

ORIGINAL

**AGREEMENT BETWEEN  
THE CITY OF SAN DIEGO  
AND  
SILLMAN WRIGHT ARCHITECTS (SILLMAN)  
FOR  
EMTS NTC LABORATORY REMODEL AND  
NTC LAB SOLAR IMPLEMENTATION**

**CONTRACT NUMBER: H2125840**

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**DESIGN PROFESSIONAL AGREEMENT EXHIBITS**

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

**AGREEMENT BETWEEN**  
**THE CITY OF SAN DIEGO**  
**AND SILLMAN WRIGHT ARCHITECTS (SILLMAN)**  
**FOR DESIGN PROFESSIONAL SERVICES**

THIS Agreement is made and entered into between the City of San Diego, a municipal corporation [City], and Sillman Wright Architects (SILLMAN) [Design Professional] for the Design Professional to provide Professional Services to the City for the EMTS NTC Laboratory Remodel and NTC Lab Solar Implementation [Project].

**RECITALS**

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

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

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

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

**ARTICLE I**  
**DESIGN PROFESSIONAL SERVICES**

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

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

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

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

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

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

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

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

## **ARTICLE II DURATION OF AGREEMENT**

**2.1 Term of Agreement.** This Agreement shall be effective on the date it is executed by the last Party to sign the Agreement, and approved by the City Attorney in accordance with San Diego Charter Section 40. Unless otherwise terminated, it shall be effective until completion of the Scope of Services or for no more than **one hundred and nine (109)** months following the date of its execution by the City; whichever is the earliest. Any

extension beyond one hundred and nine (109) months will require City Council approval via Ordinance.

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

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

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

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

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



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

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

### ARTICLE III COMPENSATION

**3.1 Amount of Compensation.** The City shall pay the Design Professional for performance of all Professional Services rendered in accordance with this Agreement, including reasonably related expenses, a total contract amount not exceeding \$2,411,734. The compensation for the Scope of Services shall not exceed \$2,131,734, and the compensation for Additional Services (described in Section 3.2), if any, shall not exceed \$280,000.

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

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

**3.4 Additional Costs.** Additional Costs are those costs that can be reasonably determined to be related to the Design Professional's errors or omissions, and may include

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

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

#### **ARTICLE IV DESIGN PROFESSIONAL'S OBLIGATIONS**

**4.1 Industry Standards.** The Design Professional agrees that the Professional Services rendered under this Agreement shall be performed in accordance with the standards customarily adhered to by an experienced and competent professional architectural firm using the degree of care and skill ordinarily exercised by reputable professionals practicing in the same field of service in the State of California. Where approval by the City, the Mayor or his designee, or other representatives of the City is required, it is understood to be general approval only and does not relieve the Design Professional of responsibility for complying with all applicable laws, codes, and good consulting practices.

#### **4.2 Right to Audit.**

**4.2.1 Access.** The City retains the right to review and audit, and the reasonable right of access to Design Professional's and any Subcontractor's premises to review and audit the Design Professional's or Subcontractor's compliance with the provisions of this Agreement [City's Right]. The City's Right includes the right to inspect and photocopy same, and to retain copies, outside of the Design Professional's premises, of any and all Project-related records with appropriate safeguards, if such retention is deemed necessary by the City in its sole discretion. This information shall be kept by the City in the strictest confidence allowed by law.

**4.2.2 Audit.** The City's Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that the City determines are necessary to discover and verify that the Design Professional or Subcontractor is in compliance with all requirements under this Agreement.

**4.2.2.1 Cost Audit.** If there is a claim for additional compensation or for Additional Services, the City's Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the City determines are necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.

**4.2.2.2 Accounting Records.** The Design Professional and all Subcontractors shall maintain complete and accurate records in accordance with Generally Accepted Accounting Practices in the industry. The Design Professional and Subcontractors

shall make available to the City for review and audit; all Project-related accounting records and documents, and any other financial data. Upon the City's request, the Design Professional and Subcontractors shall submit exact duplicates of originals of all requested records to the City.

**4.2.3 City's Right Binding on Subcontractors.** The Design Professional shall include the City's Right as described in Section 4.2, in any and all of their subcontracts, and shall ensure that these sections are binding upon all Subcontractors.

**4.2.4 Compliance Required before Mediation or Litigation.** A condition precedent to proceeding with mandatory mediation and further litigation provided for in Article VII is the Design Professional's and Subcontractors full compliance with the provisions of this Section 4.2 within sixty days of the date on which the City mailed a written request to review and audit compliance.

**4.3 Insurance.** The Design Professional shall not begin the Professional Services under this Agreement until it has: (a) obtained, and provided to the City, insurance certificates and endorsements reflecting evidence of all insurance required in Article IV, Section 4.3.1; however, the City reserves the right to request, and the Design Professional shall submit, copies of any policy upon reasonable request by the City; (b) obtained City approval of each company or companies as required by Article IV, Section 4.3.3; and (c) confirmed that all policies contain the specific provisions required in Article IV, Section 4.3.4 of this Agreement. However, failure to obtain the required documents prior to the Professional Services commencing shall not waive Design Professional's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this Agreement, at any time. Design Professional's liabilities, including but not limited to Design Professional's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Except as provided for under California law, all policies of insurance required hereunder must provide that the City is entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies. Maintenance of specified insurance coverage is a material element of this Agreement and Design Professional's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of contract by the City.

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

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

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

**4.3.1.2 Commercial Automobile Liability.** For all of the Design Professional's automobiles including owned, hired and non-owned automobiles, the Design Professional shall keep in full force and effect, automobile insurance written on an ISO form

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

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

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

**4.3.1.5 Contractors Pollution Liability Insurance.**

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

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

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

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

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

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

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

**4.3.3 Acceptability of Insurers.**

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

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

**4.3.4 Required Endorsements.**

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

**4.3.4.1 Commercial General Liability Insurance Endorsements.**

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

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

**4.3.4.2 Worker's Compensation and Employer's Liability Insurance Endorsements.**

**WAIVER OF SUBROGATION.** The Worker's Compensation policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected officials, officers, employees, agents and representatives for losses paid

under the terms of this policy or these policies which arise from work performed by the Named Insured for the City.

#### **4.3.4.3 Contractors Pollution Liability Insurance Endorsements.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **4.5 Contract Records and Reports.**

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

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

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

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

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

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

#### **4.6 Non-Discrimination Requirements.**

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE V  
RESERVED**

## **ARTICLE VI INDEMNIFICATION**

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

### **6.2 Design Professional Services Indemnification and Defense.**

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

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

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

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

## **ARTICLE VII MEDIATION**

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

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



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

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

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

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

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

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

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

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

## **ARTICLE VIII INTELLECTUAL PROPERTY RIGHTS**

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

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

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

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

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

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

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

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

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

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

#### **ARTICLE IX MISCELLANEOUS**

**9.1 Notices.** In all cases where written notice is required under this Agreement, service shall be deemed sufficient if the notice is deposited in the United States mail, postage paid. Proper notice shall be effective on the date it is mailed, unless provided otherwise in this Agreement. For the purpose of this Agreement, unless otherwise agreed in writing, notice to the City shall be addressed to: Engineering & Capital Projects Department, c/o Farhad Hossan, 525 B Street, San Diego, CA 92101, and notice to the Design Professional shall be addressed to: Sillman Wright Architects (SILLMAN), Brett Tullis, 7515 Metropolitan Drive, Suite 400, San Diego, CA 92108, btullis@sillmanarch.com.

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

**9.3 Non-Assignment.** The Design Professional shall not assign the obligations under this Agreement, whether by express assignment or by sale of the company, nor any monies due or to become due, without the City's prior written approval. Any assignment in violation of this paragraph shall constitute a Default and is grounds for immediate termination of this Agreement, at the sole discretion of the City. In no event shall any putative assignment create a contractual relationship between the City and any putative assignee.

**9.4 Independent Contractors.** The Design Professional and any Subcontractors employed by the Design Professional shall be independent contractors and not agents of the City. Any provisions of this Agreement that may appear to give the City any right to direct the Design Professional concerning the details of performing the Professional Services, or to exercise any control over such performance, shall mean only that the Design Professional shall follow the direction of the City concerning the end results of the performance.

**9.5 Design Professional and Subcontractor Principals for Professional Services.** It is understood that this Agreement is for unique Professional Services. Retention of the Design Professional's Professional Services is based on the particular professional expertise

of the following members of the Design Professional's organization: Brett Tullis [Project Team]. Accordingly, performance of Professional Services under this Agreement may not be delegated to other members of the Design Professional's organization or to Subcontractors without the prior written consent of the City. It is mutually agreed that the members of the Project Team are the principal persons responsible for delivery of all Professional Services and may not be removed from the Project Team without the City's prior written approval. Removal of any member of the Project Team without notice and approval by the City may be considered a default of the terms and conditions of this Agreement by the Design Professional. In the event any member of the Project Team becomes unavailable for any reason, the City must be consulted as to any replacement. If the City does not approve of a proposed replacement, the City may terminate this Agreement pursuant to section 2.6 of this Agreement. Further, the City reserves the right, after consultation with the Design Professional, to require any of the Design Professional's employees or agents to be removed from performance of the Scope of Services.

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

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

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

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

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

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

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

writing by both Parties. All prior negotiations and agreements are merged into this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

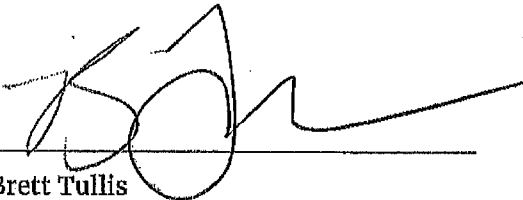
Nothing in this Agreement creates any obligation for the City to notify the Design Professional or obtain the Design Professional's approval or consent before releasing information subject to disclosure under the California Public Records Act.

**9.25 Equal Pay Ordinance.** Unless an exception applies, Design Professional shall comply with the Equal Pay Ordinance (EPO) codified in the San Diego Municipal Code (SDMC) at section 22.4801 through 22.4809. Design Professional shall require all of its subconsultants to certify compliance with the EPO in their written subcontracts. Design Professional must post a notice informing its employees of their rights under the EPO in their workplace or job site. By signing this Agreement with the City of San Diego, Design Professional acknowledges the EPO requirements and pledges ongoing compliance with the requirements of SDMC Division 48, section 22.4801 et seq., throughout the duration of this Agreement.

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IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor, pursuant to Ordinance Number 0-21556, authorizing such execution, and by the Design Professional pursuant to Sillman Wright Architects (SILLMAN)'s signature authority document.

I HEREBY CERTIFY I can legally bind Sillman Wright Architects (SILLMAN) and that I have read all of this Agreement, this 2<sup>nd</sup> day of August, 2022.

By   
Brett Tullis  
President

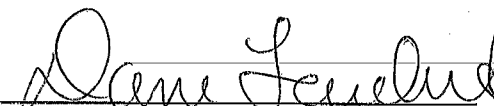
Dated this 7<sup>th</sup> day of December, 2022.

THE CITY OF SAN DIEGO  
Mayor or Designee

By   
Cindy Crocker  
Principal Contract Specialist

I HEREBY APPROVE the form of the foregoing Agreement this 10<sup>th</sup> day of December, 2022.

MARA W. ELLIOTT, City Attorney

By   
Dana C. Fairchild  
Deputy City Attorney

**DESIGN PROFESSIONAL AGREEMENT**  
**EXHIBITS**



# SCOPE OF SERVICES

## 1.0 PROJECT BACKGROUND

The City of San Diego's Public Utilities Department (PUD) Environmental Monitoring and Technical Services (EMTS) Division monitors the quality of San Diego's drinking water, wastewater, recycled water, Pure Water, storm water, and surrounding ocean environments to determine regulatory compliance. The Naval Training Center Harbor laboratory (NTC), in its current condition and configuration, will not be able to meet the upcoming State of California Environmental Laboratory Accreditation Program (ELAP) standards due to outdated climate control and safety systems. Furthermore, the NTC Lab facility is in need of strategic system upgrades and remodeling of lab spaces in order to increase its functionality (including a new 2000SF building for Ocean Operations), address recurring HVAC and mechanical issues, and structural/seismic retrofitting for code compliance. The project also includes NTC Lab Solar Implementation, to design and install a proposed Photo Voltaic (PV) System and Parking Lot Carport Structure. The Solar Implementation will provide renewable energy to the buildings and take a step towards reducing carbon emission. For the Project Scope of Services assessment report, please refer to the Final Assessment Report prepared by Carollo Engineers, Inc. dated May 2019.

The project is located within the Peninsula Community in Council District 2. Please refer to Appendix A for the Project's Location Map.

## 2.0 SCOPE OF SERVICES

The Scope of Services defines the extent of the Design Professional services necessary to complete the required work and documents specified herein for design plans, specifications, and estimate (PS&E), assistance during the Bid and Award phase, Construction phase, and until project closeout of EMTS NTC Laboratory Remodel herein referred to as the Project. PS&E shall include all the engineering design, technical reports, and supporting documents necessary to design and construct the improvements specified herein. The PS&E shall be included with the 30%, 60%, 90%, and 100% Final Packages. The design deliverables shall be completed utilizing Revit and a full Building Information Modeling (BIM) will be delivered to the City at each

design stage.

**2.1 PROJECT MANAGEMENT:**

2.1.1 Provide project management support to the City in the execution of the project's design phase, and design-related tasks during bid and award, construction, and post-construction phase.

2.1.2 Provide coordination and communications between the City Project Management staff and the Design Professional's staff as necessary to keep the entire project team informed of the project's progress on key issues and decisions. The Design Professional shall inform the City of subconsultant activities and relay any feedback from City staff.

**2.1.3 Project Meetings**

2.1.3.1 Facilitate planning, permitting, and review meeting with the City to identify, review, and update, as necessary, design key elements. Anticipated meetings include, but are not limited to:

- a. Project Kick-Off Meeting
- b. Submittal Meetings
- c. Environmental Documents/Permits Coordination Meetings
- d. Community Meetings
- e. Jurisdictional Agency Meetings
- f. Construction Phasing Meetings
- g. On-Site Coordination Meetings
- h. Design Coordination Meetings
- i. Construction Progress Meetings

2.1.3.2 The Design Professional shall prepare agenda,

drawings/exhibits, and meeting minutes for each meeting.

**2.1.3.3 Partnering**

The Design Professional shall hire and retain a neutral IPI certified Facilitator that will conduct semi-annual partnering meetings, not exceeding (8) partnering meetings throughout the design duration.

The Design Professional and major sub consultants will be part of semi-annual Partnering meetings during construction, not exceeding (6) partnering meetings throughout the construction duration. Please refer to Appendix B – International Partnering Institute (IPI) Standard Partnering Specification.

The Design Professional shall include a Partnering Fee line item in their proposal.

**2.1.4 Project Coordination**

**2.1.4.1 Parking Lot**

The Design Professional shall coordinate the scope of services related to Parking Lot Improvements including the Solar PV Implementation with the Public Utilities Department, San Diego State University, and other stakeholders, to incorporate owner's project requirements and bases of design of the project.

**2.1.4.2 Public Art**

The Design Professional shall coordinate with the City and the City of San Diego Commission for Arts and Culture, to plan for how the artwork in the Civic Art Collection currently integrated with the NTC Laboratory Facility shall be addressed during and after the construction of the facility. Please refer to link below for more information on the artwork:

<https://www.sdcivkartcollection.com/portals/civic-art-collection/#asset/2477>

2.1.4.3 Telecommunications, Audio-Visual, and IT Coordination

The Design Professional shall coordinate with the City IT Department to address how the IT Security, Remote Access to the Energy Management System, Existing and New Connections to the EMTS NTC Laboratory Building to be remodeled, New Ocean Operations Building to be constructed, and the Temporary Trailers, shall be incorporated into the design of the project. The design professional shall develop full plans and specifications for all IT and telecommunications needs.

“A Project Management Professional (PMP) Certified IT Project Manager shall be retained throughout the duration of the project for systems gathering, developing SANNET and IT specifications, and coordinating with contractor for installation.”

The Design Professional shall develop plans and specifications for all Audio-Visual Needs.

2.1.4.4 Security System

The Design Professional shall investigate the existing security system at the site and coordinate with the City to incorporate Owner’s Project Requirements related to security system upgrades (e.g., camera, fence, etc.) into the design of the project.

2.1.4.5 Furniture, Fixtures, and Equipment (FF&E)

The Design Professional shall gather FF&E needs from the client and develop full plans and specifications for the new improvements and the temporary trailers. Special Laboratory

equipment will need to be designed, Design Professional must demonstrate past experience in designing laboratory facilities.

**2.1.5 Monthly Invoices and Schedule Update**

2.1.5.1 Prepare monthly invoices and schedule for services provided by the Design Professional's Team. Establish, monitor, and maintain project scheduling and budget controls. Initiate corrective action when deviations from scheduled task completions and budgets arise. The schedule shall include project tasks, interrelationships, milestones, and intermediate and final project deliverables, in accordance with the City of San Diego and other municipalities' guidelines and standards.

**2.1.6 Monthly Progress Reports**

2.1.6.1 The Design Professional shall prepare monthly progress reports to provide coordination and communications between its own project management team and individual task managers of the various project elements, activities, and tasks. Develop the format of the final monthly progress report in coordination with the City's Project Manager. The reports shall be used by the City for briefings that may be required. The reports shall be attached to the monthly invoices and it must include, but are not limited to:

- a. Schedule Information
- b. Percentage of Individual Task Completion
- c. Budget Information
- d. Problems Encountered
- e. Design Professional Action Items
- f. City Action Items

g. Resolved Items and Resolutions

**2.1.7 Quality Assurance / Quality Control (QA/QC)**

2.1.7.1 A formal in-house quality control review shall be conducted on content being distributed to the City throughout the design process. The Design Professional shall have in place, a quality assurance / quality control process for the duration of this effort. A formal QA/QC shall be conducted at each designated deliverable to the City.

**2.2 ENVIRONMENTAL SERVICES:**

2.2.1 Required technical studies and reports, needed to obtain environmental documents and permits, shall be provided by the Design Professional. The environmental documents, permits, and coordination include, but are not limited to:

2.2.1.1 Coastal Development Permit

The Design Professional shall provide the required public notification documents for application for Coastal Development Permit by the California Coastal Commission (CCC), including but not limited to:

- a. Assessor's Parcel Map(s) showing the proposed development site and all adjacent properties within 100 feet of the project boundary.
- b. List of neighboring property owners and occupants.
- c. Stamped Envelopes addressed to neighboring property owners and occupants and other interested parties.
- d. Vicinity Maps
- e. Prepare and provide responses to any CCC inquiries.

2.2.1.2 Public Notification

The Design Professional shall provide the required documents for Public Noticing set forth in the City of San Diego Development Services Department Information Bulletin 512.

- 2.2.1.3 California Environmental Quality Act (CEQA) Consistency Determination
  - 2.2.1.4 CEQA Plus
  - 2.2.1.5 Notice of Exemption (NOE)
  - 2.2.1.6 Notice of Right to Appeal (NORA)
  - 2.2.1.7 Storm Water Applicability Checklist (DS-560)
  - 2.2.1.8 Climate Action Plan (CAP) Consistency Checklist
  - 2.2.1.9 Reports, Monitoring, and Documents Required by Solid Waste Local Enforcement Agency (LEA)
  - 2.2.1.10 Cultural/Historical Resources Report formatted per CEQA Plus Guidelines
  - 2.2.1.11 Air Quality Modeling Analysis formatted per CEQA Plus Guidelines
  - 2.2.1.12 Tribal Consultation in accordance with Assembly Bill 52 (AB 52)
  - 2.2.1.13 FAA notification
- 2.2.2 The Design Professional shall provide support to the City during the State Revolving Fund (SRF) loan application process. The process is an environmental review process administered by the State Water Resources Control Board (SWRCB). The submittal would include, but not limited to, a Cultural/Historical Resources Report and an Air Quality Modeling Analysis formatted per CEQA Plus guidelines, will be required. The following is a link to the application:  
[https://www.waterboards.ca.gov/drinking\\_water/services/funding/documents/srf/dwsrf\\_policy/h4\\_dwsrf\\_application\\_const\\_environmenta](https://www.waterboards.ca.gov/drinking_water/services/funding/documents/srf/dwsrf_policy/h4_dwsrf_application_const_environmenta)

l.pdf

**2.3 ACCESSIBILITY:**

2.3.1 The Design Professional shall incorporate the accessibility requirements in the design where applicable. Please refer to the Preliminary Accessibility Evaluation Report dated September 2020 that was prepared for the project. It is the Design Professional's responsibility to ensure that the project design complies with accessibility codes and regulations.

**2.4 PRELIMINARY DESIGN:**

2.4.1 The objective of the Preliminary Design Phase is to develop the general program for the project, including both project definition and estimated cost. The work of this phase shall include conducting cost estimating and life cycle cost analyses, field explorations and assessments, constructability and phasing analyses, coordination with local and state agencies, and additional activities as described in the following:

**2.4.2 Program Verification**

2.4.2.1 Meeting/s with City and EMTS NTC Laboratory staff to discuss scope, program requirements, owner project requirements, basis of design, and obtain information on any specific laboratory issues that should be considered based on observations and experience.

