

**DUPLICATE ORIGINAL**

**AGREEMENT BETWEEN**

**THE CITY OF SAN DIEGO**

**AND**

**BLACK & VEATCH CORPORATION**

**FOR**

**CONSTRUCTION MANAGEMENT SERVICES FOR PUMP  
STATION 2 POWER RELIABILITY AND SURGE  
PROTECTION PROJECT**

**CONTRACT NUMBER: H176824**

**R 311218**

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**CONSTRUCTION MANAGEMENT PROFESSIONAL AGREEMENT EXHIBITS**

- Exhibit A - Scope of Services
- Exhibit B - Compensation and Fee Schedule
- Exhibit C - Time Schedule
- Exhibit D - City's Equal Opportunity Contracting Program Consultant Requirements
  - (AA) Disclosure of Discrimination Complaints
  - (BB) Work Force Report
  - (CC) Subcontractors List
- Exhibit E - Consultant Certification for a Drug-Free Workplace
- Exhibit F - Determination Form
- Exhibit G - City Council Green Building Policy 900-14
- Exhibit H - Consultant Evaluation Form
- Exhibit I - Contractor Standards Pledge of Compliance
- Exhibit J - Regarding Information Requested under the California Public Records Act
- Exhibit K - Americans With Disabilities Act (ADA) Compliance Certification

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

THIS Agreement is made and entered into between the City of San Diego, a municipal corporation [City], and Black & Veatch Corporation [Construction Management Professional] for the Construction Management Professional to provide Professional Services to the City for the Construction Management Services for Pump Station 2 Power Reliability and Surge Protection [Project].

**RECITALS**

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

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

The City and the Construction Management Professional [Parties] want to enter into an Agreement whereby the City will retain the Construction Management Professional to provide, and the Construction Management 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  
CONSTRUCTION MANAGEMENT PROFESSIONAL SERVICES**

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

**1.1 Scope of Services.** The Construction Management 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 Public Works Department is the contract administrator for this Agreement. The Construction Management Professional shall provide the Professional Services under the direction of a designated representative of the Public Works Department. The City's designated representative will communicate with the Construction Management Professional on all matters related to the administration of this Agreement and the Construction Management 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 Construction Management Professional's cost of, or the time required for, the performance of any of the Professional Services, the Construction Management Professional shall immediately notify the City. If the City deems it appropriate, an equitable adjustment to the Construction Management 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 Construction Management Professional shall obtain from the City a written authorization to proceed. Further, throughout the term of this Agreement, the Construction Management 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 Construction Management 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 Construction Management Professional, including but not limited to all drafts, data, correspondence, proposals, reports, and estimates compiled or composed by the Construction Management 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 Construction Management Professional, at the time that it was disclosed to the Construction Management Professional by the City, (b) subsequently becomes publicly known through no act or omission of the Construction Management Professional, or (c) otherwise becomes known to the Construction Management 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 Construction Management Professional shall ensure that any plans and specifications prepared, required, or recommended under this Agreement allow for competitive bidding. The Construction Management 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 Construction Management Professional shall submit this written justification to the City

prior to beginning work on such plans or specifications. Whenever the Construction Management Professional recommends a specific product or equipment for competitive procurement, such recommendation shall include at least two brand names of products that are capable of meeting the functional requirements applicable to the Project.

## **ARTICLE II DURATION OF AGREEMENT**

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

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

**2.3 Notification of Delay.** The Construction Management Professional shall immediately notify the City in writing if the Construction Management 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 Construction Management Professional to a reasonable extension of time, but such delay shall not entitle the Construction Management 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 Construction Management 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 Construction Management Professional; provided, however, that: (a) this provision shall not apply to, and the Construction Management Professional shall not be entitled to an extension of time for, a delay caused by the acts or omissions of the Construction Management Professional; and (b) a delay caused by the inability to obtain materials, equipment, or labor shall not entitle the Construction Management Professional to an extension of time unless the Construction Management Professional furnishes the City, in a timely manner, documentary proof satisfactory to City of the Construction Management 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 Construction Management 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 Construction Management 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 Construction Management Professional a sum equivalent to the reasonable value of the Professional Services the Construction Management 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 Construction Management Professional. The City may then require the Construction Management Professional to resume performance of the Professional Services in compliance with the terms and conditions of this Agreement; provided, however, that the Construction Management 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 Construction Management 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 Construction Management Professional. After termination of this Agreement, the Construction Management Professional shall complete any and all additional work necessary for the orderly filing of documents and closing of the Construction Management Professional's Professional Services under this Agreement. For services satisfactorily rendered in completing the work, the Construction Management Professional shall be entitled to fair and reasonable compensation for the Professional Services performed by the Construction Management Professional before the effective date of termination. After filing of documents and completion of performance, the Construction Management Professional shall deliver to the City all drawings, plans, calculations, specifications and other documents or records related to both the Project and to the Construction Management Professional's Professional Services on the Project. By accepting payment for completion, filing and delivering documents as called for in this paragraph, the Construction Management 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 Construction Management Professional fails to satisfactorily perform any obligation required by this Agreement, the Construction Management Professional's failure constitutes a Default. A Default includes the Construction Management Professional's failure to adhere to the Time Schedule. If the Construction Management 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 Construction Management Professional, and any person claiming any rights by or through the Construction Management 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 Construction Management Professional.

### ARTICLE III

## COMPENSATION

**3.1 Amount of Compensation.** The total compensation payable by the City to the Construction Management Professional for performance of all Professional Services rendered in accordance with this Agreement, including reasonably related expenses, shall not exceed \$ 3,749,869. The compensation for the Scope of Services shall not exceed \$ 3,571,304 and the compensation for Additional Services (described in Section 3.2), if any, shall not exceed \$ 178,565. 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.

<b>PHASED FUNDING SCHEDULE</b>		
<b>Funding Phases</b>	<b>Dates</b>	<b>Total Not to Exceed Amount</b>
1	From date of execution of Agreement through completion of Agreement	\$ 1,000,000
2	From September 1, 2018 through completion of the Agreement	\$ 1,250,000
3	From September 1, 2019 through completion of the Agreement	\$ 1,499,869
<b>Total</b>		<b>\$ 3,749,869</b>

**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 so notify the Construction Management Professional in writing when the next Phase has been funded.

b. The City is not obligated to the Construction Management Professional for any amount over that specified in the Funding Schedule that has been authorized by the City Council.

c. The Construction Management 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 Construction Management 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 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 Additional Services that may be authorized under Paragraph 3.2 of this AGREEMENT.

Funding Phases	Fixed Amount	Not to Exceed Amount for Additional Services	Total Not to Exceed Amount
1	\$ 957,143	\$ 42,857	\$ 1,000,000
2	\$ 1,190,476	\$ 59,524	\$ 1,250,000
3	\$ 1,423,685	\$ 76,184	\$ 1,499,869
<b>Total</b>	<b>\$ 3,571,304</b>	<b>\$ 178,565</b>	<b>\$ 3,749,869</b>

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

**3.3 Manner of Payment.** The City shall pay the Construction Management Professional in accordance with the above Phased Funding Schedule and the Compensation and Fee Schedule [Exhibit B]. For the duration of this Agreement, the Construction Management 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 Construction Management Professional shall submit one invoice per calendar month in a form acceptable

to City in accordance with the Compensation and Fee Schedule. The Construction Management 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 Construction Management Professional's errors or omissions, and may include Construction Management Professional, City, or Subcontractor overhead, construction, materials, demolition, and related costs. The Construction Management Professional shall not be paid for the Professional Services required due to the Construction Management Professional's errors or omissions, and the Construction Management 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 Construction Management Professional. Whether or not there are any monies due, or becoming due, the Construction Management Professional shall reimburse the City for Additional Costs due to the Construction Management Professional's errors or omissions.

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

#### **ARTICLE IV CONSTRUCTION MANAGEMENT PROFESSIONAL'S OBLIGATIONS**

**4.1 Industry Standards.** The Construction Management 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 construction management 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 Construction Management 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 Construction Management Professional's and any Subcontractor's premises to review and audit the Construction Management 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 Construction Management 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 Construction Management 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 Construction Management Professional and all Subcontractors shall maintain complete and accurate records in accordance with Generally Accepted Accounting Practices in the industry. The Construction Management 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 Construction Management 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 Construction Management 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 Construction Management 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 Construction Management Professional shall not begin the Professional Services under this Agreement until it has: (a) obtained, and provided to the City, insurance certificates and endorsements reflecting evidence of all insurance required in Article IV, Section 4.3.1; however, the City reserves the right to request, and the Construction Management Professional shall submit, copies of any policy upon reasonable request by the City; (b) obtained City approval of each company or companies as required by Article IV, Section 4.3.3; and (c) confirmed that all policies contain the specific provisions required in Article IV, Section 4.3.4. Construction Management Professional's liabilities, including but not limited to Construction Management Professional's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Except as provided for under California law, all policies of insurance required hereunder must provide that the City is entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies. Maintenance of specified insurance coverage is a material element of this Agreement and Construction Management 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 Construction Management 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 Construction Management Professional shall maintain insurance coverage as follows:

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

**4.3.1.2 Commercial Automobile Liability.** For all of the Construction Management Professional's automobiles including owned, hired and non-owned automobiles, the Construction Management Professional shall keep in full force and effect, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1 million per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

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

**4.3.1.4 Architects & Engineers Professional Liability.** For all of the Construction Management Professional's employees who are subject to this Agreement, the Construction Management Professional shall keep in full force and effect, Professional Liability coverage for professional liability with a limit of \$1 million per claim and \$2 million annual aggregate. The Construction Management 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 Construction Management 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.

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

#### **4.3.3 Acceptability of Insurers.**

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

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

#### **4.3.4 Required Endorsements.**

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

##### **4.3.4.1 Commercial General Liability Insurance Endorsements.**

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

##### **4.3.4.2 Automobile Liability Insurance Endorsements**

**ADDITIONAL INSURED.** To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Additional Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Construction Management Professional.

##### **4.3.4.3 Worker's Compensation and Employer's Liability Insurance Endorsements.**

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

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

**4.3.6 Additional Insurance.** The Construction Management Professional may obtain additional insurance not required by this Agreement.

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

**4.4 Subcontractors.** The Construction Management 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 Construction Management Professional shall list on the Subcontractor List (Exhibit D, Attachment CC) all Subcontractors known to the Construction Management Professional at the time this Agreement is entered. If at any time after this Agreement is entered into, the Construction Management Professional identifies a need for addition, deletion, or substitution of Subcontractor Services, the Construction Management Professional must submit a written notice to the City requesting approval for the change modifying the Subcontractor Services. The Construction Management 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 Construction Management 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** Construction Management 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 Construction Management Professional proportionate to the services performed by the Subcontractor.

**4.4.1.2** The Construction Management Professional is obligated to pay the Subcontractor, for Construction Management Professional and City-approved invoice amounts, out of amounts paid by the City to the Construction Management Professional, not later than fourteen working days from the Construction Management Professional's receipt



of payment from the City. Nothing in this paragraph shall be construed to impair the right of the Construction Management 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 Construction Management 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 Construction Management Professional shall pay the Subcontractor the amount withheld within fourteen working days of the Construction Management Professional's receipt of the City's next payment.

