

**AGREEMENT BETWEEN  
THE CITY OF SAN DIEGO  
AND  
BROWN AND CALDWELL  
FOR  
DESIGN OF PS2 IMPROVEMENTS AND  
MODERNIZATION**

**CONTRACT NUMBER: H2426362-M**

# TABLE OF CONTENTS

## ARTICLE I DESIGN PROFESSIONAL SERVICES

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

## ARTICLE II DURATION OF AGREEMENT

2.1	Term of Agreement.....	2
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.....	3
2.6	City's Right to Terminate for Convenience.....	3
2.7	City's Right to Terminate for Default.....	4

## ARTICLE III COMPENSATION

3.1	Amount of Compensation.....	4
3.2	Additional Services.....	4
3.3	Manner of Payment.....	4
3.4	Additional Costs.....	5
3.5	Eighty Percent Notification.....	5

## ARTICLE IV DESIGN PROFESSIONAL'S OBLIGATIONS

4.1	Industry Standards.....	5
4.2	Right to Audit.....	5
4.3	Insurance.....	6
4.4	Subcontractors.....	
4.5	Contract Records and Reports.....	
4.6	Non-Discrimination Requirements.....	11
4.7	Drug-Free Workplace.....	12
4.8	Title 24/Americans with Disabilities Act Requirements.....	12
4.9	Product Endorsement.....	13

4.10	Conflict of Interest.....	13
4.11	Mandatory Assistance.....	14
4.12	Compensation for Mandatory Assistance.....	14
4.13	Attorney Fees related to Mandatory Assistance.....	14
4.14	Energy Conservation Specifications.....	14
4.15	Notification of Increased Construction Cost.....	15
4.16	Sustainable Building Policy.....	15
4.17	Design-Build Competition Eligibility.....	15
4.18	Storm Water Management Discharge Control.....	15
4.19	ADA Certification.....	16
4.20	Prevailing Wage Rates.....	16

**ARTICLE V  
RESERVED**

**ARTICLE VI  
INDEMNIFICATION**

6.1	Indemnification.....	19
6.2	Design Professional Services Indemnification and Defense.....	
6.3	Insurance.....	19
6.4	Enforcement Costs.....	19

**ARTICLE VII  
MEDIATION**

7.1	Mandatory Non-binding Mediation.....	19
7.2	Mandatory Mediation Costs.....	
7.3	Selection of Mediator.....	
7.4	Conduct of Mediation Sessions.....	

**ARTICLE VIII  
intellectual property rights**

8.1	Work For Hire.....	
8.2.	Rights in Data.....	21
8.3	Intellectual Property Rights Assignment.....	21
8.4	Moral Rights.....	21
8.5	Subcontracting.....	21
8.6	Publication Design.....	22
8.7	Intellectual Property Warranty and Indemnification.....	22
8.8	Enforcement Costs.....	22

**ARTICLE IX  
MISCELLANEOUS**

9.1	Notices .....	22
9.2	Headings.....	22
9.3	Non-Assignment .....	22
9.4	Independent Contractors .....	23
9.5	Design Professional and Subcontractor Principals .....	23
9.6	Additional Design Professionals or Contractors .....	23
9.7	Employment of City Staff.....	23
9.8	Covenants and Conditions .....	23
9.9	Compliance with Controlling Law .....	23
9.10	Jurisdiction .....	24
9.11	Successors in Interest .....	24
9.12	Integration .....	24
9.13	Counterparts.....	24
9.14	No Waiver .....	24
9.15	Severability .....	24
9.16	Municipal Powers .....	24
9.17	Drafting Ambiguities .....	24
9.18	Conflicts Between Terms .....	24
9.19	Design Professional Evaluation.....	25
9.20	Exhibits Incorporated .....	25
9.21	Survival of Obligations.....	25
9.22	Contractor Standards .....	25
9.23	Equal Benefits Ordinance.....	25
9.24	Public Records .....	25
9.25	Equal Pay Ordinance .....	26

**DESIGN PROFESSIONAL AGREEMENT EXHIBITS AND ATTACHMENTS:**

Exhibit A – Scope of Services

Attachment 1 – PS2 CIP SCOPE

Exhibit B – Compensation and Fee Schedule

Exhibit C – Time Schedule

Exhibit D – City's Equal Opportunity Contracting Program Consultant Requirements

Exhibit E – Determination Form

Exhibit F – Consultant Performance Evaluation Form

Exhibit G – Contractor Standards Pledge of Compliance

**AGREEMENT BETWEEN  
THE CITY OF SAN DIEGO  
AND BROWN AND CALDWELL  
FOR DESIGN PROFESSIONAL SERVICES**

THIS Agreement is made and entered into between the City of San Diego, a municipal corporation [City], and **Brown and Caldwell** [Design Professional] for the Design Professional to provide Professional Services to the City for the Design of PS2 Improvements and Modernization [Project].

**RECITALS**

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

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

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

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

**ARTICLE I  
DESIGN PROFESSIONAL SERVICES**

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

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

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

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

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

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

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

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

## ARTICLE II DURATION OF AGREEMENT

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

whichever is the earliest. Any extension beyond sixty (60) months will require City Council approval via Ordinance.

