	Brian	C.	Associate Vice President
Clegg	Barry	D.	President – BV Operations
Clifford	Michael	J	Associate Vice President
Cogan	Sara	A.	Vice President
Coggins	Jeffrey	Dale	Vice President
Coleman	Tiffany	A.	Associate Vice President
Coletta	Vincent		Vice President
Colgrove	Kelsey	W	Associate Vice President
Conradt	Joseph	P.	Associate Vice President
Cosgrove	Eric	P.	Vice President
Currence	Kevin	L.	Associate Vice President
Currie	James	DM	Associate Vice President

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

Kevin N. Davis, Vice President  6/14/24

 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.

Davis	Spencer	L.	Associate Vice President
Davis	Kevin	N.	Vice President
Day	David	A	Associate Vice President
DeBarbadillo	Christine		Associate Vice President
Deekan	Matthew		Associate Vice President
DeGeeter	Scott Joseph		Vice President
Demeritt	Stephen		Associate Vice President
Dicks	Scott	J.	Senior Vice President
Dittus	Mark	H	Associate Vice President
Divito	Jennifer	M	Vice President
Dominguez Argueta	Rene	A.	Associate Vice President
Doull	James	D.	Executive Vice President
Draper	Derrick	D	Associate Vice President
Du	Jun		Associate Vice President
Dudley	William	T.	Vice President
Duff	Bruce	Gordon	Vice President
Dunham	Jonathan	Leonard	Associate Vice President
Dulan III	Silas	S	Associate Vice President
Easley	Stacia	L	Associate Vice President

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

Kevin N. Davis, Vice President  6/14/24

 Print Name, Title Signature Date

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

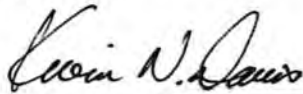
Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered.

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

Edsall	Todd	L.	Vice President
Elbert	Ryan	J.	Senior Vice President
Elenbaas	Michael	K	Associate Vice President
Erdal	Zeynep	Kisoglu	Associate Vice President
Evans	Aaron		Associate Vice President
Falcon	Oscar	Eduardo	Senior Vice President
Fanning	Jason	Michael	Associate Vice President
Faris	Benjamin		Associate Vice President
Fawcett	Stephen	T.	Vice President
Feickert	Jon	R.	Associate Vice President
Felski	John	W.	Senior Vice President
Frias	Rafael	E.	Vice President
Friesz	James	Dustin	Associate Vice President
Gake	Mark	A.	Associate Vice President
Galdo	Stephen	M.	Associate Vice President
Gaston	Eric	K.	Vice President
George	Hyleme		Vice President
Gerhart	Brett	A.	Associate Vice President
Gibbs	Stephen	M.	Senior Vice President
Gibson	Robbie		Associate Vice President
Gilson	Allan	G.	Associate Vice President
Ginn	Donnie	H.	Senior Vice President

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

Kevin N. Davis, Vice President



6/14/24

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.

Gaston	Eric	K.	Vice President
George	Hyleme		Vice President
Gerhart	Brett	A.	Associate Vice President
Gibbs	Stephen	M.	Senior Vice President
Gibson	Robbie		Associte Vice President
Gilson	Allan	G.	Associate Vice President
Ginn	Donnie	H.	Senior Vice President
Glasgow	James	J	Associate Vice President
Goff	Michael	K.	Vice President
Goff	Michael	J	Associate Vice President
Goldwasser	Sean	M.	Vice President
Goswami	Rochman		Vice President
Green	Bently	C	Associate Vice President
Greer	John	B.	Vice President
Griffin	Donnie	R.	Vice President
Guthrie	Jarrold		Vice President
Haas	Keith	A	Associate Vice President
Hansen	Andrew	J	Associate Vice President
Hardin	Bradley	Spencer	Senior Vice President
Harji	Hiralal Ramji		Associate Vice President
Harper	Michael	M.	Vice President
Harris	David	Keith	Vice President
Hattle	Gary	R.	Vice President

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Kevin N. Davis, Vice President  6/14/24

 Print Name, Title Signature Date

Contracts – Contractor
Standards Pledge of Compliance 10 of 10 **Officer**
Revised 02-01-18

Public Works Contracts – Contractor
Standards Pledge of Compliance 10 of 10 **Revised 02-01-18**

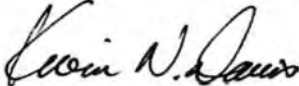
**City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance Attachment "A"**

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Hays	Brady	F.	Senior Vice President
Healey	James		Vice President
Hinkle	Kevin	Thomas	Associate Vice President
Hirner	Cary	R	Associate Vice President
Hoffman Jr	William	L.	Associate Vice President
Hoffman	Angela	Lungren	Senior Vice President
Hoog	Reggie	L.	Vice President
Hogan	Patrick	Gerard	President – Chief Client Officer
Horne	Richard	D	Associate Vice President
Huang	Xiaoyong		Vice President
Hueste	Christopher	C	Associate Vice President
Huggins	Roosevelt	R.	Vice President
Hughes	Sarah	B	Associate Vice President
Hull	Jesse	J.	Senior Vice President
Huston	Patrick		Associate Vice President
Inman	Julie	A	Associate Vice President
Jackson	Lisa	A.	Vice President
Jacober	Richard	I.	Executive Vice President
Janik	Richard	J.	Vice President
Johnson	John	H.	Senior Vice President

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CONTRACTOR STANDARDS
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Johnson	Joshua	S.	Vice President
Johnson	Joy	Delaine	Senior Vice President
Johnson	Kathleen		Associate Vice President
Joyce	George		Associate Vice President
Kasarabada	Ajay	N	Associate Vice President
Keller	John	A	Associate Vice President
Kinner	Scott	D.	Vice President
Klausner	Christopher	J.	Associate Vice President
Kneitz	Paul	R.	Associate Vice President
Koch	David	S.	Associate Vice President
Krage	Ronald	G.	Associate Vice President
Kringen	Kent	R.	Associate Vice President
Kropf	Kyle	M.	Associate Vice President
Kryzstofik	Mathew		Associate Vice President
Kuhlmann	Kristi	L	Associate Vice President
Kurtz	Jeffrey	E.	Vice President
Lackey	Kent	Allen	Senior Vice President
Ladd	Jonathan	S	Associate Vice President
Lal	Kavita	D	Associate Vice President
Lasher	Joshua		Associate Vice President

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**City of San Diego
CONTRACTOR STANDARDS
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LeBlanc	Daniel	K	Associate Vice President
Lee	Thomas	W	Associate Vice President
Lewis	Arron	L.	Vice President
Li	Tengjie		Vice President
Lichty	Craig		Vice President
Lindsay	Paul	J.	Associate Vice President
Lovan	Kimberly	M	Associate Vice President
Lovinelli Jr.	Frank	R.	Associate Vice President
Ludwig	Kevin	P.	Vice President
Mahendran	Joseph	A.	Associate Vice President
Mandelbaum	Bryan	R	Associate Vice President
Marshall	John	W.	Vice President
Mather	Lee	R.	Vice President
McCarthy	David	A	Associate Vice President
McCure	Michael	S	Associate Vice President
Meegan	Jennifer	L.	Senior Vice President
Mehlin	Jeff		Vice President
Menon	Rajiv	Vasudevan	Vice President
Mentzer	Loretta	Harms	Associate Vice President
Merjaneh	Youssef		Senior Vice President
Mickells	Adrienne	L.	Vice President
Miller	Paul	M.	Vice President