**4.4.1.4** In any dispute between the Construction Management Professional and Subcontractor, the City shall not be made a party to any judicial or administrative proceeding to resolve the dispute. The Construction Management Professional agrees to defend and indemnify the City as described in Article VI of this Agreement in any dispute between the Construction Management 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 Construction Management 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 Construction Management 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 Construction Management 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.** Construction Management 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. Construction Management 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 Construction Management 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 Construction Management Professional shall comply with the City's Equal Opportunity Contracting Program Construction Management Professional Requirements (Exhibit D). The Construction Management Professional shall not discriminate against any employee or applicant for employment on any basis prohibited by law. The Construction Management Professional shall provide equal opportunity in all employment practices. The Construction Management Professional shall ensure that its Subcontractors comply with the City's Equal Opportunity Contracting Program Construction Management Professional Requirements. Nothing in this Section shall be interpreted to hold the Construction Management Professional liable for any discriminatory practice of its Subcontractors.

**4.6.2 Non-Discrimination Ordinance.** The Construction Management 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 Construction Management Professional shall provide equal opportunity for Subcontractors to participate in subcontracting opportunities. The Construction Management 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 Construction Management Professional and any Subcontractors, vendors and suppliers.

**4.6.3 Compliance Investigations.** Upon the City's request, the Construction Management 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 Construction Management 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 Construction Management Professional for each subcontract or supply contract. The Construction Management 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 Construction Management 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 Construction Management Professional up to and including contract termination,

debarment, and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance. The Construction Management 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.** The Construction Management Professional 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. The Construction Management Professional shall certify to the City that it will provide a drug-free workplace by submitting a Consultant Certification for a Drug-Free Workplace form (Exhibit E).

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

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

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

**4.7.4 Subcontractor's Agreements.** The Construction Management 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. Construction Management Professionals and Subcontractors shall be individually responsible for their own drug-free work place program.

**4.8 Title 24/Americans with Disabilities Act Requirements.** Construction Management 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 Construction Management Professional (i.e., that which provides the most access). Construction Management 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. Construction Management Professional understands that while the City will be reviewing Construction Management Professional's designs for compliance in specific and certain areas under Title 24 and ADAAG prior to acceptance of Construction Management Professional's designs, Construction Management Professional understands and agrees that the City's access review process and its acceptance of Construction Management

Professional's designs in no way limits the Construction Management Professional's obligations under this agreement to prepare designs that comply with all requirements under Title 24 and ADAAG.

**4.9 Product Endorsement.** The Construction Management 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 Construction Management 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 Construction Management Professional's organization makes, or participates in, a "governmental decision" as described in Title 2, section 18701(a)(2) 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 Construction Management Professional's organization must make disclosures of relevant financial interests is set forth in the Determination Form (Exhibit F).

**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 Construction Management 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 Construction Management 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 Construction Management 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 Construction Management Professional's personnel employed on the Project shall not accept gratuities or any other favors from any Subcontractors or potential Subcontractors. The Construction Management Professional shall not recommend or specify any product, supplier, or contractor with whom the Construction Management 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 Construction Management 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 Construction Management 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 Construction Management Professional, its agents, officers, and employees agree to assist in resolving the dispute or litigation. The Construction Management 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 Construction Management 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 Construction Management Professional, its agents, officers, and employees, the Construction Management Professional shall reimburse the City. The City is then entitled to reimbursement of all fees paid to the Construction Management 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 Construction Management Professional or its agents, officers, and employees may incur expenses and/or costs. The Construction Management 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 Construction Management 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 Construction Management 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 Construction Management 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. Construction Management 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 Construction Management Professional anticipates that the total construction cost will exceed the estimated construction budget, the Construction Management 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 Construction Management 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 Project design and construction shall comply with City Council Green Building Policy 900-14 (Exhibit G). 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, Construction Management 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, Construction Management 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.** Construction Management 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. Construction Management 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. Construction Management Professional understands that while the City will be reviewing Construction Management Professional's designs for storm water permit compliance prior to acceptance of Construction Management Professional's designs, Construction Management Professional understands and agrees that the City's Storm Water review process and its acceptance of Construction Management Professional's designs in no way limits the Construction Management Professional's obligations under this agreement to prepare designs that comply with all requirements of the San Diego Municipal Code and MS4 Permit.

The Construction Management 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 Construction Management 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 Construction Management 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.

Construction Management Professional shall attend the Pre-construction meeting. The Project Manager will coordinate with the Construction Management Professional on the inspection of the permanent BMP(s) during installation. Construction Management 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 Construction Management 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 Construction Management Professional shall complete a Minor Water Pollution Control Plan (DS-570), if applicable.

**4.19 ADA Certification.** The Construction Management Professional hereby certifies (Exhibit K) 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.

**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 Construction Management 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 Construction Management 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 such prevailing rate of per diem wages are on file at the City and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Construction Management 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.** Construction Management 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.

**4.20.3. Payroll Records.** Construction Management 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. Construction Management Professional shall require its subconsultants to also comply with section 1776. Construction Management Professional and its subconsultants shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Construction



Management Professional is responsible for ensuring its subconsultants submit certified payroll records to the City.

**4.20.3.1.** For agreements entered into on or after April 1, 2015, Construction Management Professional and their subconsultants shall 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.** Construction Management 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. Construction Management 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.** Construction Management Professional and their 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 hours a day and forty hours a week, unless all hours worked in excess of 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 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.

**4.20.6. Required Provisions for Subcontracts.** Construction Management 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.** Construction Management 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, Construction Management Professional certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Agreement."

**4.20.8. Labor Compliance Program.** The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Equal Opportunity Contracting Department at 619-236-6000.

**4.20.9. Contractor and Subcontractor Registration Requirements.** This project is subject to compliance monitoring and enforcement by the DIR. As of March 1, 2015, no Construction Management Professional or subconsultant may be listed on a bid or proposal for a public works project unless registered with the DIR pursuant to Labor

Code section 1725.5. As of April 1, 2015, a Construction Management Professional or subcontractor shall not be qualified to bid on, be listed in a bid or proposal, or enter into any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. By submitting a bid or proposal to the City, Construction Management 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 Construction Management Professional shall provide proof of registration to the City upon request.

**4.20.9.1.** A Construction Management 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.

## **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, Construction Management 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 Construction Management 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 Construction Management Professional, any Subcontractor, anyone directly or indirectly employed by them, or anyone that they control. The Construction Management 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, Construction Management 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 Construction Management Professional or Construction Management 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 Construction Management Professional or Construction Management 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 Construction Management 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 Construction Management 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 Construction Management Professional, including its employees, agents, talent and independent Subcontractors pursuant to this Agreement are the sole property of the City. The Construction Management 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 Construction Management Professional's work on behalf of the City without prior written consent of the City.

**8.3 Intellectual Property Rights Assignment.** Construction Management 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.** Construction Management 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 Construction Management Professional, its employees, agents, talent, and independent Subcontractor(s), may now have or which may accrue to Construction Management 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 Construction Management 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 Construction Management 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.** Professional may not publish or reproduce any Deliverable Materials, for purposes unrelated to Construction Management Professional's work on behalf of the City without prior written consent of the City.

**8.7 Intellectual Property Warranty and Indemnification.** Construction Management 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 Construction Management Professional to produce, at Construction Management

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. Construction Management 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 Construction Management Professional receives payment under this contract, City shall be entitled, upon written notice to Construction Management Professional, to withhold some or all of such payment.

**8.8 Enforcement Costs.** The Construction Management 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: Public Works Department, Construction Management and Field Services, Attn: Milan Karas, 9573 Chesapeake Drive, MS18, San Diego, CA 92123, and notice to the Construction Management Professional shall be addressed to: Black & Veatch Corporation, Attn. Kevin N. Davis, P.E., BCEE, 300 Rancheros Drive, Suite 250, San Marcos, CA 92069.

**9.2 Headings.** All article headings are for convenience only and shall not affect the interpretation of this Agreement.

**9.3 Non-Assignment.** The Construction Management 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 Construction Management Professional and any Subcontractors employed by the Construction Management 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 Construction Management Professional concerning the details of performing the Professional Services, or to exercise any control over such performance, shall mean only that the Construction Management Professional shall follow the direction of the City concerning the end results of the performance.

**9.5 Construction Management Professional and Subcontractor Principals for Professional Services.** It is understood that this Agreement is for unique Professional Services. Retention of the Construction Management Professional's Professional Services is based on the particular professional expertise of the following members of the Construction Management Professional's organization: Luke Wendel, Richard Trembath [Project Team]. Accordingly, performance of Professional Services under this Agreement may not be delegated to other members of the Construction Management 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 Construction Management 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 Construction Management Professional, to require any of the Construction Management Professional's employees or agents to be removed from performance of the Scope of Services.

**9.6 Additional Construction Management Professionals or Contractors.** The City reserves the right to employ, at its own expense, such additional Construction Management 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 Construction Management 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 Construction Management 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 Construction Management Professional, shall be deemed to be both covenants and conditions.

**9.9 Compliance with Controlling Law.** The Construction Management 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 Construction Management 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 Construction Management 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 Construction Management Professional Evaluation.** City will evaluate Construction Management Professional's performance of Professional Services on the Project using the Consultant Evaluation Form (Exhibit H).

**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-20148. All consultants are required to complete the Contractor Standards Pledge of Compliance included herein as Exhibit I. The Contractor Standards are available online at [www.sandiego.gov/purchasing/vendor/index.shtml](http://www.sandiego.gov/purchasing/vendor/index.shtml) or by request from the Purchasing & Contracting Department by calling (619) 236-6000.

**9.23 Equal Benefits Ordinance.** Unless an exception applies, Construction Management 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, Construction Management Professional certifies that Construction Management Professional is aware of, and will comply with, this City-mandated clause throughout the duration of the Agreement.

**9.24 Public Records.** This contract is public document subject to the California Public Records Act, and as such may be subject to public review per Exhibit J (Regarding Information Requested under the California Public Records Act).

*The remainder of this page has been intentionally left blank.*

IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor, pursuant to Resolution No. R-311218, authorizing such execution, and by the Construction Management Professional pursuant to Black & Veatch Corporation Signature Authority Document.

Dated this 18<sup>th</sup> day of July, 2017.

THE CITY OF SAN DIEGO  
Mayor or Designee

By: [Signature]  
Cindy Crocker  
Principal Contract Specialist  
Public Works Contracts

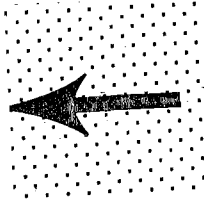
I HEREBY CERTIFY I can legally bind Black & Veatch Corporation and that I have read all of this Agreement, this 2 day of June, 2017.

By: [Signature]  
Kevin N. Davis, P.E., BCEE  
Associate Vice President

I HEREBY APPROVE the form of the foregoing Agreement this 19<sup>th</sup> day of July, 2017.

MARA W. ELLIOTT, City Attorney

By: [Signature]  
Deputy City Attorney



**CONSTRUCTION MANAGEMENT**  
**PROFESSIONAL AGREEMENT EXHIBITS**

# SCOPE OF SERVICES

## 1.0 GENERAL INFORMATION

The City of San Diego's Public Works Department (PW) Construction Management and Field Services Division (CMFS) is responsible for providing construction management, inspection, material testing and land surveying services for public improvements and private land development which benefit the community, improve safety and comply with engineering standards. The City of San Diego is currently in the process of completing the design of the Pump Station No. 2 Power Reliability and Surge Protection Project (PS2) and it is the intent of PW CMFS to hire a Construction Management Firm (CMF) to provide Construction Management professional services under this contract.