**2.4.3 Collect Existing Conditions Data**

2.4.3.1 Existing conditions data shall be collected, and pertinent record drawings shall be researched. Design Professional shall conduct site survey and prepare the base map for existing topographic features and utilities. The Survey CADD files shall be in compliance with the latest City of San Diego CADD Standards and Survey Deliverable Requirements.

2.4.3.2 Design Professional shall pothole the location and depth of all



utilities inside the limit of work and verify that there are no utility conflicts.

- 2.4.3.3 Design professional shall perform and develop a full condition assessment report for all of the major building elements such as but not limited to: Structural, HVAC, Plumbing, Electrical/Lighting, and Mechanical systems.

**2.4.4 Community Outreach and Presentation**

- 2.4.4.1 The Design Professional shall assist the City in providing presentation(s) via a community outreach to the applicable community groups.

**2.4.5 Conduct Subsurface Investigation**

- 2.4.5.1 It is the Design's Professional responsibility to determine the need, type, and methodology of any subsurface investigation.
- 2.4.5.2 The Design Professional shall conduct soil and pavement investigation to determine the existing pavement and soil conditions. Design Professional shall conduct soil testing to characterize the underlying soils and provide recommendations to be incorporated in the design. The results shall be documented in a geotechnical report and shall follow the City's Guideline for Geotechnical Reports.
- 2.4.5.3 The Design Professional shall prepare an exhibit showing approximate locations of geotechnical borings or trenches to the City to determine if the work shall be subject to Information Bulletin 511 "Requirements for Public Projects Site Reconnaissance and Testing."

**2.4.6 Develop a Preliminary Construction Phasing Concept**

- 2.4.6.1 The Design Professional shall develop preliminary construction phasing concept for the project that shall address staff

relocation during construction. The preliminary construction phasing includes, but is not limited to:

- a. Sequence of Work – Construction Activities
- b. Temporary Trailers – The Design Professional shall include the design for the temporary trailers as part of the design deliverables at 30%, 60%, 90%, 100%/Final which shall include but not limited to:
  - i. Locations
  - ii. Layout, Elevations, Details
  - iii. Accessibility Plan
  - iv. Furnitures, Fixtures, & Equipment (FF&E)
  - v. Permits
  - vi. Schedule
  - vii. Probable Cost
- c. Construction Access
- d. Construction Staging Areas
- e. Solar Improvement at the Parking – The Design Professional include the design for the solar improvement at the parking lot as part of the design deliverables at 30%, 60%, 90%, 100%/Final which shall include but not limited to:
  - i. Locations
  - ii. Layout, Elevations, Details
  - iii. Accessibility Plan

- iv. Furnitures, Fixtures, & Equipment (FF&E)
- v. Permits
- vi. Schedule
- vii. Probable Cost

**2.4.7 Develop a Preliminary Concept Layout for the New Ocean Operations Building**

2.4.7.1 Design Professional shall develop design concept for the new Ocean Operations Building. The concept shall include, but are not limited to:

- a. 3D renderings showing the interior and exterior design concept to address style requirements.
- b. Basis of design and concept layout for the new Ocean Operations Building's Mechanical, Electrical, Plumbing, and Structural systems.

**2.4.8 Structural Analyses**

2.4.8.1 The Design Professional shall perform structural analysis to determine seismic deficiencies and retrofit schemes of the existing NTC Laboratory building, blocks A and B. Please refer to the "Structural Evaluation Report", within the Final Assessment Report, prepared by Beyaz & Patel, Inc.

**2.4.9 Prepare Baseline Energy/Water Analyses**

2.4.9.1 The Design Professional shall prepare a baseline energy and water analyses. Appropriate design of the PV system will be made based on the load requirements of the EMTS NTC Laboratory Building to be remodeled and the New Ocean Operations Building to be constructed.

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

2.4.10.1 The Design Professional shall coordinate with the Client to discuss sustainability elements that can be incorporated into the project. It is the Design Professional's responsibility to register the project, outline LEED goals, submit and provide all the required documentation and ensure that the project, at the very minimum, achieve a LEED Silver Certification level.

2.4.10.2 The Design Professional shall coordinate with the Client in exploring the option to upgrade the LEED rating system to LEED Gold, LEED Zero Energy, whichever is feasible for the project during the early stages of the design. The Design Professional services shall include developing a feasibility and providing a Rough Order Magnitude (ROM) estimate for the project for achieving 1) LEED Gold and 2) LEED Zero Energy. Included in the ROM estimate shall be Measurement and Verification (M&V) post-construction services to verify Zero Net Energy has been achieved.

**2.4.11 City of San Diego Municipal Energy Strategy and Zero Emissions Policy**

2.4.11.1 The Design Professional shall develop a plan and strategy jointly with City staff that meets or exceeds the City of San Diego's Municipal Energy Strategy and Zero Emissions Policy at project start-up. The Design Professional shall incorporate plan/strategy into their design to meet the requirements of the Municipal Energy Strategy and Zero Emissions Policy. Please refer to Appendix C – City of San Diego: Municipal Energy Strategy and Appendix D – San Diego Municipal Buildings Zero Emissions Policy (DRAFT).

**2.4.12 Site Drainage and Storm Water Management**

2.4.12.1 The Design Professional shall investigate the existing site and design the site drainage, storm water management, Low Impact Development (LID) Best Management Practices (BMPs) for the proposed developments. It is the Design Professional's

responsibility to determine the most feasible, appropriate, and cost-effective design measures to be implemented for drainage and storm water management. These design measures shall be in compliance with the latest City Storm Water Standards.

2.4.12.2 The Design Professional shall prepare and incorporate into the Construction Documents, applicable Water Pollution Prevention Plan (WPCP) / Storm Water Pollution Prevention Plan (SWPPP) to be implemented by the contractor during project construction. The WPCP/SWPPP shall comply with the latest California Regional Water Quality Board Statewide General Construction Storm Water Permit requirements.

**2.4.13 Prepare 30% Preliminary Engineering Plans**

2.4.13.1 The Design Professional shall prepare 30% preliminary engineering plans for the project. Below is a preliminary list of deliverables at 30%:

a. 30% Preliminary Engineering Plans – The 30% Preliminary Engineering Plans shall include, but are not limited to:

- i. Cover Sheet and Sheet Index
- ii. Site Plan
- iii. Temporary Trailers (Plans and Specifications)
- iv. Solar Improvement (Plans and Specifications)
- v. Accessibility Plan
- vi. Survey Control Plan – Monumentations
- vii. Construction Phasing and Staging Plans
- viii. Demolition Plans

## EXHIBIT A

- ix. Civil Improvement Plans
  - x. Interior/Exterior Improvement Plans  
(Sections, Elevations)
  - xi. Horizontal and Vertical Control Plan
  - xii. Traffic Control Plan
  - xiii. Erosion and Sedimentation Control Plans
  - xiv. Stormwater Best Management Practices Sheet
  - xv. Landscape Plans
  - xvi. Structural Plans
  - xvii. Foundation Plans
  - xviii. 3D Renderings, AutoCAD, Revit, Building  
Information Modeling (BIM)
  - xix. Mechanical, Electrical, and Plumbing Plans
  - xx. Utility Plans
  - xxi. Telecommunications
  - xxii. Audio-Visual (AV)
  - xxiii. Furnitures, Fixtures, & Equipment (FF&E)
- b. 30% DS-560
  - c. 30% Cost Estimate
  - d. Outline LEED Goals, Scoring, and Project Registration
  - e. Daylighting and Energy Goals Strategy
  - f. Technical Specifications (CSI Format and include any

Supplementary Special Provision to the City Whitebook  
and Greenbook Standards)

- g. 30% Survey Deliverables and Checklist
- h. Technical Reports
  - i. Geotechnical Report
  - ii. Structural Analyses
  - iii. Environmental Reports
  - iv. LEED Evaluation Reports

**2.5 DESIGN DEVELOPMENT:**

2.5.1 Based on evaluations, recommendations, and preferred concepts developed under preliminary design, prepare construction drawings, including plans, sections, profiles, details, and technical reports. Final design and preparation of construction documents by the Design Professional shall be comprised of the following tasks:

**2.5.2 60% Design**

2.5.2.1 The Design Professional shall advance the 30% Preliminary Engineering Plans to 60% Design level. The Design Professional shall incorporate agreed upon Citywide review comments during the 30% Preliminary Engineering Plans Submittal review. Failure to meet all submittal requirements shall result in rejection of submittal by the City.

2.5.2.2 Deliverables:

- a. 60% Design Plans – The 60% Design Plans shall include, but are not limited to:
  - i. Cover Sheet and Sheet Index

## EXHIBIT A

- ii. Site Plan
- iii. Temporary Trailers (Plans and Specifications)
- iv. Solar Improvement (Plans and Specifications)
- v. Accessibility Plan
- vi. Survey Control Plan – Monumentations
- vii. Construction Phasing and Staging Plans
- viii. Demolition Plans
- ix. Civil Improvement Plans
- x. Interior/Exterior Improvement Plans  
(Sections, Elevations)
- xi. Horizontal and Vertical Control Plan
- xii. Traffic Control Plan
- xiii. Erosion and Sedimentation Control Plans
- xiv. Stormwater Best Management Practices Sheet
- xv. Landscape Plans
- xvi. Structural Plans
- xvii. Foundation Plans
- xviii. 3D Renderings, AutoCAD, Revit, Building  
Information Modeling (BIM)
- xix. Mechanical, Electrical, and Plumbing Plans
- xx. Utility Plans
- xxi. Telecommunications



xxii. Audio-Visual (AV)

xxiii. Furnitures, Fixtures, & Equipment (FF&E)

- b. 60% DS-560
- c. 60% Cost Estimate
- d. LEED Documents
- e. Technical Specifications (CSI Format and include any Supplementary Special Provision to the City Whitebook and Greenbook Standards)
- f. 60% Survey Deliverables and Checklist
- g. Response-to-Comments Log – 30% Review

**2.5.3 90% Design**

2.5.3.1 The Design Professional shall advance the 60% Design Plans to 90% Design level. The Design Professional shall incorporate agreed upon City comments during the 60% Design Plans Submittal review. Failure to meet all submittal requirements shall result in rejection of submittal by the City.

2.5.3.2 The Design Professional shall submit the 90% Design Plans, Specifications, and applicable Reports, to the City Development Services Department (DSD) for review, approval, and sign-off, to obtain the final approved construction documents.

2.5.3.3 Deliverables

- a. 90% Design Plans – The 90% Design Plans shall include, but are not limited to:
  - i. Cover Sheet and Sheet Index
  - ii. Site Plan

## EXHIBIT A

- iii. Temporary Trailers (Plans and Specifications)
- iv. Solar Improvement (Plans and Specifications)
- v. Accessibility Plan
- vi. Survey Control Plan – Monumentations
- vii. Construction Phasing and Staging Plans
- viii. Demolition Plans
- ix. Civil Improvement Plans
- x. Interior/Exterior Improvement Plans  
(Sections, Elevations)
- xi. Horizontal and Vertical Control Plan
- xii. Traffic Control Plan
- xiii. Erosion and Sedimentation Control Plans
- xiv. Stormwater Best Management Practices Sheet
- xv. Landscape Plans
- xvi. Structural Plans
- xvii. Foundation Plans
- xviii. 3D Renderings, AutoCAD, Revit, Building  
Information Modeling (BIM)
- xix. Mechanical, Electrical, and Plumbing Plans
- xx. Utility Plans
- xxi. Telecommunications
- xxii. Audio-Visual (AV)

xxiii. Furnitures, Fixtures, & Equipment (FF&E)

- b. 90% DS-560
- c. 90% Cost Estimate
- d. LEED Documents
- e. Technical Specifications (CSI Format and include any Supplementary Special Provision to the City Whitebook and Greenbook Standards)
- f. 90% Survey Deliverables and Checklist
- g. Response-to-Comments Log – 60% Review

**2.5.4 100% / Final Design**

2.5.4.1 The Design Professional shall advance the 90% Design Plans to 100% Design level. The Design Professional shall incorporate agreed upon City comments during the 90% Design Plans Submittal review. Failure to meet all submittal requirements shall result in rejection of submittal by the City.

2.5.4.2 The 100% / Final Design submittal includes all the construction plans, specifications and technical reports approved by the City and the permitting agencies. It is Design Professional's responsibility to address any final comments while acquiring agency permits.

**2.5.4.3 Deliverables**

- a. 100% / Final Design Plans – The 100% / Final Design Plans shall include, but are not limited to:
  - i. Cover Sheet and Sheet Index
  - ii. Site Plan

## EXHIBIT A

- iii. Temporary Trailers (Plans and Specifications)
- iv. Solar Improvement (Plans and Specifications)
- v. Accessibility Plan
- vi. Survey Control Plan – Monumentations
- vii. Construction Phasing and Staging Plans
- viii. Demolition Plans
- ix. Civil Improvement Plans
- x. Interior/Exterior Improvement Plans  
(Sections, Elevations)
- xi. Horizontal and Vertical Control Plan
- xii. Traffic Control Plan
- xiii. Erosion and Sedimentation Control Plans
- xiv. Stormwater Best Management Practices Sheet
- xv. Landscape Plans
- xvi. Structural Plans
- xvii. Foundation Plans
- xviii. 3D Renderings, AutoCAD, Revit, Building  
Information Modeling (BIM)
- xix. Mechanical, Electrical, and Plumbing Plans
- xx. Utility Plans
- xxi. Telecommunications
- xxii. Audio-Visual (AV)

xxiii. Furnitures, Fixtures, & Equipment (FF&E)

- b. 100% / Final DS-560
- c. 100% / Final Cost Estimate
- d. LEED Documents
- e. Technical Specifications (CSI Format and include any Supplementary Special Provision to the City Whitebook and Greenbook Standards)
- f. 100% / Final Survey Deliverables and Checklist
- g. Response-to-Comments Log – 90% Review

**2.6 BIDDING / AWARD PHASE:**

- 2.6.1 The Design Professional, following City approval of the Construction Documents, shall prepare the Final Corrected Construction Documents (Bidding Documents), and assist the City in responding to inquiries from prospective bidders and preparing of Addenda for issuance by the City.
- 2.6.2 Design Professional shall provide bidding/award assistance to the City and respond to contractor's inquiries during the bidding phase.
- 2.6.3 Design Professional shall attend pre-bid meeting and conduct a project walkthrough if requested.

**2.7 CONSTRUCTION PHASE:**

- 2.7.1 The Design Professional shall provide construction support services to the City and Construction team during construction.
- 2.7.2 The Design Professional shall assist the City in the general administration of the construction contract for development of the Project including periodic on-site observations as may be necessary to determine if the work is proceeding in accordance with the Contract Documents.

- 2.7.3 The Design Professional shall attend Pre-Construction and Partnering meetings with the Contractor and the City.
- 2.7.4 The Design Professional shall attend Construction Progress meetings with the Contractor and the City.
- 2.7.5 The Design Professional shall review and respond to contractor's RFIs, Submittals, and Schedule of Values.
- 2.7.6 The Design Professional shall attend Construction Inspection meetings with the Contractor and the City.
- 2.7.7 The Design Professional shall provide design and obtain agency approvals for any construction change as needed.
- 2.7.8 The Design Professional shall hire and retain a Commissioning Agent to develop project specifications for commissioning, perform a full building systems check once construction is complete, and provide a full commissioning report. Water and electrical meters and sub-meters shall be part of the commissioning scope of work.

**2.8 POST-CONSTRUCTION AND PROJECT CLOSE-OUT:**

- 2.8.1 The Design Professional shall provide construction support services to the City and Construction team during Construction, Post-Construction, and Project Close-Out.
- 2.8.2 The Design Professional shall perform a walkthrough and prepare the final punch list.
- 2.8.3 The Design Professional shall incorporate all construction changes based on contractor markups of constructing plans, including the location of underground and concealed utilities, and significant shop drawing information, and shall submit them to the Project Manager as Record Drawings for final acceptance.
- 2.8.4 The Design Professional shall assist the City in performing operational trainings.

## **EXHIBIT A**

- 2.8.5 The Design Professional shall assist the City in assembling of all written guarantees and warranties required by Contract Documents.
  - 2.8.6 The Design Professional shall perform final inspection with the City and the Contractor for approval and acceptance of the project. Any additional items identified as not acceptable or not in compliance with the plans and specifications will be listed for completion and the list distributed to the contractor.
  - 2.8.7 The Design Professional shall perform environmental monitoring during and after construction as required by the environmental documents, permitting agencies, and local jurisdictions.
  - 2.8.8 The Design Professional shall assist the City and Contractor in maintaining all planted areas on a continuous basis as they completed during the progress of the work and during the Plant Establishment Period (PEP).
  - 2.8.9 Design Professional shall perform energy Measurement and Verification (M&V) services to achieve project energy goals including but not limited to LEED Certification (LEED Silver, LEED Gold, Zero Net Energy).
- 2.9 GENERAL NOTES:**
- 2.9.1 The Design Professional shall procure the LEED Certification for the project and ensure the level of certification meets the Owner Project Requirements.
  - 2.9.2 The Design Professional shall implement into the design, the strategies and requirements set forth in the City's Municipal Energy Strategy and Climate Action Plan (CAP).
  - 2.9.3 The Design Professional shall follow the City CADD Standards, Survey Standards, and provide all CAD files (e.g., survey base files, alignment, profile, design topo) to the City as part of the project deliverables.
  - 2.9.4 All project deliverables shall be submitted in both hard copies (paper)

and electronic versions. Two copies of hard version shall be provided, unless otherwise specified. Electronic versions shall be submitted in the applicable formats approved by the City.

- 2.9.5 The Design Professional shall complete the submittal process and address all the requirements by the permitting agencies as part of their design services. Permit Application fees, plan check review fees, and any other agency-required fees shall be paid for by the City.
- 2.9.6 The Design Professional shall incorporate into their design all the applicable codes and regulations, environmental and accessibility requirements, and permitting agencies requirements.
- 2.9.7 Time is of the essence on this project. Proposers must be prepared to discuss their proposed project schedule in detail, including all major design milestones.

**3.0 LIST OF APPENDICES:**

Appendix A – Location Map

Appendix B – International Partnering Institute (IPI) Standard Partnering Specification

Appendix C – City of San Diego: Municipal Energy Strategy

Appendix D – San Diego Municipal Buildings Zero Emissions Policy (DRAFT)



# APPENDIX A

Location Map

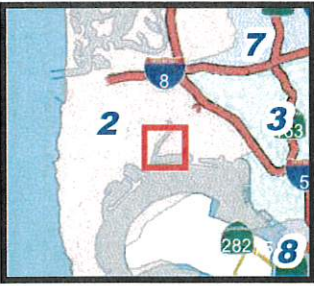
**EMTS NTC Laboratory Remodel and NTC Lab Solar Implementation**

SENIOR ENGINEER  
Edgar Lozano  
619-533-6613

PROJECT MANAGER  
Farhad Hossan  
619-533-5492

PROJECT ENGINEER  
Erwin Dee  
619-533-5136

FOR QUESTIONS ABOUT THIS PROJECT  
Call: 619-533-4207  
Email: [engineering@sandiego.gov](mailto:engineering@sandiego.gov)



**Legend**

 Project Location



No Scale

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# **APPENDIX B**

International Partnering Institute (IPI)

Standard Partnering Specification



INTERNATIONAL PARTNERING INSTITUTE (IPI)  
STANDARD PARTNERING SPECIFICATION  
HORIZONTAL CONSTRUCTION PARTNERING LEVEL 4  
(\$25M-\$250M – LARGE PROJECT PARTNERING)

DIVISION 1 - PARTNERING REQUIREMENT AND PROCESS

SECTION 1 - GENERAL

The purpose of this specification is to outline a structured process designed to develop a collaborative environment for your project so that communication, coordination, and cooperation are the norm. This Collaborative Partnering approach will aid issue resolution and will lesson impacts on project budget, schedule and quality.

This Owner works in a collaborative and cooperative manner with all project stakeholders including the Consultant, all sub-consultants, all project architects and engineers; material suppliers, specialty consultants, vendors, representatives of other agencies and the community at large. Partnering is our way of doing business. In executing the contract associated with this specification, each stakeholder agrees that they will actively and enthusiastically participate in the Collaborative Partnering process defined here. Consultant agrees that all sub-consultants, vendors and other entities within its contractual control will participate in the Partnering process as required. Consultant will make this a specific contractual condition for all sub-consultants, material suppliers, and other entities working on this project. The Architect and/or Engineer for this project and any other consultants engaged in this project have agreed to participate in the Partnering process as defined here.

Formal Collaborative Partnering for this project will start within 30 days of the Notice to Proceed and will include these elements (defined in Section 3):

1. A mutually agreed, IPI Certified Professional Partnering Facilitator
2. A “Partnering Charter”, which includes the joint development of goals
3. A periodic, joint evaluation process
4. Executive Level, Core Team, and Stakeholder Partnering
5. A Partnering Follow-up Plan to resolve potential problems at the lowest possible level
6. A Partnering Training Plan

Participation in the formal Partnering process defined here will not void any contract part. All rights and remedies defined by the final contract will be preserved.