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

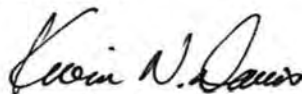
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Miller	David	D.	Vice President
Mitchell	Charles	B.	Vice President
Moghe	Hrishikesh	P.	Associate Vice President
Mueller	Christopher	G.	Vice President
Murphy	Christopher	James	Associate Vice President
Nagarah	Christopher		Associate Vice President
Neal	Michael		Vice President
Neemann	Jeff	J.	Vice President
Nero	Sherry	L.	Associate Vice President
Nichols	John	H	Associate Vice President
O'Leary	Ian		Associate Vice President
Olivarez	Darin		Associate Vice President - Treasurer
O'Neill	Patrick	A.	Vice President
Oksuz	Faruk		Vice President
Oppeau	Todd	S	Associate Vice President
Orth	Michael	G.	President – Government & Environment
Osborne	James	Michael	Associate Vice President
Parish	David	J.	Vice President
Pattani	Anand	P	Vice President

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Kevin N. Davis, Vice President



6/14/24

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**City of San Diego
CONTRACTOR STANDARDS
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Patterson	Andrea	M	Associate Vice President
Pelissero	Patrick	J	Associate Vice President
Perkins	Richard	L	Associate Vice President
Petz	Carl	F.	Vice President
Pirrello	Colleen	R	Associate Vice President
Pletka	Ryan	J.	Vice President
Podrebarac	Marijan		Associate Vice President
Poduval	Deepa		Senior Vice President
Poetter	Frederick	M.	Vice President
Quddas	Kashruzzaman		Associate Vice President
Quinn	Danny	J	Associate Vice President
Rapavi	David	M	Associate Vice President
Reigner	Walter	R	Vice President
Robinson	Clinton	O.	Associate Vice President
Robinson	Brian		Associate Vice President
Roesle	Scott	E.	Associate Vice President
Ross	Brydon		Associate Vice President
Rowell	Jason	M.	Vice President
Schieber	Leon	A.	Associate Vice President
Schlaman	James	C.	Associate Vice President
Schultz	Katherine	E.	Vice President
Scrivens	Michael		Vice President

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Kevin N. Davis, Vice President  6/14/24

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**City of San Diego
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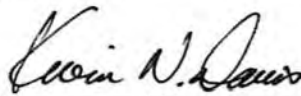
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Scupham	Samuel		Vice President
Sengupta	Siddhartha		Associate Vice President
Serafin	Michael	J.	Associate Vice President
Shafer	Jennifer	E	Vice President
Shaw	Andrew	R.	Associate Vice President
Shaw	Stuart	K.	Senior Vice President
Siegrist	A.	Dean	Associate Vice President
Sigman	Jay	R.	Associate Vice President
Simmons	David	M	Associate Vice President
Small	Keith	D.	Associate Vice President
Smith	Jeffrey		Vice President
Stamm	Jeffrey	J.	Senior Vice President
Stanek	Julie	M	Associate Vice President
Steichen	Mark	T.	Associate Vice President
Stith	Paul		Associate Vice President
Strawn	David	L.	Vice President
Strayer	James		Vice President
Stromwall	Joe		Associate Vice President
Talib	Javid	H.	Vice President
Tassone	Kimberly	L.	Associate Vice President
Temple	Karen	M	Associate Vice President
Thakur	Brahmendra		Associate Vice President
Thomas	Matthew	Lee	Associate Vice President

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6/14/24

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CONTRACTOR STANDARDS
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Thompson	Drew	S	Associate Vice President
Timberlake	Erin	E	Associate Vice President
Traister	Robert	Lee	Vice President
Triplett	Timothy	Wayne	Secretary
Uhlmansiek	Steve		Vice President
Usher	Michelle	R.	Associate Vice President
Van Der Merwe	Schalk		Associate Vice President
Veerapaneni	Srinivas		Associate Vice President
Von Lazar	Laszlo		President – Energy & Process
Wang	Suqing		Vice President
Weber	Cathy	A.	Senior Vice President
Wells	William	J.	Vice President
Welp	James	E.	Senior Vice President
Werner	Katie	M	Vice President
Widmer	Jerry	J	Associate Vice President
Wielage	Scott	D.	Associate Vice President
Winger	James	G	Associate Vice President
Wilhite	Robert	Theadore	Senior Vice President
Wilkinson	Christopher	M.	Associate Vice President
Williams	Michael		President & Chief Financial Officer

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Kevin N. Davis, Vice President  6/14/24

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**City of San Diego
CONTRACTOR STANDARDS
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Williams	William	D	Associate Vice President
Williams	Steven	D.	Vice President
Wilson	Gordon		Associate Vice President
Winterman	Richard	J	Associate Vice President
Worlton	Michael	Adam	Associate Vice President
Young	Nathan	Allen	Vice President
Yu	Yi		Associate Vice President
Zeka	Cherie	D.	Associate Vice President
Zhou	Minjian		Vice President
Zhu	Edward	D.	Associate Vice President
Zoller	Jason	A.	Vice President

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Kevin N. Davis, Vice President  6/14/24

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**City of San Diego
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Company Name:	Ross Engineering Group, Inc.
Contact Name and Phone Number:	Ron Ross, Principal 619-200-4893
Contact Email:	Ron@Ross.Engineers
Address:	504 Machado Way Vista, CA 92083
Contract Date:	Following award of contract to Black & Veatch Corporation
Contract Amount:	\$310,750
Requirements of Contract	Perform CADD drafting for the design
What portion of work will be assigned to this subcontractor:	0.69%
Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? Yes or No	Yes

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Kevin N. Davis, Vice President		6/14/24
Print Name, Title	Signature	Date

City of San Diego
CONTRACTOR STANDARDS
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Company Name:	<u>Busby Biological Services, Inc.</u>
Contact Name and Phone Number:	<u>Melissa Busby, Principal 858-334-9507</u>
Contact Email:	<u>Melissa@busbybiological.com</u>
Address:	<u>4629 Cass St, San Diego, CA 92169</u>
Contract Date:	<u>Following award of contract to Black & Veatch Corporation</u>
Contract Amount:	<u>\$70,740</u>
Requirements of Contract	<u>Support environmental document/permitting by performing biological resources assessment</u>
What portion of work will be assigned to this subcontractor:	<u>0.16%</u>
Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? Yes or No	<u>Yes</u>
Company Name:	<u>RED TAIL MONITORING RESEARCH INC DBA Red Tail Environmental</u>
Contact Name and Phone Number:	<u>Clint Linton, Owner/Native American Marketing Manager 760-803-5694</u>
Contact Email:	<u>cliint@redtailenvironmental.com</u>
Address:	<u>1529 Simpson Way, Escondido, CA 92029</u>
Contract Date:	<u>Following award of contract to Black & Veatch Corporation</u>
Contract Amount:	<u>\$57,000</u>
Requirements of Contract	<u>Support environmental document/permitting by performing cultural/tribal resources assessment</u>
What portion of work will be assigned to this subcontractor:	<u>0.13%</u>
Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? Yes or No	<u>Yes</u>

