

ORIGINAL

**AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND
STANTEC CONSULTING SERVICES INC.**

FOR

**AS-NEEDED ENGINEERING TECHNICAL
SERVICES - PURE WATER SAN DIEGO -
PHASE 2**

(FEDERAL VERSION)

CONTRACT NUMBER: H2226024

**THIS IS A UNITED STATES ENVIRONMENTAL PROTECTION AGENCY (USEPA)
FEDERALLY FUNDED PROJECT**

0-21773

AGREEMENT FOR DESIGN PROFESSIONAL SERVICES

TABLE OF CONTENTS

ARTICLE I

DESIGN PROFESSIONAL SERVICES

1.1	Scope of Services	1
1.2	Task Administrator	2
1.3	City Modification of Scope of Services	2
1.4	Written Authorization	2
1.5	Confidentiality of Services	2
1.6	Competitive Bidding	3

ARTICLE II

DURATION OF AGREEMENT

2.1	Term of Agreement	3
2.2	Time of Essence	3
2.3	Notification of Delay	3
2.4	Delay	3
2.5	City's Right to Suspend for Convenience	4
2.6	City's Right to Terminate for Convenience	4
2.7	City's Right to Terminate for Default	4

ARTICLE III

COMPENSATION

3.1	Amount of Compensation	5
3.2	Manner of Payment	5
3.3	Additional Costs	5
3.4	Eighty Percent Notification	5

ARTICLE IV

DESIGN PROFESSIONAL'S OBLIGATIONS

4.1	Industry Standards	5
4.2	Right to Audit	6
4.3	Insurance	6
4.4	Subcontractors	10
4.5	Contract Records Reports	11
4.6	Non-Discrimination Requirements	12
4.7	Drug-Free Workplace	13
4.8	Title 24/Americans with Disabilities Act Requirements	13
4.9	Product Endorsement	14
4.10	Conflict of Interest	14
4.11	Mandatory Assistance	15
4.12	Compensation for Mandatory Assistance	15
4.13	Attorney Fees related to Mandatory Assistance	15
4.14	Energy Conservation Specifications	15
4.15	Notification of Increased Construction Cost	16

4.16	Sustainable Building Policy	16
4.17	Design-Build Competition Eligibility	16
4.18	Storm Water Management Discharge Control.....	16
4.19	ADA Certification	16
4.20	Prevailing Wage Rates. Prevailing wage rates apply to this Agreement	16
4.21	Davis-Bacon Wage Rates	20
4.22	Federal Labor Standards Provisions.....	20

ARTICLE V

FEDERAL REQUIREMENTS

RESERVED

ARTICLE VI

INDEMNIFICATION

6.1	Indemnification.....	28
6.2	Design Professional Services Indemnification and Defense.....	28
6.3	Insurance	28
6.4	Enforcement Costs	28

ARTICLE VII

MEDIATION

7.1	Mandatory Non-binding Mediation.....	28
7.2	Mandatory Mediation Costs.....	29
7.3	Selection of Mediator.....	29
7.4	Conduct of Mediation Sessions	29

ARTICLE VIII

INTELLECTUAL PROPERTY RIGHTS

8.1	Work for Hire	30
8.2.	Rights in Data.....	30
8.3	Intellectual Property Rights Assignment.....	30
8.4	Moral Rights.....	30
8.5	Subcontracting	30
8.6	Publication Design.....	31
8.7	Intellectual Property Warranty and Indemnification	31
8.8	Enforcement Costs	31

ARTICLE IX

MISCELLANEOUS

9.1	Notices	31
9.2	Headings	31
9.3	Non-Assignment.....	31
9.4	Independent Contractors.....	32
9.5	Design Professional and Subcontractor Principals for Professional Services	32
9.6	Additional Design Professionals or Contractors.....	32
9.7	Employment of City Staff.....	32
9.8	Covenants and Conditions	32

9.9	Compliance with Controlling Law.....	32
9.10	Jurisdiction.....	33
9.11	Successors in Interest.....	33
9.12	Integration	33
9.13	Counterparts.....	33
9.14	No Waiver	33
9.15	Severability.....	33
9.16	Municipal Powers	33
9.17	Drafting Ambiguities	33
9.18	Conflicts Between Terms	33
9.19	Design Professional Evaluation	34
9.20	Exhibits Incorporated.....	34
9.21	Survival of Obligations	34
9.22	Contractor Standards.....	34
9.23	Equal Benefits Ordinance.....	34
9.24	Public Records	34
9.25	United States Environmental Protection Agency Fund Requirements	355
9.26	Equal Pay Ordinance	355
9.27	<u>Project Labor Agreement.....</u>	<u>35</u>

DESIGN PROFESSIONAL AS-NEEDED EXHIBITS

- Exhibit A - Scope of Services
- Exhibit B - Task Order Authorization
- Exhibit C - Compensation and Fee Schedule
- Exhibit D - City's Equal Opportunity Contracting Program Consultant Requirements
 - (AA) Disclosure of Discrimination Complaints
 - (BB) Work Force Report
 - (CC) Subcontractors List
 - (DD) List of Work Made Available (Form AA61)
 - (EE) Summary of Bids Received (Form AA62)
 - (FF) Good Faith Effort List of Subcontractors Solicited (Form AA63)
 - (GG) SWCRB Form 4500-2: DBE Subcontractor Participation Form
 - (HH) SWCRB Form 4500-3: DBE Subcontractor Performance Form
 - (II) SWCRB Form 4500-4: DBE Subcontractor Utilization Form
 - (JJ) Disadvantaged Business Enterprise (DBE) Utilization (CASRF Form UR-334)
- Exhibit E - Determination Form
- Exhibit F - Consultant Performance Evaluation Form
- Exhibit G - Contractor Standards Pledge of Compliance
- Exhibit H - California Labor Code Sections 1720 and 1771
- Exhibit I - Davis-Bacon Wage Decision
- Exhibit J - United States Environmental Protection Agency Fund Requirements
- Exhibit K - Project Labor Agreement for Construction of Pure Water Program Phase I Projects

ATTACHMENTS

1. Certification of Local Agency
2. Certification of Consultant
3. Letter of Assent
4. Reserved
5. Skilled & Trained Work Force Certification Form

**AS-NEEDED AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND STANTEC CONSULTING SERVICES INC.
FOR ENGINEERING SERVICES FOR THE PURE WATER SAN DIEGO
PHASE 2 PROGRAM**

THIS Agreement is made and entered into between the City of San Diego, a municipal corporation [City], and Stantec Consulting Services Inc. [Design Professional] to provide Professional Services to the City for engineering technical services on an as-needed basis [Agreement] for the Pure Water San Diego Phase 2 Program [Program].

RECITALS

The City wants to retain the services of a professional engineering technical firm to provide the Professional Services on an as-needed, hourly fee basis.

The Design Professional represents that it has the expertise, experience and personnel necessary to provide the Professional Services on an as-needed, hourly fee basis.

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 on an as-needed, hourly fee basis [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 scope of services will be determined by the City on an as-needed basis and presented to Professional as an individual Task [Task]. The Design Professional shall perform the Professional Services at the direction of the City and as generally set forth in the Scope of Services [Exhibit A] and as more specifically described in each Task Order Authorization [Task Order] [Exhibit B].

1.1.1 Task Order. Prior to beginning performance in response to a Task Order, Design Professional shall complete and execute the Task Order which must be approved in writing by the City. Each Task Order shall include a scope of Professional Services, a cost estimate, and the time for completion. The scope of Professional Services shall include all activities or work reasonably anticipated as necessary for successful completion of each Task presented by the City. If prevailing wage rates apply to a Task Order then said rates shall be in accordance with the provisions set forth in Section 4.20 of this Agreement. The date of the City's Request for Cost Proposal for a Task Order Letter

(Proposal Letter) shall be used for the purpose of determining which published prevailing wage rate shall apply on a Task Order. All wage rates published and all predetermined wage rate increases known at the date of the Proposal Letter shall apply for the duration of said Task Order.

1.1.2 Non-Exclusivity. The Design Professional agrees that this Agreement is non-exclusive and that the City may enter into agreements with other Design Professionals to perform the same or similar Professional Services during the term of this Agreement.

1.1.3 Reserved

1.2 Task Administrator. The Public Utilities Department is the task administrator for this Agreement. The Design Professional shall provide the Professional Services under the direction of a designated representative of the Public Utilities 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. Further, 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 designee, unless the Agreement specifies otherwise.

1.3 City Modification of Scope of Services. The City may, without invalidating this Agreement, order changes in any Task 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 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 Tasks, 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 changes to any Task, including any changes to the time for completion or the Compensation and Fee Schedule, 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 Task.

ARTICLE II DURATION OF AGREEMENT

2.1 Term of Agreement. This Agreement shall be effective on the date it is executed by the last Party to sign the Agreement, and approved by the City Attorney in accordance with San Diego Charter Section 40. Unless otherwise terminated, this Agreement shall be effective for issuing and completing Task Orders for no more than **120 months** following the date of its execution by the City, unless said duration is modified in writing by an amendment to this Agreement. Any extension beyond the 120 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 any Task shall be set forth in the Task Order and shall not exceed the contract duration.

2.3 Notification of Delay. The Design Professional shall immediately notify the City in writing if Design Professional experiences or anticipates experiencing a delay in performing the Professional Services within the time frames set forth in the Task Order. 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 Task, 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 the 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 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 thirty (30) calendar days 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 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 the Design Professional's Professional Services on all Task(s). 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 perform or adequately perform any obligation required by this Agreement, the Design Professional's failure constitutes a Default. A Default includes the Design Professional's failure to complete the Professional Services within the time for completion as set forth in the Task Order. 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 actual costs incurred for performance of all Professional Services rendered in accordance with this Agreement, including all reasonably related expenses, in an amount not to exceed \$100,000,000. The City agrees to issue at least one or more Task Orders with a minimum aggregate value of \$1,000 to the Design Professional.

3.2 Manner of Payment. The City shall pay the Design Professional in accordance with the Compensation and Fee Schedule [Exhibit C]. 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.

3.3 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.

3.4 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 for any issued Task Order; or (2) where the total anticipated cost for performance of the Scope of Services may be greater than the maximum compensation for this Agreement or for any Task Order.

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 engineering technical services 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 Program 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 Costs, the City's Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the City determines are necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.

4.2.2.2 Accounting Records. The Design Professional and all Subcontractors shall maintain complete and accurate records in accordance with Generally Accepted Accounting Practices in the industry. The Design Professional and Subcontractors shall make available to the City for review and audit, all Project-related accounting records and documents, and any other financial data. Upon the City's request, the Design Professional and Subcontractors shall submit exact duplicates of originals of all requested records to the City.

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

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

4.3 Insurance. The Design Professional shall not begin the Professional Services under this Agreement until it has: (a) obtained, and provided to the City, insurance certificates and endorsements reflecting evidence of all insurance required in Article IV, Section 4.3.1; and (b) confirmed that all policies contain the specific provisions required in Article IV, Section 4.3.4 of this Agreement. However, failure to obtain City approval of the required documents prior to the Professional Services commencing shall not waive Design Professional's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this

Agreement, at any time. Design Professional's liabilities, including but not limited to Design Professional's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. If Design Professional maintains broader coverage or higher limits than the minimums shown below, City requires and shall be entitled to the broader coverage or the higher limits maintained by Design Professional. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City. Except as provided for under California law, all policies of insurance required hereunder must provide that the City is entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies. Maintenance of specified insurance coverage is a material element of this Agreement and Design Professional's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of contract by the City.

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

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

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

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

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

4.3.1.4 Architects & Engineers Professional Liability. For all of the Design Professional's employees who are subject to this Agreement, the Design Professional shall keep in full force and effect, Professional Liability coverage for professional liability with a limit of \$3,000,000 per claim and \$3,000,000 annual aggregate. The Design Professional shall ensure both that: (1) the policy retroactive date is on or before the date of commencement of the Professional Services as described in issued Task Orders; and (2) the policy will be maintained in force for a period of three years after substantial completion of

the Professional Services as described in issued Task Orders or termination of this Agreement whichever occurs last. The Design Professional agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the City's exposure to loss.

4.3.1.5 Contractors Pollution Liability Insurance.

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

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

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

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

For consultant agreements where there is a pollution exposure and Design Professional's manuscript Architects & Engineers Professional Liability policy affords pollution liability coverage, Design Professional may, in lieu of providing separate Contractor's Pollution Liability Insurance, provide to City either; a.) the endorsement affording pollution liability coverage under the Architects & Engineers Professional Liability policy, or, b.) a copy of the Architects & Engineers Professional Liability policy language where this is stated. The Architects & Engineers Professional Liability policy limits must reflect a minimum of \$3,000,000 per claim and \$5,000,000 annual aggregate if the manuscript Architects & Engineers Professional Liability policy affords pollution liability coverage.

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

4.3.3 Acceptability of Insurers.

4.3.3.1 Except for the State Compensation Insurance Fund, all insurance required by this Agreement shall only be carried by insurance companies with a

rating of at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State of California, and that have been approved by the City.

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

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

4.3.4.1 Commercial General Liability Insurance Endorsements

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

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

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

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

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

4.3.4.3 Contractors Pollution Liability Insurance Endorsements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.5 Contract Records 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. Program 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 Program contracts 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 Consultant 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 Costs under Section 3.3. 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.

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 date of the City's Request for Cost Proposal for a Task Order Letter (Proposal Letter) shall be used for the purpose of determining which published prevailing wage rate shall apply on a Task Order. All wage rates published and all predetermined wage rate increases known at the date of the Proposal Letter shall apply for the duration of said Task Order. 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 that particular Task Order. 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 that particular Task Order 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 that particular Task Order, each successive predetermined wage rate shall apply to that particular Task Order 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 that particular Task Order, such wage rate shall apply to the balance of that Task Order.

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).

4.21 Davis-Bacon Wage Rates. This Agreement shall be subject to the following Davis-Bacon Wage Decision.

See EXHIBIT I.

4.22 Federal Labor Standards Provisions. Subcontractors working for the Design Professional must follow the wage determination incorporated into this Agreement.

(a) The Design Professional shall insert in full in any subcontract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the Clean Water State Revolving Fund (CWSRF) or a construction project carried out in whole or in part with assistance made available by the Drinking Water State Revolving Fund (DWSRF), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or the Safe Drinking Water Act, Section 1452(a)(5), the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Design Professional and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Design Professional and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. The City will obtain wage determinations from the U.S. Department of Labor's web site, www.dol.gov.

(ii)(A) The City, on behalf of EPA, requires that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Design Professional and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the City agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the City to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the Design Professional, the laborers or mechanics to be employed in the classification or their representatives, and the City do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Design Professional shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Design Professional does not make payments to a trustee or other third person, the Design Professional may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the Design Professional, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Design Professional to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The City, shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld

from the Design Professional under this contract or any other Federal contract with the same Design Professional, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Design Professional, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Design Professional or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the Design Professional, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the Design Professional during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Design Professional shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Design Professional shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the City, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the City shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site. The Design Professional is responsible for the submission of copies of payrolls by all subcontractors. Design Professional and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the City for

transmission to the State or EPA if requested by EPA, the State, the Design Professional, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for the Design Professional to require a subcontractor to provide addresses and social security numbers to the Design Professional for its own records, without weekly submission to the City.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Design Professional or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Design Professional or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The Design Professional or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Design Professional or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the Design Professional, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S.

Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Design Professional as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Design Professional is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Design Professional's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Design Professional will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the

Employment and Training Administration withdraws approval of a training program, the Design Professional will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The Design Professional shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The Design Professional or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Design Professional shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Design Professional (or any of its subcontractors) and the City, State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the Design Professional certifies that neither it (nor he or she) nor any person or firm who has an interest in the Design Professional's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provision for Contracts in Excess of \$100,000.

(a) Contract Work Hours and Safety Standards Act. The Design Professional shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any subcontract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the Design Professional and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Design Professional and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the Design Professional or subcontractor under any such contract or any other Federal contract with the same Design Professional, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Design Professional, such sums as may be determined to be necessary to satisfy any liabilities of such Design Professional or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (a)(2) of this section.

(4) Subcontracts. The Design Professional or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Design Professional shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section. (b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the City requires that the Design Professional or subcontractor maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the City requires that the records to be maintained under this paragraph shall

be made available by the Design Professional or subcontractor for inspection, copying, or transcription by authorized representatives of the City of San Diego, USEPA and the Department of Labor, and the Design Professional or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The City shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(3), all interviews must be conducted in confidence. The City shall use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The City shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. The City must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the Design Professional or subcontractor is not complying with DB. The City shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence."

(c) The City shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The City shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the City shall spot check payroll data within two weeks of each of the Design Professional's or subcontractor's submission of its initial payroll data and two weeks prior to the completion date of the contract or subcontract. The City must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the Design Professional or subcontractor is not complying with DB. In addition, during the examinations the City shall verify evidence of fringe benefit plans and payments there under by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The City shall periodically review contractors and subcontractors' use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) The City shall immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/whd/america2.htm>.

**ARTICLE V
FEDERAL CALTRANS REQUIREMENTS
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 Contractor, 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 Contractor, 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. Any subcontract in excess of \$25,000.00 entered into as a result of this Agreement, shall contain all provisions stipulated in this Agreement to be applicable to the subcontractors.

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: Public Utilities Department, c/o Andrea Demich, 9192 Topaz Way, San Diego, CA 92123 and notice to the Design Professional shall be addressed to: Stantec Consulting Services Inc., Doug Owen, Program Manager, 9797 Aero Drive, Suite 310, San Diego, CA 92123, Doug.Owen@stantec.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 **Doug Owen, Victor Occiano, Shane Trussell, Ben Kuhnel, Diala Dandach, Christine Waters, Sean McCarty** [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 in the Scope of Services as described in issued Task Orders.

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 United States Environmental Protection Agency Fund Requirements. The City anticipates receiving financial assistance from the Federal Government and the State of California for this project. The requirements in Exhibit J [United States Environmental Protection Agency Funds Requirements] are current conditions of the receipt of financing from the United States Environmental Protection Agency under the Clean Water State Revolving Fund program. Design Professional shall comply with all of the requirements as listed in Exhibit J, and any future requirements that may be imposed. All such changes pursuant to such future requirements 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 may be made, provided that any adjustment must be approved by both Parties in writing in accordance with Section 9.1 of this Agreement.

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

9.27 Project Labor Agreement. Any work performed under this Agreement, as defined by California Labor Code section 1720 shall be required to abide by the terms identified in the Project Labor Agreement, as it may be amended, revised or superseded. As a condition of final contract award, the Design Professional who is awarded this Agreement must sign and execute a Letter of Assent to the Project Labor Agreement that the City has negotiated which is listed as consent to this Agreement. A copy of the Project Labor Agreement (PLA) is attached as Exhibit K of this Agreement.

For all services as defined by California Labor Code 1720, the Design Professional and impacted subconsultants agree to be bound by the Project Labor Agreement (which is attached as Exhibit K and incorporated by this reference) by submitting a Letter of Assent to the City's Labor Coordinator. The Design Professional shall submit its Letter of Assent as a condition of award and impacted subconsultants shall submit their Letter of Assent before commencing any Professional Services under this Agreement.

9.27.1 Design Professional shall submit the following reports using the City's web-based contract compliance i.e., Prism® portal:

a) **Monthly Payment.** In addition to the reporting requirements in Sections 4.5.3.1 and 4.20, Design Professional and Design Professional's subcontractors and suppliers shall also submit Monthly Payment Reporting by the 5th day of the subsequent month. Incomplete and/or delinquent reporting may cause payment delays, non-payment of invoices, or both.

b) Reserved

9.27.2 Design Professional's attention is directed to the City of San Diego Labor Compliance Program, Section IV, pages 4-7, and the State of California Labor Code §§1771.5(b) and 1776 (Stats. 1978, Ch. 1249). These require, in part, that the Design Professional and Design Professional's Subcontractors maintain and furnish to the City, at a designated time, a certified copy of each weekly payroll containing a statement of compliance signed under penalty of perjury.

9.27.3 Design Professional and Design Professional's subcontractors shall submit weekly certified payrolls reflecting the wages of all the Design Professional's and subcontractors' employees engaged in the Work online via Prism® portal, the City's web-based labor compliance program.

9.27.4 Design Professional and Design Professional's Subcontractors shall submit the following PLA and Labor Compliance required documents online via Prism® portal, the City's web-based labor compliance program:

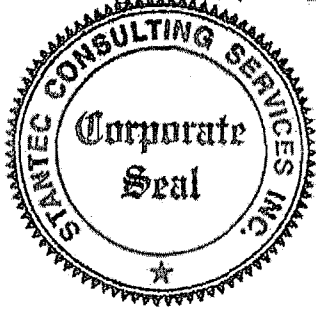
- a) Letter of Assent (Attachment 3);
- b) Contractor Core Workforce Form (Exhibit K, Attachment B-2) [if required];
- c) Monthly Proof of Fringe Benefit Payments to Union Trust;
- d) City of San Diego Labor Compliance Authorized Signatory Form;
- e) City of San Diego List of Trades/Crafts;
- f) Labor Compliance Checklist;
- g) Fringe Benefit Statement;
- h) DAS 140 Form & Transmittal Confirmation;
- i) DAS 142 or Workforce Dispatch Request Form (Exhibit K, Attachment B-1) & Transmittal Confirmation;

- j) Certified Payroll Report (Performance Report with Statement of Compliance, Non-Performance Reports, Confirmation Report that CPR was uploaded to the DIR website);
- k) State & Federal Apprentice Certifications;
- l) Payroll Confirmations (as requested per CCR 16432);
- m) Other Deduction Forms (letter or documentation relating to non-standard deductions); and
- n) Monthly Skilled & Trained Workforce Certification Form and Report (Attachment 5)

The remainder of this page has been intentionally left blank.

IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor, pursuant to Ordinance Number 0-21773, authorizing such execution, and by the Design Professional pursuant to Stantec Consulting Services Inc.'s signature authority document.

I HEREBY CERTIFY I can legally bind Stantec Consulting Services Inc. and that I have read all of this Agreement, this 22 day of December, 2023.



By [Signature]
Brian Norris
Senior Vice President

Dated this 6th day of May, 2024.

THE CITY OF SAN DIEGO
Mayor or Designee

By [Signature]
Alia Khouri
Deputy Chief Operating Officer

I HEREBY APPROVE the form of the foregoing Agreement this 8th day of May, 2024.

MARA W. ELLIOTT, City Attorney

By [Signature]
Elizabeth Cason
Deputy City Attorney

EXHIBIT A

DESIGN PROFESSIONAL AS-NEEDED
EXHIBITS

SCOPE OF SERVICES

The services provided by the selected Design Professional for the Pure Water San Diego Phase 2 Program will include, but are not limited to, the following typical Program support areas:

1.0 PROGRAM ADMINISTRATION AND CONTROLS

- 1.1 Establish a Program Management Office (PMO) which integrates City and Design Professional staff to form a cohesive team to actively manage the program. The PMO will primarily be located at the Public Utilities Department's Kearny Mesa offices at 9192 Topaz Way, San Diego, CA 92123. Secondly, the PMO is also expected to actively manage the program virtually via MS Teams and other video conferencing software.
- 1.2 Prepare and submit a Program Management Plan (PMP) for approval by the City, which describes the steps, processes, and controls necessary to successfully manage the Program. The Plan may include, but not be limited to:
 - 1.2.1 Refine the overall Program goals and objectives, success factors, and project delivery strategies.
 - 1.2.2 Partner closely and effectively with internal Public Utilities staff on engineering, budgeting and financial planning, organizational effectiveness, and change management, as needed.
 - 1.2.3 Establish a functional organizational structure showing clear roles and responsibilities for members of the PMO, other City Departments, the Participating Agencies, Independent Rates Oversight Committee (IROC), and key stakeholders.
 - 1.2.4 Develop clear decision-making and issue resolution procedures.
 - 1.2.5 Develop a communication plan for internal communications among project teams, operations, maintenance, and Design Professional staff, as well as other City Departments.

EXHIBIT A

- 1.7 Develop and/or refine effective procedures to integrate reviews of multiple subject areas into the design including, but not limited to: plans and specifications, process optimization, coordination between Design Professional and plant staff, inspection, material submittal review and testing, regulatory permit coordination, constructability, value engineering reviews, and reviews of engineer's estimates.
- 1.8 Develop an overall Program Schedule in Primavera P6 and/or equivalent software. The City's Engineering & Capital Projects Department keeps Primavera P6 records on all Capital Improvement Project (CIP) projects to manage conflicts and project work and budget so all projects must be added to their system using their format. However, a more detailed schedule will be needed for Program staff. The schedule shall incorporate the work breakdown, structure format, and identify key milestones and timelines. Identify potential conflicts or long lead-time items and find timely cost-effective resolutions to conflicts as they arise, schedule recovery strategies, and review schedules submitted by consultants and contractors. On a monthly basis, prepare and update the master schedule for the entire program based on actual progress. Perform Critical Path Method (CPM) analysis as necessary.
- 1.9 Develop and maintain a multi-year Program baseline budget and cash flow projection of financial needs based on current schedules to assist the City with financing, bond sales, and cash management.
- 1.10 Develop Project level cost estimates for all elements of the program along with cash flow projections for each project. Project budgets should track all encumbered and spent project costs, as well as projected costs. The Project budget shall also track contingencies and liabilities related to each contract, and contract dates for contract compliance and fiscal control.
- 1.11 Produce a monthly schedule and budget status reports for use by senior management. The report shall include a detailed analysis of schedule, budget variances, and recommend corrective actions subject to approval by the City.

EXHIBIT A

- 1.12 Conduct meetings monthly or more frequently to ensure that the Program is completed as provided in the overall Program schedule to the satisfaction of the City's Program management.
- 1.13 Provide Program audits and reports, in order to monitor and report overall program performance, as well as major Project elements.
- 1.14 Develop and maintain an electronic non-proprietary web-based document management system. Retain electronic copies of all project correspondence, plan submittals, review comments, study reports, data, contracts, change orders, invoices, as-builts and other project records. Develop and maintain a platform that allows the project team to easily share documents while maintaining appropriate security protocol and meeting City standards. During the implementation phase include City staff and provide training to City Staff to ensure a smooth transition as the City assumes responsibility for the document management system.
- 1.15 Prepare a QA/QC plan to ensure the Program is being implemented with the highest level of quality, consistency, and according to industry best practices. Conduct QA/QC audits on annual basis to ensure compliance with the QA/QC Plan procedures and requirements.
- 1.16 Assist the City with contract procurement and management by developing Scopes of Services for professional services contracts for Projects shown in Task 2.1.1. Each Project will require professional design and construction management services.
- 1.17 Provide support during independent feasibility studies performed by outside consultants as a requirement of future bond offerings.
- 1.18 Provide support for revisions to existing Agreements as well as any new agreements developed as a result of the implementation of the Program.
- 1.19 Provide support in identifying and securing federal, state, or other grant funding for various Program and Project components, including identifying grant programs and assisting in the preparation of grant applications and contracts.

EXHIBIT A

- 1.20 Participate in external meetings with the City Program management, and when directed by the City Program management, represent the City Program management at such meetings. Meetings may include, but are not limited to, presentations before governmental agencies, explanations to public community groups, and discussions with potential contractors who are seeking information about their business opportunities in the Program.
- 1.21 Provide training sessions and knowledge transfer workshops with City staff on program management, project management, program controls, budgeting and finance, process design, operations, public relations, and communications or other areas as requested by the City.
- 1.22 Provide support in the implementation of an Owner Controlled Insurance Program (OCIP) for the Pure Water Program Phase 2 projects, including the development of OCIP insurance documents, negotiation of insurance rates for the OCIP coverages, and administration of the OCIP.
- 1.23 Provide Program close out services, including memorialization of Phase 2 planning and design lessons learned.

2.0 PLANNING AND ENGINEERING SUPPORT

The Design Professional shall be responsible for the following:

- 2.1 Pre-design Reports - The facilities planning work previously completed defines the Capital Improvement Program projects in relatively broad terms (i.e. basic information about size, capacity, layout, and cost of facilities). The pre-design reports are provided and preliminary design criteria are recommended. In this task, pre-designs will be prepared for each of the CIP projects. The list of projects will be finalized by the City's Program management and will include, but are not limited to, the projects listed below:

2.1.1 List of Projects:

1. Central Area Pure Water Facility (PWF),
2. Central Area Advanced Water Purification Pump Stations,

EXHIBIT A

3. Central Area Water Reclamation Plant (WRP),
4. Central Area Conveyance from wastewater interception point to WRP, from WRP to PWF, from PWF to San Vicente Reservoir and/or Murray Reservoir,
5. San Diego Gas & Electric (SDG&E) Power Supply Improvements,
6. Harbor Drive Asbestos and Lead Abatement,
7. Harbor Drive Demolition and Site Work; and
8. Various other projects which could include the expansion and/or upgrade of existing facilities or new facilities not listed above.

2.1.2 These pre-design reports will serve as the basis for Requests for Proposals which will be used in the selection of design consultants or design-build contractors. The level of effort for the pre-design report is intended to be approximately ten (10) percent of the total level of effort required to complete the design and shall include alternative evaluation that will be needed for the environmental document. Also included with the pre-design report will be a suggested scope of work for the detailed design of each Project, delineating the City's responsibilities and the design firms' responsibilities. For Projects in which a design-build contract will be used, bridging documents are to be included in the pre-design report.

2.1.3 Each pre-design report will provide:

- Site specific design criteria,
- Preliminary soils reports,
- Site specific risk assessment,
- Process evaluations and recommendations,
- Any equipment prequalification and evaluated bid test results,
- Process diagrams,

EXHIBIT A

- Instrumentation and control requirements,
- Hydraulic profile,
- Basic civil site layouts of major structures, road, and yard piping,
- Preliminary identification of operations requirements and recommended design measures to address such requirements,
- Preliminary layouts of structures and mechanical equipment for all major buildings and structures,
- Plumbing and HVAC criteria,
- Architectural concept,
- Preliminary specification outlines,
- Land/easement acquisition needs,
- Environmental constraints/permit requirements,
- Traffic constraints,
- Community constraints (e.g., moratoriums),
- Coordination with other CIP project construction schedules,
- Identification of other jurisdiction requirements,
- Evaluation of various project delivery methods including but not limited to design-bid-build, design-build, and construction-management-at-risk while considering the City's procurement process and timeline, regional contracting capacity, overall Program schedule, financial, regulatory, and other goals and objectives,
- Preliminary evaluation of a construction plan and schedule,
- Preparation of a permit work plan which identifies all permits and regulatory approval requirements for the implementation of the project, including operation of the facilities, how these requirements may impact

EXHIBIT A

the project, and a strategy for obtaining such permits in a timely manner,

- A preliminary construction cost estimate, and
 - Bridging documents.
- 2.2 Review and update existing design standards and guidelines to be used during implementation of the Program. Add new standards and guidelines for advanced water treatment equipment and associated process monitoring equipment.
- 2.3 Develop a standard procedure for cost estimating to ensure that design and construction contingencies, escalation factors, construction management fees, allowances for furnishings, fixtures and equipment are applied consistently and appropriately.
- 2.4 Develop strategies and recommendations for vendor prequalification for advanced water treatment equipment.
- 2.5 Evaluate climate change and its impacts on proposed Pure Water Facilities, as well as the impacts of Pure Water facilities on the City's compliance with the City's Climate Action Plan. Evaluation shall include but not be limited to site specific risk assessment and quantification of Greenhouse Gas (GHG) emissions resulting from project implementation and facility operations.
- 2.6 Review and provide comments on reports or data relevant to the Program under a separate contract, by City staff, or by others. This includes, but is not limited to:
1. Central Area Alternatives Refinement
 2. Central Area Reservoir Alternatives Analysis
 3. Murray Reservoir vs San Vicente Reservoir Qualitative Analysis
 4. Central Area Small Scale Facility Testing
 5. East County Advanced Water Purification Analyses
 6. Storm Water Harvesting Analyses

EXHIBIT A

- 2.7** Review agreements affecting various Pure Water facilities and incorporate into the predesign reports constraints listed therein. The list of documents will be finalized by the City's Program management and will include, but are not limited to, the documents listed below:
1. Memorandum of Understanding (MOU) between the Public Utilities Department, the Real Estate Assets Department, and the Fire-Rescue Department,
 2. Agreement Concerning Reuse Recommendations for Camp Nimitz, and
 3. San Diego Unified Port District Ordinance 2236.
- 2.8** Perform Local Limits Studies to support the proactive protection of the sewer shed(s) used in the Pure Water Program, Phase 2.
- 2.9** Perform treatment studies to support the planning and pre-design of the Pure Water Program.
- 2.10** Perform O&M optimization support and treatment optimization support, including trouble shooting operational challenges and optimization of treatment processes.
- 2.11** Provide project interface design analysis, as needed, for facility components that interface between projects.
- 2.12** Provide pre-commissioning requirements coordination to help assure that the commissioning plan continues to meet the desires and requirements of regulators and aligns with the overall system operational intent.
- 2.13** Review and update, as needed, reservoir modeling studies to demonstrate that the purified water released into the reservoir(s) meet regulatory requirements.
- 2.14** Operate and conduct pilot testing, studies, and evaluations of the various technologies at the Central Area Small-Scale Facility once construction is accepted by the City. Assist the City in making decisions about which treatment processes to use for full-scale facilities based on the results of the tests, studies, and evaluations. The tests, studies, and evaluations must be conducted in a

manner suitable for submittal to various outside agencies, including permitting agencies, since this information will be used to support regulatory discussions and permit applications, among other things. The duration of the tests, studies, and evaluations is expected to be at least one (1) and as many as five (5) years. Design and construction of the Central Area Small-Scale Facility is currently in progress by others.

3.0 DESIGN SUPPORT

The Design Professional shall be responsible for the following:

- 3.1 Review and provide comments on design submittals for all facilities listed in Section 2.1.1, including plans (at 30%, 60%, and 100% design), specifications, and study reports for completeness, accuracy and consistency with the pre-design report and latest adopted City standards.
- 3.2 Review project specific scheduling and cost estimate submittals and provide comments and recommendations for incorporation into the City's scheduling and cost control program.
- 3.3 Review the designer's progress against the Program baseline schedule and recommend corrective action as needed.
- 3.4 Review, evaluate, and provide recommendations on any requests for scope changes during design.
- 3.5 Provide technical expertise when needed to advise the City on key decisions during design and for resolving disputes.
- 3.6 Assist the City in the review and evaluation of value engineering proposals.
- 3.7 Coordinate commissioning requirements in both scopes of work and construction contracts to ensure obligations of the designers and contractors during the commissioning process are identified, developed, documented, and implemented to the satisfaction of Plant O&M staff.

4.0 ENVIRONMENTAL CONSULTANT COORDINATION

Work closely with the City and its environmental consultants during the planning, pre-design, design, and construction phases to support the City's ongoing environmental compliance efforts. Support and assist City staff in the development and implementation of an environmental compliance plan, which will include the California Environmental Quality Act (CEQA), National Environmental Policy Act (NEPA), and other resource agency permitting requirements.

5.0 PERMITTING AND REGULATORY SUPPORT

The Design Professional shall be responsible for securing full-scale potable reuse facility permitting approval from the State Water Resources Control Board (SWRCB) and final National Pollutant Discharge Elimination System (NPDES) permit from the San Diego Regional Water Quality Control Board (SDRWQCB) for reservoir augmentation. The Design Professional shall also:

- 5.1 Prepare and submit a draft regulatory approval work plan for securing permitting approvals for full-scale potable reuse facilities proposed. The work plan shall identify critical tasks and their required completion dates so permitting approvals adhere to the overall Program schedule, Design Professional and City staff resources required for each critical task, and critical success factors and contingency plans for resolving issues related to such factors.
- 5.2 Continually monitor SWRCB's ongoing progress on surface water augmentation regulations and any reports to the legislature on the feasibility of establishing potable reuse regulations, particularly those which may affect Pure Water projects. Recommend modifications to the overall Program schedule and to the scope of projects, in light of optimizing the balance between meeting anticipated regulatory criteria and Program objectives. Advise City of significant changes in anticipated regulations as they arise and recommend additional program modifications as needed to address them.
- 5.3 Review and comment on documents related to ongoing potable reuse research projects in which the City is a participant.
- 5.4 Prepare the Title 22 Engineering Report and all necessary addenda, updates, and supplements.

EXHIBIT A

- 5.5 Prepare Summary of SWRCB Public Hearing and Findings of Fact and Conditions for potable reuse facilities concerning Pure Water projects.
- 5.6 Review plans to enhance the Industrial Waste Control Program to ensure they support full alignment with the Title 22 Engineering Report.
- 5.7 Prepare NPDES permit application for potable reuse facilities.
- 5.8 Prepare application for amendments to the City's current water supply permit specific to the new source of water (Advanced Purified Water) for SWRCB review.
- 5.9 Review draft version of NPDES Permit and monitoring and reporting program requirements released by the SWRCB/SDRWQCB for reservoir augmentation. Prepare recommendations for any necessary revisions to draft NPDES permit and monitoring and reporting program documentation as part of permit approval process.
- 5.10 Prepare Operation, Maintenance, and Monitoring Plan.
- 5.11 Review draft versions of tentative orders, Water Recycling Requirements, Waste Discharge Requirements, and Monitoring and Reporting Program requirements issued before adoption of the permit for full-scale project. Prepare any necessary comments to SWRCB.
- 5.12 Attend meetings with SWRCB staff related to the above subtasks.
- 5.13 Develop a strategy for working with the Coastal Commission regarding the Point Loma NPDES permit and advocate and liaison with Commissioners.
- 5.14 Prepare proposed regulatory criteria for full-scale direct potable reuse facilities.
- 5.15 Provide regulatory support services for projects including preparation for, assistance during, and support during meetings with the Independent Advisory Panel (IAP) and the Division of Drinking Water (DDW). Develop proposals for application to Pure Water facilities.

6.0 PUBLIC EDUCATION AND STAKEHOLDER ENGAGEMENT

EXHIBIT A

The Design Professional shall be responsible for providing the following services:

- 6.1 Assist City staff in implementing the existing Pure Water Public Education and Stakeholder Engagement Plan.
- 6.2 Develop strategies to assess public support and make recommendations to modify the Public Education program as needed to address stakeholder concerns.
- 6.3 Assist City staff in developing content to update education and outreach materials, fact sheets, and brochures.

7.0 COMMISSIONING SUPPORT

The Design Professional shall be responsible for the following items which include, but are not limited to:

- 7.1 Retain the services of independent commissioning agents to ensure critical components of the Plant are properly installed, calibrated, tested, perform as intended, and meet performance standards.
- 7.2 Identify and ensure new equipment is supplied with adequate training for Plant O&M staff and supplied with appropriate operations and maintenance manuals.
- 7.3 Assist with the integration of new equipment into existing asset management systems.

END OF SCOPE OF SERVICES

**TASK ORDER AUTHORIZATION FOR
PROFESSIONAL SERVICES [TASK ORDER]**

Consultant:

Agreement:

Task Order No.:

Date:

Pursuant to the Terms and Conditions of the Agreement referenced above and incorporated into this Task Order, Consultant hereby agrees to perform the Professional Services described below. The Consultant shall furnish all necessary facilities, materials, and professional, technical, and supporting personnel required by this Task Order.

Part A

Scope of Services

1.1 Professional Services rendered under this Task Order shall be performed in accordance with the Agreement. The Scope of Services shall be as set forth in Exhibit A of the Agreement and as more fully set forth below. If necessary, the Scope of Services may be more fully described on one or more separate sheets and attached to this Task Order.

Part B

Task Order Compensation

City shall pay Consultant for the Professional Services required by this Task Order in accordance with Article III of the Agreement.

The not to exceed cost for the Scope of Services for this Task Order is \$ _____.

Part C Personnel Commitment

The Scope of Services shall be performed by Consultant's personnel in the number and classifications required by City.

Part D Time Sequence

All Professional Services to be performed under this Task Order shall be completed by _____, and as set forth in the Task Order Scope of Services.