SECTION 2 - DESCRIPTION

A. Definitions

- 49 1. Project Team: the group of people and organizations who are  
50 executing a construction project and who have influence on the  
51 outcome. The Project Team is comprised of the Owner/Owners Rep,  
52 the Owner's Consultants, the Consultant, the Designer, the sub-  
53 consultant(s), and other stakeholders including Government agencies,  
54 tenants, materials suppliers, concessionaires, and third parties affected  
55 by the construction project.  
56
- 57 2. Partnering: an effort by the Project Team to develop joint goals and to  
58 establish a cooperative atmosphere regarding execution of the  
59 construction project, regardless of delivery method.  
60
- 61 3. Multi-Tiered Partnering: For large, complex projects, the participants in  
62 partnering workshops will be divided into subgroups: Executive Level,  
63 Core Team, and Stakeholder Level.  
64 a. Executive Level Partnering: workshops involving Executive  
65 representatives from the Owner, Consultant, and key Subs who  
66 serve as a "project board of directors" to steer the project.  
67 b. Core Team Partnering: workshops involving the central group  
68 responsible for the successful execution of the project as well as  
69 key individuals who are on the project throughout its duration.  
70 Typically, field-level Project Managers (PMs) and  
71 Superintendents from the owner, consultant, design, subs, key  
72 third-parties and stakeholder groups attend these sessions.  
73 Representatives from Executive Level Partnering should also  
74 attend to ensure commitments and follow through.  
75 c. Stakeholder Level Partnering: workshops that include those  
76 internal and external stakeholders who own, operate or maintain  
77 the new facility and external stakeholders who can directly  
78 influence the project outcomes such as maintenance, facility  
79 operators, key suppliers, funders, utilities, and internal units  
80 (e.g. hydrology, soils, traffic, etc.)  
81
- 82 4. Project Team Leaders: Project Managers (PMs) from both the Owner  
83 and Consultant who are accountable for the day-to-day operations of  
84 the project and are responsible for leading the partnering effort. They  
85 will also be in charge of coordinating project Partnering meeting times,  
86 selecting meeting locations and other logistics.  
87

88 B. The Goals of Partnering are to:

- 89
- 90 1. Use early and frequent communication with project stakeholders
  - 91 2. Develop and maintain a relationship based on shared trust, mutual  
92 respect and commitment
  - 93 3. Identify, quantify, and support attainment of co-created goals
  - 94 4. Establish strategies for implementing risk management concepts and  
95 identify potential project efficiencies
  - 96 5. Use timely communication and decision-making



- 97 6. Resolve potential problems at the lowest possible level to avoid  
98 negative impacts on the project  
99 7. Hold periodic partnering meetings and workshops throughout the life of  
100 the project to maintain the benefits of a partnered relationship  
101 8. Establish periodic joint evaluations of the partnering process and  
102 attainment of mutual goals  
103  
104

105 SECTION 3 - PARTNERING IMPLEMENTATION – Level 4 Project  
106

107 A. Selecting an IPI Certified Professional Neutral Partnering Facilitator  
108

- 109 1. The Consultant agrees that an IPI Certified Independent Professional  
110 Neutral Partnering Facilitator (Facilitator) will be retained to facilitate  
111 the project Partnering process. Professional Facilitation is required by  
112 the Owner for any project larger than \$10M and will be used regularly  
113 throughout this job (outlined in Section 3 – Part C).  
114  
115 2. Owner/Owner’s Rep, Designer/Architect, and the Consultant Rep will  
116 cooperatively select a Facilitator that offers the service of a monthly  
117 partnering evaluation survey with a 5-point rating scale and agrees to  
118 follow IPI’s “Partnering Facilitator Standards and Expectations”  
119 available at IPI’s website.  
120

121 B. Partnering Initiation  
122

- 123 1. To initiate the Partnering arrangement, the Project Team will conduct  
124 an open discussion prior to the start of the job to select the Facilitator.  
125 It is expected that, at the conclusion of the initial discussion, the parties  
126 will express a consensus regarding, the Facilitator and, among other  
127 things, the respective goals in completing the contract.  
128

129 Thereafter, the Project Team will continue discussions as necessary  
130 and will conduct periodic joint evaluations of performance throughout  
131 the life of the contract as outlined below. It is expected that the parties  
132 will use the services of the Facilitator not only at the initial partnering  
133 workshop, but also to assist in later discussions.  
134

- 135 2. In leading the ongoing Partnering effort, Project Team Leaders will  
136 schedule the initial partnering workshop. All relevant stakeholders will  
137 be expected to attend and participate.  
138

139 The Project Team Leaders will also:

- 140 a. Identify the initial suitable workshop site and duration with the  
141 understanding that it is typical for large project partnering  
142 sessions to include in excess of 40 to 50 individuals.  
143 b. Come to consensus on other workshop administrative details.  
144 c. Agree to additional partnering workshops and sessions  
145 throughout the life of the project. Frequency will be determined

- 146 by Owner/Owner's Rep as outlined in Section C. However, it is  
 147 expected that there will be at least quarterly partnering  
 148 workshops that will involve all relevant stakeholders.  
 149 d. Agree to conduct a project close-out partnering workshop.  
 150 e. Agree to document lessons learned as a condition of final  
 151 project acceptance.

### 152 C. Developing the Partnering Charter (Level 4 Project)

153 In implementing project partnering, the project team will agree to create a  
 154 "Partnering Charter" that includes the agreed-on mutual goals, the  
 155 Partnering Follow-up Plan, the Partnering Dispute Resolution Plan, and  
 156 the signed Team Commitment signature page, explained in detail below:  
 157

- 158  
 159  
 160 1. Agreed-on mutual goals, which will include the core project goals and  
 161 may also include project-specific goals and mutually supported  
 162 individual goals.  
 163 a. The mandatory core goals are that the Project is constructed (at  
 164 minimum):  
 165 i. On time  
 166 ii. On budget  
 167 iii. Safely  
 168 iv. Quality Met  
 169 b. Optional project-specific goals include – win a Partnering  
 170 Award, excellent communication with local community (zero  
 171 complaints), effective communication with Media, mitigation of  
 172 project risks (e.g. environmental requirements met, stakeholder  
 173 interests understood and managed, etc.).

### 174 2. The Partnering Follow-up Plan

#### 175 a. Attendees:

176 For Level 4 Projects, Partnering will be established in three  
 177 groups:  
 178

- 179 i. Executive Level: Executive Representatives from Owner,  
 180 Prime, and key Subs – role is to steer the project  
 181 ii. Core Team: Project Managers and Superintendents  
 182 working at the field-level from owner, consultant, design,  
 183 subs and key third-parties and stakeholder groups  
 184 iii. Stakeholder Level: Identifying key trades, staged  
 185 subconsultants and tenants prepared for scheduling work  
 186 and later, building activation (concessionaires, security,  
 187 IT, external stakeholders, etc.)  
 188

#### 189 b. Frequency of Partnering Sessions:

190 For Level 5 Projects, the team will conduct joint Partnering  
 191 Meetings at these intervals:

- 192 i. Through Design: Quarterly or at key milestones (e.g.  
 193 Schematic Design, Design Documents, and Construction  
 194 Documents)



- 195 ii Through Construction and Building Activation: Monthly  
196 Partnering Sessions with the Executive, Core Team, and  
197 Stakeholder Level  
198 iii. For Design/Build, CM at Risk, or other delivery methods,  
199 frequency may increase over the course of the project.  
200

### 201 3. Partnering Dispute Resolution Plan 202

203 The goal of the project Dispute Resolution process is to prevent  
204 conflicts from hindering project momentum and causing slowing the  
205 project down. It is the Owner's expectation that issues not effectively  
206 settled at the Field Level will elevate according to the Dispute  
207 Resolution Ladder (sample below). The goal is that project momentum  
208 can be maintained while a decision is reached by the next layer of  
209 Project Management, who can rely on a broader project perspective in  
210 decision making.  
211

212 The Dispute Resolution process is bisected into two-sections, Project  
213 Team-driven Dispute Resolution and 3<sup>rd</sup>-party Driven Dispute  
214 Resolution. As the Project Team progresses from less formal to more  
215 formal dispute resolution processes, it is important to understand that  
216 decision-making shifts from the project team, to 3<sup>rd</sup> party experts. The  
217 team will be expected to select and document planned Dispute  
218 Resolution processes during the kick-off Partnering session. (Please  
219 visit the IPI Partnering Field Guide for a detailed explanation of the  
220 various forms of Alternative Dispute Resolution).  
221

#### 222 a. Project Team Dispute Resolution

- 223 i. Field-Level Negotiation  
224 ii. Dispute Resolution Ladder (Sample – please refer to IPI  
225 Specification Owner's Guide additional information)  
226 iii. Facilitated Dispute Resolution (FDR) is a meditative  
227 process where the IPI Certified Construction Partnering  
228 Facilitator (Facilitator) helps the team negotiate disputed  
229 issues. In FDR, the Project Team discusses project  
230 issues and the Facilitator serves as a Neutral, offering  
231 opinions and providing settlement options. Often, Project  
232 Teams are provided 20 days to conduct this process.  
233 (Please refer to Section 5 for details).  
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235  
236  
237  
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241  
242  
243





244 Sample Dispute Resolution Ladder

245

	Architect/Engineer	Suppliers/Subs	
	Owner	Contractor	Time to Elevate
Level I	Assistant Supervisor or Engineer	Foreman	End of shift
Level II	Project Superintendent or Project Engineer	Superintendent, General Foreman, or Project Manager	Up to 1 day
Level III	Construction Manager	Project Manager Area Manager	1 week
Level IV	Project Director or Program Manager	Area Manager Owner	2 weeks
Level V	Director of Facilities Department or Manager of Capital Programs	Owner	2 weeks
Level IV	Board of Supervisors	Owner	Select next form of Alternative Dispute Resolution (Typically FDR followed by the DRA/DRB)

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247

b. 3<sup>rd</sup> Party-Driven Dispute Resolution

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c. Litigation

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4. Team commitment statement and signature document (refer to IPI Specification Owner’s Guide for example)

270

271

D. Partnering Evaluation

272

273

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276

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1. Owner, consultant, major sub-consultants, architects and engineers, and major stakeholders will participate in monthly partnering evaluation surveys to measure progress on mutual goals and short-term key issues as they arise.

a. Partnering Evaluations will be collected by Facilitator



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b. Results will be shared with project team

2. Owner, Consultant, major sub-consultants, and major stakeholders will evaluate the partnering facilitator using IPI Forms (IPI-E1 and IPI-E2). The Owner/Owner’s Rep will provide the evaluation forms to the project team and collect the results.

3. Owner/Owner’s Rep will make evaluation results available upon request.

Facilitator evaluations must be completed twice:

- 4. a. At the end of the initial partnering workshop on Form IPI-E1.
- b. At the end of the project close-out partnering workshop on Form IPI-E2.

E. Partnering Skills Development Training

1. Training in Partnering Skills Development will be required for this project.

2. Prior to the initial partnering workshop, a professional trainer will conduct a 1-day training session in partnering skills development for the Owners, Consultant, sub-consultants and major stakeholder representatives. This training session must be a separate session from the initial partnering workshop and must be conducted locally. Owner and Consultant will cooperatively schedule the training session and select a professional trainer, training site and any of 1 to 2 topics from the following list to be covered in the training:

- a. Teams will complete IPI Collaborative Partnering Orientation Training or the IPI Collaborative Partnering Basics Training (visit <http://partneringinstitute.org/training/> for details)
- b. For Teams that have completed Collaborative Partnering Basics Training, courses in these topics are available:

Team Leadership  
 Leadership Skills  
 Dealing with Difficult People  
 Running Effective Meetings  
 Building Effective Teams  
 Change Management

Technical Partnering Skills  
 Advanced Partnering Concepts  
 Project Orientation  
 Team Problem Solving  
 Facilitation Skills  
 Effective Escalation Ladders

Interpersonal Skills  
 Active Listening  
 Communication  
 Business Ethics  
 Empathy

Resolving Issues  
 Conflict Resolution  
 Cultural Diversity  
 Win-Win Negotiation  
 Problem Solving

- 313 3. The training session must be consistent with the partnering principles  
314 discussed in the IPI Specifications Owner's Guide. Owner, Consultant,  
315 major sub-consultants, and major stakeholders will send at least 2  
316 representatives to the training session. Consultant and sub-consultants  
317 will agree to send, at a minimum, the project executive and the project  
318 superintendent.  
319  
320 4. Owner will pay 50% for the training (Detailed Section 4)  
321  
322

#### 323 SECTION 4 - PARTNERING PAYMENT

324

- 325 A. The Owner/Owner's Rep agrees to pay:  
326 1. 50% of cost for:  
327 a. facilitator workshop and session-based costs  
328 b. monthly partnering evaluation survey service cost  
329 2. 50% of cost for partnering skills development trainer and training site  
330 cost  
331 B. The Consultant agrees to pay:  
332 1. 50% of cost for:  
333 a. facilitator workshop and session-based costs  
334 b. monthly partnering evaluation survey service cost  
335 2. 50% of cost for partnering skills development trainer and training site  
336 cost  
337 3. Consultant shall include a partnering fee line item in their proposal.  
338  
339 C. Payment amount will be based on invoice prices minus any available or  
340 offered discounts. Owner/Owner's Rep will not pay markup on these costs.  
341  
342 D. Owner/Owner's Rep does not pay for wages, travel expenses, or other costs  
343 associated with the Partnering workshops and sessions, monthly partnering  
344 evaluation surveys, and training in partnering skills development.  
345  
346

#### 347 SECTION 5 - PARTNERING DISPUTE RESOLUTION

348

- 349 A. Owner/Owner Rep will encourage the project team to use all forms of  
350 Project Team-Driven Dispute Resolution prior to engaging a neutral 3<sup>rd</sup> party.  
351 When the Project-Team is unable to resolve the issue, a Facilitated Dispute  
352 Resolution (FDR) session may be an effective method for clarifying issues  
353 and resolving all or part of a dispute.  
354  
355 B. In order to ensure the project team has sufficient time to plan and hold an  
356 FDR session, a maximum of 20 days may be added to the Dispute Review  
357 Board (DRB) referral time following the Owner's written response to a  
358 supplemental notice of potential claim.  
359  
360 C. In order to be granted this additional referral time, the project team must  
361 document its intention in to use FDR in the Dispute Resolution Plan of the  
362 Partnering Charter. The team may also document agreements for other



363 associated criteria to be met in order to access the additional referral time in  
364 the Dispute Resolution Plan. If no session is held, the DRB referral time will  
365 remain in effect as specified in the Dispute Resolution Plan (See Section 3-  
366 part C for details).

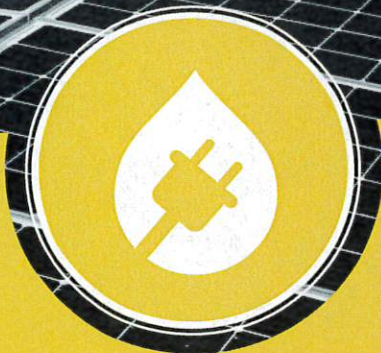
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368

End of Specification

# **APPENDIX C**

City of San Diego - Municipal Energy Strategy



# City of San Diego **Municipal Energy Strategy**

*A strategic energy plan that puts the City's municipal buildings on the path to zero emissions.*

**Our vision is to be a sustainable and resilient city with opportunity in every community.**

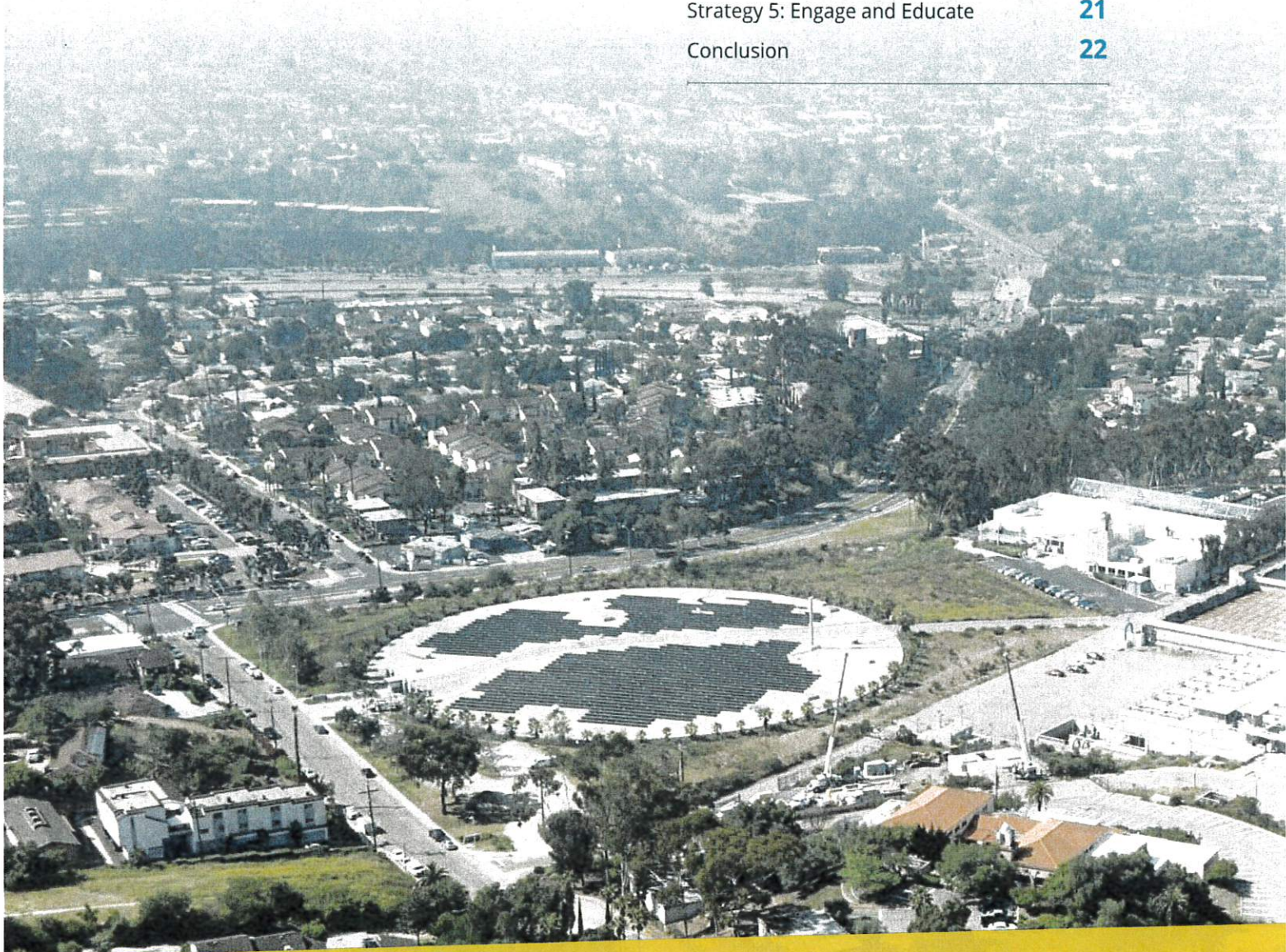
City of San Diego Sustainability  
Department Vision Statement

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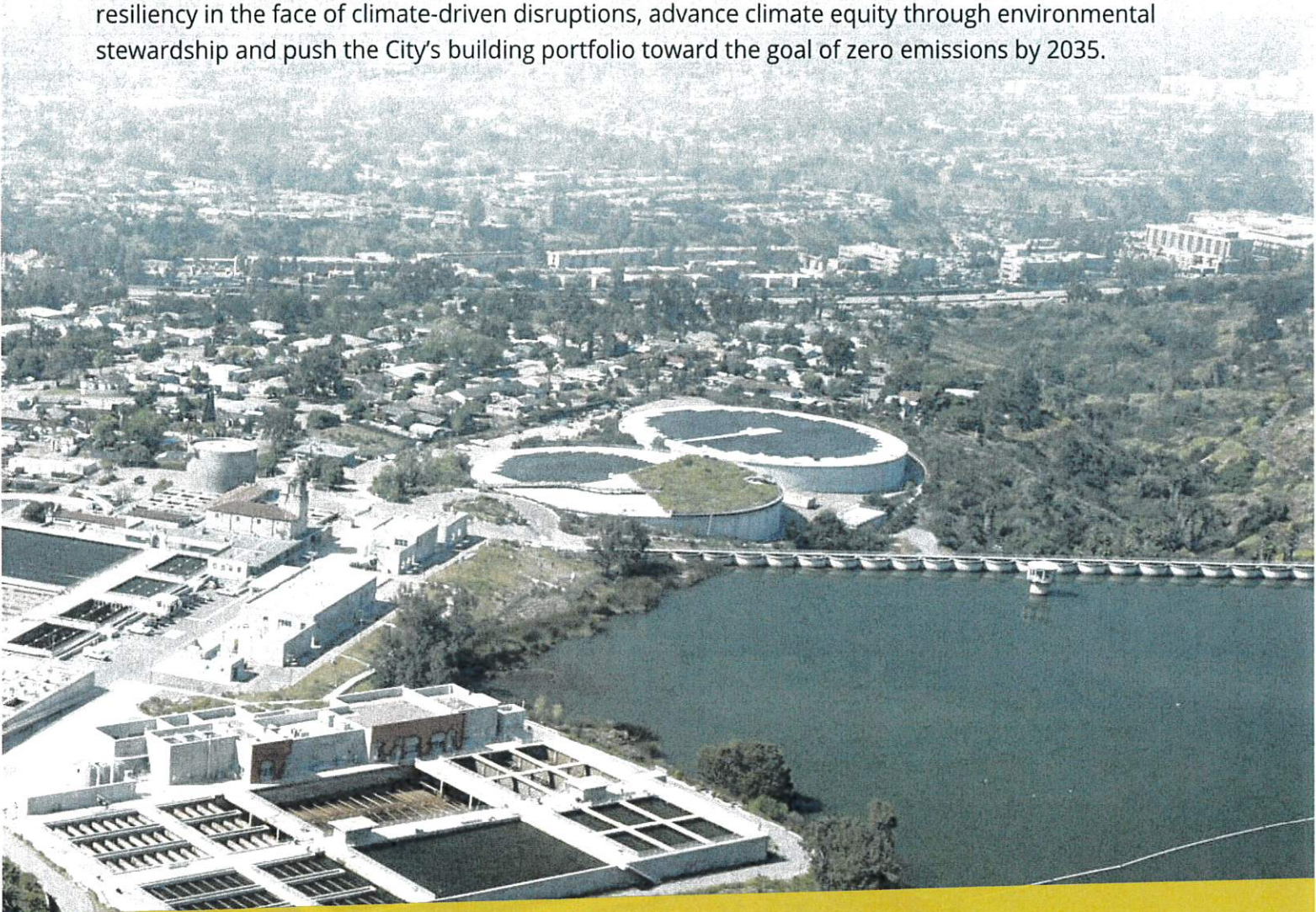
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# Introduction

In 2015, the City of San Diego adopted a landmark Climate Action Plan with the goal of creating a more sustainable San Diego by eliminating half of all greenhouse gas emissions (GHGs) in the City by 2035. To meet this goal, the City must take action to reduce its own building emissions alongside our residents and businesses. The City of San Diego's municipal building portfolio presents significant opportunities to reduce carbon pollution and minimize the City's contribution to the climate crisis. The Municipal Energy Strategy demonstrates the commitment of the City of San Diego to lead locally, nationally and globally by advancing projects and policies for City buildings that help mitigate the causes of climate change.

