



# City of Del Mar Staff Report

TO: Honorable Mayor and City Council Members

FROM: Kristen M. Crane, Assistant City Manager  
Joe Bride, Public Works Director  
Via Ashley Jones, Interim City Manager

DATE: May 17, 2021

SUBJECT: Adoption of a Resolution Designating a Certain Area of the City as a Utility Undergrounding District Subject to California Public Utilities Commission Rule 20 and in Accordance with Del Mar Municipal Code Section 23.54.030, Generally Described as Tewa Court/10<sup>th</sup> Street District

## REQUESTED ACTION/RECOMMENDATION:

Staff recommends that the City Council conduct a public hearing and adopt the attached Resolution (Attachment A) designating a certain portion of the City, from approximately 420 10<sup>th</sup> Street, easterly through Tewa Court to 1035 Klish Way, as a Utility Undergrounding District (UUD) subject to California Public Utilities Commission (CPUC) Rule 20 in accordance with Del Mar Municipal Code Section 23.54.030 and allocate \$635,220 in funding from the Measure Q Fund for the project.

## DISCUSSION/ANALYSIS:

### ***Background***

The City of Del Mar is moving forward with the citywide Undergrounding Project (UP), which will remove utility poles and replace overhead cables for electricity and telecommunications with underground lines. This project was identified as a priority by Del Mar voters with the approval of Measure Q in 2016. This one-cent sales tax measure is generating the funds being used to pay for the UP. While the project was put on-hold for Fiscal Year 2020-2021 based on the financial impact of COVID-19 and staff capacity, the City Council directed staff to resume work on the UP at their meeting on March 15, 2021.

Based on City Council direction, the initial Phase 1 restart of the UP will focus on Tewa Court/10<sup>th</sup> Street, and Phase 2 will focus on areas 1A and X1A. The subject of this staff report is the recommended final boundary designation for the formation of the first UUD, known as Tewa Court/10<sup>th</sup> Street. Formation of the next two areas, Areas 1A and X1A, will occur at a City Council meeting in July 2021.

To date, the design of San Diego Gas & Electric (SDG&E)'s facilities has been completed for the 10<sup>th</sup> Street/Tewa Court project, funded privately by the residents. Similarly, the

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City Council Action:

design for the Spectrum (cable) infrastructure has been completed, and the AT&T design is in near completion.

**Description of District**

The Tewa Court/10<sup>th</sup> Street project includes approximately 1,000 linear feet of overhead wiring, ten poles, and 21 parcels. Exhibit A to the Resolution (Attachment A) illustrates the boundary area for this project, parcels that are included, and six parcels that need to underground private laterals. This proposed project is located within Area 3 of the previously-Council adopted Citywide Utility Undergrounding Project Delivery Plan from August 2019. Attachment B provides a map of the planned Citywide Undergrounding project areas, including the Tewa Court/10<sup>th</sup> Street project area.

**Required Steps to Form District**

In order to form a UUD, Chapter 23.54 of the Del Mar Municipal Code requires a two-step process:

1. The public hearing on May 17, 2021, is the first step by which the City Council, following a public hearing, will adopt a resolution that forms the UUD, and includes a finding that removal of the aboveground facilities is necessary to protect public health, safety or general welfare.
2. The second step is for the City Council to adopt a resolution declaring the date by which all poles within the UUD must be removed. This step will occur in the future when a district is fully formed, and at which time it will become unlawful to construct or maintain above-ground facilities beyond the date established by the City Council for removal of such facilities. That will likely coincide with the time the construction contract is awarded later in early 2022.

The CPUC has an established regulation known as “Rule 20” which pertains to undergrounding of utility poles. Pursuant to Rule 20, UUDs can be created by the City or by property owners and include three specific types. This project fits under the category of Rule 20B, which is anticipated to be the most common way to effect undergrounding in Del Mar, with costs mostly paid by the City (i.e., public side of the property line) via Measure Q money. SDG&E will credit the City approximately 20% of SDG&E’s construction costs, e.g., pole removals for eligible Rule 20B projects.

**Next Steps**

Following formation of the UUD, the next steps prior to construction for the Tewa Court/10<sup>th</sup> Street project include:

- Project site walk with SDG&E;
- Completion of necessary survey of topographic conditions, field conditions, and other existing utilities; evaluation of protected trees; environmental review; civil engineering design; and preparation of construction specifications/drawings/bid schedule and technical specifications for the construction bid process;

- Coordination with AT&T and Spectrum regarding financial responsibility for undergrounding their infrastructure and possible cost-sharing for joint-trench;
- Coordination with residents to obtain necessary easements and completion of undergrounding six private laterals; and
- Public bidding process for construction contractors, evaluation of bids, award of construction contract by City Council, and Notice to Proceed.

Per the schedule prepared by Utility Specialists (Attachment C), it is estimated that these steps above would be completed by approximately February 2022 in order to begin construction, which is anticipated by Utility Specialists to take three months.

Examples of work required by the consultant during construction includes construction management; coordination with the contractor and utilities; interaction with property owners as-needed; review of Requests for Information (RFIs) about the construction plans from the contractor; review and processing of any construction change orders; review and processing of invoices; and review of labor compliance/certified payroll documentation. Following construction, there will be two weeks for construction closeout, completing punch list items and record drawings.

Following formation of the Tewa Court/10<sup>th</sup> Street UUD, staff will bring forward the formation resolutions for Areas 1A and X1A at the July 12, 2021 City Council meeting.

### ***Public Noticing***

In preparation for this action, there have been public notifications through City website updates, notices mailed to impacted residents and property owners, an article in the weekly e-newsletter, and legal ad publication in the local newspaper. The project web page ([www.delmar.ca.us/up](http://www.delmar.ca.us/up)) features information on the overall undergrounding project and a map of the Tewa Court/10<sup>th</sup> Street project area. Attached are samples of the mailed public notices; Attachment D was sent to property owners/residents within the UUD, while Attachment E was sent to property owners/residents within 300 feet of the UUD. After formation of the UUD, an additional mailing will be sent to the property owners and residents within the UUD to collect their contact information for more personal, ongoing communication in preparation for construction and to advise them of their responsibilities.

### ***Cost Responsibility***

As a Rule 20B project, SDG&E will be responsible for a portion of the undergrounding conversion construction costs in the form of a credit for the designated area. However, the bulk of the cost in the City's Right of Way will be funded by the City via Measure Q. Individual property owners will be responsible for the cost of service laterals and panel upgrades (if needed) on their respective properties.

### ***Project Cost Estimate***

The estimated total cost for this project is \$635,220. This includes estimated professional services costs for the remaining design work before the bid process; cost for construction (estimated by the consultant, Utility Specialists, to be \$120 per linear foot); costs to the

utility companies for their construction work; and the cost for construction management professional services during construction. Attachment F provides more information on this cost estimate. Attachment G is a detailed cost proposal from Utility Specialists for their portion of the professional services work, which includes a breakdown of each task and the number of personnel hours for each by position. It should be noted that this includes time spent by Utility Specialists and their subconsultants on the Tewa project since January 2021 when this project was first raised as a possibility and required research, as well as all their efforts to get the project to this point. Attachment H provides more explanation of the work to be completed by Fuscoe Engineering, subconsultant to Utility Specialists. The estimated costs for Utility Specialists and Fuscoe are reflected in the overall project budget.

SDG&E has advised that they will need to revisit the conversion cost estimate that they provided, so there may be some slight adjustment to that price. As one of the next steps for moving forward, the City will need to make a payment to SDG&E for the conversion cost (currently stated at \$118,280). If the amount ends up being more, staff will process any necessary changes to the overall project budget (if necessary) at the time the construction contract is awarded.

#### FISCAL IMPACT:

In addition to forming the Undergrounding District, a budget appropriation is required to allocate Measure Q funding for this project. At this time, staff recommends that the City Council allocate \$635,220 from the Measure Q Fund to the Fiscal Year 2020-2021 Operating and Capital Budget account 02.7000.7201. Of this amount:

- \$186,970 is for the necessary technical and consulting work in preparation for the public bidding process for construction; and
- \$448,250 is the placeholder for the construction phase costs, including the contractor, construction management, and the construction fees for the utility companies. Award of the construction contract will occur at a future City Council action following the public bid process.