City of San Diego

Consultant

Recommended For
Approval:

I hereby acknowledge receipt and acceptance of this
Task Order for:

Approved By:

By:

Name:
(Type)

Title:

Date:

COMPENSATION AND FEE SCHEDULE

Firm	Billing Classification	Rates
Stantec Consulting Services, Inc.	Subject Matter Expert	\$402.50
Stantec Consulting Services, Inc.	Program Management Advisor	\$402.50
Stantec Consulting Services, Inc.	Program Manager	\$392.00
Stantec Consulting Services, Inc.	Deputy Program Manager	\$366.00
Stantec Consulting Services, Inc.	Principal Program Controls Manager / Specialist	\$334.50
Stantec Consulting Services, Inc.	Principal Technical Professional/Engineer / Project Manager	\$334.50
Stantec Consulting Services, Inc.	Principal Construction Professional/Engineer / Manager	\$334.50
Stantec Consulting Services, Inc.	Sr. Technical Professional/Engineer / Project Manager	\$287.50
Stantec Consulting Services, Inc.	Sr. Construction Professional/Engineer / Manager	\$287.50
Stantec Consulting Services, Inc.	Sr. Program Controls Manager / Specialist	\$261.50
Stantec Consulting Services, Inc.	Technical Professional/Engineer / Project Manager	\$230.00
Stantec Consulting Services, Inc.	Construction Professional/Engineer / Manager	\$230.00
Stantec Consulting Services, Inc.	Program Controls Manager / Specialist	\$230.00
Stantec Consulting Services, Inc.	Professional/Engineer II	\$183.00
Stantec Consulting Services, Inc.	Principal Administrative Professional	\$167.50
Stantec Consulting Services, Inc.	Sr. Administrative Professional	\$146.50
Stantec Consulting Services, Inc.	Professional/Engineer I	\$136.00
Stantec Consulting Services, Inc.	Administrative Professional	\$120.00
aark engineering inc.	Principal Structural Engineer	\$207.50
aark engineering inc.	Senior Managing Engineer	\$183.00
aark engineering inc.	Senior Project Manager	\$167.50
aark engineering inc.	Project Manager	\$161.50
aark engineering inc.	Senior Project Engineer	\$154.50
aark engineering inc.	Project Engineer	\$147.50
aark engineering inc.	Assistant Engineer (EIT)	\$120.00
aark engineering inc.	Senior Designer	\$118.00
aark engineering inc.	Designer	\$99.50

EXHIBIT C

Firm	Billing Classification	Rates
aark engineering inc.	Administrative / Clerical	\$75.50
Allied Geotechnical Consultants	Principal	\$193.41
Allied Geotechnical Consultants	Project Manager	\$167.27
Allied Geotechnical Consultants	Senior Geologist	\$162.05
Allied Geotechnical Consultants	Senior Geotechnical Engineers	\$162.05
Allied Geotechnical Consultants	Project Geologist	\$141.14
Allied Geotechnical Consultants	Laboratory Technician	\$106.64
Allied Geotechnical Consultants	Field Inspector (Prevailing Wage)	\$146.31
Allied Geotechnical Consultants	Draftsperson	\$80.50
Allied Geotechnical Consultants	Clerical	\$71.09
AirX	Project Manager	\$141.14
AirX	Utility Locator (Prevailing Wage)	\$182.96
AirX	Pothole Drilling Crew Lead (Prevailing Wage)	\$182.96
AirX	Pothole Drilling Crew Laborer (Prevailing Wage)	\$167.27
AirX	Traffic Control Plan Specialist	\$203.87
AirX	Permit Processor	\$125.46
AirX	Admin	\$125.46
AirX	Report Drafter	\$125.46
Brown and Caldwell	Senior Vice President	\$398.00
Brown and Caldwell	Area Manager / Principal Program Manager / Program Advisor / Program Engineering Manager / Vice President	\$379.00
Brown and Caldwell	CAD Leader / Chief Engineer / Chief Geologist / Hydrogeologist / Chief Scientist / Executive Engineer / Deputy Program Project Delivery Manager / Construction Delivery Specialist	\$345.50
Brown and Caldwell	Sr. Managing Engineer / Sr. Managing Geologist / Hydrogeologist / Sr. Managing Scientist	\$332.00

EXHIBIT C

Firm	Billing Classification	Rates
Brown and Caldwell	Managing Engineer / Managing Geologist / Hydrogeologist / Managing Scientist / Senior Health & Safety Risk Manager / Senior Program Manager	\$325.00
Brown and Caldwell	Chief Designer / Health & Safety Risk Manager / Supervising Construction Engineer / Supervising Engineer / Supervising Geologist / Hydrogeologist / Supervising Scientist	\$311.00
Brown and Caldwell	Health & Safety Risk Manager III / Principal Construction Engineer / Principal Engineer / Principal Geologist / Hydrogeologist / Principal Scientist / Program Manager II / Supervising Designer	\$283.50
Brown and Caldwell	Chief Drafter / Health & Safety Risk Manager II / Principal Designer / Program Manager I / Senior Constr. Engineer / Senior Engineer / Senior Geologist / Hydrogeologist / Senior Scientist / Senior Technical Writer	\$260.00
Brown and Caldwell	Engineer III / Geologist / Hydrogeologist III / Health & Safety Risk Manager I / Inspector III/Scientist III / Senior Designer / Senior Program Controls Specialist / Supervising Drafter / Supervising Illustrator	\$227.50

EXHIBIT C

Firm	Billing Classification	Rates
Brown and Caldwell	Accountant III / Designer / Engineer II / Geologist / Hydrogeologist II / GIS Specialist II / Inspector II / Lead Drafter / Lead Illustrator / Project Analyst III / Scientist II / Supervisor Executive / Support Services II / Technical Writer / Word Processing Supervisor	\$198.00
Brown and Caldwell	Accountant II / Assistant Designer/Document Manager II / Engineer I / Executive Support Services I / Geologist / Hydrogeologist I / GIS Specialist I / Inspector I / Project Analyst II / Project Coordinator II / Scientist I / Senior Drafter / Senior Field Service Technician / Senior Illustrator / Word Processor IV	\$170.00
Brown and Caldwell	Staff Designer / Staff Engineer / Staff Geologist / Hydrogeologist / Staff GIS Specialist I / Staff Scientist I / Principal Field Service Technician / Principal Illustrator / Word Processor V	\$150.50
Brown and Caldwell	Accountant I / Documents Manager I / Drafter / Engineering Aide / Field Service Technician III / Inspection Aide / Office/Support Services IV / Program Controls Specialist III / Project Coordinator I / Senior Accounting Clerk / Word Processor III	\$130.00

EXHIBIT C

Firm	Billing Classification	Rates
Brown and Caldwell	Assistant Drafter / Field Service Technician II / Office / Support Services III / Program Controls Specialist II / Word Processor II	\$96.50
Brown and Caldwell	Document Manager / Drafter Trainee / Field Service Technician I / Office / Support Services II / Program Controls Specialist I / Word Processor I	\$90.50
Brown and Caldwell	Office/Support Services I	\$75.50
California Corrosion Specialists LLC	Corrosion Engineer	\$172.50
CityWorks People + Places, Inc	Business Director	\$259.27
CityWorks People + Places, Inc	Onsite Placement - Senior Admin	\$134.87
CityWorks People + Places, Inc	Partner: Architecture & Planning	\$293.77
CityWorks People + Places, Inc	Senior Project Architect	\$259.27
CityWorks People + Places, Inc	Job Captain	\$134.87
CityWorks People + Places, Inc	Drafter Level II	\$118.66
CityWorks People + Places, Inc	Drafter Level I	\$101.94
CityWorks People + Places, Inc	Partner: Communications and Engagement	\$293.77
CityWorks People + Places, Inc	Communications Director	\$259.27
CityWorks People + Places, Inc	Senior Account Manager	\$223.73
CityWorks People + Places, Inc	Account Manager II	\$163.62
CityWorks People + Places, Inc	Senior Associate	\$134.87
CityWorks People + Places, Inc	Associate	\$118.66
CityWorks People + Places, Inc	Project Assistant II	\$101.94
Clark Land Resources Inc.	Principal	\$240.46
Clark Land Resources Inc.	Senior Project Manager / QC / QC / Broker	\$224.77
Clark Land Resources Inc.	Project Manager	\$203.87
Clark Land Resources Inc.	Senior ROW Agent	\$193.41

EXHIBIT C

Firm	Billing Classification	Rates
Clark Land Resources Inc.	ROW Agent	\$182.96
Clark Land Resources Inc.	Senior Relocation Agent	\$193.41
Clark Land Resources Inc.	Relocation Agent	\$182.96
Clark Land Resources Inc.	Contract Administrator	\$141.14
Clark Land Resources Inc.	Administrative Support Specialist	\$125.46
Cook + Schmid	President / CEO	\$324.00
Cook + Schmid	Vice President	\$292.50
Cook + Schmid	Director	\$256.00
Cook + Schmid	Account Supervisor	\$240.50
Cook + Schmid	Account Manager	\$209.00
Cook + Schmid	Sr. Acct. Executive	\$193.50
Cook + Schmid	Account Executive	\$162.00
Cook + Schmid	Account Coordinator	\$146.50
Cook + Schmid	Asst Acct Coordinator	\$115.00
Cook + Schmid	Senior Graphic Designer	\$193.50
Cook + Schmid	Graphic Designer 1	\$162.00
Cook + Schmid	Production Artist	\$70.00
DDB Engineering, Inc.	Principal Engineer	\$230.00
Hoch Consulting	Director of Engineering	\$267.00
Hoch Consulting	Principal Engineer	\$262.00
Hoch Consulting	Senior Project Engineer	\$230.50
Hoch Consulting	Project Engineer	\$209.50
Hoch Consulting	Associate Engineer	\$189.00
Hoch Consulting	Staff Engineer	\$157.50
Hoch Consulting	Senior Project Designer	\$225.50
Hoch Consulting	Project Designer	\$194.00
Hoch Consulting	Drafter / Staff Designer	\$162.50
Hoch Consulting	Director of Water Resources	\$267.00
Hoch Consulting	Principal Water Resource Specialist	\$262.00
Hoch Consulting	Senior Water Resource Specialist	\$215.50
Hoch Consulting	Water Resources Specialist	\$194.00
Katz & Associates	Project Support	\$104.55
Katz & Associates	Account Coordinator	\$115.00
Katz & Associates	Jr. Account Executive	\$130.68
Katz & Associates	Account Executive I / Outreach Specialist	\$146.37
Katz & Associates	Graphic Design	\$151.59
Katz & Associates	Account Executive II / Assistant Outreach Manager	\$156.82

EXHIBIT C

Firm	Billing Classification	Rates
Katz & Associates	Senior Account Executive / Outreach Manager	\$172.50
Katz & Associates	Art Director	\$182.96
Katz & Associates	Account Supervisor / Sr. Outreach Manager	\$188.18
Katz & Associates	Sr. Account Supervisor	\$209.09
Katz & Associates	Director	\$230.00
Katz & Associates	Sr. Director	\$245.68
Katz & Associates	Assistant Vice President	\$261.37
Katz & Associates	Vice President / Sr. Facilitator / Sr. Strategist	\$282.27
Katz & Associates	President	\$303.18
Katz & Associates	CEO / Principal-in-Charge	\$329.32
KLM Project Insights	Program Cost and Schedule Manager	\$162.00
La Salle Solutions, LLC	Deputy Project Manager	\$214.00
La Salle Solutions, LLC	Technical Expert OCIP	\$166.50
La Salle Solutions, LLC	Technical Expert - Special Studies	\$203.00
Michael Welch, Consulting Engineer	Principal	\$197.50
MBN Group Architects	Principal	\$287.50
MBN Group Architects	Project Manager / Project Architect	\$205.96
MBN Group Architects	Designer	\$151.59
MBN Group Architects	Technical Staff	\$108.73
MBN Group Architects	Intermediate Drafter	\$97.23
MBN Group Architects	Clerical Staff	\$75.27
Means Consulting LLC	President	\$339.77
Martin & Libby Structural Engineers	Principal	\$256.14
Martin & Libby Structural Engineers	Sr. Project Engineer	\$198.64
Martin & Libby Structural Engineers	Design Engineer	\$162.05
Martin & Libby Structural Engineers	Design Engineer	\$130.68
Martin & Libby Structural Engineers	Chief Drafter	\$115.00
Martin & Libby Structural Engineers	Technician	\$94.09
Martin & Libby Structural Engineers	Admin	\$78.41

EXHIBIT C

Firm	Billing Classification	Rates
Ninyo & Moore	Principal Engineer / Geologist / Environmental Scientist / Certified Industrial Hygienist	\$230.00
Ninyo & Moore	Senior Engineer / Geologist / Environmental Scientist / Certified Industrial Hygienist	\$219.55
Ninyo & Moore	Senior Project Engineer / Geologist / Environmental Scientist / Certified Industrial Hygienist	\$209.09
Ninyo & Moore	Certified Asbestos / Lead Technician	\$209.09
Ninyo & Moore	Project Engineer / Geologist / Environmental Scientist / Certified Industrial Hygienist	\$203.87
Ninyo & Moore	Senior Staff Engineer / Geologist / Environmental Scientist / Certified Industrial Hygienist	\$188.18
Ninyo & Moore	Staff Engineer / Geologist / Environmental Scientist / Certified Industrial Hygienist	\$172.50
Ninyo & Moore	GIS Analyst	\$151.59
Ninyo & Moore	Technical Illustrator / CAD Operator	\$125.46
Ninyo & Moore	Information Specialist	\$104.55
Ninyo & Moore	Geotechnical / Environmental / Lab Assistant	\$104.55
Ninyo & Moore	Data Processor	\$83.64
Ninyo & Moore	Field Operations Manager	\$135.91
Ninyo & Moore	Nondestructive Examination Technician (UT, MT, LP)	\$150.13
Ninyo & Moore	Supervisory Technician	\$166.49
Ninyo & Moore	Special Inspector	\$166.49
Ninyo & Moore	Senior Technician	\$143.67
Ninyo & Moore	Technician	\$143.67
Pangea Biological	Environmental Director	\$178.77
Pangea Biological	Program Manager	\$155.77
Pangea Biological	Project Manager	\$148.46
Pangea Biological	Principal Biologist	\$136.96

EXHIBIT C

Firm	Billing Classification	Rates
Pangea Biological	Senior Biologist	\$128.59
Pangea Biological	Associate Biologist	\$119.18
Pangea Biological	Environmental Compliance Manager	\$141.14
Pangea Biological	Lead Biological Monitor	\$132.77
Pangea Biological	Biological Monitor	\$123.37
Pangea Biological	GIS Specialist	\$105.59
Pangea Biological	Project Administrator	\$81.55
Prince Consulting	Deputy Principal Engineer II	\$261.37
Prince Consulting	Deputy Principal Engineer I	\$235.23
Prince Consulting	Project Manager II	\$219.55
Prince Consulting	Project Manager I	\$198.64
Prince Consulting	Project Engineer II	\$177.73
Prince Consulting	Project Engineer I	\$156.82
Ronald E. Lacey	Public Relations	\$134.61
San Dieguito Engineering, Inc. (SDE)	Contracts Manager	\$261.37
San Dieguito Engineering, Inc. (SDE)	Senior Surveyor	\$209.09
San Dieguito Engineering, Inc. (SDE)	Associate Surveyor	\$156.82
San Dieguito Engineering, Inc. (SDE)	Assistant Surveyor	\$130.68
San Dieguito Engineering, Inc. (SDE)	Party-Chief - Prevailing Wages	\$200.46
San Dieguito Engineering, Inc. (SDE)	Chainman - Prevailing Wages	\$191.90
STC Traffic, Inc.	Principal-In-Charge	\$282.27
STC Traffic, Inc.	Senior Principal Manager	\$261.37
STC Traffic, Inc.	Principal Manager	\$240.46
STC Traffic, Inc.	Senior Project Manager	\$219.55
STC Traffic, Inc.	Project Manager	\$209.09
STC Traffic, Inc.	Deputy Project Manager	\$198.64
STC Traffic, Inc.	Principal Engineer	\$240.46
STC Traffic, Inc.	Senior Project Engineer	\$209.09
STC Traffic, Inc.	Project Engineer III	\$188.18
STC Traffic, Inc.	Project Engineer II	\$156.82
STC Traffic, Inc.	Project Engineer I	\$135.91
STC Traffic, Inc.	Principal Planner	\$198.64
STC Traffic, Inc.	Senior Project Planner	\$177.73
STC Traffic, Inc.	Project Planner III	\$167.27

EXHIBIT C

Firm	Billing Classification	Rates
STC Traffic, Inc.	Project Planner II	\$135.91
STC Traffic, Inc.	Project Planner I	\$115.00
STC Traffic, Inc.	Construction Manager	\$209.09
STC Traffic, Inc.	Senior Systems Engineer	\$209.09
STC Traffic, Inc.	Systems Engineer III	\$188.18
STC Traffic, Inc.	Construction Engineer / Senior Inspector	\$177.73
STC Traffic, Inc.	Intern	\$94.09
Studio West Landscape Architecture & Planning	Principal Landscape Architect	\$193.41
Studio West Landscape Architecture & Planning	Senior Landscape Architect / Project Manager	\$146.37
Studio West Landscape Architecture & Planning	Associate Landscape Designer	\$115.00
Studio West Landscape Architecture & Planning	Draftsman	\$99.32
Studio West Landscape Architecture & Planning	Administrative Support	\$67.96
Trussell Technologies, Inc.	Senior Company Officer	\$371.50
Trussell Technologies, Inc.	Principal Engineer III	\$345.00
Trussell Technologies, Inc.	Principal Engineer II	\$313.50
Trussell Technologies, Inc.	Principal Engineer I	\$308.50
Trussell Technologies, Inc.	Supervising Engineer III	\$282.00
Trussell Technologies, Inc.	Supervising Engineer II	\$267.00
Trussell Technologies, Inc.	Supervising Engineer I	\$251.00
Trussell Technologies, Inc.	Senior Engineer III	\$230.00
Trussell Technologies, Inc.	Senior Engineer II	\$219.50
Trussell Technologies, Inc.	Senior Engineer I	\$204.00
Trussell Technologies, Inc.	Engineer II	\$193.50
Trussell Technologies, Inc.	Engineer I	\$177.50
Trussell Technologies, Inc.	Senior Office Manager II	\$177.50
Trussell Technologies, Inc.	Associate Engineer II	\$167.50
Trussell Technologies, Inc.	Senior Office Manager I	\$167.50
Trussell Technologies, Inc.	Associate Engineer I	\$162.00

EXHIBIT C

Firm	Billing Classification	Rates
Trussell Technologies, Inc.	Office Manager III	\$162.00
Trussell Technologies, Inc.	Assistant Engineer II	\$151.50
Trussell Technologies, Inc.	Office Manager II	\$151.50
Trussell Technologies, Inc.	Assistant Engineer I	\$131.00
Trussell Technologies, Inc.	Office Manager I	\$131.00
Trussell Technologies, Inc.	Lab Assistant II	\$125.50
Trussell Technologies, Inc.	Office Assistant II	\$125.50
Trussell Technologies, Inc.	Lab Assistant I	\$109.50
Trussell Technologies, Inc.	Office Assistant I	\$109.50
TSAC Engineering	Managing Principal	\$235.23
TSAC Engineering	Engineering Manager	\$224.77
TSAC Engineering	Senior Engineer	\$208.05
TSAC Engineering	Associate Engineer	\$192.37
TSAC Engineering	Senior Engineering Designer	\$171.46
TSAC Engineering	Engineering Designer / Senior CADD Tech	\$145.32
TSAC Engineering	CADD Tech	\$126.50
TSAC Engineering	One-Person Robotic / GPS Survey Crew (Prevailing Wage)	\$248.82
TSAC Engineering	Two Person Survey Crew (Prevailing Wage)	\$449.55
TSAC Engineering	Chief of Surveys (PLS)	\$235.23
TSAC Engineering	Survey Manager	\$198.64
TSAC Engineering	Senior Survey Analyst	\$178.77
TSAC Engineering	Associate Survey Analyst	\$151.59
TSAC Engineering	Assistant Survey Analyst	\$112.91
Vic Salazar Communications	Outreach Specialist	\$141.14
Water Quality Solutions	Sr Principal Consultant	\$261.50
Water Quality Solutions	Principal Consultant	\$240.50
Water Quality Solutions	Principal Engineer	\$240.50
Water Quality Solutions	Senior Engineer	\$209.00
Water Quality Solutions	Engineer II	\$188.00
Water Quality Solutions	Engineer	\$172.50
Water Quality Solutions	Associate Engineer II	\$157.00

EXHIBIT C

Firm	Billing Classification	Rates
Water Quality Solutions	Associate Engineer	\$146.50
Water Quality Solutions	Principal Scientist	\$230.00
Water Quality Solutions	Senior Scientist	\$199.00
Water Quality Solutions	Scientist II	\$177.50
Water Quality Solutions	Scientist	\$162.00
Water Quality Solutions	Associate Scientist II	\$146.50
Water Quality Solutions	Associate Scientist	\$136.00
Water Quality Solutions	Senior Programmer	\$177.50
Water Quality Solutions	Programmer II	\$157.00
Water Quality Solutions	Programmer	\$136.00
Water Quality Solutions	Assistant Programmer	\$104.50
Water Quality Solutions	Clerical	\$89.00
Water Quality Solutions	Intern	\$78.50
West Coast Civil, Inc.	Principal Engineer III	\$308.41
West Coast Civil, Inc.	Principal Engineer II	\$297.96
West Coast Civil, Inc.	Principal Engineer I	\$287.50
West Coast Civil, Inc.	Deputy Principal Engineer II	\$277.05
West Coast Civil, Inc.	Deputy Principal Engineer I	\$266.59
West Coast Civil, Inc.	Senior Project Manager II	\$245.68
West Coast Civil, Inc.	Senior Project Manager I	\$235.23
West Coast Civil, Inc.	Project Manager II	\$224.77
West Coast Civil, Inc.	Project Manager I	\$214.32
West Coast Civil, Inc.	Senior Engineer	\$198.64
West Coast Civil, Inc.	Project Engineer II	\$182.96
West Coast Civil, Inc.	Project Engineer I	\$172.50
West Coast Civil, Inc.	Engineer VI	\$167.27
West Coast Civil, Inc.	Engineer V	\$162.05
West Coast Civil, Inc.	Engineer IV	\$156.82
West Coast Civil, Inc.	Engineer III	\$151.59
West Coast Civil, Inc.	Engineer II	\$146.37
West Coast Civil, Inc.	Engineer I	\$135.91
West Coast Civil, Inc.	Engineering Aide II	\$109.77
West Coast Civil, Inc.	Engineering Aide I	\$94.09
Yen C Tu Consulting	Owner & Principal of Consulting Firm	\$235.23
Yen C Tu Consulting	Project Associate	\$188.10

EXHIBIT C

NOTE:

- Mileage reimbursement rate will be at current City of San Diego mileage rate (mileage log required).
- Travel expenses for the lowest cost effective Air Fare, Train, and/or Car Rental, will be reimbursed at actual costs (receipts required).
- Lodging and Per Diem will be reimbursed at actual costs (receipts required) up to the maximum allowance for the San Diego area as published/posted on the U.S. General Services Administration website (<http://www.gsa.gov/portal/category/100120>).
- All subconsultant costs are reimbursed as a "direct expense" at actual costs (invoice/receipts required).
- A request for an annual rate adjustment must be submitted to the City of San Diego in writing for approval. Written justification for the rate adjustment must be submitted to the City of San Diego a minimum of 60 days before the Agreement anniversary date. Said proposed adjustment shall not exceed three percent (3%), and the City of San Diego must approve any rate adjustments in writing before they become effective.

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

CONSULTANT REQUIREMENTS

TABLE OF CONTENTS

I. City’s Equal Opportunity Commitment.....1

II. Nondiscrimination in Contracting Ordinance2

III. Equal Employment Opportunity Outreach Program2

IV. Disadvantaged Business Enterprise (DBE) Requirements3

V. Maintaining Participation Levels5

VI. Definitions.....6

VII. Certification.....7

VIII. List of Attachments.....8

 AA. Disclosure of Discrimination Complaints9

 BB. Work Force Report.....10

 CC. Subcontractors List.....14

 DD. List of Work Made Available (Form AA61).....15

 EE. Summary of Bids Received (Form AA62)..... 16

 FF. Good Faith Effort List of Subcontractors Solicited (Form AA63).....17

 GG. SWRCB Form 4500-2: DBE Subcontractor Participation Form.....18

 HH. SWCRB Form 4500-3: DBE Subcontractor Performance Form.....20

 II. SWCRB Form 4500-4: DBE Subcontractor Utilization Form22

 JJ. Disadvantaged Business Enterprise (DBE) Utilization (CASRF Form UR-334).....24

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. Disadvantaged Business Enterprise (DBE) Requirements. The City seeks to foster a business climate of inclusion and to eliminate barriers to inclusion. The City encourages Proposers to seek and use DBE firms for this solicitation. Proposers agree that they will cooperate and assist the City in fulfilling the DBE Good Faith Effort (GFE) Requirement achieving "fair share objectives" and will exercise the six affirmative steps to achieve such minimum participation of small, minority and women owned businesses.

A. Good Faith Efforts:

1. The Proposer shall demonstrate that efforts were made to attract DBEs on this contract. The Good Faith effort requires the Proposer and any subcontractors to take the steps listed below to assure that DBEs are used whenever possible as sources of supplies, construction, equipment, or services, even if the Proposer has achieved its fair share objectives.
2. The Six Affirmative Steps are:
 - i. Ensure DBEs are made aware of contracting opportunities to the fullest extent practical through outreach and recruitment activities. For Tribal, State, and Local Government Recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
 - ii. Make information on forthcoming opportunities available to DBEs. Posting solicitations for bids or proposals for a minimum of 30 calendar days in a local newspaper, before the proposal due date.
 - iii. Consider in the contracting process whether firms competing for large contracts should subcontract with DBEs. This will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process. Include with the GFE documentation a completed form AA61 (Attachment DD), "List of Work Made Available."
 - iv. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
 - v. Use the services and assistance of the U.S. Small Business Administration (SBA) and the Minority Business Development Agency (MBDA) of the Department of Commerce. See DBE Potential Resources for additional information.
 - vi. If the Proposer awards subcontracts, the Proposer shall take the steps in (1) through (5) above.
3. The following forms must be completed and submitted with GFE documentation:
 - i. List of Work Made Available (Form AA61)
 - ii. Summary of Bids Received (Form AA62)

EXHIBIT D

- iii. Good Faith Effort List of Subcontractors Solicited (Form AA63)
 - iv. Attachment HH - SWRCB Form 4500-3: DBE Subcontractor Performance Form
 - v. Attachment II - SWCRB Form 4500-4: DBE Subcontractor Utilization Form
4. The Proposer shall provide Attachment GG - SWRCB Form 4500-2: DBE Subcontractor Participation Form to all DBE subcontractors prior to the award of any contract. DBE subcontractors will utilize this form to describe work received and/or report any concerns regarding the project. Form can be submitted to the DBE coordinator at any time during the project period of performance.

B. DBE Potential Resource Centers:

- 1. Utilization of US Small Business Administration and Minority Business Development Agency (MBDA) resources is required at no cost. These agencies offer several services, including Internet access to databases of DBEs.
- 2. For additional assistance, the Proposers can telephone the local offices of both agencies in their area (SBA Minority Enterprise Development Offices and DOC MBDA Regional Centers). The Internet web sites also include names, addresses, and phone or fax numbers of local SBA and MBDA centers. Do not write to these sources.
- 3. The Proposer shall provide documentation that the local SBA/MBDA offices or web sites were notified of the contracting bid opportunity at least 30 Calendar Days prior to Proposal due date and solicitation to DBE subcontractors at least 10 Working Days prior to Proposal due date. Documentation shall not only include the efforts to contact the information sources and list the Contract opportunity, but also the solicitation and response to the bid request.
- 4. Include qualified DBEs on solicitation lists and record the information on Form AA63 (Attachment FF). Solicitation shall be as broad as possible.
- 5. If DBE sources are not located, explain why and describe the efforts made.
- 6. The Proposer shall send invitations to at least 10 (or all, if less than 10) DBE vendors for each item of work referred by sources contacted. The invitations shall adequately specify the items for which bids are requested. The record of "good faith" efforts shall indicate a real desire for a positive response, such as a certified mail receipt or a documented telephone conversation.
- 7. A regular letter or an unanswered telephone call is not an adequate "good faith" effort. A list of all sub-bidders, including the bidders not selected and non DBE Subcontractors, and bid amount for each item of the Work shall be submitted on Form AA62 (Attachment EE). If a low bid was not accepted, an explanation shall be provided.

Federal Agencies (must be contacted and solicitations posted on their websites):

Name and Address	Telephone and Web Site
U.S. Small Business Administration	(415) 744-6820 Extension 0
455 Market Street, Suite 600	Dynamic Small Business Search: https://web.sba.gov/pro-net/search/dsp_dsbs.cfm

EXHIBIT D

San Francisco, CA 94105	Bid Notification: https://catalog.data.gov/dataset/subcontracting-network-subnet-system
RE: Minority Enterprise Development Offices	
U.S. Department of Commerce	(213) 989-3153 or (213) 353-9400
Minority Business Development Agency	Bid Notification:
1055 Wilshire Blvd Suite 900	https://www.mbda.gov/business-center/los-angeles-mbda-business-center
Los Angeles, CA 91107	RE: Business Development Centers

State Agencies (must be contacted):

Name and Address	Telephone and Web-Site
California Department of Transportation	Mailing Address: PO Box 942874
(CALTRANS) Business Enterprise Program ⁴	Sacramento, CA 94274-0015
1820 Alhambra Blvd.	(916) 227-9599
Sacramento, CA 95816	<u>DBE Database:</u> https://dot.ca.gov/programs/civil-rights/dbe
CA Public Utilities Commission (CPUC)⁵	
505 Van Ness Avenue	<u>Directory:</u> https://sch.thesupplierclearinghouse.com/FrontEnd/SearchCertifiedDirectory.asp
San Francisco, CA 94102-3298	

Notes:

1. The Proposer shall use the SBA's Dynamic Business Search database to search for potential subcontractors, suppliers, and/or manufacturers. Proposer **must** provide a copy of search records with GFE documentation.
2. The Proposer shall use SUB-Net to post subcontracting opportunities. The Proposer shall post Subcontractor opportunities at least 15 Working Days prior to proposal due date. Small businesses can review this web site to identify opportunities in their areas of expertise. The web site is designed primarily as a place for large businesses to post solicitations and notices. Provide copy of the Display Solicitation Record with the GFE documentation.
3. The Proposer may use MBDA web portal to post subcontracting opportunities. If utilized, the Proposer shall post subcontractor opportunities at least 30 Calendar Days prior to Proposal due date. Small businesses can review this web site to identify opportunities in their areas of expertise. The web site is designed primarily as a place for large businesses to post solicitations and notices. Provide copy of the Offer Overview with the GFE documentation.
4. Based on the federal DBE program, CALTRANS maintains a database and provides directories of minority and woman-owned firms. Proposer **must** provide copy of search records with GFE documentation.

5. CPUC maintains a database of DBE-owned business enterprises and serves to inform the public. Proposer **must** provide copy of search records with GFE documentation.

- B. Annual DBE Utilization Reporting. The Proposer shall report to the City on an annual basis, their utilization of Minority Business Enterprise and Women Business Enterprise subcontractors and suppliers using California State Revolving Funds (CASRF) Form UR-334 (Attachment JJ).
- C. Subcontractor Participation List. The Subcontractor Participation List (Attachment CC) shall indicate the Name and Address, Scope of Services, Percent of Total Proposed Contract Amount, Certification Status and Where Certified for each proposed Subcontractor/Subconsultant.

V. Maintaining Participation Levels.

- ii. Consultants are required to achieve and maintain the DBE participation levels throughout the duration of the goods, services, or consultant contract.
- iii. If the City modifies the original specifications, the Consultant shall make reasonable efforts to maintain the DBE participation based on commitment levels made in the original proposal. The City must approve in writing the reduction in DBE participation levels.
- iv. 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 DBE subcontractor.
- v. Consultant's failure to maintain DBE 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.

VI. Definitions.

Commercially Useful Function: a Disadvantaged Business Enterprise (DBE) 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 DBE 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 DBE is performing a commercially useful function, an evaluation will be performed of the amount of work subcontracted, normal industry practices, whether the amount the DBE firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors. Specifically, a DBE 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 DBE participation, when in similar transactions in which DBE 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.

VIII. List of Attachments.

- AA. Disclosure of Discrimination Complaints**
- BB. Work Force Report**
- CC. Subcontractors List**
- DD. List of Services Made Available (Form AA61)**
- EE. Summary of Subcontractor Proposals Received (Form AA62)**
- FF. Good Faith Effort List of Subcontractors Solicited (Form AA63)**
- GG. SWRCB Form 4500-2: DBE Subcontractor Participation Form**
- HH. SWCRB Form 4500-3: DBE Subcontractor Performance Form**
- II. SWCRB Form 4500-4: DBE Subcontractor Utilization Form**
- JJ. Disadvantaged Business Enterprise (DBE) Utilization (CASRF Form UR-334)**

DISCLOSURE OF DISCRIMINATION COMPLAINTS

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

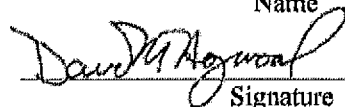
CHECK ONE BOX ONLY.

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

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/REMEDIAL ACTION TAKEN
10-25-16	Irvine, CA	Allegations of ethnic discrimination; DFEH complaint filed	No	Right to sue letter issued by DFEH; Dormant	Claimant dropped matter after Company investigated and responded to demand letter
5-31-17	San Luis Obispo, CA	Allegations of gender discrimination	Yes	In process; being vigorously defended	In process
10-19-17	San Francisco, CA	N/A - Claim Dropped	No	Claim Dropped	Claimant dropped matter after Company investigated and responded to demand letter
10-30-17	Irvine, CA	Allegations of age discrimination	Yes	Settled	Financial settlement and release negotiated
5-15-18	San Francisco, CA	Allegations of age discrimination	No	Settled	Financial settlement and release negotiated
11-24-20	Los Angeles, CA	Allegations of age and disability discrimination	No	Dormant	DFEH issued "right to sue" notice

Consultant Name Stantec Consulting Services Inc.

Certified By David Haywood Title Senior Vice President

Name

 Signature

Date 12/07/22

USE ADDITIONAL FORMS AS NECESSARY

ATTACHMENT AA

As a large, multinational corporation that has more than 26,000 employees in 400 offices world-wide, with thousands of annual projects, it is difficult to identify every instance in the last 10 years where Stantec has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Stantec discriminated against its employees, subcontractors, vendors or suppliers. Stantec has been subject to such allegations, but it is important to note that Stantec does not tolerate such activity and has a Code of Business Conduct and specific policies against discrimination and expects equal employment opportunities for all employees.

The policies state that "Stantec prohibits harassment or discrimination of an employee on the basis of characteristics such as race, sex, gender, color, creed, religious beliefs, citizenship status, national origin, age, marital status, sexual orientation, gender identity, or disability. The Company is committed to creating and maintaining a working environment that is free of such objectionable and disrespectful conduct. Harassment or discrimination of or by employees, clients, or visitors of Stantec shall not be tolerated. Any person who engages in harassment while acting as an employee of Stantec or while at a Stantec workplace is in violation of this policy. The term 'workplace' includes both Stantec premises and off-site locations." The policy also includes formal and anonymous complaint procedures. The policy further states that an employee's response to incidents of harassment or discrimination is not limited to these procedures and recognizes that in some circumstances, it may be appropriate to contact outside authorities, such as the police. An employee also has the right to file a complaint with the Human Rights Commission (in Canada) or the Equal Employment Opportunity Commission (EEOC) or appropriate state agencies (in the United States).

Relevant here are that there are no unsatisfied judgments or arbitration awards outstanding against Stantec. Stantec does have some legal proceedings, lawsuits, or claims pending, but these would be equivalent to that which would be expected for a large firm with numerous employees and subcontractors globally.

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: Stantec Consulting Services, Inc.

ADA/DBA: _____

Address (Corporate Headquarters, where applicable): 10160-112 Street

City: Edmonton County: _____ State: Alberta Zip: TK52L6

Telephone Number: 780-917-7000 Fax Number: _____

Name of Company CEO: Gord Johnson

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

Address: 9797 Aero Drive, Suite 310

City: San Diego County: San Diego State: CA Zip: 92123

Telephone Number: 619-296-6195 Fax Number: 858-622-2701 Email: _____

Type of Business: Corporation Type of License: _____

The Company has appointed: Leah Armstrong

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: One Carlson Parkway North, Suite 100, Plymouth, MN 55447-4440

Telephone Number: 763-195-1002 Fax Number: _____ Email: leah.armstrong@stantec.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 Stantec Consulting Services, Inc.

(Firm Name)

San Diego, California hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this September day of 26, 2023

Leah Armstrong
Digitally signed by Leah Armstrong
Date: 2023.09.26 15:04:49 -05'00'

(Authorized Signature)

Leah Armstrong
Digitally signed by Leah Armstrong
Date: 2023.09.26 15:04:19 -05'00'

(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: Stantec Consulting Services, Inc.

DATE: September 25, 2023

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

COUNTY: San Diego

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

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

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

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African- American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity		
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	
Management & Financial				2		1						1	7	1	1
Professional															
A&E, Science, Computer		1	17	4	17	5						30	9	2	5
Technical			1	1	1	1							1		
Sales															
Administrative Support						1						2	1		
Services															
Crafts															
Operative Workers															
Transportation															
Laborers*															

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

Totals Each Column	1	18	7	18	8							33	18	3	6
--------------------	---	----	---	----	---	--	--	--	--	--	--	----	----	---	---

Grand Total All Employees 112

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

Disabled			1	1	1							1	2	1	
----------	--	--	---	---	---	--	--	--	--	--	--	---	---	---	--

Non-Profit Organizations Only:

Board of Directors															
Volunteers															
Artists															

Work Force Report

HISTORY

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

WORK FORCE & BRANCH WORK FORCE REPORTS

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

MANAGING OFFICE WORK FORCE

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

TYPES OF WORK FORCE REPORTS:

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

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

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

RACE/ETHNICITY CATEGORIES

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

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

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

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

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

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

Exhibit A: Work Force Report Job categories-Administration

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

Management & Financial

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

Professional

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

Architecture & Engineering, Science, Computer

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

Technical

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

Sales

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

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers

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

Services

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

Crafts

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

Vehicle and Mobile Equipment Mechanics,
Installers, and Repairers
Woodworkers

Operative Workers

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

Transportation

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

Laborers

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

SUBCONTRACTOR PARTICIPATION LIST

This list shall include the name and complete address of all Subcontractors who qualify as **MBEs** and **WBEs**. Consultants must also list participation by any DBE, SLBE, ELBE, DBVE and OBE firms.

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 MBE/WBE 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	MBE/WBE (DBE/ SLBE/ELBE/ DVBE/OBE*)	WHERE CERTIFIED**
aark engineering inc. 1870 Cordell Court, Suite 202 El Cajon, CA 92020	Structural Engineering	0.5%	SLBE	City of San Diego
AirX Utility Surveyors, Inc. 785 E. Mission Rd, Ste 100 San Marcos, CA 92069	Potholing	0.1%	WBE	CPUC
Allied Geotechnical Engineers, Inc. 9500 Cuyamaca Street, Suite 102 Santee, CA 92071	Geotechnical	0.2%	MBE/DBE/SLBE	CPUC/DOT/City of San Diego
Brown & Caldwell 451 A Street, Suite 1500 San Diego, CA 92101	Planning, Engineering & Design Support, Program Management Support	26.06%	OBE	N/A
California Corrosion Specialists LLC 3322 Sage Rd Fallbrook, CA 92028	Corrosion Control	0.1%	OBE	N/A
CityWorks People + Places, Inc. 1526 India Street, Suite E San Diego, CA 92101	Administration, Architectural, Outreach Support	2.2%	WBE/DBE/ELBE	CPUC/DOT/City of San Diego
Clark Land Resources, Inc. 9150 Chesapeake Dr., Ste 190 San Diego, CA 92123	Real Estate/Easement	0.1%	WBE	CPUC
Cook & Schmid LLC 626 Savoy Street San Diego, California 92106	Public Relations	0.6%	MBE/DBE/SLBE	CPUC/DOT/City of San Diego
DDB Engineering, Inc. 1 Cavalier Laguna Niguel, CA 92677	Regulatory/Permitting	0.5%	WBE/DBE	DOT/DOT
Hoch Consulting 804 Pier View Way, Suite 100 Oceanside, CA 92054	Program Technical Support	6.0%	SLBE	City of San Diego

ATTACHMENT CC

Katz & Associates, Inc. 591 Camino De La Reina, Suite 407 San Diego, CA 92108	Public Outreach	4.0%	WBE	CPUC
KLM Project Insights 649 Maze Glen Escondido, CA 92025	Program Controls	2.3%	WBE/ELBE	CPUC/City of San Diego
La Salle Solutions, LLC 900 F Street Ste. 128 San Diego, CA 92101	Project Delivery	4.1%	DBE/ELBE/ Hubzone	DOT/City of San Diego/SBA
Libby Engineers, Inc. dba Martin & Libby 4452 Glacier Avenue San Diego, CA 92120	Structural Engineering	0.5%	WBE/DBE/ELBE	CPUC/DOT/City of San Diego
MBN Group, Inc. 5755 Oberlin Drive, Suite 110 San Diego, CA 92121	Architectural	0.4%	ELBE	City of San Diego
Means Consulting LLC 2100 Serrano Avenue Newport Beach, CA 92661	Specialized Program Delivery Support, Mediation/Facilitation	0.1%	OBE	N/A
Michael R. Welch, Ph.D., P.E. 2735 San Clemente Terrace San Diego, CA 92122	Regulatory/Permitting	0.4%	ELBE	City of San Diego
Ninyo & Moore Geotechnical & Environmental Sciences Consultants 5710 Ruffin Road San Diego, CA 92123	Geotechnical/ Environmental	0.3%	MBE	CPUC/City of Los Angeles
Okapi Environmental Inc. dba Pangea Biological 6790 Embarcadero Lane, Ste. 100 Carlsbad, CA 92011	Biological/Environmental	0.05%	WBE	CPUC
Prince Consulting 4998 Corte Playa Palmera San Diego, CA 92124	Engineering/CADD	0.2%	WBE/ELBE	CPUC/City of San Diego
Ronald E. Lacey dba Lacey Consulting PO Box 120097 San Diego, CA 92122	Outreach	0.2%	ELBE	City of San Diego
San Dieguito Engineering, Inc. 1911 Palomar Oaks Way, Suite 200 Carlsbad, CA 92008	Survey	0.2%	MBE/WBE/DBE/ SLBE	CPUC/CPUC/ DOT/City of San Diego
STC Traffic, Inc. 5973 Avenida Encinas, Suite #218 Carlsbad, CA 92008	Traffic Studies	0.1%	SLBE	City of San Diego

ATTACHMENT CC

Studio West Landscape Architecture & Planning 7185 Navajo Rd., Suite A San Diego, CA 92119	Landscape Architecture	0.2%	WBE/ELBE	CPUC/City of San Diego
Telesis Surveying and Civil Engineering Corporation (TSAC) 12121 Scripps Summit Drive San Diego, CA 92131	Computer-Aided Design and Drafting	0.5%	WBE	CPUC
Trussell Technologies, Inc. 232 N. Lake Suite 300 Pasadena, CA 91101	Regulatory/Permitting	11.5%	OBE	N/A
Vic Salazar Enterprises, LLC dba Vic Salazar Communications 5205 Kearny Villa Way #107 San Diego, CA 92123	Outreach	0.2%	MBE/DBE/ELBE	CPUC/DOT/City of San Diego
Water Quality Solutions 1726 Three Springs Road McGaheysville, VA 22840	Reservoir Water Quality Modeling	1.0%	OBE	N/A
West Coast Civil, Inc. 9740 Appaloosa Road, Suite 200 San Diego, CA 92131	Project Delivery	6.3%	MBE/DBE	CPUC/DOT
Yen C. Tu Consulting 11074 Roxboro Road San Diego, CA 92131	Outreach	0.2%	MBE/WBE/DBE/ELBE	DOT/DOT/DOT/City of San Diego

List of Abbreviations:

Certified Minority Business Enterprise
Certified Woman Business Enterprise
 Certified Disadvantaged Business Enterprise
 Small Local Business Enterprise
 Emerging Local Business Enterprise
 Certified Disabled Veteran Business Enterprise
 Other Business Enterprise

MBE
WBE
 DBE*
 SLBE*
 ELBE*
 DVBE*
 OBE*

* Listed for informational purposes only.

LIST OF SERVICES MADE AVAILABLE

List items of the Services the Proposer made available to DBE firms. Identify those items of the Services the Proposer might otherwise perform with its own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, show the percentage of the Estimated Fee. The Proposer must demonstrate that enough work to meet the goal was made available to DBE firms.