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

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

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

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

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



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

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

### **ARTICLE III COMPENSATION**

**3.1 Amount of Compensation.** The City shall pay the Design Professional for performance of all Professional Services rendered in accordance with this Agreement, including reasonably related expenses, a total contract amount not exceeding \$2,941,124. The compensation for the Scope of Services shall not exceed \$2,891,124, and the compensation for Additional Services (described in Section 3.2), if any, shall not exceed \$50,000.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**4.3.1.1 Commercial General Liability.** The Design Professional shall keep in full force and effect Commercial General Liability (CGL) Insurance written on an ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of \$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; and (2) the policy will be maintained in force for a period of three years after substantial completion of the Professional Services or termination of this Agreement whichever occurs last. The Design Professional agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the City's exposure to loss.

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

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

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

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

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

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

**4.3.2 Deductibles.** 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 and Reports.**

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

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

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

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

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

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

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

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

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

**4.6.3 Compliance Investigations.** Upon the City's request, the Design Professional agrees to provide to the City, within sixty calendar days, a truthful and complete



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

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

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

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

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

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

**4.8 Title 24/Americans with Disabilities Act Requirements.** Design Professional has sole responsibility for ensuring that all Project plans and other design services comply with all accessibility requirements under Title 24 of the California Code of Regulations, known as the California Building Code (Title 24), and under the Americans with Disabilities Act Accessibility Guidelines (ADAAG) in effect at the time the designs are submitted to the City for review. When a conflict exists between Title 24 and ADAAG, the most restrictive requirement shall be followed by Design Professional (i.e., that which provides the most access). Design Professional warrants and certifies that any and all plans and specifications prepared for the City in accordance with this agreement shall meet all requirements under Title 24 and ADAAG. Design Professional understands that while the City will be reviewing Design Professional's designs for compliance in specific and certain areas under Title 24 and ADAAG prior to acceptance of Design Professional's designs, Design Professional understands and agrees that the City's access review process and its acceptance of Design

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

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

**4.10 Conflict of Interest.** The Design Professional is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices, including but not limited to California Government Code sections 1090, et seq. and 81000, et seq., and the City of San Diego Ethics Ordinance, codified in the San Diego Municipal Code at sections 27.3501 to 27.3595.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

to this Agreement on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Agreement, such wage rate shall apply to the balance of the Agreement.

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

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

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

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

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

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

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

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

**4.20.9 Contractor and Subcontractor Registration Requirements.** This project is subject to compliance monitoring and enforcement by the DIR. A Design Professional or subcontractor shall not be qualified to bid on, be listed in a bid or proposal, subject to the requirements of section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

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

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

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

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

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

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

**4.20.12.2 Certified Payroll Records.** The records required in Labor Code section 1776 shall be required to be kept and submitted to the City of San Diego, but will not be required to be submitted online with the DIR directly. The Design Professional will need

to keep those records for at least three years following the completion of the Agreement. (Labor Code section 1771.4).

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

**ARTICLE V  
RESERVED**

**ARTICLE VI  
INDEMNIFICATION**

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

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

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

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

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

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

**ARTICLE VII  
MEDIATION**

**7.1 Mandatory Non-binding Mediation.** With the exception of Sections 2.5-2.7 of this Agreement, if a dispute arises out of, or relates to this Agreement, or the breach thereof,



and if said dispute cannot be settled through normal contract negotiations, prior to the initiation of any litigation, the Parties agree to attempt to settle the dispute in an amicable manner, using mandatory mediation under the Construction Industry Mediation Rules of the American Arbitration Association (AAA) or any other neutral organization agreed upon before having recourse in a court of law.

**7.2 Mandatory Mediation Costs.** The expenses of witnesses for either side shall be paid by the Party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator [Mediator], and the cost of any proofs or expert advice produced at the direct request of the Mediator, shall be borne equally by the Parties, unless they agree otherwise.

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

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

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

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

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

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

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

**ARTICLE VIII  
INTELLECTUAL PROPERTY RIGHTS**

**8.1 Work For Hire.** All original designs, plans, specifications, reports, documentation, and other informational materials, whether written or readable by machine, originated or prepared exclusively for the City pursuant to this Agreement (Deliverable Materials) is “work for hire” under the United States Copyright law and shall become the sole property of the City and shall be delivered to the City upon request. The Design Professional, including its employees, and independent Subcontractor(s), shall not assert any common law or statutory patent, copyright, trademark, or any other intellectual proprietary right to the City to the Deliverable Materials.

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

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

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

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

intellectual property rights. City shall have the right to review any Subcontractor agreement for compliance with this provision.

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

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

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

## **ARTICLE IX MISCELLANEOUS**

**9.1 Notices.** In all cases where written notice is required under this Agreement, service shall be deemed sufficient if the notice is deposited in the United States mail, postage paid. Proper notice shall be effective on the date it is mailed, unless provided otherwise in this Agreement. For the purpose of this Agreement, unless otherwise agreed in writing, notice to the City shall be addressed to: Engineering & Capital Projects Department, c/o Shaza Nezha, 525 B Street, San Diego, CA 92101, and notice to the Design Professional shall be addressed to: Brown & Caldwell, c/o Amer Barhoumi 451 A St., #1500, San Diego, CA 92101, [Abarhoumi@BrwnCald.com](mailto:Abarhoumi@BrwnCald.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 team: Dusan Stanisic (BC, Pump Station expert), Frank Shadan (BC, electrical), Melvin Ridley (BC, I&C), Jean Libby (M&L, structural), Don King (DHK, permitting/Odor/SDGE), Matt Dorman (Balboa, Constructability), Adam Hoch (HOC Consulting, permitting assistance), Minh Ngyuen (MBN, Architecture), James Nicolau (Paradigm, 3d Survey), Pete Wong (PWE, Screens & QA/QC), Byram Jennex (SDE, surveying), [Project Team]. Accordingly, performance of Professional Services under this Agreement may not be delegated to other members of the Design Professional's organization or to Subcontractors without the prior written consent of the City. It is mutually agreed that the members of the Project Team are the principal persons responsible for delivery of all Professional Services and may not be removed from the Project Team without the City's prior written approval. Removal of any member of the Project Team without notice and approval by the City may be considered a default of the terms and conditions of this Agreement by the Design Professional. In the event any member of the Project Team becomes unavailable for any reason, the City must be consulted as to any replacement. If the City does not approve of a proposed replacement, the City may terminate this Agreement pursuant to section 2.6 of this Agreement. Further, the City reserves the right, after consultation with the Design Professional, to require any of the Design Professional's employees or agents to be removed from performance of the Scope of Services.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