#### ENVIRONMENTAL IMPACT:

Pursuant to the California Environmental Quality Act (CEQA), the proposed actions have been analyzed and determined to be Statutorily Exempt pursuant to CEQA Guidelines Section 15262 because the proposed actions are necessary to prepare studies to assess the planning and feasibility of an undergrounding project. Any project developed as a result of the City Council's action that requires the City or the City Council's discretionary approval resulting in a physical change to the environment will be analyzed in accordance with CEQA prior to such approval. The current City Council action in no way limits the exercise that discretion because the proposed actions do not have a legally binding effect on any possible future discretionary action.

NEXUS TO CITY COUNCIL GOALS AND PRIORITIES:

The Undergrounding Project is a City Council priority project.

ATTACHMENTS:

Attachment A - Resolution

Attachment B – Citywide Map of Undergrounding Districts

Attachment C – Project Schedule for Tewa Court/10<sup>th</sup> Street UUD

Attachment D - Public Notice sent to Property Owners/Residents within the UUD

Attachment E - Public Notice sent to Property Owners/Residents within 300' of the UUD

Attachment F – Estimated Project Budget for Tewa Court 10<sup>th</sup> Street

Attachment G – Utility Specialists Cost Estimate

Attachment H – Fuscoe Engineering Cost Estimate

## RESOLUTION NO. 2021-XX

## A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEL MAR, CALIFORNIA, ESTABLISHING AN UNDERGROUND UTILITY DISTRICT IN THE CITY OF DEL MAR, ON 10TH STREET EAST OF CAMINO DEL MAR, TEWA COURT, AND PORTION OF KLISH WAY

WHEREAS, on May 6, 2021, the City of Del Mar provided notice of a public hearing to ascertain whether the public health, safety, or welfare requires the removal of poles, overhead wires and associated overhead structures, and the underground installation of wires and facilities for supplying electric, communication, or similar or associated service, within the certain area of the City as shown on Exhibit A to this Resolution, designated as "Tewa Court/10<sup>th</sup> Street District;" and

WHEREAS, the proposed underground utility district ("UUD") is proposed to be funded in part through funding under Tariff Rule 20B of the California Public Utilities Commission; and

WHEREAS, notice of such hearing has been given to all affected property owners as shown on the last equalized assessment roll and to all utilities concerned in the manner and for the time required by law; and

WHEREAS, pursuant to the California Environmental Quality Act (CEQA), the proposed actions have been analyzed and determined to be Statutorily Exempt pursuant to CEQA Guidelines Section 15262 because the proposed actions are necessary to prepare studies to assess the planning and feasibility of an undergrounding project. Any project developed as a result of the City Council's action that requires the City or the City Council's discretionary approval resulting in a physical change to the environment will be analyzed in accordance with CEQA prior to such approval. The current City Council action in no way limits the exercise that discretion because the proposed actions do not have a legally binding effect on any possible future discretionary action; and

WHEREAS, on May 17, 2021, the City Council of the City of Del Mar held a duly noticed public hearing, at which time all persons interested were given an opportunity to be heard and were heard; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Del Mar hereby finds and determines that the public health, safety, and welfare requires the removal of poles, overhead wires and associated structures, and underground installation of wires and facilities for supplying electric, communication and similar or associated services in the district as shown on the attached exhibit map and that, pursuant to Del Mar Municipal Code Chapter 23.54, the area described as the Tewa Court/10<sup>th</sup> Street District is hereby designated and declared an Underground Utility District of the City of Del Mar. The boundaries of said district, generally as encompassing from approximately 420 10<sup>th</sup> Street easterly through Tewa Court to 1035 Klish Way, are delineated on Exhibit A to this Resolution and are hereby incorporated as part of this Resolution.

BE IT FURTHER RESOLVED, that the City Council does hereby order the removal of all poles, overhead wires and associated overhead structures, and the underground installation of wires and facilities for supplying electric, communication, and similar or associated service within the Underground Utility District. The time within which property in said district must be ready to receive underground service and by which poles, overhead wires and associated overhead structures shall be removed shall be set by subsequent resolution, pursuant to Section 23.54.030 of the Municipal Code.

BE IT FURTHER RESOLVED, that the City Clerk is hereby directed to notify all affected property owners as shown on the last equalized assessment rolls, and all affected utilities, of the adoption of this Resolution within ten (10) days after the date of such adoption, in accordance with Section 23.54.070 of the Municipal Code.

BE IT FURTHER RESOLVED, that the City Council hereby finds that the Underground Utility District herein created is in the general public interest and includes public benefits such as an improved pedestrian and bicycle environment, increasing foot traffic, reduced risk of fire or power outage from downed poles or lines, and improved aesthetics within the district.

PASSED AND ADOPTED by the City Council of the City of Del Mar, at a Regular Meeting held on the 17th day of May 2021.

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Terry Gaasterland, Mayor  
City of Del Mar

APPROVED AS TO FORM:

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Leslie E. Devaney, City Attorney  
City of Del Mar

ATTEST AND CERTIFICATION:

STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO  
CITY OF DEL MAR

I, SARAH KRIETOR, Acting City Clerk of the City of Del Mar, California, DO HEREBY CERTIFY, that the foregoing is a true and correct copy of Resolution No. 2021-XX, adopted by the City Council of the City of Del Mar, California, at a Regular Meeting held the 17th day of May, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Sarah Krietor  
Acting City Clerk  
City of Del Mar

Exhibits:

A. Map of Underground Utility District Tewa Court/10<sup>th</sup> Street

# Utility Undergrounding - Tewa Court



**LEGEND**

- District Limits
- Overhead Line Removal
- Overhead Line to Remain
- ▨ Parcel Requires Undergrounding
- Pole Removal
- Pole to Remain

[www.delmar.ca.us/up](http://www.delmar.ca.us/up)

**TEWA COURT SUMMARY**

Total number of parcels (private, public, and vacant) = 21

# Citywide Utility Undergrounding Map



## LEGEND

### Utility Underground District (UUD)

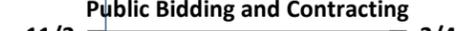
- Tewa Court
- UUD 1A (Stratford Ct. South)
- UUD X1A (Crest Canyon)
- UUD 1B
- UUD 2
- UUD 3
- UUD 4
- UUD 5
- Potential Rule 20A Boundaries
- Fairgrounds (Not A Part)

NOTE: UUD numbers shown on this exhibit indicate priority ranking, by the City Council.