## 2.0 PROJECT INFORMATION

PS2 is the largest pump station and an integral component to the successful operation of the Metropolitan Wastewater System. The station receives wastewater flows from the North Metro Interceptor which serves the northern San Diego region and the South Metro Interceptor which serves the southern communities of San Diego. The station pumps this wastewater to the Point Loma Wastewater Treatment Plant for treatment before disposal into the ocean.

PS2 currently has three electrical feeds from two substations of San Diego Gas & Electric (SDG&E). Two of the feeds come from the same electric substation. If this substation is out, then only one feed is left to serve Pump Station 2. An existing agreement between the Public Utilities Department (formerly known as Metropolitan Wastewater Department) and SDG&E limits a maximum of two pumps to run per utility feed under normal flow conditions and three pumps per utility feed under emergency conditions, which would include high flow during rainy season. Under emergency conditions, if two electric feeds are lost, only five pumps would be available. These five pumps would consist of three electric and two engine driven pumps assuming both engine-driven pumps are available. On some occasions, the pump station requires an eight-pump operation.

The Environmental Protection Agency (EPA) guidelines recommend that the station be equipped with two separate and independent sources of power either from two separate

utility substations or from a single utility substation with plant-based generators to provide 100% of the power requirement. The pump station's present electrical configuration does not comply with the EPA guidelines. The critical function was demonstrated during the countywide power blackout during the summer of 2011. A catastrophic spill could have occurred, had it not been for the independent engine-driven pumps. However the engine-drivers are aging and the maintenance cost is high. This project will install plant-based electrical generators using natural gas and or diesel for fuel.

Besides satisfying the EPA guidelines for independent sources of power, these independent plant-based electrical generators will also provide surge protection. Surge protection prevents a "water hammer" phenomenon that could break the force main pipes in the event of a total utility power failure.

The existing Pump Station No. 2 is currently and continuously receiving and conveying sewage, and those functions shall not be interrupted except as specified in the contract documents. A sequence of work has been established for this project and is listed in specification Section 1014 – Work Sequence. It is essential that this pump station operate continuously and without spillage for the work sequence proposed and this be coordinated by the CMF in order to maintain the City's conveyance system.

### **3.0 CONSTRUCTION COSTS AND SCHEDULES**

The design firm of Lee and Ro Inc. is the designer of record for the PS2 project. Construction of this project is slated to start in July 2017 and be completed in January of 2021 (875 Working Days). The construction cost for the PS2 is at \$56,228,000.

### **4.0 SCOPE OF SERVICES**

The CMF shall perform the services outlined in this Scope of Services and shall include, but not be limited to, Tasks 1 through 5 (below) that include pre-construction activities, construction management, field engineering and administration, inspection and additional services for the of the Pump Station No. 2 Power Reliability and Surge Protection Project (PS2).

The City is seeking to hire a CMF who has a Construction Manager who has experience administering construction projects of a similar magnitude as well as having thorough

experience relating to Electrical, Mechanical, Instrumentation and Controls and Start-up. This will assist the City in having relevant project experience during lull periods or when other discipline type work (structural, architectural, civil) is being performed.

It is the City's expectation the CMF will enforce the contract documents, take ownership and accountability for their work and develop and foster a partnering relationship with the Construction Contractor in order to provide the highest quality of services to the citizens of San Diego.

**4.1 PRE-CONSTRUCTION ACTIVITIES**

The CMF shall provide experienced staff, led primarily by the Construction Manager (CM), to perform services under this task:

**4.1.1 Kickoff and Team Coordination**

Participate in a kickoff meeting with City staff, the design engineer, and other project team members. CMF is expected to familiarize themselves with the roles and responsibilities of all team members prior to the meeting, and be prepared to discuss the schedule and sequence of events leading up to construction.

Coordinate with other team members to prepare for construction and to generally foster an understanding of the status of work performed to date if required.

**4.1.2 Pre-Construction Conferences**

Arrange and conduct a pre-construction conference to introduce project personnel, review administrative procedures, discuss environmental mitigation and safety requirements, and review coordination procedures in accordance with CMFS standards.

**4.1.3 Construction Management Plan**

The CMF shall develop a Construction Management Plan (CMP). The CMP shall include but not be limited to, at a minimum, all project related items contained in the items bulleted at the end of this

paragraph. This plan shall be used as the CMP's plan for how they will be handling the day to day business of managing the construction for this project. A draft CMP shall be prepared and distributed 30 days after award of the Construction Management Services contract. The City shall have an opportunity to make comments on the draft CMP. The CMF shall incorporate those comments, make necessary revisions to the CMP and re-distribute the draft CMP 30 days after the City's review time, for the City's acceptance. In addition, the City shall review and approve all procedures developed subsequent to the accepted CMP. The CMP shall include:

- 4.1.3.1 Project description,
- 4.1.3.2 Milestone schedule,
- 4.1.3.3 QA/ QC plan including project specific checklists arranged in CSI format,
- 4.1.3.4 Organization,
- 4.1.3.5 Staffing Plan with roles and responsibilities,
- 4.1.3.6 Environmental paleontological considerations,
- 4.1.3.7 CMF's Standard Operating Procedures (SOP's),
- 4.1.3.8 Management information system,
- 4.1.3.9 Communication protocol,
- 4.1.3.10 Guidelines and procedures for processing project paperwork, and
- 4.1.3.11 Construction inspection plan, guidelines, and procedures to include at least:
  - Explanation of responsibilities, authorities, limitations and relationships of onsite staff,

- Series of general inspection guidelines arranged in Construction Specifications Institute (CSI) Uniform Construction Index format,
- Standard tests and details specific to the projects,
- Project specific forms such as: daily reports, contract modifications, cost reimbursable sheets, etc., and
- Use of photographs and how they will be documented and stored for ease of retrieval (photographs shall include but not be limited to: pre-construction activities, progress records of bid items and installations; completed underground structures prior to backfill; material and equipment delivery and conditions; material stockpiles showing condition, location, and method of storage; defective or rejected work; 'typical items' frequently referred to in daily reports; change order activities; typical construction tools and special tools.)

#### 4.1.4 Public Relations/Outreach (None)

- There will be no Public Relations/Outreach required for this contract. It is being provided under a separate contract.
- The CMF's MCI team shall be available throughout the project to assist in Outreach and Public Relations on issues relating to the construction of the project.

## 4.2 CONSTRUCTION MANAGEMENT

The CMF shall provide experienced staff, led primarily by the Construction Manager (CM), to perform services under this task:

### 4.2.1 Coordination and Correspondence



Serve as the focal point for coordination among the Construction Contractor, Owner, Design Consultant, and other parties. Receive Construction Contractor correspondence and prepare and transmit responses.

**4.2.2 Change Order Management**

Apply The CM's skill and experience to minimize change orders during construction.

**Claims Mitigation**

The CM shall perform normal claims mitigation work that shall include but not be limited to: minimizing claims resulting from construction by maintaining positive working relationship with Construction Contractor; assisting in identifying and resolving Construction Contractor requests for additional compensation and/or time extensions early and equitably; and applying procedures for enabling work to proceed in the event differences arise over the responsibility for, or cost of, extra work, analyzing Construction Contractor requests for additional compensation and/or additional contract time submitted during construction; preparation of responses to Construction Contractor request for additional compensation and/or additional contract time; administration of Construction Contractor claims to include coordination and monitoring of requests, request resolution negotiations, logging, tracking and informing City on the status of all such requests and formal claims.

**4.2.3 Schedule Management**

Review Construction Contractor's as-planned schedule for conformance with the specifications and for reasonableness of activity duration, sequence, and cost loading. Review schedule issues with City. Review work progress as compared to the Construction Contractor's monthly schedule updates, and appraise City of any schedule deviations and recovery plans. Analyze the schedule to determine impact of change

orders, weather delays on overall project schedule. Negotiate time extensions due to changes, weather, and other delays.

#### 4.2.4 Progress Meetings

The CM will conduct weekly progress meetings with Contractor, Design Engineer, and subcontractor representatives to discuss status of the work and short term work activities planned by the contractor. The CMF will schedule and conduct MOPO meetings for planning, sequencing, and organizing the required plant shut downs. The CMF will provide notice to and coordination with Water Operations and Maintenance personnel on all aspects of any plant shut down. The CMF will request the Contractor and the City of San Diego to submit agenda items for the weekly progress meetings. Using the proposed agenda items, the CMF will prepare the meeting agendas and minutes and distribute to meeting attendees. The CMF will ask for concurrence of the previous week's minutes or ask for suggested corrections. Minutes will then be filed as approved or amended.

Each meeting will cover site safety, construction progress, job problems, and actions requiring clarification of design intent, ambiguities in contract documents, scheduled testing, and other key issues. At each meeting the CMF will present the current status of the construction schedule and any delays or changes to that schedule, explanations for those delays or changes, and will cover appropriate corrective action recommendations. Action monitoring will be implemented for compliance and timely response by all parties. Minutes will be prepared and distributed to the City, Contractor and the Design Engineer.

The CMF shall request the Construction Contractor's progress report data so that he has it at least one (1) day prior to the progress meeting. The CMF shall review the progress report data prior to the progress meeting for discussion at the meeting

#### 4.2.5 Progress Reports

Prepare and submit a status report describing key issues, cost status, schedule status, and project progress. One progress report, issued monthly will cover all the on-going construction activities and provide a look ahead to upcoming issues.

4.2.6 Payment Recommendations

The CMF shall review the Construction Contractor's initial CPM schedule and cost breakdown for reasonableness and ease of monitoring. The CM shall review and recommend for City's approval the Construction Contractors' Schedule of Values. Review Construction Contractor's monthly schedule updates, payment requests, and prepare and process payment recommendations to City. The CMF shall perform an independent assessment of progress including (at a minimum) quantities of material placed, equipment delivered and installed, etc. as the basis for his monthly negotiation of payment.

4.2.7 Safety

The CMF will coordinate with responsible parties to correct conditions that do not meet applicable federal, state and local occupational safety and health laws and regulations throughout the course of construction. Regardless of CMF's efforts in managing its' safety at the job site, the City's construction contractor shall remain solely responsible for all construction safety.

4.2.8 Environmental Coordination

The CMF shall assist in the identification, planning, and scheduling of all environmental work activities as stipulated in the Construction Management Plan. The CM will coordinate with environmental monitors and coordinators in an effort to meet specified mitigation requirements and to minimize the impact of mitigation measures on the construction cost and schedule.

4.2.9 Storm Water Pollution Prevention

The CMF will insure the Stormwater Pollution Prevention Plan is enforced. The CM will coordinate with the contractor and set up inspections as required to insure that all Best Management Practices (BMP's) meet City, State and Federal requirements and regulations.

4.2.10 Partnering

The CMF shall develop and foster a partnering relationship with the Contractor and the project team. The details associated with the partnering effort will be developed in conjunction with the Construction Contractor.

4.2.11 POTHOLING

Review contractor's potholing plan; monitor and coordinate all contractor's potholing plan, if required, providing a quality control check of the proposed sequence of potholing and resolution of mismarked utilities.