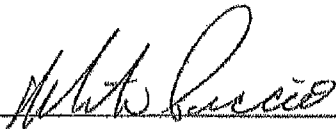
Nothing in this Agreement creates any obligation for the City to notify the Design Professional or obtain the Design Professional's approval or consent before releasing information subject to disclosure under the California Public Records Act.

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

*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 San Diego Municipal Code 22.3207, authorizing such execution, and by the Design Professional pursuant to Brown and Caldwell's signature authority document.

I HEREBY CERTIFY I can legally bind Brown and Caldwell and that I have read all of this Agreement, this 30<sup>th</sup> day of May, 2024.

By   
Mike Puccio  
Vice President

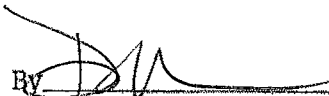
Dated this 5<sup>th</sup> day of June, 2024.

THE CITY OF SAN DIEGO  
Mayor or Designee

By   
Berric Doringo  
Deputy Director  
Purchasing & Contracting

I HEREBY APPROVE the form of the foregoing Agreement this 10<sup>th</sup> day of June, 2024.

MARA W. ELLIOTT, City Attorney

By   
Bonny Hsu  
Deputy City Attorney



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

## SCOPE OF SERVICES

### PROJECT BACKGROUND

Pump Stations 2 (PS2) is the largest and most critical pump station within the City of San Diego's (City) wastewater collection system. PS2, located at 4077 North Harbor Drive, is the terminal pump station at the confluence of the North Metro Interceptor (NMI) and South Metro Interceptor (SMI) systems. The pump station houses eight vertical shaft-driven centrifugal pumps. Each pump has a maximum capacity of 50,000 gallon per minute (gpm). Six of these pumps have 2,250 hp electrical motors, and two pumps are driven by natural gas engines. City is currently in the process of replacing the natural gas engines with electric motors and has added a power plant which includes two 4 Mega Watt( MW) diesel engines and two 3MW natural gas engines for power reliability and surge protection. The pump station discharges an average daily flow of 184 million gallons per day (mgd) into two parallel 87-inch-diameter force mains. The force mains combine into one tunnel and terminate into the Point Loma Wastewater Treatment Plant. PS2 was put into service in 1963 with several phased upgrades in 1986, 1987, 1990, and 1992. The engine-driven pumps provide surge protection to the pump station and the force mains in case of a power outage. The normal operation of PS2 is to use both parallel force mains. A single force main operation is only selected during low dry weather flows. PS2 is also manually operated 24 hours a day, 7 days a week. The operator manually selects pumps, sets pump speed, and monitors wet well levels and flow. The operation data is available to the operator via Distributed Control System (DCS). With seven pumps in service and one standby, PS2 has a rated capacity of 432 mgd. PS2 has the following components:

- A headwork facility completes with influent structure, motorized sluice gates, Parkson Aqua guard traveling screens, stationary bar rack, screening conveyors, hopper, and bin. The screen facilitates removal of rags and debris that may cause wear and harm to the downstream pumps.
- Two forced draft cooling towers to allow cooling the three liquid rheostats controlling pump speed.

- An odor control system with horizontal mist scrubber, carbon towers, exhaust stack, sodium hydroxide, and sodium hypochlorite chemical feed systems. The odor control system removes foul air from the influent structure and the screens area.

**PROJECT DESCRIPTION**

PS2 is critical asset and must provide reliable uninterrupted service. It is imperative that the condition of various components of the pump station be known to ascertain its reliability and functionality. The City has been experiencing service disruptions in performance of several assets at PS2. In early 2016, the 42-inch discharge lateral connection to the 72-inch header at PS2 failed because of corrosion, requiring an emergency repair. The City partnered with HDR to assess the condition of PS2 as part of the wastewater facilities condition assessment contract and resulted in the attached Condition Assessment Report dated May 11, 2018. The selected Design Professional shall review the Condition Assessment, review the recommendations outlined in this Request for Proposal, inspect pump station, and prepare contract documents which can be utilized for advertisement of the PS2 Improvements and Modernization Project (PROJECT).