Estimated Project Schedule Prepared by Utility Specialists

Concept Tewa Court Schedule

City of Del Mar Undergrounding Project  
May 4, 2021

ID	Task Name	Duration	Start	Finish	1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			1st Quarter			2nd Quarter			3rd Quarter					
					Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug				
1	District Formation - City Council Hearings on 5/17	61 days	Mon 2/22/21	Mon 5/17/21	District Formation - City Council Hearings on 5/17 2/22  5/17																							
2	Utility Agency Design	80 days	Mon 2/22/21	Fri 6/11/21	Utility Agency Design 2/22  6/11																							
3	SDG&E Design Complete	0 days	Mon 2/22/21	Mon 2/22/21	SDG&E Design Complete ◆ 2/22																							
4	AT&T and Charter Design Coordination	80 days	Mon 2/22/21	Fri 6/11/21	AT&T and Charter Design Coordination 2/22  6/11																							
5	Civil Design	120 days	Tue 5/18/21	Mon 11/1/21	Civil Design 5/18  11/1																							
6	Topo Survey & Base Map	20 days	Tue 5/18/21	Mon 6/14/21	Topo Survey & Base Map 5/18  6/14																							
7	Civil Design & City Plan Check Process	100 days	Tue 6/15/21	Mon 11/1/21	Civil Design & City Plan Check Process 6/15  11/1																							
8	Utility Consulting	56 days	Tue 6/15/21	Tue 8/31/21	Utility Consulting 6/15  8/31																							
9	SDG&E Easement and Homeowner Lateral Coordination	50 days	Tue 6/15/21	Mon 8/23/21	SDG&E Easement and Homeowner Lateral Coordination 6/15  8/23																							
10	Utility and Civil Design Coordination Review	20 days	Wed 8/4/21	Tue 8/31/21	Utility and Civil Design Coordination Review 8/4  8/31																							
11	Additional City Coordination	96 days	Tue 5/18/21	Tue 9/28/21	Additional City Coordination 5/18  9/28																							
12	Tree Survey - Protected Tree Identification	20 days	Tue 5/18/21	Mon 6/14/21	Tree Survey - Protected Tree Identification 5/18  6/14																							
13	City Environmental CEQA Review	40 days	Wed 8/4/21	Tue 9/28/21	City Environmental CEQA Review 8/4  9/28																							
14	Public Bidding and Contracting	69 days	Tue 11/2/21	Fri 2/4/22	Public Bidding and Contracting 11/2  2/4																							
15	Public Bidding	34 days	Tue 11/2/21	Fri 12/17/21	Public Bidding 11/2  12/17																							
16	Bid Review, Recommendation, Council Authorize Construction, NTP	35 days	Mon 12/20/21	Fri 2/4/22	Bid Review, Recommendation, Council Authorize Construction, NTP 12/20  2/4																							
17	Construction	60 days	Mon 2/7/22	Fri 4/29/22	Construction 2/7  4/29																							
18	Homeowner Private Lateral Trench & Conduit	3 mons	Mon 2/7/22	Fri 4/29/22	Homeowner Private Lateral Trench & Conduit 2/7  4/29																							
19	District Undergrounding Construction, Overhead Removals (Duration not yet confirmed by SDG&E)	3 mons	Mon 2/7/22	Fri 4/29/22	District Undergrounding Construction, Overhead Removals (Duration not yet confirmed by SDG&E) 2/7  4/29																							



**Your property/residence is located within Tewa Ct. District.  
You are receiving this notice because your property/residence is  
within the district boundary.**

## CITY OF DEL MAR

### NOTICE OF PUBLIC HEARING

#### **Formation of Utility Undergrounding District**

NOTICE IS HEREBY GIVEN that on Monday, May 17, 2021 at 4:30 p.m., (or as soon thereafter as practicable) the City of Del Mar City Council will conduct a public hearing via teleconference on the following:

**Ascertaining whether to designate a certain area of the City as a utility undergrounding district subject to California Public Utilities Commission Rule 20 and in accordance with Del Mar Municipal Code section 23.54.030. The area is generally described as:**

**Tewa Court/10th Street District: Residential areas from 420 10<sup>th</sup> Street easterly through Tewa Court to 1035 Klish Way.**

A map of the area is available on the City's web site at [www.delmar.ca.us/up](http://www.delmar.ca.us/up) and is also attached here.

Those desiring to be heard in favor of or in opposition to this item will be given an opportunity to do so by commenting telephonically during the meeting or by submitting written comment. Those desiring to make a telephonic comment should visit the City's website at <http://www.delmar.ca.us/publiccomment> for instructions and to submit a telecomment request form by 12:00 PM the day of the meeting. Comments submitted via email should be sent to [cityclerk@delmar.ca.us](mailto:cityclerk@delmar.ca.us) by 12:00 PM the day of the meeting. For emailed comments, the subject line of your email should clearly state the item number you are commenting on. All comments received by the deadline will be transmitted to the City Council prior to the start of the meeting. Written comments may also be submitted by mail to the City Council at 1050 Camino del Mar, Del Mar, CA, 92014, Attention: Administrative Services Director/City Clerk. On any correspondence, please reference the hearing title and date. Materials related to this public hearing will be available at least 72 hours in advance of the meeting on the City's website at <http://www.delmar.ca.us/AgendaCenter>, and at the Del Mar Library during their limited hours of operation. If you have questions about the information in this notice, please contact Kristen Crane at [kcrane@delmar.ca.us](mailto:kcrane@delmar.ca.us) or (858) 704-3632.

#### ***Background Information***

The City of Del Mar is moving forward with the citywide Undergrounding Project (UP), which will remove utility poles and replace overhead cables for electricity and telecommunications with underground lines. This project was identified as a priority by Del Mar voters with the approval of Measure Q in 2016. This one-cent sales tax measure

is generating the funds being used on the project. Information about the citywide plan, along with Frequently Asked Questions, is available on the project web page at [www.delmar.ca.us/up](http://www.delmar.ca.us/up).

In order to proceed with this process, Utility Undergrounding Districts must be formed. The City Council has identified several districts throughout the City, and work on the UP will proceed on a district-by-district basis. At the public hearing noticed above, the City Council will consider the formation of the first district to begin this process:

- Tewa Court/10<sup>th</sup> Street Utility Undergrounding District

In order to form a Utility Undergrounding District, Chapter 23.54 of the Del Mar Municipal Code requires a two-step process. This required action – the public hearing on May 17, 2021 - is the first step, by which the City Council, following the public hearing, forms the Utility Undergrounding District by adoption of a resolution. The second step is for City Council to adopt a resolution declaring the date by which all poles must be removed; that step will occur in the future. Once a district is formed, it becomes unlawful to construct or maintain above-ground facilities beyond the date established by the City for removal of such facilities.

Shortly after the City establishes the undergrounding district, civil engineering design will begin to prepare public bid plans and documents, which could take approximately six months. During the design phase, there will be extensive coordination and communication with all affected property owners and residents by City staff and its consultant team to discuss timing, any necessary required work on private property, and other helpful resources.

At this point, the only authorized step is for design. Expenditures for construction of the actual undergrounding have not yet been approved.

**Please note that you are receiving this notice because you own property or reside within the Tewa Court District as described above. Your property/residence is within the Tewa Court District boundary being planned for undergrounding conversion at this time.**

For additional information on this project, please call 858-375-9513 or email [up@delmar.ca.us](mailto:up@delmar.ca.us).



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Sarah Krietor, Acting City Clerk

April 29, 2021  
DATE

Attachments:

- Exhibit A (Utility Undergrounding District Map – Tewa Court)



**Your property/residence is NOT located within Tewa Court District. You are receiving this notice because your property/residence is within 300-feet of the district boundary.**

## CITY OF DEL MAR

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Shortly after the City establishes the undergrounding districts, civil engineering design will begin to prepare public bid plans and documents, which could take approximately six months. During the design phase, there will be extensive coordination and communication with all affected property owners and residents by City staff and its consultant team to discuss timing, any necessary required work on private property, and other helpful resources.

At this point, the only authorized step is for design. Expenditures for construction of the actual undergrounding have not yet been approved.

**Please note you are receiving this notice because you own property or reside within 300 feet of the boundary of the Tewa Court District as described above. However, your property/residence is not within the Tewa Court District boundary being planned for undergrounding conversion at this time.**

For additional information on this project, please call 858-375-9513 or email [up@delmar.ca.us](mailto:up@delmar.ca.us).