**4.3 FIELD ENGINEERING AND ADMINISTRATION**

The CMF shall provide experienced staff, led primarily by the Construction Manager (CM), to perform services under this task:

4.3.1 Document Control System

Set up and maintain a hardcopy and electronic project file system for all project documents. The CMF shall maintain the project files for the purpose of recording, distributing, and tracking the status of all information to be received, assembled, developed, or otherwise processed as a consequence of the Work to be performed by the CMF under this Agreement. The document controls system shall be in accordance with City guidelines. It is anticipated the CM will perform a portion of the document control tasks throughout the course of construction.

4.3.2 Submittal Management

Receive, stamp, and log submittals, perform a cursory review for compliance with the contract documents and distribute for review. Monitor review of submittals to foster timely review and return of submittals to Construction Contractors. Review administrative submittals, such as the construction schedule, and provide to the City recommendations based on the CM's skill and experience. Track all submittals and report out on all delinquent submittals.

4.3.3 Request for Information (RFI) Management

Receive, process, review and monitor RFI's from the Construction Contractor. The CM will review all RFI's for completeness and verify the RFI is reasonable and understandable and perform a technical review to determine if the RFI is addressed adequately in the contract documents. The CM will return the RFI if the question is unclear or, in the opinion of CMF staff, the answer is contained in the contract documents. The CM will prepare responses to RFI's that are related to construction issues and transmit design-related RFI's to Design Engineer and track responses and progress. Track and follow up on delinquent responses with all parties to help assist with the quickest possible resolution of any and all outstanding issues. Estimate, and provide to the City's Construction Manager, the timeline required for a resolution of those items which have the potential to extend the duration of construction. Conduct discussions and/or meetings with the Construction Contractor, Design Consultant, City, and other parties together or separately as needed to resolve RFI's which become either delinquent or critical to the construction schedule.

4.3.4 Change Order and Field Order Management

- The CMF will apply its skill and experience to minimize the impact of Change Orders and Field Orders during construction through the timely processing of construction documents; minimizing changes arising from constructive acceleration;

working with the Contractor to minimize the impact of field conditions that could result in added work; developing a screening process for change requests initiated by the City or Design Consultant. The CM will review all proposed change and field orders for constructability and notify the City's Construction Manager of any resulting concerns with City.

- The CM will develop a process for initiation, negotiation, approval, payment, and documentation of change orders, and perform change order administration, including issuing proposed change orders to contractor, maintaining logs of proposed and approved change orders, receiving Change Order and Field Order quotations from Contractor, negotiating Change Order and Field Order costs and time extensions, processing final negotiated Change Orders and Field Orders, and incorporating approved Change Orders and Field Orders into progress payment schedule of values. This procedure will be reviewed and approved by the City. In addition, the CMF will perform quantity and cost analysis as required for negotiation of Change Orders and Field Orders, evaluate all schedule impacts of changes, and will coordinate with the City as required for processing for Change Orders and Field Orders. The CM shall lead the negotiations with the Construction Contractor.
- All contract modifications must be issued through the City's Construction Manager. Approvals and/or denials will be returned through the CMF to the Contractor.
- Any Contractor requested changes will be reviewed by the CM, Design Engineer and City to determine if the requested change is acceptable. A favorable decision will trigger the Change Order or Field Order process for additional costs or credits. All time and materials (T&M) Change Orders and Field Orders will be monitored and verified with daily reports. All T&M sheets will be signed within twenty four (24) hours of the actual work being performed

- The CM or other field staff on site will prepare independent cost estimates of Change Orders with an estimated cost of over \$20,000. Upon City approval, CMF may have estimates prepared by non-field staff.

**4.3.5 Coordination of Equipment and Services**

Develop lists and monitor status of manufacturer's certificates, services, spare parts and manuals. Receive log and turn over spare parts to City. Receive, log, and distribute manufacturer's O&M manuals for review and acceptance. Coordinate manufacturer's training services with City operations and maintenance staff.

**4.3.6 Coordination and Development of Testing and Start-up Procedures**

CM to monitor facility construction and help develop Start-up Procedures with the Contractor. Ensure that all testing and start-up efforts are being carried out by the Contractor and are in accordance with the contract requirements. Coordinate with all parties (Contractor, Manufacturer, Design Consultant, and City Personnel) as required to ensure expectations are being met and understandings as to schedule, party participation, and progress and of all required testing and start-up procedures are consistent between all parties, and act immediately to notify the parties of, and help resolve, any reported or observed disparities.

**4.3.7 Contract Closeout**

Coordinate warranty services with Construction Contractor and City through final completion and acceptance of the project. Complete documentation and coordination required for final acceptance and closeout of the Construction Contract.

**4.3.8 Field Offices**

Manage the City offices and office furnishings and equipment for the CMF's use. City to provide the office related direct operations and

maintenance expenses for the CMF's office trailer installation including desk top computers.

**4.3.9 Minor Variations in the Work**

Authorize and notify the City's Construction Manager of minor variations in the work which do not involve an adjustment in the Construction Contractors' contract price nor time for construction and are not inconsistent with the intent of Construction Contract documents.

**4.4 INSPECTION SERVICES**

The CMF shall provide experienced construction inspectors and specialty sub-consultants as required to perform services under this task.

**4.4.1 Inspection**

Provide resident civil, structural, mechanical, electrical/I&C inspectors for day-to-day on-the-job observation or as-needed of the work in progress. The inspectors shall be qualified to ensure that the work is being completed in accordance with the contract documents. The purpose for these inspections is to identify visible defects and deficiencies in the work of the Construction Contractor and to determine if the provisions of the contract documents are being fulfilled. Coordinate and conduct final inspection. Perform periodic, short duration factory inspections as required. The CMF shall ensure that during periods when certain inspection trades are not needed, the inspectors related to those trades will not be billing the project. The CMF will provide a workload breakdown quarterly to evaluate staffing levels and ensure so that they are being maximized.

**4.4.2 Documentation**

Prepare daily inspection reports documenting observed construction activities and job site conditions including weather conditions, Construction Contractors' manpower and equipment, work performed, materials used, and site visitors; measure pay quantities; coordinate, witness, and record leakage tests for piping and water bearing



structures; take progress photographs and bind and label them; mark up a field blue line set of drawings based on field observations, compare blue lined set with Construction Contractors' red lined set periodically to ensure agreement as to the execution of work and the quick discovery and for resolution of discrepancies. Provide Contractor with information to incorporate this information on the Construction Contractor record drawing markups; prepare punch lists. Coordinate with and review marked up sets as needed with the designer to help ensure the integrity of both the design and the as-built drawings. All documentation shall be made available to City through the Document Control System.

**4.4.3 Construction Coordination**

Coordinate the activities of materials testing firms, building department inspections, and other services as required. Assist with equipment testing and start-up and other matters relating to construction of the project.

**4.4.4 Materials Testing**

The City of San Diego's Material Testing Laboratory will provide all of the material testing for concrete strength, trial batching, soils compaction, and aggregate gradation analysis. The CMF may be required to augment these services as additional services.

**4.4.5 Special Inspection**

The CMF shall provide all special inspections required during the project. These inspections include, but are not limited to Reinforcing Steel, Anchor Bolts, High Strength Bolts, Concrete, Pre-stressed Concrete, Erection of Precast Concrete Members, Post-tensioned Concrete, Welding Structural Steel and Pipe.

**4.5 ADDITIONAL SERVICES**

Due to the uncertain nature of the necessity for Additional Services the City for their sole discretionary use has established an allowance in the Agreement. The CMF shall not perform, not be compensated for, any work associated with these

subtasks without the written authorization of the City. Such authorization may be given subsequent to a determination during the course of the project of the need for an Additional Service, a definition of the scope and cost of the same. Additional services shall not be construed as core services.

**4.5.1 Materials Testing**

Material testing for concrete strength, soils compaction, aggregate gradation analysis, non-destructive weld testing and any other construction related tests.

**4.5.2 Unanticipated Cost Estimating**

Unanticipated cost estimating services in the event an independent appraisal is required.

**4.5.3 Other Unanticipated Work**

Other unanticipated work required for completion of the project.

**END OF SCOPE OF SERVICES**

# COMPENSATION AND FEE SCHEDULE

## CM Budget Summary

<b>Company</b>	<b>Cost</b>
Black & Veatch	\$ 2,486,527
<b>Subconsultants</b>	
Testing Services & Inspection, Inc.	\$ 814,191
Rockwell Construction Services	\$ 161,298
T-Squared Professional Engineers	\$ 68,886
ABC Acoustics	\$ 14,008
Coatings Specialists & Inspection	\$ 26,394
<b>Subconsultants Total</b>	\$ 1,084,777
<b>Planned Services Total</b>	\$ 3,571,304
<b>Additional Services</b>	\$ 178,565
<b>Contract Total</b>	\$ 3,749,869

<b>Funding Phases</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>TOTAL</b>
<b>Planned Services</b>	\$ 957,143	\$ 1,190,476	\$ 1,423,685	\$ 3,571,304
<b>Additional Services</b>	\$ 42,857	\$ 59,524	\$ 76,184	\$ 178,565
<b>TOTAL</b>	\$ 1,000,000	\$ 1,250,000	\$ 1,499,869	\$ 3,749,869

## Billing Rate Tables

POSITION	NAME	COMPANY	RATE	OVERTIME
Principal-In-Charge *	Kevin Davis	B & V	\$275.00	NA
Project Manager *	John Bekmanis	B & V	\$250.00	NA
Office Administrator *	TBD	B & V	\$90.00	NA
Senior Technical Consultant *	TBD	B & V	\$275.00	NA
Electrical Engineer	Keene Matsuda	B & V	\$243.71	NA
Construction Manager/RE	Luke Wendel	B & V	\$236.55	NA
Assistant RE/ Elec. Inspector	Waqar Amjad	B & V	\$141.09	NA
Startup Support	Jorj Long	B & V	\$182.18	NA
Safety Professional	Michael Levine	B & V	\$116.19	NA
Shoring, Grouting Engineer	Eric Sturtz	B & V	\$156.20	NA
Document Control	TBD	TSI	\$75.00	\$112.50
Schedule Reviewer	Moqueem Ansari	TSI	\$152.25	NA
Construction Inspector	TBD	TSI	\$92.00	\$138.00
ICC Concrete Inspector	William Witkowski	TSI	\$92.00	\$138.00
Welding Inspector	Michael Diaz	TSI	\$92.00	\$138.00
I&C Inspector	Jim Hudson	RCS	\$145.00	NA
Testing/ DCS Support	Thomas Klein	RCS	\$145.00	NA
Associate Mech. Engineer	TBD	T-Squared	\$180.00	NA
Principal Mech. Engineer	Farzad Tadayon	T-Squared	\$200.00	NA
Coatings	Ben Diaz	CSI	\$125.00	\$135.50
Sr. Acoustic Engineer	Sharo Sanavi	ABC Acoustics	\$200.00	\$300.00
Acoustic Technician	TBD	ABC Acoustics	\$120.00	\$180.00
Word processing	TBD	ABC Acoustics	\$50.00	NA

Note (\*) – Asterisked positions are Home Office positions for which the applied multiplier includes office overhead expenses.

## Notes

- Black & Veatch labor costs were estimated using base labor rates times labor multipliers. The multipliers are fixed for the duration of the Contract. There are distinct multipliers for home office labor and field office labor. Rates for senior staff are capped at \$275 per hour.
- Prevailing Wage Determination is in effect for Building/Construction Inspectors and, Field Soil & Materials Testers. The prevailing wage pricing is based on Rate Determination: SD-023-63-3-2016-1D, dated August 22, 2016. This Rate Determination has predetermined increases effective July 1, 2017 and July 1, 2018.