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Kevin N. Davis, Vice President



6/14/24

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Company Name:	<u>Baranek Consulting Group, Inc.</u>
Contact Name and Phone Number:	<u>Kimberly C. Baranek, Principal 858-922-8604</u>
Contact Email:	<u>kim@baranekconsulting.com</u>
Address:	<u>10023 Wildlife Rd., San Diego, CA 92131</u>
Contract Date:	<u>Following award of contract to Black & Veatch Corporation</u>
Contract Amount:	<u>\$77,350</u>
Requirements of Contract	<u>Support environmental document - preparing EIR</u>
What portion of work will be assigned to this subcontractor:	<u>0.17%</u>
Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? Yes or No	<u>Yes</u>
Company Name:	<u>Dudek</u>
Contact Name and Phone Number:	<u>Alex Hardy, Project Manager 760-479-4859</u>
Contact Email:	<u>ahardy@dudek.com</u>
Address:	<u>605 Third Street, Encinitas, California 92024</u>
Contract Date:	<u>Following award of contract to Black & Veatch Corporation</u>
Contract Amount:	<u>\$2,121,650</u>
Requirements of Contract	<u>Lead for environmental, CEQA/NEPA, environmental permitting process - coordinate work of environmental subcontractors</u>
What portion of work will be assigned to this subcontractor:	<u>4.70%</u>
Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? Yes or No	<u>Yes</u>

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Kevin N. Davis, Vice President		6/14/24
Print Name, Title	Signature	Date

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Company Name:	ABC Acoustics, Inc.
Contact Name and Phone Number:	Lillian Sanavi, Owner 858-550-9055
Contact Email:	Sharo@abcacoustics.com
Address:	990 Highland Drive, Suite 212 Solana Beach, CA 92075
Contract Date:	Following award of contract to Black & Veatch Corporation
Contract Amount:	\$65,000
Requirements of Contract	Support environmental document/permitting by performing noise assessment
What portion of work will be assigned to this subcontractor:	0.14%
Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? Yes or No	Yes
Company Name:	Heritage Architecture and Planning, Inc.
Contact Name and Phone Number:	Eileen Magno, Principal 619-239-7888
Contact Email:	eileen@heritagearchitecture.com
Address:	832 Fifth Ave, San Diego, CA 92101
Contract Date:	Following award of contract to Black & Veatch Corporation
Contract Amount:	\$35,370
Requirements of Contract	Support environmental document/permitting by performing historical preservation assessment
What portion of work will be assigned to this subcontractor:	0.08%
Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? Yes or No	Yes

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6/14/24

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Company Name:	Allied Geotechnical Engineers, Inc.
Contact Name and Phone Number:	Sani Sutanto, Senior Project Manager 619-449-5900, ext. 101
Contact Email:	s_sutanto@alliedgeo.org
Address:	9500 Cuyamaca Street, Suite 102 Santee, CA 92071
Contract Date:	Following award of contract to Black & Veatch Corporation
Contract Amount:	\$2,777,170
Requirements of Contract	Perform geology/geotechnical services – field and lab
What portion of work will be assigned to this subcontractor:	6.15%
Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? Yes or No	Yes
Company Name:	Kleinfelder, Inc.
Contact Name and Phone Number:	Robert A. Torres, Senior Program Manager 619-831-4600
Contact Email:	RATorres@kleinfelder.com
Address:	770 First Avenue, Suite 400 San Diego, CA 92101
Contract Date:	Following award of contract to Black & Veatch Corporation
Contract Amount:	\$2,672,770
Requirements of Contract	Perform geology/geotechnical services – assessment and analysis – coordinate findings with structural and seismic subcontractor
What portion of work will be assigned to this subcontractor:	5.92%
Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? Yes or No	Yes

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6/14/24

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Company Name:	<u>Katz and Associates, Inc.</u>
Contact Name and Phone Number:	<u>Emily Fan Michaelson, Director 858-926-4019</u>
Contact Email:	<u>emichaelson@katzandassociates.com</u>
Address:	<u>591 Camino De La Reina Suite 407, San Diego, CA 92108</u>
Contract Date:	<u>Following award of contract to Black & Veatch Corporation</u>
Contract Amount:	<u>\$2,086,520</u>
Requirements of Contract	<u>Coordinate with stakeholders – outreach/engagement to community, special interest groups, and to support environmental process</u>
What portion of work will be assigned to this subcontractor:	<u>4.62%</u>
Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? Yes or No	<u>Yes</u>
Company Name:	<u>PROTEUS Consulting</u>
Contact Name and Phone Number:	<u>Soma Bhadra, CEO 858-353-2805</u>
Contact Email:	<u>soma@consult-proteus.com</u>
Address:	<u>4087 Alabama Street, San Diego, CA 92104</u>
Contract Date:	<u>Following award of contract to Black & Veatch Corporation</u>
Contract Amount:	<u>\$677,010</u>
Requirements of Contract	<u>Coordinate with stakeholders – focused reservoir-related agreements and agencies an in support of water supply optimization planning study/alternatives analysis (Addendum 1 scope)</u>
What portion of work will be assigned to this subcontractor:	<u>1.50%</u>
Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? Yes or No	<u>Yes</u>

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<u>Kevin N. Davis, Vice President</u>		<u>6/14/24</u>
Print Name, Title	Signature	Date


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Company Name:	<u>CValdo Corporation</u>
Contact Name and Phone Number:	<u>Mike Cairns, Principal 858-866-0128</u>
Contact Email:	<u>mikec@cvaldo.com</u>
Address:	<u>2255 Avenida De La Playa, Suite 5 La Jolla, CA 92037</u>
Contract Date:	<u>Following award of contract to Black & Veatch Corporation</u>
Contract Amount:	<u>\$174,820</u>
Requirements of Contract	<u>Perform stormwater design and permitting services to comply with regulations</u>
What portion of work will be assigned to this subcontractor:	<u>0.39%</u>
Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? Yes or No	<u>Yes</u>
Company Name:	<u>Kelsey Structural APC</u>
Contact Name and Phone Number:	<u>Guy Kelsey, Principal Structural Engineer 619-920-1262</u>
Contact Email:	<u>gkelsey@kelseystructural.com</u>
Address:	<u>8064 Allison Ave No. 1706, La Mesa, CA 91942</u>
Contract Date:	<u>Following award of contract to Black & Veatch Corporation</u>
Contract Amount:	<u>\$1,319,640</u>
Requirements of Contract	<u>Perform structural and seismic analysis and design in coordination and integrate geology/geotechnical analysis (coordinate with geotechnical subcontractor)</u>
What portion of work will be assigned to this subcontractor:	<u>2.92%</u>
Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? Yes or No	<u>Yes</u>

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

Kevin N. Davis, Vice President		6/14/24
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.