ITEM OF SERVICE MADE AVAILABLE	NAICS CODE	PROPOSER NORMALLY PERFORMS ITEM (Y/N)	ITEM BROKEN DOWN TO FACILITATE PARTICIPATION (Y/N)	PERCENTAGE OF ESTIMATED FEE
Engineering	541330	Y	Y	12.5%
Public Relations	541820	N	Y	5.0%
Administrative Management and General Management Consulting	541611	Y	Y	5.7%
Environmental Consulting	541620	Y	Y	0.15%
Land Surveying	541370	N	Y	0.2%
Landscape Architectural	541320	Y	Y	0.2%
Architectural	541310	Y	Y	0.4%
Site Preparation Contractor	238910	N	Y	0.1%

SUMMARY OF SUBCONSULTANT PROPOSALS RECEIVED

Type of Services	NAICS CODES	Company Name	Selected (Y/N)	DBE	Non-DBE	Explanation for not Selecting
Engineering	541330	aark engineering inc.	Y	X*		
Engineering/Environmental Consulting	541330/541620	Allied Geotechnical Engineers, Inc.	Y	X		
Engineering	541330	Aquario Engineering LLC	N	X		Services do not align with Scope of Work.
Engineering	541330	Brown and Caldwell	Y		X	
Engineering	541330	California Corrosion Specialists LLC	Y		X	
Engineering	541330	Craftwater, Inc.	N	X		Services and experience do not align with Scope of Work.
Engineering	541330	DDB Engineering, Inc.	Y	X		
Engineering	541330	Hoch Consulting	Y	X*		
Engineering//Public Relations/Admin. & Gen. Mgmt.	541330/541820/541611	La Salle Solutions, LLC	Y	X		
Engineering	541330	Lee + Ro Water Infrastructure Engineers	N	X		Prime and other selected DBEs have more Pure Water experience.
Engineering	541330	Libby Engineers, Inc. dba Martin & Libby	Y	X		
Engineering/Environmental Consulting	541330/541620	Ninyo & Moore Geotechnical & Environmental Sciences Consultants	Y	X		
Engineering	541330	Nova Services, Inc.	N	X		Selected 2 other DBEs with very deep experience with City of S.D.
Engineering	541330	Prince Consulting	Y	X		
Engineering/Admin. & Gen. Mgmt./Env. Consulting	541330/541611/541620	Proteus Consulting	N	X		Selected other DBEs with stronger experience related to this opportunity.
Engineering/Env. Consulting/Landscape Architectural	541330/541620/541320	Reddy Engineering Services, Inc.	N	X		Services not a fit for this opportunity.
Engineering	541330	Ross Engineering Group	N	X		Selected DBE firms with stronger Pure Water experience.

USE ADDITIONAL FORMS AS NECESSARY

* Uncertain if firm's certifications meet/exceed EPA certification standards

SUMMARY OF SUBCONSULTANT PROPOSALS RECEIVED

Type of Services	NAICS CODES	Company Name	Selected (Y/N)	DBE	Non-DBE	Explanation for not Selecting
Engineering/Land Surveying	541330/541370	San Dieguito Engineering, Inc.	Y	X		
Engineering	541330	STC Traffic, Inc.	Y	X*		
Engineering	541330	West Coast Civil, Inc.	Y	X		
Public Relations/Admin. & Gen. Mgmt. Architectural	541820/541611/541310	CityWorks People + Places, Inc.	Y	X		
Public Relations	541820	Cook & Schmid LLC	Y	X		
Public Relations	541820	Katz & Associates, Inc.	Y	X		
Public Relations	541820	Red Hawk	N	X		DBE firms selected with greater local knowledge.
Public Relations	541820	Ronald E. Lacey dba Lacey Consulting	Y	X*		
Public Relations/Admin. & General Mgmt.	541820/541611	Vic Salazar Enterprises, LLC dba Vic Salazar Communications	Y	X		
Public Relations	541820	Yen C. Tu Consulting	Y	X		
Admin. & General Mgmt./Land Surveying	541611/541370	Clark Land Resources, Inc.	Y	X		
Admin. & General Mgmt.	541611	Decor Consulting	N	X		Selected other DBE with knowledge of local environment.
Admin. & General Mgmt.	541611	KLM Project Insights	Y	X		
Admin. & General Mgmt.	541611	Means Consulting LLC	Y	X*		
Admin. & General Mgmt.	541611	Stormie R. Petoscia dba SR Consulting	Y	X		
Land Surveying/Environmental Consulting	541370/541620	Okapi Environmental Inc. dba Pangea Biological	Y	X		
Land Surveying	541370	Telesis Surveying and Civil Engineering Corporation (TSAC Engineering)	Y	X		

USE ADDITIONAL FORMS AS NECESSARY

* Uncertain if firm's certifications meet/exceed EPA certification standards

SUMMARY OF SUBCONSULTANT PROPOSALS RECEIVED

Type of Services	NAICS CODES	Company Name	Selected (Y/N)	DBE	Non-DBE	Explanation for not Selecting
Environmental Consulting	541620	Michael R. Welch, Ph.D., P.E.	Y	X*		
Environmental Consulting	541620	Trussell Technologies, Inc.	Y		X	
Environmental Consulting	541620	Water Quality Solutions	Y	X*		
Architectural	541310	MBN Group, Inc.	Y	X*		
Landscape Architecture	541320	Studio West Landscape Architecture & Planning	Y	X		
Site Preparation Contractor/Engineering	238910/541330	AirX Utility Surveyors, Inc.	Y	X		

USE ADDITIONAL FORMS AS NECESSARY

* Uncertain if firm's certifications meet/exceed EPA certification standards

**GOOD FAITH EFFORT LIST OF SUBCONTRACTORS SOLICITED
DISADVANTAGE BUSINESS ENTERPRISE (DBE)**

Contractor Name	Contractor Address	How Located	Date of Contact	Contact Method	Service Description	Response (Yes/No)
La Salle Solutions, LLC	800 F Street, Ste. 128 San Diego, CA 92101	SBA Subnet/CALTRANS	11/11/2022	Email (Replied)	Engineering (541330)/Public Relations (541820)/Admin. & Gen. Mgmt.(541811)	Yes
MY6 Consulting LLC	3678 37TH St San Diego, CA 92105	SBA Subnet/ CALTRANS/CPUC	11/11/2022	Email/Phone	Engineering (541330)	No
Vanguard Pacific	2207 Gernet Ave., Suite N San Diego, CA 92109-3713	SBA Subnet	11/11/2022	Email/Phone	Engineering (541330)/Admin. Mgmt.(541611)/Land Surveying (541370)/Site Preparation Contractor (238910)	No
West Point Contractors	434 W. Cedar St., Ste. 500 San Diego, CA 92101-2904	SBA Subnet	11/11/2022	Email/Phone	Engineering (541330)/Site Preparation Contractor (238910)	No
Marstel-Day	804 Pier View Way, Ste. 206 Oceanside, CA 92054	SBA Subnet	11/11/2022	Email/Phone	Engineering (541330)/PR (541820)/Admin. Mgmt. (541611)/Land Surveying (541370)/Env. Consult. (541620)/Landscape Arch. (541320)	No
Artemis Environmental Services	3612 Bayview PL Carlsbad, CA 92010-6599	SBA Subnet/CPUC	11/11/2022	Email/Phone	Land Surveying (541370)/Env. Consulting (541620) Landscape Architectural (541320)	No
Okapi Environmental Inc. dba Pangea Biological	6790 Embarcadero Ln., Ste. 100 Carlsbad, CA 92011-3278	SBA Subnet/CPUC	11/11/2022	Email/Phone	Land Surveying (541370)/Environmental Consulting (541620)	Yes
Torrey Pines Environmental	4186 San Miguel Ave. San Diego, CA 92113	SBA Subnet/CPUC	11/11/2022	Email (Replied)	Land Surveying (541370)/Environmental Consulting (541620)	Yes
Access General Contracting	337 W. 35th St., Ste. M National City, CA 91950-7918	SBA Subnet	11/11/2022	Email/Phone	Site Preparation Contractor (238910)	No
Accu Construction	14751 Plaza Drive, Suite L Tustin, CA 92780	SBA Subnet	11/11/2022	Email/Phone	Site Preparation Contractor (238910)	Yes
Bonita Pipeline	140 N. Glover Ave. Chula Vista, CA 91910-1010	SBA Subnet	11/11/2022	Email/Phone	Site Preparation Contractor (238910)	No
Heffler Contracting Group	535 Broadway, #203 El Cajon, CA 92021-5484	SBA Subnet	11/11/2022	Email/Phone	Site Preparation Contractor (238910)	No
L.B. Civil Construction, Inc.	324 E. Valley Pkwy, Escondido, CA 92025-2815	SBA Subnet	11/11/2022	Email/Phone	Site Preparation Contractor (238910)	No
Templeton Engineering	135 W Mission Ave., Ste. 109 Escondido, CA 92025	SBA Subnet	11/11/2022	Email/Phone	Site Preparation Contractor (238910)	No
Allied Geotechnical Engineers, Inc.	9500 Cuyamaca St., Ste. 102 San tee, CA 92071-2685	CALTRANS/CPUC	11/11/2022	Email/Phone	Engineering (541330)/Env. Consulting (541620)	Yes

USE ADDITIONAL FORMS AS NECESSARY

**GOOD FAITH EFFORT LIST OF SUBCONTRACTORS SOLICITED
DISADVANTAGE BUSINESS ENTERPRISE (DBE)**

Contractor Name	Contractor Address	How Located	Date of Contact	Contact Method	Service Description	Response (Yes/No)
Aquario Engineering LLC	5857 Estelle St. San Diego, CA 92115-5432	CALTRANS	11/11/2022	Email/Phone	Engineering (541330)	Yes
Arc Engineers	6795 Annmar Drive San Diego, CA 92139	CALTRANS	11/11/2022	Email/Phone	Engineering (541330)/Admin. & Gen. Mgmt. (541611)	Yes
CityWorks People + Places, Inc.	1526 India Street, Suite E San Diego, CA 92101	CALTRANS/CPUC	11/11/2022	Email (Replied)	Public Relations (541820)/Admin. & Gen. Mgmt. (541611)/Architectural (541310)	Yes
DDB Engineering, Inc.	15635 Alton Parkway, Suite 117 Irvine, CA 92618	CALTRANS	11/11/2022	Email (Replied)	Engineering (541330)	Yes
Kettler Leweck Engineering	1820 Fifth Avenue, Suite 675 San Diego, CA 92101	CALTRANS/CPUC	11/11/2022	Email/Phone	Engineering (541330)	No
San Dieguito Engineering, Inc.	1911 Palomar Oaks Way, Suite 200 Carlsbad, CA 92008	CALTRANS/CPUC	11/11/2022	Email/Phone	Engineering (541330)/Land Surveying (541370)	Yes
Trinity Geotechnical Engineering, Inc.	13230 Evening Creek Dr., Suite 206 San Diego, CA 92128	CALTRANS/CPUC	11/11/2022	Email/Phone	Engineering (541330)	No
Aqua Community Relations Group	4452 Park Blvd. #208 San Diego, CA 92116	CALTRANS	11/11/2022	Email/Phone	Public Relations (541820)	No
Cook & Schmid LLC	740 13TH Street, Suite 502 San Diego, CA 92101	CALTRANS/CPUC	11/11/2022	Email/Phone	Public Relations (541820)	Yes
Spear Public Relations	1365 Hardin Drive El Cajon, CA 92020	CALTRANS	11/11/2022	Email/Phone	Public Relations (541820)	Yes
Yen C. Tu Consulting	11074 Roxboro Road San Diego, CA 92131	CALTRANS	11/11/2022	Email (Replied)	Public Relations (541820)	Yes
Madole & Associates, Inc.	9302 Pittsburgh Ave., Ste. 230 Rancho Cucamonga, CA 91730	CALTRANS	11/11/2022	Email/Phone	Admin. & Gen. Mgmt.(541611)/Env. Consulting (541820)/Landscape Architectural (541320)	Yes
Pamela Studios	3400 Faircrest Street La Crescenta, CA 91214	CALTRANS	11/11/2022	Email/Phone	Admin. & Gen. Mgmt.(541611)/Landscape Arch. (541320)	No
Stormie R. Petoscia dba SR Consulting	9217 Samantha Court San Diego, CA 92128	CALTRANS	11/15/2022	Email/Phone	Admin. & General Mgmt. (541611)	Yes
Acculine Survey, Inc.	1918 Grand Ave., Suite 1G San Diego, CA 92108	CALTRANS	11/11/2022	Email/Phone	Land Surveying (541370)	No

USE ADDITIONAL FORMS AS NECESSARY

**GOOD FAITH EFFORT LIST OF SUBCONTRACTORS SOLICITED
DISADVANTAGE BUSINESS ENTERPRISE (DBE)**

Contractor Name	Contractor Address	How Located	Date of Contact	Contact Method	Service Description	Response (Yes/No)
California Land Surveyor	1570 Bridgeview Dr. San Diego, CA 92105	CALTRANS	11/11/2022	Email/Phone	Land Surveying (541370)	No
Tri City Engineering	4630 W. Jennifer, No. 101 Fresno, CA 93722	CALTRANS	11/11/2022	Email/Phone	Land Surveying (541370)/Architectural (541310)/ Engineering (541330)	Yes
Bayside Engineering Construction, Inc.	2534 State Street, Suite 308 San Diego, CA 92101	CALTRANS	11/11/2022	Email/Phone	Environmental Consulting (541620)	Yes
Campbell & Campbell	980 Via Tranquila Santa Barbara, CA 93110	CALTRANS	11/11/2022	Email/Phone	Env. Consulting (541620)/Architectural (541310)/Landscape Architectural (541320)	No
Coastal Sage Landscape Architecture	936 Bluejack Road, Suite 102 Encinitas, CA 92024-4061	CALTRANS	11/11/2022	Email/Phone	Env. Consulting (541620)/Landscape Architectural (541320)	No
Q & S Engineering	4445 Eastgate Mall, Suite 200 San Diego, CA 92121	CALTRANS/CPUC	11/11/2022	Email/Phone	Environmental Consulting (541620)	No
Tatsumi and Partners, Inc.	49 Discovery, #120 Irvine, CA 92618-3150	CALTRANS/CPUC	11/11/2022	Email/Phone	Env. Consulting (541620)/Landscape Architectural (541320)	Yes
A & M Consulting Engineers	204 E. Oak Ave., Suite 5A Visalia, CA 93291	CALTRANS	11/11/2022	Email/Phone	Architectural (541310)/Engineering (541330)	No
CityWorks Design	2275 Huntington Ave, Suite 343 San Marino, CA 91101	CALTRANS	11/11/2022	Email/Phone	Architectural (541310)/Landscape Architectural (541320)	No
Kendall Planning + Design	2502 California Avenue Santa Monica, CA 90403	CALTRANS	11/11/2022	Email/Phone	Architectural (541310)/Landscape Architectural (541320)	Yes
Richard Yen & Associates Architects & Planners	3515 Hancock Street, Suite 250 San Diego, CA 92110	CALTRANS/CPUC	11/11/2022	Email/Phone	Architectural (541310)	Yes
Tina Chee Landscape Studio	1800 S. Brand Blvd., #212 Glendale, CA 91204	CALTRANS	11/11/2022	Email/Phone	Architectural (541310)/Landscape Architecture (541320)	Yes
Wildscape Restoration	4562 Westinghouse Street, Ste. F/J Ventura, CA 93003	CALTRANS/CPUC	11/11/2022	Email/Phone	Env. Consulting (541620)/Land Surveying (541370)/ Landscape Architectural (541320)/ Site Preparation Contractor (238910)	No
ZW&A Planning & Architecture	110 E. Avenida Ramona San Clemente, CA 92672	CALTRANS	11/11/2022	Email/Phone	Architectural (541310)/Landscape Architecture (541320)	No
Advanced Geosolutions, Inc.	13 Orchard Road, Suite 105 Lake Forest, CA 92630	CALTRANS	11/11/2022	Email/Phone	Site Preparation Contractor (238910)	No

USE ADDITIONAL FORMS AS NECESSARY

GOOD FAITH EFFORT LIST OF SUBCONTRACTORS SOLICITED
DISADVANTAGE BUSINESS ENTERPRISE (DBE)

Contractor Name	Contractor Address	How Located	Date of Contact	Contact Method	Service Description	Response (Yes/No)
Alaniz Associates	21334 E. Cloverton St Covina, CA 91724	CALTRANS	11/11/2022	Email/Phone	Site Preparation Contractor (238910)/ Env. Consulting (541620)	No
Craftwater, Inc.	10711 Oakbend Dr. San Diego, CA 92131	CPUC	11/11/2022	Email (Replied)	Engineering (541330)	Yes
Hoch Consulting	804 Pier View Way, Suite 100 Oceanside, CA 92054	CPUC	11/11/2022	Email (Replied)	Engineering (541330)	Yes
Integrated Ecosystems Consulting	4445 Eastgate Mall Suite 200, Ste 113 San Diego, CA 92122	CPUC/CALTRANS	11/11/2022	Email (Replied)	Admin. & General Mgmt. (541611)/ Env. Consulting (541620)	Yes
Libby Engineers, Inc. dba Martin & Libby	4452 Glacier Avenue San Diego, CA 92120	CPUC/CALTRANS	11/11/2022	Email/Phone	Engineering (541330)	Yes
Ninyo & Moore	5710 Rutin Road San Diego, CA 92123	CPUC	11/11/2022	Email (Replied)	Engineering (541330)/Environmental Consulting (541620)	Yes
Nova Services, Inc.	4373 Viewridge Ave., Suite B San Diego, CA 92123	CPUC	11/11/2022	Email (Replied)	Engineering (541330)	Yes
Prince Consulting	4998 Corte Playa Palmera San Diego, CA 92124	CPUC	11/11/2022	Email (Replied)	Engineering (541330)	Yes
Reddy Engineering Services, Inc.	9655 Granite Ridge Drive, #200 San Diego, CA 92123	CPUC/CALTRANS	11/11/2022	Email (Replied)	Engineering (541330)/Env. Consulting (541620)/Landscape Architectural (541320)	Yes
Ross Engineering Group	6354 Camino Corto San Diego, CA 92120-4720	CPUC	11/11/2022	Email (Replied)	Engineering (541330)	Yes
West Coast Civil, Inc.	9740 Appaloosa Road, Suite 200 San Diego, CA 92131	CPUC/CALTRANS	11/11/2022	Email (Replied)	Engineering (541330)	Yes
Focuscom, Inc.	101 W. Broadway, Ste 1450 San Diego, CA 92101	CPUC	11/11/2022	Email/Phone	Public Relations (541820)	No
Katz & Associates, Inc.	1450 Frazee Road, Suite 200 San Diego, CA 92108-8701	CPUC	11/11/2022	Email (Replied)	Public Relations (541820)	Yes
Vic Salazar Enterprises, LLC dba Vic Salazar Communications	5205 Kearny Villa Way, #107 San Diego, CA 92123	CPUC/CALTRANS	11/11/2022	Email/Phone	Public Relations (541820)/Admin. & General Mgmt. (541611)	Yes
Clark Land Resources, Inc.	9150 Chesapeake Dr San Diego, CA 92123-1062	CPUC	11/11/2022	Email (Replied)	Admin. & Gen. Mgmt. (541611)/Land Surveying (541370)	Yes

USE ADDITIONAL FORMS AS NECESSARY

**GOOD FAITH EFFORT LIST OF SUBCONTRACTORS SOLICITED
DISADVANTAGE BUSINESS ENTERPRISE (DBE)**

Contractor Name	Contractor Address	How Located	Date of Contact	Contact Method	Service Description	Response (Yes/No)
KLM Project Insights	649 Maze Glen Escondido, CA 92025	CPUC	11/11/2022	Email (Replied)	Admin. & General Mgmt. (541611)	Yes
Telesis Surveying and Civil Engineering Corporation (TSAC Engineering)	12121 Scripps Summit Drive, Suite 150 San Diego, CA 92131	CPUC	11/11/2022	Email (Replied)	Land Surveying (541370)	Yes
TTG Environmental & Associates	7922 Mission Manzanita Place San Diego, CA 92120	CPUC	11/11/2022	Email/Phone	Environmental Consulting (541620)	No
Roesling Nakamura Terada Architects	363 Fifth Ave., Ste 202 San Diego, CA 92101	CPUC	11/11/2022	Email/Phone	Architectural (541310)	No
Studio West Landscape Architecture & Planning	3625 Ruffin Rd., Suite 108 San Diego, CA 92123	CPUC	11/11/2022	Email (Replied)	Landscape Architecture (541320)	Yes
AirX Utility Surveyors, Inc.	765 East Mission Road, Ste. #100 San Marcos, CA 92069	CPUC	11/11/2022	Email/Phone	Site Preparation Contractor (238910)/ Engineering (541330)	Yes
Tri-County Drilling	9631 Candida Street San Diego, CA 92126	CPUC	11/11/2022	Email/Phone	Site Preparation Contractor (238910)	No

USE ADDITIONAL FORMS AS NECESSARY



Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Participation Form

A Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE¹ subcontractor² the opportunity to describe work received and/or report any concerns regarding the funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the DBE Coordinator at any time during the project period of performance.

Subcontractor Name		Project Name	
Bid / Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity	

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Amount Received by Prime Contractor

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

Please use the space below to report any concerns regarding the above funded project:

Subcontractor Signature	Print Name
Title	Date

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.

Send completed Form 4500-2 to:
 Mr. Joe Ochab, DBE Coordinator
 US EPA, Region 9
 75 Hawthorne Street
 San Francisco, CA 94105

FORM 4500-2 (DBE Subcontractor Participation Form)



**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. A Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name aark engineering inc.		Project Name As-Needed Engineering Technical Services - Pure Water San Diego - Phase 2	
Bid / Proposal No. H2226024	Assistance Agreement ID No. (if known)	Point of Contact Mark Van Bibber	
Address 1870 Cordell Court, Suite 202, El Cajon, CA 92020			
Telephone No. (619) 312-6336		Email Address vanbibber@aarkengineering.com	
Prime Contractor Name Stantec Consulting Services Inc.		Issuing/Funding Entity City of San Diego Public Utilities Department	


Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
TBD	Structural Engineering	0.5%
DBE Certified By: DOT <input type="checkbox"/> SBA <input type="checkbox"/> Other: <u>SLBE (City of San Diego), SB(Micro) (California DGS)</u>		Meets/exceeds EPA certification standards? YES <input type="checkbox"/> NO <input type="checkbox"/> Unknown <input checked="" type="checkbox"/>

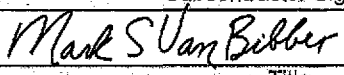
¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

ATTACHMENT HH

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	David Haywood
Title	Date
Senior Vice President	12/1/2022

Subcontractor Signature	Print Name
	Mark Van Bibber
Title	Date
Principal Structural Engineer	11/22/2022

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.



Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. A Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name: Alrx Utility Surveyors, Inc.		Project Name: As-Needed Engineering Technical Services- Pure Water San Diego-Phase 2	
Bid / Proposal No. H2226024	Assistance Agreement ID No. (if known)	Point of Contact Andy Law	
Address: 785 E. Mission Rd, Ste 100, San Marcos, CA 92069			
Telephone No. (760) 480-2347		Email Address: estimating@alrxus.com	
Prime Contractor Name: Stanted Consulting Services Inc.		Issuing/Funding Entity: City of San Diego Public Utilities Department	

Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
TBD	Potholing	0.1%
DBE Certified By: DOT <input type="checkbox"/> SBA <input checked="" type="checkbox"/> Other: WBE (CPUC), WOSE (US SBA)		Meets/exceeds EPA certification standards? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> Unknown <input type="checkbox"/>

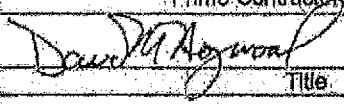
SB & SB-PW (California DGS)

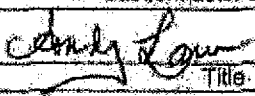
¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

ATTACHMENT HH

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (e).

Prime Contractor Signature	Print Name
	David Haywood
Title	Date
Senior Vice President	12/2/2022

Subcontractor Signature	Print Name
	Andy Law
Title	Date
Estimator	12/1/2022

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.



**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. A Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name Allied Geotechnical Engineers		Project Name As-Needed Engineering Technical Services - Pure Water San Diego - Phase 2	
Bid / Proposal No. H2226024	Assistance Agreement ID No. (if known)	Point of Contact Sani Sutanto	
Address 9500 Cuyamaca Street, Suite 102, Santee, CA 92071			
Telephone No. (619) 449-5900		Email Address s_sutanto@alliedgeo.org	
Prime Contractor Name Stantec Consulting Services Inc.		Issuing/Funding Entity City of San Diego Public Utilities Department	

Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
TBD	Geotechnical	0.2%
DBE Certified By: DOT <input checked="" type="checkbox"/> SBA <input type="checkbox"/> Other: DBE (DOT), MBE (CPUC), SLBE (City of San Diego),		Meets/exceeds EPA certification standards? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> Unknown <input type="checkbox"/>

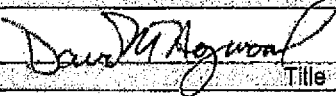
SBE (Los Angeles County Metro), SB (Micro) (California DGS)


¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

ATTACHMENT HH

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	David Haywood
Title	Date
Senior Vice President	12/2/2022

Subcontractor Signature	Print Name
	Santi Sutanto
Title	Date
Senior Project Manager	December 1, 2022

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information; the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.



**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. A Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name CityWorks People + Places, Inc.		Project Name As-Needed Engineering Technical Services - Pure Water San Diego - Phase 2
Bid / Proposal No. H2226024	Assistance Agreement ID No. (if known)	Point of Contact Laura Warner
Address 1526 India Street, Suite E, San Diego, CA 92101		
Telephone No. (619) 238-9091 ext 109	Email Address Laura.warner@cityworks.biz	
Prime Contractor Name Stantec Consulting Services Inc.	Issuing/Funding Entity City of San Diego Public Utilities Department	

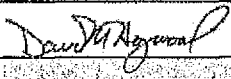
Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
TBD	Administration, Architectural, Outreach Support	2.2%
DBE Certified By: DOT <input checked="" type="checkbox"/> SBA <input type="checkbox"/> Other: <u>DBE (DOT), WBE (CPUC), ELBE (City of San Diego)</u>		Meets/exceeds EPA certification standards? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> Unknown <input type="checkbox"/>


¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

ATTACHMENT HH

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	David Haywood
Title	Date
Senior Vice President	12/1/2022

Subcontractor Signature	Print Name
	Laura Warner
Title	Date
CEO, RA, Design Partner	11.29.22

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.



Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. A Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name Clark Land Resources, Inc.		Project Name As-Needed Engineering Technical Services - Pure Water San Diego - Phase 2	
Bid / Proposal No. H2226024	Assistance Agreement ID No. (if known)	Point of Contact Sue Cope	
Address 9150 Chesapeake Dr., Ste 190, San Diego, CA 92123			
Telephone No. (760) 468-3464		Email Address sue.cope@clarklandresources.com	
Prime Contractor Name Stantec Consulting Services Inc.		Issuing/Funding Entity City of San Diego Public Utilities Department	

Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
TBD	Real Estate/Easement	0.1%
DBE Certified By: DOT <input type="checkbox"/> SBA <input type="checkbox"/> Other: <u>WBE (CPUC)</u>		Meets/exceeds EPA certification standards? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> Unknown <input type="checkbox"/>

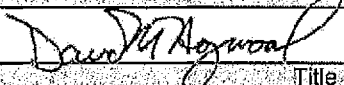
SBE (Metropolitan Water District of Southern California), SB (California DGS)


¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

ATTACHMENT HH

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	David Haywood
Title	Date
Senior Vice President	12/6/2022

Subcontractor Signature	Print Name
	Sue Cope
Title	Date
Executive Manager of Administration/Corporate Secretary	December 5, 2022

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.



**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. A Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name Cook & Schmid LLC		Project Name As-Needed Engineering Technical Services - Pure Water San Diego - Phase 2	
Bid / Proposal No. H2226024	Assistance Agreement ID No. (if known)	Point of Contact Jon Schmid	
Address 626 Savoy Street, San Diego, CA 92106			
Telephone No. (619) 200-7257		Email Address jschmid@cookandschmid.com	
Prime Contractor Name Stantec Consulting Services Inc.		Issuing/Funding Entity City of San Diego Public Utilities Department	

Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
TBD	Public Relations	0.6%
DBE Certified By: DOT <input checked="" type="checkbox"/> SBA <input type="checkbox"/> Other: <u>DBE (DOT), MBE (CPUC), SLBE (City of San Diego),</u>		Meets/exceeds EPA certification standards? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> Unknown <input type="checkbox"/>

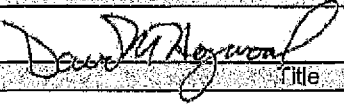
SB (Micro) & SB-PW (California DGS), MBE (Pacific Southwest Minority Supplier Development Council)

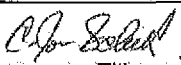
¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

ATTACHMENT HH

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	David Haywood
Title	Date
Senior Vice President	12/6/2022

Subcontractor Signature	Print Name
	Jon Schmid
Title	Date
President & CEO	12/2/22

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.



**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. A Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name DDB Engineering, Inc.		Project Name As-Needed Engineering Technical Services - Pure Water San Diego - Phase 2	
Bid / Proposal No. H2226024	Assistance Agreement ID No. (if known)	Point of Contact Debra L. Burris	
Address 1 Cavalier, Laguna Niguel, CA 92677			
Telephone No. (949) 400-8575		Email Address dburris@ddb.com	
Prime Contractor Name Stantec Consulting Services Inc.		Issuing/Funding Entity City of San Diego Public Utilities Department	


Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
TBD	Regulatory/Permitting	0.5%
DBE Certified By: DOT <input checked="" type="checkbox"/> SBA <input type="checkbox"/> Other: <u>DBE (DOT), WBE (DOT), SB (Micro) (California DGS)</u>		Meets/exceeds EPA certification standards? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> Unknown <input type="checkbox"/>


¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

ATTACHMENT HH

I certify under penalty of perjury that the foregoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	David Haywood
Title	Date
Senior Vice President	12/1/2022

Subcontractor Signature	Print Name
	Debra L. Burris
Title	Date
President	11/22/2022

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.



**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. A Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name Hoch Consulting		Project Name As-Needed Engineering Technical Services - Pure Water San Diego - Phase 2	
Bid / Proposal No. H2226024	Assistance Agreement ID No. (if known)	Point of Contact Adam Hoch, PE	
Address 804 Pier View Way, Suite 100, Oceanside, CA 92054			
Telephone No. (858) 431-9767		Email Address ahoch@hochconsulting.com	
Prime Contractor Name Stantec Consulting Services Inc.		Issuing/Funding Entity City of San Diego Public Utilities Department	

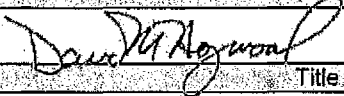
Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
TBD	Program Technical Support	6.0%
DBE Certified By: DOT <input type="checkbox"/> SBA <input type="checkbox"/> Other: <u>City of San Diego (SLBE)</u>		Meets/exceeds EPA certification standards? YES <input type="checkbox"/> NO <input type="checkbox"/> Unknown <input checked="" type="checkbox"/>

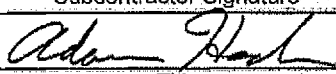
¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

ATTACHMENT HH

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	David Haywood
Title	Date
Senior Vice President	12/6/2022

Subcontractor Signature	Print Name
	Adam Hoch, PE
Title	Date
President	12/02/2022

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.



**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. A Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name Katz & Associates, Inc.		Project Name As-Needed Engineering Technical Services - Pure Water San Diego - Phase 2
Bid / Proposal No. H2226024	Assistance Agreement ID No. (if known)	Point of Contact Sara Katz
Address 591 Camino De La Reina, Suite 407, San Diego, CA 92108		
Telephone No. (858) 452-0031		Email Address skatz@katzandassociates.com
Prime Contractor Name Stantec Consulting Services Inc.		Issuing/Funding Entity City of San Diego Public Utilities Department

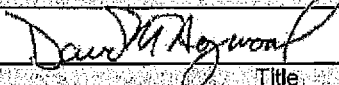
Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
TBD	Public Outreach	4.0%
DBE Certified By: DOT <input type="checkbox"/> SBA <input type="checkbox"/> Other: WBE (CPUC) _____		Meets/exceeds EPA certification standards? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> Unknown <input type="checkbox"/>

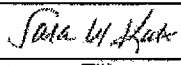
¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

ATTACHMENT HH

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	David Haywood
Title	Date
Senior Vice President	12/2/2022

Subcontractor Signature	Print Name
	Sara Katz
Title	Date
Founder/CEO	12-1-2022

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.



**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. A Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name KLM Project Insights		Project Name As-Needed Engineering Technical Services - Pure Water San Diego - Phase 2
Bid / Proposal No. H2226024	Assistance Agreement ID No. (if known)	Point of Contact Krystal Merial
Address 649 Maze Glen, Escondido, CA 92025		
Telephone No. (760) 424-9334		Email Address klmprojectinsights@gmail.com
Prime Contractor Name Stantec Consulting Services Inc.		Issuing/Funding Entity City of San Diego Public Utilities Department

Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
TBD	Program Controls	2.3%
DBE Certified By: DOT <input type="checkbox"/> SBA <input type="checkbox"/> Other: <u>WBE (CPUC), ELBE (City of San Diego),</u> SB (Micro) & SB-PW (California DGS)		Meets/exceeds EPA certification standards? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> Unknown <input type="checkbox"/>

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

ATTACHMENT HH

I certify, under penalty of perjury that the foregoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
<i>David Haywood</i>	David Haywood
Title	Date
Senior Vice President	12/1/2022

Subcontractor Signature	Print Name
<i>Krystal Merical</i>	Krystal Merical
Title	Date
Owner/Manager	12/22/2022

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20480. Do not send the completed form to this address.



**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. A Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name: La Salle Solutions, LLC		Project Name: As-Needed Engineering Technical Services - Pure Water San Diego - Phase 2	
BID / Proposal No. H2226024	Assistance Agreement ID No. (if known)	Point of Contact: Dennis La Salle	
Address: 608 F Street Ste. 128, San Diego, CA 92101			
Telephone No. (619) 501-2645		Email Address: lasalle.dall@gmail.com	
Prime Contractor Name: Stanick Consulting Services, Inc.		Issuing/Funding Entity: City of San Diego Public Utilities Department	

Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
TBD	Project Delivery	4.1%
DBE Certified By: DOT <input checked="" type="checkbox"/> SBA <input type="checkbox"/> Other: DBE (DOT), DBE (City of San Diego), SBA (HUBZone), SB (California DGS)		Meets/exceeds EPA certification standards? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> Unknown <input type="checkbox"/>

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications, as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

ATTACHMENT HH

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
<i>David M. Haywood</i>	David Haywood
Title	Date
Senior Vice President	12/1/2022

Subcontractor Signature	Print Name
<i>Dennis La Salle</i>	Dennis La Salle
Title	Date
Manager	NOVEMBER 22 2022

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.



Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. A Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name: Libby Engineers, Inc. dba Martin & Libby		Project Name: As-Needed Engineering Technical Services - Pure Water San Diego -Phase 2
Bid / Proposal No. H2226024	Assistance Agreement ID No. (if known)	Point of Contact Jean Libby
Address 4452 Glacier Avenue, San Diego, CA 92120		
Telephone No. (619) 280-9307	Email Address jlibby@martinlibby.com	
Prime Contractor Name Stantec Consulting Services, Inc.	Issuing/Funding Entity City of San Diego Public Utilities Department	

Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
TBD	Structural Engineering	0.5%
DBE Certified By: DOT <input checked="" type="checkbox"/> SBA <input type="checkbox"/> Other: DBE (DOT), WBE (CPUC), ELBE (City of San Diego)		Meets/exceeds EPA certification standards? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> Unknown <input type="checkbox"/>

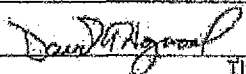
SB(Micro) (California DGS)


¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

ATTACHMENT HH

I certify under penalty of perjury that the foregoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 83 Section 33.302 (c).

Prime Contractor Signature	Print Name
	David Haywood
Title	Date
Senior Vice President	12/1/2022

Subcontractor Signature	Print Name
	Jean Libby
Title	Date
President	11/20/22

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.



**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. A Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name MBN Group Architects		Project Name As-Needed Engineering Technical Services - Pure Water San Diego - Phase 2	
Bid / Proposal No. H2226024	Assistance Agreement ID No. (if known)	Point of Contact Minh Nguyen	
Address 5755 Oberlin Drive, Suite 110, San Diego, CA 92121			
Telephone No. (858) 678-0150		Email Address mnguyen@mbngroup.net	
Prime Contractor Name Stantec Consulting Services Inc.		Issuing/Funding Entity City of San Diego Public Utilities Department	

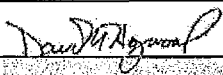
Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
TBD	Architectural	0.4%
DBE Certified By: DOT <input type="checkbox"/> SBA <input type="checkbox"/> Other: <u>ELBE (City of San Diego)</u>		Meets/exceeds EPA certification standards? YES <input type="checkbox"/> NO <input type="checkbox"/> Unknown <input checked="" type="checkbox"/>

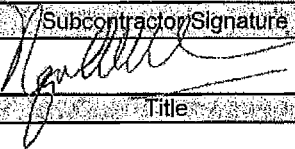
¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

ATTACHMENT HH

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	David Haywood
Title	Date
Senior Vice President	12/1/2022

Subcontractor Signature	Print Name
	Minh Nguyen
Title	Date
President	11/22/22

U.S. Environmental Protection Agency
 Office of Public Participation
 1200 Pennsylvania Ave., NW
 Washington, DC 20460
 (202) 566-0200

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.



**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. A Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name Means Consulting LLC		Project Name As-Needed Engineering Technical Services - Pure Water San Diego - Phase 2	
Bid / Proposal No. H2226024	Assistance Agreement ID No: (if known)	Point of Contact Edward Means	
Address 2100 Serrano Avenue, Newport Beach, CA 92661			
Telephone No. (949) 439-9120		Email Address edmeans@icloud.com	
Prime Contractor Name Stantec Consulting Services Inc.		Issuing/Funding Entity City of San Diego Public Utilities Department	

Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
TBD	Specialized Program Delivery Support, Mediation/Facilitation	0.1%
DBE Certified By: DOT <input type="checkbox"/> SBA <input checked="" type="checkbox"/> Other: <u>SBE (Metropolitan Water District of Southern California)</u>		Meets/exceeds EPA certification standards? YES <input type="checkbox"/> NO <input type="checkbox"/> Unknown <input checked="" type="checkbox"/>

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature <i>David M. Haywood</i>	Print Name David Haywood
Title Senior Vice President	Date 12/1/2022

Subcontractor Signature <i>Edward S. Means</i>	Print Name Edward Means
Title President	Date 11/22/22

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.



**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. A Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

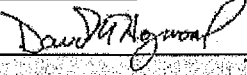
Subcontractor Name Michael R. Welch, Ph.D., P.E.		Project Name As-Needed Engineering Technical Services - Pure Water San Diego - Phase 2
Bid / Proposal No. H2226024	Assistance Agreement ID No. (if known)	Point of Contact Michael R. Welch, Ph.D., P.E.
Address 2735 San Clemente Terrace, San Diego, CA 92122		
Telephone No. (858) 625-0167		Email Address mwelch1@san.rr.com
Prime Contractor Name Stantec Consulting Services Inc.		Issuing/Funding Entity City of San Diego Public Utilities Department

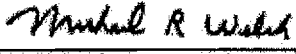
Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
TBD	Regulatory/Permitting	0.4%
DBE Certified By: DOT <input type="checkbox"/> SBA <input type="checkbox"/> Other: <u>ELBE (City of San Diego)</u>		Meets/exceeds EPA certification standards? YES <input type="checkbox"/> NO <input type="checkbox"/> Unknown <input checked="" type="checkbox"/>

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	David Haywood
Title	Date
Senior Vice President	12/1/2022

Subcontractor Signature	Print Name
	Michael R. Welch
Title	Date
Consulting Engineer	November 22, 2022

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.



**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. A Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name Ninyo & Moore		Project Name As-Needed Engineering Technical Services - Pure Water San Diego - Phase 2
Bid / Proposal No. H2226024	Assistance Agreement ID No. (if known)	Point of Contact Gregory Farrand
Address 65710 Ruffin Road, San Diego, CA 92123		
Telephone No. (619) 208-6355		Email Address gfarrand@ninyoandmoore.com
Prime Contractor Name Stantec Consulting Services Inc.		Issuing/Funding Entity City of San Diego Public Utilities Department


Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
TBD	Geotechnical/Environmental	0.3%
DBE Certified By: DOT <input type="checkbox"/> SBA <input type="checkbox"/> Other: <u>MBE (CPUC), MBE (City of Los Angeles)</u>		Meets/exceeds EPA certification standards? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> Unknown <input type="checkbox"/>

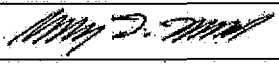
¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

ATTACHMENT HH

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	David Haywood
Title	Date
Senior Vice President	12/2/2022

Subcontractor Signature	Print Name
	Gregory Farrand
Title	Date
Principal Geologist	12/1/2022

U.S. Environmental Protection Agency
 Collection Strategies Division
 1200 Pennsylvania Ave., NW
 Washington, D.C. 20460

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.



**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. A Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name Okapi Environmental Inc. dba Pangea Biological		Project Name As-Needed Engineering Technical Services - Pure Water San Diego - Phase 2
Bid / Proposal No. H2226024	Assistance Agreement ID No. (if known)	Point of Contact Amy Rowland
Address 6790 Embarcadero Lane, Ste. 100, Carlsbad, CA 92011		
Telephone No. (760) 468-7065		Email Address amy@pangeabiological.com
Prime Contractor Name Stantec Consulting Services Inc.		Issuing/Funding Entity City of San Diego Public Utilities Department


Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
TBD	Biological/Environmental	0.05%
DBE Certified By: DOT <input type="checkbox"/> SBA <input checked="" type="checkbox"/> Other: <u>WBE (CPUC), WOSB (US SBA),</u> SB (Micro) (California DGS)		Meets/exceeds EPA certification standards? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> Unknown <input type="checkbox"/>

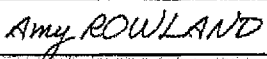
¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

ATTACHMENT HH

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	David Haywood
Title	Date
Senior Vice President	12/6/2022

Subcontractor Signature	Print Name
	Amy Rowland
Title	Date
CEO and President	12/05/2022

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.



Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. A Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name Prince Consulting		Project Name As-Needed Engineering Technical Services - Pure Water San Diego - Phase 2
Bid / Proposal No. H2226024	Assistance Agreement ID No. (if known)	Point of Contact Jessica Prince
Address 4998 Corte Playa Palmera, San Diego, CA 92124		
Telephone No. (619) 917-6307		Email Address Jessica@PrinceCivil.com
Prime Contractor Name Stantec Consulting Services Inc.		Issuing/Funding Entity City of San Diego Public Utilities Department

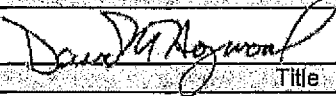
Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
TBD	Engineering/CADD	0.2%
DBE Certified By: DOT <input type="checkbox"/> SBA <input type="checkbox"/> Other: <u>WBE (CPUC), ELBE (City of San Diego)</u>		Meets/exceeds EPA certification standards? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> Unknown <input type="checkbox"/>

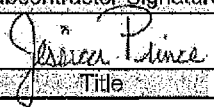
¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

ATTACHMENT HH

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	David Haywood
Title	Date
Senior Vice President	12/6/2022

Subcontractor Signature	Print Name
	Jessica Prince
Title	Date
President	12/5/22

U.S. ENVIRONMENTAL PROTECTION AGENCY
 COLLECTION STRATEGIES DIVISION
 1200 PENNSYLVANIA AVE., NW
 WASHINGTON, D.C. 20460

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.



Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. A Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name Ronald E. Lacey dba Lacey Consulting		Project Name: As-Needed Engineering Technical Services - Pure Water San Diego - Phase 2	
Bid / Proposal No. H2226024	Assistance Agreement ID No. (if known):	Point of Contact Ronald E. Lacey	
Address PO Box 120097, San Diego, CA 92122			
Telephone No. (619) 301-3573		Email Address rlaceyconsult@yahoo.com	
Prime Contractor Name Stanlec Consulting Services Inc.		Issuing/Funding Entity City of San Diego Public Utilities Department	

Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
THD	Outreach	0.2%
DBE Certified By: DOT <input type="checkbox"/> SBA <input type="checkbox"/> Other: ELBE (City of San Diego)		Meets/exceeds EPA certification standards? YES <input type="checkbox"/> NO <input type="checkbox"/> Unknown <input checked="" type="checkbox"/>

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

ATTACHMENT III

I certify under penalty of perjury that the foregoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature <i>David M. Hayward</i>	Print Name David Hayward
Title Senior Vice President	Date 12/2/2022

Subcontractor Signature <i>Ronald E. Lacey</i>	Print Name Ronald E. Lacey
Title Owner	Date

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.



**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. A Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name San Dieguito Engineering, Inc.		Project Name As-Needed Engineering Technical Services - Pure Water San Diego - Phase 2
Bid / Proposal No. H2226024	Assistance Agreement ID No. (if known)	Point of Contact Annie Aguilar, PE
Address 1911 Palomar Oaks Way, Suite 200, Carlsbad, CA 92008		
Telephone No. (858) 345-1160		Email Address aaguilar@sdeinc.com
Prime Contractor Name Stantec Consulting Services Inc.		Issuing/Funding Entity City of San Diego Public Utilities Department

Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
TBD	Survey	0.2%
DBE Certified By: DOT <input checked="" type="checkbox"/> SBA <input type="checkbox"/> Other: <u>DBE (DOT), MBE (CPUC), WBE (CPUC)</u>		Meets/exceeds EPA certification standards? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> Unknown <input type="checkbox"/>


SB (Micro) (California DGS), SLBE (City of San Diego)


¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

ATTACHMENT HH

I certify under penalty of perjury that the foregoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (e).

Prime Contractor Signature	Print Name
	David Haywood
Title	Date
Senior Vice President	12/6/2022

Subcontractor Signature	Print Name
	Annie Aguilar, PE
Title	Date
President	12-2-2022

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.



**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. A Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name STC Traffic, Inc.		Project Name As-Needed Engineering Technical Services - Pure Water San Diego - Phase 2
Bid / Proposal No. H2226024	Assistance Agreement ID No. (if known)	Point of Contact Jason Stack
Address 5973 Avenida Encinas, Suite #218, Carlsbad, CA 92008		
Telephone No. (714) 315-4640		Email Address Jason.stack@stctrffic.com
Prime Contractor Name Stantec Consulting Services Inc.		Issuing/Funding Entity City of San Diego Public Utilities Department

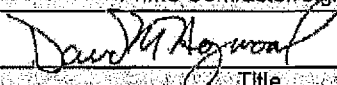
Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
TBD	Traffic Studies	0.1%
DBE Certified By: DOT <input type="checkbox"/> SBA <input type="checkbox"/> Other: <u>SLBE (City of San Diego), SB(Micro) (California DGS)</u>		Meets/exceeds EPA certification standards? YES <input type="checkbox"/> NO <input type="checkbox"/> Unknown <input checked="" type="checkbox"/>


¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

ATTACHMENT HH

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	David Haywood
Title	Date
Senior Vice President	12/6/2022

Subcontractor Signature	Print Name
	Jason Stack
Title	Date
President	12/05/2022

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.



**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. A Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name Studio West Landscape Architecture & Planning		Project Name As-Needed Engineering Technical Services - Pure Water San Diego - Phase 2
Bid / Proposal No. H2226024	Assistance Agreement ID No. (if known)	Point of Contact Michelle Landis
Address 7185 Navajo Rd., Suite A, San Diego, CA 92119		
Telephone No. (858) 598-5085		Email Address mlandis@studiowest-land.com
Prime Contractor Name Stantec Consulting Services Inc.		Issuing/Funding Entity City of San Diego Public Utilities Department

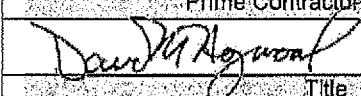
Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
TBD	Landscape Architecture	0.2%
DBE Certified By: DOT <input type="checkbox"/> SBA <input type="checkbox"/> Other: <u>WBE (CPUC), ELBE (City of San Diego)</u>		Meets/exceeds EPA certification standards? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> Unknown <input type="checkbox"/>


¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

ATTACHMENT HH

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	David Haywood
Title	Date
Senior Vice President	12/1/2022

Subcontractor Signature	Print Name
	Michelle M. Landis
Title	Date
President	November 22, 2022

U.S. ENVIRONMENTAL PROTECTION AGENCY
 COLLECTION STRATEGIES DIVISION
 1200 PENNSYLVANIA AVE., NW
 WASHINGTON, D.C. 20460

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.



**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. A Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name Telesis Surveying and Civil Engineering Corporation (TSAC)		Project Name As-Needed Engineering Technical Services - Pure Water San Diego - Phase 2
Bid / Proposal No. H2226024	Assistance Agreement ID No. (if known)	Point of Contact Steve McPartland
Address 12121 Scripps Summit Drive, San Diego, CA 92131		
Telephone No. (619) 332-0712		Email Address smcpartland@tsacengineering.com
Prime Contractor Name Stantec Consulting Services Inc.		Issuing/Funding Entity City of San Diego Public Utilities Department

Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
TBD	Computer-Aided Design and Drafting	0.5%
DBE Certified By: DOT <input type="checkbox"/> SBA <input type="checkbox"/> Other: <u>WBE (CPUC), SB (California DGS)</u>		Meets/exceeds EPA certification standards? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> Unknown <input type="checkbox"/>

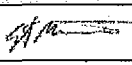
¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

ATTACHMENT HH

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
David Haywood <small>Digitally signed by David Haywood Date: 2022.12.01 08:30:35 -07'00'</small>	David Haywood
Title	Date
Senior Vice President	

Subcontractor Signature	Print Name
 <small>Digitally signed by Steve McPartland DN: cn=Steve McPartland, o=U.S. Environmental Protection Agency, ou=U.S. Environmental Protection Agency, email=Steve.McPartland@epa.gov, c=US</small>	Steve McPartland
Title	Date
Senior Vice President	11/22/2022

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.



**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. A Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name Trussell Technologies, Inc.		Project Name As-Needed Engineering Technical Services - Pure Water San Diego - Phase 2	
Bid / Proposal No. H2226024	Assistance Agreement ID No. (if known)	Point of Contact Shane Trussell	
Address 380 Stevens Ave, Suite 212, Solana Beach, CA 92075			
Telephone No. (858) 314-4134		Email Address shanet@trusselltech.com	
Prime Contractor Name Stantec Consulting Services Inc.		Issuing/Funding Entity City of San Diego Public Utilities Department	

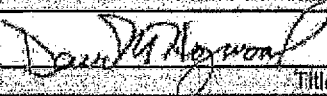
Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
TBD	Regulatory/Permitting	11.5%
DBE Certified By: DOT <input type="checkbox"/> SBA <input type="checkbox"/> Other: <u>SB (California DGS)</u>		Meets/exceeds EPA certification standards? YES <input type="checkbox"/> NO <input type="checkbox"/> Unknown <input checked="" type="checkbox"/>


¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

ATTACHMENT HH

I certify under penalty of perjury that the foregoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	David Haywood
Title	Date
Senior Vice President	12/6/2022

Subcontractor Signature	Print Name
	Shane Trussell
Title	Date
President	12/2/2022

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.



**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. A Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name: Vic Salazar Enterprises, LLC dba Vic Salazar Communications		Project Name: As-Needed Engineering Technical Services - Pure Water San Diego - Phase 2.	
Bid / Proposal No. H2226024	Assistance Agreement ID No. (if known)	Point of Contact: Vic Salazar	
Address: 5205 Kearny Villa Way #107, San Diego, CA 92123			
Telephone No. (619) 517-4744		Email Address: vic@vicsalazar.com	
Prime Contractor Name: Stantec Consulting Services Inc.		Issuing/Funding Entity: City of San Diego Public Utilities Department	

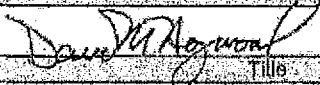
Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
TBD	Outreach	0.2%
DBE Certified By: DOT <input checked="" type="checkbox"/> SBA <input type="checkbox"/> Other: DBE (DOT), MBE (GPUJ), ELBE (City of San Diego)		Meets/exceeds EPA certification standards? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> Unknown <input type="checkbox"/>

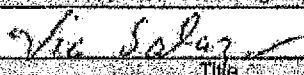
¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2025 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

ATTACHMENT III

I certify under penalty of perjury that the foregoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	David Haywood
Title	Date
Senior Vice President	12/2/2022

Subcontractor Signature	Print Name
	Vic Salazar
Title	Date
Owner	12/1/22

U.S. ENVIRONMENTAL PROTECTION AGENCY
 COLLECTION STRATEGIES DIVISION
 1200 PENNSYLVANIA AVE., NW
 WASHINGTON, DC 20460

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.



**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. A Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name Water Quality Solutions		Project Name As-Needed Engineering Technical Services - Pure Water San Diego - Phase 2	
Bid / Proposal No. H2226024	Assistance Agreement ID No. (if known)	Point of Contact Imad Hannoun	
Address 1726 Three Springs Road, McGaheysville, VA 22840			
Telephone No. (540) 421-2102		Email Address ihannoun@wqsinc.com	
Prime Contractor Name Stantec Consulting Services Inc.		Issuing/Funding Entity City of San Diego Public Utilities Department	

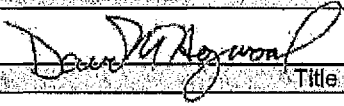
Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
TBD	Reservoir Water Quality Monitoring	1.0%
DBE Certified By: DOT <input type="checkbox"/> SBA <input type="checkbox"/> Other: <u>SBE (Metropolitan Water District of Southern California)</u>		Meets/exceeds EPA certification standards? YES <input type="checkbox"/> NO <input type="checkbox"/> Unknown <input checked="" type="checkbox"/>


¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

ATTACHMENT HH

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	David Haywood
Title	Date
Senior Vice President	12/1/2022

Subcontractor Signature	Print Name
	Imad Hannoun
Title	Date
Principal Consultant	November 22, 2022

U.S. Environmental Protection Agency
 Collection Strategies Division
 1200 Pennsylvania Ave., NW
 Washington, D.C. 20460

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.



**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. A Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name West Coast Civil, Inc.		Project Name As-Needed Engineering Technical Services - Pure Water San Diego - Phase 2
Bid / Proposal No. H2226024	Assistance Agreement ID No. (if known)	Point of Contact Sean McCarty
Address 9740 Appaloosa Road, Suite 200, San Diego, CA 92131		
Telephone No. 858.869.1332	Email Address Sean@westcoastcivil.com	
Prime Contractor Name Stantec Consulting Services Inc.	Issuing/Funding Entity City of San Diego Public Utilities Department	

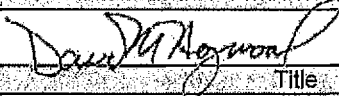
Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
TBD	Project Delivery	6.3%
DBE Certified By: DOT <input checked="" type="checkbox"/> SBA <input type="checkbox"/> Other: <u>DBE (DOT), MBE (CPUC), SB (Micro) (California DGS)</u>		Meets/exceeds EPA certification standards? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> Unknown <input type="checkbox"/>

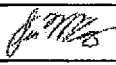
¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

ATTACHMENT HH

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	David Haywood
Title	Date
Senior Vice President	12/6/2022

Subcontractor Signature	Print Name
	Sean McCarty
Title	Date
Principal Engineer, Chief Financial Officer	12/2/2022

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.



Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. A Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name Yen C. Tu Consulting		Project Name: As-Needed Engineering Technical Services - Pure Water San Diego - Phase 2	
Bid / Proposal No. H2226024	Assistance Agreement ID No. (if known)	Point of Contact Yen Tu	
Address 11074 Roxboro Road, San Diego, CA 92131			
Telephone No. (619) 417-5993		Email Address Yentu2@gmail.com	
Prime Contractor Name Stantec Consulting Services Inc.		Issuing/Funding Entity City of San Diego Public Utilities Department	

Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
TED	Outreach	0.2%
DBE Certified By: DOT <input checked="" type="checkbox"/> SBA <input type="checkbox"/> Other: DBE (DOT), MBE (DOT), WBE (DOT)		Meets/exceeds EPA certification standards? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> Unknown <input type="checkbox"/>

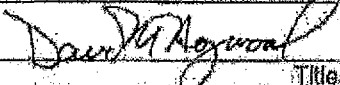
ELBE (City of San Diego)

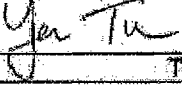
¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

ATTACHMENT HH

I certify under penalty of perjury that the foregoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33, Section 33.302 (c).

Prime Contractor Signature	Print Name
	David Haywood
Title	Date
Senior Vice President	12/6/2022

Subcontractor Signature	Print Name
	Yen Tu
Title	Date
President	12/2/2022

U.S. Environmental Protection Agency
 Office of Public Participation
 1200 Pennsylvania Ave., NW
 Washington, DC 20460

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including (through the use of automated collection techniques) to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.



**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form**

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE¹ subcontractor's² and the estimated dollar amount of each subcontract. A Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name Stantec Consulting Services Inc.		Project Name As-Needed Engineering Technical Services - Pure Water San Diego - Phase 2	
Bid / Proposal No. H2226024	Assistance Agreement ID No. (if known)	Point of Contact David Haywood	
Address 9797 Aero Drive, Suite 310, San Diego, CA 92123			
Telephone No. (786) 313-5519		Email Address david.haywood@stantec.com	
Issuing/Funding Entity City of San Diego Public Utilities Department			

I have identified potential DBE certified subcontractors. YES NO
If yes, please complete the table below. If no, please explain:

Subcontractor Name/ Company Name	Company Address / Phone / Email	Estimated Dollar Amount	Currently DBE Certified?
aark engineering inc.	1870 Cordell Court, Suite 202, El Cajon, CA 92020 (619) 312-6336 vanbibber@aarkengineering.com	0.5%	SLBE (City of San Diego), SB(Micro) (California DGS)
AirX Utility Surveyors, Inc.	785 E. Mission Rd, Ste 100, San Marcos, CA 92069 (760) 480-2347 estimating@airxus.com	0.1%	WBE (CPUC), WOSB (US SBA), SB & SB-PW (California DGS)
Allied Geotechnical Engineers	9500 Cuyamaca Street, Suite 102, Santee, CA 92071 (619) 449-5900 s_sutanto@alliedgeo.com	0.2%	DBE (DOT), MBE (CPUC), SLBE (City of San Diego), SBE (Los Angeles County Metro), SB (Micro) (California DGS)

--Continue on back if needed--

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form**

ATTACHMENT II

Subcontractor Name/ Company Name	Company Address / Phone / Email	Estimated Dollar Amount	Currently DBE Certified?
CityWorks People + Places, Inc.	1526 India Street, Suite E, San Diego, CA 92101 (619) 238-9091 ext. 109 Laura.warner@cityworks.biz	2.2%	DBE (DOT), WBE (CPUC), ELBE (City of San Diego)
Clark Land Resources, Inc.	9150 Chesapeake Dr., Ste 190, San Diego, CA 92123 (760) 468-3464 sue.cope@clarklandresources.com	0.1%	WBE (CPUC), SBE (Metropolitan Water District of Southern California), SB (California DGS)
Cook & Schmid LLC	626 Savoy Street, San Diego, CA 92106 (619) 200-7257 jschmid@cookandschmid.com	0.6%	DBE (DOT), MBE (CPUC), SLBE (City of San Diego), SB (Micro) & SB-PW (California DGS), MBE (Pacific Southwest Minority Supplier Development Council)
DDB Engineering, Inc.	1 Cavalier, Laguna Niguel, CA 92677 (949) 400-8575 dburris@ddb.com	0.5%	DBE (DOT), WBE (DOT), SB (Micro) (California DGS)
Hoch Consulting	804 Pier View Way, Suite 100 Oceanside, CA 92054 (858) 431-9767 ahoch@hochconsulting.com	6.0%	SLBE (City of San Diego)
Katz & Associates, Inc.	597 Camino De La Reina, Suite 407, San Diego, CA 92708 (858) 452-0031 skatz@katzandassociates.com	4.0%	WBE (CPUC)
KLM Project Insights	649 Maze Glen, Escondido, CA 92025 (760) 424-9334 klmprojectinsights@gmail.com	2.3%	WBE (CPUC), ELBE (City of San Diego), SB (Micro) & SB-PW (California DGS)
La Salle Solutions, LLC	900 F Street Ste. 128, San Diego, CA 92101 (619) 501-2645 Lasalle.calif@gmail.com	4.1%	DBE (DOT), ELBE (City of San Diego), SBA (HUBZone), SB (California DGS)
Libby Engineers, Inc. dba Martin & Libby	4452 Glacier Avenue, San Diego, CA 92120 (619) 280-9307 jlibby@martinandlibby.com	0.5%	DBE (DOT), WBE (CPUC), ELBE (City of San Diego), SB(Micro) (California DGS)
MBN Group, Inc.	5755 Oberlin Drive, Suite 110, San Diego, CA 92121 (858) 678-0150 mnguyen@mbngroup.net	0.4%	ELBE (City of San Diego)
Means Consulting LLC	2100 Serrano Avenue, Newport Beach, CA 92661 (949) 439-9120 edmeans@icloud.com	0.1%	SBE (Metropolitan Water District of Southern California)

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form**

ATTACHMENT II

Michael R. Welch, Ph.D., P.E.	2735 San Clemente Terrace, San Diego, CA 92122 (858) 625-0167 mwelch1@san.rr.com	0.4%	ELBE (City of San Diego)
Ninyo & Moore Geotechnical & Environmental Sciences Consultants	5710 Ruffin Road, San Diego, CA 92123 (619) 208-6355 gfarrand@ninyoandmoore.com	0.3%	MBE (CPUC), MBE (City of Los Angeles)
Okapi Environmental Inc. dba Pangea Biological	6790 Embarcadero Lane, Ste. 100, Carlsbad, CA 92011 (760) 468-7065 amy@pangeabiological.com	0.05%	WBE (CPUC), WOSB (US SBA), SB (Micro) (California DGS)
Prince Consulting	4998 Corte Playa Palmera, San Diego, CA 92124 (619) 917-6307 Jessica@PrinceCivil.com	0.2%	WBE (CPUC), ELBE (City of San Diego)
Ronald E. Lacey dba Lacey Consulting	PO Box 120097, San Diego, CA 92122 (619) 301-3573 rlaceyconsult@yahoo.com	0.2%	ELBE (City of San Diego)
San Dieguito Engineering, Inc.	1911 Palomar Oaks Way, Suite 200, Carlsbad, CA 92008 (858) 345-1160 aaguilar@sdeinc.com	0.2%	DBE (DOT), MBE (CPUC), WBE (CPUC), SB (Micro) (California DGS), SLBE (City of San Diego)
STC Traffic, Inc.	5973 Avenida Encinas, Suite #218 Carlsbad, CA 92008 (714) 315-4640 Jason.stack@stctraffic.com	0.1%	SLBE (City of San Diego), SB(Micro) (California DGS)
Studio West Landscape Architecture & Planning	7185 Navajo Rd., Suite A, San Diego, CA 92119 (858) 598-5085 mlandis@studiowest-land.com	0.2%	WBE (CPUC), ELBE (City of San Diego)
Telesis Surveying and Civil Engineering Corporation (TSAC Engineering)	12121 Scripps Summit Drive, San Diego, CA 92131 (619) 322-0712 smcpartland@tsacengineering.com	0.5%	WBE (CPUC), SB (California DGS)
Trussell Technologies, Inc.	380 Stevens Ave, Suite 212, Solana Beach, CA 92075 (858) 314-4134 shanet@trusselltech.com	11.5%	SB (California DGS)
Vic Salazar Enterprises, LLC dba Vic Salazar Communications	5205 Kearny Villa Way #107, San Diego, CA 92123 (619) 517-4744 vic@vicsalazar.com	0.2%	DBE (DOT), MBE (CPUC), ELBE (City of San Diego)
Water Quality Solutions	1726 Three Springs Road, McGaheysville, VA 22840 (540) 421-2102 ihannoun@wqsinc.com	1.0%	SBE (Metropolitan Water District of Southern California)

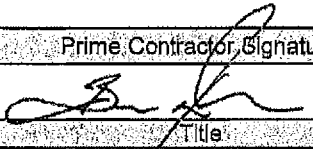
**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form**

ATTACHMENT II

West Coast Civil, Inc.	9740 Appaloosa Road, Suite 200, San Diego, CA 92131 (858) 869-1332 sean@westcoastcivil.com	6.3%	DBE (DOT), MBE (CPUC), SB (Micro) (California DGS)
Yen C. Tu Consulting	11074 Roxboro Road, San Diego, CA 92131 (619) 417-5993 Yentu2@gmail.com	0.2%	DBE (DOT), MBE (DOT), WBE (DOT), ELBE (City of San Diego)

ATTACHMENT II

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	Brian Norris
Title	Date
Senior Vice President	12/22/2023

U.S. Environmental Protection Agency
 Collection Strategies Division
 1200 Pennsylvania Ave., NW
 Washington, D.C. 20460

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.



**STATE WATER RESOURCES CONTROL BOARD – DIVISION OF FINANCIAL ASSISTANCE
DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION
CALIFORNIA STATE REVOLVING FUNDS (CASRF)
FORM UR-334**

1. Grant/Finance Agreement Number:		2. Annual Reporting Period 10/1/____ through 09/30/____		3. Purchase Period of Financing Agreement:	
4. Total Payments Paid to Prime Contractor or Sub-Contractors During Current Reporting Period: \$					
5. <u>Recipient's Name and Address:</u>			6. <u>Recipient's Contact Person and Phone Number:</u>		
7. List All DBE Payments Paid by Recipient or Prime Contractor During Current Reporting Period:					
Payment or Purchase Paid by Recipient or Prime Contractor	Amount Paid to Any DBE Contractor or Sub-Contractor For Service Provided to Recipient		Date of Payment (MM/DD/YY)	Procurement Type Code** (see below)	Name and Address of DBE Contractor of Sub-Contractor or Vendor
	MBE	WBE			
8. Initial here if no DBE contractors or sub-contractors paid during current reporting period:					
9. Initial here if all procurements for this contract are completed:					
10. Comments:					
11. Signature and Title of Recipient's Authorized Representative			12. Date		

Email Form UR-334 to:

DrinkingWaterSRF@waterboards.ca.gov OR CleanWaterSRF@waterboards.ca.gov

Questions may be directed to:

Barbara August, SWRCB
Barbara.August@waterboards.ca.gov
 Phone: (916) 341-6952
 Fax: (916) 327-7469

****Procurement Type:**

1. Construction
2. Supplies
3. Services (includes business services; professional services; repair services and personnel services)
4. Equipment

STATE WATER RESOURCES CONTROL BOARD - DIVISION OF FINANCIAL ASSISTANCE
DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION
CALIFORNIA STATE REVOLVING FUNDS

INSTRUCTIONS FOR COMPLETING FORM UR-334

- Box 1** Grant or Financing Agreement Number.
- Box 2** Annual reporting period.
- Box 3** Enter the dates between which you made procurements under this financing agreement or grant.
- Box 4** Enter the total amount of payments paid to the contractor or sub-contractors during this reporting period.
- Box 5** Enter Recipient's Name and Address.
- Box 6** Enter Recipient's Contact Name and Phone Number.
- Box 7** Enter details for the DBE purchases only and be sure to limit them to the current period.
1) Use either an "R" or a "C" to represent "Recipient" or "Contractor."
2) Enter a dollar total for DBE and total the two columns at the bottom of the section.
3) Provide the payment date.
4) Enter a product type choice from those at the bottom of the page.
5) List the vendor name and address in the right-hand column
- Box 8** Initial here if no DBE contractors or sub-contractors were paid during this reporting period.
- Box 9** Initial this box only if all purchases under this financing agreement or grant have been completed during this reporting period or a previous period. If you initial this box, we will no longer send you a survey.
- Box 10** This box is for explanatory information or questions.
- Box 11** Provide an authorized representative signature.
- Box 12** Enter the date form completed.

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

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

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

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

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

www.sandiego.gov/city-clerk/elections/eid/codes.shtml

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

DISCLOSURE DETERMINATION FOR CONSULTANT

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

1. Department / Board / Commission / Agency Name: Public Utilities Department
2. Name of Specific Consultant & Company: Stantec Consulting Services, Inc.
3. Address, City, State, ZIP: 9797 Aero Drive, Ste 310
San Diego, CA 92123
4. Project Title (as shown on 1472, "Request for Council Action") AS-NEEDED ENGINEERING TECHNICAL SERVICES - PURE WATER SAN DIEGO - PHASE 2
5. Consultant Duties for Project: To provide professional services to the City for Engineering Technical Services on an as-needed basis for the Pure Water San Diego Phase 2 Program

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: Andrea Demich
[Name/Title]*Andrea Demich, Assistant Deputy Director

12/28/2023
[Date]

EXHIBIT E

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

DEFINITION OF "CONSULTANT"

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

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

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

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

1/28/2006

CITY OF SAN DIEGO CONSULTANT PERFORMANCE EVALUATION

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

Section I PROJECT INFORMATION

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

Section II SPECIFIC RATINGS

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

Section II

SPECIFIC RATINGS Continued

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

Section III

SUPPLEMENTAL INFORMATION

(Please ensure to attach additional documentation as needed.)

(Supporting documentation attached: Yes No)

Section IV

FINAL RATING

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

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

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

A. BID/PROPOSER/SOLICITATION TITLE:

H2226024 | Stantec Consulting Services Inc. | As-Needed Engineering Technical Services – Pure Water San Diego – Phase 2

B. BIDDER PROPOSER INFORMATION

Stantec Consulting Services Inc.

Legal Name		DBA	
9797 Aero Drive, Suite 310	San Diego	CA	92123-1898
Street Address	City	State	Zip
David Haywood, Senior Vice President	(786) 313-5519	N/A	
Contact Person, Title	Phone	Fax	

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

* The precise nature of the interest includes:

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

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

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

David Haywood	Former Senior Vice President
Name Coral Gables, Florida	Title/Position
City and State of Residence 0%	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Doug Owen	Program Manager
Name Carlsbad, California	Title/Position
City and State of Residence 0%	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Ben Kuhnel	Deputy Program Manager
Name Carlsbad, California	Title/Position
City and State of Residence 0%	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Gavin Gilchrist	Vice President
Name Wheat Ridge, Colorado	Title/Position
City and State of Residence 0%	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Jaime Brown	Program Delivery and Business Development Lead
Name Louisville, Colorado	Title/Position
City and State of Residence 0%	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Brian Norris	Senior Vice President
Name Las Vegas, Nevada	Title/Position
City and State of Residence 0%	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Use Attachment "A" if additional pages are necessary.

C. OWNERSHIP AND NAME CHANGES:

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

Yes No

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

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

Yes No

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

D. BUSINESS ORGANIZATION/STRUCTURE:

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

Corporation

Date incorporated: 08/27/1929 State of incorporation: New York

List corporation's current officers:

President: See Attachment A

Vice Pres.: _____

Secretary: _____

Treasurer: _____

Is your firm a publicly traded corporation? Yes No

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

Limited Liability Company

Date formed: _____ State of formation: _____

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

Partnership

Date formed: _____ State of formation: _____

List names of all firm partners:

Sole Proprietorship Date started: _____

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

Joint Venture Date formed: _____

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

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

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Name of Bank: Canadian Imperial Bank of Commerce (CIBC)

Point of Contact: Sheryl Donaldson

Address: 5650 Yonge Street, 14th Floor, Toronto, ON M2M 4G3

Phone Number: (844) 261-8249

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

F. PERFORMANCE HISTORY:

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

7. Performance References:

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

Company Name: City of San Diego Public Utilities Department

Contact Name and Phone Number: Amy Dorman (858) 614-5504

Contact Email: adorman@sandiego.gov

Address: 9192 Topaz Way, San Diego, CA 92123

Contract Date: 2015 - Ongoing [2025]

Contract Amount: \$94.1 million

Requirements of Contract: Program Management Services for Water Reuse Program

Company Name: WWSS Partners (Tualatin Valley Water District, City of Hillsboro, and City of Beaverton)

Contact Name and Phone Number: David Kraska (503) 941-4561

Contact Email: David.kraska@tvwd.org

Address: 1850 SW 170th Avenue, Beaverton, OR 97003

Contract Date: 2015 - Ongoing [2026]

Contract Amount: \$140.5 million (Forecast, no actual NTE in contract)

Requirements of Contract: Program Management Services for Water Supply Program

Company Name: City of San Jose Environmental Services Department

Contact Name and Phone Number: Napp Fukuda (408) 793-5353

Contact Email: napp.fukuda@sanjoseca.gov

Address: 200 East Santa Clara Street, 10th floor, San Jose, CA 95113

Contract Date: 2013 - Ongoing

Contract Amount: \$78 million

Requirements of Contract: Program Management Services for Wastewater Facility Capital Improvement Program

G. COMPLIANCE:

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

Yes No

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

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

Yes No

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

H. BUSINESS INTEGRITY:

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

Yes No

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

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

Yes No

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

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

Yes No

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

I. WAGE COMPLIANCE:

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

Yes No

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

J. STATEMENT OF SUBCONTRACTORS:

Please provide the names and information for all subcontractors used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment "A" if additional pages are necessary. If no subcontractors will be used, please check here Not Applicable.

Company Name: Brown & Caldwell

Contact Name and Phone Number: Victor Occlano, (858) 571-6715

Contact Email: VOcclano@brwncald.com

Address: 451 A Street, Suite 1500, San Diego, CA 92101

Contract Date: Anticipated July 2023

Contract Dollar Amount: TBD

Requirements of Contract: Planning, Engineering & Design Support, Program Management Support

What portion of work will be assigned to this subcontractor: 26.06 %

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

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

K. STATEMENT OF AVAILABLE EQUIPMENT:

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

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

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

Pledge of Compliance Initial submission.

OR

Update to prior Pledge of Compliance dated 12/07/2022

Complete all questions and sign below.

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

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

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

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

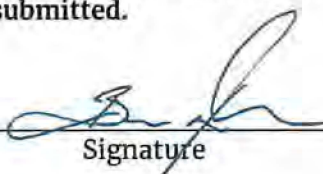
(c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).

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

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

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

Brian Norris, Senior Vice President
Name and Title


Signature

12/22/2023
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.

D. Business Organization/Structure - List of corporation's current officers	
President	Gordon A. Johnston
Chief Operating Officer - North America & Executive Vice President	Stuart E. Lerner
Chief Operating Officer - Global & Executive Vice President	Catherine Schefer
Chief Growth & Innovation Officer & Executive Vice President	John Take
Chief People & Inclusion Officer & Executive Vice President	Asifa Samji
Chief Practice and Project Officer & Executive Vice President	Steve Fleck
Executive Vice President	Leonard Castro
Executive Vice President	Marshall W. Davert Jr.
Executive Vice President	Mario Finis
Executive Vice President	Michael A. Kennedy
Executive Vice President	Bjorn Morisbak
Executive Vice President	Susan Reilsbord
Executive Vice President	Ryan Roberts
Executive Vice President	Susan Walter
Senior Vice President & CEO - Engineering	Brian Larson
Senior Vice President & CIO	Chris McDonald
Senior Vice President	Paul J.D. Alpern
Senior Vice President	Richard Andrachek
Senior Vice President	Donal J. Bassett
Senior Vice President	David R. Bernier
Senior Vice President	Clayton A. Bock
Senior Vice President	Patrick G. Corser
Senior Vice President	Luke De Hayr
Senior Vice President	Paul J. DeKeyser
Senior Vice President	Joseph Geller
Senior Vice President	Anton Germishuizen

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.

David Haywood, Senior Vice President _____ 12/07/2022
 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.

D. Business Organization/Structure - List of corporation's current officers (continued)	
Senior Vice President	Harris J. (Josh) Gould
Senior Vice President	James Grasty
Senior Vice President	John J. Hanula
Senior Vice President	David Haywood
Senior Vice President	Jonathan A. (Andy) Hersey
Senior Vice President	Peter Howe
Senior Vice President	David Irvine
Senior Vice President	Adriana Jaegerman
Senior Vice President	John S. Montgomery
Senior Vice President	Robert Mullins
Senior Vice President	Michael Newbery
Senior Vice President	Brian P. Norris
Senior Vice President	James (Jim) R. Obermeyer
Senior Vice President	Phillip R. Perciavalle
Senior Vice President	Sujan Punyamurthula
Senior Vice President	Marilynn F. Robinson
Senior Vice President	Chander K. Sehgal
Senior Vice President	Kari Shively
Senior Vice President	Robert A. Simm
Senior Vice President	David Smith
Senior Vice President	Joseph Russell (Russell) Snow
Senior Vice President	Scott Storlid
Senior Vice President	Glenn S. Tarbox
Senior Vice President	Matthew D. Travers
Senior Vice President	Jonathan R. Treen
Senior Vice President	Joseph Uglevich

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.

David Haywood, Senior Vice President  12/07/2022
 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.

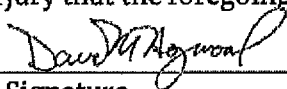
If not using this Attachment "A", please check here Not Applicable.

D. Business Organization/Structure - List of corporation's current officers (continued)	
Corporate Counsel	Donald Blackwell
Corporate Counsel	William A. Butler
Corporate Counsel	Thomas Curran
Corporate Counsel	William J. Edwards
Corporate Counsel	Cate Hite
Corporate Counsel	Katharine LaFrance
Corporate Counsel	Christy J. Leonard
Corporate Counsel	Amy Oygen
Corporate Counsel	Robert J. Ray
Corporate Counsel	Charles B. (Chad) Rogers II
Corporate Counsel	Corey Sanchez
Corporate Counsel	Matthew Storey
Secretary	Christopher O. Heisler
Assistant Secretary	Jeffrey P. Stone
Treasurer	Theresa Jang

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.

David Haywood, Senior Vice President

 Print Name, Title



 Signature

12/07/2022

 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.

F2. To the best of our knowledge after reasonable inquiry, except for the following matter which was disputed by Stantec, Stantec has not been terminated for cause within the last 5 years:

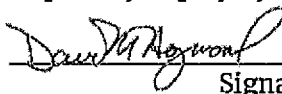
In 2018, Stantec received a letter from its client, Hillsborough Area Regional Transit Authority ("HART"), terminating Stantec for cause on its project located in Tampa, FL. Stantec believes the termination was due to performance by a subconsultant of Stantec and not Stantec itself. Stantec disputed the allegation that cause existed to terminate the contract, but the matter was never formally appealed by Stantec beyond its administrative remedies.

F3. Stantec has thousands of discrete projects annually, and from time to time our public entity clients have made claims relating to alleged errors or omissions in our services. These are a normal part of professional services industries. Stantec seeks to deal with client concerns and claims promptly and fairly through its Risk Management group, and claims of this nature are typically resolved through amicable settlement. As a public company, Stantec has substantial assets and maintains a high professional liability insurance limit. Stantec's claims history has resulted in relatively low insurance premiums when compared with firms of similar size and character.

F4. Stantec does have some legal proceedings, lawsuits, or claims pending, including claims from public entity clients. With respect to operations in California, there is one pending lawsuit involving a public entity client that Stantec is currently involved in as a cross-defendant, having been sued by the project architect (County of Santa Barbara v. Rosser International). As noted above, these are a normal part of professional services industries. All have been reported to Stantec's insurers who are in the process of adjusting/managing them. The nature of the allegations are not yet proven, and are either being disputed on the merits or with respect to the amount of damages claimed. None of the allegations asserted will have an impact on the work sought in this instance.

G1. Stantec is a large multinational employer with a long history and thousands of projects annually over a vast geography. There are no unsatisfied judgments or arbitration awards outstanding against Stantec. Stantec does have some legal proceedings, lawsuits, and/or claims pending. More specifically, Stantec provides professional services and thus has been subject to some matters involving allegations relating to 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 over the years. These are a normal part of professional services industries. Stantec has not been found to have violated any related crimes. We regularly report lawsuits to Stantec's insurers who, with Stantec's active involvement, are involved in adjusting/managing them. None will have a material effect on the financial position of the company or its ability to undertake this assignment. As part of Stantec's continual improvement process, our Human Resources group and Risk Management teams take proactive steps to review and update practices and procedures to prevent incidents from occurring.

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.

David Haywood, Senior Vice President		12/07/2022
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.

J. Statement of Contractors (continued)	
Company Name	aark engineering inc.
Contact Name and Phone Number	Mark Van Bibber, (619) 312-6336
Contact Email	vanbibber@aarkengineering.com
Address	1870 Cordell Court, Suite 202, El Cajon, CA 92020
Contract Date	Anticipated July 2023
Contract Amount	TBD
Requirements of Contract	Structural Engineering
What portion of work will be assigned to this subcontractor:	0.5 %
Is this Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE?	Yes
Company Name	AirX Utility Surveyors, Inc.
Contact Name and Phone Number	Andy Law, (760) 480-2347
Contact Email	estimating@airxus.com
Address	785 E. Mission Rd, Ste 100, San Marcos, CA 92069
Contract Date	Anticipated July 2023
Contract Amount	TBD
Requirements of Contract	Potholing
What portion of work will be assigned to this subcontractor:	0.1 %
Is this Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE?	Yes

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

David Haywood, Senior Vice President
Print Name, Title


Signature

12/07/2022
Date

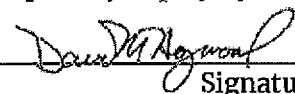
**City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance Attachment "A"**

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.

J. Statement of Contractors (continued)	
Company Name	Allied Geotechnical Engineers, Inc.
Contact Name and Phone Number	Sani Sutanto, (619) 449-5900
Contact Email	s_sutanto@alliedgeo.org
Address	9500 Cuyamaca Street, Suite 102, Santee, CA 92071
Contract Date	Anticipated July 2023
Contract Amount	TBD
Requirements of Contract	Geotechnical
What portion of work will be assigned to this subcontractor:	0.2 %
Is this Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE?	Yes
Company Name	California Corrosion Specialists LLC
Contact Name and Phone Number	Klaus Jeppesen, (760) 535-0186
Contact Email	kjeppesen@calcorrosion.com
Address	3322 Sage Rd, Fallbrook, CA 92028
Contract Date	Anticipated July 2023
Contract Amount	TBD
Requirements of Contract	Corrosion Control
What portion of work will be assigned to this subcontractor:	0.1 %
Is this Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE?	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.

David Haywood, Senior Vice President  12/07/2022
 Print Name, Title Signature Date

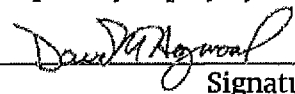
**City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance Attachment "A"**

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.

J. Statement of Contractors (continued)	
Company Name	CityWorks People + Places, Inc.
Contact Name and Phone Number	Laura Warner, (619) 238-9091 ext 109
Contact Email	Laura.warner@cityworks.biz
Address	1526 India Street, Suite E, San Diego, CA 92101
Contract Date	Anticipated July 2023
Contract Amount	TBD
Requirements of Contract	Administration, Architectural, Outreach Support
What portion of work will be assigned to this subcontractor:	2.2 %
Is this Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE?	Yes
Company Name	Cook & Schmid LLC
Contact Name and Phone Number	Jon Schmid, (619) 200-7257
Contact Email	jschmid@cookandschmid.com
Address	626 Savoy Street, San Diego, California 92106
Contract Date	Anticipated July 2023
Contract Amount	TBD
Requirements of Contract	Public Relations
What portion of work will be assigned to this subcontractor:	0.6%
Is this Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE?	Yes

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

David Haywood, Senior Vice President  12/07/2022
 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.

J. Statement of Contractors (continued)	
Company Name	Clark Land Resources, Inc.
Contact Name and Phone Number	Sue Cope, (760) 468-3464
Contact Email	sue.cope@clarklandresources.com
Address	9150 Chesapeake Dr., Ste 190, San Diego, CA 92123
Contract Date	Anticipated July 2023
Contract Amount	TBD
Requirements of Contract	Real Estate/Easement
What portion of work will be assigned to this subcontractor:	0.1 %
Is this Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE?	Yes
Company Name	DDB Engineering, Inc.
Contact Name and Phone Number	Debra L. Burris, (949) 400-8575
Contact Email	dburris@ddb.com
Address	1 Cavalier, Laguna Niguel, CA 92677
Contract Date	Anticipated July 2023
Contract Amount	TBD
Requirements of Contract	Regulatory/Permitting
What portion of work will be assigned to this subcontractor:	0.5 %
Is this Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE?	Yes

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

David Haywood, Senior Vice President  12/07/2022

 Print Name, Title Signature Date

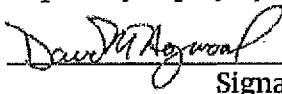
**City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance Attachment "A"**

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.

J. Statement of Contractors (continued)	
Company Name	Hoch Consulting
Contact Name and Phone Number	Adam Hoch, PE, (858) 431-9767
Contact Email	ahoch@hochconsulting.com
Address	804 Pier View Way, Suite 100, Oceanside, CA 92054
Contract Date	Anticipated July 2023
Contract Amount	TBD
Requirements of Contract	Program Technical Support
What portion of work will be assigned to this subcontractor:	6.0 %
Is this Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE?	Yes
Company Name	Katz & Associates, Inc.
Contact Name and Phone Number	Sara Katz, (858) 452-0031
Contact Email	skatz@katzandassociates.com
Address	591 Camino De La Reina, Suite 407, San Diego, CA 92108
Contract Date	Anticipated July 2023
Contract Amount	TBD
Requirements of Contract	Public Outreach
What portion of work will be assigned to this subcontractor:	4.0 %
Is this Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE?	Yes

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

David Haywood, Senior Vice President  12/07/2022
 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.

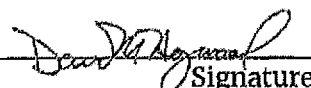
If not using this Attachment "A", please check here Not Applicable.