3. The level-of-effort estimated for schedule review is predicated on one schedule submittal per month with minimal logic changes, no change order time impact analysis and a Baseline Schedule of no more than 1500 activities.
4. No overtime hours are included in the Fee Estimate. The CM Team will shift hours of personnel as necessary to minimize any overtime to the fullest extent possible. Any overtime that cannot be accommodated by shifting hours will be considered an Additional Service. Overtime for non-Prevailing Wage personnel will be billed as straight time at the listed rates.
5. A request for an annual rate adjustment must be submitted to the City of San Diego in writing for approval. Written justification for the rate adjustment must be submitted to the City of San Diego a minimum of 60 days before the Agreement anniversary date. Said proposed adjustment shall not exceed three percent (3%), and the City of San Diego must approve any rate adjustments in writing before they become effective.
6. A 5% markup is applied to subcontract costs, including other direct costs.
7. The estimated total for billable ODCs is \$102,623, calculated as 3% of estimated billable labor and included in the cost for each company.
8. Mileage reimbursement rate will be at current City of San Diego mileage rate (mileage log required).
9. Travel expenses for the lowest cost effective Air Fare, Train, and/or Car Rental, will be reimbursed at actual costs (receipts required).
10. Lodging and Per Diem will be reimbursed at actual costs (receipts required) up to the maximum allowance for the San Diego area as published/posted on the U.S. General Services Administration website (<http://www.gsa.gov/portal/category/100120>).
11. Additional Services require prior written approval by the City of San Diego.

# TIME SCHEDULE



**EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)**

**CONSULTANT REQUIREMENTS**

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

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

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

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



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

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

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

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

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

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

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

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

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

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

#### V. Maintaining Participation Levels.

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

#### VI. Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**VII. Certifications.**

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

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

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

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

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

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

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

**VIII. List of Attachments.**

**AA. Disclosure of Discrimination Complaints**

**BB. Work Force Report**

**CC. Subcontractors List**

## DISCLOSURE OF DISCRIMINATION COMPLAINTS

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

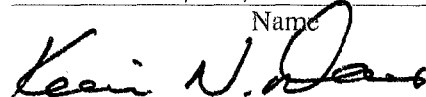
CHECK ONE BOX ONLY.

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

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/REMEDIAL ACTION TAKEN
3/2005	Kansas City, Mo	Lawsuit- Work Comp Retaliation	No	Closed	None
10/2006	Overland Park, KS	EEOC/KHRC Charge Discrimination	No	Closed	None
2008	Ohio	EEOC Charge Failure to pay OT	No	Closed	None
2008	Overland Park, KS	EEOC/ Charge Discrimination	No	Closed	None
2008	Overland Park, KS	EEOC/ Charge Discrimination	No	Closed	None
2/2008	Overland Park, KS	EEOC/ Charge Discrimination	No	Closed	None
6/2009	Atlanta, GA	EEOC/Lawsuit	Yes	Dismissed	None
10/2009	Overland Park, KS	EEOC/ Charge Discrimination	No	Closed	None

Consultant Name Black & Veatch Corporation

Certified By Kevin N. Davis, P.E., BCEE Title Associate Vice President

Name  
  
 Signature

Date May 31, 2017

USE ADDITIONAL FORMS AS NECESSARY

## DISCLOSURE OF DISCRIMINATION COMPLAINTS CONTINUED

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/ REMEDIAL ACTION TAKEN
1/2010	Overland Park, KS	KHRC & EEOC Charge / Lawsuit-Discrimination-Retaliation	Yes	Pending in Kansas District Court	Awaiting Outcome
3/2010	Minneapolis, MN	EEOC /Lawsuit -Discrimination	Yes	Closed	None
4/2010	Overland Park, KS	EEOC Charge-Discrimination	No	Closed	None
8/2010	Miami, FL	EEOC Charge -Discrimination	No	Dismissed	None
3/2011	Denver, CO	EEOC Charge -Discrimination / Retaliation	No	Closed	None
6/2011	Pittsburg, PA	EEOC Charge / Lawsuit-Discrimination-Retaliation	Yes	Dismissed	None
7/2011	Chicago, IL	EEOC Charge-Discrimination	No	Closed	None
9/2011	Overland Park, KS	EEOC Charge-Discrimination	No	Closed	None
11/2011	Detroit, MI	EEOC Charge -Discrimination-Retaliation	No	Closed	None
1/2012	Overland Park, KS	EEOC Charge-Wrongful discharge; discrimination	No	Closed	None
10/2012	Overland Park, KS	EEOC Charge -Discrimination	No	Dismissed	None
2/2013	Los Angeles, CA	Lawsuit-Discrimination-Retaliation	No	Dismissed	None
3/2013	Overland Park, KS	EEOC Charge-Discrimination-Retaliation	No	Dismissed	None
4/2013	Overland Park, KS	KHRC Charge-Discrimination-Retaliation	No	Pending	Awaiting Outcome
5/2013	Kansas City, MO	Lawsuit-Discrimination-Retaliation	Yes	Pending	Awaiting Outcome
8/2013	Overland Park, KS	EEOC Charge-Discrimination-Retaliation	No	Pending	Awaiting Outcome
11/2013	Overland Park, KS	EEOC Charge-Discrimination	No	Dismissed	None
6/2014	Phoenix, AZ	EEOC charge – Discrimination	No	Dismissed	None
6/2014	Los Angeles, CA	DFEH charge – Discrimination	No	Dismissed	None
6/2014	Louisville, KY	EEOC charge Discrimination	No	Pending	N/A
7/2014	Overland Park, KS	Lawsuit – Discrimination/retaliation	Yes	Dismissed	None
10/2014	Richmond, VA	EEOC charge – Discrimination/retaliation	No	Pending	NA
12/2014	Richmond, VA	EEOC Charge retaliation	No	Pending	N/A



City of San Diego

**EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)**

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

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

**WORK FORCE REPORT****ADMINISTRATIVE**

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

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

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

Name of Company: Black & Veatch CorporationAKA/DBA: N/AAddress (Corporate Headquarters, where applicable): 11401 Lamar AvenueCity: Overland ParkCounty: JohnsonState: KSZip: 66211Telephone Number: (913 ) 458-2000FAX Number: (913 ) 458-2934Name of Company CEO: Steve Edwards, Chairman, President and CEO

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

Address: 300 Rancheros Drive, Suite 250City: San MarcosCounty: San DiegoState: CAZip: 92069Telephone Number: (760) 621-8600FAX Number: (760) 621-8602Email: DavisKN@bv.comType of Business: Engineering ServicesType of License: B1999005288The Company has appointed: J. Craig Anderson, Affirmative Action Officer

as its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate, and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 11401 Lamar Avenue, Overland Park, KS 66211Telephone Number: (913) 458-8583FAX Number: (913) 458-2934Email: AndersonC@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 Corporation

(Firm Name)

San Diego

(County)

California

(State)

hereby certify that information provided

herein is true and correct. This document was executed on this 31stday of May, 2017

(Authorized Signature)

Kevin N. Davis, P.E., BCEE, Associate Vice President

(Print Authorized Signature)

**WORK FORCE REPORT – Page 2**

NAME OF FIRM: Black & Veatch Corporation DATE: 5/22/17

OFFICE(S) or BRANCH(ES): San Diego and 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, African-American
- (2) Hispanic, Latino, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
	Management & Financial	1	0	1	0	0	0	0	0	0	0	19	2	0
Professional	0	0	1	0	1	1	0	0	0	0	7	3	0	0
A&E, Science, Computer	2	0	0	0	1	2	0	0	0	0	4	3	0	0
Technical	0	0	0	0	1	0	0	0	0	0	1	0	0	0
Sales	0	0	0	0	0	0	0	0	0	0	1	0	0	0
Administrative Support	0	1	0	0	0	0	0	0	0	0	0	4	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	3	1	2	0	3	3	0	0	0	0	32	12	0	0
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Grand Total All Employees 56

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

Disabled	0	0	0	0	0	0	0	0	0	0	1	0	0	0
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Non-Profit Organizations Only

Board of Directors														
Volunteers														
Artists														



**WORK FORCE REPORT – Page 2**

NAME OF FIRM: Black & Veatch Corporation DATE: 5/22/17  
 OFFICE(S) or BRANCH(ES): Overland Park, Kansas (All US Consolidated) COUNTY: Johnson

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

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

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial	15	8	40	12	58	13	3	0	0	0	1082	238	8	3
Professional	9	11	13	8	9	13	0	1	0	0	152	216	1	8
A&E, Science, Computer	45	12	73	21	172	63	2	2	0	0	954	216	17	2
Technical	36	8	42	5	15	6	1	1	0	0	476	91	5	2
Sales	2	0	0	0	3	0	0	0	0	0	58	13	0	0
Administrative Support	12	39	8	20	9	16	1	1	0	0	168	319	3	3
Services	2	0	0	0	0	0	0	0	0	0	3	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	121	78	176	66	266	111	7	5	0	0	2893	1093	34	18
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Grand Total All Employees	4868
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Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled	1	1	0	1	6	3	0	0	0	0	50	30	0	2
----------	---	---	---	---	---	---	---	---	---	---	----	----	---	---

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														



# CITY OF SAN DIEGO WORK FORCE REPORT – ADMINISTRATIVE

## 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 (African-American, Hispanic or Latino, Asian, American Indian, Asian Pacific Islander, Caucasian, and Other Ethnicities) 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 WFR.<sup>1</sup> 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 WFR from that county.<sup>2</sup> 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 WFRs representing your firm from each of the three counties.<sup>1</sup>

## 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.<sup>1,3</sup> In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.<sup>3</sup>

## TYPES OF WORK FORCE REPORTS

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

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

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

## **Exhibit: Work Force Report Job categories**

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

### **Management & Financial**

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

### **Professional**

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

Postsecondary Teachers
Primary, Secondary, and Special Education School Teachers
Religious Workers
Social Scientists and Related Workers

**Architecture & Engineering, Science, Computer**

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

**Technical**

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

**Sales**

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

**Administrative Support**

Financial Clerks
Information and Record Clerks
Legal Support Workers
Material Recording, Scheduling, Dispatching, and Distributing Workers
Other Education, Training, and Library Occupations
Other Office and Administrative Support Workers
Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support Workers

**Services**

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

Other Protective Service Workers
Personal Appearance Workers
Supervisors, Food Preparation and Serving Workers
Supervisors, Personal Care and Service Workers
Transportation, Tourism, and Lodging Attendants

**Crafts**

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

**Operative Workers**

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

**Transportation**

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

**Laborers**

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

## SUBCONTRACTOR PARTICIPATION LIST

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

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

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

NAME AND ADDRESS SUBCONTRACTORS	SCOPE OF SERVICES	PERCENT OF CONTRACT	SLBE/ELBE (MBE/ WBE/DBE/ DVBE/OBE*)	WHERE CERTIFIED**
T-Squared Professional Engineers, Inc. 1340 Specialty Drive Suite E Vista, CA 92081	Building Systems and Instrumentation & Control	1.9%	SLBE	CITY
Testing Services and Inspections, Inc. 3030 Main Street San Diego, CA 92113	Special Inspections and Document Control	22.8%	SLBE	CITY
Coating Specialists and Inspection Services, Inc. P.O. Box 801357 Santa Clarita, CA 91380	Coatings	0.7%	OBE	N/A
ABC Acoustics Inc 990 Highland Drive, Suite 212 Solana Beach, CA 92075	Acoustics	0.4%	SLBE	CITY
RCS Rockwell Construction Services, LLC 31480 Justin Place Valley Center, CA 92082	Electrical, Instrumentation & Control	4.5%	ELBE	CITY

List of Abbreviations:

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

\* Listed for informational purposes only.