Company Name:	O'Day Consultants, Inc.
Contact Name and Phone Number:	Patrick N. O'Day, President 760-931-7700, Ext. 104
Contact Email:	pato@odayconsultants.com
Address:	2710 Loker Avenue West, Suite 100 Carlsbad, CA 92010
Contract Date:	Following award of contract to Black & Veatch Corporation
Contract Amount:	\$903,590
Requirements of Contract	Perform site civil design, grading plans, permitting, potholing and surveying work to support design and bidding
What portion of work will be assigned to this subcontractor:	2.00%
Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? Yes or No	Yes
Company Name:	WISE HOME VENTURES INC DBA Mizuta Traffic Consulting
Contact Name and Phone Number:	Marc Mizuta, Principal 858-752-8212
Contact Email:	mizutatraficconsulting@gmail.com
Address:	6334 Lake Dora Ave., San Diego, CA 92119
Contract Date:	Following award of contract to Black & Veatch Corporation
Contract Amount:	\$455,730
Requirements of Contract	Prepare traffic control plans and traffic study work to support environmental work
What portion of work will be assigned to this subcontractor:	1.01%
Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? Yes or No	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.

Kevin N. Davis, Vice President		6/14/24
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.

Company Name:	Harris & Associates, Inc.
Contact Name and Phone Number:	Mark Nassar, Vice President 619-200-6442
Contact Email:	Mark.Nassar@WeAreHarris.com
Address:	600 B Street, Suite 2000, San Diego, CA 92101
Contract Date:	Following award of contract to Black & Veatch Corporation
Contract Amount:	\$582,910
Requirements of Contract	Perform water resources-related work pertaining to the water supply optimization planning study/alternatives analysis (Addendum 1 scope)
What portion of work will be assigned to this subcontractor:	1.29%
Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? Yes or No	Yes
Company Name:	Northwest Hydraulic Consultants, Inc.
Contact Name and Phone Number:	Ken Christison, 206-241-6000 or 604-969-3005
Contact Email:	KChristison@nhcwater.com
Address:	12787 Gateway Drive S. Seattle, WA 98168
Contract Date:	Following award of contract to Black & Veatch Corporation
Contract Amount:	\$1,110,000
Requirements of Contract	Prepare physical model.
What portion of work will be assigned to this subcontractor:	2.46%
Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? Yes or No	No

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

Kevin N. Davis, Vice President		6/14/24
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.

The following is a list of the necessary anticipated equipment required to complete the work specified. Black & Veatch will require our subconsultants (our subconsultants to require any second tier subconsultants) have the following equipment available before the commencement work, as a provision of our contract with the respective subconsultant:

Geology/Geotechnical

Allied Geotechnical will provide the following equipment:

- Lab equipment for soils testing
- Jackhammer for test pits

Kleinfelder's second tier subconsultants will provide the following equipment:

Second Tier Driller

- Drill rig for soils borings
- Helicopter for mobilizing drill rig
- Barge to facilitate drill rig performing boring in lake

Other second tier subs

- Seismic refraction equipment
- Lab equipment for roller compacted concrete (RCC) testing/RCC mix design
- Piezometers for groundwater monitoring

Survey

O'Day Consultants or their second tier subconsultants will provide the following equipment:

- Surveying equipment
- Potholing equipment (O'Day second tier subconsultant)

Environmental

ABC Acoustics will provide the following equipment (acoustical measurements):

- Acoustical soundlevel meters and related equipment

Busby Biological Services and Heritage Architecture and Planning will each provide the following equipment for their respective biology and historic preservation surveys:

- Camera/video equipment

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

Kevin N. Davis, Vice President
Print Name, Title



Signature

June 14, 2024
Date

CITY OF SAN DIEGO
 Sensitive Information Authorization Acknowledgement Form- City Contractors/Vendors

Authorized Person (City Contractor/Vendor requesting authorized access to Sensitive Information):

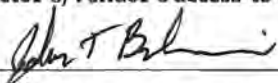
Name (Printed) John Bekmanis	eMail Address BekmanisJT@bv.com	Network (AD) Login/UserID JTBekmanis
Company/Organization Black & Veatch Corporation		Contractor/Vendor Office Phone (760) 621-8421
City Department (managing contract) Engineering & Capital Projects Department		Contractor/Vendor Office FAX N/A
City Contract Manager's Name (Printed) James Botica	City Contract Manager's Phone (619) 977-4594	City Contract Manager's Mail Sta. 912

Policy Summary (pertinent excerpts from City Administrative Regulation 90.64):

- 4.1. Sensitive Information shall be maintained in a confidential manner and access restricted to only employees or individuals properly authorized by his or her Appointing Authority and approved by the Information/Data Owner, based on verified business needs to have access to such information and/or in compliance with specific legal requirements.
- 4.3. Authorization to access or use Sensitive Information shall be based on a functional role (job duties) and not linked directly with a specific individual, such that when an authorized person's job duties no longer require access to or use of Sensitive Information, the ability to access or use such information shall be revoked. At no time shall a contractor's or vendor's access to Sensitive Information extend beyond the termination of the authorizing contract, and such access shall be revoked as soon as the duties requiring access or use have ended, regardless of the end date of the contract.
- 4.5. Authorized Persons shall access or use Sensitive Information only for its intended purpose for which it was obtained and maintained by the City of San Diego. An employee or individual authorized to access or use Sensitive Information shall sign an Authorization Acknowledgement Form stating he or she has read, understands, and agrees to abide by this policy.
- 4.7. Violation of this policy, either by unauthorized persons accessing or attempting to access Sensitive Information, or by Authorized Persons accessing or using Sensitive Information for other than its intended purpose or beyond the scope of their duties, may result in disciplinary action, up to and including termination of employment, and also subject the violating individual(s) to personal liability without the option of City legal defense. In the case of contractors or vendors, violation of this policy will be considered a breach of contract and appropriate actions taken on that basis. If deemed necessary, information regarding employee, volunteer, contractor or vendor violation of this policy may be referred to the appropriate agency for any civil and/or criminal action, as applicable.

Acknowledgement

By signing below, the above City Contractor/Vendor acknowledges that he or she understands that the Terms and Conditions of the underlying City Contract contain the provisions of the full policy stated above, and he or she agrees to comply with such contract provisions. City Contractor/Vendor understands that this form will be kept on file with the underlying contract documents in the City Purchasing & Contracting Department, and that he or she may receive a copy, if requested. The City Contract Manager acknowledges that he or she has discussed the contract Terms and Conditions related to this policy with the above Contractor/Vendor and understands the supervisor's obligations regarding the Contractor's/Vendor's access to the City's Sensitive Information under this policy.



 Contractor's/Vendor's Signature

11/1/2024

 Date Signed



 City Contract Manager's Signature

11/1/24

 Date Signed

DESIGN PROFESSIONAL AGREEMENT
APPENDICES

APPENDIX A - BASE SURVEY LIMITS

AeroTech Mapping Inc.