J. Statement of Contractors (continued)	
Company Name	KLM Project Insights
Contact Name and Phone Number	Krystal Merical, (760) 424-9334
Contact Email	klmprojectinsights@gmail.com
Address	649 Maze Glen, Escondido, CA 92025
Contract Date	Anticipated July 2023
Contract Amount	TBD
Requirements of Contract	Program Controls
What portion of work will be assigned to this subcontractor:	2.3 %
Is this Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE?	Yes
Company Name	La Salle Solutions, LLC
Contact Name and Phone Number	Dennis La Salle, (619) 501-2645
Contact Email	Lasalle.calif@gmail.com
Address	900 F Street Ste. 128, San Diego, CA 92101
Contract Date	Anticipated July 2023
Contract Amount	TBD
Requirements of Contract	Project Delivery
What portion of work will be assigned to this subcontractor:	4.1 %
Is this Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE?	Yes

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

David Haywood, Senior Vice President

 Print Name, Title



 Signature

12/07/2022

 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.

J. Statement of Contractors (continued)	
Company Name	Libby Engineers, Inc. dba Martin & Libby
Contact Name and Phone Number	Jean Libby, (619) 280-9307
Contact Email	jlibby@martinandlibby.com
Address	4452 Glacier Avenue, San Diego, CA 92120
Contract Date	Anticipated July 2023
Contract Amount	TBD
Requirements of Contract	Project Delivery
What portion of work will be assigned to this subcontractor:	0.5 %
Is this Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE?	Yes
Company Name	MBN Group, Inc.
Contact Name and Phone Number	Minhi Nguyen, (858) 678-0150
Contact Email	mnguyen@mbngroup.net
Address	5755 Oberlin Drive, Suite 110, San Diego, CA 92121
Contract Date	Anticipated July 2023
Contract Amount	TBD
Requirements of Contract	Project Delivery
What portion of work will be assigned to this subcontractor:	0.4 %
Is this Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE?	Yes

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

David Haywood, Senior Vice President  12/07/2022
 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.

J. Statement of Contractors (continued)	
Company Name	Means Consulting LLC
Contact Name and Phone Number	Edward Means, (949) 439-9120
Contact Email	edmeans@icloud.com
Address	2100 Serrano Avenue, Newport Beach, CA 92661
Contract Date	Anticipated July 2023
Contract Amount	TBD
Requirements of Contract	Specialized Program Delivery Support, Mediation/Facilitation
What portion of work will be assigned to this subcontractor:	0.1 %
Is this Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE?	No
Company Name	Michael R. Welch, Ph.D., P.E.
Contact Name and Phone Number	Michael R. Welch, Ph.D., P.E., (858) 625-0167
Contact Email	mwelch1@san.rr.com
Address	2735 San Clemente Terrace, San Diego, CA 92122
Contract Date	Anticipated July 2023
Contract Amount	TBD
Requirements of Contract	Regulatory/Permitting
What portion of work will be assigned to this subcontractor:	0.4 %
Is this Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE?	Yes

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

David Haywood, Senior Vice President  12/07/2022

 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.

J. Statement of Contractors (continued)	
Company Name	Ninyo & Moore Geotechnical & Environmental Sciences Consultants
Contact Name and Phone Number	Greg Farrand, (619) 208-6355
Contact Email	gfarrand@ninyoandmoore.com
Address	5710 Ruffin Road, San Diego, CA 92123
Contract Date	Anticipated July 2023
Contract Amount	TBD
Requirements of Contract	Geotechnical/Environmental
What portion of work will be assigned to this subcontractor:	0.3 %
Is this Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE?	Yes
Company Name	Okapi Environmental Inc. dba Pangea Biological
Contact Name and Phone Number	Amy Rowland, (760) 468-7065
Contact Email	amy@pangeabiological.com
Address	6790 Embarcadero Lane, Ste. 100, Carlsbad, CA 92011
Contract Date	Anticipated July 2023
Contract Amount	TBD
Requirements of Contract	Biological/Environmental
What portion of work will be assigned to this subcontractor:	0.05 %
Is this Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE?	Yes

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

David Haywood, Senior Vice President

Print Name, Title



Signature

12/07/2022

Date

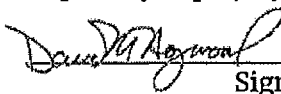
**City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance Attachment "A"**

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.

J. Statement of Contractors (continued)	
Company Name	Prince Consulting
Contact Name and Phone Number	Jessica Prince, (619) 917-6307
Contact Email	Jessica@PrinceCivil.com
Address	4998 Corte Playa Palmera, San Diego, CA 92124
Contract Date	Anticipated July 2023
Contract Amount	TBD
Requirements of Contract	Engineering/CADD
What portion of work will be assigned to this subcontractor:	0.2 %
Is this Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE?	Yes
Company Name	Ronald E. Lacey dba Lacey Consulting
Contact Name and Phone Number	Ronald E. Lacey, (619) 301-3573
Contact Email	rlaceyconsult@yahoo.com
Address	PO Box 120097, San Diego, CA 92122
Contract Date	Anticipated July 2023
Contract Amount	TBD
Requirements of Contract	Outreach
What portion of work will be assigned to this subcontractor:	0.2 %
Is this Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE?	Yes

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

David Haywood, Senior Vice President  12/07/2022
 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.

J. Statement of Contractors (continued)	
Company Name	San Dieguito Engineering, Inc.
Contact Name and Phone Number	Annie Aguilar, (858) 345-1160
Contact Email	aaguilar@sdeinc.com
Address	1911 Palomar Oaks Way, Suite 200, Carlsbad, CA 92008
Contract Date	Anticipated July 2023
Contract Amount	TBD
Requirements of Contract	Survey
What portion of work will be assigned to this subcontractor:	0.2 %
Is this Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE?	Yes
Company Name	STC Traffic, Inc.
Contact Name and Phone Number	Jason Stack, (714) 315-4640
Contact Email	Jason.stack@stctrffic.com
Address	5973 Avenida Encinas, Suite #218 Carlsbad, CA 92008
Contract Date	Anticipated July 2023
Contract Amount	TBD
Requirements of Contract	Traffic Studies
What portion of work will be assigned to this subcontractor:	0.1 %
Is this Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE?	Yes

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

David Haywood, Senior Vice President  12/07/2022
 Print Name, Title Signature Date

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

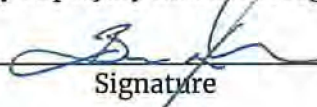
Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered.

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

J. Statement of Contractors (continued)	
Company Name	Studio West Landscape Architecture & Planning
Contact Name and Phone Number	Michelle M. Landis, (858) 598-5085
Contact Email	mlandis@studiowest-land.com
Address	7185 Navajo Rd., Suite A, San Diego, CA 92119
Contract Date	Anticipated July 2023
Contract Amount	TBD
Requirements of Contract	Landscape Architecture
What portion of work will be assigned to this subcontractor:	0.2 %
Is this Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE?	Yes

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

Brian Norris, Senior Vice President
Print Name, Title


Signature

12/22/2023
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.

J. Statement of Contractors (continued)	
Company Name	Telesis Surveying and Civil Engineering Corporation (TSAC)
Contact Name and Phone Number	Steve McPartland, (619) 322-0712
Contact Email	smcpartland@tsacengineering.com
Address	12121 Scripps Summit Drive, San Diego, CA 92131
Contract Date	Anticipated July 2023
Contract Amount	TBD
Requirements of Contract	Computer-Aided Design and Drafting
What portion of work will be assigned to this subcontractor:	0.5 %
Is this Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE?	Yes
Company Name	Trussell Technologies, Inc.
Contact Name and Phone Number	Shane Trussell, (858) 314-4134
Contact Email	shanet@trusselltech.com
Address	380 Stevens Ave, Suite 212, Solana Beach, CA 92075
Contract Date	Anticipated July 2023
Contract Amount	TBD
Requirements of Contract	Regulatory/Permitting
What portion of work will be assigned to this subcontractor:	11.5 %
Is this Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE?	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.

David Haywood, Senior Vice President  12/07/2022

 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.

J. Statement of Contractors (continued)	
Company Name	Vic Salazar Enterprises, LLC dba Vic Salazar Communications
Contact Name and Phone Number	Vic Salazar, (619) 517-4744
Contact Email	vic@vicsalazar.com
Address	5205 Kearny Villa Way #107, San Diego, CA 92123
Contract Date	Anticipated July 2023
Contract Amount	TBD
Requirements of Contract	Outreach
What portion of work will be assigned to this subcontractor:	0.2 %
Is this Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE?	Yes
Company Name	Water Quality Solutions
Contact Name and Phone Number	Imad Hannoun, (540) 421-2102
Contact Email	ihannoun@wqsinc.com
Address	1726 Three Springs Road, McGaheysville, VA 22840
Contract Date	Anticipated July 2023
Contract Amount	TBD
Requirements of Contract	Reservoir Water Quality Modeling
What portion of work will be assigned to this subcontractor:	1.0 %
Is this Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE?	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.

David Haywood, Senior Vice President  12/07/2022

 Print Name, Title Signature Date

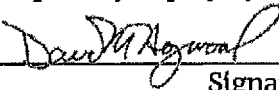
**City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance Attachment "A"**

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.

J. Statement of Contractors (continued)	
Company Name	West Coast Civil, Inc.
Contact Name and Phone Number	Sean McCarty, (858) 869-1332
Contact Email	sean@westcoastcivil.com
Address	9740 Appaloosa Road, Suite 200, San Diego, CA 92131
Contract Date	Anticipated July 2023
Contract Amount	TBD
Requirements of Contract	Project Delivery
What portion of work will be assigned to this subcontractor:	6.3 %
Is this Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE?	Yes
Company Name	Yen C. Tu Consulting
Contact Name and Phone Number	Yen Tu, (619) 417-5993
Contact Email	Yentu2@gmail.com
Address	11074 Roxboro Road, San Diego, CA 92131
Contract Date	Anticipated July 2023
Contract Amount	TBD
Requirements of Contract	Outreach
What portion of work will be assigned to this subcontractor:	0.2 %
Is this Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE?	Yes

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

David Haywood, Senior Vice President  12/07/2022

 Print Name, Title Signature Date

CALIFORNIA LABOR CODE**EXISTING LAW****' 1771. Payment of general prevailing rate**

Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works.

This section is applicable only to work performed under contract, and is not applicable to work carried out by a public agency with its own forces. This section is applicable to contracts let for maintenance work.

AMENDMENT**' 1720. Public works; use of public funds**

As used in this chapter, "public works" means:

- (a) Construction, alteration, demolition, or repair work done under contract and paid for in whole or in part out of public funds, except work done directly by any public utility company pursuant to order of the Public Utilities Commission or other public authority. For purposes of this subdivision, "construction" includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.
- (b) Work done for irrigation, utility, reclamation, and improvement districts, and other districts of this type. "public works" shall not include the operation of the irrigation or drainage system of any irrigation or reclamation district, except as used in Section 1778 relating to retaining wages.
- (c) Street sewer, or other improvement work done under the direction and supervision or by the authority of any officer or public body of the state, or of any political subdivision or district thereof, whether the political subdivision or district operates under a freeholder's charter or not.
- (d) The laying of carpet done under a building lease-maintenance contract and paid for out of public funds.
- (e) The laying of carpet in a public building done under contract and paid for in whole or in part out of public funds.
- (f) Public transportation demonstration projects authorized pursuant to Section 143 of the Streets and Highways Code.

(Amended by Stats.1989, c. 278, ' 1, eff. Aug. 7, 1989; Stats.2000, c. 881 (S.B.1999), ' 1.)

"General Decision Number: CA20240001 02/23/2024

Superseded General Decision Number: CA20230001

State: California

Construction Types: Building, Heavy (Heavy and Dredging), Highway and Residential

County: San Diego County in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS; RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at

http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2024
1	01/12/2024
2	02/09/2024
3	02/23/2024

ASBE0005-002 09/01/2023

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 49.58	25.27
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....	\$ 36.97	20.36

ASBE0005-004 07/04/2022

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)....	\$ 23.52	13.37

BOIL0092-003 01/01/2024

	Rates	Fringes
BOILERMAKER.....	\$ 51.98	42.11

BRCA0004-008 11/01/2022

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....	\$ 44.65	19.00

BRCA0018-004 06/01/2022

	Rates	Fringes
MARBLE FINISHER.....	\$ 37.87	14.13
TILE FINISHER.....	\$ 32.44	12.54
TILE LAYER.....	\$ 45.05	18.33

BRCA0018-010 09/01/2022

Rates	Fringes
-------	---------

TERRAZZO FINISHER.....	\$ 38.37	14.13
TERRAZZO WORKER/SETTER.....	\$ 46.49	14.66

 CARP0213-003 07/01/2021

Rates Fringes

Drywall

(1) Work on wood framed construction of single family residences, apartments or condominiums under four stories		
Drywall Installer/Lather...	\$ 32.14	16.28
Drywall Stocker/Scraper...	\$ 22.16	8.62

 CARP0619-002 07/01/2021

Rates Fringes

Drywall

(2) All other work		
Drywall Installer/Lather...	\$ 42.80	16.28
Drywall Stocker/Scraper...	\$ 23.07	8.62

 CARP0619-003 07/01/2021

Rates Fringes

CARPENTER

(1) Bridge.....	\$ 51.53	16.28
(2) Commercial Building....	\$ 46.30	16.28
(3) Heavy & Highway.....	\$ 51.40	16.28
(4) Residential Carpenter..	\$ 38.47	16.28
(5) Residential Insulation Installer.....	\$ 24.16	15.76
PILEDRIVERMAN.....	\$ 51.53	16.28

 CARP0619-004 07/01/2021

Rates Fringes

Diver

(1) Wet.....	\$ 831.20	16.28
(2) Standby.....	\$ 444.24	16.28
(3) Tender.....	\$ 436.24	16.28
(4) Assistant Tender.....	\$ 412.24	16.28

Amounts in ""Rates' column are per day

 CARP0721-001 07/01/2021

Rates Fringes

Modular Furniture Installer.....	\$ 21.85	7.15
----------------------------------	----------	------

 CARP1607-004 07/01/2021

Rates Fringes

MILLWRIGHT.....	\$ 51.90	16.48
-----------------	----------	-------

 ELEC0569-001 06/05/2023

Rates Fringes

Electricians (Tunnel Work)		
Cable Splicer.....	\$ 60.30	17.84
Electrician.....	\$ 59.46	17.81
Electricians: (All Other Work, Including 4 Stories Residential)		
Cable Splicer.....	\$ 53.60	17.64
Electrician.....	\$ 52.85	17.62

ELEC0569-004 08/28/2023

Rates Fringes

ELECTRICIAN (Sound & Communications Sound Technician).....		
	\$ 40.78	15.00
SCOPE OF WORK Assembly, installation, operation, service and maintenance of components or systems as used in closed circuit television, amplified master television distribution, CATV on private property, intercommunication, burglar alarm, fire alarm, life support and all security alarms, private and public telephone and related telephone interconnect, public address, paging, audio, language, electronic, background music system less than line voltage or any system acceptable for class two wiring for private, commercial, or industrial use furnished by leased wire, freuency modulation or other recording devices, electrical apparatus by means of which electricity is applied to the amplification, transmission, transference, recording or reproduction of voice, music, sound, impulses and video. Excluded from this Scope of Work - transmission, service and maintenance of background music. All of the above shall include the installation and transmission over fiber optics.		

ELEC0569-005 08/28/2023

Rates Fringes

Sound & Communications		
Sound Technician.....	\$ 40.78	15.00
SCOPE OF WORK Assembly, installation, operation, service and maintenance of components or systems as used in closed circuit television, amplified master television distribution, CATV on private property, intercommunication, burglar alarm, fire alarm, life support and all security alarms, private and public telephone and related telephone interconnect, public address, paging, audio, language, electronic, background music system less than line voltage or any system acceptable for class two wiring for private, commercial, or industrial use furnished by leased wire, freuency modulation or other recording devices, electrical apparatus by means of which electricity is applied to the amplification, transmission, transference, recording or reproduction of voice, music, sound, impulses and video. Excluded from this Scope of Work - transmission, service and maintenance of background music. All of the above shall include the installation and transmission over fiber optics.		

SOUND TECHNICIAN: Terminating, operating and performing final check-out

ELEC0569-006 06/06/2022

Work on street lighting; traffic signals; and underground systems and/or established easements outside of buildings

	Rates	Fringes
Traffic signal, street light and underground work		
Utility Technician #1.....	\$ 38.67	9.11
Utility Technician #2.....	\$ 30.10	8.85

STREET LIGHT & TRAFFIC SIGNAL WORK:

UTILITY TECHNICIAN #1: Installation of street lights and traffic signals, including electrical circuitry, programmable controller, pedestal-mounted electrical meter enclosures and laying of pre-assembled cable in ducts. The layout of electrical systems and communication installation including proper position of trench depths, and radius at duct banks, location for manholes, street lights and traffic signals.

UTILITY TECHNICIAN #2: Distribution of material at jobsite, installation of underground ducts for electrical, telephone, cable TV land communication systems. The setting, leveling, grounding and racking of precast manholes, handholes and transformer pads.

ELEC0569-008 06/05/2023

	Rates	Fringes
ELECTRICIAN (Residential, 1-3 Stories).....	\$ 40.50	8.18

ELEC1245-001 06/01/2022

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 64.40	22.58
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 50.00	21.30
(3) Groundman.....	\$ 38.23	20.89
(4) Powderman.....	\$ 51.87	18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

* ELEV0018-001 01/01/2024

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 66.63	37.885+a+b

FOOTNOTE:

a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.

b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

 ENGI0012-004 08/01/2023

	Rates	Fringes
OPERATOR: Power Equipment (DREDGING)		
(1) Leverman.....	\$ 64.10	34.60
(2) Dredge dozer.....	\$ 58.13	34.60
(3) Deckmate.....	\$ 58.02	34.60
(4) Winch operator (stern winch on dredge).....	\$ 57.47	34.60
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 56.93	34.60
(6) Barge Mate.....	\$ 57.54	34.60

 * ENGI0012-024 07/01/2023

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1.....	\$ 53.90	32.80
GROUP 2.....	\$ 54.68	32.80
GROUP 3.....	\$ 54.97	32.80
GROUP 4.....	\$ 56.46	32.80
GROUP 6.....	\$ 56.68	32.80
GROUP 8.....	\$ 56.79	32.80
GROUP 10.....	\$ 56.91	32.80
GROUP 12.....	\$ 57.08	32.80
GROUP 13.....	\$ 57.18	32.80
GROUP 14.....	\$ 57.21	32.80
GROUP 15.....	\$ 57.29	32.80
GROUP 16.....	\$ 57.41	32.80
GROUP 17.....	\$ 57.58	32.80
GROUP 18.....	\$ 57.68	32.80
GROUP 19.....	\$ 57.79	32.80
GROUP 20.....	\$ 57.91	32.80
GROUP 21.....	\$ 58.08	32.80
GROUP 22.....	\$ 58.18	32.80
GROUP 23.....	\$ 58.29	32.80
GROUP 24.....	\$ 58.41	32.80
GROUP 25.....	\$ 58.58	32.80
OPERATOR: Power Equipment (Cranes, Piledriving & Hoisting)		
GROUP 1.....	\$ 55.25	32.80
GROUP 2.....	\$ 56.03	32.80
GROUP 3.....	\$ 56.32	32.80
GROUP 4.....	\$ 56.46	32.80
GROUP 5.....	\$ 56.68	32.80
GROUP 6.....	\$ 56.79	32.80
GROUP 7.....	\$ 56.91	32.80
GROUP 8.....	\$ 57.08	32.80
GROUP 9.....	\$ 57.25	32.80
GROUP 10.....	\$ 58.25	32.80

GROUP 11.....	\$ 59.25	32.80
GROUP 12.....	\$ 60.25	32.80
GROUP 13.....	\$ 61.25	32.80
OPERATOR: Power Equipment (Tunnel Work)		
GROUP 1.....	\$ 55.75	32.80
GROUP 2.....	\$ 56.53	32.80
GROUP 3.....	\$ 56.82	32.80
GROUP 4.....	\$ 56.96	32.80
GROUP 5.....	\$ 57.18	32.80
GROUP 6.....	\$ 57.29	32.80
GROUP 7.....	\$ 57.41	32.80

PREMIUM PAY:

\$10.00 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator);Coil Tubing Rig Operator, Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable);Direct Push Operator (Geoprobe or similar types) Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine

operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter (concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar types; Cable Bundling Machine Operator (excluding handheld); Cable Trenching Machine Operator (Spider Plow or similar types) Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; RCM Cementing Unit Operator, Rail/Switch Grinder Operator (Harsco or similar types) Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck);

Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth-moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self-loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote-control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50

yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired

earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Spyder Excavator Operator, with all attachments

CRANES, PILEDIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.);

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up

to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc) ; Tower crane operator and tower gantry

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

\$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N,m R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34,

T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SBM to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1S, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

\$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34. T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a thin strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

\$2.00 additional per hour for INYO and MONO Counties and the

Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

IRON0229-001 01/01/2024

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 42.53	26.26
Ornamental, Reinforcing and Structural.....	\$ 47.45	34.90

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LAB00089-001 07/01/2022

	Rates	Fringes
--	-------	---------

LABORER (BUILDING and all
other Residential
Construction)

Group 1.....	\$ 37.68	22.44
Group 2.....	\$ 38.37	22.44
Group 3.....	\$ 39.12	22.44
Group 4.....	\$ 39.98	22.44
Group 5.....	\$ 41.60	22.44

LABORER (RESIDENTIAL
CONSTRUCTION - See definition
below)

(1) Laborer.....	\$ 35.58	20.77
(2) Cleanup, Landscape, Fencing (Chain Link & Wood).	\$ 34.29	20.77

RESIDENTIAL DEFINITION: Wood or metal frame construction of single family residences, apartments and condominiums - excluding (a) projects that exceed three stories over a garage level, (b) any utility work such as telephone, gas, water, sewer and other utilities and (c) any fine grading work, utility work or paving work in the future street and public right-of-way; but including all rough grading work at the job site behind the existing right of way

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete Screeding for Rought Strike-off; Concrete, water curing; Demolition laborer; Flagman; Gas, oil and/or water pipeline laborer; General Laborer; General clean-up laborer; Landscape laborer; Jetting laborer; Temporary water and air lines laborer; Material hoseman (walls, slabs, floors and decks); Plugging, filling of Shee-bolt holes; Dry packing of concrete; Railroad maintenance, Repair Trackman and road beds, Streetcar and railroad construction trac laborers; Slip form raisers; Slurry seal crews (mixer operator, applicator operator, squeegee man, Shuttle man, top man), filling of cracks by any method on any surface; Tarman and mortar man; Tool crib or tool house laborer; Window cleaner; Wire Mesh puling-all concrete pouring operations

GROUP 2: Asphalt Shoveler; Cement Dumper (on 1 yard or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute man, pouring concrete, the handling of the cute from ready mix trucks, such as walls, slabs, decks, floors, foundations, footings, curbs, gutters and sidewalks; Concrete curer-impervious membrane and form oiler; Cutting torch operator (demoliton); Guinea chaser; Headboard man-asphlt; Laborer, packing rod steel and pans; membrane vapor barrier installer; Power broom sweepers (small); Riiprap, stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Tank sealer and cleaner; Tree climber, faller, chain saw operator, Pittsburgh Chipper and similar type brush shredders; Underground laborers, including caisson bellower

GROUP 3: Buggymobile; Concrete cutting torch; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2 1/2 feet drill steel or longer; Dri Pak-it machine; High sealer (including drilling of same); Hydro seeder and similar type; Impact wrench, mult-plate; Kettleman, potmen and mean applying asphalt, lay-kold, creosote, line caustic and similar type materials (applying means applying, dipping, brushing or handling of such materials for pipe

wrapping and waterproofing); Operators of pneumatic, gas, electric tools, vibratring machines, pavement breakers, air blasting, come-along, and similar mechanical tools not separately classified herein; Pipelayers back up man coating, grouting, making of joints, sealing, caulking, diapering and inclduing rubber gasket joints, pointing and any and all other services; Rotary Scarifier or multiple head concrete chipping scaarifier; Steel header board man and guideline setter; Tampers, Barko, Wacker and similar type; Trenching machine, handpropelled

GROUP 4: Asphalt raker, luterman, ironer, apshalt dumpman and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), Grinder or sander; Concrete saw man; cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Laser beam in connection with laborer's work; Oversize concrete vibrator operator 70 pounds and over; Pipelayer performing all services in the laying, installation and all forms of connection of pipe from the point of receiving pipe in the ditch until completion of oepration, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit, and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid, gas, air or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzleman), Porta shot-blast, water blasting

GROUP 5: Blasters Powderman-All work of loading holes, placing and blasting of all pwder and explosives of whatever type, regardless of method used for such loading and placing; Driller-all power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power.

LAB0089-002 11/01/2020

	Rates	Fringes
LABORER (MASON TENDER).....	\$ 33.00	19.23

LAB0089-004 07/01/2022

HEAVY AND HIGHWAY CONSTRUCTION

	Rates	Fringes
Laborers:		
Group 1.....	\$ 38.80	22.44
Group 2.....	\$ 39.27	22.44
Group 3.....	\$ 39.72	22.44
Group 4.....	\$ 40.62	22.44
Group 5.....	\$ 43.58	22.44

LABORER CLASSIFICATIONS

GROUP 1: Laborer: General or Construction Laborer, Landscape Laborer. Asphalt Rubber Material Loader. Boring Machine Tender (outside), Carpenter Laborer (cleaning, handling,

oiling & blowing of panel forms and lumber), Concrete Laborer, Concrete Screeding for rough strike-off, Concrete water curing. Concrete Curb & Gutter laborer, Certified Confined Space Laborer, Demolition laborer & Cleaning of Brick and lumber, Expansion Joint Caulking; Environmental Remediation, Monitoring Well, Toxic waste and Geotechnical Drill tender, Fine Grader, Fire Watcher, Limbers, Brush Loader, Pilers and Debris Handlers. flagman. Gas Oil and Water Pipeline Laborer. Material Hoseman (slabs, walls, floors, decks); Plugging, filling of shee bolt holes; Dry packing of concrete and patching; Post Holer Digger (manual); Railroad maintenance, repair trackman, road beds; Rigging & signaling; Scaler, Slip-Form Raisers, Filling cracks on any surface, tool Crib or Tool House Laborer, Traffic control (signs, barriers, barricades, delineator, cones etc.), Window Cleaner

GROUP 2: Asphalt abatement; Buggymobile; Cement dumper (on 1 yd. or larger mixers and handling bulk cement); Concrete curer, impervious membrane and form oiler; Chute man, pouring concrete; Concrete cutting torch; Concrete pile cutter; driller/Jackhammer, with drill steel 2 1/2 feet or longer; Dry pak-it machine; Fence erector; Pipeline wrapper, gas, oil, water, pot tender & form man; Grout man; Installation of all asphalt overlay fabric and materials used for reinforcing asphalt; Irrigation laborer; Kettleman-Potman hot mop, includes applying asphalt, lay-klold, creosote, lime caustic and similar tyhpes of materials (dipping, brushing, handling) and waterproofing; Membrane vapor barrier installer; Pipelayer backup man (coating, grouting, making of joints, sealing caulkiing, diapering including rubber basket joints, pointing); Rotary scarifier, multiple head concrete chipper; Rock slinger; Roto scraper & tiller; Sandblaster pot tender; Septic tank digger/installer; Tamper/wacker operator; Tank scaler & cleaner; Tar man & mortar man; Tree climber/faller, chainb saw operator, Pittsburgh chipper & similar type brush shredders.

GROUP 3: Asphalt, installation of all frabrics; Buggy Mobile Man, Bushing hammer; Compactor (all types), Concrete Curer - Impervious membrane, Form Oiler, Concrete Cutting Torch, Concrete Pile Cutter, Driller/Jackhammer with drill steel 2 1/2 ft or longer, Dry Pak-it machine, Fence erector including manual post hole digging, Gas oil or water Pipeline Wrapper - 6 ft pipe and over, Guradrail erector, Hydro seeder, Impact Wrench man (multi plate), kettleman-Potman Hot Mop includes applying Asphalt, Lay-Kold, Creosote, lime caustic and similar types of materials (dipping, brushing or handling) and waterproofing. Laser Beam in connection with Laborer work. High Scaler, Operators of Pneumatic Gas or Electric Tools, Vibrating Machines, Pavement Breakers, Air Blasting, Come-Alongs and similar mechanical tools, Remote-Controlled Robotic Tools in connection with Laborers work. Pipelayer Backup Man (Coating, grouting, m makeing of joints, sealing, caulking, diapering including rubber gasket joints, pointing and other services). Power Post Hole Digger, Rotary Scarifier (multiple head concrete chipper scarifier), Rock Slinger, Shot Blast equipment (8 to 48 inches), Steel Headerboard Man and Guideline Setter, Tamper/Wacker operator and similar types, Trenching Machine hand propelled.

GROUP 4: Any worker exposed to raw sewage. Asphalt Raker,

Luteman, Asphalt Dumpman, Asphalt Spreader Boxes, Concrete Core Cutter, Concrete Saw Man, Cribber, Shorer, Head Rock Slinger. Installation of subsurface instrumentation, monitoring wells or points, remediation system installer; Laborer, asphalt-rubber distributor bootman; Oversize concrete vibrator operators, 70 pounds or over. Pipelayer, Prefabricated Manhole Installer, Sandblast Nozzleman (Water Blasting-Porta Shot Blast), Traffic Lane Closure.

GROUP 5: Blasters Powderman-All work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Horizontal directional driller, Boring system, Electronic tracking, Driller: all power drills excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and all other types of mechanical drills without regard to form of motive power. Environmental remediation, Monitoring well, Toxic waste and Geotechnical driller, Toxic waste removal. Welding in connection with Laborer's work.

LAB00300-005 08/01/2022

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 39.23	23.28

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

LAB00345-001 07/01/2022

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 48.50	21.37
GROUP 2.....	\$ 47.55	21.37
GROUP 3.....	\$ 44.01	21.37

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bos'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0"" above base level and which work must be performed in whole or in part more than 75'-0"" above base level, that work performed above the 75'-0"" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LAB01184-001 07/01/2022

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 40.69	18.25
(2) Vehicle Operator/Hauler.	\$ 40.86	18.25
(3) Horizontal Directional Drill Operator.....	\$ 42.71	18.25
(4) Electronic Tracking Locator.....	\$ 44.71	18.25
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 41.90	21.32
GROUP 2.....	\$ 43.20	21.32
GROUP 3.....	\$ 45.21	21.32
GROUP 4.....	\$ 46.95	21.32

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

LAB01414-003 08/03/2022

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER....	\$ 38.92	23.32

PLASTER TENDER.....\$ 41.47 23.32

Work on a swing stage scaffold: \$1.00 per hour additional.

Work at Military Bases - \$3.00 additional per hour:
Coronado Naval Amphibious Base, Fort Irwin, Marine Corps Air Station-29 Palms, Imperial Beach Naval Air Station, Marine Corps Logistics Supply Base, Marine Corps Pickle Meadows, Mountain Warfare Training Center, Naval Air Facility-Seeley, North Island Naval Air Station, Vandenberg AFB.

PAIN0036-001 07/01/2023

Table with 2 columns: Rates, Fringes. Row 1: Painters: (Including Lead Abatement) (1) Repaint (excludes San Diego County).....\$ 29.59 17.12. Row 2: (2) All Other Work.....\$ 38.52 18.64

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.

PAIN0036-010 09/01/2022

Table with 2 columns: Rates, Fringes. Row 1: DRYWALL FINISHER/TAPER (1) Building & Heavy Construction.....\$ 39.54 21.50. Row 2: (2) Residential Construction (Wood frame apartments, single family homes and multi-duplexes up to and including four stories).....\$ 32.27 14.70

PAIN0036-012 10/01/2023

Table with 2 columns: Rates, Fringes. Row 1: GLAZIER.....\$ 50.40 21.41

PAIN0036-019 01/01/2024

Table with 2 columns: Rates, Fringes. Row 1: SOFT FLOOR LAYER.....\$ 38.77 18.62

PLAS0200-005 08/03/2022

Table with 2 columns: Rates, Fringes. Row 1: PLASTERER.....\$ 47.37 19.64

NORTH ISLAND NAVAL AIR STATION, COLORADO NAVAL AMPHIBIOUS BASE, IMPERIAL BEACH NAVAL AIR STATION: \$3.00 additional per hour.

 PLAS0500-001 07/01/2018

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
GROUP 1.....	\$ 26.34	19.77
GROUP 2.....	\$ 27.99	19.77
GROUP 3.....	\$ 30.07	21.12

CEMENT MASONS - work inside the building line, meeting the following criteria:

GROUP 1: Residential wood frame project of any size; work classified as Type III, IV or Type V construction; interior tenant improvement work regardless the size of the project; any wood frame project of four stories or less.

GROUP 2: Work classified as type I and II construction

GROUP 3: All other work

 PLUM0016-006 09/01/2023

	Rates	Fringes
PLUMBER, PIPEFITTER, STEAMFITTER		
Camp Pendleton; Vandenberg Air Force Base.....	\$ 61.68	26.51
Work ONLY on new additions and remodeling of commercial buildings, bars, restaurants, and stores not to exceed 5,000 sq. ft. of floor space.....	\$ 53.51	25.28
Work ONLY on strip malls, light commercial, tenant improvement and remodel work.....	\$ 42.49	23.86
All other work except work on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space and work on strip malls, light commercial, tenant improvement and remodel work.....	\$ 55.18	26.26

 PLUM0016-011 09/01/2023

	Rates	Fringes
PLUMBER/PIPEFITTER		
Residential.....	\$ 45.22	22.43

 PLUM0345-001 09/01/2023

	Rates	Fringes
--	-------	---------

PLUMBER

Landscape/Irrigation Fitter..\$ 40.20	25.90
Sewer & Storm Drain Work....\$ 44.29	23.28

ROOF0045-001 07/01/2023

Rates Fringes

ROOFER.....\$ 41.30	12.04
---------------------	-------

SFCA0669-001 01/01/2024

Rates Fringes

SPRINKLER FITTER.....\$ 47.05	26.30
-------------------------------	-------

SHEE0206-001 07/01/2023

Rates Fringes

SHEET METAL WORKER

Camp Pendleton.....\$ 50.20	30.80
Except Camp Pendleton.....\$ 48.20	30.80
Sheet Metal Technician.....\$ 36.21	10.24

SHEET METAL TECHNICIAN - SCOPE:

a. Existing residential buildings, both single and multi-family, where each unit is heated and/or cooled by a separate system b. New single family residential buildings including tracts. c. New multi-family residential buildings, not exceeding five stories of living space in height, provided each unit is heated or cooled by a separate system. Hotels and motels are excluded. d. LIGHT COMMERCIAL WORK: Any sheet metal, heating and air conditioning work performed on a project where the total construction cost, excluding land, is under \$1,000,000 e. TENANT IMPROVEMENT WORK: Any work necessary to finish interior spaces to conform to the occupants of commercial buildings, after completion of the building shell

TEAM0166-001 07/01/2023

Rates Fringes

Truck drivers:

GROUP 1.....\$ 30.12	25.57
GROUP 2.....\$ 40.71	25.57
GROUP 3.....\$ 40.91	25.57
GROUP 4.....\$ 41.11	25.57
GROUP 5.....\$ 41.31	25.57
GROUP 6.....\$ 41.80	25.57
GROUP 7.....\$ 43.31	25.57

FOOTNOTE: HAZMAT PAY: Work on a hazmat job, where hazmat certification is required, shall be paid, in addition to the classification working in, as follows: Levels A, B and C - +\$1.00 per hour. Workers shall be paid hazmat pay in increments of four (4) and eight (8) hours.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Fuel Man, Swamper

GROUP 2: 2-axle Dump Truck, 2-axle Flat Bed, Concrete Pumping Truck, Industrial Lift Truck, Motorized Traffic Control, Pickup Truck on Jobsite

GROUP 3: 2-axle Water Truck, 3-axle Dump Truck, 3-axle Flat Bed, Erosion Control Nozzleman, Dump Crete Truck under 6.5 yd, Forklift 15,000 lbs and over, Prell Truck, Pipeline Work Truck Driver, Road Oil Spreader, Cement Distributor or Slurry Driver, Bootman, Ross Carrier

GROUP 4: Off-road Dump Truck under 35 tons 4-axles but less than 7-axles, Low-Bed Truck & Trailer, Transit Mix Trucks under 8 yd, 3-axle Water Truck, Erosion Control Driver, Grout Mixer Truck, Dump Crete 6.5yd and over, Dumpster Trucks, DW 10, DW 20 and over, Fuel Truck and Dynamite, Truck Greaser, Truck Mounted Mobile Sweeper 2-axle Winch Truck

GROUP 5: Off-road Dump Truck 35 tons and over, 7-axles or more, Transit Mix Trucks 8 yd and over, A-Frame Truck, Swedish Cranes

GROUP 6: Off-Road Special Equipment (including but not limited to Water Pull Tankers, Athey Wagons, DJB, B70 Wuclids or like Equipment)

GROUP 7: Repairman

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====
Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the

cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====
END OF GENERAL DECISION"

United States Environmental Protection Agency Fund Requirements

The City anticipates receiving financial assistance from the Federal Government and the State of California for this project. The following requirements are conditions of the receipt of financial assistance from the United States Environmental Protection Agency (USEPA) under the Clean Water State Revolving Fund program. The firm contracting with the City (Design Professional) shall comply with all of the following requirements. If there are other provisions in the Agreement that address the same subjects as this Exhibit, Design Professional shall comply with both provisions, with the more stringent requirements controlling. If there is a direct conflict between the Agreement and this Exhibit, the requirements of this Exhibit shall control in order to preserve the City's eligibility to receive financial assistance.

I.

1. During the performance of this contract, the Design Professional agrees as follows: "(a) The Design Professional will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Design Professional will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Design Professional agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The Design Professional will, in all solicitations or advertisements for employees placed by or on behalf of the Design Professional, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.
3. The Design Professional will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Design Professional's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Design Professional will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Design Professional will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Design Professional's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the Design Professional may be declared ineligible for further Government contracts in accordance with procedures

authorized in Executive Order No. 11246 of Sept 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Design Professional will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of Sept. 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Design Professional will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, That in the event the Design Professional becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Design Professional may request the United States to enter into such litigation to protect the interests of the United States.

II.

1. All geospatial data created pursuant to this Agreement that is submitted to the State Water Board for use by USEPA or that is submitted directly to USEPA must be consistent with Federal Geographic Data Committee endorsed standards. Information on these standards may be found at www.fgdc.gov.

FIRST AMENDMENTCITY OF SAN DIEGO PROJECT LABOR AGREEMENT
FOR CONSTRUCTION OF
PURE WATER PROGRAM PHASE I PROJECTS

This First Amendment is entered into pursuant to Article 20, Section 20.1, of the above-referenced Project Labor Agreement ("PLA"), effective June 16, 2020. The San Diego Building and Construction Trades Council (hereinafter "Council"), the signatory Craft Unions (hereinafter, together with the Council, collectively, the "Union" or "Unions"), and the Contractors performing work on Covered Projects agree to amend Appendix A - San Diego Pure Water Program Phase I Covered Projects to include the following additional Covered Projects:

11. Central Area Small-Scale Facility

- Associated Pure Water Project: Pure Water Phase II
- Summary: In preparation for the design of full-scale facilities, a Central Area Small-Scale Facility (CASSF) consisting of water reclamation processes (secondary/tertiary treatment consisting of biological nutrient removal (BNR) and membrane bioreactors (MBR)) and advanced water purification (AWP) process trains (ozone/BAC, membrane filtration, reverse osmosis, and UV/AOP) will be constructed and used to determine parameters for full scale design and demonstrate compliance with recycled water objectives. The CASSF will be located at Point Loma Wastewater Treatment Plant (PLWTP) with provision for drawing either primary effluent or dechlorinated sewage or a mix of both in any proportion to the CASSF.
- Summary of Major Construction Package Components
 - Influent wastewater pipeline
 - Secondary treatment consisting of biological nutrient removal and membrane bioreactor
 - Ozone treatment
 - Biological activated carbon
 - Membrane filtration
 - Reverse osmosis
 - Ultraviolet/advanced oxidation process
 - Instrumentation and controls

12. Pure Water Genesee Avenue Median Improvements

- Associated Pure Water Project: Moreno PS/PL Project
- Summary: Medians will be constructed along Genesee Ave between Nobel Dr and SR-52 and along Governor Dr between Genesee Ave and Radcliffe Dr.

- * Summary of Major Construction Package Components
 - o Removal of existing AC
 - o Install medians with a sinuous pattern of cobble, flat concrete, and shrubs/groundcover
 - o Temporary Irrigation

13. Penasquitos Pump Station Oxygenation System

- * Associated Pure Water Project: NCPWP
- * Summary: Septic water from the Penasquitos Pump Station has been linked to the poor performance of the processes at the NCWRP. The addition of high-purity oxygen can effectively prevent septicity by increasing the dissolved oxygen concentration in the wastewater and maintaining an aerobic environment during conveyance of wastewater from the PQPS to the NCWRP
- * Summary of Major Construction Package Components:
 - o High purity oxygenation system
 - o Communication system

The Unions and Contractors agree this First Amendment to the PLA represents the entire understanding of the parties and affects only Appendix A. All other terms and conditions of the PLA remain in full force and effect.