Municipal building improvements will reduce energy use and GHG emissions while improving infrastructure, security, workplace environments, indoor air quality, and more. Strategies and actions in this document include: optimizing energy use through the deployment of smart, efficient and clean energy technologies; policies to ensure new municipal construction and major renovation projects lead by example; education and engagement of City staff and community members; and decarbonizing the City's municipal building portfolio and fleet. Implementation of these strategies will increase the City's resiliency in the face of climate-driven disruptions, advance climate equity through environmental stewardship and push the City's building portfolio toward the goal of zero emissions by 2035.

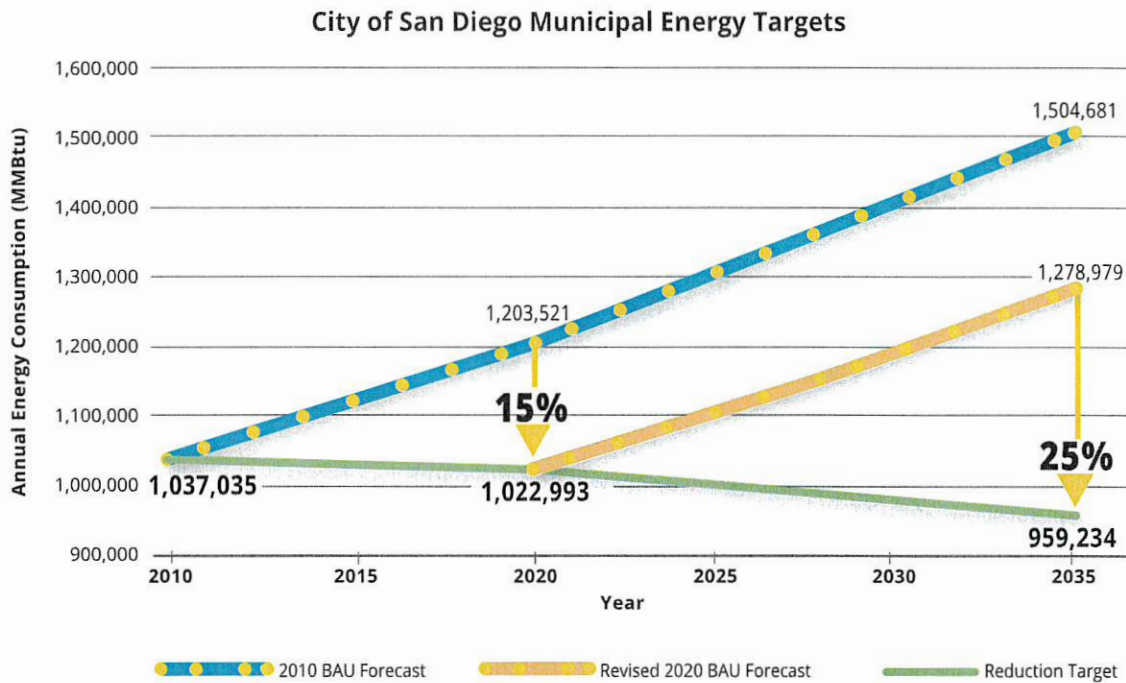




Strategies	Actions
<b>STRATEGY 1:</b> Reduce Energy Consumption	<b>ACTION 1:</b> Identify and implement energy efficiency projects  <b>ACTION 2:</b> Measure and manage energy performance
<b>STRATEGY 2:</b> Increase Onsite Renewable Energy Generation	<b>ACTION 1:</b> Implement renewable energy projects  <b>ACTION 2:</b> Assess the impacts of a changing market
<b>STRATEGY 3:</b> Strive for Zero Emissions Buildings	<b>ACTION 1:</b> Adopt and enforce zero emissions standards and policies  <b>ACTION 2:</b> Reduce embodied carbon
<b>STRATEGY 4:</b> Support Resiliency and Grid Stability	<b>ACTION 1:</b> Deploy smart, connected distributed energy resources  <b>ACTION 2:</b> Secure funding for grid-interactive efficient building pilot projects
<b>STRATEGY 5:</b> Engage and Educate	<b>ACTION 1:</b> Engage and educate building occupants and patrons  <b>ACTION 2:</b> Train the local workforce



Under the City of San Diego’s Climate Action Plan (CAP), targets have been established to reduce electricity and natural gas consumption, collectively referred to in this document as “energy,” at municipal facilities by 15% by 2020 and an additional 25% by 2035 from a 2010 business-as-usual (BAU) baseline. This document establishes a framework for achieving those goals, focusing on five strategies, and lays out a series of actionable steps to guide City staff and stakeholders.



**Figure 1. City of San Diego Municipal Energy Reduction Targets.** The blue line represents a 1.5% assumed increase in annual energy consumption, starting with the 2010 baseline year. The first CAP target is a 15% reduction in 2020, resulting in a revised BAU projection through 2035 – the orange line, also representing a 1.5% increase year over year. The second cap target is a 25% reduction in 2035, establishing the green trend line for desired consumption levels over the 25-year timeline.

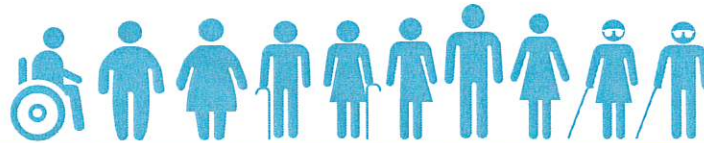
In California, building GHG emissions are second only to transportation when accounting for electricity use, water use and wastewater treatment. The focus over the past decade has been on advancing zero-net-energy buildings, but this must now pivot to **zero-emission buildings** as the state mobilizes to meet its 2030 and 2050 climate goals. This change from zero-net energy to zero-emission buildings focuses squarely on reducing GHG emissions from the entire building, including from the use of electricity, natural gas, other fuels, as well as cooling systems that typically use highly potent GHGs.<sup>1</sup>



<sup>1</sup> California Energy Commission staff. 2018. 2018 Integrated Energy Policy Report Update, Volume II. California Energy Commission. Publication Number: 100-2018-001-V2-CME.

The strategies include a focus on decreasing energy use while increasing resiliency in the face of energy disruptions, such as wildfires, floods and severe weather events which could threaten city infrastructure. The framework is also rooted in the goal of climate equity so that the benefits of these improvements increase access to opportunity for our residents where it is needed most.

**Climate equity:** addressing historical inequities suffered by people of color, allowing everyone to fairly share the same benefits and burdens from climate solutions and attain full and equal access to opportunities regardless of one's background and identity.



As stated in the CAP, the Municipal Energy Strategy will be followed by an Implementation Plan that will provide more detail on current energy performance of City facilities, along with planned energy projects and their associated costs, savings, and GHG reductions estimates. While the Municipal Energy Strategy serves as the map of potential paths to a 100% renewable future for City facilities, the Implementation Plan will identify specific projects, policies, and programs to be pursued by City staff and stakeholders. Both documents will be updated periodically to reflect changing variables in the rapidly-evolving clean energy landscape.

### SAN DIEGO COMMUNITY POWER

**The City of San Diego is moving forward with Community Choice Aggregation to achieve 100% renewable energy citywide by 2035.** This path allows the City to partner with nearby local agencies to form a regional entity – San Diego Community Power – that can purchase clean energy on the open market at more competitive rates for customers. While this step takes the region significantly closer to the goals established in the CAP, the City will still be required to pay for energy it consumes, no matter the source and provider of that energy. Implementation of the Municipal Energy Strategy will provide added benefits above and beyond formation of the CCA through reductions in energy consumption and energy costs, increased operational efficiency, and increased resiliency in the face of climate-driven energy disruptions.





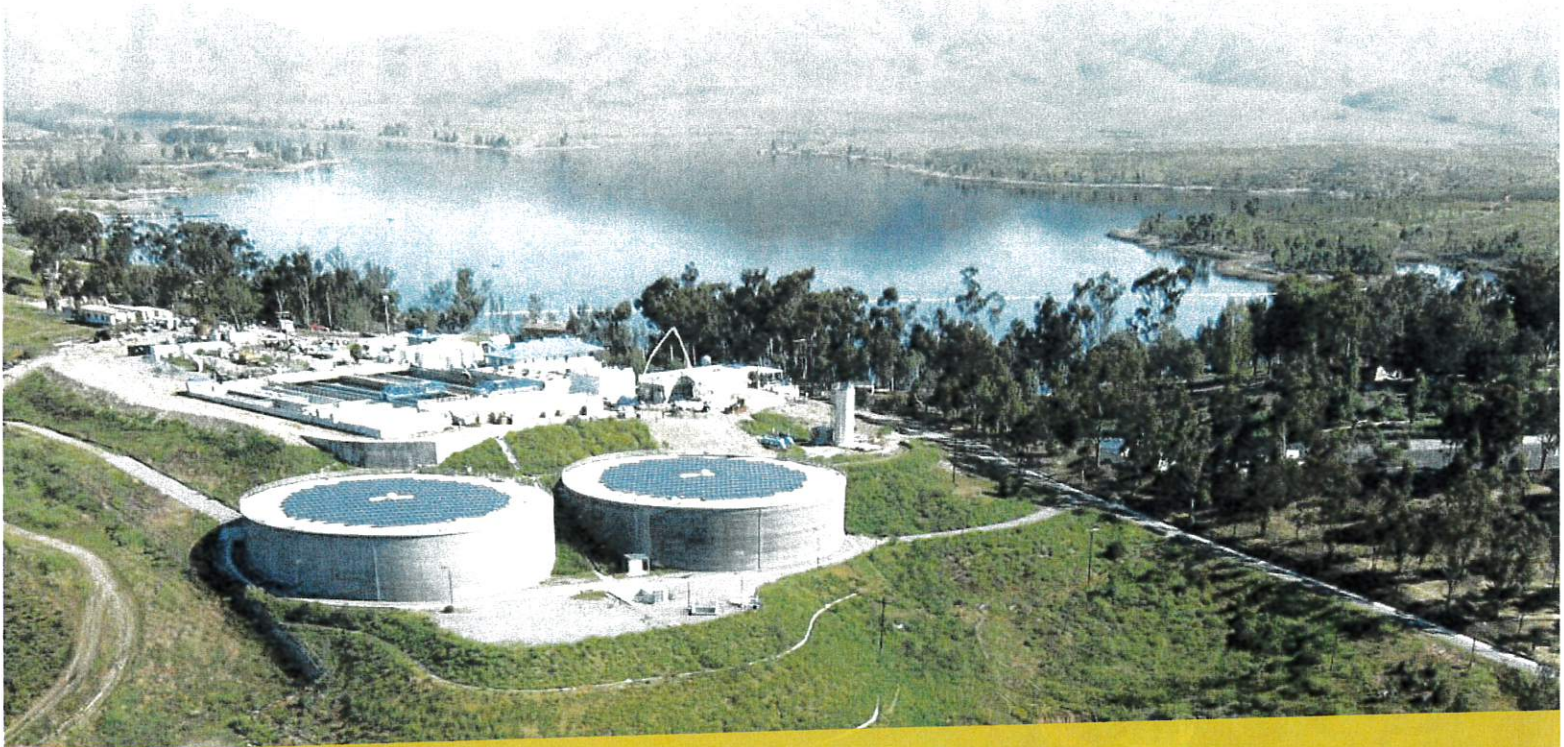
# The City of San Diego's Existing Energy Management Efforts

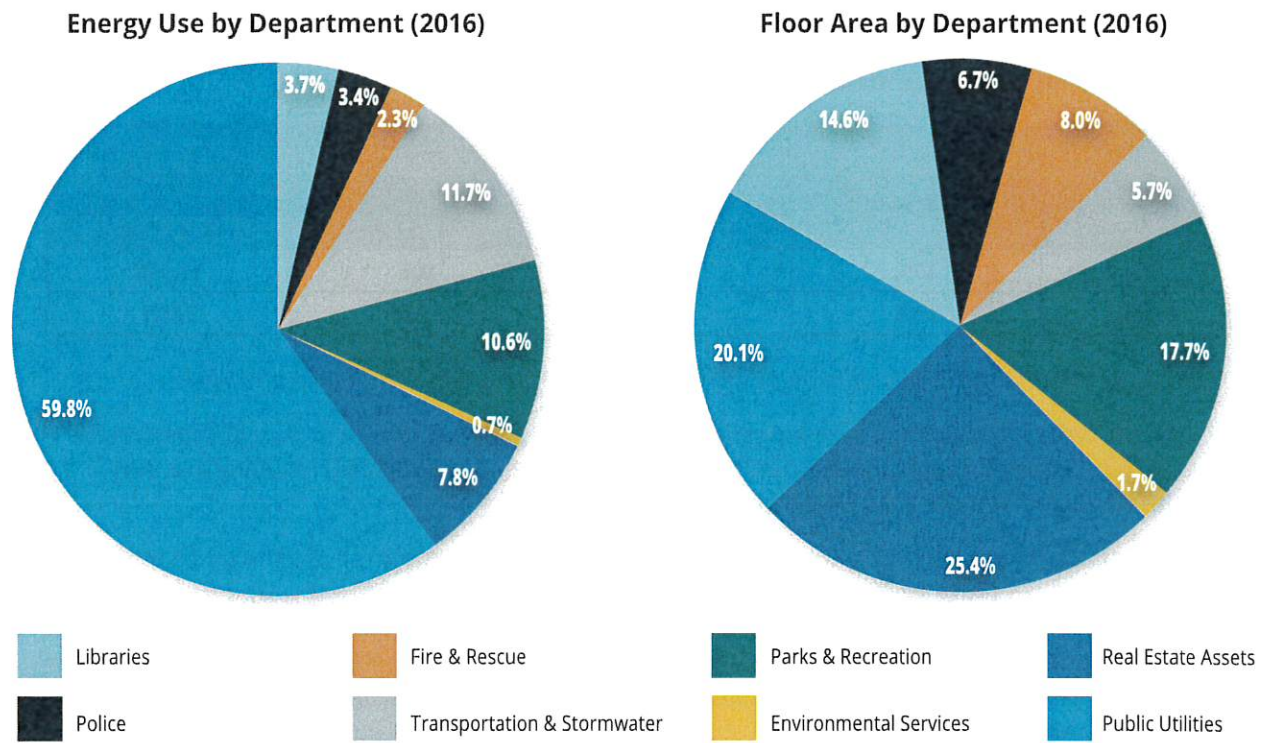
The City of San Diego owns and maintains a diverse set of buildings and infrastructure including libraries, museums, recreation centers, parks, pools, offices, police stations, fire and lifeguard stations, pump stations, water and wastewater treatment plants, traffic signals and streetlights. The City purchases energy to heat, cool and power approximately **7.6 million square feet of floor area**. Most existing municipal buildings are expected to last well beyond 2035. With plenty of high-yield energy savings opportunities, these buildings will play an important role in San Diego's progress toward meeting its climate action goals.

In 2018, the City spent approximately **\$50 million on energy to heat and power buildings, street lights and public utility facilities**, resulting in approximately **72,500 metric tons of carbon-dioxide equivalent** (CO<sub>2</sub>e is a measurement of carbon dioxide, methane and nitrous oxide the primary gases contributing to global climate change.) Energy consumed by City facilities comprises about 2% of total energy consumed in the City of San Diego, and 2% of the citywide GHG emissions associated with building energy use.

The City's facility portfolio varies greatly in purpose and energy use. For example, recreation centers and wastewater pump stations function very differently, and each City department has a unique approach to facility operations and design.

While the Public Utilities Department (PUD) is the largest energy user of all City departments when accounting for water supply and treatment operations, PUD has a dynamic renewable energy and efficiency program that **generates more clean energy than any other SDG&E customer**. Still, additional energy and cost-saving opportunities exist both in the buildings PUD occupies and the complex water supply and treatment processes carried out each day.





**Figure 2. Floor Area and Energy Use by Department**

Across the City's building portfolio, the physical condition and energy performance of City assets present significant GHG reduction opportunities that the City has only begun to leverage. To increase energy savings in all City building types, the Sustainability Department partners with Asset Managing Departments (AMDs) and the Real Estate Assets Department's Facilities Division. These existing relationships will be critical to completing strategic investments in large facilities which can meet infrastructure needs and address deferred maintenance while also saving energy and reducing the City's carbon footprint.

The City uses a centralized approach to purchasing energy and managing energy bills. While this system is efficient for payment processing, it reduces the need for facility personnel to review utility bills, and to understand and manage energy use. The Municipal Energy Strategy includes actions to better educate and incentivize City employees to better manage energy in buildings they occupy.

The existing municipal building stock is expected to last long into the future and new construction will be limited. To achieve the municipal GHG reductions stated in the CAP, the City must leverage the existing building portfolio. The City commits to exploring all possible improvements both operational and physical while deploying clean energy projects.

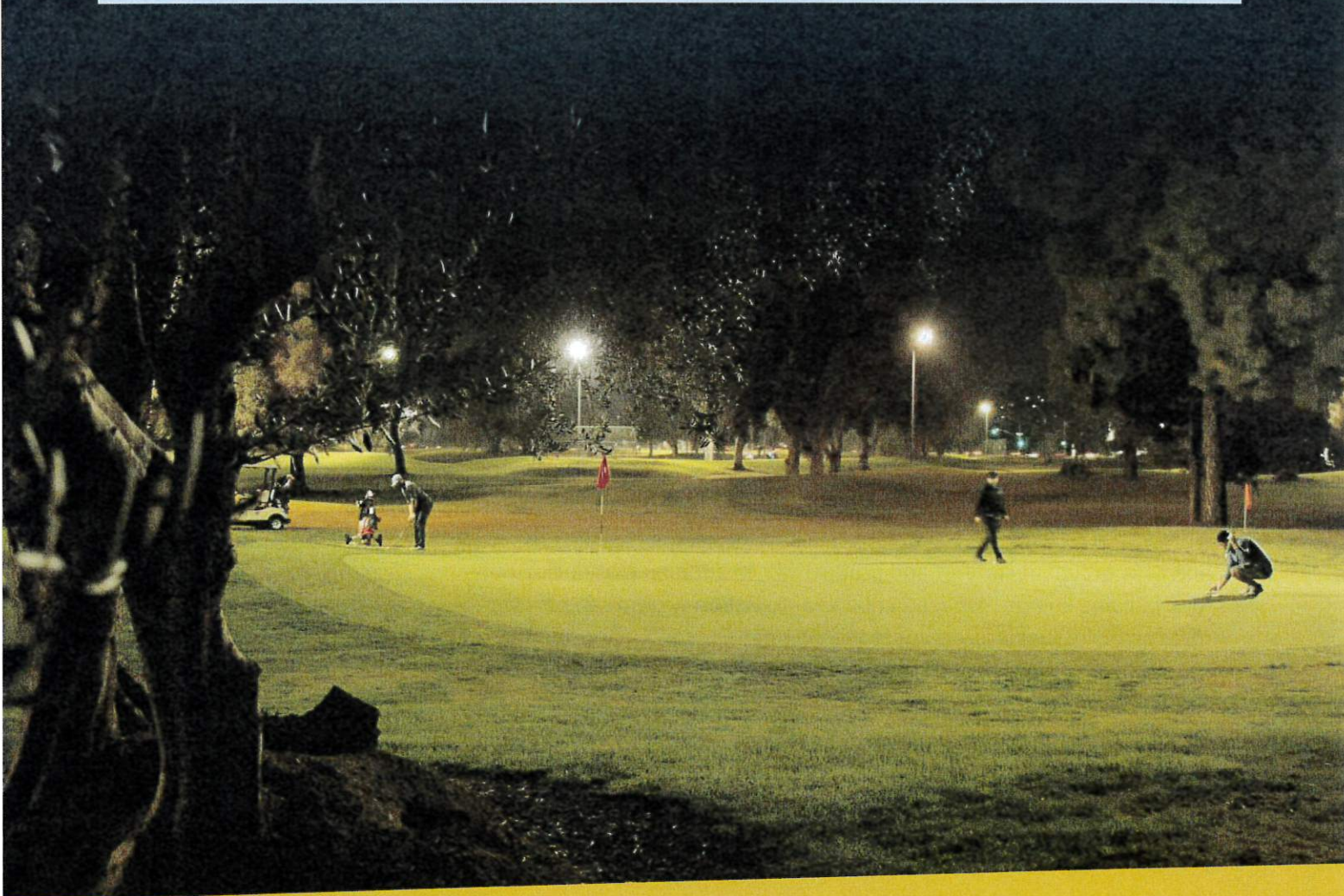
For example, by addressing deferred maintenance, the City can take advantage of the opportunity to increase occupant comfort and productivity, in addition to reducing operating costs. The implementation of a building energy management and automation system can be leveraged to develop a broader citywide data platform that informs space management, security, mobility, and more. This work can be completed with funding and financing strategies already well-established in the market that have little to no impact on the General Fund.