**DESIGN SCOPE OF SERVICES**

This Design Scope of Services defines the extent of the Design Professional's engineering services needed for the PS 2 Improvements and Modernization PROJECT. The Design Professional shall perform all the studies, environmental review, and approvals necessary to finalize the design and prepare the specifications for construction using the current City of San Diego standard construction specifications requirements. The Design Professional shall review the Condition Assessment and specific improvements identified below, submit a Basis of Design Report, as well as a package for review at 60%, 100% and Final Design. Each milestone will have minimum requirements of completion to be accepted and reviewed by the different departments within the City. Each review cycle requires the Design Professional attend comment review meetings with all the reviewing parties, as well as intermediate meetings to resolve questions and conflicts. The Design Professional shall meet the requirements of the City's plan check process at 60 %, 100% and final design.. The Design Professional shall be

## EXHIBIT A

responsible for reviewing the Condition Assessment, assessing the below tables of identified upgrades, utilizing the existing data to provide the design. The Design Professional shall also provide a construction sequencing to ensure uninterrupted operations, site restoration, coordinate the resolution of all potential utility conflicts, and assist the City in securing all the environmental permits and any other permits or temporary easement access rights, if any, required to complete the design and construction of the PROJECT. The Design Professional shall provide design services, bid, and award support, construction support, and as-built services. Please refer to Attachment 1 in Exhibit A for Pump Station 2 Improvements and Modernization CIP PROJECT list scope of work.

### **PROJECT CONSIDERATION:**

The design submittals shall include:

- 1- Confirming the demands and pressure assumptions from the Condition Assessment vs. field measurements and all available data.
- 2- Confirming system envelope which covers all points of operation.
- 3- Evaluate and select pumps and motors that cover current and future flows for PS2.
- 4- Review the condition of the existing eight pumps at PS2, evaluate the latest available technology, determine the most suitable pumping system, and provide recommendations for pump rehabilitation vs replacement. The recommendations should be in support of City's reliability, efficiency, and sustainability goals. Condition assessment of existing motors will not be performed. Recommendation on the motors will be based on pump operating requirements and compatibility with recommended drives.
- 5- Perform surge analysis of the system and provide mitigation measures if necessary.
- 6- Provide narrative description of pump station operation, control strategy, and startup and commissioning of new or rehabilitated equipment of the pump station in construction.
- 7- Describe approach to be used during design to minimize operational impact during construction.

## EXHIBIT A

- 8- Provide criteria and requirements to be incorporated in the detail design of pump station.
- 9- Prepare a Process Flow schematic for the upgraded pump station.
- 10- Prepare Process and Instrumentation diagrams for the upgraded pump station.
- 11- Prepare control descriptions for the upgraded pump station that is in-line with the existing system.
- 12- Provide surge protection that minimizes stresses on the equipment and prevent catastrophic failures in the event of a power failure and improvements needed at the station to accommodate those changes. Evaluation and design of electrical power storage systems for surge protection mitigation during a power failure are not included in the Scope of Services.
- 13- Provide control and drives that optimize operations and allow smooth flow deliveries over the anticipated flow range and consistent with COMNET.
- 14- Ensure consistency with current electrical upgrades (at PS2) while maintaining reliability.
- 15- Provide electrical upgrades limited to replacement of the pump motors, drives, and associated power and controls that align with the City, SDG&E and onsite power generation requirements. No design modifications to the onsite power generation system are included in the Scope of Services.
- 16- Provide improvements that promote effective draining of the wet well when needed
- 17- Design shall allow maximum use of existing infrastructure to reduce overall cost.

### **1.0 PROJECT MANAGEMENT**

The Design Professional shall be responsible for overall PROJECT Management, which will include activities such as, preparing for and attending progress meetings, coordination with the City program management team, providing information and task progress updates, and documenting meetings, telephone conversations, and email communications. This assumes the wet wells are in conditions to be rehabbed and not replaced.

1.1 Management Support: Provide management support to the City in the execution of the PROJECT's design stage and design-related coordination during the bid, award, and construction stage.

1.2 PROJECT Scheduling and Budget Control

1.2.1 Status Update: Provide status on PROJECT design issues/problems. The PROJECT status log shall be organized by issue/problem subject matter. Action items shall be in one list.

1.2.2 PROJECT Schedule: Establish, monitor, and maintain PROJECT scheduling and budget controls. Initiate corrective action when deviations from scheduled task completions and budgets arise.

1.2.3 PROJECT Schedule Maintenance: Maintain the PROJECT design schedule as a tool in managing and monitoring PROJECT progress. The schedule shall include PROJECT tasks, task interrelationships, milestones, and intermediate and final PROJECT deliverables, in accordance with the City of San Diego Guidelines and Standards.

1.2.4 Sub-Schedules: Develop separate schedules for individual tasks, monitor continuously, and update to show actual and planned progress.

1.3 Monthly progress reports and invoicing:

Monthly report: Develop the format of the final monthly progress report in coordination with the City's PROJECT Manager. The report will be used by the City for briefings and to track overall progress and identify design issues.. The report shall includes a risk register that outlines the basis for the sequence of steps each team member needs to take to reach a resolution and keep the PROJECT moving forward, the report shall be attached to the monthly progress invoice. Report contents include, but are not limited to:

1. Schedule Information,
2. Percentage of individual task completion,
3. Budget Information,

4. Problems Encountered,
5. Out-of-Scope Authorizations,
6. Design Professional Action Items,
7. City Action Items, and
8. Resolved Items and Resolution organized by issue.
9. Design Professional shall identify risks to the PROJECT that require additional planning, including but are not limited to, Site safety - confined space inspections of influent channels, accurate assessment of asset criticality, identifying utility conflicts, need for potholing, construction costs.