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

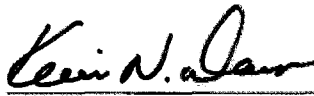
**CONSULTANT CERTIFICATION FOR A DRUG-FREE WORKPLACE**

**PROJECT TITLE:** Construction Management for the Pump Station 2 Power Reliability and Surge Protection Project  
Contract Number:H176824

I hereby certify that I am familiar with the requirement of San Diego City Council Policy No. 100-17 regarding Drug-Free Workplace as outlined in the request for proposals, and that:

**FIRM NAME:** Black & Veatch Corporation

has in place a drug-free workplace program that complies with said policy. I further certify that each subcontract agreement for this project contains language which indicates the Subconsultants agreement to abide by the provisions of Section 4.9.1 subdivisions A through C of the policy as outlined.

Signed   
Printed Name Kevin N. Davis, P.E., BCEE  
Title Associate Vice President  
Date June 8, 2017

## 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. For the complete definition of "consultant", refer to Government Code section 18701(a)(2). This section can be located at:

[http://www.fppc.ca.gov/index.html?ID=52&r\\_id=/legal/regs/18701.htm](http://www.fppc.ca.gov/index.html?ID=52&r_id=/legal/regs/18701.htm)

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](http://www.sandiego.gov/city-clerk/elections/eid/codes.shtml)

Please fill out the entire "Disclosure Determination for Consultant" form, and have it signed by the appropriate authority. (Individuals with signing authority are described in your conflict of interest code as part of the disclosure requirement for Consultants.) Forward the original form to the City Clerk's Office, MS 2A.

DISCLOSURE DETERMINATION FOR CONSULTANT

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

- 1. Department / Board / Commission / Agency Name: City Of San Diego-Public Works Department
2. Name of Specific Consultant & Company: Black & Veatch Corporation, 300 Rancheros Drive, Suite 250, San Marcos, CA 92069
3. Address, City, State, ZIP
4. Project Title (as shown on 1472, "Request for Council Action"): Pump Station 2 Power Reliability and Surge Protection Project
5. Consultant Duties for Project: Black & Veatch Corporation shall provide Construction management and filed inspection services. Duties may include overall direct communication with the City's Contractor, contract administration, quality assurance and field inspections, monthly construction payment approvals, change orders, field orders, claim management and project close - out.

6. Disclosure Determination [select applicable disclosure requirement]:

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

[X] 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: [Signature]
[Myrna Dayton, P.E., D.C.E./ Deputy Director
OCA Construction Management & Field Services]\*
FOR

June 12, 2017
[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.

Regulation 18701 (a)(2)  
[http://www.fppc.ca.gov/index.html?ID=52&r\\_id=/legal/regs/18701.htm](http://www.fppc.ca.gov/index.html?ID=52&r_id=/legal/regs/18701.htm)  
 1/28/2006



CITY OF SAN DIEGO, CALIFORNIA  
**COUNCIL POLICY**

SUBJECT: SUSTAINABLE BUILDING POLICY  
POLICY NO.: 900-14  
EFFECTIVE DATE: May 20, 2003

**BACKGROUND:**

Existing buildings and the building development industry consume nearly half of the total energy used in the United States. The City of San Diego's commitment to become increasingly efficient with resources, including energy, water, and materials associated with construction projects, is demonstrated in Council Policy 900-14 "Green Building Policy" adopted in 1997, Council Policy 900-16 "Community Energy Partnership," adopted in 2000, and the updated Council Policy 900-14 "Sustainable Buildings Expedite Program" adopted in 2001.

On April 16, 2002, the Mayor and City Council adopted CMR 02-060 which requires City projects to achieve the U.S. Green Building Council's LEED silver standard for all new buildings and major renovations over 5,000 square feet. This places San Diego among the most progressive cities in the nation in terms of sustainable building policies.

As a participant in the International Council for Local Environmental Initiatives (ICLEI) Cities for Climate Protection Program, as a Charter member in the California Climate Action Registry and as an active member of the U.S. Green Building Council, the City of San Diego is committed to reducing greenhouse gas emissions by implementing more sustainable practices, including green building technologies.

**PURPOSE:**

The purpose of this policy is to reassert the City's commitment to green building practices in City facilities, and to provide leadership and guidance in promoting, facilitating, and instituting such practices in the community.

**POLICY:**

The following principles will be required for all newly constructed facilities and major building renovation projects for City facilities:

**LEED (Leadership in Energy and Environmental Design):**

The LEED (Leadership in Energy and Environmental Design) Green Building Rating System is a voluntary, consensus-based national standard for developing high-performance, sustainable buildings. Members of the U.S. Green Building Council representing all segments of the building industry developed LEED and continue to contribute to its evolution.

The City of San Diego is committed to achieving LEED "Silver" Level Certification for all new City facilities and major building renovation projects over 5,000 square feet.

**SUSTAINABLE BUILDING MEASURES:**

In addition to achieving LEED "Silver" Level Certification, Council Policy 900-14 encourages the following sustainable building measures for all newly constructed facilities and major renovation projects regardless of square footage:

1. Design and construct mechanical and electrical systems to achieve the maximum energy efficiency achievable with current technology. Consultants shall use computer modeling programs, (Energy Pro) to analyze the effects of various design options and select the set of options producing the most efficient integrated design. Energy efficiency measures shall be selected to achieve energy efficiencies at least 22.51% better than California's Title 24.2001 standards for both new construction and major renovation projects.
2. Incorporate self-generation using renewable technologies to reduce environmental impacts associated with fossil fuel energy use. Newly constructed City facilities shall generate a minimum of 10%, with a goal of 20% from renewable technologies (e.g., photovoltaic, wind and fuel cells).
3. Eliminate the use of CFC based refrigerants in newly constructed facilities and major building renovations and retrofits for all heating, ventilation, air conditioning and refrigerant-based building systems.
4. Incorporate additional commissioning and measurement and verification procedures as outlined by LEED 2.0 Rating System, Energy and Atmospheres, credit 3 and credit 5 for all projects over 20,000 sq. ft.
5. Reduce the quantity of indoor air contaminants that are odorous or potentially irritating to provide installer(s) and occupant(s) health and comfort. Low-emitting materials will include adhesives, paints, coatings carpet systems, composite wood and agri-fiber products.
6. In order to maximize energy efficiency measures within these requirements, projects will combine energy efficiency measures requiring longer payback periods, with measures requiring shorter payback periods to determine the overall project period.
7. Comply with the storm water development requirements in the Storm Water Management and Discharge Control Ordinance (Municipal Code § 43.03), and the City's grading and drainage regulations and implementing documents (MC § 142.01 and 142.02, respectively).

**CITY OF SAN DIEGO, CALIFORNIA**  
**COUNCIL POLICY**

In addition to achieving the minimum sustainable building measure this Council Policy encourages the following measures be incorporated into newly constructed facilities and major renovation projects whenever possible:

1. Use high efficiency irrigation technology, drought tolerant native plants and recycled site water to reduce potable water for irrigation by 50%. Additionally, building water consumption should be reduced by 30%.
2. Limit disruption of natural water flows and minimize storm water runoff by minimizing building footprints and other impervious areas, increasing on-site infiltration, preserving and/or restoring natural drainage systems, and reducing contaminants introduced into San Diego's bays, beaches and the ocean.
3. Facilitate the reduction of waste generated by building occupants that is hauled to and disposed of in landfills. Provide an easily accessible area that serves the entire building and is dedicated to the separation, collection and storage of materials for recycling. Recycling should include paper, glass, plastic and metals at a minimum.
4. Incorporate building products that have recycled content reducing the impacts resulting from the extraction of new materials. Newly constructed City facilities shall have a minimum of 25% of building materials that contain in aggregate, a minimum weighted average of 20% post consumer recycled content materials.
5. Reduce the use and depletion of finite raw and long-cycle renewable materials by replacing them with rapidly renewable materials. Newly constructed City facilities should consider incorporating rapidly renewable building materials for 5% of the total building materials.
6. Establish minimum indoor air quality (IAQ) performance to prevent the development of indoor air quality problems in buildings, maintaining the health and well being of the occupants. Newly constructed City facilities will comply with IAQ by conforming to ASHRAE 62-1999.
7. City buildings will be designed to take the maximum advantage of passive and natural sources of heat, cooling, ventilation and light.

The Environmental Services Department, Energy Conservation and Management Division has been designated by this Council Policy as the clearing authority for issues relating to energy for the City of San Diego. The Energy Conservation and Management Division will enter into a Memorandum of Understanding with those City Departments who design, renovate and build new city owned facilities to insure all new City facilities reflect the intent of Council Policy 900-14.

**PRIVATE-SECTOR/INCENTIVES:**

It shall be the policy of the City Council to expedite the ministerial process for projects which meet the following criteria:

CITY OF SAN DIEGO, CALIFORNIA  
**COUNCIL POLICY**

1. Residential projects that provide 50% of their projected total energy use utilizing renewable energy resources, (e.g., photovoltaic, wind and fuel cells).
2. Commercial and industrial projects that provide 30% of their projected total energy use utilizing renewable energy resources, (e.g., photovoltaic, wind and fuel cells).
3. Residential and commercial and industrial projects that exceed the State of California Title 24 energy requirements by:
  - a. 15% better than California's Title 24.2001 for Residential Buildings.
  - b. 10% better than California's Title 24.2001 for Commercial and Industrial Buildings.

It shall be the policy of the City Council to expedite the discretionary process for projects which meet the following criteria:

1. Incorporate the U.S. Green Building Council, Leadership in Energy and Environmental Design (LEED) 2.0 Rating System "Silver" Level Certification for commercial development projects.
2. Incorporate self-generation through renewable technologies (e.g., photovoltaic, wind and fuel cells) to reduce environmental impacts associated with fossil fuel energy use for commercial and industrial projects generating a minimum of 30% or more of the designed energy consumption from renewable technologies such as photovoltaic, wind and fuel cells.
3. Residential discretionary projects of 4 units or more within urbanized communities as defined in the Progress Guide and General Plan that provide 50% of their projected total energy use utilizing renewable energy resources.

**HEALTH AND RESOURCE CONSERVATION:**

1. Projects will be designed to avoid inflicting permanent adverse impact on the natural state of the air, land and water, by using resources and methods that minimize pollution and waste, and do not cause permanent damage to the earth, including erosion.
2. Projects will include innovative strategies and technologies such as porous paving to conserve water, reduce effluent and run-off, thus recharging the water table.
3. When feasible, native plants will be used in landscaping to reduce pesticide, fertilizer, and water usage.
4. Buildings will be constructed and operated using materials, methods, mechanical and electrical systems that ensure a healthful indoor air quality, while avoiding contamination by carcinogens, volatile organic compounds, fungi, molds, bacteria, and other known toxins.