Dated: _____

SAN DIEGO BUILDING AND CONSTRUCTION
TRADES COUNCIL

By: DocuSigned by:
Carol Kim
Carol Kim, Business Manager

SIGNATORY UNIONS

By: <u>DocuSigned by: Michael Patterson Allied Workers Local 5</u>	By: <u>DocuSigned by: Luis Mirandis Boilermakers Local 92</u>
By: <u>DocuSigned by: Chris Brisson Brokers and Allied Crafts Local 4</u>	By: <u>DocuSigned by: Jose Alvarado Cement Masons Local 500/ Area 714</u>
By: <u>DocuSigned by: [Signature] Electrical Workers Local 569</u>	By: <u>DocuSigned by: Tony Garza Ironworkers Local 118</u>
By: <u>DocuSigned by: Ernesto Toscano Glue and Paper Coverings & Painters Local 1399</u>	By: <u>DocuSigned by: Brian Coleman Ironworkers Local 229</u>

By: <u>Val Macario</u> Laborers Local 89	By: <u>Tom Castleman</u> Plasterers Local 200
By: <u>Vince Uribe</u> Plasterers Local 1414	By: _____ Operating Engineers Local 12
By: _____ Operating Engineers Local 12	By: _____ Operating Engineers Local 12
By: <u>Steve Bruner</u> Painters & Pipefitters Local 230	By: <u>Todd Barry</u> Road Sprinkler Fitters Local 669
By: <u>Paul Colmenero</u> Roofers & Waterproofers Local 45	By: <u>Dave Bianchi</u> Sheet Metal Workers Local 206
By: <u>[Signature]</u> Laborers Local 1184	By: _____ Sheet Metal Workers Local 206
By: <u>Ed Lam</u> Lath & Plaster Local 345	By: <u>Jose Estrada</u> Tanners Local 166
By: <u>Ricardo Pina</u> Plasterers Local 345	By: <u>Ernesto Toscano</u> Tinsmiths & Sign Craft Local 831
By: _____ Southwest Regional Council of Carpenters	By: <u>SERGIO RUSCAN</u> Laborers Local 300

By: _____ Laborers Local 89	By: _____ Plaster Local 200
By: _____ Plaster Tenders Local 1414	By: _____ Operating Engineers Local 12
By: _____ Operating Engineers Local 12	By: _____ Operating Engineers Local 12
By: _____ Plumbers & Pipefitters Local 230	By: _____ Road Sprinkler Fitters Local 669
By: _____ Roofers & Waterproofers Local 45	By: _____ Sheet Metal Workers Local 206
By: _____ Laborers Local 1184	By: _____ Sheet Metal Workers Local 206
By: _____ Laborers Local 345	By: _____ Teamsters Local 166
By: _____ UA Local 345	By: _____ Tradeshow & Sign Craft Local 831
By: _____ Southwest Regional Council of Carpenters <small>Represented by</small>	By: _____ Laborers Local 300
By: <u>Jon Preciado</u> Southern California District Council of Laborers	

By: Laborers Local 89

By: Plasters Local 200

By: Plaster Tenders Local 1414

By: Operating Engineers Local 12

By: *Ronald J. Liorak*
Operating Engineers Local 12

By: *[Signature]*
Operating Engineers Local 12

By: Plumbers & Pipefitters Local 230

By: Road Sprinkler Fitters Local 669

By: Roofers & Waterproofers Local 45

By: Sheet Metal Workers Local 206

By: Laborers Local 1184

By: Sheet Metal Workers Local 206

By: Laborers Local 345

By: Teamsters Local 166

By: UA Local 345

By: Tradeshow & Sign Craft Local 831

By: Southwest Regional Council of Carpenters

By: Laborers Local 300

CITY OF SAN DIEGO
PROJECT LABOR AGREEMENT
FOR CONSTRUCTION OF PURE WATER PROGRAM
PHASE I PROJECTS

Effective Date: June 16, 2020

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 RECITALS	- 1 -
ARTICLE 2 DEFINITIONS	- 3 -
ARTICLE 3 SCOPE OF THE AGREEMENT	- 5 -
ARTICLE 4 UNION RECOGNITION AND EMPLOYMENT.....	- 9 -
ARTICLE 5 UNION ACCESS AND STEWARDS.....	- 15 -
ARTICLE 6 WAGES AND BENEFITS.....	- 16 -
ARTICLE 7 WORK STOPPAGES AND LOCKOUTS	- 19 -
ARTICLE 8 WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES	- 23 -
ARTICLE 9 MANAGEMENT RIGHTS.....	- 24 -
ARTICLE 10 SETTLEMENT OF GRIEVANCES AND DISPUTES	- 26 -
ARTICLE 11 COMPLIANCE	- 29 -
ARTICLE 12 SAFETY AND PROTECTION OF PERSON AND PROPERTY	- 30 -
ARTICLE 13 TRAVEL AND SUBSISTENCE.....	- 30 -
ARTICLE 14 APPRENTICES.....	- 31 -
ARTICLE 15 LEGAL ACTION	- 32 -
ARTICLE 16 PRE-JOB CONFERENCE.....	- 32 -
ARTICLE 17 LABOR/MANAGEMENT AND COOPERATION	- 33 -
ARTICLE 18 SAVINGS AND SEPARABILITY	- 34 -
ARTICLE 19 WAIVER.....	- 35 -

TABLE OF CONTENTS
(Continued)

	<u>Page</u>
ARTICLE 20 AMENDMENTS	- 35 -
ARTICLE 21 DURATION OF THE PLA.....	- 35 -
ARTICLE 22 WORK AND ECONOMIC OPPORTUNITY	- 37 -
ARTICLE 23 HELMETS TO HARDHATS.....	- 39 -
ATTACHMENT A – LETTER OF ASSENT.....	- 42 -
ATTACHMENT B-1 – WORKFORCE DISPATCH REQUEST FORM	- 43 -
ATTACHMENT B-2 – CONTRACTOR CORE WORKFORCE FORM	- 44 -
ATTACHMENT C – DRUG AND ALCOHOL TESTING POLICY	- 45 -
APPENDIX A – SAN DIEGO PURE WATER PROGRAM PHASE I COVERED PROJECTS.....	- 51 -
APPENDIX B MEMORANDUM OF UNDERSTANDING #1 PROJECT LABOR AGREEMENT SECTION 3.1	- 59 -

CITY OF SAN DIEGO
PROJECT LABOR AGREEMENT
FOR CONSTRUCTION OF PURE WATER PROGRAM
PHASE I COVERED PROJECTS

This Project Labor Agreement (hereinafter, "PLA" or "Agreement") is entered into this 16th day of June, 2020 by and between the San Diego Building and Construction Trades Council (hereinafter "Council"), and the signatory Craft Unions (hereinafter, together with the Council, collectively, the "Union" or "Unions"), and the Contractors performing work on Covered Projects that are subject to this Agreement. The City of San Diego is not a signatory Party to this Agreement, but shall be considered a "negotiating party" and will be responsible for implementing and administering the Agreement as described herein together with the Council, Unions and Contractors.

ARTICLE 1

RECITALS

WHEREAS, the City desires the completion of the Pure Water Program Phase I Projects in a professional, safe, efficient, and economical manner, without undue delay or work stoppage; and

WHEREAS, the successful completion of the City's Pure Water Program Phase I Projects are of the utmost importance to the rate payers and the City; and

WHEREAS, the Parties have pledged their full commitment to work towards a mutually satisfactory completion of the Pure Water Program Phase I Projects; and

WHEREAS, large numbers of workers of various skills will be required in the performance of the construction work on the Pure Water Program Phase I Projects, including workers affiliated with and/or represented by the Unions; and

WHEREAS, it is recognized that on construction projects with multiple contractors and bargaining units on the job site at the same time over an extended period of time, the potential for work disruption is substantial without an overriding commitment to maintain continuity of work; and

WHEREAS, the Parties agree that by establishing and stabilizing wages, hours, and working conditions for the workers employed on the Pure Water Program Phase I Projects, a

satisfactory, continuous, and harmonious relationship will exist among labor and management that will lead to the efficient and economical completion of Covered Projects; and

WHEREAS, in recognition of the special needs of the Project Work and to maintain a spirit of harmony, labor-management relations, peace, and stability during the term of this PLA, the Parties agree to establish effective and binding methods for the settlement of all misunderstandings, disputes and grievances without any strikes, slowdowns, work interruptions, or disruption of Project Work, and the Contractors agree not to engage in any lockout.

WHEREAS, the City places high priority upon the development of comprehensive programs for the recruitment, training, and employment of City Residents and Targeted Workers, and also recognizes the ability of local Apprenticeship Programs to provide meaningful and sustainable careers in the building and construction industry. The Parties will encourage City Residents and Targeted Workers to participate in Project Work through programs and procedures jointly developed to prepare and encourage such individuals for entrance into Apprenticeship Programs and formal employment on the Project Work through the referral programs sponsored and/or supported by the Parties to this PLA.; and

WHEREAS, the Project Work will provide opportunities for Disadvantaged Business Enterprises to participate as Contractors, subcontractors, or suppliers, and the Parties therefore agree that they will cooperate with all efforts of the City, the Project Labor Coordinator, and other organizations retained by the City for this purpose, to encourage and assist the participation of Disadvantaged Business Enterprises in the Project Work. Specifically, all Parties understand that the City has established and quantified goals which place a strong emphasis on the utilization of Disadvantaged Business Enterprises on the Project. Each Party agrees that it shall participate in outreach programs and provide education, and assistance to businesses not familiar with working on projects of this scope. Further, the Parties shall ensure that the provisions of this PLA do not inadvertently establish impediments to participation of such Disadvantaged Business Enterprises, City Residents and Targeted Workers.

WHEREAS, it is further understood that the City is a real party in interest to this Agreement and shall actively administer and enforce the obligations of this PLA to ensure that the benefits of this Agreement flow to all signatory Parties, craft persons working under it, and the rate payers and residents of the City. The City will send a letter to the Council to signify that the City will be performing its obligation under this Agreement and will designate a "Project Labor Coordinator," either from its own staff and/or an independent contractor acting on behalf of the City, to monitor and enforce compliance with this PLA. In addition, this letter will state that the City will include and incorporate this Agreement into each Covered Project's construction documents. The Project Labor Coordinator, as the authorized representative of the City, will assist with the development and implementation of the programs referenced in this PLA, all of which are critical to fulfilling the intent and purposes of the Parties and this PLA.

NOW, THEREFORE, IT IS AGREED BETWEEN AND AMONG THE PARTIES AS FOLLOWS:

ARTICLE 2

DEFINITIONS

Capitalized terms utilized in this PLA which are not otherwise defined herein shall have the meanings ascribed to said terms below.

“Agreement” means this Project Labor Agreement (PLA).

“Applicable Prevailing Determination” means the prevailing wage determinations applicable to Project Work pursuant to the State of California Labor Code.

“Apprentice” means an apprentice properly registered in an Apprenticeship Program for the entire time they are employed on a Covered Project.

“Apprenticeship Program” as used in this PLA shall be defined as an apprenticeship program certified by the State of California.

“City” means the City of San Diego and its departments delivering the Covered Projects.

“City Resident” means a City of San Diego permanent resident at the time of initial employment on a Covered Project or a Veteran residing anywhere.

“Contractor” means any contractor to whom the City awards a Construction Contract for Project Work and all subcontractors utilized by such Contractors for Project Work. The term “Contractor” includes any individual, firm, partnership, corporation, owner operator, or combination thereof, including joint ventures, that has entered into a contract with the City for Project Work, or any subcontractor who has signed a contract with a Contractor or another subcontractor for Project Work.

“Core Employees” are defined in Article 4, Section 4.6 (e).

“Council” means the San Diego County Building & Construction Trades Council.

“Covered Contract” means a contract awarded to a Contractor by the City for a Pure Water Program Phase I Project identified in Appendix A.

“Covered Project” or “Project Work” means a Pure Water Program Phase I Project that is identified in Appendix A and is limited to the construction site of work.

“Disadvantaged Business Enterprise” means a firm that has been certified via the Department of Transportation, but also includes: Minority Business Enterprises or Woman Business Enterprises certified by the Department of Transportation or the California Public Utilities Commission; and Small Local Business Enterprises or Emerging Local Business Enterprises certified by the City.

“Prime Contractor” means the prime Contractor awarded a Covered Contract in privity directly with the City.

“Project Labor Coordinator” means the designee of the City, either from its own staff and/or an independent entity acting on behalf of the City, to monitor compliance with this Agreement and assist with developing, implementing and administering the requirements, policies and programs referenced herein.

“Schedule A’s” means the local master labor agreements of the Unions.

“Targeted Worker” means any individual qualifying for one (1) or more of the following Targeted Worker categories:

- (a) Is a Veteran, or is the eligible spouse of a “Veteran of the United States armed forces, under Section 2(a) of the Jobs for Veterans Act (38 United States Code [U.S.C.] 4215[a]);
- (b) At initial time of employment on a Covered Project, is an Apprentice with less than ten (10) percent of the work hours required for graduation to become a Journeyperson;
- (c) Has no high school diploma or general education diploma (GED);
- (d) Is homeless or has been homeless within the last year;
- (e) Is a former foster youth;
- (f) Is a custodial single parent;
- (g) Is experiencing protracted unemployment (receiving unemployment benefits for at least three [3] months);
- (h) Is a current recipient of government cash or food assistance benefits;
- (i) Has a documented income at or below 100 percent of the Federal Poverty Level;

(j) Is formerly incarcerated with a history of involvement with the criminal justice system.

“Union” or “Unions” means any labor organization signatory to this Agreement acting in their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have, through their officers, executed this Agreement.

“Veteran” means a veteran or the eligible spouse of a veteran of the United States armed forces, under Section 2(a) of the Jobs for Veterans Act (38 U.S.C. 4215[a]);

ARTICLE 3

SCOPE OF THE AGREEMENT

Section 3.1 This PLA is limited to covering all onsite construction work within the scope of each Covered Contract.

Section 3.2 **Exclusions.** Items specifically excluded from the scope of this PLA include the following:

(a) Work of non-manual employees including but not limited to, superintendents, supervisors, staff engineers, quality control and quality assurance personnel, timekeepers, mail carriers, clerks, office workers, messengers, guards, safety personnel, emergency medical and first aid technicians, and other professional, engineering, administrative, supervisory, and management employees; and

(b) All offsite manufacturing, fabrication, deliveries, maintenance, and handling of materials, equipment, or machinery, and the offsite hauling of materials of any kind to or from the Covered Project site. However, any lay down or storage areas for equipment or material and manufacturing (i.e. prefabrication) sites dedicated solely for the project, and the movement of materials or goods between locations on a Covered Project site are within the scope of the PLA. On-site fabrication work includes work done for the Project in temporary yards or areas near the Project. On-site construction shall also include the site of any batch plant constructed solely to supply materials to the Project; and

(c) All employees of the City, Project Labor Coordinator, design teams (including, but not limited to, architects, engineers, and master planners), or any other consultants for the City (including, but not limited to, project managers and

construction managers and their employees where not engaged in Project Work) and their subconsultants, and other employees of professional service organizations, not performing manual labor within the scope of this PLA. Notwithstanding the foregoing, however, this exclusion shall not apply to the classifications for Surveyors and/or Building/Construction Inspectors and/or Field Soils and Material Testers (Inspectors) unless they are City employees. This inclusion applies to the scope of work defined in the State of California Wage Determination for Surveyors and/or Building/Construction Inspectors and/or Field Soils and Material Testers (Inspectors). This shall also specifically include such work where it is referred to by utilization of such terms as "quality control" or "quality assurance." Every Inspector performing under these classifications on Covered Projects pursuant to a professional services agreement, a contract entered into directly with the City, or a contract with a Contractor shall be bound to all applicable requirements of this Agreement; and

(d) Any work performed on or near or leading to or into a site of work covered by this PLA and undertaken by state, county, city, or other governmental bodies, or their contractors (other than work within the scope of this PLA undertaken by contractors to the City); or by private utilities, or their contractors; and

(e) Work performed by employees of a manufacturer or vendor on the manufacturer's or vendor's equipment, if required by the warranty agreement in order to maintain the warranty or guarantee, and provided that the warranty agreement is the manufacturer's or vendor's usual and customary warranty agreement for such equipment and is consistent with industry practice; and

(f) Specialized or technical work requiring specialized training, unique skills, or a level of specific technical experience which employees represented by the Union do not possess. At least ten (10) working days notice shall be given to the Council before any work is performed pursuant to this exemption.; and

(g) Laboratory work for testing; and

(h) Non-construction support services contracted by the City, Project Labor Coordinator, or Contractor in connection with this Project.

Section 3.3 Awarding of Contracts.

(a) The City has the absolute right to bid or award Covered Contracts regardless of delivery method to any Contractor notwithstanding the existence or non-existence of any agreements between such Contractor and any Union Parties,

provided only that such Contractor is willing, ready, and able to execute and comply with this PLA should such Contractor be awarded work covered by this PLA.

(b) It is agreed that all Contractors who have been awarded a contract for Project Work shall be required to accept and be bound by the terms and conditions of this PLA. Contractors shall evidence their acceptance of this Agreement by executing a Letter of Assent as set forth in Attachment A hereto. The Prime Contractor must sign and submit the Letter of Assent as a condition of award prior to the execution of a Covered Contract. No Contractor shall commence Project Work without first providing a copy of the signed Letter of Assent to the Project Labor Coordinator.

(c) The City and Prime Contractors agree that to the extent permitted by law and consistent with the economy and efficiency of construction and operation, it will use its best efforts to purchase materials, equipment, and supplies that will not create labor strife. Under all circumstances, however, the City and Prime Contractors shall retain the absolute right to select the lowest responsive and responsible bidder for the award of contracts on all Covered Projects.

Section 3.4 Coverage Exception. The Parties agree and understand that this PLA shall not apply to any work that would otherwise be covered Project Work if a governmental agency or granting authority partially or fully funding such work determines that it will not fund the Project Work if it is covered by this PLA. The City agrees that it will make every effort to establish the inclusion of this PLA with any governmental agency or granting authority funding a Covered Project.

Section 3.5 Schedule A's.

(a) The provisions of this PLA, including the Schedule A's (which are the local Master Labor Agreements of the signatory Unions having jurisdiction over the work on the Project, as such may be changed from time to time consistent with Section 21.3, and which are incorporated herein by reference), shall apply to the work covered by this PLA, notwithstanding the provisions of any other local, area and/or national agreement that may conflict with or differ from the terms of this PLA. Where a subject covered by the provisions of this PLA is also covered by a Schedule A, the provisions of this PLA shall prevail. Where a subject is covered by a provision of a Schedule A and not covered by this PLA, the provisions of the Schedule A shall prevail. Any dispute as to the applicable source between this PLA and any Schedule A shall be resolved under the procedures established in Article 10.

(b) It is understood that this PLA, together with the referenced Schedule A's, constitutes a self-contained, stand-alone agreement and, by virtue of having become bound to this PLA, the Contractor will not be obligated to sign any other local, area, or national collective bargaining agreement as a condition of performing work within the scope of this PLA (provided, however, that the Contractor may be required to sign a uniformly applied non-discriminatory Participation or Subscription Agreement at the request of the trustees or administrator of a trust fund established pursuant to Section 302 of the Labor Management Relations Act, and to which such Contractor may be bound to make contributions under this PLA, provided that such Participation or Subscription Agreement does not purport to bind the Contractor beyond the terms and conditions of this PLA and/or expand its obligation to make contributions pursuant thereto). It shall be the responsibility of the Prime Contractor to have each of its Contractors of any tier sign the documents with the appropriate Union prior to the Contractor beginning Project Work.

Section 3.6 The Parties agree that this PLA will be made available to, and will fully apply to, any successful bidder for Project Work, without regard to whether that successful bidder performs work at other sites on either a Union or non-Union basis. This PLA shall not apply to any work of any Contractor other than that on Project Work specifically covered by this PLA.

Section 3.7 Binding Signatories Only. This PLA and Letter of Assent shall only be binding on the signatory Parties hereto, and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such Party.

Section 3.8 Other City Work. Nothing contained herein shall be interpreted to prohibit, restrict, or interfere with the performance of any other operation, work, or function not covered by this PLA, which may be performed by City employees or contracted for by the City for its own account, on its property, or in and around a project site.

Section 3.9 Separate Liability. It is understood that the liability of the Contractor(s) and the liability of the separate Unions under this PLA shall be several and not joint. The Unions agree that this PLA does not have the effect of creating any joint employment status between or among the City or Project Labor Coordinator and/or any Contractor.

Section 3.10 Completed Project Work. As areas of Project Work are accepted by the City, this PLA shall have no further force or effect on such items or areas except where the Contractor is directed by the City or its representatives to engage in repairs, modification and/or check-out functions required by its contract(s) with the City.

Section 3.11 Except for all work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement, and the National Cooling Tower Agreement, all instrument calibrations work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors, with the exception of Article 7 (Work Stoppages and Lockouts), Article 8 (Work Assignments and Jurisdictional Disputes) and Article 10 (Settlement of Grievances and Disputes) of this PLA, which shall apply to such work.

ARTICLE 4

UNION RECOGNITION AND EMPLOYMENT

Section 4.1 Recognition. The Contractor recognizes the Unions as the exclusive bargaining representative for the employees engaged in Project Work. Such recognition does not extend beyond the period when the employee is engaged in Project Work.

Section 4.2 Contractor Selection of Employees: The Contractor shall have the right to determine the competency of all employees, the number of employees required, the duties of such employees within their craft jurisdiction, and shall have the sole responsibility for selecting employees to be laid off, consistent with this Article. The Contractor shall also have the right to reject any applicant referred by a Union for any reason, subject to any reporting time requirements of the applicable Schedule A; provided, however, that such right is exercised in good faith and not for the purpose of avoiding the Contractor's commitment to employ qualified workers through the procedures endorsed in this PLA.

Section 4.3 Referral Procedures.

(a) For signatory Unions to this Agreement having a job referral system contained in a Schedule A, the Contractor agrees to comply with such system and it shall be used exclusively by such Contractor, except as modified by this PLA. Such job referral system will be operated in a nondiscriminatory manner and in full compliance with federal, state, and local laws and regulations that require equal employment opportunities and non-discrimination. All of the foregoing hiring procedures, including related practices affecting apprenticeship, shall be operated so as to consider the goals of the City to encourage employment of City Residents, Targeted Workers, and utilization of Disadvantaged Business Enterprises on the Project Work, and to facilitate the ability of all Contractors to meet their employment needs.

(b) The local Unions will exert their best efforts to recruit and refer sufficient numbers of skilled craft workers to fulfill the labor requirements of the Contractor, including specific employment obligations to which the Contractor may be legally and/or contractually obligated; and to refer Apprentices as requested to develop a larger, skilled workforce. The Unions will work with the Project Labor Coordinator and others designated by the City, to identify and refer competent craft persons as needed for Project Work, and to identify individuals, particularly City Residents and Targeted Workers, for entrance into Apprenticeship Programs, or participation in other identified programs and procedures to assist individuals in qualifying and becoming eligible for such Apprenticeship Programs, all maintained to increase the available supply of skilled craft personnel for Project Work and future construction work to be undertaken by the City.

(c) The Union shall not knowingly refer an employee currently employed by a Contractor on Project Work to any other Contractor.

Section 4.4 Non-Discrimination in Referral, Employment, and Contracting. The Unions and Contractors agree that they will not discriminate against any employee or applicant for employment on the basis of race, color, religion, gender, national origin, age, Union status, sex, sexual orientation, marital status, political affiliation, or disability. Further, it is recognized that the City has certain policies, programs, and goals for the utilization of Disadvantaged Business Enterprises. The Parties shall jointly endeavor to assure that these commitments are fully met, and that any provisions of this PLA that may appear to interfere with Disadvantaged Business Enterprises successfully bidding for work on Covered Projects shall be carefully reviewed, and adjustments made as may be appropriate and agreed upon among the Parties, to ensure full compliance with the spirit and letter of the City's policies and commitment to its goals for the significant utilization of Disadvantaged Business Enterprises as Contractors, vendors or suppliers on Project Work.

Section 4.5 Employment of City Residents and Targeted Workers.

(a) In recognition of the City's mission to serve the City and its residents, the Unions and Contractors agree that, to the extent allowed by law, and as long as they possess the requisite skills and qualifications, residents of the City of San Diego, hereafter "City Residents", shall be first referred for Project Work. A "City Resident" is defined as a City of San Diego permanent resident at the time of initial employment on a Covered Project or a Veteran residing anywhere. The

list of qualifying zip codes for City Residents is included within Attachment B-1, Workforce Dispatch Request Form.

(b) The Contractors and Unions agree to work together to achieve a goal of at least thirty-five (35) percent of the total construction craft hours worked on each Covered Project be performed by City Residents.

(c) The Contractors and Unions agree to work together to achieve a goal of at least ten (10) percent of the total construction craft hours worked on each Covered Project be performed by Targeted Workers. Hours worked by Targeted Workers who are also City Residents may be applied to the City Resident participation goal.

(d) Professional services agreements entered into by the City for covered surveying or inspection services, which are separate and apart from the Construction Contract for a Covered Project, are exempt from the foregoing City Resident and Targeted Worker hiring goals.

(e) To facilitate the dispatch of City Residents, as well as all Contractor requests for referral and dispatch of workers from the applicable Union referral system, all Contractors are required to utilize the Workforce Dispatch Request Form for Covered Projects, a sample of which is attached as Attachment B-1.

(f) The Project Labor Coordinator shall work with the Unions and Contractors in the administration, monitoring, and the reporting of the foregoing City Resident and Targeted Worker hiring goals.

(g) The Parties recognize that the Pure Water Program Phase I Projects have multiple funding sources. If a particular funding source applied by the City to a Covered Project does not allow geographic preference for hiring local craft workers, the foregoing City Resident participation requirement will not be applicable to that Covered Project. The City reserves the right to apply Pure Water Program Phase I funding as it chooses and will make every effort to fund the Covered Projects to encourage inclusivity of City Residents.

Section 4.6 Core Employees. This Section only applies to Contractors who are not directly signatory to an applicable Schedule A.

(a) Disadvantaged Business Enterprise. The Parties recognize the City's interest in promoting competition and inclusion of Disadvantaged Business Enterprises, which may not be signatory to a current Schedule A. In order to promote participation and attract Disadvantaged Business Enterprises to work

under this Agreement, and subject to the limitations set forth below, each Contractor that is a Disadvantaged Business Enterprise may first employ three (3) of its core employees per craft on each Covered Project prior to employing an employee through the appropriate Union hiring hall. The next (fourth) employee shall be hired from the appropriate Union hiring hall and thereafter, such Contractor may employ, as needed, two (2) additional Core Employees in an alternating manner with Union referrals, up to a total of five (5) Core Employees. Thereafter, all additional employees in the affected trade or craft shall be requested and referred from the appropriate Union hiring hall.

The foregoing Core Employee hiring procedure for Disadvantaged Business Enterprises is subject to the following limitations:

(1) Disadvantaged Business Enterprises with an individual subcontract value of \$500,000 or less and;

(2) Disadvantaged Business Enterprises are limited to utilizing the foregoing Core Employee hiring procedure to one (1) subcontract per Covered Project and;

(3) The total value of all subcontracts utilizing the foregoing Core Employee hiring procedure shall not exceed ten (10) percent of the total value of each Covered Project; and

(4) In order to assist the Project Labor Coordinator monitor compliance with this Section, each Prime Contractor will be responsible for tracking, reporting and providing notice to the Project Labor Coordinator describing each Disadvantaged Business Enterprise subcontract that qualifies for the foregoing hiring procedure prior to work commencing.

(b) Employers who do not qualify for the hiring procedure set forth in Section 4.6(a), and who are not otherwise signatory to a current Schedule A, may employ, as needed, first, a Core Employee, then an employee through a referral from the appropriate Union hiring hall, then a second Core Employee, then a second employee through the referral system, and so on until a maximum of three (3) Core Employees are employed per craft on each Covered Project. Thereafter, all additional employees in the affected trade or craft shall be requested and referred from the appropriate Union hiring hall in accordance with this Article. Contractors employing more than fifty (50) craft workers at the same time in a specific trade on a Covered Project may hire an additional two (2) Core Employees.

(c) Section 4.6 only applies to Contractors who are not directly signatory to a current Schedule A for the craft worker in its employ and is not intended to limit the transfer provisions of the Schedule A of any trade. As part of this process, and in order to facilitate the contract administration procedures, as well as appropriate fringe benefit fund coverage, all Contractors shall require their Core Employees and any other persons employed other than through the referral process, to register with the appropriate Union hiring hall, if any, prior to their first day of employment working under the Construction Contract at the project site.

(d) Prior to each Contractor performing any work on a Covered Project, each Contractor shall provide a list of Core Employees to the Project Labor Coordinator and the Council. After submitting the Core Employee list prior to commencing work, Contractors shall not make any changes or substitutions to the Core Employee list for the duration of the Covered Project. Failure to submit the Core Employee list prior to work commencing will prohibit the Contractor from using any Core Employees for 30 calendar days after the list is provided to the Project Labor Coordinator and Council.

(e) Upon request by any Party to this Agreement, the Contractor hiring any Core Employee shall provide satisfactory proof (i.e., payroll records, quarterly tax records, and such other documentation) evidencing the Core Employee's qualification as a Core Employee to the Project Labor Coordinator and the Council.

(f) Core Employees must meet the following eligibility requirements to qualify for employment on Covered Projects:

(1) A Core Employee must be either a journeyman or Apprentice and appear on the Contractor's active payroll for at least ninety (90) of the last one-hundred-eighty (180) working days prior to being designated as a Core Employee. The date a Core Employee is designated is the date the Core Employee list is submitted to the Project Labor Coordinator and Council prior to the Contractor commencing work; and

(2) A Core Employee must possess any license required by state or federal law for the Project Work to be performed; and

(3) A Core Employee must have the ability to safely perform the basic functions of the applicable trade.

(g) In addition to the core employee provisions set forth herein, all Contractors may avail themselves of any opportunity provided for in the applicable Schedule A's to call for specific employees by name.

(h) During any layoffs or reductions in workforce, Contractors shall layoff employees in an order and manner consistent with the Core Employee hiring procedures and maintain the required Core Employee-to-Union referral ratios required by this Section for the duration of each Covered Project.

Section 4.7 Time for Referral. If any Union's registration and referral system does not fulfill the requirements for specific classifications of covered employees (including City Residents) requested by any Contractor within forty-eight (48) hours (excluding Saturdays, Sundays, and holidays), that Contractor may employ Core Employees without reference to the ratio requirements in Section 4.6 or use employment sources other than the Union registration and referral services, and may employ applicants from any other available source. The Contractor should promptly inform the Union of any applicants hired from other sources, and such applicants shall register with the appropriate hiring hall, if any.

Section 4.8 Lack of Referral Procedure. If a signatory local Union does not have a job referral system as set forth in Section 4.3 above, the Contractors shall give the Union equal opportunity to refer applicants. The Contractors shall notify the Union of employees so hired, as set forth in Section 4.7.

Section 4.9 Union Membership. Employees are not required to become or remain union members as a condition of performing Covered Work under this Agreement. Employers shall make and transmit all deductions for union dues, fees, and assessments that have been authorized by employees in writing in accordance with the applicable Schedule A. Nothing in this Section 4.9 is intended to supersede the requirements of the applicable Schedule A's as to those Employers otherwise signatory to such Schedule A and as to the employees of those Employers who are performing Covered Work.

Section 4.10 Foremen. The selection and number of craft foremen and/or general foremen shall be the responsibility of the Contractor, consistent with the Schedule A's. All foremen shall take orders exclusively from the designated Contractor representatives. Craft foremen shall be designated as working foreman at the request of the Contractors.

Section 4.11 Skilled and Trained Workforce. All Contractors performing Project Work are required to provide the City with an enforceable commitment that a skilled and

trained workforce will be used to complete the construction contract or project, in accordance with City Council Resolution Number R-312062.

ARTICLE 5

UNION ACCESS AND STEWARDS

Section 5.1 Access to Project Sites. Authorized representatives of the Union shall have access to Project Work, provided that they do not interfere with the work of employees and further provided that such representatives fully comply with posted visitor, security, and safety rules.

Section 5.2 Stewards.

(a) Each signatory local Union shall have the right to dispatch a working journey person as a steward for each shift, and shall notify the Contractor in writing of the identity of the designated steward or stewards prior to the assumption of such person's duties as steward. Such designated steward or stewards shall not exercise any supervisory functions. There will be no non-working stewards. Stewards will receive the regular rate of pay for their respective crafts.

(b) In addition to his/her work as an employee, the steward should have the right to receive, but not to solicit, complaints or grievances and to discuss and assist in the adjustment of the same with the employee's appropriate supervisor. Each steward should be concerned only with the employees of the steward's Contractor and not with the employees of any other Contractor. The Contractor will not discriminate against the steward in the proper performance of his/her Union duties.

(c) When a Contractor has multiple, non-contiguous work locations at one site, the Contractor may request and the Union shall appoint such additional working stewards as the Contractor requests to provide independent coverage of one or more such locations. In such cases, a steward may not service more than one work location without the approval of the Contractor.

(d) The stewards shall not have the right to determine when overtime shall be worked or who shall work overtime.

Section 5.3 Steward Layoff/Discharge. The Contractor agrees to notify the appropriate Union twenty-four (24) hours before the layoff of a steward, except in the case of

disciplinary discharge for just cause. If the steward is protected against such layoff by the provisions of the applicable Schedule A, such provisions shall be recognized when the steward possesses the necessary qualifications to perform the remaining work. In any case in which the steward is discharged or disciplined for just cause, the appropriate Union will be notified immediately by the Contractor, and such discharge or discipline shall not become final (subject to any later filed grievance) until twenty-four (24) hours after such notice has been given.

Section 5.4 Employees on Non-Project Work. On work where the personnel of the City may be working in close proximity to the construction activities covered by this PLA, the Union agrees that the Union representatives, stewards, and individual workers will not interfere with the City personnel, or with personnel employed by any other employer not a Party to this PLA.

ARTICLE 6

WAGES AND BENEFITS

Section 6.1 Wages. At a minimum, all employees covered by this PLA shall be classified in accordance with work performed and paid the hourly wage rates for those classifications in compliance with the Applicable Prevailing Wage Determination established pursuant to the California Labor Code by the California Department of Industrial Relations.

Section 6.2 Benefits.

(a) Subject to the exception set forth below for Disadvantaged Business Enterprises, otherwise, for all employees performing Project Work, Contractors shall pay all fringe benefits and other required employer contributions to the established Union employee benefit funds in the amounts required by the applicable Schedule A. In addition, the Contractors and Unions agree that only such bona fide employee benefits that accrue to the direct benefit of the employees (such as pension and annuity, health and welfare, vacation, apprenticeship, and training funds) shall be included in this requirement and required to be paid by the Contractor on Covered Projects. These Contractor contributions shall not exceed the contribution amounts set forth in the Applicable Prevailing Wage Determination.

Union Benefit Fund Contributions for Disadvantaged Business Enterprises.
Disadvantaged Business Enterprises are exempt from paying fringe benefits and

other required employer contributions on behalf of their Core Employees to the Union employee benefit funds, subject to the following exemption limitations:

- (1) The exemption is only applicable to Disadvantaged Business Enterprises with an individual subcontract value of \$500,000 or less and;
- (2) Disadvantaged Business Enterprises are limited to utilizing this exemption for one subcontract per Covered Project and;
- (3) The total value of all subcontracts utilizing this exemption shall not exceed ten (10) percent of the total value of each Covered Project; and
- (4) Disadvantaged Business Enterprises utilizing this exemption are still required to pay all fringe benefits and other required employer contributions to the established Union employee benefit funds for all employees other than their Core Employees, and must comply with the applicable prevailing wage requirements, including the payment of fringe benefits, for all employees performing Project Work; and
- (5) In order to assist the Project Labor Coordinator monitor utilization of this exemption, each Prime Contractor will be responsible for tracking, reporting and providing notice to the Project Labor Coordinator about each Disadvantaged Business Enterprise subcontract that qualifies and intends to utilize this exemption prior to work commencing.

(b) Where applicable, the Contractor adopts and agrees to be bound by the written terms of the applicable, legally established, Union trust agreement(s) specifying the detailed basis how payments will be made into, and benefits paid out of, such trust funds for its employees. The Contractor authorizes the Parties to such trust funds to appoint trustees and successors' trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor. The Contractor obligations to the applicable Union benefit fund(s) and trust agreement(s) are limited to work performed on a Covered Project. The applicable Union benefit funds and trust agreement(s) to each Contractor are determined by the pre-job conference and Union work assignment process described in Articles 8 and 16.

(c) Each Contractor is required to certify to the Project Labor Coordinator that it has paid all benefit contributions due and owing to the appropriate Union trust(s) and benefit funds prior to the receipt of its final payment and/or retention. Further, upon timely notification by a Union to the Project Labor Coordinator, the Project Labor Coordinator shall work with any Contractor who is delinquent in

payments to assure that proper benefit contributions are made, to the extent of requesting the City or the prime Contractor to withhold payments otherwise due such Contractor, until such contributions have been made or otherwise guaranteed.

(d) Notwithstanding any other provisions, this Agreement is an agreement under Section 8(f) of the National Labor Relations Act (NLRA), which covers work performed in the building and construction industry. In addition, the work performed under this Agreement qualifies for the Construction Industry Exemption under the Employee Retirement and Income Security Act of 1974 ("ERISA"), as amended as well. If any Union Pension Trust Fund ("Fund") covered by the terms and conditions of this Agreement does not qualify for the Construction Industry Exemption authorized by Section 4203 (B)(1)(i), of the Employee Retirement Income Security Act of 1974 ("ERISA") as amended, 29 U.S.C. 1383(b)(1)(i), or has not taken the necessary steps to amend the Fund documents to qualify for the Construction Industry Exemption as authorized by Section 4203(B)(1)(ii) of ERISA, as amended, 29 U.S.C. 1383(b)(1)(B)(ii); and to recognize the work performed under this Agreement to qualify for the Construction Industry Exemption; the Contractor's signatory to this Agreement will not be obligated to make pension fund contributions to that Fund. In such an event, the Contractor shall pay all required amounts otherwise allocated for payment toward the non-exempt Fund to the employees' wages or other bona fide retirement plan program pursuant to applicable prevailing wage requirements.

Section 6.3 Wage Premiums. Wage premiums, including, but not limited to, pay based on height of work, shift premiums, hazard pay, scaffold pay, and special skills shall not be applicable to work under this PLA, except to the extent provided for in any applicable prevailing wage determination.

Section 6.4 Compliance with Prevailing Wage Laws. All complaints regarding possible prevailing wage violations may be referred to the Project Labor Coordinator or Labor Compliance Program, if any, for processing, investigation and resolution, and if not resolved within thirty (30) calendar days, may be referred by any Party to the State Labor Commissioner. To facilitate compliance with applicable prevailing wage laws, the City and each Contractor agree to provide copies of certified payroll reports, redacted only to the extent required by law, to the Unions (or to any Labor Management Cooperation Committee in which a Union or its affiliate participates) within ten (10) days of their request.

ARTICLE 7

WORK STOPPAGES AND LOCKOUTS

Section 7.1 No Work Stoppages or Disruptive Activity. The Council and the Unions signatory hereto agree that they, nor their respective officers, or agents or representatives, shall incite or encourage, condone or participate in any strike, walk-out, slowdown, picketing, observation of picket lines, or other activity of any nature or kind whatsoever, for any cause or dispute whatsoever with respect to or any way related to Project Work, or which interferes with or otherwise disrupts Project Work, or with respect to or related to the City or Contractors or subcontractors, including, but not limited to, economic strikes, unfair labor practice strikes, safety strikes, sympathy strikes, and jurisdictional strikes whether or not the underlying dispute is arbitrable. Any such actions by the Council, or Unions, or their members, agents, representatives, or the employees they represent shall constitute a material violation of this PLA. The Council and the Union shall take all steps necessary to obtain compliance with this Article.

Section 7.2 Employee Violations. The Contractor may discharge any employee violating Section 7.1 above, and any such employee will not be eligible for rehire under this PLA.

Section 7.3 Standing to Enforce. The City, the Project Labor Coordinator, or any Contractor affected by an alleged violation of Section 7.1 shall have standing and the right to enforce the obligations established therein.

Section 7.4 Expiration of Schedule A's. If a collective bargaining agreement between a signatory Contractor and one or more of the Union(s) expires before the Contractor completes the performance of a Covered Contract for a Covered Project, and the Union or the Contractor gives notice of demand for a new or modified collective bargaining agreement, the Unions agree that they will not strike the Contractor on any Covered Project, and the Union and the Contractor agree that the expired collective bargaining agreement will continue in full force and effect for the Project Work until a new or modified collective bargaining agreement is reached between the Union and the Contractor. If the new or modified collective bargaining agreement reached between the Union and the Contractor provides that any terms of the collective bargaining agreement shall be retroactive, the Contractor agrees to comply, consistent with the terms of this PLA and the Prevailing Wage Statute, with any retroactive terms of the new or modified collective bargaining agreement which are applicable to employees of said Contractor that are employed on a Covered Project within seven (7) days at

no cost to the City. All employees shall continue to work and to perform all their obligations with respect to Project Work despite the expiration of a Schedule A agreement. Should a Contractor engaged in Project Work enter into an interim agreement with the Unions for work being performed elsewhere after the expiration, and before the renewal of a local collective bargaining agreement forming the basis for Schedule A, such interim agreement shall be utilized by that Contractor for Project Work, subject to the provisions of Section 21.3.

Section 7.5 No Lock Outs. Contractors shall not cause, incite, encourage, condone or participate in any lock-out of employees with respect to Project Work during the term of this PLA. The term "lock-out" refers only to a Contractor's exclusion of employees in order to secure collective bargaining advantage, and does not refer to the discharge, termination, or layoff of employees by the Contractor for any reason in the exercise of rights pursuant to any provision of this PLA, or any other agreement, nor does "lock-out" include the City's decision to stop, suspend, or discontinue any Project Work or any portion thereof for any reason.

Section 7.6 Best Efforts to End Violations.

(a) If a Contractor contends that there is any violation of this Article, it shall, at least twenty-four (24) hours prior to invoking the procedures of Section 7.7, provide written notification to the Council of the involved Union(s) and to the Project Labor Coordinator, setting forth the facts which the Contractor contends violates this Article. The Council and the leadership of the involved Union(s) will immediately instruct, order, and use their best efforts to cause the cessation of any violation of the Article.

(b) If the Union contends that any Contractor has violated this Article, it will notify the Contractor and the Project Labor Coordinator, setting forth the facts which the Union contends violate this Article, at least twenty-four (24) hours prior to invoking the procedures of Section 7.7. The Project Labor Coordinator shall promptly order the involved Contractor(s) to cease any violation of the Article.

Section 7.7 Expedited Enforcement Procedure. Any Party, including the City, which is an intended beneficiary of this Article, or the Project Labor Coordinator, may institute the following procedures, in lieu of or in addition to any other action at law or equity, when a breach of this Article is alleged.

(a) The Party invoking this procedure shall notify Thomas Pagan, who has been selected by the negotiating Parties, and whom the Parties agree shall be the permanent arbitrator under this procedure, or Barry Winograd, as the alternate

arbitrator under this procedure. If the permanent arbitrator is unavailable at any time, the alternate will be contacted. If neither is available, then a selection shall be made from the list of arbitrators as set forth in Article 10. Notice to the arbitrator shall be by the most expeditious means available, with notices to the Parties alleged to be in violation, and to the Project Labor Coordinator and Council. For purposes of this Article, written notice may be given by email, facsimile, hand delivery, or overnight mail and will be deemed effective upon receipt.

(b) Upon receipt of said notice, the arbitrator named above or his/her alternate shall sit and hold a hearing within twenty-four (24) hours if it is contended that the violation still exists, but not sooner than twenty-four (24) hours after notice has been dispatched to the Council of the involved Union(s) and/or Contractor as required by Section 7.6, above.

(c) The arbitrator shall notify the Parties of the place and time chosen for this hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all Parties. A failure of any Party or Parties to attend said hearings shall not delay the hearing of evidence or the issuance of any award by the arbitrator.

(d) The sole issue at the hearing shall be whether or not a violation of this Article has in fact occurred. The arbitrator shall have no authority to consider any matter in justification, explanation, or mitigation of such violation or to award damages, (except for damages as set forth in Section 7.8 below) which issue is reserved for court proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing and may be issued without an opinion. If any Party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the award. The arbitrator may order cessation of the violation of the Article and other appropriate relief, and such award shall be served on all Parties by hand or registered mail upon issuance.