#### 1.4 Coordination

1.4.1 PROJECT Coordination: Provide coordination and communications between the City PROJECT Management staff and the Design Professional staff as necessary to keep the entire PROJECT Team informed of the PROJECT's progress on key issues and decisions. The Design Professional shall inform the City of subconsultant activities and relay any feedback from the City staff to subconsultants (included in PROJECT Management, Section 1.1)

1.4.2 Monthly Progress Reports: Prepare monthly progress reports to provide coordination and communications between Design Professional's PROJECT Management Team and their individual Task Managers of the various PROJECT elements, activities, and tasks. The Monthly Progress report will be submitted to the City with the monthly invoice.

#### 1.5 Meetings

The Design Professional shall attend all scheduled meetings as described herein (virtual or on site) related to the design, bid, award and construction of the PROJECT. The Design Professional shall prepare a meeting agenda and minutes for all meetings and distribute these to attendees and others designated by the City's PROJECT Manager. Ensure that all PROJECT Team action items are addressed by the appropriate Design Professional task managers. Attend meetings as requested by the City and coordinate the preparation of supporting materials, as

## EXHIBIT A

required. Provide the status on PROJECT design issues/problems. The PROJECT status log shall be organized by issue/problem subject matter. Action items shall be on one list.

- 1.5.1 Kick off Meeting: The Design Professional shall conduct a design kick-off meeting (virtual or on site) and, the Design Professional shall have its PROJECT Manager and Lead Design Manager attend the meeting and present the PROJECT schedule. The Duration of the meeting is estimated at 2 hours.
- 1.5.2 Monthly Meetings: The Design Professional shall lead monthly progress meetings (virtual or on site) with the City's PROJECT Manager. The monthly meetings shall be attended by the Design Professional PROJECT Manager and their Lead Process Mechanical Engineer. This meeting shall include the City's Department of Real Estate and Airport Management to discuss any necessary coordination, permits, joint-use agreements that needs to be prior to construction. The Design Professional shall determine the needs for each meeting and shall provide technical substitutions if needed. It is estimated that each monthly meeting will be 2 hours in duration.
- 1.5.3 Pre-Submittal Meetings: The Design Professional shall attend four (4) pre-submittal meetings (virtual or on site) to review various design issues prior to the submittal. The meetings will be held prior to the Basis of Design Report (BDR), 60% Design, 100% Design, and Final Design. The duration of each meeting is estimated at 2 hours.
- 1.5.4 Comment Resolution Meeting: The Design Professional shall lead a total of 4 Comment Resolution meetings (virtual or on site) with the City engineers, staff and operators, regulatory agencies, etc. One meeting will be held for each submittal (BDR, 60%, 100%, and Final Design) The duration of each meeting is estimated at 1.5 hours.
- 1.5.5 Operations Meetings/ Workshop Meetings: In addition to the meeting stated in 3.2.9.2, the Design Professional shall lead six (6) on site or virtual monthly progress meetings with the City operators. These meetings will address various Operation and Maintenance (O&M) concerns including Supervisory Control and



## EXHIBIT A

Data Acquisition (SCADA), and pump control strategies. The meetings will be held after preparation of the BDR, 60% Design, 100% Design, and Final Design. The Design Professional shall respond to pump station operations comments on a form provided by the City. Each meeting is estimated at 1.5 hours.

- 1.5.6 Quality Assurance/Quality Control (QA/QC) Meeting. The Design Professional shall attend one (1) meeting (virtual or on site) with the City's QA/QC section or the appropriate agency to discuss the plans, specifications, and bid items at 100% Design. The meeting shall be attended by the Design Professional PROJECT Manager and shall be no more than 3 hours in duration. The Design Professional shall determine the needs for each meeting and will provide expertise and technical substitutions if needed.
- 1.5.7 Agency Meetings. The Design Professional shall attend up to ten (10) on site or virtual meetings with various agencies requiring coordination for this PROJECT. These may include, but are not limited to California Department of Transportation (Caltrans), California Coastal Commission, Federal Aviation Administration, San Diego Airport Authority, San Diego Port District, San Diego Air Pollution Control District, County of San Diego, City of San Diego Development Services Department, San Diego Gas and Electric (SDG&E), and various franchise utilities.
- 1.5.8 Condition Assessment Site Inspections and Reports: The Design Professional shall perform semiannual site inspections (up to 5 site inspections) during the design stage. The main purpose of the site inspections will be to ensure that conditions in the field have not changed. These site inspections will be ongoing until the commencement of construction. The Design Professional shall provide a written summary after each site inspection to the City's PROJECT Manager. This summary shall include any observed changes to the site condition that will require modifications to the construction scope of work. The Design Professional will summarize all communications occurred at the site, findings, take photographs, and document any needed changes to the approach. Any

anticipated impact on the PROJECT progress and budget will be discussed with the City prior to further progression of the design. The site inspections and reports shall be in the form of a memorandum, stamped and signed by the engineer of record, and will cover any ancillary tasks that could impact the integrity of the existing scope of work. Discussion of the findings will take place during regular progress meetings. Any additional work resulting from the site inspections will be negotiated in good faith after the City's authorization.

**2.0 DATA ACQUISITION, VERIFICATIONS, AND INVESTIGATIONS - STAGE A**

2.1 Collect and review existing records: Collect and review existing records, review existing data, including HDR Wastewater Condition Assessment report dated May 11, 2018, geographic information system information, records, drawings, reports, maps, and other documents relevant to the limits and scope of this PROJECT.