The 2015 CAP establishes the following municipal CO2e reductions:

Year	Overall Energy Reductions <sup>43</sup>	Electricity Reductions	Natural Gas Reductions	GHG Reductions
		(GWh)	(MM Therms)	(MT CO <sub>2</sub> e)
2020	15%	36	0.6	11,580
2035	25%	75	1.2	9,011

The targets established in this document vary slightly from the original targets in two ways:

- 1. The original reductions represent a 25% reduction from the 2010 BAU projection at 2035.** The new targets reflect cumulative reductions at 2020 and 2035, resulting in a 36% reduction from the 2010 BAU projection at 2035.
- 2. Instead of measuring reductions in CO<sub>2</sub>e, the new targets are translated to Million BTUs, a measure of energy common to electricity and natural gas, the two primary fuels consumed by building operations.** This new metric will result in a more straightforward effort to measure and verify reductions that result from implementation of the strategies below. Each year, reductions will be translated to CO<sub>2</sub> equivalents based on that year's electricity mix or renewable energy content.



# Strategy 1: Reduce Energy Consumption

Reducing energy consumed by City facilities through energy efficiency measures and conservation reduces GHG emissions, saves money, and presents opportunities to increase operational efficiency and address deferred maintenance.



## Action 1: IDENTIFY AND IMPLEMENT ENERGY EFFICIENCY PROJECTS

- Perform energy audits at City facilities to identify energy efficiency opportunities. Benchmark energy performance and prioritize audits at buildings with high energy use intensities (EUI) buildings that use more energy per square foot than other buildings of the same type and buildings with high energy costs.
- Coordinate with departments that regularly identify and address building needs including Real Estate Assets and Public Works. Specifically, review documentation regarding facility conditions, deferred maintenance and planned capital improvements, and explore ways to incorporate efficiency measures into planned work and vice versa. Engage building occupants to gather experiential feedback on comfort levels and operational issues that may be addressed alongside energy efficiency upgrades.
- Partner with the Public Utilities Department to implement water and wastewater treatment facility and pumping system upgrades that increase system performance while also decreasing energy consumption and GHG emissions.
- Prioritize energy efficiency measures and projects based on multiple factors including GHG reductions, life cycle costs and savings, maintenance savings, payback, etc. Ensure that priority is given to municipal facilities that support Communities of Concern and projects that increase the City's resiliency in the face of energy disruptions and natural disasters.
- Pursue comprehensive energy retrofit projects that address the building as a system, including the building envelope, heating and cooling systems and controls, lighting systems and controls, and other energy efficiency measures as identified. Consider opportunities to incorporate renewable energy, battery energy storage, and other alternative clean energy solutions into one project scope to maximize GHG reductions and minimize repeat disruptions to building operations.
- Explore and pursue a diversified portfolio of funding and financing options that enable deep energy retrofits while avoiding significant upfront capital costs.
- Continue to increase the efficiency of the City's streetlights through retrofits with LED fixtures or other technologies as they become available. Reduce energy consumed by City streetlights through implementing dimming policies that take advantage of ambient light during dawn and dusk. Maximize the use of technologies that allow for remote monitoring and management of streetlight performance.
- Document lessons learned as projects are implemented; gather feedback from all parties involved in and impacted by the projects. Incorporate lessons learned from pilot projects currently underway. Use lessons learned to repeat successful processes and improve project delivery over time.

### Communities of Concern

are census tracts identified within the City's [Climate Equity Index](#) (CEI) as having very low to low access to opportunity based on 35 indicators in five categories (environmental, socioeconomic, housing, mobility and health). As a result of lower access to opportunity, these communities are also more vulnerable to the impacts of climate change and must be prioritized.



## Action 2: MEASURE AND MANAGE ENERGY PERFORMANCE

- Identify and implement a building automation system (BAS) that facilitates ongoing measurement and verification of energy performance and streamlined energy management of all City facilities.
- Perform a citywide BAS inventory that identifies current energy management systems in place at City facilities and documents the extent of system upgrades necessary to proliferate a citywide BAS. Test and demonstrate the feasibility of BAS functionality in older City facilities that have antiquated energy systems.
- Regularly employ continuous building retro-commissioning (RCx), essentially a tune-up of building control systems, and install fault detection software to identify poor equipment performance, ensure buildings operate as designed and maintain peak efficiency.
- Partner with the Department of Information Technology (DoIT) to explore ways the City can leverage a citywide BAS to implement a broader Internet of things (IoT) platform.

### Project examples

#### SCOUP

Smart City Open Urban Platform (SCOUP) is a pilot project funded by a \$1.9 million grant from the California Energy Commission. SCOUP involves the installation of building energy management systems, controls and dashboards that track real-time energy performance at five City facilities and provide feedback on building energy usage. Energy dashboards will be installed in the lobbies of the five facilities and the Facilities Division will have back-end access to the energy management systems, allowing for real-time management of building energy performance. The project involves the replacement of antiquated thermostatic HVAC controls with Direct Digital Controls (DDC) at the Civic Center Complex facility.

#### Zero Net Energy Libraries

The Zero Net Energy (ZNE) Library project is funded by a \$3.5 million grant from the California Energy Commission. The project involves deep energy retrofits at three City facilities: Serra Mesa-Kearny Mesa, Valencia Park/Malcom X and Point Loma/Hervey libraries. The buildings are receiving upgraded lighting and lighting controls, new building energy management systems, and dashboards in the lobbies that share energy performance results with library patrons. Point Loma/Hervey is also receiving a new chiller. All three libraries have onsite solar photovoltaic (PV) systems. The goal is for the sites to use only as much energy as is generated by the onsite solar over a year's time, achieving ZNE status, and to serve as successful examples of ZNE retrofits on existing buildings.

### Opportunity

#### ESPCs

The City of San Diego is ideally positioned to enter into energy savings performance contracts (ESPCs) with energy service companies (ESCOs). In these contracts, ESCOs act as project developers and arrange financing for projects designed to improve the energy efficiency and maintenance costs for large buildings. Through performance contracting, an ESCO assesses a facility's energy efficiency opportunities, manages the construction, monitors and maintains energy performance, and recoups project costs through guaranteed energy cost savings over a specified amount of time. ESPCs can be particularly effective for large-scale collections of efficiency and/or renewable energy projects conducted at the same time.



### **MUNICIPAL FLEET ELECTRIFICATION**

The Climate Action Plan calls for electrifying 90% of the City's municipal fleet by 2035. Currently numbering over 4,000 fleet vehicles, municipal fleet electrification will significantly impact the City's energy demand. Fleet vehicle charging will primarily be conducted at charging stations installed at the facilities where fleet vehicles park for long periods of time. This strategy accounts for the anticipated energy demand increase municipal-wide and facility-level caused by municipal fleet electrification.

**EV  
CHARGING  
ONLY**

# Strategy 2: Increase Onsite Renewable Energy Generation



After maximizing energy efficiency at City facilities, onsite generation of renewable energy to supply remaining energy demand is an effective way to further reduce energy costs and GHG emissions and achieve zero net energy at both existing and newly constructed buildings.

## Action 1: IMPLEMENT RENEWABLE ENERGY PROJECTS

- Perform energy bill and onsite capacity assessments of City facilities to identify renewable energy opportunities. Prioritize buildings with high energy costs and minimal space constraints, buildings with fleet electric vehicle charging infrastructure, and projects at municipal facilities that support Communities of Concern.
- Explore all feasible renewable generating technologies including solar PV, solar thermal, wind, fuel cells and other technologies as they arise. Explore siting renewable generation projects on City-owned land, lakes and reservoirs, and leverage power-wheeling authority granted by local utilities and state regulatory authorities.
- Partner with the Public Utilities and Environmental Services departments to continue to implement renewable energy and load-shifting technologies that help reduce GHG emissions associated with water supply and treatment.
- Implement cost-effective renewable generation projects using financing mechanisms like power purchase agreements (PPAs) that eliminate the need for upfront costs.
- Consider the value of combining renewable generation with battery energy storage systems and/or microgrid installations to increase opportunities for cost-cutting activities such as load shifting and peak demand shaving. Battery energy storage and microgrids paired with solar PV also increase resiliency in the face of energy disruptions and support a stable electric grid (referenced in Strategy 4.) Prioritize projects at municipal facilities that support Communities of Concern as they will be disproportionately affected by climate-related disruptions.
- Consider opportunities to implement comprehensive projects that combine renewable energy and other alternative clean energy solutions into one project scope to maximize GHG reductions and minimize repeat disruptions to building operations.
- Identify and pursue incentives and rebates that help offset project costs and/or provide project support in the form of technical assistance. Seek grant funding to support implementation of innovative renewable energy projects.

## Action 2: ASSESS THE IMPACTS OF A CHANGING MARKET

- The City has a goal to achieve 100% renewable electricity citywide by 2035. Once the new regional community choice aggregation entity, San Diego Community Power (SDCP), is fully operational and procuring power, assess any new viability for onsite renewable generation at municipal facilities. A focus on local, renewable generation by SDCP may make renewable energy projects at municipal facilities more cost-effective.
- Follow advancement of tariffs that allow for public-private partnerships such as community solar, installations that are sited on municipal property and provide renewable credits to surrounding community residents and businesses. When practical, partner with local nonprofits and community stakeholders to develop community solar projects and programs.

## Project examples

### Phase 1 Solar PV Power Purchase Agreements (PPAs)

A solar PPA is a long-term contract with a third party to finance, install, operate and maintain a solar array on City property. Power produced by the on-site array is supplied at a price specified in the PPA and used behind the City's utility meter. These agreements allow the City to get solar pricing that takes advantage of federal tax credits for renewable energy. In early 2019, the City of San Diego partnered with a third-party PPA provider to complete the installation of solar PV at 17 City-owned rooftops and carports. The systems help offset energy costs for a variety of facility types and for City departments including Police, Fire-Rescue, Parks and Recreation, and Library. The completed portfolio produces approximately 3.5 megawatts of power annually and will result in an estimated cost savings of \$12.5 million over the 20-year PPA term.

### The Solar Energy Innovation Network (SEIN)

Supported by a grant from the Department of Energy, SEIN allowed the City to explore the renewable energy potential for solar systems 1 megawatt or larger within City limits. An interactive map lets residents and City staff explore the solar potential of a property and the generation capacity of nearby electrical substations.

### Beneficial Use of Digester Gas

In 2011, the City's Public Utilities Department installed a privatized Beneficial Use of Digester Gas (BUDG) plant at the Point Loma Wastewater Treatment Plant. The BUDG plant cleans the excess digester gas and powers an onsite 0.3 megawatt fuel cell plant. One hundred percent of the electricity generated from the fuel cell plant is used to run the BUDG plant. The plant feeds excess clean gas into the SDG&E natural gas pipeline for wheeling, which is being used to power a 1.4 megawatt privatized fuel cell plant at the South Bay Water Reclamation Plant, and a 2.8 megawatt fuel cell plant at UC San Diego.

## Opportunity

### Phase 2 Solar and Solar + Storage PPA RFP

Following the successful installation of 17 rooftop and parking lot solar installations, the City plans to execute PPAs for solar PV and solar paired with battery storage systems at additional municipal buildings. Phase 2 will include facilities from Police, Library, and the Parks and Recreation departments.



# Strategy 3: Strive for Zero Emissions Buildings



Zero emissions (also referred to as zero carbon) buildings are designed and equipped so that all energy use in the building — for heating, cooling, lighting, appliances, fleet vehicle charging, etc. — is as efficient as possible and comes from renewable energy sources.<sup>2</sup> Zero emissions buildings also do not use natural gas, a common building and water heating fuel with significant climate change impacts. As the City transitions to 100% renewable electricity procured by San Diego Community Power, maximizing the shift away from natural gas use and toward electricity for all building end uses is one of the fastest and most effective ways to deliver on this strategy.

As the City operates its buildings, it consumes other resources that contribute to climate change. For example, according to a California Energy Commission 2005 report, water-related energy consumption accounts for nearly one-fifth of the state's total electricity usage. Energy usage for water is important to understand not only because of the implications for the state's total energy demands but, also, because of the implications for GHG emissions and the climate goals of the region.<sup>3</sup>

## Action 1: ADOPT AND ENFORCE ZERO EMISSIONS BUILDING STANDARDS AND POLICIES

- Adopt a zero emissions policy that applies to new municipal construction projects. This policy will establish building standards and performance targets that incorporate energy efficiency, solar PV and electric vehicle charging 'readiness', and specifications for BAS and controls technologies to ensure all newly-installed systems can be integrated into a citywide IoT platform. Ensure existing policies addressing building energy performance are either retired or updated to reflect new standard.<sup>4</sup>
- To ensure compliance with the new policy, continually update all municipal construction guidance documents to reflect new standards, specifications and targets. Partner with the Public Works and Development Services departments to establish appropriate review and approval processes that facilitate enforcement. Provide education to critical internal and external stakeholders addressing zero emissions building solutions.
- Track advancement of regulatory requirements addressing backup diesel generators at critical facilities. When feasible, explore options for phasing them out and replacing them with proven, renewably-powered alternative technologies.

## Action 2: REDUCE EMBODIED CARBON

- Consider ways to reduce the embodied carbon GHG emissions associated with extracting, manufacturing and transporting materials to the jobsite of new municipal construction projects.
- Place special emphasis on reducing the embodied energy, or energy intensity of water that results from treatment and delivery. Partner with the Public Utilities Department to continue to implement system improvements, install renewable energy, and perform treatment optimization technologies that meet regulatory and permitting requirements to help reduce GHG.

<sup>2</sup> Carbon Neutral Cities Alliance, *GAME CHANGERS: Bold Actions by Cities to Accelerate Progress Toward Carbon Neutrality*, March 2020

<sup>3</sup> Raeser, L. *San Diego's Water Sources: Assessing the Options*, July 2010

<sup>4</sup> [https://docs.sandiego.gov/councilpolicies/cpd\\_900-02.pdf](https://docs.sandiego.gov/councilpolicies/cpd_900-02.pdf)  
<https://www.sandiego.gov/sites/default/files/legacy/environmental-services/energy/pdf/900-14.pdf>

- Implement water conservation strategies at municipal facilities. Consider updates to Council Policy 400-11<sup>5</sup>, the City's water conservation policy adopted in 1987. Seek opportunities to include water conservation upgrades in comprehensive municipal building energy improvement projects.

## Project examples

### Carbon Free Building Policies

California cities are beginning to address building design and operations in new construction and major renovations of municipal buildings by adopting policies that call for “maximizing deployment of energy efficiency, smart design, on-site renewable generation, and electrification” in order to reach carbon neutrality by 2030. These policies aim to significantly reduce the amount of carbon in municipal construction materials—such as steel, flat glass, and mineral wool board insulation—by adopting the Buy Clean California Act, which will establish Environmental Product Declaration (EPD) requirements to limit Global Warming Potential (GWP) for those materials. Cities endorsing these guidelines are sending an important market signal that reducing embodied carbon is a priority action for building owners. In addition to addressing zero carbon buildings—both operational and embodied— adopted policies call for carbon reductions in the electricity grid and transportation sector, as well as investigating options for low- and zero-carbon based renewable energy investment. The orders also require equitable access to clean power for low-income, multifamily, and affordable housing. Other provisions cover zero waste, zero-wasted water, resilient and cool cities, and air quality tracking.

### Pure Water San Diego

Pure Water San Diego is the City of San Diego's phased, multi-year program that will provide one-third of San Diego's water supply locally by 2035. The Pure Water San Diego Program will use proven water purification technology to clean recycled water to produce safe, high-quality drinking water. The program offers a cost-effective investment for San Diego's water needs and will provide a reliable, sustainable water supply that has a lower energy intensity than the water currently imported to the region.



<sup>5</sup> [https://docs.sandiego.gov/councilcomm\\_agendas\\_attach/2011/NRC\\_110302\\_4b.pdf](https://docs.sandiego.gov/councilcomm_agendas_attach/2011/NRC_110302_4b.pdf)



# Strategy 4: Support Resiliency and Grid Stability



The U.S. Department of Energy defines grid-interactive efficient buildings (GEBs) as energy efficient buildings with connected, smart, distributed energy resources (DERs) that are integrated and continuously optimized for the benefit of building owners, occupants and the electric grid. This strategy ensures that the energy efficiency and renewable generation efforts described above can be best leveraged to achieve a balanced grid, and will also help the City of San Diego remain functional during, or to bounce back quickly in response to, climate-driven energy disruptions from wildfires, floods and other severe weather events.



## EFFICIENT

Persistent low energy use minimizes demand on grid resources and infrastructure



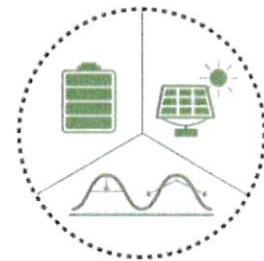
## CONNECTED

Two-way communication with flexible technologies, the grid, and occupants



## SMART

Analytics supported by sensors and controls co-optimize efficiency, flexibility, and occupant preferences



## FLEXIBLE

Flexible loads and distributed generation/storage can be used to reduce, shift, or modulate energy use

6

## Action 1: DEPLOY SMART, CONNECTED DERs

- Identify City buildings appropriate for installation of distributed energy resources like battery energy storage, electric vehicle charging stations, and microgrids that enable building energy loads to be dynamically shaped and optimized in response to grid signals.
- Identify City buildings appropriate for demand response technologies and activities. Deploy technologies and actions that adjust electricity demand according to the real-time needs of the grid and consumers to increase the economic value of site upgrades and decrease payback periods.
- Prioritize projects that provide increased resiliency for the City in preparation for our response to climate change-driven energy disruptions. Reference the Climate Resilient SD plan and departments that deploy critical City operations to determine the best locations for projects that significantly increase energy resiliency. Prioritize projects at municipal facilities that support Communities of Concern.
- Work closely with DoIT to ensure smart, connected technologies adhere to cybersecurity protocols. Ensure smart sensors and technologies that collect data adhere to City ordinances addressing privacy and surveillance.

<sup>6</sup> <https://www.energy.gov/eere/buildings/grid-interactive-efficient-buildings>



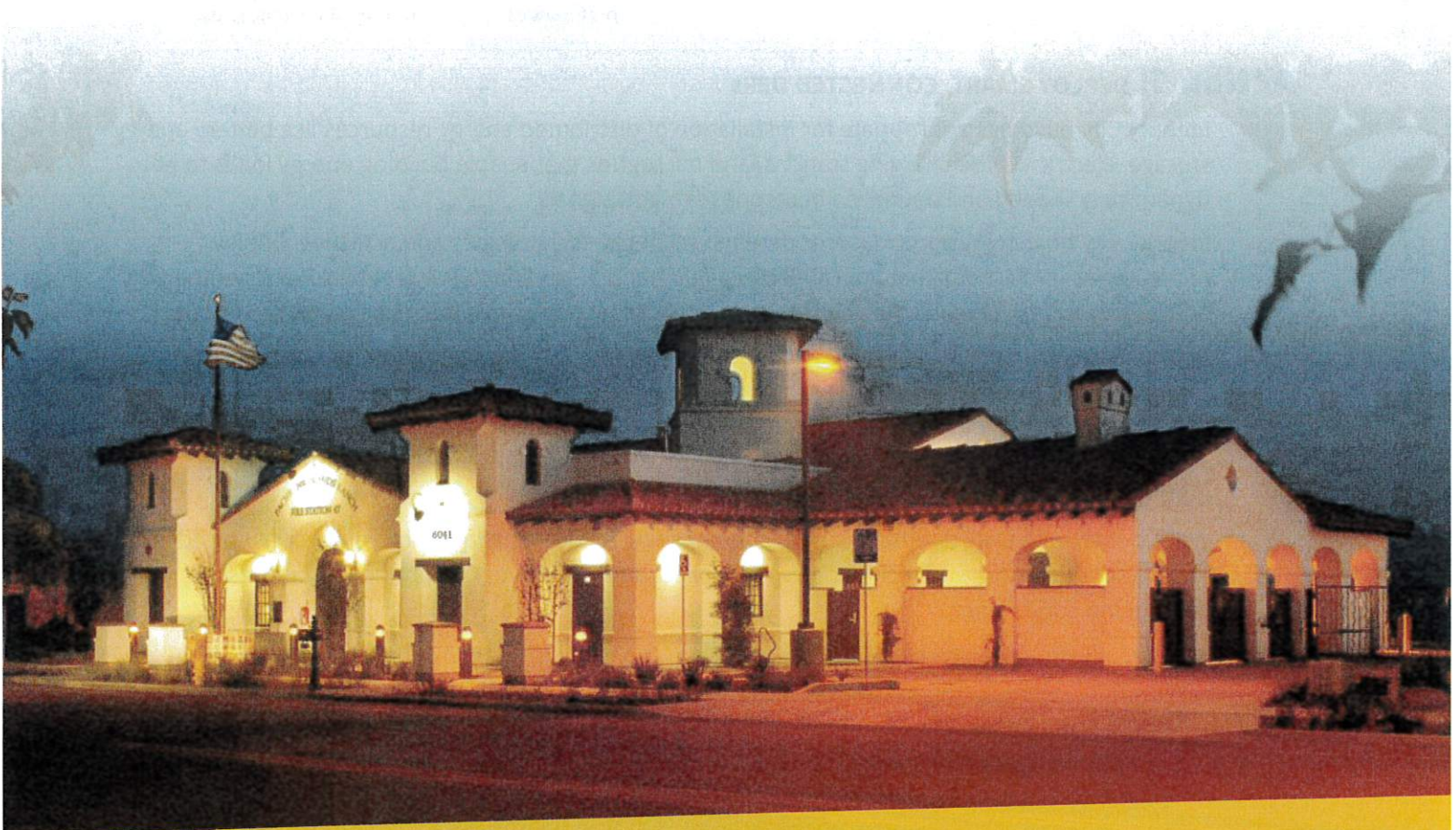
## Action 2: SECURE FUNDING FOR GEB PILOT PROJECTS

- Take advantage of generation incentives and local programs established by SDG&E and San Diego Community Power to improve the carbon profile of the City as a whole.
- Establish partnerships with GEB industry leaders to deploy demonstration projects at municipal facilities. Apply for and secure grant funding that allows GEB projects to proliferate across the City in both municipal and community buildings.