Sarah Krietor, Acting City Clerk

April 29, 2021  
DATE

Attachments:

- Exhibit A (Utility Undergrounding District Map – Tewa Court District)

Cost Estimate for Tewa Court/10th Street

May 4, 2021

*Does not include costs for internal staff time or necessary City personnel for project management*

<b>Pre-Construction Phase - Professional Services - Utility Specialists</b>	
<b>Work Categories</b>	<b>Tewa - As-Is</b>
<b>Utility Specialists - Pre-Construction</b>	
City and Agency Coordination	\$ 18,445
District Formation Support	\$ 15,275
Resident Interface and Coordination	\$ 13,860
Public & Resident Education/Communications	\$ -
Public Bidding Support	\$ 34,370
Survey & Mapping of Existing Conditions, Civil Design for Construction Documents, Design Coordination for Public Right-of-Way and Private Lateral Connections, Constructability Review	\$ 92,920
Contingency for Miscellaneous Services As-Needed	\$ 6,500
<b>Utility Specialists - Subtotal - Pre-Construction</b>	<b>\$ 181,370</b>
<b>Other Required Services - Pre-Construction - Vendor To Be Determined</b>	
City Arborist Review <i>Review for any Del Mar protected tree species (Torrey Pines and Monterey Cypress) within project area and provide recommendations on how to avoid damage/removal to the max extent feasible.</i>	\$ 3,600
Environmental Review <i>(TBD; may be able to be completed in-house depending on complexity; CEQA review is required by State law)</i>	TBD
<b>Other Potential As-Needed Services - Pre-Construction - Vendor to be Determined</b>	
GIS Services As-Needed	\$ 2,000
<b>Pre-Construction Subtotal for Professional Services</b>	<b>\$ 186,970</b>

<b>Utility Company - City Paid Construction Costs<sup>1</sup></b>	
SDG&E	\$ 118,280
AT&T <i>(Per Utility Specialists; based on 75% of full SDG&amp;E amount = \$130,230)</i>	\$ 97,673
Spectrum/Charter <i>(Estimated cost provided to applicant by Spectrum on 3/15/21)</i>	\$ 37,163
<b>Subtotal for Utility Company Construction Costs</b>	<b>\$ 253,116</b>

*May increase slightly based on timing**Rough Estimate; cost estimate to be provided 5/14/21*<sup>1</sup>Does not reflect design costs which were privately paid for.

<b>Construction Phase - General Contractor (Trenching, Concrete Work, etc)</b>	
General contractor (Actual amount will be determined via City bid process)	\$ 120,000

*Utility Specialists estimates \$120 per linear foot for construction*

<b>Construction Phase - Professional Services</b>	
<b>Utility Specialists - During Construction</b>	
Construction Management and Support	\$ 41,930
<b>Other Potential As-Needed Services - During-Construction - Vendor to be Determined</b>	
Resident Engineer	\$ 33,200
<b>During Construction Subtotal for Professional Services</b>	<b>\$ 75,130</b>

<b>Combined Estimated Total - Design, Professional Services/Soft Costs, Construction</b>	<b>\$ 635,216</b>
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4429 Morena Boulevard  
San Diego, California 92117  
858.581.2250

5/31/2021

### City of Del Mar Undergrounding Program - Tewa Court Current Design Budget Utility Specialists & KCM Hourly Assumptions

Budget includes services from UP project restart coordination start in February 2021 through receipt of contractor bids for Tewa Court or until October 31, 2021.

#### Tewa Court Services

Item #	Description	US Principal	KCM Principal	US Sr. PM	KCM Sr. PM	US PM	KCM PM	US Asst PM	KCM Asst PM	Fusco (Lump Sum)	Total Cost
<b>1</b>	<b>City and Agency Coordination</b> (Note: These costs can be removed if 1A & X1A concurrent with Tewa)										
a	Participate in by-weekly coordination calls with CDM staff - assumes a one-hour call every other week for 9 months.	4.0		14.0	18.0						\$6,790
b	Prepare agendas, and draft and distribute minutes for weekly coordination calls.				9.0						\$1,755
c	Attend three remote UPAC meetings over the course of design and construction.										\$0
d	Attend City Council hearings, if requested by City staff. Assumes attendance at two remote hearings.	8.0			8.0						\$3,080
e	Prepare Tewa Court status reports and other handout materials, as requested by City staff, for UPAC meetings and City Council hearings.			4.0	4.0				4.0		\$2,160
f	Assist staff with negotiations with SDGE and other utility owners and agencies with jurisdiction over the UP projects and navigating rules and procedures surrounding undergrounding work. Includes input regarding MOU between the city and SDGE.	4.0		12.0	4.0						\$3,700
g	Draft and distribute meeting minutes for SDGE and utility meetings and site visits.				2.0						\$390
h	Filing and document management.							2.0	2.0		\$570
<b>Subtotal City and Agency Coordination</b>		<b>16.0</b>	<b>0.0</b>	<b>30.0</b>	<b>45.0</b>	<b>0.0</b>	<b>0.0</b>	<b>2.0</b>	<b>6.0</b>	<b>\$0</b>	<b>\$18,445</b>
<b>2</b>	<b>District Formation Support</b>										
a	Prepare Formation exhibits and other materials to support City Council and other CDM agencies as required for the formation of Tewa Court District.	2.0		8.0	2.0			4.0	4.0		\$3,350
b	Prepare District exhibit with all pole, pole number references and overhead circuitry shown.			4.0	2.0				8.0		\$2,430
c	Complete quantity takeoffs for Tewa Court District summary stats required for narrative (number parcels, number private homes/buildings, and lineal footage of undergrounding to be completed).			4.0	1.0				4.0		\$1,575
d	Develop concept schedule for Tewa Court District.	1.0		2.0							\$550
e	Prepare Mailer List for use in distributing Notices to Tewa Ct. District and within 300' of District. Prepare exhibit of within 300' limits, download City GIS data for properties within 300', and reformat data for envelop/label printing. Site visit for address verifications to supplement missing information from City GIS data including added rental units, condo and apartment unit numbers, and public building addresses.				2.0				24.0		\$4,350
f	Allowance for additional support services, as requested by City staff	2.0		4.0	4.0			4.0	4.0		\$3,020
<b>Total Hours</b>		<b>5.0</b>	<b>0.0</b>	<b>22.0</b>	<b>11.0</b>	<b>0.0</b>	<b>0.0</b>	<b>8.0</b>	<b>44.0</b>	<b>\$0</b>	<b>\$15,275</b>
<b>3</b>	<b>Tewa Ct. Design</b>										
a	Surveying & Mapping			4.0	4.0						\$1,500
	* Research and Site Evaluation									\$4,200	\$4,200
	* Topo Survey									\$6,500	\$6,500
	* Underground Wet Utility Research									\$2,700	\$2,700
	* Field Base Map Updates									\$8,000	\$8,000
	* Smartsheets GIS Integration										\$0
	* GIS Exhibits										\$0
b	Concept Layout										\$0