2.2 Site investigations, verifications and evaluation: Conduct site investigation, tests, and perform a visual condition assessment of existing pump station and above ground force main, and all work aspects included in this PROJECT; investigate available means and methods for leak repair, construction joint sealing, concrete repair and concrete waterproofing; make recommendations for materials for rehabilitation or replacement. The site investigation shall include shafting, packing box for pitting and suitability of replacement of mechanical seals and recommendations. Evaluate and inspect pump station appurtenances with respect to current Hydraulic industry standards, Occupational Safety and Health Administration (OSHA) requirements, and United States Environmental Protection Agency (EPA), and Ten-State Standards requirements to determine the extent of the repair work needed, whether it is salvageable, or whether replacement is recommended. Design Professional shall complete intrusive tests measures to complete the evaluation. Evaluations include, but are not limited to:

- Influent Channel and Wet Well Inspection and Evaluation: The Design Professional shall perform concrete samples and Structural assessment by a structural engineer to determine the root cause of the deficiencies, cracking, and

## EXHIBIT A

corrosion of the reinforcement and deterioration of the concrete identified in the 2018 HDR report. The locations and quantities of delamination, spalling, cracks, and other deficiencies shall also be documented and quantified. Spalling size and whether reinforcement is present shall be documented. Crack widths greater than 0.03” and its lengths shall be documented. Any signs of member distress shall be recorded, and if a member appears to be unsafe or close to failure, Design Professional shall notify the City immediately and recommend any precautionary measures as needed to relieve the unsafe loading and address the unsafe condition. Concrete cores can be taken and tested for several purposes such as Compressive Strength, Carbonation Depth, Chloride Permeability, and pH Testing. If results of the samples show a much deeper and more extensive deterioration than original shown in the HDR report, the City and the Design Professional shall meet to discuss any additional design effort that goes beyond spot repair or what is currently scoped.

- Mechanical Screens Assessment: The Design Professional shall inspect the screens, discuss with operators, and identify the level of effort needed to anchor the screens. Other work resulting from site investigation and not included here in shall be negotiated with the City in good faith.

- 2.3 Develop a design Base Map which includes right-of-way, easement, and lot lines.
- 2.4 Review Existing Surveys: Review City-provided or County-provided surveys and perform survey research from other agencies. Import MicroStation files and check for areas needing additional surveys.
- 2.5 As Built research: Perform as-built research and obtain all additional as-builts that have not been provided by the City including Development Services Department, record documents, and other available sources of information related to the site. As the design progresses, the Design Professional shall verify the accuracy of existing drawings and record documents to ensure that they are up to date and reliable. Any drawings that are determined to be inaccurate and/or not representative of the conditions in the field shall

be brought to the City's attention and the Design Professional shall work with the City on a resolution.

2.6 Review all Reports: The Design Professional shall review all available reports, construction and repair documents, and other materials as available that are pertinent to this PROJECT and provided by the City including the Condition Assessment Report.

2.7 The Design Professional shall visit the site as needed to assist in preparing the drawings and specifications. The Design Professional shall take pictures during site visits and have them readily available to share upon request from the City.

2.8 Subconsultant Coordination: Coordinate all subconsultants work and invoicing.

2.9 PERMITTING

2.9.1 Permits: Design Professional shall identify all permitting requirements early in the preliminary design stage and develop a clear and detailed permitting processing and acquisition plan. This task involves obtaining permits from various agencies involved with the construction of PS2, including but not limited to California Coastal Commission and Federal Aviation Administration and Marine Corps (MCRD).

2.9.2 Permit Application: Assist the City in providing technical information to help the City in preparing applications and supporting technical reports (e.g., Noise Study, Sea Level Rise Assessment memo) for permits with applicable regulatory agencies (i.e., California Coastal Commission and Federal Aviation Administration) having jurisdiction to review and approve the design; assist the City in consultations with such agencies; as appropriate. The Design Professional shall assist with the submittal of final copies of the revised report, drawings, and specifications to the appropriate regulatory agencies.

2.9.3 Permit Submittal: The Design Professional shall provide all design related materials necessary for permit submittal packages, arrange all meetings, and coordinate all correspondence necessary for obtaining the permits and permissions listed above. The Design Professional shall assist the City's PM to

maintain any Agency Permit and private property easement permission log throughout the duration of the PROJECT. This ensures that submittals made to jurisdictional agencies and regulatory agencies are completed in a timely fashion to avoid potential PROJECT delays. This log shall contain submittal dates, meeting dates, dates of when comments were received, and shall track follow-up telephone calls and correspondence.

### **3.0 BASIS OF DESIGN REPORT (BDR)**

The Design Professional shall conduct a comprehensive review of HDR's Condition Assessment report of PS2 and verify the validity of the recommendations or assess if any field conditions have changed since the report's preparation. The recommendations provided in the Condition Assessment report are solely for reference purposes. The Design Professional shall perform their own investigation and provide an engineering opinion on the recommended repairs, along with presenting various alternatives in the BDR, highlighting any preferred alternatives. The BDR shall include a business case evaluation (BCE) for the liquid rheostat VFD. This BCE will be limited to the technical evaluation and potential impacts of the liquid Rheostat conversion. The BDR shall also evaluate sewage pump replacement vs rehabilitation and confirm electrical system capacity/standby power. Additionally, the BDR shall summarize Design Professional scope, approach, findings, site visit documentation of the existing conditions, permitting acquisition plan needed, and Design Professional recommendations for what should be repaired along with preliminary repair approach and strategies. The BDR shall include the following:;

- 3.1 Review Plans & Specification: Review reports, plans, specifications, operation manuals and other records furnished by the City.
- 3.2 Internal Kick-Off Meeting: The Design Professional shall conduct an internal PROJECT kickoff meeting with all involved engineering disciplines. The meeting shall be attended by the Design Professional PROJECT Manager and one member from each of the disciplines required for this PROJECT.