### Project examples

#### FortZED, Fort Collins

FortZED is a public/private partnership between the City of Fort Collins, Colorado State University and Colorado Clean Energy Cluster businesses to accelerate solutions for the energy sector's most challenging problems. In 2007, the partners began work on a Net Zero Energy District – a two-square-mile area in downtown Fort Collins comprised of residential, commercial and university buildings. By 2011, the strategic integration of energy generation, storage and conservation activities allowed five participating downtown businesses to collectively reduce peak-load demand on a designated micro-grid within the ZED's boundaries by more than 20% during test periods that lasted more than four weeks. With energy-generating assets on site, and with more detailed data available, the partners are now far better positioned to make cost-effective decisions about operations and energy-related investments as FortZED development progresses.



# Strategy 5: Engage and Educate



While many of the actions outlined above will be implemented behind the scenes across the City's building portfolio, City staff and patrons of the City's public buildings have a role to play in achieving the Municipal Energy Strategy's GHG reduction goals. This strategy describes ways staff and community members will be engaged in clean energy education, and how the City's clean energy projects can serve as training ground to help transform the local clean energy workforce.

## Action 1: ENGAGE AND EDUCATE BUILDING OCCUPANTS AND PATRONS

- Develop and implement staff engagement campaigns that provide education about the City's Municipal Energy Strategy and the importance of energy efficiency and conservation in achieving the City's CAP goals and reducing the impacts of climate change.
- Provide building performance education to community members through informational dashboards in the lobbies of public-facing buildings like libraries and recreation centers. Partner with and support community stakeholders to develop and implement community engagement programs that leverage the information presented by the dashboards. Prioritize programming at municipal facilities that support Communities of Concern as they will be disproportionately affected by climate-related disruptions.

## Action 2: TRAIN THE LOCAL WORKFORCE

- Take advantage of clean and efficient energy projects at municipal facilities to provide workforce education and training for local industry participants. Partner with labor unions and community organizations to develop programs that bring workforce education and training to the local clean energy workforce.
- Leverage municipal electrification efforts to help transform the market for building decarbonization. Partner with manufacturers and distributors to bring training to the local workforce to help build a local supply chain for alternative electric space and water heating technologies as the market advances.

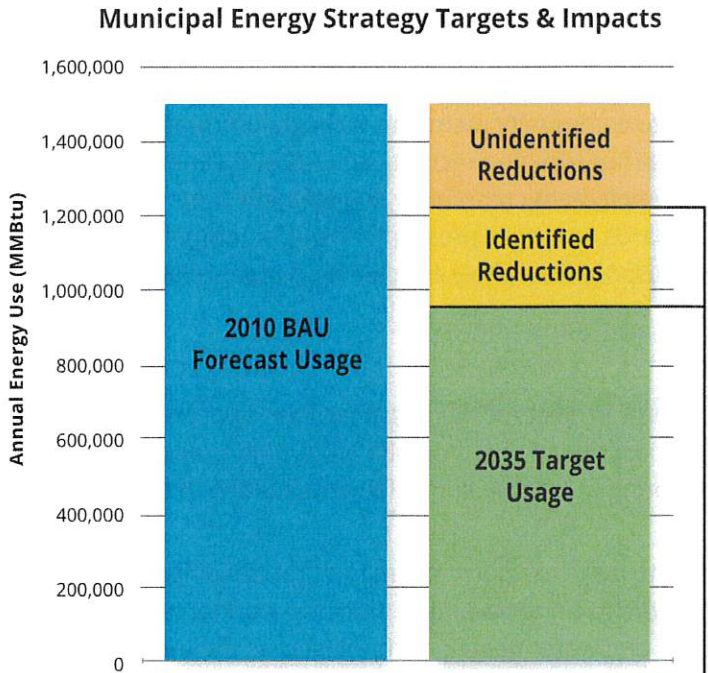
### Project examples

#### Zero Net Energy Libraries

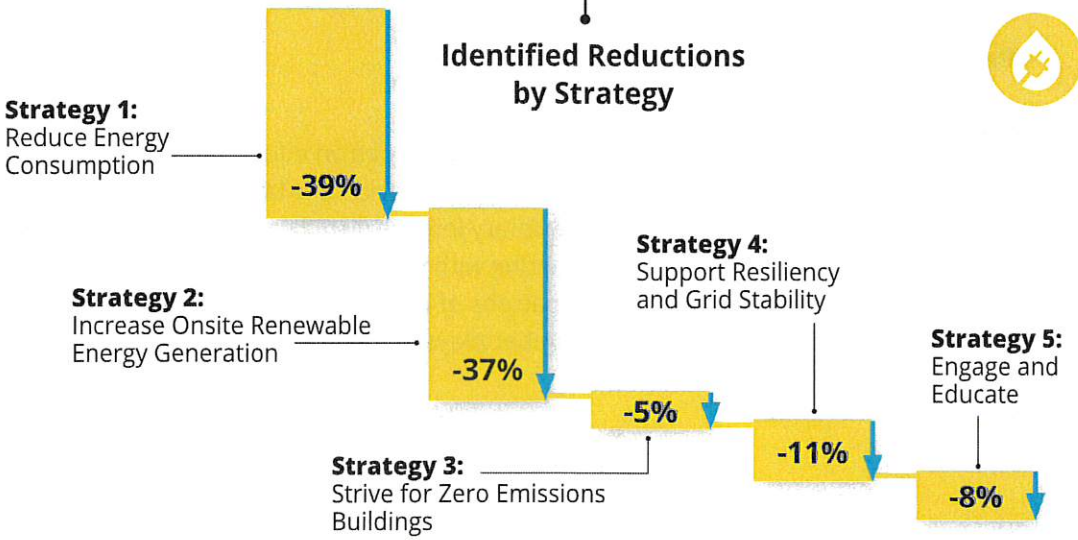
The Zero Net Energy (ZNE) Library project is bringing patron education and energy dashboards to three City facilities: Serra Mesa-Kearny Mesa, Valencia Park/Malcolm X and Point Loma/Hervey libraries. The dashboards located in the library lobbies display energy performance results for library patrons to view. The City is partnering with the San Diego Green Building Council to bring education events and resources to the patrons of each library, connecting these energy upgrades to the important role each community member plays in the fight against climate change.

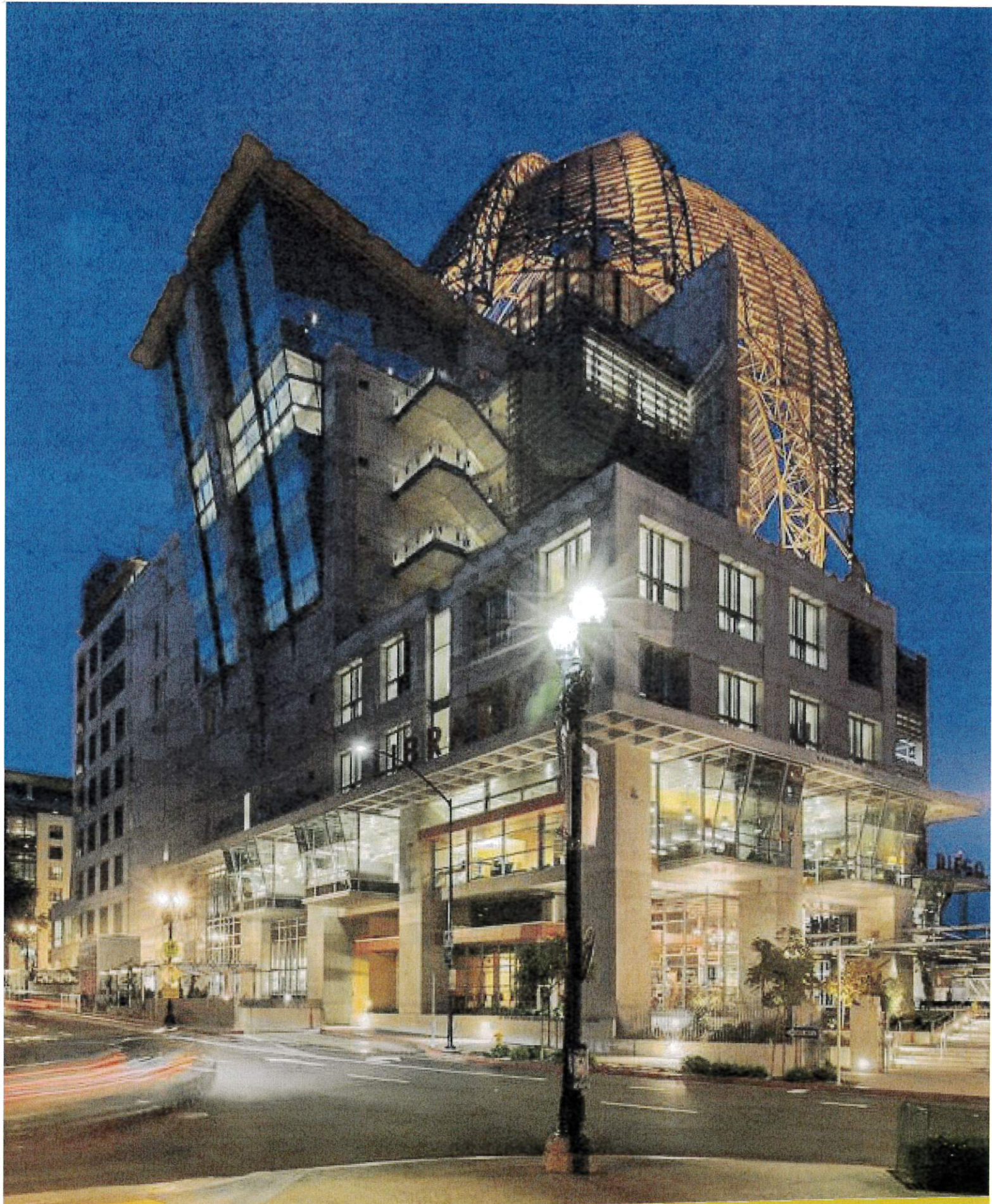
# Conclusion

The strategies outlined in this document are designed to achieve the ambitious municipal energy and GHG reduction goals established by the City of San Diego's Climate Action Plan. The table below demonstrates the energy reductions necessary to achieve those goals. Many clean energy projects, policies and programs have already been identified and are either currently under way or being considered for implementation in the near future. These efforts take the City approximately halfway toward the 2035 goal; anticipated savings are distributed across the five strategies as demonstrated by the yellow bars. The City must continue to identify additional projects, identified by the orange bar below, to achieve the necessary reductions.



By reducing energy consumption, increasing onsite renewable energy generation, electrifying end uses, deploying smart and connected distributed energy resources, and engaging all San Diegans along the way, we increase community resiliency and cut energy costs with minimal impact on the General Fund. With every improvement to our facilities, San Diego will continue to lead in the fight against climate change and pave the path to a cleaner energy future.







This information is available in alternative formats upon request.



# **APPENDIX D**

San Diego Municipal Buildings  
Zero Emissions Policy (DRAFT)

# San Diego Municipal Buildings Zero Emissions Policy

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Prepared by: New Buildings Institute  
Author: Mark Lyles, Amy Cortese, and Webyl Bowles  
Date: May 2021

DRAFT

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## Background

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- a) California Policy
  - i) AB 32 Global Warming Solutions Act of 2006 requires the State of California to reduce greenhouse gas emissions to 1990 levels by 2020 and beyond, and the energy used in buildings accounts for the second largest contribution to California's greenhouse gas emissions.
  - ii) 2008 Energy Efficiency Strategic Plan requires all new commercial construction to be Zero Net Energy by 2030 and 50% of existing buildings to be Zero Net Energy by 2030.
  - iii) SB 350 Clean Energy and Pollution Reduction Act requires California's renewable electricity procurement to be 50% percent by 2030 and double energy efficiency savings in electricity and natural gas end uses by 2030.
  - iv) SB 100 Renewable Portfolio Standard sets a world-leading precedent by committing to 100% clean, fossil fuel free energy in California by 2045, speeding up the state's timeline for moving to carbon-free power sources.
  - v) AB 3232 Zero Emissions Buildings and Sources of Heat Energy of 2018 requires the California Energy Commission (CEC) to assess, by January 1, 2021, how to reduce greenhouse gas (GHG) emissions from the state's building stock by 40 percent below 1990 levels by 2030.
  - vi) AB 262 Buy Clean California Act and California AB 1365 Clean Concrete, require State agencies, the University of California, and the California State University Systems to meet carbon emissions targets associated with the production of structural steel (hot-rolled sections, hollow structural sections, and plate), concrete reinforcing steel, flat glass, mineral wool board insulation, and concrete (ready-mix, shotcrete, precast, concrete masonry units.)
- b) San Diego Policy
  - i) 900-14 Sustainable Buildings Policy reasserts 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.
  - ii) 2015 Climate Action Plan calls for eliminating half of all greenhouse gas emissions in the City and aims for all electricity to be from renewable sources by 2035.
  - iii) Municipal Energy Strategy is a strategic energy plan that puts the City's municipal facilities on the path to zero emissions.

## Goal

Take steps to reduce emissions from municipal facilities with a goal of achieving portfolio-wide zero emissions in municipal facility operations by 2035 by prioritizing proven energy efficiency strategies, eliminating the use of non-emergency fossil fuel systems and appliances, and

***San Diego Municipal Zero Emissions Buildings Policy***

requiring the generation, or procurement of, renewable energy sources to offset emissions from facility operations.

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## Definitions

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- a) *Design Target*: The annual energy use intensity calculated for a *proposed design*.
- b) *Electric Vehicle Supply Equipment (EVSE)*: The conductors, including the ungrounded, grounded, and equipment grounding conductors, and the Electric Vehicle connectors, attachment plugs, and all other fittings, devices, power outlets, or apparatus installed specifically for the purpose of transferring energy between the premises wiring and the Electric Vehicle.
- c) *Embodied Carbon*: The total impact of all the greenhouse gases emitted by the supply chain of a construction material, including raw material extraction, transport to the manufacturing plant, the manufacturing process, the transport of finished goods to the construction site, construction site activities and material losses, materials use phase, repair, maintenance, and replacement, as well as the end of life processing. (Source: CNCA)
- d) *Energy Retrofit*: Any construction, retrofit or renovation to an existing structure other than a *major renovation*, that alters or reconfigures the *thermal envelope* of a building or its *systems* and equipment.
- e) *Energy use intensity*: Is reported as a value of thousand British thermal units per square foot per year. (Source: WA HB 1257)
- f) *Environmental Product Declaration (EPD)*: An Environmental Product Declaration (EPD) is an independently verified and registered document that reports a product's environmental impact over its life cycle. (Source: DGS)
- g) *EV Capable Space*: An automotive parking space that is provided with some of the infrastructure necessary for the future installation of an EVSE, such as conduit, raceways, electrical capacity signage, or reserved physical space for such infrastructure.
- h) *EV Ready Space*. An automotive parking space that is provided with an electrical circuit capable of supporting an installed EVSE.
- i) *Global Warming Potential*: The equivalent amount of carbon dioxide associated with the warming effect of a given quantity of a GHG expressed as CO<sub>2</sub>-equivalent (CO<sub>2</sub>e).
- j) *Greenhouse Gas (GHG) Emissions*: A measure used to determine and compare the emissions of various greenhouse gases based upon their global warming potential (GWP). Carbon dioxide equivalent (CO<sub>2</sub>e) emissions from carbon dioxide (CO<sub>2</sub>), methane (CH<sub>4</sub>), and nitrous oxide (N<sub>2</sub>O) are included. The CO<sub>2</sub>e for a gas is calculated by multiplying the weight of the gas by its associated GWP. (Source: ASHRAE Standard 105)
- k) *Major renovation*: Any repair, alteration, addition, or improvement of a building or structure, where the work area exceeds 50% of the building's gross floor area. (Source: CA IEBC definition for "substantial improvement" and the IEBC definition for a level 3 alteration)
- l) *New construction*: Newly constructed building that have never been used or occupied for any purpose. (Source: Current SD policy (and Title 24))

## San Diego Municipal Zero Emissions Buildings Policy

- m) *On-site renewable energy system*: Photovoltaic, solar thermal, geothermal energy, and wind systems used to generate energy and located on any of the following:
  - i) The building
  - ii) The property upon which the building is located
  - iii) A property that shares a boundary with and is under the same ownership or control as the property on which the building is located
  - iv) A property that is under the same ownership or control as the property on which the building is located and is separated only by a public right-of-way from the property on which the building is located.
- n) *Proposed design*: A description of the proposed building, or portion thereof, used to estimate annual energy use and fossil fuel combustion, used as the basis for calculating the *design target*.
- o) *Renewable Energy Certificate (REC)*: A tradable instrument that represents the environmental attributes of one megawatt hour of renewable electricity generation and is transacted separately from the electricity generated by the renewable energy source; also known as “energy attribute” and “energy attribute certificate.” (Source: ZERO Code)
- p) *Site Energy Use Intensity (EUI)*: A measurement that normalizes a building's site energy use relative to its size. A building's energy use intensity is calculated by dividing the total net energy consumed in one year by the gross floor area of the building, excluding the parking garage.
- q) *System*: a combination of equipment and auxiliary devices by which energy is transformed so it performs a specific function, such as HVAC, service water heating, or lighting.
- r) *Thermal Envelope*: The basement walls, exterior walls, floors, ceilings, roofs and any other building element assemblies that enclose conditioned space or provide a boundary between conditioned space and exempt or unconditioned space.
- s) *Type III EPD*: A product-specific environmental product declaration that conforms to International Organization for Standardization (ISO) standard 14025, and European Standard (EN) 15804 or ISO 21930. The Type III EPD includes the numeric global warming potential of the product and has at least a “cradle to gate” scope, covering product life cycle from resource extraction to the factory.

## Scope

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- 1) Commencing with this policy, all City owned, occupied, or leased facilities must take action to achieve net-zero emissions. This shall be achieved in *new construction*, *major renovation* and *energy retrofit* projects larger than 1,000 square feet by implementing the following strategies:
  - a. Prioritizing energy efficiency by achieving appropriate *Site EUI* targets.
  - b. Specifying electric sources for space conditioning, water heating, cooking, lighting, and all other non-emergency functions.
  - c. Offsetting building operational energy use with renewable energy sources.
  - d. Considering opportunities to reduce the lifecycle impacts of embodied carbon associated with materials.
- 2) Additionally, all city departments shall develop a plan for the elimination of sources of fossil fuel combustion within their existing facilities by 2035.
- 3) Disclose the environmental impact of select building materials used in *new construction* and *major renovations* projects by submitting Environmental Product Declarations or comply with Buy Clean California Act.
- 4) To further reduce GHG emissions from facilities, the following strategies are encouraged, but not required, as part of new construction and major renovation projects.
  - a. Take steps to reduce the embodied carbon emissions associated with building materials.
  - b. Account for GHG emissions from refrigerants and take steps to promote the use of low global warming potential (GWP) refrigerants.
  - c. Account for GHG emissions from transportation sources and promote electrification of the city's vehicle fleet.

## Implementation

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- 1) All *new construction* projects larger than 1,000 square feet shall use energy modeling to demonstrate that the proposed design meets, or is lower than, the applicable Site Energy Use Intensity targets specified in Table 1, or exceeds the applicable version of California code (California Code of Regulations, Title 24, Part 6) by at least 20%. Building types not included in Table 1 shall exceed the applicable version of California code by at least 20%.