**CITY OF SAN DIEGO, CALIFORNIA  
COUNCIL POLICY**

5. Projects will be planned to minimize waste through the use of a variety of strategies such as: a) reuse of materials or the highest practical recycled content; b) raw materials derived from sustainable or renewable sources; c) materials and products ensuring long life/durability and recyclability; d) materials requiring the minimum of energy and rare resources to produce and use; and e) materials requiring the least amount of energy to transport to the job site.

**OUTREACH / EDUCATION:**

1. An education and outreach effort will be implemented to make the community aware of the benefits of "Green Building" practices.
2. The City will sponsor a recognition program for innovative Green Building projects implemented in the public as well as private sector in an effort to encourage and recognize outstanding environmental protection and energy conservation projects.

**IMPLEMENTATION:**

The City will seek cooperation with other governmental agencies, public interest organizations, and the private sector to promote, facilitate, and implement Green Building and energy efficiency in the community.

**LEGISLATION:**

The City will support State and Federal legislation that promotes or allows sustainable development, conservation of natural resources, and energy efficiency technology.

**REFERENCES:**

Related existing Council Policies:  
400-11, Water Conservation Techniques  
400-12, Water Reclamation/Reuse  
900-02, Energy Conservation and Management  
900-06, Solid Waste Recycling

**HISTORY:**

Adopted by Resolution R-289457 11/18/1997  
Amended by Resolution R-295074 06/19/2001  
Amended by Resolution R-298000 05/20/2003

**CITY OF SAN DIEGO**  
**Consultant Performance Evaluation**

The purpose of this form is to provide historical data to City staff when selecting consultants.

**Section I**

1. PROJECT DATA		2. CONSULTANT DATA																	
1a. Project (title, location):  1b. Brief Description:  1c. Budgeted Cost: \$ _____ WBS/IO: _____	2a. Name and address of Consultant:  2b. Consultant's Project Manager: Phone: (____) _____																		
3. CITY DEPARTMENT RESPONSIBLE																			
3a. Department (include Division):	3b. Project Manager (address & phone):  Phone: (____) _____																		
4. & 5. CONTRACT DATA (DESIGN PHASE <input type="checkbox"/> OR CONSTRUCTION SUPPORT <input type="checkbox"/> )																			
<b>4. Design Phase</b>																			
Agreement Date: _____ Resolution #: R- _____		Initial Contract Amount 4a. \$ _____ 4b. Prev. Amendment(s): \$ _____																	
4c. Current Amendment: \$ _____ / Number: _____		4d. Total Agreement (4a. + 4b. + 4c.): \$ _____																	
4d. Type of Work (design, study, as-needed services, etc.):	4e. Key Design Phase Completion Dates:  <table style="width:100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">% of Design Phase Completion</td> <td style="text-align: center;">%</td> <td style="text-align: center;">%</td> <td style="text-align: center;">100%</td> </tr> <tr> <td>Agreed Delivery Date:</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> </tr> <tr> <td>Actual Delivery Date:</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> </tr> <tr> <td>Acceptance of Plans/Specs.:</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> </tr> </table>		% of Design Phase Completion	%	%	100%	Agreed Delivery Date:	_____	_____	_____	Actual Delivery Date:	_____	_____	_____	Acceptance of Plans/Specs.:	_____	_____	_____	Final Construction Est. Completion: _____ Actual Completion: _____
% of Design Phase Completion	%	%	100%																
Agreed Delivery Date:	_____	_____	_____																
Actual Delivery Date:	_____	_____	_____																
Acceptance of Plans/Specs.:	_____	_____	_____																
<b>5. Construction Support</b>																			
5a. Contractor _____ (name and address)		Phone (____) _____																	
5b. Superintendent _____																			
5c. Notice to Proceed _____ (date)	5f. Change Orders: Errors/Omissions _____ % of const. cost \$ _____ Unforeseen Conditions _____ % of const. cost \$ _____ Changed Scope _____ % of const. cost \$ _____ Changed Quantities _____ % of const. cost \$ _____ Total Construction Cost \$ _____																		
5d. Working days _____ (number)																			
5e. Actual Working days _____ (number)																			
6. OVERALL RATING FOR DESIGN PHASE <input type="checkbox"/> OR FOR CONSTRUCTION SUPPORT <input type="checkbox"/> )																			
	Excellent	Satisfactory	Poor																
6a. Quality of Plans/Specifications/As-Builts Compliance with Contract & Budget Responsiveness to City Staff	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>																
6b. Overall Rating _____																			
7. AUTHORIZING SIGNATURES																			
7a. Project Manager _____		Date _____																	
7b. Section Head _____		Date _____																	

Section II					SPECIFIC RATING				
DESIGN EVALUATION	EXCELLENT	SATISFACTORY	POOR	NA	CONSTRUCTION SUPPORT EVALUATION	EXCELLENT	SATISFACTORY	POOR	NA
Plans/Specifications accuracy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Drawing reflect existing conditions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Plans/Specs coordination	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	As-Built drawings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Plans/Specs properly formatted	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Quality design	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Code Requirements covered	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Change orders due to design deficiencies are minimized	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Adherence to City design standards	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Timely responses	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Attitude toward Client and review bodies	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Attitude toward Client and review bodies	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Follows direction and chain of responsibility	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Follows direction and chain of responsibility	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Work product delivered on time	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Timeliness in notifying City of major problems	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMPLIANCE WITH CONTRACT & BUDGET	EXCELLENT	SATISFACTORY	POOR	NA	Resolution of Field problems	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Reasonable agreement negotiation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Value Engineering Analysis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Adherence to fee schedule	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Adherence to project budget	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Timely responses	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Timeliness in notifying City of major issues	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Work product delivered on time	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Section III

SUPPLEMENTAL INFORMATION

(Please ensure to attach additional documentation as needed.)

Item  :

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Item  :

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Item  :

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Item  :

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(\*Supporting documentation attached: Yes  No )

**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 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:**

Construction Management Services for Pump Station 2 Power Reliability and Surge Protection Project  
Contract Number: H176824

**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, P.E., BCEE, Associate Vice President	760-621-8600	760-621-8602	
Contact Person, Title	Phone	Fax	

**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: Deleware

List corporation's current officers: President: Steve Edwards  
 Vice Pres: Multiple Vice Presidents  
 Secretary: Tim Triplett  
 Treasurer: Angela Hoffman



Is your firm a publicly traded corporation?  Yes  No

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Limited Liability Company** Date formed: \_\_\_/\_\_\_/\_\_\_ State of formation: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Partnership** Date formed: \_\_\_/\_\_\_/\_\_\_ State of formation: \_\_\_\_\_

List names of all firm partners:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Sole Proprietorship** Date started: \_\_\_/\_\_\_/\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Joint Venture** Date formed: \_\_\_/\_\_\_/\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**E. FINANCIAL RESOURCES AND RESPONSIBILITY:**

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

Yes  No

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

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

Yes  No

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

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

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

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

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

- 5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?
- 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: BMO Harris Bank - See Attached

Point of Contact: Brian Russ, Vice President, BMO Harris Bank

Address: 111 West Monroe Street, Suite 5C, Chicago IL 60603

Phone Number: 312-461-5118

- 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 *Pledge of Compliance 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: San Diego County Water Authority - San Vicente Dam Raise

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: July 2008 to 2013

Contract Amount: \$200 Million (Multiple Projects)

Requirements of Contract: Construction Management

Company Name: Encina Wastewater Authority - Biosolids Facility - Phase V Expansion

Contact Name and Phone Number: Kevin Hardy, 760-268-8811

Contact Email: kevin@encinajpa.com

Address: 6200 Avenida Encinas, Carlsbad, CA 92011

Contract Date: 2008-2009

Contract Amount: \$35 Million

Requirements of Contract: Planning, Design, Construction Management and Start-Up Services

Company Name: Chino Basin Desalter Authority - Chino II Desalter Reduction Facility (CRF)

Contact Name and Phone Number: Curtis Paxton, 909-218-3230

Contact Email: cpaxton@chinodesalter.org

Address: 11301 Harrel Street, Mira Loma, CA 91752

Contract Date: NTP 9/18/13 - Estimated Completion 12/15/2015

Contract Amount: \$46 Million

Requirements of Contract: 3rd Party Construction Management for Entire Phase III CDA Expansion Program

#### 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 *Pledge of Compliance 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 *Pledge of Compliance 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 write "Not Applicable."

Company Name: T-Squared Professional Engineers, Inc.

Contact Name and Phone Number: Fazad Tadayon, PE 760-560-0100

Contact Email: Farzad@tsqeng.com

Address: 1340 Specialty Drive, Suite E., Vista, CA 92081

Contract Date \_\_\_\_\_

Sub-Contract Dollar Amount: \$68,886

Requirements of Contract: Building Systems and Instrumentation & Control

What portion of work will be assigned to this subcontractor: 1.9%

Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Circle One) YES  NO

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

Company Name: Testing Services & Inspection, Inc.

Contact Name and Phone Number: Juan R. Diaz, 858-693-8824

Contact Email: tsi92113@yahoo.com

Address: 3030 Main Street, San Diego, CA 92113

Contract Date \_\_\_\_\_

Sub-Contract Dollar Amount: \$814,191

Requirements of Contract: Special Inspection

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

Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Circle One) YES  NO

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

Continuation from:

J. Statement of Contractors

Company Name: Coating Specialists and Inspection  
Contact Name and Phone Number: Todd Tendler 818-216-1979  
Contact Email: ttendler@csiservices.biz  
Address: P.O. Box 801357 Santa Clarita, CA 91380  
Contract Date: September 20, 2016

Sub-Contract Dollar Amount: \$26,394

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Requirements of Contract: Coatings

What portion of work will be assigned to this subcontractor: 0.7%

Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE (Circle One)  
YES  NO

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

---

Continuation from:

J. Statement of Contractors

Company Name: ABC Acoustics, Inc  
Contact Name and Phone Number: Sharo 858-550-9055  
Contact Email: Sharo@abcacoustics.com  
Address: 7660 Fay Avenue, Suite H-150, La Jolla, CA 92037  
Contract Date: September 20, 2016

Sub-Contract Dollar Amount: \$14,008

Requirements of Contract: Acoustics

What portion of work will be assigned to this subcontractor: 0.40%

Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Circle One)  
YES  NO

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

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Company Name: RCS Rockwell Construction Services, LLC  
Contact Name and Phone Number: Jim Hudson 760-715-3082  
Contact Email: jim.hudson.rcs@gmail.com  
Address: 314800 Justin Place, Valley Center, CA 92082  
Contract Date: September 20, 2016

Sub-Contract Dollar Amount: \$161,298

Requirements of Contract: Instrumentation & Control Inspection

What portion of work will be assigned to this subcontractor: 4.5%

Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Circle One)  
YES  NO

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

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**K. STATEMENT OF AVAILABLE EQUIPMENT:**

List all necessary equipment to complete the work specified. Use *Pledge of Compliance Attachment "A"* if additional pages are necessary. 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 write "Not Applicable."

Equipment Description: Not Applicable

Owned  Rented  Other  (explain below)

If Owned, Quantity Available: \_\_\_\_\_

Year, Make & Model: \_\_\_\_\_

Explanation: \_\_\_\_\_

Equipment Description: Not Applicable

Owned  Rented  Other  (explain below)

If Owned, Quantity Available: \_\_\_\_\_

Year, Make & Model: \_\_\_\_\_

Explanation: \_\_\_\_\_

Equipment Description: Not Applicable

Owned  Rented  Other  (explain below)

If Owned, Quantity Available: \_\_\_\_\_

Year, Make & Model: \_\_\_\_\_

Explanation: \_\_\_\_\_

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

Initial submission of *Contractor Standards Pledge of Compliance*.