## EXHIBIT A

- 3.3 Verify site conditions: The Design Professional shall perform site walks to identify existing site conditions and catalog utility appurtenances and above ground features along the proposed Design. Design Professional shall take pictures during site visits and have them readily available to share upon request from the City.
- 3.4 Surge analysis: Perform an analysis of the existing pump station utilizing the acquired data. The analysis shall focus on identifying the pump station performance deficiencies. Design recommendations shall be prepared and presented to the city. Any scope items that are not covered in this document shall be brought to the city's attention. 3.5  
Accessory structure: Investigate additional structures needed for bypass operation and determine impact on schedule and budget and obtain City approval on approach.
- 3.6 HVAC Design: The Design Professional shall provide adequate HVAC system that will keep the VFDs operating within the manufacturer specified temperature operating range. Design Professional shall Design any other HVAC items related to the improvements in this PROJECT.
- 3.7 Base Map and 3-D Survey: Develop a design base map which includes right of way, easement and lot lines and perform a 3-D survey of PS2 interior to be used for proper equipment layout.
- 3.8 Plans and Specification List: Prepare plans and specifications list for the pump station replacement based on the design recommendations.
- 3.9 Construction stage services: This task shall examine sequencing of construction activities to ensure continued pump station operations and avoid any spills during pump station rehabilitation, Design Professional shall also provide construction sequencing for all aspects of work included in this PROJECT including Wet Well Repairs Sequencing Plan, Influent Channel improvements, Mechanical screen anchoring, Pumps replacement or refurbishments improvements. Any new equipment or work will need to factor the operation of the crane and accessibility to the lower levels of the building into account. Verifying access and the process by which each piece of equipment is removed, replaced, or rehabilitated will be important as part of the phasing of the work.

## EXHIBIT A

The phasing of the work will need to be carefully considered to allow construction to progress while minimizing impact on the operations of PS2. The Design Professional shall develop a procedure and define the process for how each part of the PS2 PROJECT progresses so that the bidding contractors can understand the complexity, workflow, and schedule challenges for the PROJECT. The Design Professional shall identify areas to stage the construction, provide laydown areas, construction equipment storage, and facilitate overall construction while maintaining operations. Items such as contractor parking, construction trailer, and equipment storage will all need to be provided close to the PS2 site for facilitate construction. These areas need to be identified in the BDR and early in the PROJECT so the necessary coordination, permits, joint-use agreements can be in place well ahead of bringing the contractor on board to begin construction.

- 3.10 Demolition Plan: Provide a plan for demolition and removal of equipment designated for replacement.
- 3.11 Design Documents: Prepare preliminary design documents for the pump station improvements. Preliminary design documents are to include:
  - 3.11.1 Final design criteria including equipment selection, pump capacity, and hydraulics analysis. The desktop hydraulic analysis shall be performed based on information and data provided by the City for present and future demand conditions.
  - 3.11.2 Preliminary design drawings including:
    - Process Flow Diagram
    - Electrical Single Line Diagrams (if Liquid Rheostat is replaced with VFD and for Bypass pumping)
    - Process and Instrumentation Drawing
    - Plan view of pump station
    - Elevations/Sections/Details required to relay the design intent.

## EXHIBIT A

- 3.11.3 Identify code compliance requirements for electrical improvements associated with replacement of the pump motors and drives.
- 3.11.4 Control narrative: Provide a Control narrative for operation and monitoring of the system. This shall be done by reviewing existing narrative and updating it to reflect new conditions.
- 3.11.5 List of required technical specifications for final design.
- 3.11.6 Construction sequencing: This task shall examine sequencing of construction activities to ensure continued pump station operations and avoid any spills during pump station rehabilitation.
- 3.11.7 Opinion of probable PROJECT costs: Prepare class 5 per AACE cost estimate and submit to the City for review.
- 3.11.8 PROJECT Schedule: Prepare a PROJECT schedule identifying the duration of final design, bid, and construction stages for the recommended alternative for review by the City.
- 3.11.9 Hazardous material: Identify locations of suspected hazardous materials (lead paint, asbestos, etc.) or concerning environmental conditions, based on known/assumed age and type of construction of the pump station. Coordinate with the City and appropriate agencies if any design-stage studies are needed for hazardous materials the Design Professional shall discuss and negotiate with the City in good faith.
- 3.11.10 Electrical Basis of Design: Perform an electrical basis of design limited to the following evaluations:
  - 1. Liquid Rheostat vs. VFD (including pump min/max flow requirements)
  - 2. Synchronous vs. Induction motor (including pump min/max flow requirements)



3. On-site generator compatibility with VFDs

**BDR DELIVERABLES**

- Draft BDR with alternative evaluation matrix
- Basis of Cost Opinion
- Basis of Design Calculations
- Recommended Alternatives
- Final BDR

**4.0 DESIGN**

This task is to complete the design documents for the PROJECT. The Design Professional shall submit 60%, 100%, and final level design drawings and the Basis of Design Report for City and County review and approval. Every design submittal shall, at a minimum, fulfill the requirements of all applicable design and drafting checklists for sewer and right-of-way design in the City of San Diego. Drawings shall be stamped by a Registered California Professional Engineer. All design submittals shall be in accordance with City of San Diego Public Works Engineering Documents & References located at: <https://www.sandiego.gov/ecp/edocref/>. They shall also be in accordance with the current Greenbook, City of San Diego Standards. If a standard changes prior to Final Design, the City and Design Professional shall meet to discuss the extent and impact of the change on the design drawings. If the impact of the change is deemed negligible by the City the Design Professional shall revise plans accordingly otherwise the impact of the change shall be brought up to City attention and a fair compensation shall be negotiated.