Table 1: Proposed Site EUI Targets for New Construction Projects

Facility Type	Site EUI Target for New Construction (kBtu/sq.ft./year)
Community Center	20
Fire Station	28
Laboratory	160
Library	28
Medium Office (≤100,000 Sq. Ft)	20
Museum	18
Non-refrigerated Warehouse	8
Operations Yard (Vehicle service)	25
Police	45
Recreation Center	20
Refrigerated Warehouse	15
Restaurant	150
Senior Center	30
Theater	20

- 2) All Major renovation projects larger than 1,000 square feet shall use energy modeling to demonstrate that the proposed design meets, or is lower than, the applicable site Energy Use Intensity targets specified in Table 2, or exceeds the applicable version of California code by 15% or more. All other facility types not included in Table 2 shall exceed the applicable version of California code by 15% or more.

Table 2: Proposed Site EUI Targets for Major Renovation Projects

Facility Type	Site EUI Target for Major Renovations (kBtu/sq.ft./yr)
Fire Station	35
Library	35
Medium Office (≤50,000 Sq. Ft)	27

**San Diego Municipal Zero Emissions Buildings Policy**

Facility Type	Site EUI Target for Major Renovations (kBtu/sq.ft./yr)
Non-refrigerated Warehouse	12
Operations Yard (Vehicle service)	35
Police	55
Recreation Center	25
Refrigerated Warehouse	25
Restaurant	200

- 3) All new construction and major renovation projects shall be designed and operated without using fossil fuel systems and appliances for meeting space conditioning, water heating, cooking, lighting, and all other non-emergency functions.
- 4) All new construction and major renovation projects shall offset their GHG emissions, on an annual basis, by generating renewable energy from on-site sources, and or purchasing renewable energy from off-site sources using the following calculation method:
  - a. Determine GHG emissions from energy consumption in accordance with ASHRAE Standard 105, Section 7 using GHG emissions factors published by the EPA<sup>1</sup>.
  - b. Offset the equivalent amount of GHG emissions, as determined in in 4a, using renewable energy from the acceptable sources indicated in Table 3. This shall be accomplished by using the corresponding procurement factors when converting renewable electricity to GHG emissions.

Table 3: Acceptable Renewable Energy Sources

Source	Procurement Factor <sup>2</sup>	Additional Requirements
Onsite Renewables	1.0	Located within the site boundary
Directly owned off-site renewable energy system	0.75	
Community renewable energy facility	0.75	
Virtual Power Purchase Agreement	0.75	

<sup>1</sup> [https://www.epa.gov/sites/production/files/2018-03/documents/emission-factors\\_mar\\_2018\\_0.pdf](https://www.epa.gov/sites/production/files/2018-03/documents/emission-factors_mar_2018_0.pdf)

<sup>2</sup> Source: CA Zero Code

## San Diego Municipal Zero Emissions Buildings Policy

- i) Off-site renewable energy delivered or credited to the facility shall be subject to a legally binding contract to procure qualifying off-site renewable energy. Qualifying off-site renewable energy shall meet the following requirements:
  - (1) The City shall sign a legally binding contract to procure qualifying off-site renewable energy with a minimum duration of 20 years. The contract shall be structured to survive a partial or full transfer of ownership of the facility property.
  - (2) RECs associated with the purchase contract from an off-site renewable energy system shall be assigned exclusively to the facility owner for the duration of the contract.
  - (3) The renewable energy generating source shall be photovoltaic systems, solar thermal power plants, geothermal power plants, wind turbines, and fuel cells powered by renewable energy sources.
  - (4) The generation source shall be located where the energy can be delivered to the facility site by the same utility or distribution entity; the same ISO or RTO; or within integrated ISO's (electric coordination council).
- 5) Projects that are not classified as new construction or major renovations shall meet the following requirements:
  - a. Energy retrofit projects shall install measures and/or equipment that results in less energy consumption at the site, moving beyond like-for-like replacements.
  - b. Energy retrofit projects shall prioritize measures that result in the replacement of fossil fuel systems and appliances used to meet space conditioning loads and or provide hot water with high-efficiency all-electric systems and appliances.
  - c. All fossil fuel systems and appliances used to space conditioning, water heating, cooking, lighting, and all other non-emergency functions shall be replaced with all-electric systems and appliances upon the end of that system or appliances useful life.
- 6) New construction and major renovation projects with parking facilities for passenger and light duty vehicles shall include Electric Vehicle (EV) charging infrastructure that meets the following requirements:
  - a. No less than 50% of parking spaces shall be *EV-capable*, *EV-Ready*, or *EVSE* spaces, of which at least 10%, and no fewer than one, shall be *EVSE* spaces.
  - b. The requirements for accessible spaces shall be separately calculated and parking at accessible spaces where an EVSE is installed shall not be limited to electric vehicles.
  - c. The facility electrical panel that contains the physical space to accommodate the future installation of circuit breakers for *EV-capable* spaces shall have sufficient electrical capacity to provide no less than 1.9 kVA per EV Capable space.
- 7) All new construction and major renovation projects funded or co-funded by the City shall comply with Buy Clean California Act (BCCA) (Public Contract Code Sections 3500-3505) including the Clean Concrete amendment (AB-1365), as administered by California Department of General Services (DGS.) Construction material and products' global warming potential (GWP) must not exceed the target carbon emissions set by DGS. Materials and products covered include structural steel (hot-rolled sections, hollow structural sections,



and plate), concrete reinforcing steel, flat glass, mineral wool board insulation, concrete (ready-mix, shotcrete, precast, concrete masonry units) or calculate and disclose their environmental impact by complying with the reporting requirements of this policy.

- a. Projects may seek an advance written waiver for deviations by material. Waivers will be granted on a material basis, not a project basis.
  - i. For any waiver request, the project must state quantities concerned and reasons for not being able to use materials and products that meet the BCCA.
  - ii. All waivers must be preapproved, documented, and the reason for deviation be justified and reported.
  - iii. Waivers will be reviewed and granted or denied.

### **Annual GHG Emissions Reporting**

- 1) All new construction projects and major renovations larger than 1,000 square feet completed after the adoption of this policy must disclose the following information to the Sustainability Department:
  - a. Prior to submission of final building permit, the architect or engineer of record shall submit a GHG Emissions Compliance report that includes:
    - i. Documentation of the applicable energy efficiency requirements:
      1. Energy modeling documentation that the *proposed design* has a *site EUI* less than or equal to the *design target*; or
      2. The *proposed design* exceeds the applicable version of California code (California Code of Regulations, Title 24, Part 6) by 20% or more if a new construction project; or
      3. The *proposed design* exceeds the applicable version of California code (California Code of Regulations, Title 24, Part 6) by 15% or more if a major renovation
    - ii. An inventory of all fossil fuel consuming appliances and equipment and confirmation that space conditioning and hot water heating are met with all-electric systems and appliances.
    - iii. An estimate of the annual GHG emissions associated with the project.
    - iii. A renewable energy assessment that identifies the renewable energy sources that will be used to offset the estimated GHG emissions on any annual basis.
  - b. Within 2 years of final certificate of occupancy, and every year thereafter, the following shall be disclosed:
    - i. A weather normalized site energy use intensity for the previous 12 months.
    - ii. Documentation that the project has achieved a GHG emissions balance of zero where the total calculated emissions associated with the facility operation is less than or equal to the emissions avoided as a result of generating or procuring renewable energy over the course of the year.

## *San Diego Municipal Zero Emissions Buildings Policy*

- 2) By 2023, all City Departments shall submit a detailed plan to the Sustainability Department that identifies and prioritizes the strategies needed to eliminate fossil fuel combustion within each facility by 2035. This plan shall include:
  - a. An inventory of each facilities fossil fuel combustion equipment and the useful life remaining for that equipment;
  - b. The necessary actions and investments needed to eliminate fossil fuel systems;
  - c. A timeline for substantial alterations and system replacement efforts;
  - d. Priority actions for system replacement efforts that have the greatest potential return on investment based on cost analysis that includes the cost of carbon emission impacts; and
  - e. Identifies potential locations for the installation of on-site renewable energy systems.
- 3) All new construction projects and major renovations shall submit Type III environmental product declaration (EPD) documentation confirming compliance with the Buy Clean California Act and Clean Concrete amendment for the applicable materials at two project milestones:
  - a. Within one month of a successful bid, the team must submit documentation of compliance for all eligible materials and applications for material waivers (if applicable).
  - b. Prior to Certificate of Occupancy, the project team must submit an updated inventory of all eligible materials and products subject to BCCA, and approved material waiver(s) (if applicable).
  - c. Documentation requirements:
    - i. Collected EPDs as a Portable Document Format (PDF) for all eligible products and materials indicating compliance with DGS's BCCA requirements.
    - ii. Type III EPDs that meet the following:
      1. A facility-specific manufacturer
      2. Developed according to the guidelines of the applicable Product Category Rule (PCR) as identified by DGS
      3. Proof of validation as indicated by a date that has not expired at the point of the specification
      4. Be available in a publicly accessible database.

**Requirements for non-compliance**

- 1) If the reporting requirements of this policy determine that facility has failed to meet its energy efficiency target within a +5% margin, it must meet the following requirements:
  - a. Conduct an investment grade energy audit that identifies a suite of energy efficiency measures and management measures for the facility, to bring the facility in line with its stated energy efficiency goals.
  - b. Adopt an implementation plan for implementing the identified energy efficiency measures that may include a phased approach that addresses systems or equipment that do not need to be replaced before the end of its useful life.
- 2) If the reporting requirements of this policy determine that the GHG emissions from the project exceed its avoided GHG emissions within a +5% margin, it must select one of the following:
  - a. Meet the requirements of #1 of this section to reduce the GHG emissions associated with facility operations in effort to bring the project in line with the emissions avoided from the renewable energy associated with project, on an annual basis.
  - b. Procure additional renewable energy in order to achieve a GHG emissions balance of zero.

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References:

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- California Department of General Services Zero Net Energy - <https://www.dgs.ca.gov/OS/Resources/Page-Content/Office-of-Sustainability-Resources-List-Folder/Zero-Net-Energy>
  - California Zero Code - <https://zero-code.org/wp-content/uploads/2018/09/ZERO-Code-California.pdf>
  - 2019 CalGreen - <https://codes.iccsafe.org/content/CAGBSC2019/cover>
  - ASHRAE Standard 105 (Methods for Determining, Expressing, and Comparing Building Energy Performance and Greenhouse Gas Emissions) - <https://webstore.ansi.org/standards/ashrae/ansiashraestandard1052014>
  - Buy Green California - <https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Buy-Clean-California-Act>
  - International Organization for Standardization (ISO) standard 14025 - <https://www.iso.org/standard/38131.html>
  - International Organization for Standardization (ISO) 21930 - <https://www.iso.org/standard/61694.html>
- European Standard (EN) 15804 - <https://www.en-standard.eu/csn-en-15804-a2-sustainability-of-construction-works-environmental-product-declarations-core-rules-for-the-product-category-of-construction-products/>

**END OF SCOPE OF SERVICES**

**COMPENSATION AND FEE SCHEDULE**

**COMPENSATION & FEE SCHEDULE**

Phase/Task	Architect	Structural	Civil / Surveying / Mapping	Landscape	Geotech	Mechanical/Plumbing/ Electrical/Fire Alarm/Tech/IT/LEED/	Laboratory	Fire Protection Engineer	Interior Design & FF&E	Cost Estimating	Environmental	Traffic	TOTAL
1 Preliminary Design	\$65,000	\$15,700	\$14,380	\$7,009	\$3,960	\$32,325	\$19,500	\$2,350	\$4,000	\$4,999	\$19,658	\$0	
2 30% Design	\$97,501	\$23,550	\$21,570	\$10,513	\$5,940	\$48,488	\$29,250	\$3,525	\$6,000	\$7,499	\$29,487	\$0	
3 60% Design	\$136,501	\$32,970	\$30,198	\$14,718	\$8,316	\$67,883	\$40,950	\$4,935	\$8,400	\$10,498	\$41,282	\$0	
4 90% Design	\$162,501	\$39,250	\$35,951	\$17,521	\$9,900	\$80,813	\$48,750	\$5,875	\$10,000	\$12,498	\$49,145	\$0	
5 100% Final Design	\$32,501	\$7,850	\$7,190	\$3,504	\$1,980	\$16,163	\$9,750	\$1,175	\$2,000	\$2,500	\$9,829	\$0	
6 Bid / Award Support	\$26,000	\$6,280	\$5,752	\$2,803	\$1,584	\$12,930	\$7,800	\$940	\$1,600	\$2,000	\$7,864	\$0	
7 Construction Administration	\$123,501	\$29,830	\$27,322	\$13,316	\$7,524	\$61,418	\$37,050	\$4,465	\$7,600	\$9,498	\$37,351	\$0	
8 Project Closeout	\$6,501	\$1,570	\$1,438	\$701	\$396	\$3,233	\$1,950	\$235	\$400	\$500	\$1,965	\$0	
Subtotal	\$650,000	\$157,000	\$143,800	\$70,085	\$39,600	\$323,250	\$195,000	\$23,500	\$40,000	\$49,990	\$196,581	\$0	\$1,888,806
9 CASP/ADA	\$12,000												
10 Environmental - CEQA Addendum											\$11,655		
11 Environmental - Community Outreach & Presentation											\$4,645		
12 Environmental - Waste Management Plan											\$14,395		
13 Environmental - Phase I Environmental Site Assessment											\$12,708		
14 Civil - PTR, Utility Mark-out, Potholing			\$23,100										
15 Civil - Utility Connections, Sup. Topo Surveys, City Agreements			\$14,100										
16 Landscape - Temp. Trailer Staging Landscape Restoration				\$57,225									
17 Structural - Risk III Category, ETABS Model, Seismic Evaluation		\$16,000											
18 3D Building Scan	\$10,500												
19 Partnering	\$46,000												
20 Traffic												\$10,600	
21 Printing	\$10,000												
<b>TOTAL SCOPE OF SERVICES</b>	<b>\$728,500</b>	<b>\$173,000</b>	<b>\$181,000</b>	<b>\$127,310</b>	<b>\$39,600</b>	<b>\$323,250</b>	<b>\$195,000</b>	<b>\$23,500</b>	<b>\$40,000</b>	<b>\$49,990</b>	<b>\$239,984</b>	<b>\$10,600</b>	<b>\$2,131,734</b>
22 Additional Services													\$280,000

<b>TOTAL CONTRACT AMOUNT</b>	<b>\$2,411,734</b>
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## TIME SCHEDULE

<b>Major Milestones</b>	<b>Duration (Calendar Months)</b>	
Project Award - NTP	0	months
Design Finish	34	months
Bid/Award	6	months
Construction Administration	37	months
NOC (Notice of Completion)	13	months
Close Out	18	months
<b>Final Completion</b>	1	month

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



**EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)**

**CONSULTANT REQUIREMENTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### V. Maintaining Participation Levels.

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

#### VI. Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**VII. Certifications.**

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

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

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

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

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

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

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

**VIII. List of Attachments.**

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

**DISCLOSURE OF DISCRIMINATION COMPLAINTS**

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


CHECK ONE BOX ONLY.

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

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

N/A

Design Professional Name Sillman Wright Architects (SILLMAN)

Certified By Brett Tullis Name President Title  
 Signature August 2, 2022 Date

**USE ADDITIONAL FORMS AS NECESSARY**



## EQUAL OPPORTUNITY CONTRACTING (EOC)

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

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

## WORK FORCE REPORT

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

NO OTHER FORMS WILL BE ACCEPTED

### CONTRACTOR IDENTIFICATION

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

Name of Company: Sillman Wright Architects (SILLMAN)

ADA/DBA: N/A

Address (Corporate Headquarters, where applicable): 7515 Metropolitan Drive, Suite 400

City: San Diego County: USA State: CA Zip: 92108

Telephone Number: 619.818.5721 Fax Number: 619.294.7592

Name of Company CEO: Brett Tullis

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

Address: see above

City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Email: btullis@sillmanarch.com

Type of Business: Architecture Firm Type of License: CA #31087

The Company has appointed: Heather Landon

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: 7515 Metropolitan Drive, Suite 400, San Diego, CA 92018

Telephone Number: 619.739.0332 Fax Number: 619.294.7592 Email: hlandon@sillmanarch.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 Sillman Wright Architects (SILLMAN)  
(Firm Name)

San Diego, CA hereby certify that information provided  
(County) (State)

herein is true and correct. This document was executed on this 2 day of August, 2022

  
(Authorized Signature)

Brett Tullis  
(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: Sillman Wright Architects (SILLMAN)

DATE: August 2, 2022

OFFICE(S) or BRANCH(ES): 7515 Metropolitan Drive, Suite 400

COUNTY: San Diego

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

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

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

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

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

Totals Each Column	1	1	10		3	2					9	14		1
--------------------	---	---	----	--	---	---	--	--	--	--	---	----	--	---

Grand Total All Employees 41

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

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

  
Brett Tullis



## Work Force Report

### HISTORY

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

### WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report<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 Work Force Report 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 Work Force Reports representing your firm from each of the three counties.

### MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report<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.*

### RACE/ETHNICITY CATEGORIES

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

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

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

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

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

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

**Exhibit A: Work Force Report Job categories-Administration**

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

**Management & Financial**

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

**Professional**

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

**Architecture & Engineering, Science, Computer**

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

**Technical**

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

**Sales**

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

**Administrative Support**

Financial Clerks  
Information and Record Clerks  
Legal Support Workers

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

**Services**

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

**Crafts**

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

Vehicle and Mobile Equipment Mechanics,  
Installers, and Repairers  
Woodworkers

**Operative Workers**

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

**Transportation**

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

**Laborers**

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



## SUBCONTRACTOR PARTICIPATION LIST

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

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

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

NAME AND ADDRESS SUBCONTRACTORS	SCOPE OF SERVICES	PERCENT OF CONTRACT	SLBE/ELBE (MBE/ WBE/DBE/ DVBE/OBE*)	WHERE CERTIFIED**
Dudek, 605 Third Street, Encinitas, CA 92024	Environmental consultant	10		
BWE Inc., 9449 Balboa Avenue, Suite 270, San Diego, CA 92123	Structural & Civil Engineering	16	SBE	City of San Diego
Ninyo & Moore, 5710 Ruffin Road, San Diego, CA 92123	Environmental & Geotechnical Design	2	MBE	County of Los Angeles
Cumming Management Group Inc., 15010 Avenue of Science, 100, San Diego, CA 92128	Cost Estimation	3		
McCullough Landscape Architecture, 703 16 <sup>th</sup> Street, Suite 100, San Diego, CA 92101	Landscape Architecture	4	SLBE	City of San Diego
IMEG, 10920 Via Frontera, Suite 200, San Diego, CA 92127	IT, LEED, A/V, Security, Fire Alarm, MEP Engineering	17		
Kristi Byers Architect, APC, 3919 30 <sup>th</sup> Street, Suite 107, San Diego, CA 92104	Space Planning & FF&E	2	ELBE	City of San Diego
Izor & Associates, Inc., 2048 Aldergrove Ave., Suite A, Escondido, CA 92029	ADA Compliance	<1	DVBE & SB (Micro)	State of CA, Department of General Services
Protection Design & Consulting, 2851 Camino del Rio S #210, San Diego, CA 92108	Fire Protection	1	SLBE	City of San Diego
STC Traffic Inc., 5865 Avenida Encinas, #142B, Carlsbad, CA 92008	Traffic Consultant	<1	SLBE	City of San Diego
The Realignment Group of CA, LLC 4165 Swift Avenue, #18 San Diego, CA 92008	Semi-Annual Partnering (Lean Facilitation)	<1	SBE	City of San Diego
HKS, 12636 High Bluff Drive #400, San Diego, CA 92130	Laboratory Planner	10		

### List of Abbreviations:

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

**SLBE**  
**ELBE**  
 MBE\*  
 WBE\*

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

DBE\*  
DVBE\*  
OBE\*

*\* Listed for informational purposes only.*

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

**INSTRUCTION SHEET FOR**  
**DISCLOSURE DETERMINATION FOR CONSULTANT**  
**(Form CC-1671)**

Use the "Disclosure Determination for Consultant" form (CC-1671) to report the disclosure requirement for any consultant hired to provide services to the City of San Diego or the boards, commissions and agencies that fall under the City of San Diego's jurisdiction.

2 California Code of Regulations defines a "consultant" as an individual who, pursuant to a contract with a state or local government agency, either makes a governmental decision or serves in a staff capacity with the state or local government agency and in that capacity participates in making a governmental decision.