(e) Such award shall be final and binding on all Parties and may be enforced by any court of competent jurisdiction upon the filing of this PLA and all other relevant documents referred to herein above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other Party. In any judicial proceeding to obtain a temporary order enforcing the arbitrator's award as issued under Section 7.7(d) of this Article, all Parties waive the right to a hearing and agree that such proceedings may be ex parte. Such

agreement does not waive any Party's right to participate in a hearing for a final order of enforcement. The court's order or orders enforcing the arbitrator's award shall be served on all Parties by hand or by delivery to their address as shown on this PLA (for a Union), as shown on their business contract for work under this PLA (for a Contractor) and to the representing Union (for an employee), by certified mail by the Party or Parties first alleging the violation.

(f) Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance hereto are hereby waived by the Parties to whom they accrue.

(g) The fees and expenses of the arbitrator shall be equally divided between the Party or Parties initiating this procedure and the respondent Party or Parties.

Section 7.8 Liquidated Damages.

(a) If the arbitrator determines in accordance with Section 7.7 above that a work stoppage has occurred, the respondent Union(s) shall, within eight (8) hours of receipt of the Award, direct all the employees they represent on the project to immediately return to work. If the craft(s) involved do not return to work by the beginning of the next regularly scheduled shift following such eight (8) hour period after receipt of the arbitrator's Award, and the respondent Union(s) have not complied with their obligations to immediately instruct, order, and use their best efforts to cause a cessation of the violation and return the employees they represent to work, then the non-complying Union(s) shall each pay a sum as liquidated damages to the City, and each will pay an additional sum per shift, as set forth in (c), below, for each shift thereafter on which the craft(s) has not returned to work.

(b) If the arbitrator determines in accordance with Section 7.7 above that a lock out has occurred, the respondent Contractor(s) shall, within eight (8) hours after receipt of the award, return all the affected employees to work on the Project, or otherwise correct the violations found by the arbitrator. If the respondent Contractor(s) do not take such action by the beginning of the next regular scheduled shift following the eight (8) hour period, each non-complying respondent Contractor shall pay or give as liquidated damages, to the affected Union(s) (to be apportioned among the affected employees and the benefit funds to which contributions are made on their behalf, as designated by the arbitrator) and each shall pay an additional sum per shift, as set forth in (c), below, for each shift thereafter in which compliance by the respondent Contractor(s) has not been completed.

(c) The Parties agree that project delays caused by violations of this Article will cause the City to sustain damages. They agree that it would be impractical or extremely difficult to fix the amount of such damages. Therefore, the Parties agree that, in the event of a breach of either of these provisions, the Party in breach shall pay to the City the sum of not less than \$10,000.00 and no more than \$20,000.00 per shift from the time the arbitrator determines that a delay has occurred until the arbitrator determines that the project is again on construction schedule. The payment, when made, shall constitute a damages remedy of the City for the delay specified, but shall not prevent the City from seeking an injunctive or other monetary relief, including termination of this PLA. Payment of these sums as liquidated damages is not intended as a forfeiture or penalty within the meaning of California Civil Code sections 3275 or 3369, but instead, is intended to constitute liquidated damages to the City pursuant to section 1671 of the California Civil Code.

ARTICLE 8

WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

Section 8.1 No Jobsite Disruption. There will be no strikes, work stoppages, picketing, sympathy strikes, slowdowns, or other interferences with the work because of jurisdictional disputes between Unions. The assignment of work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

Section 8.2 All jurisdictional disputes on this project shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted by the Building and Construction Trades Department. Decisions rendered shall be final and binding and conclusive on the Contractors and Unions parties to this PLA.

All jurisdictional disputes shall be resolved without the occurrence of any of the activities prohibited in Article 7 (Work Stoppages and Lockouts), and the Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

Section 8.2.1 If a dispute arising under this Article involves the Southwest Regional Council of Carpenters or any of its subordinate bodies, an arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of Thomas Pagan, Thomas Angelo, Robert Hirsch, and John Kagel, and the

arbitrator's hearing on the dispute shall be held at the offices of the Council within fourteen (14) days of the selection of the arbitrator. All other procedures shall be as specified in the Plan.

Section 8.3 Failure to Comply. If any Union or Contractor fails to immediately and fully comply with the final decision rendered by the Plan, affected Union(s) or Contractor(s) may seek legal redress for such conduct, including, but not limited to, injunctive relief and/or damages.

Section 8.4 Pre-job Conference. It is required that a pre-job conference be held not later than fourteen (14) calendar days prior to the start of work by each Contractor for the Covered Project in accordance with the procedure described in Article 16.

ARTICLE 9

MANAGEMENT RIGHTS

Section 9.1 Contractor and City Rights. The Contractors and the City have the sole and exclusive right and authority to oversee and manage construction operations on Project Work without any limitations unless expressly limited by a specific provision of this PLA. In addition to the following and other rights of the Contractors enumerated in this PLA, the Contractors expressly reserve their management rights and all the rights conferred upon them by law. The Contractor's rights include, but are not limited to, the right to:

- (a) Plan, direct, and control operations of all work; and
- (b) Hire, promote, transfer, and layoff their own employees, respectively, as deemed appropriate to satisfy work and/or skill requirements; and
- (c) Promulgate and require all employees to observe reasonable job rules and security and safety regulations; and
- (d) Discharge, suspend, or discipline their own employees for just cause; and
- (e) Utilize, in accordance with City approval, any work methods, procedures, or techniques, and select, use, and install any types or kinds of materials, apparatus, or equipment, regardless of source of manufacture or construction; and
- (f) Assign and schedule work at their discretion; and

(g) Assign overtime, determine when it will be worked and the number and identity of employees engaged in such work, subject to such provisions in the applicable Schedule A(s) requiring such assignments be equalized or otherwise made in a nondiscriminatory manner.

Section 9.2 Specific City Rights. In addition to the following and other rights of the City enumerated in this PLA, the City expressly reserves its management rights and all the rights conferred on it by law and contract. The City's rights (and those of the Project Labor Coordinator on its behalf) include, but are not limited to the right to:

(a) Inspect any construction site or facility to ensure that the Contractor follows the applicable safety and other work requirements; and

(b) At its sole option, terminate, delay, and/or suspend any and all portions of the Project Work at any time; prohibit some or all work on certain days or during certain hours of the day to accommodate the ongoing operations of the City and/or to mitigate the effect of ongoing Project Work on businesses and residents in the neighborhood of the Project sites; and/or require any other operational or schedule changes it deems necessary, in its sole judgment, to meet Project deadlines and remain a good neighbor to those in the area of the Covered Projects. (In order to permit the Contractors and Unions to make appropriate scheduling plans, the City will provide the Project Labor Coordinator, and the affected Contractor[s] and Union[s] with reasonable notice of any changes it requires pursuant to this section); and

(c) Approve any work methods, procedures, and techniques used by Contractors whether or not these methods, procedures, or techniques are part of industry practices or customs; and

(d) Investigate and process complaints or disagreements, through its Project Labor Coordinator.

Section 9.3 Use of Materials. There should be no limitations or restrictions by the Union upon a Contractor's choice of materials or design, nor, regardless of source or location, upon the full use and utilization of equipment, machinery, packaging, precast, prefabricated, prefinished, or preassembled materials, tools, or other labor-saving devices, subject to the application of the California Public Contract and Labor Codes. Generally, the onsite installation or application of such items shall be performed by the craft having jurisdiction over such work.

Section 9.4 Special Equipment, Warranties, and Guaranties.

(a) It is recognized that certain equipment of a highly technical and specialized nature may be installed at Covered Project sites. The nature of the equipment, together with the requirements for manufacturer's warranties, may dictate that it be prefabricated, pre-piped, and/or pre-wired and that it be installed under the supervision and direction of the City's and/or manufacturer's personnel. The Unions agree that such equipment is to be installed without incident.

(b) The Parties recognize that the Contractor will initiate from time to time the use of new technology, equipment, machinery, tools, and other labor-savings devices and methods of performing Project Work. The Unions agree that they will not restrict the implementation of such devices or work methods. The Unions will accept and will not refuse to handle, install, or work with any standardized and/or catalogue parts, assemblies, accessories, prefabricated items, preassembled items, partially assembled items, or materials whatever their source of manufacture or construction.

(c) If any disagreement between the Contractor and the Unions concerning the methods of implementation or installation of any equipment, device, or item, or method of work arises, or whether a particular part or pre-assembled item is a standardized or catalog part or item, the work will proceed as directed by the Contractor, and the Parties shall immediately consult over the matter. If the disagreement is not resolved, the affected Union(s) shall have the right to proceed through the procedures set forth in Article 10.

ARTICLE 10

SETTLEMENT OF GRIEVANCES AND DISPUTES

Section 10.1 Cooperation and Harmony on Site.

(a) This PLA is intended to establish and foster continued close cooperation between management and labor. The Council shall assign a representative to this Project for the purpose of assisting the local Unions, and working with the Project Labor Coordinator, together with the Contractors, to complete construction of the Project Work economically, efficiently, continuously, and without any interruption, delays, or work stoppages.

(b) The Project Labor Coordinator, the Contractors, Unions, and employees collectively and individually, realize the importance to all Parties of maintaining continuous and uninterrupted performance of Project Work, and agree to resolve

disputes in accordance with the grievance provisions set forth in this Article or, as appropriate, those of Article 7 or 8.

(c) The Project Labor Coordinator shall observe the processing of grievances under this Article and Articles 7 and 8, including the scheduling and arrangements of facilities for meetings, selection of the arbitrator from the agreed-upon panel to hear the case, and any other administrative matters necessary to facilitate the timely resolution of any dispute; provided, however, it is the responsibility of the principal Parties to any pending grievance to ensure the time limits and deadlines are met.

Section 10.2 Processing Grievances. Any questions arising out of and during the term of this PLA involving its interpretation and application, which includes applicable provisions of the Schedule A's, but not alleged violations of Articles 7 or 8, shall be considered a grievance and subject to resolution under the following procedures.

Step 1. (a) Employee Grievances. When any employee subject to the provisions of this PLA feels aggrieved by an alleged violation of this PLA, the employee shall, through his local Union business representative or job steward, within ten (10) working days after the occurrence of the violation, give notice to the work site representative of the involved Contractor stating the provision(s) alleged to have been violated, the details of the alleged violation and the remedy sought to resolve the matter. A grievance shall be considered null and void if notice of the grievance is not given within the ten (10) day period. A business representative of the local Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to adjust the matter within ten (10) working days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving Party may, within ten (10) working days thereafter, pursue Step 2 of this grievance procedure provided the grievance is reduced to writing, setting forth the relevant information, including a short description thereof, the date on which the alleged violation occurred, and the provision(s) of the applicable agreement alleged to have been violated. Grievances and disputes settled at Step 1 shall be non-precedential except as to the Parties directly involved.

(b) Union or Contractor Grievances. Should the Union(s) or any Contractor have a dispute with the other Party(ies) and, if after conferring within ten (10) working days after the disputing Party knew or should have known of the facts or occurrence giving rise to the dispute, a settlement is not reached within five (5) working days, the dispute shall be reduced to writing and processed to Step 2 in

the same manner as outlined in Step 1(a) above for the adjustment of an employee complaint.

Step 2. The business manager of the involved local Union or his designee, together with the site representative of the involved Contractor, and the labor relations representative of the Project Labor Coordinator shall meet within seven (7) working days of the referral of the dispute to this second step to arrive at a satisfactory settlement thereof. If the Parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days after the initial meeting at Step 2.

Step 3. (a) If the grievance shall have been submitted but not resolved under Step 2, either the Union or Contractor Party may request in writing to the Project Labor Coordinator (with copy[ies] to the other Party[ies]) within seven (7) calendar days after the initial Step 2 meeting, that the grievance be submitted to an arbitrator selected from the agreed-upon list below, on a rotational basis in the order listed. Those arbitrators are: (1) Thomas Pagan; (2) David Hart; (3) Edna Francis; (4) Mike Rappaport; (5) Michael Prihar; (6) Fred Horowitz; and (7) Sara Adler. The decision of the arbitrator shall be final and binding on all Parties, and the fee and expenses of such arbitrations shall be borne equally by the involved Contractor(s) and the involved Union(s).

(b) Failure of the grieving Party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the Parties involved at the particular step where the extension is agreed upon. The arbitrator shall have the authority to make decisions only on issues presented and shall not have the authority to change, amend, add to, or detract from any of the provisions of this PLA.

Section 10.3 Limit on Use of Procedures. Procedures contained in this Article shall not be applicable to any alleged violation of Article 7 or 8, with a single exception that any employee discharged for violation of Section 7.2 may resort to the procedures of this Article to determine only if he/she was, in fact, engaged in that violation.

Section 10.4 Notice. The Project Labor Coordinator (and the City, in the case of any grievance regarding the Scope of this PLA), shall be notified by the involved Contractor of all actions at Steps 2 and 3, and further, the Project Labor Coordinator shall, upon its own request, be permitted to participate fully in all proceedings at such steps.

ARTICLE 11

COMPLIANCE

Section 11.1 Compliance with All Laws. The Council and all Unions, Contractors, and their employees shall comply with all applicable federal and state laws, ordinances, and regulations including, but not limited to, those relating to safety and health, employment, and applications for employment. All employees shall comply with the safety regulations established by the City, the Project Labor Coordinator, and the Contractor. Employees must promptly report any injuries or accidents to a supervisor.

Section 11.2 Monitoring Compliance. The Parties agree that the City shall require, and that the Project Labor Coordinator and Council shall monitor, compliance by all Contractors with all federal and state laws and regulations that, from time to time may apply to Project Work. It shall be the responsibility of both the Council and the Project Labor Coordinator (on behalf of the City) to investigate or monitor compliance with these various laws and regulations. The Council may recommend to the Project Labor Coordinator and/or the City procedures to encourage compliance with these laws and regulations.

Section 11.3 Prevailing Wage Compliance. The Council or Union may refer all complaints regarding any potential prevailing wage violation to the Project Labor Coordinator, who may process, investigate, and resolve such complaints. The Council or Union, as appropriate, shall be advised in a timely manner with regard to the facts and resolution, if any, of any complaint. It is understood that this Section does not restrict any individual rights as established under the State Labor Code, including the rights of an individual to file a complaint with the State Labor Commissioner.

Section 11.4 Violations of Law. Based upon a finding of violation by the City of a federal and state law, and upon notice to the Contractor that it is in such violation, the City, in the absence of the Contractor remedying such violation, shall take such action as it is permitted by law or contract to encourage the Contractor to come into compliance, including, but not limited to, assessing fines and penalties and/or removing the offending Contractor from Project Work.

ARTICLE 12

SAFETY AND PROTECTION OF PERSON AND PROPERTY

Section 12.1 Safety.

(a) It shall be the responsibility of each Contractor to ensure safe working conditions and employee compliance with all applicable safety laws and regulations and any safety rules contained herein or established by the City, the Project Labor Coordinator, or the Contractor. It is understood that employees have an individual obligation to use diligent care to perform their work in a safe manner and to protect themselves and the property of the Contractor and the City.

(b) All Parties and Contractor employees shall be bound by the safety, security, and visitor rules established by the Contractor, the Project Labor Coordinator, and the City. These rules will be published and posted. An employee's failure to satisfy his/her obligations under this Section will subject him/her to discipline, up to and including discharge.

Section 12.2 Drug and Alcohol Testing Policy. The Parties agree to adopt the Drug and Alcohol Testing Policy attached hereto as Attachment C, which is the exclusive Drug and Alcohol Testing Policy for Covered Projects.

Section 12.3 Inspection. The inspection of shipments of equipment, machinery, and construction materials of every kind shall be performed at the discretion of the Contractor by individuals of its choice.

ARTICLE 13

TRAVEL AND SUBSISTENCE

Section 13.1 Travel expenses, travel time, subsistence allowances and/or zone rates, and parking reimbursements shall not be applicable to work under this PLA, except to the extent provided for in any applicable prevailing wage determination. Parking for employees covered by this PLA shall be provided by the Contractor(s) according to the provision of the Schedule A(s) existing on the Effective Date of this PLA and upon presentation of proof of any expense incurred.

ARTICLE 14

APPRENTICES

Section 14.1 Importance of Training. The Parties recognize the need to maintain continuing support of the programs designed to develop adequate numbers of competent workers in the construction industry, the obligation to capitalize on the availability of the local work force in the area served by the City, and the opportunities to provide continuing work on Covered Projects for City Residents and Targeted Workers. To these ends, and consistent with any laws or regulations, the Parties will facilitate, encourage, and assist City Residents and Targeted Workers commence and progress in Apprenticeship Programs and/or apprenticeship readiness programs in the construction industry leading to participation in such Apprenticeship Programs. The City, the Project Labor Coordinator, other City consultants, the Contractors, and the Council and Unions, will work cooperatively to identify, or establish and maintain, effective programs and procedures for persons interested in entering the construction industry and which will help prepare them for the entry into Apprenticeship Programs. Apprentices, if utilized, must be enrolled in a California Apprenticeship Council-approved Apprenticeship Program.

Section 14.2 Use of Apprentices.

(a) The Unions and Contractors agree to cooperate in referring and employing Apprentices up to the maximum percentage allowed by the State Labor Code and the standards of each State-Approved Apprenticeship Program. The minimum ratios for Apprentice to journeyman hours worked shall be in compliance, at a minimum, with the applicable provisions of the State Labor Code relating to utilization of Apprentices. The City, unless otherwise required by law, shall encourage such utilization, and, both as to Apprentices and the overall supply of experienced workers, the Project Labor Coordinator will work with the Council, Apprenticeship Programs, and Contractors to assure appropriate and maximum utilization of Apprentices and the continuing availability of both Apprentices and journey persons.

(b) The Parties agree that all Contractors will comply with all applicable laws and regulations in the request for dispatch and employment of Apprentices.

(c) The Parties agree that Apprentices will not be dispatched to Contractors working under this PLA unless there is a journeymen or other Contractor employee working on the Project where the Apprentice is to be employed who is

qualified to assist and oversee the Apprentice's progress through the program in which he/she is participating.

ARTICLE 15

LEGAL ACTION

Section 15.1 Legal Action. The City, Council and Unions recognize the substantial legal costs (including all attorney's fees and associated disbursements) that might accrue with regard to any legal challenge over the adoption by the City of this PLA, and related to claims directly challenging the legality of this PLA, or a particular section or language that has been adopted herein. In the event of a legal challenge, the Council, on behalf of itself and affiliated Unions, agrees to seek to intervene in the legal action and actively participate in the litigation or other action to defend the legality of this PLA, or a particular section or language herein. The failure of the Council to seek to intervene in the legal action and actively participate to defend the legality of this PLA will constitute a material breach of this PLA. In the event the Council is denied leave to intervene in the legal action, the Council shall have its counsel coordinate with the City's counsel, at the Council's own expense, regarding how the Council can best support the City's legal position.

ARTICLE 16

PRE-JOB CONFERENCE

Section 16.1 Each Contractor is required to conduct a pre-job conference with the Unions not later than fourteen (14) calendar days prior to commencing work. The purpose of the conference will be to, among other things, convey craft manpower needs, the schedule of work for the Covered Project, project work rules, and propose preliminary Union work assignments. The Project Labor Coordinator may work with the Prime Contractor and Council to facilitate the scheduling of all pre-job conferences, but ensuring each Contractor conducts a pre-job conference in accordance with this Agreement is the responsibility of the Prime Contractor. All preliminary Union work assignments shall be disclosed by each Contractor at a pre-job conference. Should there be work within the scope of a Construction Contract for a Covered Project that was not previously assigned at a pre-job conference, or additional work be added to the scope of the Covered Project, the Contractor(s) performing such work will conduct a separate pre-job conference.

Any Union in disagreement with a proposed assignment shall notify the affected Contractor of its position in writing, with a copy sent to the Project Labor Coordinator, within seven (7) calendar days after the pre-job conference occurred. Within seven (7) calendar days after the period allowed for Union notices of disagreement with the Employer's proposed assignments, but prior to the commencement of any work, the Employer shall make final assignments in writing with copies sent to the Project Labor Coordinator and Council.

ARTICLE 17

LABOR/MANAGEMENT AND COOPERATION

Section 17.1 **Joint Committee.** The Parties to this PLA will form a joint committee consisting of three (3) representatives selected by the Council and three (3) representatives selected by the Project Labor Coordinator, to be chaired jointly by a representative of the Project Labor Coordinator and the Council. The purpose of the Committee shall be to promote harmonious and stable labor management relations on this Project, to ensure effective and constructive communication between labor and management Parties, to advance the proficiency of work in the industry, and to evaluate and ensure an adequate supply of skilled labor for all Project Work. Representatives of the City may participate upon its request, and all Parties will be invited to attend.

Section 17.2 **Functions of Joint Committee.** The Committee shall meet on a schedule to be determined by the Committee or at the call of the joint chairs, to discuss the administration of the PLA, the progress of the project, general labor management problems that may arise, and any other matters consistent with this PLA. Substantive grievances or disputes arising under Articles 7, 8, or 10 shall not be reviewed or discussed by this Committee, but shall be processed pursuant to the provisions of the appropriate Article.

The Project Labor Coordinator shall be responsible for scheduling of the meetings and the preparation of the agenda topics for the meetings, with input from the Unions, the Contractors, and the City. Notice of the date, time and place of meetings, shall be given to the Committee members at least three (3) days prior to the meeting. The City shall be notified of the meetings and invited to send a representative(s) to participate.

The Project Labor Coordinator shall prepare quarterly reports on Apprentice utilization and the training and employment of City Residents, and a schedule of Project work and estimated number of craft workers needed. The Committee, or

an appropriate subcommittee, may review such reports and make any recommendations for improvement, if necessary, including increasing the availability of skilled trades, and the employment of local residents or other individuals who should be assisted with appropriate training to qualify for Apprenticeship Programs.

Section 17.3 Subcommittees. The Committee may form subcommittees to consider and advise the full Committee with regard to safety and health issues affecting the Project and other similar issues affecting the overall Project, including any workers' compensation program initiated under this PLA.

ARTICLE 18

SAVINGS AND SEPARABILITY

Section 18.1 Savings Clause. It is not the intention of the City, the Project Labor Coordinator, Contractor, or the Union Parties to violate any laws governing the subject matter of this PLA. The Parties hereto agree that in the event any provision of this PLA is finally held or determined to be illegal or void as being in contravention of any applicable law or regulation, the remainder of the PLA shall remain in full force and effect unless the part or parts so found to be void are wholly inseparable from the remaining portions of this PLA. Further, the Parties agree that if and when any provision(s) of this PLA is finally held or determined to be illegal or void by a court of competent jurisdiction, the Parties will promptly enter into negotiations concerning the substantive effect of such decision for the purposes of achieving conformity with the requirements of any applicable laws and the intent of the Parties hereto. If the legality of this PLA is challenged and any form of injunctive relief is granted by any court, suspending temporarily or permanently the implementation of this PLA, then the Parties agree that all Project Work that would otherwise be covered by this PLA should be continued to be bid and constructed without application of this PLA so that there is no delay or interference with the ongoing planning, bidding, and construction of any Project Work.

Section 18.2 Effect of Injunctions or Other Court Orders. The Parties recognize the right of the City to withdraw, at its absolute discretion, the utilization of the PLA as part of any bid specification should a court of competent jurisdiction issue any order, or any applicable statute that could result, temporarily or permanently, in delay of the bidding, awarding, and/or construction on the Project.

ARTICLE 19

WAIVER

Section 19.1 Waiver. A waiver of or a failure to assert any provisions of this PLA by any or all of the Parties hereto shall not constitute a waiver of such provision for the future. Any such waiver shall not constitute a modification of the PLA or change in the terms and conditions of the PLA and shall not relieve, excuse or release any of the Parties from any of their rights, duties, or obligations hereunder.

ARTICLE 20

AMENDMENTS

Section 20.1 Amendments. The provisions of this PLA can be renegotiated, supplemented, rescinded, or otherwise altered only by mutual agreement in writing, hereafter signed by the Parties.

ARTICLE 21

DURATION OF THE PLA

Section 21.1 Duration. This Agreement shall be effective on June 16, 2020, provided that the Council has signed the Agreement. The Agreement shall continue in full force and effect until all of the work within the scope of a Covered Contract is completed and accepted by the City.

Section 21.2 Turnover and Final Acceptance of Completed Work.

(a) Construction of any phase, portion, section, or segment of Project Work shall be deemed complete when such phase, portion, section or segment has been turned over to the City by the Contractor and the City has accepted such phase, portion, section, or segment. As areas and systems of the Project are inspected and construction-tested and/or approved and accepted by the City or third parties with approval of the City, the PLA shall have no further force or effect on such items or areas, except when the Contractor is directed by the City to engage in repairs or modifications required by its Contract(s) with the City.

(b) Notice of each final acceptance received by the Contractor will be provided to the Council with the description of what portion, segment, etc. has

been accepted. Final acceptance may be subject to a "punch" list, and in such case, the PLA will continue to apply to each such item on the list until it is completed to the satisfaction of the City and Notice of Acceptance is given by the City or its representative to the Contractor.

Section 21.3 Continuation of Schedule A's. Schedule A's incorporated as part of this PLA shall continue in full force and effect, as previously stated, until the Contractor and Union Parties to the collective bargaining agreement(s), which are the basis for such Schedule A's, notify the Project Labor Coordinator of the mutually agreed upon changes in such agreements and their effective date(s).

The Parties agree to recognize and implement all applicable changes on their effective dates, except as otherwise provided by this PLA; provided, however, that any such provisions negotiated in said collective bargaining agreements will not apply to work covered by this PLA if such provisions are less favorable to the Contractor under the PLA than those uniformly required of Contractors for construction work normally covered by those agreements; nor shall any provision be recognized or applied if it may be construed to apply exclusively or predominantly to work covered by this PLA. Any disagreement between the Parties over the incorporation into a Schedule A of any such provision agreed upon in a negotiation of the local collective bargaining agreement that is the basis for a Schedule A shall be resolved under the procedures established in Article 10.

Section 21.4 Final Termination. Final termination of all obligations, rights, and liabilities, and disagreements shall occur upon receipt by the Council of a Notice from the City saying that no work remains within the scope of the PLA.

Section 21.5 Pure Water Program Phase II Projects. The City and the Unions intend to have this Agreement or a succeeding Agreement include all construction projects in Pure Water Program Phase II. The Pure Water Program Phase II Projects are in the early development stage and cannot be specifically identified at this time to be included in the scope of this Agreement. Therefore, to reopen negotiations to include Pure Water Program Phase II Projects into this Agreement, the Council shall send written notice to the City's Project Labor Coordinator after the City has approved Pure Water Program Phase II Projects' Environmental Impact Report and no later than ninety (90) days after the City's final approval of the Environmental Impact Report.

ARTICLE 22

WORK AND ECONOMIC OPPORTUNITY

Section 22.1 The magnitude, duration, and complexity of the Pure Water Program Phase I Projects will require large numbers of skilled craft personnel and create significant economic opportunities for City Residents, Targeted Workers, Disadvantaged Business Enterprises and other businesses. It is therefore the understanding and intention of the Parties to use the opportunities provided by the extensive amount of work to collaborate and implement programs and procedures, which may include, for example, North America's Building Trades Unions Multi-Craft Core Curriculum (MC3) apprenticeship readiness programs, to prepare persons, especially City Residents and Targeted Workers, for entrance into Apprenticeship Programs to begin or continue their construction careers on Covered Projects. Further, the Parties agree to maximize the inclusion of Disadvantaged Business Enterprises through outreach, training, and subcontracting for Covered Projects. With assistance from the Project Labor Coordinator, the City, the Contractors, the Unions and their affiliated regional and national organizations will work jointly to promptly develop and implement procedures for the identification of craft needs, the scheduling of work to facilitate the utilization of available craft workers, and the securing of services of craft workers in sufficient numbers to meet the high demands of the Project Work to be undertaken.

Section 22.2 The City, together with the Parties, supports the development of increased numbers of skilled construction workers who are City Residents and Targeted Workers to meet the labor needs of Covered Projects. Towards that end, the Parties, together with the City and its Project Labor Coordinator, agree to develop and implement a work opportunities program for City Residents and Targeted Workers to maximize construction career opportunities and create a construction career pipeline to becoming employed on Covered Projects. Further, the City together with the Parties, will create opportunities for Disadvantaged Business Enterprises consistent with the City's goals and inclusion programs for such businesses. In furtherance of the foregoing, the Council and Unions specifically agree to work with the City and the Project Labor Coordinator to:

- (a) Collaborate with existing or newly created MC3 apprenticeship readiness programs in San Diego to offer opportunities for City Residents and Targeted Workers, including students, to enroll in free short-term construction apprenticeship readiness training to prepare them to enter into Apprenticeship Programs and become employed by a Contractor on a Covered Project. The

Project Labor Coordinator, with the assistance of the Parties, will assist with the recruitment, career placement, and tracking of such City Residents and Targeted Workers who graduate from these apprenticeship readiness programs; and

(b) The Parties will cooperate and collaborate with the City and Project Labor Coordinator to conduct outreach to and include City Residents and Targeted Workers from traditionally underrepresented segments of the City's population in the construction craft workforce for each Covered Project; and

(c) The Council will provide accurate data on a quarterly basis to the City and Project Labor Coordinator pertaining to their level of economic support provided to meet these objectives. Further, the Project Labor Coordinator shall produce detailed quarterly reports for the City and Council to measure and report the outcomes of the policies, requirements, and programs established in this Agreement; and

(d) The Unions will partner with the City and Project Labor Coordinator to conduct outreach and recruitment activities by establishing or continuing to maintain existing centers, programs, and events to facilitate the entry of City Residents and Targeted Workers into the building and construction trades. These programs shall serve as a resource for preliminary orientation, assessment of construction aptitude; referral to MC3 apprenticeship readiness programs or Apprenticeship Programs, referral to hiring halls; and provide tailored orientation and mentoring for women and Targeted Workers; and

(e) The Unions shall assist City Residents and Targeted Workers with contacting the Apprenticeship Programs for the crafts and trades they are interested in. The Unions shall assist City Residents and Targeted Workers who are seeking employment on Covered Projects and provide opportunities for Union membership by assessing their work experience and giving them credit for provable past experience in their relevant craft or trade, including experience gained working for non-Union Contractors. The Unions shall put on their rolls qualified bona fide City Residents and Targeted Workers for employment on Covered Projects.

Section 22.3 Joint Subcommittee on Work and Economic Opportunity. To carry out the intent and purpose of this Article, a subcommittee of the Labor Management Committee established pursuant to Article 17 shall be established, jointly chaired by a designee of the City and a designee of the Council, to oversee the effective development and implementation of the programs and policies described herein, and to work with representatives of each apprenticeship committee and representatives of the MC3 apprenticeship readiness programs to maximize

employment opportunities for City Residents and Targeted workers who reflect the diversity of the communities surrounding each Covered Project and who may not be previously qualified for the construction career opportunities created by the Covered Projects. The subcommittee will meet as necessary at the call of the joint chairs to promptly facilitate its purposes in an expeditious manner as soon as this PLA becomes effective. In addition to the joint chairs, the membership of the committee will consist of at least three (3) representatives of the signatory local Unions and three (3) representatives of Contractors (or organization to which the Contractors belong) signatory to this PLA and experienced in overseeing and participating in Apprenticeship Programs.

ARTICLE 23

HELMETS TO HARDHATS

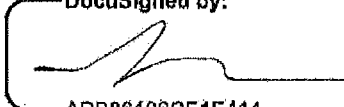
Section 23.1 Veterans Entry into Building and Construction Trades. The Parties recognize a desire to facilitate the entry into the building and construction trades of Veterans who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment, and construction aptitude, referral to Apprenticeship Programs or hiring halls, counseling and mentoring, support network, employment opportunities, and other needs as identified by the Parties.

Section 23.2 Integrated Database. The Unions and Contractors agree to coordinate with the Center to create and maintain an integrated database of Veterans interested in working on this Covered Project and of apprenticeship and employment opportunities for this Covered Project.

In witness whereof, the Parties have caused this Project Labor Agreement for City of San Diego Pure Water Program Phase I Projects to be executed as of the date and year above stated.

Dated: July 9, 2020

SAN DIEGO BUILDING AND CONSTRUCTION
TRADES COUNCIL

DocuSigned by:

ADB86108CE1E414...

By: _____
Tom Lemmon, Business Manager

SIGNATORY UNIONS AND
(See Attached)

SIGNATORY UNIONS

DocuSigned by: Michael Patterson
By: 38B4C81807E8341A...
Allied Workers Local 5

By: Chad Boggio Chad Boggio
Bricklayer & Allied Crafts Local 4

DocuSigned by: [Signature]
By: 4111C0A1543D4C8...
Electrical Workers Local 569

DocuSigned by: [Signature]
By: 338DE1140A31460...
Glaziers, Floor Coverings & Painters Local 1399

DocuSigned by: Valentine R. Macedo
By: A650B327878447E...
Laborers Local 89

DocuSigned by: James Preciado
By: 7857FAD119B60D54E1...
Plasterer Tenders Local 1414

By: [Signature]
Operating Engineers Local 12

DocuSigned by: Mike Hartley
By: 71000040721040...
Plumbers & Pipefitters Local 230

DocuSigned by: Paul Colmenero
By: 8788100A0000438...
Roofers & Waterproofers Local 45

DocuSigned by: [Signature]
By: D560A3D2C82046C...
Laborers Local 1184

DocuSigned by: Ed Larr
By: A8DFF645001F416...
Laborers Local 345

DocuSigned by: Ricardo Perez
By: 8C144FFC08F404...
UA Local 345

DocuSigned by: Stephen Aronson
By: 888C0F62284F43B...
Southwest Regional Council of Carpenters

DocuSigned by: Luis Miramontes
By: 987D1F49D6384AD...
Boilermakers Local 92

DocuSigned by: Jack Alvarado
By: 8C8B1A00B84047F...
Cement Masons Local 500 / Area 744

By: Frank Belio, Jr. For BM Gazzaniga
Elevator Constructors Local 18

DocuSigned by: David Osborne
By: 087807F11AE69408...
Iron Workers Local 229

DocuSigned by: Tom Castleman
By: D8DE7C178E1E4A7...
Plasterers Local 200

By: Ronald A. [Signature]
Operating Engineers Local 12

By: [Signature]
Operating Engineers Local 12

DocuSigned by: Todd Barry
By: 88864FD2117048F...
Road Sprinkler Fitters Local 669

DocuSigned by: [Signature]
By: 1F3510E4984A05472...
Sheet Metal Workers Local 206

DocuSigned by: Douglas R. Tracy
By: 8788100A0000438...
Sheet Metal Workers Local 206

DocuSigned by: Jose Estrada
By: 88864FD2117048F...
Teamsters Local 166

DocuSigned by: [Signature]
By: 338DE1140A31460...
Tradeshow & Sign Craft Local 831

DocuSigned by: [Signature]
By: 88864FD2117048F...
Laborers Local 300

ATTACHMENT A – LETTER OF ASSENT

To be signed by all Contractors awarded work covered by the Project Labor Agreement prior to commencing work.

[CONTRACTOR'S LETTERHEAD]

DATE

Project Labor Coordinator

Address

Address

Address

Attention: _____

**Re: City of San Diego Project Labor Agreement for
Pure Water Program Phase I Project**

Dear Sir:

This is to confirm [Name of Company] agrees to be party to and bound by the City of San Diego Project Labor Agreement for Construction of Pure Water Program Phase I Projects, effective May 1, 2020, as such Agreement may from time to time be amended by the negotiating Parties or interpreted pursuant to its terms. Such obligation to be a Party and bound by this Agreement shall extend to all work covered by the Agreement undertaken by this Company on the Project pursuant to [City Contract No. _____ and Name of Covered Project], and this Company shall require all of its subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical Letter of Assent prior to their commencement of work.

Sincerely,

[Name of Construction Company]

By:

[Name and Title of Authorized Executive]

[Copies of this Letter must be submitted to the Project Labor Coordinator and to the Council consistent with Article 3, Section 3.3(b)]

ATTACHMENT B-1 – WORKFORCE DISPATCH REQUEST FORM

The City of San Diego’s Project Labor Agreement for Pure Water Program Phase I Projects establishes a goal of at least thirty-five percent (35%) of the total craft hours on each Covered Project be performed by City Residents. The Unions and Contractors agree that, to the extent allowed by law, and as long as they possess the requisite skills and qualifications, City Residents shall be first referred for Project Work. A “City Resident” is defined as a City of San Diego permanent resident at the time of initial employment on a Covered Project or a Veteran residing anywhere.

*The list of qualifying zip codes for City Residents includes: 92014, 92037, 92038, 92067, 92093, 92101, 92102, 92103, 92104, 92105, 92106, 92107, 92108, 92109, 92110, 92111, 92113, 92114, 92115, 92116, 92117, 92119, 92120, 92121, 92122, 92123, 92124, 92126, 92127, 92128, 92129, 92130, 92131, 92132, 92134, 92137, 92138, 92139, 92145, 92154, 92166, 92167, 92169, 92171, 92173, 92177.

C O N T R A C T O R U S E O N L Y

Please complete and fax or email this form to the applicable union to request craft workers that fulfill the hiring requirements for this project. After faxing your request, please call the Local to verify receipt and substantiate their capacity to furnish workers as specified below. Please print your Fax or Email Transmission Verification Reports and keep copies for your records.

TO:	Local Union and #	
	Email	
	Fax	

CC:	City of San Diego Project Labor Coordinator	
	Email	
	Fax	

FROM:	Contractor	
	Issued by	
	Email	
	Phone	
	Fax	

UNION CRAFT WORKER REQUEST:			
Craft Classification	Journeyman or Apprentice	City Resident and/or Veteran	# of Workers
	<input type="checkbox"/> JM <input type="checkbox"/> APP	YES*	
	<input type="checkbox"/> JM <input type="checkbox"/> APP	YES*	
	<input type="checkbox"/> JM <input type="checkbox"/> APP	YES*	
	<input type="checkbox"/> JM <input type="checkbox"/> APP	YES*	

WORKER REPORTING INSTRUCTIONS:	
Reporting Date:	
Reporting Time:	
Project Name:	
Project Location:	
Reporting To:	
On Site Phone:	
Special Instructions:	

U N I O N U S E O N L Y

Please complete the “Union Use Only” section and fax or email both pages to the requesting Contractor and Project Labor Coordinator.

Date Dispatch Received:	
Dispatch Received by:	

Date Worker(s) Dispatched:			
Name	Veteran (Y/N)	Zip Code	JM or App
			<input checked="" type="checkbox"/> JM <input type="checkbox"/> APP
			<input type="checkbox"/> JM <input type="checkbox"/> APP
			<input type="checkbox"/> JM <input checked="" type="checkbox"/> APP
			<input type="checkbox"/> JM <input type="checkbox"/> APP

ATTACHMENT B-2 – CONTRACTOR CORE WORKFORCE FORM

CONTRACTOR INFORMATION	
Project Name:	
Contractor/Firm Name:	
Prime Tier:	
Submitted by:	
Email:	Phone:

In accordance with the Project Labor Agreement, Article 4, Section 4.6 (f), a Core Employee must be either a journeyperson or Apprentice and appear on the Contractor’s active payroll for at least ninety (90) of the last one-hundred-eighty (180) working days prior to being designated as a Core Employee; and must possess any license required by state or federal law for the Project Work to be performed; and must have the ability to safely perform the basic functions of the applicable.

Prior to each Contractor performing any work on a Covered Project, each Contractor shall provide a list of Core Employees to the Project Labor Coordinator and the Council. After submitting the Core Employee list prior to commencing work, Contractors shall not make any changes or substitutions to the Core Employee list for the duration of the Covered Project. Failure to submit the Core Employee list prior to work commencing will prohibit the Contractor from using any Core Employees for 30 calendar days after the list is provided to the Project Labor Coordinator and Council.

Please check all that apply:

Our firm will not be self-performing any work on this project.
We will be subcontracting our work to: _____

PLA Section 4.6 regarding Core Employees is not applicable to Contractors that are signatory to one or more Schedule As, which are the Master Labor Agreements of the Unions. If your company is signatory, please list the union and local number below. For crafts that you are not signatory, please complete the core employee list below.

Indicate Signatory Union Trade: _____ Local # _____
 Indicate Signatory Union Trade: _____ Local # _____
 Indicate Signatory Union Trade: _____ Local # _____

We are not a union signatory contractor and will be using core employees on this project as indicated below:

Craft/Trade	Employee Name	MC3 Apprentice Y/N?	Last 4 SSN	Hire Date	Date Last Employed

ATTACHMENT C – DRUG AND ALCOHOL TESTING POLICY

The Parties recognize the problems that drug and alcohol abuse have created in the construction industry and the need to develop drug and alcohol abuse prevention programs. Accordingly, the Parties agree that in order to enhance the safety of the workplace and to maintain a drug and alcohol-free work environment, individual Contractors shall require applicants or employees to undergo drug and alcohol testing in accordance with this PLA and this policy, Attachment C – Drug and Alcohol Testing Policy, hereafter “Policy.”

1. It is understood that the use, possession, transfer, or sale of illegal drugs, narcotics, or other unlawful substances, as well as being under the influence of alcohol and the possession of or consuming alcohol is absolutely prohibited while employees are on the Contractor’s job premises or while working on any jobsite in connection with work performed under the PLA.
2. No Contractor may implement a drug and alcohol testing program that does not conform in all respects to the provisions of this Policy.
3. No Contractor may implement drug and alcohol testing at any jobsite unless written notice is given to the Union setting forth the location of the jobsite, a description of the project under construction, and the name and telephone number of the Prime Contractor's project manager. Said notice shall be provided at the pre-job conferences for each Covered Project. Failure to give such notice shall make any drug and alcohol testing engaged in by the Contractor a violation of the Agreement and subject to the Article 10 grievance procedure.
4. A Contractor who elects to implement drug and alcohol testing pursuant to this Policy shall require all craft employees on the Covered Project to be tested. With respect to individuals who become employed on the Covered Project subsequent to the proper implementation of a valid drug and alcohol testing program, such test shall be administered upon the commencement of employment on the project, whether by referral from a Union Dispatch Office, transfer from another project, or another method. Individuals who were employed on the project prior to proper implementation of a valid drug and alcohol testing program may only be subjected to testing for the reasons set forth in paragraphs 5(g)(1) through 5(g)(3) and paragraphs 6(a) through 6(e) of this Policy. Refusal to undergo such testing shall be considered sufficient grounds to deny employment on the project.
5. The following procedure shall apply to all drug and alcohol testing:
 - a. The Contractor may request urine samples only. The applicant or employee shall not be observed when the urine specimen is given. An applicant or employee, at his or her sole option, shall, upon request, receive a blood test in lieu of a urine test. No employee of the Contractor shall draw blood from a bargaining unit employee, touch

EXHIBIT K

or handle urine specimens, or in any way become involved in the chain of custody of urine or blood specimens. A Union Business Representative, subject to the approval of the individual applicant or employee, shall be permitted to accompany the applicant or employee to the collection facility to observe the collection, bottling, and sealing of the specimen.