Update of prior *Contractor Standards Pledge of Compliance* dated \_\_\_\_ / \_\_\_\_ / \_\_\_\_.



January 7, 2015

Re: Black & Veatch

To Whom It May Concern:

BMO Harris Bank N.A. is the principal bank for Black & Veatch Holding Company's \$600 million multi-year committed credit facility, which terminates in February 2018. The facility is available to Black & Veatch and its affiliate companies.

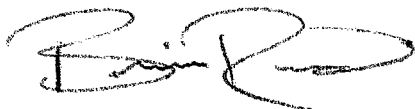
Other member banks in the facility include:

- Bank of America, N.A.
- BNP Paribas
- HSBC Bank USA, National Association
- Union Bank, N.A.
- U.S. Bank National Association
- Wells Fargo Bank, National Association
- Commerce Bank, N.A.
- Bank of Kansas City
- The Northern Trust Company

Black & Veatch is a client in excellent standing, paying all obligations to date as agreed. Our relationship with the Company dates to 1991.

Should you have any questions regarding the above, please feel free to call me at (312) 461-5118.

Best Regards,



Brian Russ  
Vice President  
BMO Harris Bank  
111 West Monroe Street, 5C  
Chicago, IL 60603



**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 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. 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 to respond to a request for information within ten (10) working days.

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

Kevin N. Davis, P.E., BCEE Associate Vice President		May 31, 2017
_____ Name and Title	_____ Signature	_____ Date

City of San Diego Purchasing & Contracting Department  
CONTRACTOR STANDARDS  
Pledge of Compliance Attachment "A"

Provide additional information in space below. Use additional *Pledge of Compliance Attachment "A"* pages as needed; sign each page. Print in ink or type responses and indicate question being answered. Information provided will be available for public review, except if exempt from disclosure pursuant to applicable law.

**F. Performance History**

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** - Black & Veatch Corporation ("Black & Veatch"), together with its affiliates, constitutes a large, international engineering and construction firm. Inevitably, like similarly-sized firms, at any given point in time we are involved with claims and litigation. Black & Veatch maintains a program of insurance to protect against claims arising out of its work. In the opinion of Black & Veatch management, no pending claim or litigation will have a material impact on Black & Veatch's ability to execute this project.

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** - Black & Veatch Corporation ("Black & Veatch"), together with its affiliates, constitutes a large, international engineering and construction firm. Inevitably, like similarly-sized firms, at any given point in time we are involved with claims and litigation. Black & Veatch maintains a program of insurance to protect against claims arising out of its work. In the opinion of Black & Veatch management, no pending claim or litigation will have a material impact on Black & Veatch's ability to execute this project.

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** - Black & Veatch Corporation ("Black & Veatch"), together with its affiliates, constitutes a large, international engineering and construction firm. Inevitably, like similarly-sized firms, at any given point in time we are involved with claims and litigation. Black & Veatch maintains a program of insurance to protect against claims arising out of its work. In the opinion of Black & Veatch management, no pending claim or litigation will have a material impact on Black & Veatch's ability to execute this project.

2017 List of Black & Veatch Officers

- |                   |                 |                          |                    |
|-------------------|-----------------|--------------------------|--------------------|
| Steve Edwards     | Scott Roesle    | Jim Lewis                | Anthony Koodie     |
| Ralph Dyro        | John Johnson    | Paul Weida               | Fredrik Winterlind |
| David Egger       | Carl Petz       | Clint Robinson           | Derek Cambridge    |
| Doug Miller       | Brent Burger    | Mike Gammill             | Richard King       |
| Mohan Tahiliani   | Luis Cabreriza  | Mike Gaumnitz            | Tom Guenther       |
| Brad Warn         | Mike Baker      | Brian Britton            | David McMenemie    |
| Mark Bennett      | Eric Gaston     | Dean Oskvig              | Sheri Blauwiel     |
| Ralph Eberts      | Dave Kerns      | Ed Walsh                 | Dave Abrams        |
| Cindy Wallis-Lage | Christi Driver  | Ernest Wright            | Hoe Wai Cheong     |
| David Mendelsohn  | Cathy Weber     | Kerry Erington           | William Yong       |
| Kurt Westermann   | John Gustke     | Donnie Ginn Jr.          | Sheldon Wood       |
| Jim Hengel        | Joe Plubell     | Mark Amick               | Brenda Greig       |
| Dale Lindberg Jr. | Scott Stallard  | Craig Anderson           | Mark Fournier      |
| Gregory Wayne     | Ryan Elbert     | Christopher Ruddle       | Bob Germinder Jr.  |
| Jim O'Connor      | Javid Talib     | Tengjie Li               | George Gruber      |
| Eric Oldenhuis    | Gary Townsend   | Hector Brouwer De Koning | Patrick Pelissero  |
| Curtis Brown      | Bruce Van Heest | Aaron Lewis              | Dave Harris        |
| Ted Pintcke       | Michael Wadley  | Gary Martin              | Garry Hart         |
| Keith Small       | Dale Williams   | Craig Connell            | Bob Joerger        |
| Shahid Brown      | Morgen Fagan    | James Coyle              | Glenda Friesen     |
| Eric Tan          | Rick Crowdis    | Susan Lee                | Dan Schmidt        |
| Kevin Currence    | Michael Serafin | James Schnieders         | Jim Doull          |

Lés Lampe	Mark Schrimp	Steve Duxbury	Roger Lenertz
Tiffany Coleman	Ted Andry	John Felski	Vladimir Kantor
Tom O'Brien	Terry Apple	Fred Freeland	Prahlad H.R. Kaushik
Anand Pattani	Stan Armbruster	Lee Mather	Kevin Kerschen
Tom Phillips	Jingquan Gai	Jim Gettinger	Dave Koehler
Jose Pires	Kevin Davis	Stephen Gibbs	Randy Kriesel
Marijan Podrebarac	Mark Gake	Luis Gil	Len Kriesky
James Strayer	Jack Brake	Donnie Griffin	Kerry Kruzal
John Rector	Dave Brill	Steve Williams	Jeff Kurtz
Brian Schmidt	Doug Butcher	Steve Heyborne	Larry Lee
Curt Smith	Andrew Byers	Richard Hirsch	David Lefebvre
Allen Sneath	Albert Cabrera	Dave Holt	David Leligdon
Steve Stark	Dave Campbell	Roosevelt Huggins	Joseph Mahendran
Dan Meyer	Tom Christensen	John Hughes	Robin Winslett
Dave Walker	Bill Crabb Jr.	John Johnson	Mark McDermott
Spencer Davis	John Davisson	Bill McAleb	John Morrow
Jim Clark	Brett Gerhart	Jennifer Julian	Jack Nagle
Bill Van Dyke	John Voeller	Doug Anderson	Huang Xiaoyong
Bob Joeger	Matt Webber	Gregory Clum	Chris Gould
Mike Goff	Lou Graving	Jay Sigman	Thomas Wahl
Todd Dudley	Steve Mitts	Karen Daniel	Angela Hoffman
Jeffrey Stamm	John Hardt	Kevin Hinkle	Jerry Myers
Keith Didriksen	Lori Kelleher	Dave Parish	Tom Reorda
Tim Triplett	Peter Loftspring	Sam Scupham	Adrienne Mickells
Dennis Schapker	Stuart Shaw	Alap Shah	John Chevrette
Mark Duckworth	Robert Brnilovich	Russ Feingold	Ronald Krage
Lyle White	Owen Newman	Joy Johnson	Ryan Pletka
John Achenbach	Jon Gribble	Daniel Rueckert	Jason Schottler
Andy Powell	Suqing Wang	Marty Travers	John Janchar
Jenny Meegan	Gary Jamison	Brian Van Long	John Murphy
Dave Hollowell	Christopher Kraft	Jason Zoller	Jim Sundberg
Jacque Hansen	John Marshall	Dan Kieny	Lisa Terry
Greg Bahora	Kent Kringen	Brian Klausner	Tim Palmer
Sean Terrell	Matthew Lee	Bruce Allender	William Breckenridge
John George	Shawn Hoffart	Richard Jacober	Charles Mitchell
Joseph Conradt	Robert Crandall	Michael King	Christopher Koller

**City of San Diego Purchasing & Contracting Department**  
**CONTRACTOR STANDARDS**  
*Pledge of Compliance Attachment "A"*

Michael Orth	Don Stevens
Donald Parr	Erv Meyers
Matthew Nott	John Tattersall
Faruk Oksuz	Jim Welp
Bob Welch	Alan Man
Will Williams	David Timmerman
Tom Ratzki	Richard Waite
Jon Doane	Jeff Wells
Scott Kinner	Dan Buhrmaster
Daniel LeBlanc	Norman Song
David Kinchen	Brad Hemken
Christina Ko	Scott Aitken
Chris Mueller	Paul Lloyd-Henry
Jeff Coggins	Brent Reuss
Dean Siegrist	Fred Ellermeier
Patrick O'Neill	Sean Goldwasser
Sanjay Reddy	Jim Hawkins
Kent Lackey	Brady Hays
Mark Steichen	Jeff Henson
Blake Childress	Bob Hulsey
James Spenceley	Louis Nemeth
Carlos Araoz	James Currie
David Carlson	David Kinchen
Chris Scott	Mark Allan
Steve Foellmi	Mike Johnson
Joe Aillet	Mark Steichen
Mike Barcroft	Paul Kneitz
Ian Barrett	Peter Cohlma
Paul Boersma	Andrew Shaw
Matt Bond Jr.	Jeff Neeman
David Brown	Bill Taylor
Randy Romack	

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments 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, P.E., BCCE  
 Associate Vice President

Print Name, Title



Signature

May 31, 2017

Date

REGARDING INFORMATION REQUESTED UNDER THE  
CALIFORNIA PUBLIC RECORDS ACT

The undersigned duly authorized representative, on behalf of the named Contractor declares and acknowledges the following:

The contents of this contract and any documents pertaining to the performance of the contract requirements/Scope of Services resulting from this contract are public records, and therefore subject to disclosure unless a specific exemption in the California Public Records Act applies.


If a Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor will hold the City harmless for release of this information.

It will be the Contractor's obligation to defend, at Contractor'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 Contractor's request. Furthermore, the Contractor 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 Contractor's request.

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

Black & Veatch Corporation  
Name of Firm  
  
Signature of Authorized Representative

Kevin N. Davis, P.E., BCEE  
Printed/Typed Name

May 31, 2017  
Date

# CONSULTANT CERTIFICATION

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## AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

PROJECT TITLE: Construction Management for the Pump Station 2 Power Reliability and Surge Protection Project  
Contract Number: HI176824

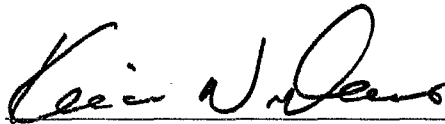
I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-4 regarding the American With Disabilities Act (ADA) outlined in Article IV, "ADA Certification", of the Agreement, and that;

Black & Veatch Corporation

(Name under which business is conducted)

has in place workplace program that complies with said policy. I further certify that each subcontract agreement for this project contains language which indicates the subcontractor's agreement to abide by the provisions of the policy as outlined.

Signed



Printed Name Kevin N. Davis, P.E., BCEE

Title Associate Vice President