The "Disclosure Determination for Consultant" form is completed for all consultants under contract with the City of San Diego or the boards, commissions and agencies that fall under the City of San Diego's jurisdiction. Please follow the step-by-step directions:

1. List the department, board, commission or agency requesting the consultant service.
2. List the consulting company. If known, also list the individual(s) who will be providing the consultant services.
3. List the mailing address.
4. List the e-mail address of individual(s) providing the consultant service.
5. Provide the date the individual(s) will start providing the consultant service.
6. List all duties/responsibilities the consultant will have. This list will enable you to determine the disclosure requirement for the consultant.
7. Determine the consultant's disclosure category. Your consultant should be required to disclose only those economic interests which could potentially create a conflict of interest as he/she performs his/her contractual obligations. For ideas about possible disclosure categories, review those in your department's, board's, commission's or agency's conflict of interest code, available at:

[www.sandiego.gov/city-clerk/elections/eid/codes.shtml](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: Engineering & Capital Projects Department / City of San Diego
- 2. Name of Specific Consultant & Company: Sillman Wright Architects (SILLMAN)
- 3. Address, City, State, ZIP: 7515 Metropolitan Drive, Suite 400, San Diego, CA 92108
- 4. Project Title (as shown on 1472, "Request for Council Action"): EMTS NTC Laboratory Remodel and NTC Lab Solar Implementation Project
- 5. Consultant Duties for Project: Professional Architectural and Engineering Design and Construction Support Services

6. Disclosure Determination [select applicable disclosure requirement]:

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

- or -

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

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

- or -

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

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

By: Elif Cetin Digitally signed by Elif Cetin  
DN: C=US, E=ecetin@sandiego.gov, O=The City of San Diego, OU=Engineering Capital Projects, Architectural Engineering and Parks, CN=Elif Cetin  
Date: 2022.07.28 14:56:27 -07'00' \_\_\_\_\_  
[Name/Title]\* [Date]

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



### DEFINITION OF "CONSULTANT"

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

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

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

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

1/28/2006

CITY OF SAN DIEGO CONSULTANT PERFORMANCE EVALUATION

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

**Section I PROJECT INFORMATION**

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

**Section II SPECIFIC RATINGS**

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

Section II

SPECIFIC RATINGS Continued

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

Section III

SUPPLEMENTAL INFORMATION

(Please ensure to attach additional documentation as needed.)

(Supporting documentation attached: Yes  No )

Section IV

FINAL RATING

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

**City of San Diego  
CONTRACTOR STANDARDS  
Pledge of Compliance**

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

**A. BID/PROPOSER/SOLICITATION TITLE:**

Request for Proposal for Architectural Services for City of San Diego,  
EMTS NCT Laboratory Remodel & NCT Lab Solar Implementation  
for Engineering & Captial Developments Department

**B. BIDDER PROPOSER INFORMATION**

Sillman Wright Architects (SILLMAN)

Legal Name	DBA	
7515 Metropolitan Drive, Suite 400, San Diego	CA	92108
Street Address	City	State
Brett Tullis, President	619.818.5721	619.294.7592
Contact Person, Title	Phone	Fax

Provide the name, identity, and precise nature of the interest\* of all persons who are directly or indirectly involved\*\* in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

\* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

\*\* Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

Brett Tullis	President
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
\$2,411,734	
Interest in the transaction	

Mark Baker	Vice President
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
\$2,411,734	
Interest in the transaction	

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

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

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

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

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

Use Attachment "A" if additional pages are necessary.



**Partnership**

Date formed: \_\_\_\_/\_\_\_\_/\_\_\_\_

State of formation: \_\_\_\_\_

List names of all firm partners:

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

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

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

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

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

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

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

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

**E. FINANCIAL RESOURCES AND RESPONSIBILITY:**

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

**Yes**       **No**

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

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

**Yes**       **No**

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

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?

Yes       No

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

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

Yes       No

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

5. Within the last five (5) years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?

Yes       No

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

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

Name of Bank: Wells Fargo

Point of Contact: Sandra L. Lambros

Address: PO Box 7675, San Francisco, CA 94120

Phone Number: 800-932-1891 x 3343

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

**F. PERFORMANCE HISTORY:**

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

Yes       No

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

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

Yes       No

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

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

Yes       No

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



4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?

Yes       No

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

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?

Yes       No

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

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

Yes       No

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

7. Performance References:

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

Company Name: Olivenhain Municipal Water District

Contact Name and Phone Number: Karen Ogawa, 760.753.6466

Contact Email: kogawa@olivenhain.com

Address: 1966 Olivenhain Rd, Encinitas, CA 92024

Contract Date: November 2015 - August 2020

Contract Amount: \$9,000,000.00

Requirements of Contract: Architectural Services

Company Name: County of San Diego, Department of General Services

Contact Name and Phone Number: Kathryn Moroz, 619.541.0458

Contact Email: kathryn.moroz@sdcounty.ca.gov

Address: 5560 Overland Avenue, #410, Floor 4, San Diego, CA 92123

Contract Date: Numerous, Current: November 2018 - January 2023

Contract Amount: Numerous, Current: \$82,500,000.00

Requirements of Contract: Architectural Services

Company Name: City of Carlsbad Public Works

Contact Name and Phone Number: Steven Stewart, 760.602.7543

Contact Email: steven.stewart.carlsbadca.gov

Address: 5950 El Camino Real, Carlsbad, CA 92008

Contract Date: November 2019 - August 2021

Contract Amount: \$12,000,000.00

Requirements of Contract: Architectural Services

**G. COMPLIANCE:**

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

Yes  No

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

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

Yes  No

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

**H. BUSINESS INTEGRITY:**

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

Yes  No

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

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

Yes  No

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

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

Yes  No

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

**I. WAGE COMPLIANCE:**

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

**Yes**       **No**

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

**J. STATEMENT OF SUBCONTRACTORS:**

Please provide the names and information for all subcontractors used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment “A” if additional pages are necessary. If no subcontractors will be used, please check here  Not Applicable. \* **Note: SILLMAN is a certified SBE by the California Department of General Services**

Company Name:	
Contact Name and Phone Number:	
Contact Email:	
Address:	
Contract Date:	
Sub-Contract Dollar Amount:	
Requirements of Contract:	
What portion of work will be assigned to this subcontractor:	
Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Check One) Yes <input type="checkbox"/> No <input type="checkbox"/>	

**PLEASE SEE THE FOLLOWING  
“ATTACHMENT A”**

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

**K. STATEMENT OF AVAILABLE EQUIPMENT:**

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

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

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

Pledge of Compliance Initial submission.

OR

Update to prior Pledge of Compliance dated \_\_\_\_/\_\_\_\_/\_\_\_\_

**Complete all questions and sign below.**

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

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

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

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

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

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

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

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

Brett Tullis, President  
Name and Title

  
Signature

August 2, 2022  
Date

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

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

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

<u>Company Name:</u> Sillman Wright Architects (SILLMAN)	
<u>Contact Name and Phone Number:</u> Brett Tullis	619.818.5721
<u>Contact Email:</u> btullis@sillmanarch.com	
<u>Address:</u> 7515 Metropolitan Drive, Suite 400, San Diego, CA 92108	
<u>Contract Date:</u> TBD	
<u>Sub-Contract Dollar Amount:</u> 34%	
<u>Requirements of Contract:</u> Architecture	
<u>What portion of work will be assigned to this subcontractor:</u> 100% of Architecture	
Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Check One) Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
* Certified SBE	

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

<u>Brett Tullis, President</u>		<u>August 2, 2022</u>
Print Name, Title	Signature	Date

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

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

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

Company Name: STC Traffic, Inc.

---

Contact Name and Phone Number: Jason Stack, TE, PTOE - (760) 585-4212

---

Contact Email: Jason.stack@stctrffic.com

---

Address: 5865 Avenida Encinas, Ssuite 142-B, Carlsbad, CA 92008

---

Contract Date: TBD

---

Sub-Contract Dollar Amount: <1%

---

Requirements of Contract: Traffic Engineering

---

What portion of work will be assigned to this subcontractor: 100% of Traffic Engineering

---

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

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

Brett Tullis, President  
Print Name, Title

  
Signature

August 2, 2022  
Date

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

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

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

Company Name: McCullough Landscape Architecture, Inc.
Contact Name and Phone Number: David McCullough; 619.296.3150 x102
Contact Email: david@mcculloughla.com
Address: 703 16th Street, Suite 100, San Diego, CA 92101
Contract Date: TBD
Sub-Contract Dollar Amount: 4%
Requirements of Contract: Landscape
What portion of work will be assigned to this subcontractor: 100% of Landscape Architecture
Is the Subcontractor a certified <u>SLBE</u> , ELBE, MBE, DBE, DVBE, or OBE? (Check One) Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

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

Brett Tullis, President  
Print Name, Title

  
Signature

August 2, 2022  
Date

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

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered. If not using this Attachment "A", please check here  Not Applicable.

Company Name: Kristi Byers, Architect APC

Contact Name and Phone Number: Kristi Byers, 619.599.5984

Contact Email: kb@kristibyersaia.com

Address: 3919 30th Street #107, San Diego, CA 92104

Contract Date: TBD

Sub-Contract Dollar Amount: 2%

Requirements of Contract: FF&E

What portion of work will be assigned to this subcontractor: 100% of Space Planning / FF&E

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

contract period.

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

Brett Tullis, President  
Print Name, Title

  
Signature

August 2, 2022  
Date




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

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

<u>Company Name:</u> Izor And Associates, Inc.
<u>Contact Name and Phone Number:</u> Greg Izor, 760-518-6223
<u>Contact Email:</u> greg@izoraccess.com
<u>Address:</u> 2048 Aldergrove Ave., Suite A, Escondido, CA 92029
<u>Contract Date:</u> TBD
<u>Sub-Contract Dollar Amount:</u> <1%
<u>Requirements of Contract:</u> ADA Compliance
<u>What portion of work will be assigned to this subcontractor:</u> 100% of ADA Compliance
Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, <u>DVBE</u> , or OBE? (Check One) Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

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

Brett Tullis, President		August 2, 2022
Print Name, Title	Signature	Date

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

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

<u>Company Name: Protection Design &amp; Consulting</u>
<u>Contact Name and Phone Number: Stephen M. Leyton 619-255-8964</u>
<u>Contact Email: adam@protectiondesign.com</u>
<u>Address: 2851 Camino Del Rio South, Ste.210</u>
<u>Contract Date: TBD</u>
<u>Sub-Contract Dollar Amount: 1%</u>
<u>Requirements of Contract: Fire Protection</u>
<u>What portion of work will be assigned to this subcontractor: 100% of Fire Protection</u>
Is the Subcontractor a certified <u>(SLBE)</u> ELBE, MBE, DBE, DVBE, or OBE? (Check One) Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

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

Brett Tullis, President		August 2, 2022
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If not using this Attachment "A", please check here  Not Applicable.

<u>Company Name:</u> Ninyo & Moore Geotechnical & Environmental Sciences Consultants
<u>Contact Name and Phone Number:</u> Ronald Halbert, 858/576-1000
<u>Contact Email:</u> rhalbert@ninyoandmoore.com
<u>Address:</u> 5710 Ruffin Road, San Diego, CA 92123
<u>Contract Date:</u> TBD
<u>Sub-Contract Dollar Amount:</u> 2%
<u>Requirements of Contract:</u> Geotechnical Services
<u>What portion of work will be assigned to this subcontractor:</u> 100% of Geotechnical Services
Is the Subcontractor a certified SLBE, ELBE, <b>(MBE)</b> , DBE, DVBE, or OBE? (Check One) Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

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

Brett Tullis, President		August 2, 2022
Print Name, Title	Signature	Date

City of San Diego  
CONTRACTOR STANDARDS  
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If not using this Attachment "A", please check here  Not Applicable.

Company Name: The Realignment Group of California, LLC
Contact Name and Phone Number: Andy Fulton, 248.872-9208
Contact Email: andy@leancalifornia.com
Address: 4165 Swift Avenue, Suite 18, San Diego CA 92104
Contract Date: TBD
Sub-Contract Dollar Amount: <1%
Requirements of Contract: Lean Facilitation
What portion of work will be assigned to this subcontractor: 100% of Lean Facilitation
Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Check One) Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
*SBE, SB-PW Certified

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

Brett Tullis, President  
Print Name, Title

  
Signature

August 2, 2022  
Date

**City of San Diego  
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If not using this Attachment "A", please check here  Not Applicable.

<u>Company Name:</u> BWE, Inc.
<u>Contact Name and Phone Number:</u> Hansol An, 619-299-5550 x 323
<u>Contact Email:</u> han@bwesd.com
<u>Address:</u> 9449 Balboa Avenue, Suite 270
<u>Contract Date:</u> TBD
<u>Sub-Contract Dollar Amount:</u> 16%
<u>Requirements of Contract:</u> Civil & Structural Engineering
<u>What portion of work will be assigned to this subcontractor:</u> 100% of Civil & Structural Engineering
Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Check One) Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
* Note: BWE is a certified SBE

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

Brett Tullis, President



August 2, 2022

Print Name, Title

Signature

Date

**City of San Diego  
CONTRACTOR STANDARDS  
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Company Name: <u>HKS Architects, Inc.</u>
Contact Name and Phone Number: <u>Tom Giuggio   858.397.5564</u>
Contact Email: <u>tgiuggio@hksinc.com</u>
Address: <u>12636 High Bluff Drive, Suite 400, San Diego, CA, 92130</u>
Contract Date: <u>TBD</u>
Sub-Contract Dollar Amount: <u>10%</u>
Requirements of Contract: <u>Laboratory Planning</u>
What portion of work will be assigned to this subcontractor: <u>100% of Lab Planning Services</u>
Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Check One) Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

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

Brett Tullis, President		August 2, 2022
Print Name, Title	Signature	Date

**City of San Diego  
CONTRACTOR STANDARDS  
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If not using this Attachment "A", please check here  Not Applicable.

<u>Company Name:</u>	Cumming Management Group, Inc.
<u>Contact Name and Phone Number:</u>	Ashok Patel / 858-217-3583
<u>Contact Email:</u>	apatel@ccorpusa.com
<u>Address:</u>	15010 Avenue of Science, Suite 100, San Diego, CA 92128
<u>Contract Date:</u>	TBD
<u>Sub-Contract Dollar Amount:</u>	3%
<u>Requirements of Contract:</u>	Cost Estimating
<u>What portion of work will be assigned to this subcontractor:</u> 100% of Cost Estimating	
Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Check One) Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	

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

Brett Tullis, President		August 2, 2022
Print Name, Title	Signature	Date

**City of San Diego  
CONTRACTOR STANDARDS  
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If not using this Attachment "A", please check here  Not Applicable.

<u>Company Name:</u> IMEG Corp.
<u>Contact Name and Phone Number:</u> David Rosenberger   858.368.3420
<u>Contact Email:</u> david.c.rosenberger@imegcorp.com
<u>Address:</u> 10920 Via Frontera, Suite 200, San Diego, CA 92127
<u>Contract Date:</u> TBD
<u>Sub-Contract Dollar Amount:</u> 17%
<u>Requirements of Contract:</u> Technology & MEP Engineering
<u>What portion of work will be assigned to this subcontractor:</u> 100% of <span style="float: right;">Technology &amp; MEP Engineering</span>
Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Check One) Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

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

Brett Tullis, President		August 2, 2022
Print Name, Title	Signature	Date



**City of San Diego**  
**CONTRACTOR STANDARDS**  
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If not using this Attachment "A", please check here  Not Applicable.

Company Name: Dudek

Contact Name and Phone Number: Jason Reynolds (760) 479-4139

Contact Email: jreynolds@dudek.com

Address: 605 Third St, Encinitas, CA 92064

Contract Date: TBD

Sub-Contract Dollar Amount: 10%

Requirements of Contract: Environmental Services

What portion of work will be assigned to this subcontractor: 100% of Environmental

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

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

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

Brett Tullis, President

Print Name, Title



Signature

August 2, 2022

Date

#55  
10/18/2022

(O-2023-54)

ORDINANCE NUMBER O- 21556 (NEW SERIES)

DATE OF FINAL PASSAGE OCT 26 2022

AN ORDINANCE OF THE COUNCIL OF THE CITY OF SAN DIEGO AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE A ONE HUNDRED AND NINE MONTH AGREEMENT WITH SILLMAN WRIGHT ARCHITECTS FOR PROFESSIONAL DESIGN AND CONSTRUCTION SUPPORT SERVICES OF EMTS NTC LABORATORY REMODEL AND NTC LAB SOLAR IMPLEMENTATION PROJECT LOCATED AT 2392 KINCAID ROAD, SAN DIEGO, CA 92106 IN AN AMOUNT NOT TO EXCEED \$2,411,734, AND RELATED ACTIONS.

WHEREAS, the City of San Diego's Public Utilities (PUD) Environmental Monitoring and Technical Services (EMTS) Division monitors the quality of San Diego's various types of water to determine regulatory compliance; and

WHEREAS, the Naval Training Center (NTC) Harbor Laboratory in its current condition and configuration will not meet the upcoming State of California Environmental Laboratory Accreditation Program (ELAP) standards due to outdated climate control and safety systems; and

WHEREAS, the NTC Laboratory Facility needs strategic system upgrades including NTC Laboratory Solar Implementation, to design and install a proposed Photovoltaic (PV) System and Parking Lot Carport Structure; and

WHEREAS, the City issued a Request for Proposal (H2125840) to solicit professional architectural services for the design of EMTS NTC Laboratory Remodel and NTC Laboratory Solar Implementation Project, and of the five firms that submitted proposals, Sillman Wright Architects was selected based upon their qualifications and experience in accordance with Council Policy 300-07; and

WHEREAS, the scope of the contract with Sillman Wright Architects will be for professional design and engineering support services during construction of EMTS NTC Laboratory Remodel and NTC Laboratory Solar Implementation Project; and

WHEREAS, the term of the contract will be one hundred and nine (109) months and the total contract amount of \$2,411,734; and

WHEREAS, under Charter section 99, no contract, agreement, or obligation extending for a period of more than five years may be authorized except by Ordinance approved by a two-thirds majority vote of the City Council; and

WHEREAS, the Office of the City Attorney has drafted this ordinance based on the information provided by City staff with the understanding that this information is complete, true, and accurate; NOW, THEREFORE,

BE IT ORDAINED, by the Council of the City of San Diego, as follows:

Section 1. That the Mayor or his designee is authorized to execute the agreement with Sillman Wright Architects for the professional design and engineering support services during construction of EMTS NTC Laboratory Remodel and NTC Laboratory Solar Implementation Project in an amount not to exceed \$2,411,734, which is included in the staff materials accompanying this ordinance, and that once signed, will be on file with the City Clerk as

Document No: 21556

Section 2. That the Chief Financial Officer is authorized to expend an amount not to exceed \$2,411,734 as follows: \$2,205,592 in CIP S-21003, *Enviro Monitoring Tech Svcs Div Lab Remodel*, Fund 700009, Metro Sewer CIP, and \$206,142 in CIP A-BT.00003, *Citywide Energy Improvements*, (B-21070, Solar Implementation & EMTS Lab Building), Fund 700009, Metro Sewer CIP, for the purpose of executing this consultant contract.

Section 3. That a full reading of this ordinance is dispensed with prior to passage, a written copy having been made available to the Council and the public prior to the day of its passage.

Section 4. That this ordinance shall take effect and be in force on the thirtieth day from and after its final passage.

APPROVED: MARA W. ELLIOTT, City Attorney

By  /s/ Dana C. Fairchild  
Dana C. Fairchild  
Deputy City Attorney

DCF:hm  
September 13, 2022  
Or.Dept: PW  
Doc. No.: 3087351

I hereby certify that the foregoing Ordinance was passed by the Council of the City of San Diego, at this meeting of  OCT 18 2022 .

ELIZABETH S. MALAND  
City Clerk

By  [Signature ]  
Deputy City Clerk

Approved:  10/26/22  
(date)

[Signature ]  
TODD GLORIA, Mayor

Vetoed: \_\_\_\_\_  
(date)

\_\_\_\_\_  
TODD GLORIA, Mayor

Passed by the Council of The City of San Diego on OCT 18 2022, by the following vote:

Councilmembers	Yeas	Nays	Not Present	Recused
Joe LaCava	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jennifer Campbell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Stephen Whitburn	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Monica Montgomery Steppe	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Marni von Wilpert	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chris Cate	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Raul A. Campillo	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vivian Moreno	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sean Elo-Rivera	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Date of final passage OCT 26 2022

AUTHENTICATED BY: TODD GLORIA  
Mayor of The City of San Diego, California.

(Seal) ELIZABETH S. MALAND  
City Clerk of The City of San Diego, California.

By Krystell Medina, Deputy

I HEREBY CERTIFY that the foregoing ordinance was not finally passed until twelve calendar days had elapsed between the day of its introduction and the day of its final passage, to wit, on OCT 03 2022, and on OCT 26 2022.

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

(Seal) ELIZABETH S. MALAND  
City Clerk of The City of San Diego, California.

By Krystell Medina, Deputy

Office of the City Clerk, San Diego, California

**21556**

Ordinance Number O-\_\_\_\_\_

Passed by the Council of The City of San Diego on October 18, 2022, by the following vote:

**YEAS:** LACAVA, CAMPBELL, WHITBURN, MONTGOMERY STEPPE, VON WILPERT, CATE, CAMPILLO, & ELO-RIVERA.

**NAYS:** NONE.

**NOT PRESENT:** MORENO.

**RECUSED:** NONE.

AUTHENTICATED BY:

**TODD GLORIA**

Mayor of The City of San Diego, California

**ELIZABETH S. MALAND**

City Clerk of The City of San Diego, California

(Seal)

By: Krystell Medina, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true, and correct copy of ORDINANCE NO. **O-21556** (New Series) of The City of San Diego, California.

I FURTHER CERTIFY that said ordinance was not finally passed until twelve calendar days had elapsed between the day of its introduction and the day of its final passage, to wit, on **October 3, 2022**, and on **October 26, 2022**.

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

**ELIZABETH S. MALAND**

City Clerk of The City of San Diego, California

(SEAL)

By: Krystell Medina, Deputy