Lake Hodges Dam Replacement ~3,450 Acres

1' Contours, 1"=20', Full Planimetrics, 0.15' Color Orthophoto

Fly 7 Lines, 144 Exp. 5cm Digital Flight / Fly LiDAR for Internal Use Only

21 HVP, CA Zone 6



APPENDIX B - ADDITIONAL SURVEY LIMITS

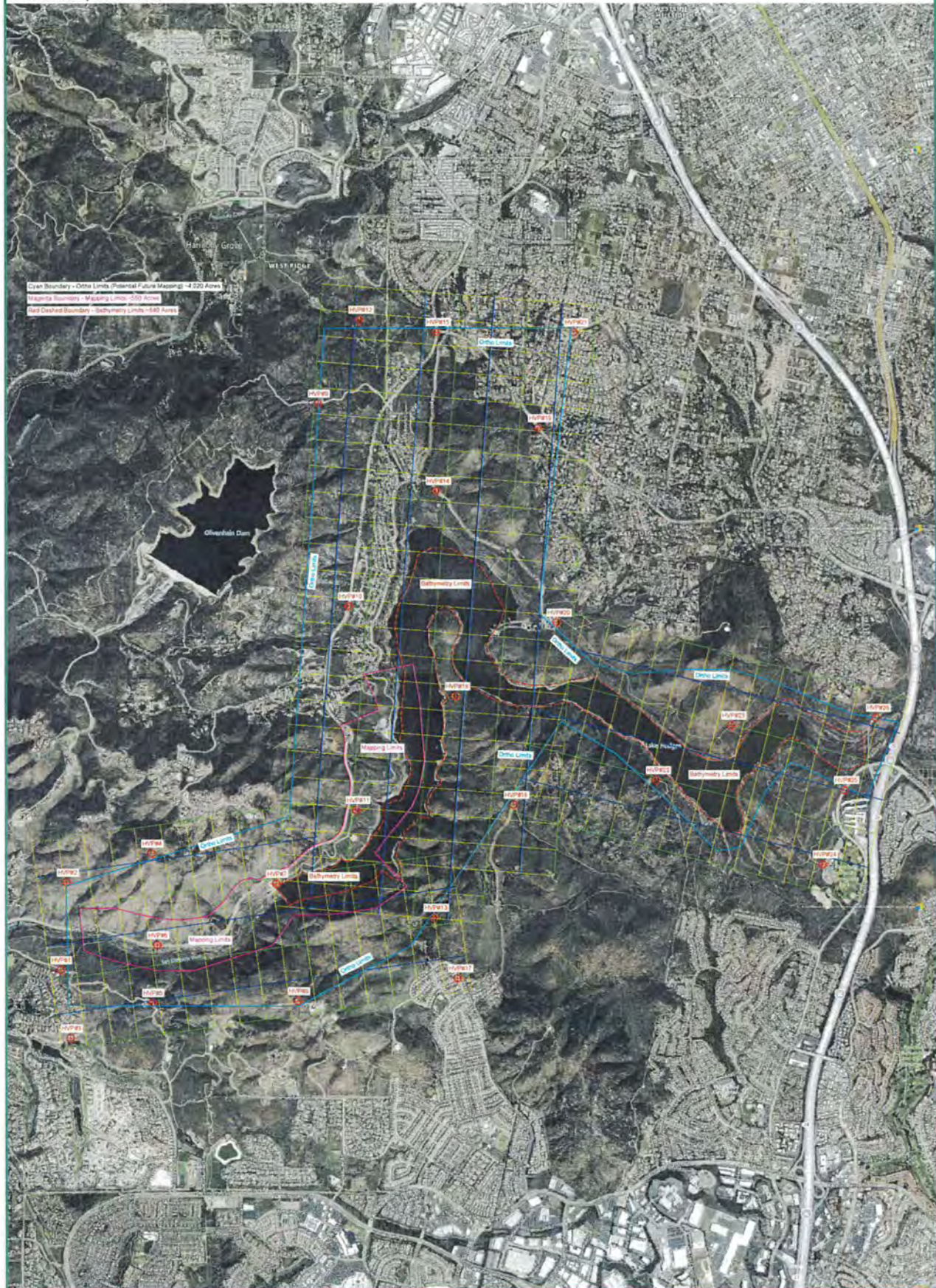
AeroTech Mapping Inc.

Lake Hodges Dam Replacement ~4,020 Acres

1' Contours, 1"=20', Full Planimetrics, 0.15' Color Orthophoto

Fly 10 Lines, 189 Exp. 5cm Digital Flight / Fly LiDAR for Internal Use Only

26 HVP, CA Zone 6



APPENDIX C

PRELIMINARY DRAWING LIST

Sheet Number	Sheet Name
GENERAL	
G-1	COVER SHEET, VICINITY MAP, AND LOCATION MAP
G-2	DRAWING LIST AND GENERAL NOTES
G-3	LEGEND AND ABBREVIATIONS
G-4	GENERAL SITE PLAN, STAGING AREAS, AND SURVEY DATA
CIVIL	
C-1	PLAN OF DAM SITE
C-2	DAM SITE HORIZONTAL CONTROL PLAN
C-3	HORIZONTAL CONTROL DATA
C-4	EXISTING GEOTECHNICAL PROGRAM PLAN
C-5	UPSTREAM DAM ACCESS ROAD PLAN AND SECTIONS - SHEET 1 OF 10
C-6	UPSTREAM DAM ACCESS ROAD PLAN AND SECTIONS - SHEET 2 OF 10
C-7	UPSTREAM DAM ACCESS ROAD PLAN AND SECTIONS - SHEET 3 OF 10
C-8	UPSTREAM DAM ACCESS ROAD PLAN AND SECTIONS - SHEET 4 OF 10
C-9	UPSTREAM DAM ACCESS ROAD PLAN AND SECTIONS - SHEET 5 OF 10
C-10	UPSTREAM DAM ACCESS ROAD PLAN AND SECTIONS - SHEET 6 OF 10
C-11	UPSTREAM DAM ACCESS ROAD PLAN AND SECTIONS - SHEET 7 OF 10
C-12	UPSTREAM DAM ACCESS ROAD PLAN AND SECTIONS - SHEET 8 OF 10
C-13	UPSTREAM DAM ACCESS ROAD PLAN AND SECTIONS - SHEET 9 OF 10
C-14	UPSTREAM DAM ACCESS ROAD PLAN AND SECTIONS - SHEET 10 OF 10
C-9	DOWNSTREAM DAM ACCESS ROAD PLAN AND SECTIONS - SHEET 1 OF 2
C-10	DOWNSTREAM DAM ACCESS ROAD PLAN AND SECTIONS - SHEET 1 OF 3
C-11	DOWNSTREAM DAM ACCESS ROAD PLAN AND SECTIONS - SHEET 1 OF 4
C-12	DOWNSTREAM DAM ACCESS ROAD PLAN AND SECTIONS - SHEET 1 OF 5
C-13	MISCELLANEOUS DETAILS 1 OF 2
C-14	MISCELLANEOUS DETAILS 2 OF 2
C-14	EROSION CONTROL PLAN - SHEET 1 OF 6
C-15	EROSION CONTROL PLAN - SHEET 2 OF 6
C-16	EROSION CONTROL PLAN - SHEET 3 OF 6
C-17	EROSION CONTROL PLAN - SHEET 4 OF 6
C-18	EROSION CONTROL PLAN - SHEET 5 OF 6
C-19	EROSION CONTROL PLAN - SHEET 6 OF 6
C-20	EROSION CONTROL DETAILS - SHEET 1 OF 2
C-21	EROSION CONTROL DETAILS - SHEET 2 OF 2
DEMOLITION	
D-1	EXISTING DAM REMOVAL PLAN
D-2	EXISTING DAM REMOVAL SECTIONS
D-3	SPILLWAY DEMOLITION PLAN
D-4	SPILLWAY DEMOLITION DETAILS
D-5	PENSTOCK AND EMERGENCY VALVE DEMOLITION DETAILS
D-6	DEMOLITION DETAILS