**Tewa Court Services**

Item #	Description	US Principal	KCM Principal	US Sr. PM	KCM Sr. PM	US PM	KCM PM	US Asst PM	KCM Asst PM	Fusco (Lump Sum)	Total Cost
	* Field survey for potential conflicts with anticipated utility structures and service laterals,	4.0		4.0							\$1,480
	* Verification of existing conditions and identification of corrective work required.				4.0						\$780
	* Provide 'redline' utility layout for each SDG&E work order in Tewa Ct.										\$0
	* Prepare final conceptual layout exhibit in CAD/ GIS.			2.0				12.0			\$1,800
	* Value engineering and constructability review of concept design			2.0	2.0						\$750
c	Design Coordination for Public ROW										\$0
	* Review City provided information	2.0		4.0							\$1,100
	* Field Analysis/ Analyze Field Data	2.0		4.0							\$1,100
	* Develop design and construction schedules. Update design schedule periodically.			4.0	2.0						\$1,110
	* Coordination with SDG&E / Site Meetings	2.0		8.0							\$1,820
	* Coordination with AT&T, Spectrum/Charter - Site Meetings	2.0		8.0							\$1,820
	* Value engineering and constructability review of SDG&E preliminary design.	2.0		4.0	4.0						\$1,880
	* Easement coordination; Right of Entry Permits			2.0				4.0			\$840
	* Value engineering and constructability review of SDG&E final design.	2.0		4.0	2.0					\$1,800	\$3,290
	* Value engineering and constructability review of AT&T, Spectrum Final design.	2.0		4.0	2.0					\$1,800	\$3,290
d	Design Coordination for Private lateral extensions										\$0
	* Review Homeowner provided information			6.0	2.0						\$1,470
	* Field Analysis/ Analyze Field Data			4.0	2.0						\$1,110
	* Develop design and construction schedules. Update design schedule periodically.			2.0	4.0						\$1,140
	* Coordination with SDG&E / Site Meetings	2.0		4.0							\$1,100
	* Coordination with AT&T, Spectrum/Charter - Site Meetings	2.0		4.0							\$1,100
	* Value engineering and constructability review of SDG&E preliminary design.	2.0		4.0	2.0						\$1,490
	* Value engineering and constructability review of SDG&E final design.	2.0		4.0	2.0						\$1,490
	* Value engineering and constructability review of AT&T, Spectrum Final design.	2.0		4.0	2.0						\$1,490
e	50% Civil Design									\$17,300	\$17,300
f	100% Civil Design									\$17,300	\$17,300
g	Allowance for other design support services, as requested.	4.0		4.0	4.0			4.0	4.0		\$3,400
h	Filing and document management.							2.0	2.0		\$570
<b>Subtotal District Design</b>		<b>32.0</b>	<b>0.0</b>	<b>90.0</b>	<b>38.0</b>	<b>0.0</b>	<b>0.0</b>	<b>22.0</b>	<b>6.0</b>	<b>\$59,600</b>	<b>\$92,920</b>
<b>4</b>	<b>Resident Interface and Communications</b>										
a	Coordination with City Attorney and staff regarding negotiation of work on private property, resident service laterals, easements, and related topics. Assumes one remote meeting per month during 6 months of design. Prepare and distribute meeting agendas and minutes.	4.0		8.0	8.0						\$3,760
b	Draft, in coordination with CDM, Right of Entry request. Follow up with property owners for Right of Entry (may require in-person soliciting for survey work if contact info is not yet available).				4.0						\$780
c	Draft, in coordination with CDM, homeowner notification letters regarding undergrounding services laterals and required easements.				4.0						\$780
d	Prepare exhibits and other informational and technical documents in support of private property owner notifications, coordination, and negotiations (assumes only necessary for one telecom lateral).			2.0	2.0			2.0			\$990
e	Assist City in responding to resident questions submitted via website.	1.0			2.0						\$580
f	Finalize format of Customer-Based Tracking and Monitoring Database. Populate database with property owner and resident contact information. Regular updates to database with project status and homeowner communications.				6.0				8.0		\$2,490
g	Schedule, coordinate, and lead neighborhood meeting. Prepare presentation materials for neighborhood meetings. (Excluded on Tewa Court.)										\$0
h	Draft, in coordination with CDM, district design and bidding status update letters to homeowners and residents. Assumed sent out quarterly.	2.0			6.0						\$1,550
i	Provide technical content and status updates for use in periodic media outreach and website updates.	2.0		2.0	8.0						\$2,300

**Tewa Court Services**

Item #	Description	US Principal	KCM Principal	US Sr. PM	KCM Sr. PM	US PM	KCM PM	US Asst PM	KCM Asst PM	Fusco (Lump Sum)	Total Cost
j	Draft, in coordination with CDM, hearing notification to homeowners and residents for City Council decision on progressing into construction.				2.0						\$390
k	Filing and document management.							2.0			\$240
<b>Subtotal Resident Interface and Communications</b>		<b>9.0</b>	<b>0.0</b>	<b>12.0</b>	<b>42.0</b>	<b>0.0</b>	<b>0.0</b>	<b>4.0</b>	<b>8.0</b>	<b>\$0</b>	<b>\$13,860</b>
<b>5</b>	<b>Communications Sub</b>										
a	Excluded										\$0
<b>Subtotal Byrne Communications Support</b>		<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>\$0</b>	<b>\$0</b>
<b>6</b>	<b>Public Bidding Support</b>										
a	Preparation of front-end bid documents, bid items, and special terms and conditions.		4.0	8.0	36.0	8.0			8.0	\$5,000	\$16,760
b	Publish Notice Inviting Bids.				4.0						\$780
c	Contact potential bidders and distribute bid package.				8.0						\$1,560
d	Coordinate and manage Pre-Bid meeting.			4.0	6.0						\$1,890
e	Manage bid RFI's, preparation of bid addendums, and distribute addendums to bidders, assumes up to three separate addendums.				10.0			6.0	6.0	\$2,400	\$6,060
f	Coordinate and manage Bid Opening meeting.			4.0	4.0						\$1,500
g	Review bids for completeness and accuracy, assumes six bidders, and prepare bid analysis.				12.0	6.0			16.0		\$5,820
<b>Subtotal Public Bidding Support</b>		<b>0.0</b>	<b>4.0</b>	<b>16.0</b>	<b>80.0</b>	<b>14.0</b>	<b>0.0</b>	<b>6.0</b>	<b>30.0</b>	<b>\$7,400</b>	<b>\$34,370</b>
<b>7</b>	<b>Other Services</b>										
a	Allowance for miscellaneous tasking as requested by City staff.	8.0		8.0	8.0				12.0		\$6,500
<b>Subtotal Other Services</b>		<b>8.0</b>	<b>0.0</b>	<b>8.0</b>	<b>8.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>12.0</b>	<b>\$0</b>	<b>\$6,500</b>
<b>8</b>	<b>Construction Support (Assumes 3 Month Construction Duration)</b>										\$0
a	Contract Development and Administration, review and draft Change Orders, and other admin duties			2.0	6.0				6.0		\$2,520
b	Construction management, oversight of RFIs and submittals, problem solving during project			4.0	12.0				24.0		\$7,020
c	Bi-weekly on-site meetings and minutes, as needed site visits and site observation reports			6.0	6.0				10.0		\$3,900
d	Storm Water Compliance Services; Weekly, REAP and Quarterly site inspections by QSP				8.0				24.0		\$5,520
e	Project Accounting; Verify pay apps, track lien releases, review certified payroll, and track insurance certificates				12.0				12.0		\$4,320
f	Budget and Schedule monitoring, monthly budget and schedule reporting				4.0						\$780
g	Staking services and coordination of testing services			2.0	6.0				6.0	\$5,000	\$7,520
h	Civil engineer construction administration, technical responses to RFIs, plan conflict resolution				4.0					\$3,000	\$3,780
i	Utility agency construction coordination			6.0							\$1,080
j	As-built plan preparation and closeout services				6.0				8.0	\$3,000	\$5,490
<b>Subtotal Construction Support</b>		<b>0.0</b>	<b>0.0</b>	<b>20.0</b>	<b>64.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>90.0</b>	<b>\$11,000</b>	<b>\$41,930</b>
<b>Total Overall Hours</b>		<b>70.0</b>	<b>4.0</b>	<b>198.0</b>	<b>288.0</b>	<b>14.0</b>	<b>0.0</b>	<b>42.0</b>	<b>196.0</b>		
<b>Rate Per Hour</b>		<b>\$190</b>	<b>\$215</b>	<b>\$180</b>	<b>\$195</b>	<b>\$140</b>	<b>\$175</b>	<b>\$120</b>	<b>\$165</b>		
<b>Total Cost</b>		<b>\$13,300</b>	<b>\$860</b>	<b>\$35,640</b>	<b>\$56,160</b>	<b>\$1,960</b>	<b>\$0</b>	<b>\$5,040</b>	<b>\$32,340</b>	<b>\$78,000</b>	
<b>Total Estimated Cost for Tewa Court</b>		<b>\$223,300</b>									

**Exclusions**

- Attendance at Meetings/Hearings not Specifically Included
- Notifications to property owners regarding consequences of refusing to underground
- Participation in enforcement actions on homeowners refusing to underground
- Management of private lateral undergrounding excluded – assumes coordination only
- Social Media Development, Operations - Assume by City
- Graphic Design will be a Reimbursable Expense
- Direct Mail will be a Reimbursable Expense
- City Resident Engineer Inspections



Irvine  
San Diego  
Ontario  
Los Angeles

April 28, 2021

Mr. Duane Strooboscher  
**UTILITY SPECIALISTS**  
4429 Morena Boulevard  
San Diego, CA 92117

Re: Proposal – Del Mar Undergrounding Program District Tewa Court REVISED

Dear Duane:

Attached for your review is our *Proposal* for your **Del Mar Undergrounding Program** project located in Del Mar, California.

Fusco Engineering is pleased to be invited to propose on your project and we want to thank you for your confidence in us. We are confident you will be pleased with the level of service our professional staff will deliver for your project. Upon approval of the proposal, please initial and sign in the indicated areas and return via email to [mleandro@fuscoe.com](mailto:mleandro@fuscoe.com) as our authorization to proceed. Please contact me if you have any questions or comments.