- b. A Contractor may request an applicant or employee promptly, within four (4) hours of the Contractor's request, perform an alcohol breathalyzer test at a certified laboratory only, and cutoff levels shall be those mandated by applicable state or federal law.
- c. The testing shall be done by a laboratory approved by the Substance Abuse & Mental Health Services Administration (SAMHSA), which is chosen by the Contractor and the Union.
- d. An initial test shall be performed using the Enzyme Multiplied Immunoassay Technique (EMIT). In the event a question or positive result arises from the initial test, a confirmation test must be utilized before action can be taken against the applicant or employee. The confirmation test will be by Gas Chromatography/Mass Spectrometry (GC/MS). Cutoff levels for both the initial test and confirmation test will be those established by SAMHSA and this Policy. Should these SAMHSA levels be changed during the course of the PLA or new testing procedures are approved, then these new regulations will be deemed as part of this existing PLA. Confirmed positive samples will be retained by the testing laboratory in secured long-term frozen storage for a minimum of one (1) year. Handling and transportation of each sample must be documented through strict chain-of-custody procedures.
- e. In the event of a confirmed positive test result, the applicant or employee may request, within forty-eight (48) hours, a sample of his/her specimen from the testing laboratory for purposes of a second test to be performed at a second laboratory, designated by the Union and approved by SAMHSA. The retest must be performed within ten (10) days of the request. Chain of custody for this sample shall be maintained by the Contractor between the original testing laboratory and the Union's designated laboratory. Retesting shall be performed at the applicant's or employee's expense. In the event of conflicting test results, the Contractor may require a third test, at the Contractor's expense.
- f. If, as a result of the above testing procedure, it is determined that an applicant or employee has tested positive, this shall be considered sufficient grounds to deny the applicant or employee his/her employment on the project.
- g. No individual who tests negative for drugs and alcohol pursuant to the above procedure and becomes employed on the project shall again be subjected to drug and alcohol testing with the following exceptions:
 - 1) Employees who are involved in industrial accidents resulting in damage to plant, property, or equipment or injury to him/her or others may be tested for drugs or alcohol pursuant to the procedures stated hereinabove.

EXHIBIT K

- 2) The Contractor may test employees following thirty (30) days' advance written notice to the employee(s) to be tested and to the applicable Union. Notice to the applicable Union shall be sent by certified mail to the affected Union with a copy to the Project Labor Coordinator. Such testing shall be pursuant to the procedures stated hereinabove.
 - 3) The Contractor may test an employee where the Contractor has reasonable cause to believe that the employee is impaired from performing his/her job. Reasonable cause shall be defined as being aberrant or unusual behavior, the type of which is a recognized and accepted symptom of impairment (e.g., slurred speech, unusual lack of muscular coordination). Such behavior must be actually observed by at least two (2) persons, one (1) of whom shall be a supervisor who has been trained to recognize the symptoms of drug and alcohol abuse or impairment and the other of whom shall be the Job Steward. If the Job Steward is unavailable or there is no Job Steward on the Covered Project, the other person shall be a member of the applicable Union's bargaining unit. Testing shall be pursuant to the procedures stated hereinabove. Employees who are tested pursuant to the exceptions set forth in this paragraph and who test positive will be removed from the Contractor's payroll.
 - h. Applicants or employees who do not test positive shall be paid for all time lost while undergoing drug and alcohol testing. Payment shall be at the applicable wage and benefit rates set forth in the applicable Union's Master Labor Agreement. Applicants who have been dispatched from the Union and who are not put to work pending the results of a test will be paid waiting time until such time as they are put to work. It is understood that an applicant must pass the test as a condition of employment. Applicants who are put to work pending the results of a test will be considered probationary employees.
6. The Contractors will be allowed to conduct periodic jobsite drug and alcohol testing on the Project under the following conditions:
- a. The entire jobsite must be tested, including any employee or subcontractor's employee who worked on that project three (3) working days before or after the date of the test;
 - b. Jobsite testing cannot commence sooner than fifteen (15) days after start of the work on the project;
 - c. Prior to start of periodic testing, a Business Representative will be allowed to conduct an educational period on company time to explain periodic jobsite testing program to affected employees;
 - d. Testing shall be conducted by an SAMHSA-certified laboratory, pursuant to the provisions set forth in paragraph 5 hereinabove.
 - e. Only two (2) periodic tests may be performed in a twelve (12)-month period.

EXHIBIT K

7. It is understood that the unsafe use of prescribed medication, or where the use of prescribed medication impairs the employee's ability to perform work, is a basis for the Contractor to remove the employee from the jobsite.
8. Any grievance or dispute that may arise out of the application of this Policy shall be subject to the grievance and arbitration procedures set forth in the PLA.
9. The establishment or operation of this Policy shall not curtail any right of any employee found in any law, rule, or regulation. Should any part of this Policy be found unlawful by a court of competent jurisdiction or a public agency having jurisdiction over the Parties, the remaining portions of the Agreement shall be unaffected, and the Parties shall enter negotiations to replace the affected provision.
10. Present employees, if tested positive, shall have the prerogative for rehabilitation program at the employee's expense. When such program has been successfully completed, the Contractor shall not discriminate in any way against the employee. If work for which the employee is qualified exists, he/she may be reinstated.
11. The Contractor agrees that results of urine and blood tests performed hereunder will be considered medical records held confidential to the extent permitted or required by law. Such records shall not be released to any persons or entities other than designated Contractor representatives and the applicable Union. Such release to the applicable Union shall only be allowed upon the signing of a written release by the employee, and the information contained therein shall not be used to discourage the employment of the individual applicant or employee on any subsequent occasion.
12. Employees who seek voluntary assistance for substance abuse may not be disciplined for seeking such assistance. Requests from employees for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employee's consent. Employees enrolled in substance abuse programs will be subject to all Contractor rules, regulations, and job performance standards with the understanding that an employee enrolled in such a program is receiving treatment for an illness.
13. The Contractor shall indemnify and hold the Union harmless against any and all claims, demands, suits, or liabilities that may arise out of the application of this Policy.
14. This Policy shall constitute the only Policy in effect between the Parties concerning drug and alcohol abuse, prevention, and testing. Any modifications thereto must be accomplished pursuant to collective bargaining negotiations between the Parties.

SPECIMEN REPORTING CRITERIA

Initial Test Analyte	Initial Test Cutoff ¹	Confirmatory Test Analyte	Confirmatory Test Cutoff Concentration
Marijuana metabolites (THCA) ²	50 ng/ml ³	THCA	15 ng/ml
Cocaine metabolite (Benzoylecgonine)	150 ng/ml ³	Benzoylecgonine	100 ng/ml
Codeine/ Morphine	2000 ng/ml	Codeine Morphine	2000 ng/ml 2000 ng/ml
Hydrocodone/ Hydromorphone	300 ng/ml	Hydrocodone Hydromorphone	100 ng/ml 100 ng/ml
Alcohol	0.02%	Ethanol	0.02%
Oxycodone/ Oxymorphone	100 ng/ml	Oxycodone Oxymorphone	100 ng/ml 100 ng/ml
6-Acetylmorphine	10 ng/ml	6-Acetylmorphine	10 ng/ml
Phencyclidine	25 ng/ml	Phencyclidine	25 ng/ml
Amphetamine/ Methamphetamine	500 ng/ml	Amphetamine Methamphetamine	250 ng/ml 250 ng/ml
MDMA ⁴ /MDA ⁵	500 ng/ml	MDMA MDA	250 ng/ml 250 ng/ml
Initial Test Analyte	Initial Test Cutoff	Confirmatory Test Analyte	Confirmatory Test Cutoff Concentration
Barbiturates	300 ng/ml	Barbiturates	200 ng/ml
Benzodiazepines	300 ng/ml	Behzodiazepines	300 ng/ml
Methadone ⁶	300 ng/ml	Methadone	100 ng/ml
Methaqualone	300 ng/ml	Methaqualone	300 ng/ml
Propoxyphene	300 ng/ml	Propoxyphene	100 ng/ml

¹ For grouped analytes (i.e., two or more analytes that are in the same drug class and have the same initial test cutoff):

Immunoassay: The test must be calibrated with one analyte from the group identified as the target analyte. The cross-reactivity of the immunoassay to the other analyte(s) within the group must be 80 percent or greater; if not, separate immunoassays must be used for the analytes within the group.

Alternate technology: Either one analyte or all analytes from the group must be used for calibration, depending on the technology. At least one analyte within the group must have a concentration equal to or greater than the initial test cutoff or, alternatively, the sum of the analytes present (i.e., equal to or greater than the laboratory's validated limit of quantification) must be equal to or greater than the initial test cutoff.

² An immunoassay must be calibrated with the target analyte, 9-tetrahydrocannabinol-9- carboxylic acid (THCA).

³ **Alternate technology (THCA and benzoylecgonine):** The confirmatory test cutoff must be used for an alternate technology initial test that is specific for the target analyte (i.e., 15 ng/ml for THCA, 100 ng/ml for benzoylecgonine).

⁴ Methylenedioxyamphetamine (MDMA)

⁵ Methylenedioxyamphetamine (MDA)

⁶ Employees with a prescription for methadone who are using the medication as prescribed, and are not impaired and can safely perform their work, will not be considered to have violated this Policy.

**MEMORANDUM OF UNDERSTANDING REGARDING
"QUICK" DRUG SCREENING TESTS PURSUANT TO
ATTACHMENT C – DRUG AND ALCOHOL TESTING POLICY**

It is hereby agreed between the Parties hereto that a Contractor who has otherwise properly implemented drug and alcohol testing, as set forth in the Policy, shall have the right to offer an applicant or employee a "quick" drug screening test. This "quick" screen test shall consist either of the "ICUP" urine screen or similar test or an oral screen test. The applicant or employee shall have the absolute right to select either of the two "quick" screen tests, or to reject both and request a full drug test.

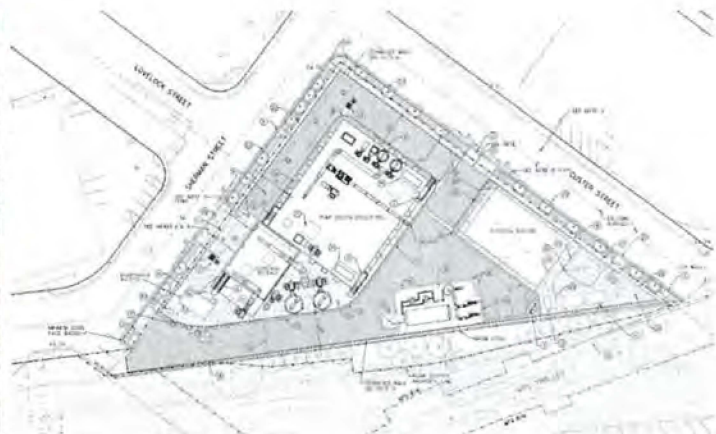
An applicant or employee who selects one of the "quick" screen tests, and who passes the test, shall be put to work immediately. An applicant or employee who fails the "quick" screen test, or who rejects the "quick" screen tests, shall be tested pursuant to the procedures set forth in the Policy. The sample used for the "quick" screen test shall be discarded immediately upon conclusion of the test. An applicant or employee shall not be deprived of any rights granted to them by the Policy as a result of any occurrence related to the "quick" screen test.

APPENDIX A – SAN DIEGO PURE WATER PROGRAM PHASE I COVERED PROJECTS

1. Morena PS/PL Construction Package 1: Morena Pump Station

- **Associated Pure Water Project:** Morena PS/PL Project
- **Summary:** The package is the construction of a new pump station that will transport approximately 32 mgd of wastewater to the NCWRP, where it will be treated before being sent to the NCPWF for further purification. Construction of the pump station will be on Sherman Street.
- **Summary of Major Construction Package Components**
 - 4+1 Dual Stage Sewer Pump Station
 - Screening Facility
 - High Purity Oxygen System
 - 48-inch to 60-inch diameter influent diversion sewers in Friars Road
 - 66-inch Overflow Sewer
 - Electrical and Instrumentation

Morena Pump Station Rendering and Site Plan



2. Morena PS/PL Construction Package 2: Morena Northern Alignment and Tunnels

- **Associated Pure Water Project:** Morena PS/PL Project
- **Summary:** Two pipelines that will start at approximately Genesee Avenue/Highway 52, and will continue through University City to the NCWRP. Three short length tunnels are included in this section, each approximately 1000 feet; one at Highway 52, one at Rose Creek in University City and one at Interstate 805. One pipeline will transport wastewater to the NCWRP, while the other will transport salt and contaminants removed from the water at the NCPWF to the Point Loma Wastewater Treatment Plant.
- **Summary of Major Construction Package Components**
 - 4 miles of 48-inch force main
 - 4 miles of 36-inch brine/centrate pipeline
 - Tunnel crossing of I-805
 - Tunnel crossing of MTS/NCTD railroad at Rose Creek Canyon
 - Tunnel crossing at San Clemente Creek

Morena Conveyance Northern, Middle and Southern Segments Site Plan



3. Morena PS/PL Construction Package 3: Morena Middle Alignment

- **Associated Pure Water Project:** Morena PS/PL Project
- **Summary:** Two pipelines will start at Iroquois Avenue and will terminate at Genesee Avenue/Highway 52. One pipeline will transport wastewater to the NCWRP, while the other will transport salt and contaminants removed from the water at the NCPWF to the Point Loma Wastewater Treatment Plant.
- **Summary of Major Construction Package Components**
 - 3.6 miles of 48-inch welded steel force main
 - 3.6 miles of 36-inch brine/centrate high density polyethylene pipeline

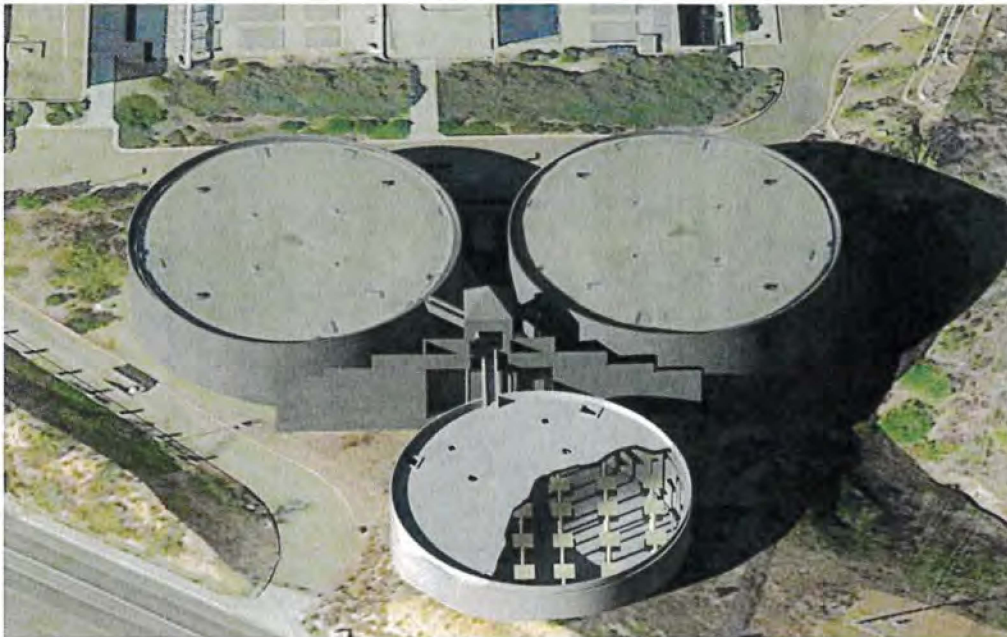
4. Morena PS/PL Construction Package 4: Morena Southern Alignment

- **Associated Pure Water Project:** Morena PS/PL Project
- **Summary:** Two pipelines will start at Sherman Street, follow West Morena Boulevard and terminate at Iroquois Avenue. One pipeline will transport wastewater to the NCWRP, while the other will transport salt and contaminants removed from the water at the NCPWF to the Point Loma Wastewater Treatment Plant. A 36-inch diameter welded steel water transmission main will be constructed and a 16 inch steel water distribution main will be replaced by 16 inch PVC in this package.
- **Summary of Major Construction Package Components**
 - 3.2 miles of 48-inch force main
 - 3.2 miles of 30-inch brine/centrate pipeline
 - Brine/centrate pressure reducing station
 - 3.2 Miles of existing 16-inch steel water distribution main replacement with PVC
 - 3.3 miles of new 36-inch water transmission main

5. NCWRP Expansion Construction Package 1: NCWRP Flow Equalization Basin

- **Associated Pure Water Project:** NCWRP Expansion
- **Summary:** This package includes the construction of one concrete equalization tank that will balance high/low wastewater flows from primary effluent and will provide for consistent flow to the biological treatment basins.
- **Summary of Major Construction Package Components**
 - 2.35-million-gallon flow equalization basin
 - Grading, yard piping and stormwater basin
 - Electrical and instrumentation

NCWRP Equalization Basin Package 1 Rendering



6. NCWRP Construction Packages 2 and 3: NCWRP Expansion and NCPWF Influent Conveyance

- **Associated Pure Water Project:** NCWRP Expansion
- **Summary:** This package will increase the amount of recycled water that the plant produces to meet the needs of both the non-potable reuse recycled water system and the new NCPWF. Plant expansion includes the construction of a 42.5 mgd pump station that will convey water to the NCPWF across Eastgate Mall Road.
- **Summary of Major Construction Package Components**
 - Plant expansion from 30 mgd to 52 mgd
 - 42-mgd Influent Pump Station and pipeline to the NCPWF
 - New primary clarifiers, new bioreactor basins and retrofit of existing basins, secondary clarifiers, new tertiary filter, chemical facilities, and yard piping
 - Equipment and electrical substation replacements
 - Electrical and instrumentation

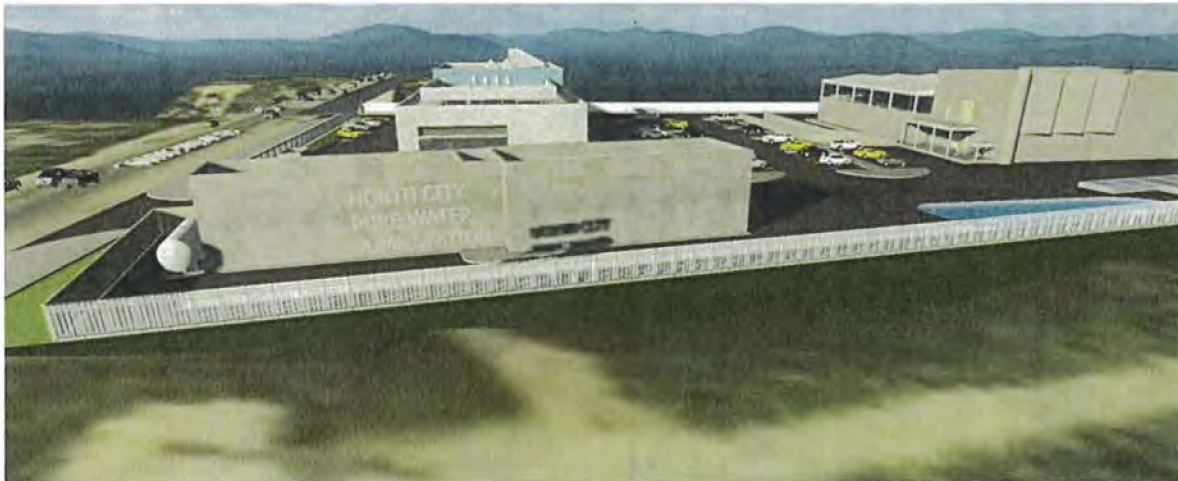
NCWRP Expansion Rendering



7. NCPWF Construction Package 1: NCPWF and NCPW Pump Station

- **Associated Pure Water Project:** NCWPF
- **Summary:** A new Pure Water Facility will be built on Eastgate Mall across the street from the existing NCWRP to clean the recycled water further and produce 30 mgd of a safe, high-quality drinking water source. A new pump station will be constructed adjacent to the NCPWF on Eastgate Mall Road to pump an annual average of 30 mgd to Miramar Reservoir. The package includes widening a portion of Eastgate Mall Road.
- **Summary of Major Construction Package Components**
 - New 34-mgd Pure Water Facility, including:
 - Ozone Generation and Contactor
 - Biologically Active Carbon (BAC) Filters
 - Membrane Filtration (MF) System
 - Reverse Osmosis (RO)
 - Ultraviolet Disinfection and Advanced Oxidation (UV/AOP)
 - Chemical Feed Systems
 - Operations Building
 - 30-mgd Pump Station (3 + 1 vertical turbine pumps)
 - Electrical and instrumentation

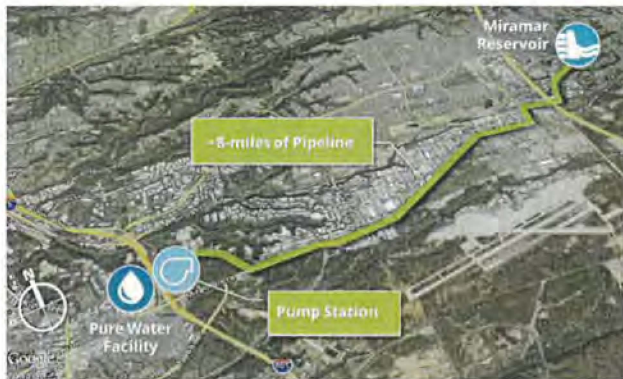
NCPWF and NCPW Pump Station Rendering



8. NCPW PS/PL Construction Package 1: NCPW Pipeline and Dechlorination Facility

- **Associated Pure Water Project:** NCPW PS/PL
- **Summary:** This package includes infrastructure to convey 30 mgd of purified water produced by the NCPWF to Miramar Reservoir. The pipeline will start on Eastgate Mall, follow Miramar Road, continue through Scripps Ranch and end at Miramar Reservoir. The package includes the replacement of 6.4 miles of asbestos cement watermains with PVC.
- **Summary of Major Construction Package Components**
 - 8 Miles of 48-inch welded steel pipe transmission main (purified water pipeline)
 - Dechlorination Facility
 - Standpipe
 - 6.4 miles of watermain replacement of 6, 12 and 16-inch asbestos cement (AC) pipe with 16-inch polyvinylchloride (PVC) pipe.

Pure Water Pipeline Alignment



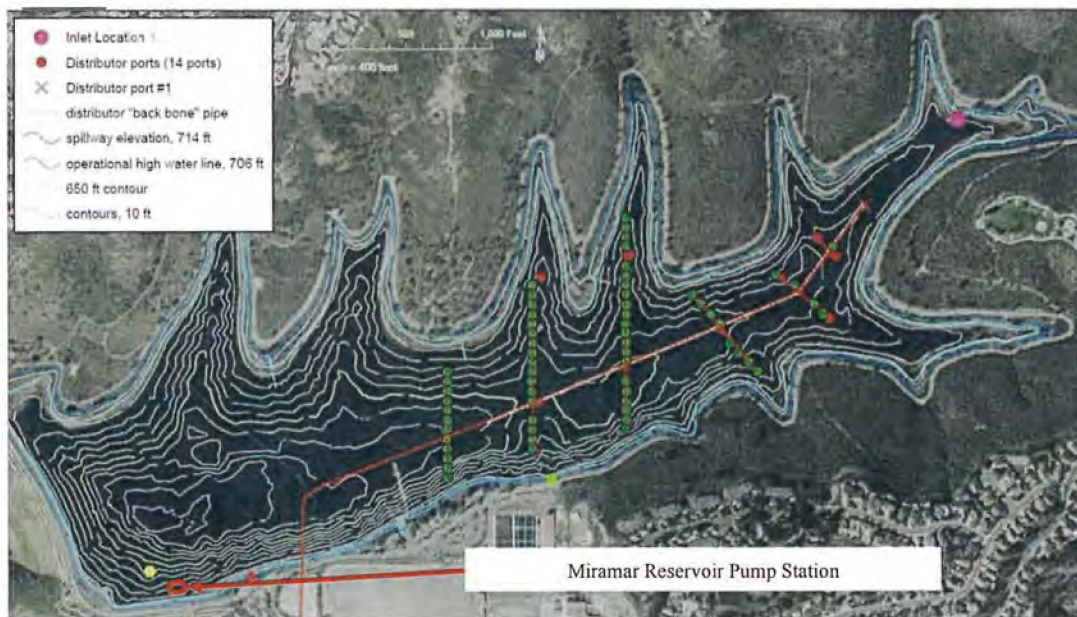
Dechlorination Facility Rendering



9. NCPW PS/PL Construction Package 2: Subaqueous Pipeline and Miramar Reservoir Pump Station Improvements

- **Associated Pure Water Project:** NCPW PS/PL
- **Summary:** This package includes 0.9 miles of pipeline with duckbill outlets placed at the bottom of Miramar Reservoir together with the rehabilitation of a 100 mgd pump station that delivers raw water from Miramar Reservoir to the Miramar Water Treatment Plant.
- **Summary of Major Construction Package Components**
 - 54-inch to 8-inch Subaqueous pipe
 - 94 Dual duckbill valve outlet ports
 - Miramar Reservoir Pump Station Improvements
 - Electrical and instrumentation

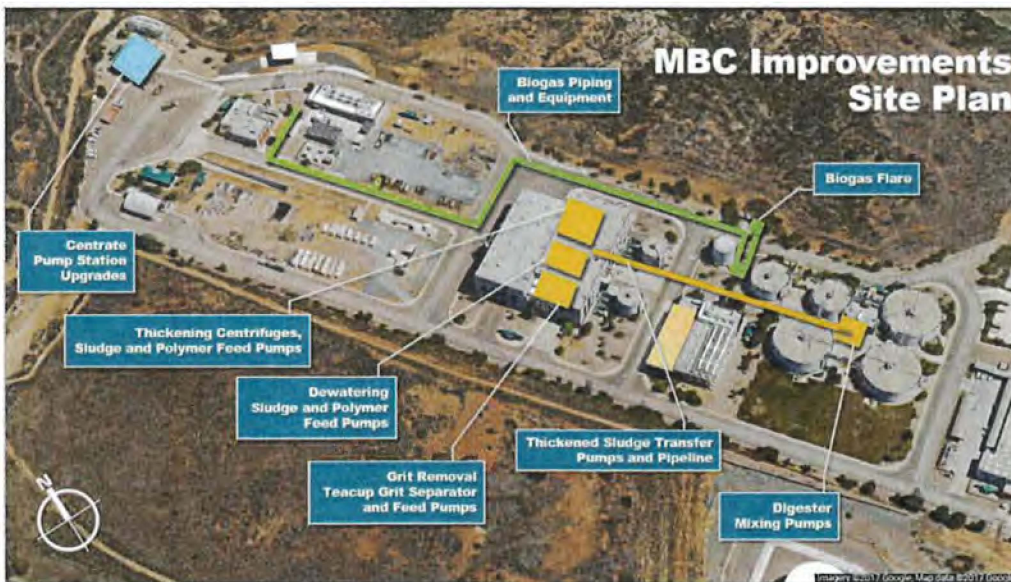
Subaqueous Pipeline Site Plan



10. MBC Construction Package 1: Metropolitan Biosolids Center Improvements

- **Associated Pure Water Project:** MBC Improvements
- **Summary:** This package will consist of improvements to the existing City biosolids center.
- **Summary of Major Construction Package Components**
 - Thickening centrifuges, sludge feed and polymer pumps, transfer pumps and supply pipeline
 - Digester mixing pump replacements, nozzles, overflow lines, biogas compressors, flare and biogas pipeline
 - Dewatering sludge feed pumps and polymer pumps
 - Centrate Pump Station pump and VFD replacements
 - Electrical and instrumentation

Metropolitan Biosolids Center Improvements Site Plan



APPENDIX B

MEMORANDUM OF UNDERSTANDING #1

PROJECT LABOR AGREEMENT SECTION 3.1

The City and the Parties agree that Project Work includes all onsite physical craft work that is part of startup and commissioning, including, but not limited to, system flushes and testing, loop checks, rework and modifications, and functional and operational testing up to and including the final running test. It is understood that the City's personnel and/or its representatives, together with the manufacturer's and/or vendor's representatives, and/or plant operating personnel may supervise and direct the startup, commissioning, rework, and modification activity, and that the onsite physical craft work is typically performed as part of a joint effort with these representatives and personnel. A manufacturer or its representatives may perform industry standard startup and commissioning work to satisfy its guarantee or warranty on a piece of equipment, and such work will be exempt from the Project Labor Agreement to the extent the work is excluded by Section 3.2(e) and/or Section 3.2(f).

CERTIFICATION OF LOCAL AGENCY

I HEREBY CERTIFY that I am the Assistant Deputy Director of the Local Agency of City of San Diego, and that the consulting firm of Stantec Consulting Services, Inc., or its representative has not been required (except as herein expressly stated), directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this Agreement to:

- (a) employ, retain, agree to employ or retain, any firm or persons; or
- (b) pay or agree to pay, to any firm, person or organization, any fee, contribution, donation, or consideration of any kind.

I acknowledge that this Certificate to be furnished to the United States Environmental Protection Agency (USEPA) in connection with this Agreement involving participation of USEPA funds, and is subject to applicable State and Federal laws, both criminal and civil.

1/5/2024

(Date)


(Signature)

CERTIFICATION OF CONSULTANT

I HEREBY CERTIFY that I am the Senior Vice President and duly authorized representative of the firm of Stantec Consulting Services Inc., whose address is 9797 Aero Drive, Suite 310, San Diego, CA 92123

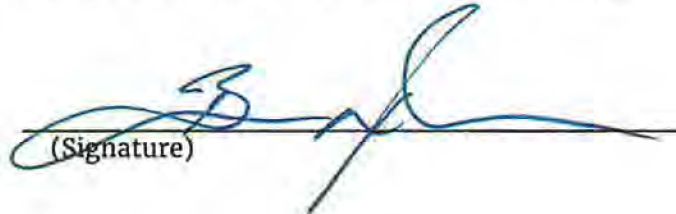
and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this Agreement; nor
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the agreement; nor
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement.

I acknowledge that this Certificate is to be furnished to the United States Environmental Protection Agency (USEPA) in connection with this Agreement involving participation of USEPA funds, and is subject to applicable State and Federal laws, both criminal and civil.

12/22/2023

(Date)


(Signature)



ATTACHMENT 3 – LETTER OF ASSENT

To be signed by all Contractors awarded work covered by the Project Labor Agreement prior to commencing work.

[CONTRACTOR'S LETTERHEAD]

DATE

Project Labor Coordinator

Address

Address

Address

Attention: _____

**Re: City of San Diego Project Labor Agreement
for Pure Water Program Phase II Project**

Dear Sir:

This is to confirm [Name of Company] agrees to be party to and bound by the City of San Diego Project Labor Agreement for Construction of Pure Water Program Phase II Projects, effective May 1, 2020, as such Agreement may from time to time be amended by the negotiating Parties or interpreted pursuant to its terms. Such obligation to be a Party and bound by this Agreement shall extend to all work covered by the Agreement undertaken by this Company on the Project pursuant to [City Contract No. _____ and Name of Covered Project], and this Company shall require all of its subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical Letter of Assent prior to their commencement of work.

Sincerely,

[Name of Construction Company]

By:

[Name and Title of Authorized Executive]

[Copies of this Letter must be submitted to the Project Labor Coordinator and to the Council consistent with Article 3, Section 3.3(b)]

ATTACHMENT 4 – RESERVED

Skilled and Trained Workforce Certification Form

Month: _____ Year: _____

In accordance with Public Utilities Code section 132354.7 and Public Contract Code sections 2600-2602, _____ (the "Prime Contractor") certifies that all the workers performing work in an apprenticeable occupation utilized on the project known as _____ (the "Project") during the monthly reporting period are either skilled journeypersons or apprentices in an apprenticeship program approved by the Chief of the Division of Apprenticeship Standards of the California Department of Industrial Relations (the "Chief").

"Skilled Journeyperson" means a worker who either:

- (1) Graduated from an apprenticeship program for the applicable occupation that was approved by the Chief or apprenticeship program located outside California and approved for federal purposes, pursuant to the apprenticeship regulations adopted by the Federal Secretary of Labor.
- (2) Has at least as many hours of on-the-job experience in the applicable occupation as would be required to graduate from an apprenticeship program that is approved by the Chief.

In addition, the Prime Contractor certifies that it has met the requirements of Public Contract Code 2601(d), subject to certain exceptions set forth therein, that the required percentage of the skilled journeypersons or skilled journeyperson hours employed to perform work on the Project by the Prime Contractor and all subcontractors are graduates of an apprenticeship program for the applicable apprenticeable occupation.

A graduate of an apprenticeship program means either of the following:

- (1) An individual that has been issued a certificate of completion under the authority of the California Apprenticeship Council for completing an apprenticeship program approved by the Chief pursuant to Section 3075 of the Labor Code, or
- (2) An individual that has completed an apprenticeship program located outside California and approved for federal purposes pursuant to the apprenticeship regulations adopted by the federal Secretary of Labor.

I declare, under penalty of perjury under the laws of the State of California, that the foregoing is true and correct. I certify that the attached Skilled and Trained Workforce Monthly Compliance Reports are complete and accurate.

Full Name: _____

Title: _____

Signature: _____

Date Signed: _____

Please upload the completed form to LCPTTracker monthly.

Skilled and Trained Workforce Monthly Compliance Report

DIRECTIONS: This form is required to be submitted by the Prime for all contractors regardless of tier by the 10th of the following month for work performed corresponding to this reporting period. Items with a red asterisk (*) indicate a required field.

*Project Title:			
*Project Number:			
*Prime Contractor:			
*Subcontractor:			
*Contact Name:			
*Contact Number:			
	<table border="1"> <tr> <td>Month</td> <td>Year</td> </tr> </table>	Month	Year
Month	Year		
*Work Month & Year:			

*Exemptions:	The contractor or subcontractor need not meet the apprenticeship graduation requirements if either (1) is true, or (2)(A) and (2)(B) are both true:	*Please select (True/False)	Exempt or non-exempt?
	(1) The contractor or subcontractor employed skilled journeypersons to perform fewer than 10 hours of work on the project during the reporting period?		Exempt if (1) is "True"
	(2)(A) The subcontractor was not a listed subcontractor under Section 4104 or a substitute for a listed contractor.		Exempt if both (2)(A) and (2)(B) are "True"
	(2)(B) The subcontractor does not exceed one-half of 1 percent of the price of the prime contract.		

*Report: Please fill out the following report for all apprenticeable occupations utilized in this reporting period.

SKILLED JOURNEYPerson (SJ) REPORT							
*Apprenticeable Occupation	*Required minimum SJ: Apprentice Graduate % (see 2 nd page attachment)	Number of Skilled Journeypersons (SJ) employed by the contractor to perform work on the project		SJ ratio between the number of SJ: Apprentice Graduates to SJ: On-The-Job Experience Workers	Number of hours worked by SJ employed by the contractor to perform work on the project		SJ ratio of hours worked by SJ: Apprentice Graduates compared with SJ: On-The-Job Experience Workers
		*SJ: Apprentice Graduate	*SJ: On-The-Job Experience		*SJ: Apprentice Graduate	*SJ: On-The-Job Experience	
EXAMPLE Laborer	40%	7	3	70%	30	70	30%

Terms	Definitions
Apprentice	Defined in Labor Code 3077
Skilled Journeyperson: Apprentice Graduate	Defined in Public Contracts Code 2601 (e) (1)
Skilled Journeyperson: On-The-Job-Experience	Defined in Public Contracts Code 2601 (e) (2)

ATTACHMENT 5

Apprenticeable Occupations (San Diego County)	Annual Apprenticeship Graduation Rate Minimum Requirements for Employed Skilled Journeypersons (%)		
	January 1, 2018	January 1, 2019	January 1, 2020
Asbestos Worker, Heat & Frost Insulator	40%	50%	60%
Boilermaker – Blacksmith	40%	50%	60%
Bricklayer	30%	30%	30%
Bricktender	40%	50%	60%
Bridge Carpenter	30%	30%	30%
Building Construction Inspector & Field Soils & Material Tester	30%	30%	30%
Carpenter	30%	30%	30%
Carpet, Linoleum & Resilient Floor Layer	40%	50%	60%
Cement Mason	30%	30%	30%
Drywall Finisher	40%	50%	60%
Drywall Installer/Lather (Carpenter)	30%	30%	30%
Electrician: Inside Wireman	40%	50%	60%
Electrician: Sound & Signal Technician	40%	50%	60%
Electrical Utility Lineman	40%	50%	60%
Elevator Constructor	40%	50%	60%
Field Surveyor: Chainman/Rodman	30%	30%	30%
Field Surveyor: Chief of Party	30%	30%	30%
Glazier	40%	50%	60%
Horizontal Directional Drilling (Laborer)	40%	50%	60%
Ironworker	40%	50%	60%
Laborer	40%	50%	60%
Landscape/Irrigation Fitter	40%	50%	60%
Landscape/Irrigation Laborer	40%	50%	60%
Marble Finisher	30%	30%	30%
Metal Roofing Systems Installer	40%	50%	60%
Millwright	40%	50%	60%
Modular Furniture Installer (Carpenter)	30%	30%	30%
Operating Engineer	30%	30%	30%
Operating Engineer: Dredger	30%	30%	30%
Operating Engineer: Landscape Construction	30%	30%	30%
Painter	40%	50%	60%
Painter: Industrial Painter	40%	50%	60%
Parking & Highway Improvement (Striper-Laborer)	40%	50%	60%
Pile Driver (Carpenter)	30%	30%	30%
Plasterer	30%	30%	30%
Plaster Tender	40%	50%	60%
Plumber, Pipefitter, Steamfitter	40%	50%	60%
Roofer	30%	30%	30%
Sheet Metal Worker	40%	50%	60%
Sprinkler Fitter (Fire Protection/Fire Control Systems)	40%	50%	60%
Stator Rewinder	40%	50%	60%
Terrazzo Finisher (Carpenter)	30%	30%	30%
Terrazzo Installer (Carpenter)	30%	30%	30%
Terrazzo Finisher	30%	30%	30%
Terrazzo Worker	30%	30%	30%
Tile Finisher	30%	30%	30%
Tile Layer	30%	30%	30%

Please visit the California Legislative Information website for further information on Public Contracts Code (PCC) 2600-2602 <https://leginfo.ca.gov/>

#62
02/27/2024

(O-2024-62)

ORDINANCE NUMBER O- 21773

DATE OF FINAL PASSAGE MAR 04 2024

AN ORDINANCE OF THE COUNCIL OF THE CITY OF
SAN DIEGO AUTHORIZING THE AS-NEEDED TECHNICAL
SERVICES AGREEMENT WITH STANTEC CONSULTING
SERVICES, INC. FOR PHASE 2 OF THE PURE WATER
PROGRAM (H2226024) AND RELATED ACTIONS.

WHEREAS, the Pure Water Program will provide a safe, drought-resistant, locally controlled drinking water supply for San Diego, providing 83 million gallons per day (mgd) at completion; and

WHEREAS, Pure Water Phase 1, located in the northern part of the City, will produce 30 mgd, while Phase 2, located in the central party of the City, will deliver the remaining 53 mgd, utilizing either the Lake Murray reservoir or San Vicente reservoir; and

WHEREAS, detailed analyses of the challenges and benefits of each reservoir must be performed before a final selection can be made; and

WHEREAS, similar to Phase 1, Phase 2 implementation will encompass design and construction of new treatment and conveyance facilities, financial and economic evaluations, public outreach and education, and securing regulatory approvals; and

WHEREAS, to support these efforts at both the project and program level, the City has a need for professional engineering and technical services on an as-needed basis; and

WHEREAS, in October 2022 the Public Utilities Department advertised for an As-Needed Technical Services Agreement (Agreement) for Phase 2, resulting in one proposal; and

WHEREAS, Stantec Consulting Services Inc. was selected in January 2023 as a qualified firm; 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; 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; 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 an As-Needed Engineering Technical Services Agreement with Stantec Consulting Services Inc. to provide design, program management and other support services for Pure Water Phase 2 in the amount not to exceed \$100,000,000 for a duration of ten (10) years.

Section 2. That the Chief Financial Officer is authorized to expend an amount not to exceed \$100,000,000 in total over the term of this Agreement from Fund 700011, Water Utility Operating, Fund 700010 Water Utility CIP, Fund 700001 Metro Sewer Utility, and Fund 700009 Metro Sewer CIP, as appropriate based on the tasks issued under the Agreement and contingent upon the adoption of the Annual Appropriation Ordinance for the applicable fiscal year and contingent upon the Chief Financial Officer furnishing one or more certificates certifying that the funds necessary for expenditure are, or will be, on deposit with the City Treasurer.

Section 3. That the Chief Financial Officer is authorized to expend an amount not to exceed \$1,000 from Fund 700011 Water Utility Operating, for the purpose of executing the Agreement and meeting minimum contract requirements.

Section 4. 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 5. 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 Elizabeth Anne Cason
Elizabeth Anne Cason
Deputy City Attorney

EAC:hm
January 25, 2024
Or.Dept: PUD
Doc. No. 3540470

I hereby certify that the foregoing Ordinance was passed by the Council of the City of San Diego, at this meeting of FEB 27 2024.

DIANA J.S. FUENTES
City Clerk

By Connie Patterson
Deputy City Clerk

Approved: 3/4/24
(date)

Todd Gloria
TODD GLORIA, Mayor

Vetoed: _____
(date)

TODD GLORIA, Mayor

Passed by the Council of The City of San Diego on FEB 27 2024, 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"/>
District 4 - vacant	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Marni von Willpert	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kent Lee	<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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input 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 MAR 04 2024.

AUTHENTICATED BY:

TODD GLORIA
Mayor of The City of San Diego, California.

(Seal)

DIANA J.S. FUENTES
City Clerk of The City of San Diego, California.

By Cornie Patterson, 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

FEB 13 2024, and on MAR 04 2024.

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

(Seal)

DIANA J.S. FUENTES
City Clerk of The City of San Diego, California.

By Cornie Patterson, Deputy

Office of the City Clerk, San Diego, California
Ordinance Number O- <u>21773</u>

Passed by the Council of The City of San Diego on February 27, 2024, by the following vote:

YEAS: LACAVA, CAMPBELL, WHITBURN, VON WILPERT, LEE, CAMPILLO,
MORENO, & ELO-RIVERA.

NAYS: NONE.

NOT PRESENT: NONE.

RECUSED: NONE.

VACANT: DISTRICT 4.

AUTHENTICATED BY:

TODD GLORIA

Mayor of The City of San Diego, California

DIANA J.S. FUENTES

City Clerk of The City of San Diego, California

(Seal)

By: Connie Patterson, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true, and correct copy of ORDINANCE NO. O-21773 (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 February 13, 2024, and on March 4, 2024.

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

DIANA J.S. FUENTES

City Clerk of The City of San Diego, California

(SEAL)

By: Connie Patterson, Deputy