APPENDIX C

RCC DAM	
R-1	EXCAVATION PLAN
R-2	FOUNDATION TREATMENT DETAILS
R-3	FOUNDATION GROUTING PLANS, SECTION, AND DETAILS
R-4	GROUT CURTAIN PLANS AND EXAMPLE SCHEDULE
R-5	GROUT CURTAIN PROJECTED PROFILES
R-6	RCC TRIAL PLACEMENT PLAN AND SECTIONS
R-7	DAM PLAN AND PROFILE
R-8	TYPICAL OVERFLOW SECTION
R-9	TYPICAL PRINCIPAL SPILLWAY SECTION
R-10	DAM SECTIONS - SHEET 1 OF 2
R-11	DAM SECTIONS - SHEET 2 OF 2
R-12	SPILLWAY SECTIONS
R-13	RCC LIFT AND BEDDING MIX DETAILS
R-14	DAM CONTRACTION JOINT DETAILS
R-15	TOP OF DAM PLAN, SECTIONS, AND DETAILS
R-16	DRAINAGE PROFILE
R-17	TRENCH DRAIN PROFILE
R-18	DRAIN HOLE SCHEDULE
R-19	DRAINAGE GALLERY AND ADIT - SHEET 1 OF 6
R-20	DRAINAGE GALLERY AND ADIT - SHEET 2 OF 6
R-21	DRAINAGE GALLERY AND ADIT - SHEET 3 OF 6
R-22	DRAINAGE GALLERY AND ADIT - SHEET 4 OF 6
R-23	DRAINAGE GALLERY AND ADIT - SHEET 5 OF 6
R-24	DRAINAGE GALLERY AND ADIT - SHEET 6 OF 6
R-25	FACING DETAILS
R-26	PEDESTRIAN ACCESS BRIDGE PLAN, ELEVATION, AND SECTIONS
R-27	SPILLWAY PLAN AND SECTIONS
R-28	SPILLWAY SECTIONS AND DETAILS - SHEET 1 OF 2
R-29	SPILLWAY SECTIONS AND DETAILS - SHEET 2 OF 2
R-30	STILLING BASIN LEFT AND RIGHT WALL PLAN AND SECTION
R-31	STILLING BASIN DETAILS
R-32	SPILLWAY/STILLING BASIN - PLAN
R-33	SPILLWAY/STILLING BASIN - SECTION
R-34	SPILLWAY/STILLING BASIN - DETAILS
STRUCTURAL	
S-1	NOTES - SHEET 1 OF 2
S-2	NOTES - SHEET 2 OF 2
S-3	SPECIAL INSPECTION NOTES
S-4	TYPICAL DETAILS - SHEET 1 OF 4
S-5	TYPICAL DETAILS - SHEET 2 OF 4
S-6	TYPICAL DETAILS - SHEET 3 OF 4
S-7	TYPICAL DETAILS - SHEET 4 OF 4
S-8	OUTLET TOWER FOUNDATION AND TOP PLANS
S-9	OUTLET TOWER SECTIONAL PLANS
S-10	OUTLET TOWER SECTIONS - SHEET 1 OF 2
S-11	OUTLET TOWER SECTIONS - SHEET 2 OF 2
S-12	OUTLET TOWER DETAILS - SHEET 1 OF 3

APPENDIX C

S-13	OUTLET TOWER DETAILS - SHEET 2 OF 3
S-14	OUTLET TOWER DETAILS - SHEET 3 OF 3
S-15	OUTLET WORKS PLAN AND SECTION
S-16	OUTLET WORKS DETAILS
MECHANICAL - OUTLET TOWER	
T-1	ELEVATION AND SECTION
T-2	PLANS - SHEET 1 OF 2
T-3	PLANS - SHEET 2 OF 2
T-4	SECTIONS AND DETAILS
T-5	MISCELLANEOUS DETAILS
T-6	TRASHRACK ELEVATION, SECTION, AND DETAILS
T-7	TRASHRACK PLANS AND SECTIONS
MECHANICAL - OUTLET WORKS	
O-1	PLAN AND PROFILE
O-2	EMERGENCY RELEASE VALVE PLAN AND SECTION
O-3	DETAILS - SHEET 1 OF 3
O-4	DETAILS - SHEET 2 OF 3
O-5	DETAILS - SHEET 3 OF 3
MECHANICAL - HVAC	
M-1	LEGEND, ABBREVIATIONS, AND GENERAL NOTES
M-2	GALLERY HVAC PLAN AND DETAILS
M-3	SCHEDULES, DETAILS, AND SEQUENCE OF OPERATIONS
ELECTRICAL	
E-1	STANDARDS AND ABBREVIATIONS
E-2	POWER SINGLE-LINE DIAGRAM
E-3	CONTROL SINGLE-LINE DIAGRAM
E-4	PLAN OF DAM SITE - SHEET 1 OF 3
E-5	PLAN OF DAM SITE - SHEET 2 OF 3
E-6	PLAN OF DAM SITE - SHEET 3 OF 3
E-7	OUTLET TOWER PLANS
E-8	EMERGENCY RELEASE VALVE PLAN
E-9	DAM GALLERY POWER AND LIGHTING PLAN
E-10	DAM CREST & OUTLET TOWER LIGHTING AND CONTROL PLAN
E-11	EMERGENCY RELEASE VALVE & DAM ACCESS ROAD POWER AND LIGHTING PLAN
E-12	DETAILS/SCHEDULES
E-13	SCHEMATICS
INSTRUMENTATION	
I-1	LEGEND AND ABBREVIATIONS - SHEET 1 OF 2
I-2	LEGEND AND ABBREVIATIONS - SHEET 2 OF 2
I-3	PLAN
I-4	SECTIONS
I-5	PIEZOMETER AND INCLINOMETER INSTALLATION DETAILS
I-6	THERMISTOR, SURFACE MONUMENT, AND ACCELEROMETER INSTALLATION DETAILS
I-7	OUTLET WORKS P&ID
I-8	SYSTEM CONTROL BLOCK DIAGRAM
I-9	PANEL ELEVATION DETAILS
I-10	INSTALLATION DETAILS
CATHODIC PROTECTION	