Sincerely,

FUSCOE ENGINEERING, INC.



Miles Leandro, P.E.  
Project Manager

*full circle thinking*®

**EXHIBIT A**  
**Scope of Services & Fee Proposal**  
**Utility Specialists**  
**Del Mar Undergrounding Program – District Tewa Court**

April 28, 2021

**1.0 PROJECT DESCRIPTION**

The city desires to underground electrical power lines located line within District Tewa Court

**2.0 PURPOSE OF SERVICES/PROJECT APPROACH**

The purpose of the services it to provide topographic base mapping and civil engineering final design covering the District suitable for initial planning level design routing of the electrical undergrounding and permitting through the City of Del Mar.

Project mapping will be accomplished by traditional airborne photogrammetric mapping. There will be areas along the roadway edges obscured by overhead vegetation. Within the public right-of-way ground-based augmentation of obscured features will be added to the base map focused on underground wet utility inventory only. The property land cadastral (property lines/right-of-way) will be sourced from GIS data files and reviewed against the county's assessor's maps and available record maps.

Final engineering services will be provided subsequent to the completion of the base map and electrical undergrounding design to obtain permit approval for construction.

This scope does not include detailed inventory or augmentation of obscured improvements within private property.

**Key Assumptions:**

- Offsite improvements (beyond the right-of-way) are not required
- Dry utilities for base map to be provided by client

**3.0 BASIC SERVICES**

**SURVEY & MAPPING TASKS**

**Task 1. Research and Site Evaluation**

Research and compile existing survey records and GIS data for the basis of the project base mapping.

**Fee**                      **\$4,200**

## Scope of Services & Fee Proposal

### Utility Specialists

Del Mar Undergrounding Program – District Tewa Court

April 28, 2021

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#### Task 2. *Aerial Topographic Survey*

Prepare a Topographic Survey Map from aerial photogrammetry. This task includes aerial network ground control and photogrammetric services. Contours will be plotted at an interval of one foot (1').

**Fee** **\$6,500**

#### Task 3. *Underground Wet Utility Research*

Acquire research and plot underground wet utilities from available from GIS sources and public records. Includes sewer, water, and storm drain. The accuracy of this information as shown on the base map will be based off record drawings provided by the City of Del Mar as well as GIS source data.

**Fee** **\$2,700**

#### Task 4. *Field Base Map Updates*

Ground-based inventory of observed utilities within the public right-of-way, not identifiable from photogrammetric mapping, will be identified and located in the field for inclusion into the aerial base map. Task will also include geo-referenced photos or a video walk-through diary.

**Fee** **\$8,000**

#### Task 5. *Dry Utility Stakes*

Provide one set of stakes for joint trenches and transformer pads. Assumes 2 days in the field.

**Hourly (\*Estimate)** **\$5,000**

### FINAL ENGINEERING

#### Task 6. *Public Street Improvement Plans*

Prepare public Street Improvement Plans on City of Del Mar D-Sheets. Improvement plans will reflect electrical and telecommunications systems being undergrounded within the project limits overlaid on the current base map. Plans will consist of title, demolition plan, improvement plan, construction details, typical sections, and erosion control plan.

**Fee** **\$28,000**

#### Task 7. *Improvement Plan Processing*

Permit processing and coordination with the City of Del Mar. Estimate includes 40 hours.

**Hourly (\*Estimate)** **\$6,600**



## Scope of Services & Fee Proposal

### Utility Specialists

Del Mar Undergrounding Program – District Tewa Court

April 28, 2021

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### Optional Items:

Optional task herein is provided to further the augmentation of obscured features within the public right-of-way to include improvements, such as driveways, walls, curbs, and other horizontal features to support future detailed design parameters.

#### **Task 13. Detailed Base Map Updates**

Detailed base mapping will be augmented with mobile laser scanning technology and/or conventional field survey at distinct locations deemed as critical for design constraints.

**Hourly (\*Estimate)                      \$10,000**

**\*Not to exceed without prior authorization**

**This Fee Proposal is Valid for Thirty (30) Days from the Date of this Document.**

Fusco Engineering, Inc. will perform the services on a fixed fee basis, except where noted. Services rendered outside of the scope will be performed at prevailing hourly rates. Costs of blue-printing, deliveries and out-of-pocket expenses are not included and will be considered reimbursable. A 10% surcharge will be added to the reimbursables to cover handling expenses.

It is the policy of Fuscoe to meet all schedule requirements while maintaining a competent and professional level of service. In return, it is expected that all invoices will be paid within thirty (30) days of receipt. Failure to do so could result in cessation of services and/or reassessment of service.

## Scope of Services & Fee Proposal

### Utility Specialists

Del Mar Undergrounding Program – District Tewa Court

April 28, 2021

#### SUMMARY OF SCOPE OF WORK AND FEES

Task 1.	Research and Site Evaluation	Fee	\$4,200
Task 2.	Aerial Topography	Fee	\$6,500
Task 3.	Underground Wet Utility Research	Fee	\$2,700
Task 4.	Field Base Map Updates	Fee	\$8,000
Task 5.	Dry Utility Stakes	H'ly	\$5,000
Task 6.	Public Street Improvement Plans	Fee	\$28,000
Task 7.	Improvement Plan Processing	H'ly	\$6,600
Task 8.	Design Coordination	H'ly	\$3,600
Task 9.	Bid Phase Support	H'ly	\$2,400
Task 10.	Specifications	H'ly	\$5,000
Task 11.	Construction Support	H'ly	\$3,000
Task 12.	Record Drawings	H'ly	\$3,000
		<b>TOTAL</b>	<b>\$78,000</b>

#### Optional Services

Task 13.	Detailed Base Map Updates	H'ly	\$10,000
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#### 4.0 AVAILABLE OPTIONAL SERVICES

- 4.1 Preparing for and attending meetings, presentations or hearings beyond those fairly called for in the Basic Services as requested by Client or reasonably necessary to facilitate the Project and assisting Client in any reasonable or appropriate manner in challenging the decisions of any government or quasi-governmental agency concerning the Project.
- 4.2 Providing presentation materials not fairly called for by the Basic Services such as colored renderings, models and computer modeling.
- 4.3 Making revisions to plans or other documents when such revisions are (i) inconsistent with approvals or instructions previously given by Client, including revisions made necessary by changes in the Project program, budget, scheduling or phasing; (ii) required by the enactment, amendment or revised interpretation of codes, zoning, building ordinances or other governmental requirements subsequent to the preparation of such documents, or by discretionary decisions by building officials or inspectors inconsistent with prior approvals; or (iii) due to changes required as the result of the Client's failure to render decisions in a timely manner or to field or other conditions of which Consultant was not fairly informed.
- 4.4 Providing services (i) because of Project changes concerning size, quality, complexity, schedule, phasing or the method of procuring construction contracts; (ii) required due to a Project suspension, or changes in Project management, or by defects or deficiencies in the work or services provided by or the termination of other consultants or any Project contractor or in connection with contractor proposals or claims; or (iii) due to conditions or circumstances not now anticipated or reasonably foreseeable.
- 4.5 Restaking or monument relocating necessitated by acts of contractors or other causes beyond Consultant's reasonable control, or the filing of a Record of Survey in accordance with Business and Professions Code section 8762, or a Corner Record pursuant to Business and Professions Code section 8773.

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**5.0 SERVICE CLARIFICATIONS**

- 5.1 Consultant’s services will be performed in a timely manner consistent with good professional practice and the desire that the Project proceeds as expeditiously as practical; and it will use its best efforts to meet any mutually agreed upon schedule, which schedule will be adjusted only for reasonable cause or by mutual consent.
- 5.2 Consultant’s services will be performed in accordance with generally and currently accepted design professional principles and practices as embodied in the standard procedures and protocols of Consultant and its sub-consultants, and without warranties, either expressed or implied. In particular, Consultant will use its best professional judgment in interpreting and applying the requirements of all laws applicable to the services such as building codes, grading ordinances, accessibility requirements and statutory functionality standards; but compliance with these laws as they may eventually be interpreted by others cannot be guaranteed. In no event will Consultant guarantee cost, schedule or quantity estimates or projections, or any prognostications as to future events, including the discretionary decisions of governmental officials; and when used in conjunction with the providing of services pursuant to this Agreement, such terms as “certify,” “warrant,” “confirm,” “make sure,” “insure,” “ensure,” “assure,” or the like do not constitute a guarantee, but rather a representation based on professional opinion or judgment.
- 5.3 Consultant will undertake professional responsibility for only the design professional services expressly undertaken by this Agreement, and not otherwise; and in particular Consultant will not be legally liable for providing or failing to provide services (i) concerning legal, financial, planning or environmental matters; (ii) soils, geotechnical, hazardous waste/toxic substances, traffic, electrical, mechanical or structural engineering; or (iii) landscape architectural or irrigation design. Further and without limitation, Consultant will not be responsible for delays or other matters beyond its reasonable control; for inaccurate or incomplete information provided by Client or other reasonably reliable sources; for services or instruments of service provided by others even if incorporated into Consultant’s instruments of service for ease of reference or otherwise; for any subsurface site conditions or any surface or other conditions of which it has not been timely Informed; for hazardous materials or toxic substance at the Project site; or for the actions or inaction of others including other consultants, utility companies and governmental or quasi-governmental agencies.
- 5.4 Any work resulting from changes to current standards, ordinances, and/or governing agency personnel after the date of the Agreement which materially impact the design or processing of this Project or which results in re-design or material changes in the design shall be performed as “Additional Services” and subject to separate scope and fee negotiations.

**6.0 CLIENT RESPONSIBILITIES**

In conjunction with Consultant’s performance, and as a material factor in the determination of Consultant’s fee, Client shall make reasonable efforts to cooperate with Consultant including without limitation:

- 6.1 Designate a single representative with appropriate authority with whom Consultant can deal; and direct all communications to Consultant’s project manager.
- 6.2 Provide all relevant Project information to Consultant in a timely manner; and respond to Consultant’s questions and requests for information and approval within a reasonable time.
- 6.3 Provide appropriate coordination with and among the Project’s various consultants.
- 6.4 Refrain from authorizing or allowing recorded or unrecorded deviations from Consultant’s instruments of service, or the use of Consultant’s unfinalized instruments of service for estimating or other purposes without Consultant’s knowledge and consent.

## Scope of Services & Fee Proposal

### Utility Specialists

Del Mar Undergrounding Program – District Tewa Court

April 28, 2021

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#### 7.0 FEE

- 7.1 Consultant's Additional Services fee shall be pursuant to its then current fee schedule (copy of current schedule attached), or as the parties may otherwise agree at the time the services are undertaken.
- 7.2 The reimbursable expenses for which Client shall be responsible at a multiple of 1.10 include those costs reasonably and appropriately incurred for the Project for such matters as document reproduction, deliveries, travel, long distance telephone and facsimile charges, and any fees or costs advanced by Consultant as a Client accommodation.
- 7.3 Consultant will provide Client with monthly invoices accurately reflecting as appropriate the progress of the services and current expenditures of professional time and reimbursable expenses. Each invoice shall be due and payable upon receipt, and delinquent 30 days after its date. In the event of delinquency, interest shall accrue from the invoice date at 1.5% per month, compounded monthly, or the highest rate permitted by applicable law, whichever is lower, with payments applied first to accrued interest, and Consultant shall have the right to suspend performance and to withhold or withdraw any instruments of service or related licenses with no liability for so doing. No deductions shall be made from Consultant's compensation on account of problems or losses for which Consultant has not been held legally liable. Consultant's fee will be equitably adjusted in the event of significant changes in the Project's scope, sequencing, phasing or scheduling, should prevailing wage requirements be imposed upon Consultant, or should Client expressly request expedited performance.

**EXHIBIT B**

**2021 RATE SCHEDULE**

<b>CLASSIFICATION</b>	<b>HOURLY RATE</b>
Principal / Sr. Project Manager	\$230
Project Manager	\$198
Sr. Designer / Project Engineer / Sr. Water Resource Engineer	\$178
Designer / Engineer / Project Scientist / GIS Analyst	\$159
CADD / Engineering / Environmental Tech. / Graphics Tech.	\$129
Information Coordinator	\$ 90
1-Man Survey Crew	\$206
2-Man Survey Crew	\$299
3-Man Survey Crew	\$412

1. Reproduction and other reimbursable expenses (such as overnight deliveries, mileage, permits, and licenses, etc.) and client approved subcontractor services will be billed in addition to the above rates, with a 10% handling surcharge.
2. This rate schedule is subject to change due to the granting of wage increases and/or other employer benefits to field or office employees during the lifetime of this agreement.
3. Overtime is available for critical deadlines at 1-1/2 times the normal rates for office employees. Surveyors' rates are also adjusted automatically for overtime or holiday/weekend work in agreement with the Operating Engineers Union.

Client Initials \_\_\_\_\_

Effective through June 30, 2021

## STANDARD FORM OF AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is entered into on this \_\_\_\_\_ day of \_\_\_\_\_ 2021, by and between:

Client

and Consultant

Utility Specialists, Inc.  
4429 Morena Boulevard  
San Diego, CA 92117

Fuscoe Engineering, Inc.  
16795 Von Karman Ave., Suite 100  
Irvine, CA 92606

Phone: 858-414-0831  
Fax:

Phone: 949.474.1960  
Fax: 949.474.5315

E-mail: [des@utilitiesspecialists.com](mailto:des@utilitiesspecialists.com)

E-mail: [mleandro@fuscoe.com](mailto:mleandro@fuscoe.com)

Contact/Project Manager: Duane  
Strooboscher

Project Manager: Miles Leandro  
L.S./P.E. No.: C84291

### Client and Consultant agree as follows:

1. Client retains Consultant to perform services for: **Del Mar Undergrounding Program – District Tewa Court**; hereinafter called "Project."
2. Consultant agrees to perform the following scope of services: attached hereto as Exhibit A.
3. Client agrees to compensate Consultant for such services outlined in Exhibit A, pursuant to Exhibit A and Rate Schedule attached hereto as Exhibit B.
4. All fees and other charges due Consultant will be billed monthly and shall be due at the time of billing unless specified otherwise in this Agreement. If Client fails to pay Consultant within thirty (30) days after invoices are rendered, Consultant shall have the right at its sole discretion to consider such default in payment a material breach of this entire Agreement and, upon giving Client fifteen (15) days written notice, Consultant's duties, obligations and responsibilities under this Agreement may be suspended until cured by client. In such event, Client shall promptly pay Consultant for all outstanding fees and charges due Consultant at the time of suspension or termination. If Consultant elects to suspend or terminate Consultant's services pursuant to this provision, Consultant is entitled to reasonable suspension costs or expenses.
5. Consultant's services will be performed in a timely manner consistent with good professional practice and the desire that the Project proceed as expeditiously as practical, and Consultant will use its best efforts to meet any reasonable Project schedule which shall be extended for reasonable cause or by mutual consent. Consultant may retain subconsultants to perform services hereunder.
6. Consultant's services will be performed in accordance with generally and currently accepted civil engineering principles and practices as embodied in the standard procedures and protocols of Consultant and its subconsultants, and without warranties, either expressed or implied. In particular, and without limitation, Consultant will use its best professional judgment in interpreting and applying the requirements of all laws applicable to the Project such as grading codes, statutory functionality standards and accessibility requirements; but compliance with these laws as they may be eventually interpreted by others cannot be guaranteed; and when used in conjunction with the providing of services pursuant to this Agreement, such terms as "certify," "verify," "warrant," "confirm," "make certain," "insure," "ensure," "assure," or the like do not constitute a guarantee, but rather a representation based on professional opinion or judgment.