APPENDIX C

CP-1	PLAN
CP-2	DETAILS - SHEET 1 OF 3
CP-3	DETAILS - SHEET 2 OF 3
CP-4	DETAILS - SHEET 3 OF 3
TRAFFIC CONTROL	
TC-1	LEGEND AND ABBREVIATIONS
TC-2	DAM ACCESS AND STAGING AREA - SHEET 1 OF 4
TC-3	DAM ACCESS AND STAGING AREA - SHEET 2 OF 4
TC-4	DAM ACCESS AND STAGING AREA - SHEET 3 OF 4
TC-5	DAM ACCESS AND STAGING AREA - SHEET 4 OF 4
TC-6	TEMPORARY TRAFFIC CONTROL PLANS - SHEET 1 OF 4
TC-7	TEMPORARY TRAFFIC CONTROL PLANS - SHEET 2 OF 4
TC-8	TEMPORARY TRAFFIC CONTROL PLANS - SHEET 3 OF 4
TC-9	TEMPORARY TRAFFIC CONTROL PLANS - SHEET 4 OF 4
TC-10	EXCAVATION TRAFFIC CONTROL PLANS - SHEET 1 OF 4
TC-11	EXCAVATION TRAFFIC CONTROL PLANS - SHEET 2 OF 4
TC-12	EXCAVATION TRAFFIC CONTROL PLANS - SHEET 3 OF 4
TC-13	EXCAVATION TRAFFIC CONTROL PLANS - SHEET 4 OF 4
TC-14	NEW DAM CONSTRUCTION TRAFFIC CONTROL PLANS - SHEET 1 OF 12
TC-15	NEW DAM CONSTRUCTION TRAFFIC CONTROL PLANS - SHEET 2 OF 12
TC-16	NEW DAM CONSTRUCTION TRAFFIC CONTROL PLANS - SHEET 3 OF 12
TC-17	NEW DAM CONSTRUCTION TRAFFIC CONTROL PLANS - SHEET 4 OF 12
TC-18	NEW DAM CONSTRUCTION TRAFFIC CONTROL PLANS - SHEET 5 OF 12
TC-19	NEW DAM CONSTRUCTION TRAFFIC CONTROL PLANS - SHEET 6 OF 12
TC-20	NEW DAM CONSTRUCTION TRAFFIC CONTROL PLANS - SHEET 7 OF 12
TC-21	NEW DAM CONSTRUCTION TRAFFIC CONTROL PLANS - SHEET 8 OF 12
TC-22	NEW DAM CONSTRUCTION TRAFFIC CONTROL PLANS - SHEET 9 OF 12
TC-23	NEW DAM CONSTRUCTION TRAFFIC CONTROL PLANS - SHEET 10 OF 12
TC-17	NEW DAM CONSTRUCTION TRAFFIC CONTROL PLANS - SHEET 11 OF 12
TC-18	NEW DAM CONSTRUCTION TRAFFIC CONTROL PLANS - SHEET 12 OF 12
TC-19	OLD DAM DEMOLITION TRAFFIC CONTROL PLANS - SHEET 1 OF 12
TC-20	OLD DAM DEMOLITION TRAFFIC CONTROL PLANS - SHEET 2 OF 12
TC-21	OLD DAM DEMOLITION TRAFFIC CONTROL PLANS - SHEET 3 OF 12
TC-22	OLD DAM DEMOLITION TRAFFIC CONTROL PLANS - SHEET 4 OF 12
TC-23	OLD DAM DEMOLITION TRAFFIC CONTROL PLANS - SHEET 5 OF 12
TC-24	OLD DAM DEMOLITION TRAFFIC CONTROL PLANS - SHEET 6 OF 12
TC-25	OLD DAM DEMOLITION TRAFFIC CONTROL PLANS - SHEET 7 OF 12
TC-26	OLD DAM DEMOLITION TRAFFIC CONTROL PLANS - SHEET 8 OF 12
TC-27	OLD DAM DEMOLITION TRAFFIC CONTROL PLANS - SHEET 9 OF 12
TC-28	OLD DAM DEMOLITION TRAFFIC CONTROL PLANS - SHEET 10 OF 12
TC-29	OLD DAM DEMOLITION TRAFFIC CONTROL PLANS - SHEET 11 OF 12
TC-30	OLD DAM DEMOLITION TRAFFIC CONTROL PLANS - SHEET 12 OF 12

APPENDIX D

PRELIMINARY SPECIFICATION LIST

Section	Title
Division 1 - General	
01070	Abbreviations of Terms and Organizations
01110	Summary of Work
01140	Work Restrictions & Constraints
01300	Submittals
01310	Construction Progress Schedule
01380	Construction Videotapes and Photographs
01400	Quality Control
01500	Temporary Facilities
01504	Testing and Tie-ins for Pipelines
01530	Temporary Right-of-Way Encroachment
01560	Temporary Environmental Controls and Constraints
01610	General Equipment Stipulations
01611	Meteorological and Seismic Design Criteria
01612	Product Delivery Requirements
01614	Product Storage and Handling Requirements
01615	Equipment and Valve Identification
01620	Equipment Schedule
01630	Pipeline Schedule
01650	Commissioning
Division 2 - Site Work	
02010	Exploratory Drilling and Excavations
02050	Demolition
02075	Control and Diversion of Water
02080	Dewatering
02200	Earthwork
02202	Trenching and Backfilling
02210	Foundation Excavation and Preparation
02230	Clearing
02266	Foundation Drilling and Grouting
02268	Drain Drilling
02320	Permanent Excavation Support
02400	Blasting
02512	Asphalt Concrete Paving
02619	Concrete Culvert Pipe
02702	Gravity Pipe Installation
02832	Chain Link Fencing and Gates

APPENDIX D

Division 3 - Concrete	
03100	Concrete Formwork
03200	Reinforcement Steel
03250	Concrete Joints and Joint Accessories
03300	Cast-in-Place Concrete
03400	Precast Concrete Forming System
03600	Grout
03610	Bedding Mix
03800	Roller-Compacted Concrete
03820	Production Uniformity Testing
Division 5 - Metals	
05120	Structural Steel
05500	Miscellaneous Metals
05520	Handrailing, Guard railing, and Ladders
05530	Fiberglass Grating
05550	Anchorage In Concrete
Division 8 – Doors and Windows	
08110	Stainless Steel Doors and Frames
08700	Finish Hardware
Division 9 – Finishes	
09940	Protective Coatings
Division 10 - Specialties	
10200	Louvers
Division 13 – Equipment	
13050	Pedestrian Access Bridge
13111	Impressed Current Cathodic Protection
13150	Thermistors
13160	Piezometers
13170	Accelerometers
13200	Inclinometers
13300	Dam Monitoring Automatic Data Acquisition System
13500	Instrumentation and Control System
13500A	Instrument Device Schedule
13530	Programmable Logic Controllers
13530A	Input/Output Listing
13550	Software Control Block Descriptions
13561	Panel Mounted Instruments
13563	Pressure and Level Instruments
13565	Temperature Instruments
13570	Panels, Consoles, and Appurtenances
13590	Network Systems
13591	Metallic and Fiber Optic Communication Cable and Connectors
Division 14 – Conveying Systems	
14622	Electric Wire Rope Hoists