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7. At Client's express request, Consultant will provide at its then current standard hourly fee the following additional services: (i) revisions to instruments of service or restaking due to changes in Client's instructions, amendments to or changes in the interpretation of the laws and regulations applicable to the Project or conditions of which Consultant had not been timely informed; (ii) restaking or monument relocating necessitated by actions or circumstances beyond Consultant's control; (iii) services necessitated by inadequate or improper contractor performance, unreasonable contractor requests and claims and/or construction accidents or losses; and (iv) such other services as the parties may mutually agree and confirm in writing.
8. Consultant will be legally liable for only the civil engineering services expressly undertaken pursuant to this Agreement, and not otherwise. Consultant will not be legally liable for the providing of, or the failure to provide legal, environmental, financial analysis, or geotechnical, soils, structural, mechanical, electrical or other engineering services, even if information from others is incorporated into Consultant's instruments of service for ease of reference or otherwise. Further, and without limitation, Consultant will not be responsible for delays or other matters beyond its reasonable control; for inaccurate information provided to it by Client or other reasonably reliable sources; for site conditions of which it was not informed; for hazardous materials or toxic substances at the Project site; for construction means, methods, techniques, sequences or procedures, including without limitation excavation, shoring, demolition or erection procedures or construction safety precautions and programs; for the timeliness or quality of contractor performance or for the failure of any contractor to perform work in accordance with the Project's construction documents; or for actions or inaction of third parties including other consultants, utility companies and governmental or quasi-governmental agencies.
9. If the scope of services contained in this Agreement does not include construction phase services for this Project, Client acknowledges such construction phase services will be provided by Client or by others and Client assumes all responsibility for interpretation of the contract documents and for construction observation and supervision and waives any claim against Consultant that may in any way be connected thereto. In addition Client agrees, to the extent permitted by law, to indemnify and hold Consultant harmless from any loss, claim, or cost, including reasonable attorney's fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from the modification, clarification, interpretation, adjustments or changes made to the contract documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of Consultant.
10. Client acknowledges and agrees that if Consultant provides surveying services, which services require the filing of a Record of Survey in accordance with Business and Professions Code section 8762, or a Corner Record pursuant to Business and Professions Code section 8773, all of the costs of preparation, examination and filing for the Record of Survey or Corner Record will be paid by Client as additional services.
11. If Consultant is performing ALTA surveys, Consultant shall sign only the following statement: "This is to state that this map or plat and the survey on which it is based were made in accordance with 'Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys,' jointly established and adopted by ALTA, ACSM and NSPS."
12. If the scope of services requires Consultant to provide its opinion of probable construction costs, such opinion is to be made on the basis of Consultant's experience and qualifications and represents Consultant's best judgment as to the probable construction costs. However, since Consultant has no control over costs or the price of labor, equipment or materials, or over the contractor's method of pricing, such opinions of probable construction costs do not constitute representations, warranties or guarantees of the accuracy of such opinions, as compared to bid or actual costs.
13. Client agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of the

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Project's construction, including for the safety of all persons and property. Consultant shall not have the authority to stop or reject the work of the construction contractor. Client will require the construction contractor to hold harmless and defend the Client and Consultant and their respective affiliated entities and individuals to the fullest extent allowed by law from and against any and all claims and/or liability related to the contractor's performance and/or construction site conditions, and to have Client and Consultant named as additional insureds to the construction contractor's general liability insurance policies.

14. In recognition of the relative risks, rewards, and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent allowed by law, to limit the total aggregate liability for any and all claims, losses, expenses, or damages arising out of this Agreement, of Consultant and its employees, agents and subconsultants, to Client and Client's affiliated individuals and entities, contractors and successors and assigns, to the amount of Consultant's fee received concerning the Project. Client further agrees to indemnify and hold Consultant harmless from all damage, liability and cost, including attorney's fees, arising out of this Agreement or relating to the Project excepting only those damages, liabilities or costs caused by the negligence or willful misconduct of Consultant.
15. The parties acknowledge that each is a business entity, and that each intends that its involvement with the Project should not subject its affiliated individuals to personal exposure for the risks attendant to that involvement; and therefore any claim which either party has or might have concerning the Project and/or this Agreement shall be asserted only against the other's business entity, and to the fullest extent allowed by law each party waives any and all claims for damages or indemnification concerning the Project and/or this Agreement against the other's affiliated individuals.
16. Upon payment for the related services, Client shall obtain a transferable non-exclusive license to use Consultant's instruments of service and the designs embodied therein for all appropriate Project purposes, including without limitation future Project additions or renovations; however Consultant shall retain ownership in its instruments of service. Because information stored in electronic form can be manipulated by others, intentionally or otherwise, without notice or indication of such manipulation, Consultant reserves the right to provide any materials in electronic medium in read-only format and without indicia of its involvement.
17. Consultant shall maintain the following insurance for the duration of the Project:
  - a. Professional Liability insurance in a combined single limit of not less than \$1,000,000 per claim and aggregate.
  - b. Workers' Compensation in the statutory limits required by law, and Employer's Liability in a limit not less than \$1,000,000 for each accident, \$1,000,000 by disease (policy limit), and \$1,000,000 by disease (each employee).
  - c. General Liability insurance in a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
18. Consultant, on behalf of itself and its directors, officers, employees, representatives, managers, independent contractors and agents (all of said parties are herein collectively referred to as the "Indemnitor"), shall indemnify, protect, defend (to the extent required in Section 2 below), save and hold client and its parent, affiliated and subsidiary entities and their respective principals, agents, employees, partners, directors, officers and anyone else acting for or on behalf of any of them (all of said parties are herein collectively referred to as the "Indemnitee") harmless from and against all liability, damage, loss, claims, demands, actions and expenses of any nature whatsoever, including, but not limited to, reasonable attorney's fees (collectively, "Claims"). Indemnitor's duties and obligations herein shall be limited only to those Claims that are not otherwise covered by Indemnitor's professional liability insurance and only to the extent such Claims arise out of or are connected with, or are claimed to directly or indirectly arise out of or be connected with: (i) the negligent act or omission of an Indemnitor; (ii) the willful misconduct of an Indemnitor; (iii) the breach of any provision of this Agreement by an Indemnitor; or (iv) the failure of any Indemnitor to comply with the laws, statutes, ordinances or regulations of any governmental or quasi-governmental authority in

effect at the time any such services are rendered. Indemnitor's obligations herein shall not extend to any damages, losses or harm attributable to the negligent acts of omissions or willful misconduct of Indemnitee.

For Claims covered by Indemnitor's professional liability insurance, (i) Indemnitee and Indemnitor agree Indemnitor has no obligation to provide an immediate defense of such Claims and (ii) Indemnitor shall reimburse Indemnitee its pro rata share of the fees and costs of defense after Indemnitor's liability for said pro rata share is determined by binding neutral arbitration or a court of law.

19. This Agreement supersedes all negotiations and prior agreements concerning the Project and is intended as a complete and exclusive statement of the entire Agreement between Client and Consultant concerning the Project. Subsequent modifications to this Agreement shall be in writing and signed by both Client and Consultant. If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding on Client and Consultant.
20. This Agreement shall be interpreted and enforced under and pursuant to the laws of the State of California. In the event of any dispute concerning this Agreement and/or the Project, each party shall bear its own attorney's fees. Any and all actual or alleged causes of action concerning any services rendered pursuant to this Agreement, including without limitation those for indemnification, shall be deemed to have accrued for purposes of any statutes of limitation or repose no later than the date of Consultant's last invoice concerning the Project. The venue for any dispute shall be Orange County, California.
21. The Parties hereby mutually waive any claims for consequential damages which either might have against the other concerning this Agreement or its termination. In the event that this Agreement is for any reason terminated, then its risk allocation and indemnity provisions shall remain in full force and effect.
22. Consultant is an equal opportunity employer and is committed to an active Nondiscrimination Program. It is the stated policy of Consultant that all employees and applicants shall receive equal consideration and treatment. All recruitment, hiring, placements, transfers, and promotions will be on the basis of qualification of the individual for the positions being filled regardless of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer related), age or marital status.

**CLIENT:**

**UTILITY SPECIALISTS, INC.**

By: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CONSULTANT:**

**FUSCOE ENGINEERING, INC.**

By: Eric Armstrong

\_\_\_\_\_  
(Signature)

Title: Senior Project Manager

Date: \_\_\_\_\_