APPENDIX D

Division 15 – Mechanical	
15010	Valve Installation
15020	Miscellaneous Piping and Accessories Installation
15050	Basic Mechanical Building Systems Materials and Methods
15060	Miscellaneous Piping and Pipe Accessories
15062	Steel Pipe
15067	Miscellaneous Plastic Pipe and Accessories
15070	Copper Tubing and Accessories
15091	Miscellaneous Ball Valves
15101	Metal Seated Butterfly Valves
15104	Resilient Wedge Gate Valves
15108	Combination Air Valves
15110	Fixed-Cone Valve
15111	Gate Installation
15112	Cast-Iron Slide Gates
15140	Pipe Supports
15180	Valve and Gate Actuators
15500	Heating, Ventilating and Air Conditioning
15990	Testing, Adjusting, and Balancing
Division 16 – Electrical	
16050	Electrical
16100	Electrical Equipment Installation
16670	Lightning Protection for Structures

ORDINANCE NUMBER O- 21874 (NEW SERIES)

DATE OF FINAL PASSAGE OCT 03 2024

AN ORDINANCE OF THE COUNCIL OF THE CITY OF SAN DIEGO AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE A PHASE-FUNDED CONSULTANT AGREEMENT WITH BLACK & VEATCH CORPORATION FOR DESIGN AND CONSTRUCTION SUPPORT SERVICES FOR THE LAKE HODGES DAM REPLACEMENT PROJECT IN AN AMOUNT NOT TO EXCEED \$45,183,751 AND RELATED ACTIONS.

RECITALS

The Council of the City of San Diego (Council) adopts this Ordinance based on the following:

A. The City of San Diego Public Utilities Department (PUD) Dam Safety Program oversees eleven dams and two potable water tanks, which fall under the jurisdiction of the California Department of Water Resources, Division of Safety of Dams (DSOD). These structures are crucial for the water supply and essential for maintaining emergency water storage, as they impound, collect, and store water for delivery to treatment plants and distribution to customers.

B. The City's dams are among the oldest in the state of California, with many nearing or surpassing the end of their useful service lives. Hodges Dam is over 100 years old and is currently rated by DSOD as unsatisfactory. DSOD has mandated water level restrictions at Hodges Reservoir as a temporary risk mitigation measure and has set a regulatory deadline for the City to commence construction of a new dam by December 31, 2029.

C. The City is working to replace the existing dam with a new roller compacted concrete (RCC) dam located approximately 100 feet downstream of the existing dam. The new replacement dam will meet current dam standards, water supply, and operational needs, ensuring public health and safety.

Section 2. The Mayor or his designee is authorized, on the City's behalf, to execute the phase-funded Agreement with Black & Veatch for the purpose of providing professional design and construction support services for Lake Hodges Dam Replacement (CIP S-23002), in an amount not to exceed \$45,183,751, for a term of nine years, under the terms and conditions set forth in the Agreement, on file in the Office of the City Clerk as Document No. OO-- **21874**

Section 3. The Chief Financial Officer is authorized to expend funds under the established Agreement funding phases in an amount not to exceed \$20,402,631 for Phase 1, and \$24,781,120 for all subsequent Phases from CIP S-23002, Lake Hodges Dam Replacement, Fund 700010, Water Utility CIP, contingent upon the Chief Financial Officer furnishing one or more certificates certifying that the funds necessary for expenditure under the established Agreement funding phases are, or will be, on deposit with the City Treasurer.

Section 4. The Council dispenses with a full reading of this Ordinance before its passage because a written copy of this Ordinance was made available to the Council and the public before the dates of its passage.

Section 5. This Ordinance shall take effect and be in force on the thirtieth day from and after its final passage.

APPROVED: MARA W. ELLIOTT, City Attorney

By Christina L. Rae
Christina L. Rae
Deputy City Attorney

CLR:jn2:cw
August 16, 2024
Or.Dept: E&CP
CC No.: 3000016928
Doc. No.: 3772358_2

I certify that the Council of the City of San Diego adopted this Ordinance at a meeting held on
SEP 24 2024

DIANA J.S. FUENTES
City Clerk

By Connie Patterson
Deputy City Clerk

Approved: 10/3/24
(date)

Todd Gloria
TODD GLORIA Mayor

Vetoed: _____
(date)

TODD GLORIA, Mayor

The City of San Diego
COMPTROLLER'S CERTIFICATE

CERTIFICATE OF UNALLOTTED BALANCE

ORIGINATING CC 3000016928
 DEPT. NO. 2112

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

Amount: _____

Purpose: _____

Date: _____ By: _____
 COMPTROLLER'S DEPARTMENT

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

FUND OVERRIDE

CERTIFICATION OF UNENCUMBERED BALANCE

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

Not to Exceed: \$20,402,631.00

Vendor: Black & Veatch Corporation

Purpose: To authorize the expenditure of funds not to exceed \$20,402,631 to Black & Veatch Corporation for phase 1 design services H2426386-M for Lake Hodges Dam Replacement Project.

Date: July 3, 2024 By: *Kripasagar Krishnaraj*
 COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA									
Doc. Item	Funded Program	Fund	Grant Number	G/L Account	Functional Area	Business Area	Fund Center or Cost Center	Internal Order or WBS Element	Original Amount
1	S-23002	700010	NOT_RELEVANT GRANT	512028	OTHR-00000000-WU	2000	2000201711	S-23002.02.02	\$20,402,631.00
TOTAL AMOUNT									\$20,402,631.00

Y X

FUND OVERRIDE

CC 3000016928

Passed by the Council of The City of San Diego on September 24, 2024, by the following vote:

YEAS: LACAVA, WHITBURN, FOSTER III, VON WILPERT, LEE, MORENO, & ELO-RIVERA.

NAYS: NONE.

NOT PRESENT: CAMPBELL, CAMPILLO.

RECUSED: NONE.

VACANT: NONE.

AUTHENTICATED BY:

TODD GLORIA

Mayor of The City of San Diego, California

DIANA J.S. FUENTES

City Clerk of The City of San Diego, California

(Seal)

By: Linda Irvin, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true, and correct copy of ORDINANCE NO. O-21874 (New Series) of The City of San Diego, California.

I FURTHER CERTIFY that said ordinance was not finally passed until twelve calendar days had elapsed between the day of its introduction and the day of its final passage, to wit, on September 10, 2024, and October 3, 2024.

I FURTHER CERTIFY that said ordinance was read in full prior to passage or that such reading was dispensed with by a vote of five members of the Council, and that a written copy of the ordinance was made available to each member of the Council and the public prior to the day of its passage.

DIANA J.S. FUENTES

City Clerk of The City of San Diego, California

(SEAL)

By: Linda Irvin, Deputy

Total Cost

\$	45,183,751.00
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Updated

2024-12-09 11:16:06	
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Updated by

purchasing@sandiego.gov

Updates

1

County

	
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Description	Dates	Location	Financials
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<p>Description</p> <table border="1"> <tr> <td>Design of Lake Hodges Dam Replacement</td> </tr> </table>	Design of Lake Hodges Dam Replacement
Design of Lake Hodges Dam Replacement	

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