This PROJECT critical electrical and Instrumentation and Control (I & C) design work must be done to avoid future issues and PROJECT challenges during startup. In this PROJECT, the Design Professional shall develop the plans in full compliance with the main NFPA Standards which are adopted by the federal and state agencies as codes: for Fire Protection in Wastewater Treatment, and Collection Facilities, and for Electrical Safety in the Workplace. Or any other requirements for compliance such as Harmonic Control in Electrical Power Systems. The City

anticipates this PROJECT will require a Design Professional with a design team capable of producing studies and designs in the following disciplines:

- Civil Engineering,
- Mechanical Engineering
- Structural Engineering,
- Electrical/ Instrumentation Engineering
- Environmental and hazardous materials

- A) The Design Professional shall include, as part of this scope of services, any activity related to the acquisition of information necessary for developing the design, for example: utility coordination and early assessment of alternatives to guarantee the durability and good performance of the elements to be designed.
- B) The Design Professional shall prepare construction cost estimates per the latest Master Bid List. Detailed construction cost estimates shall be prepared and submitted with the 60%, 100%, and Final Design submittals.
- C) The Design Professional shall prepare suggested sequence of work incorporating the acquisition of all permits, easement permissions, moratoriums, PROJECT coordination issues, and phasing requirements demonstrating the construction completion by allowed working days in the contract and shall be submitted with the 60%, 100%, and Final Design submittals.
- D) The Design Professional shall coordinate through the City's PM with all agencies involved and acquire all permits, right of entry, and encroachment permits to complete the design and construction of the PROJECT.
- E) The Design Professional shall comply with the general requirements of Zero Emissions Municipal Buildings and Operations Policy as follows: Municipal buildings and facilities shall obtain 100% of their electricity and other energy, excluding emergency generation, from zero-carbon or renewable sources to the greatest extent feasible and

## EXHIBIT A

cost effective as soon as is feasible, and in no case later than by 2035. Buildings and facilities which obtain energy from onsite or offsite zero-carbon or Renewable Energy Sources shall continue to use zero-carbon or renewable energy from that source or a replacement source throughout the life of the building/facility. Energy Retrofit projects shall prioritize measures that result in the replacement of Fossil Fuel Systems used to meet space conditioning loads and/or provide hot water with efficient all electric systems. All Fossil Fuel Systems used for space conditioning, water heating, cooking, lighting, and all other non-emergency functions shall be replaced with all electric systems upon the end of that system's useful life. No new Fossil Fuel Systems used for space conditioning, water heating, cooking, lighting, or any other nonemergency function shall be installed. Since this PROJECT is a rehab project, the zero-emission requirement does not apply to this PROJECT.

- F) Design Professional shall provide internal quality control review of all deliverables per the PROJECT specific Quality Management Plan to ensure they meet the requirements of the agreed upon scope of services.
- G) Develop criteria of unique qualifications required of construction firms to be eligible to submit construction bids for this PROJECT.
- H) Assist the City in evaluating bids received as it pertains to these criteria.

### **4.1 60% SUBMITTAL DELIVERABLES:**

The following items shall be included as part of the 60% Design Submittal:

- 1) Comments from BDR submittal reviews incorporated,
- 2) Storm Water Control (PDF)
- 3) Preliminary Title 24 forms and ZEMBOP (PDF), if needed
- 4) Storm Water Control

## EXHIBIT A

- 5) One (1) Hard copy of 60% design drawings with complete list of construction contract drawings in full-size and eight (8) half-size hard copies, with 60% specifications,
- 6) 60% design calculations (PDF),
- 7) Specification boiler markups for submittal of first master markup in Word with tracked changes (Greenbook based boilers to be proved by City Staff, format to be per Greenbook)
- 8) 60% Class 3 (per AACE) engineering cost estimate (PDF),
- 9) 60% design review checklist (PDF),
- 10) ADA curb ramps not required due to work being done within existing structure.
- 11) Completed DS-560 Storm Water Requirements Applicability Checklist (PDF),
- 12) Updated detailed PROJECT scope description including the final PROJECT footprint, site access, staging areas, dimensions of excavation, easement vacations, etc. (PDF), Water Pollution Control Plan (WPCP) (PDF), and
- 13) 60% CADD Files.

Design Drawings shall include a QA/QC copy of plans with name and signature Designer and name and signature of QA/QC per reviewer.

- 14) Civil Drawings:
  - Grading plans and demolition plans.
  - Plan and profile sheets.
- 15) Architectural Drawings:
  - Floor, roof, and ceiling plans,
  - Elevations and sections, and

## EXHIBIT A

- Door, window, and finish schedule.
- 16) Structural Drawings:
- Foundation plans if needed, and
  - Other plans and sections and details.
- 17) Mechanical Drawings:
- General arrangement drawings,
  - Sections and details, and
  - Schedules.
- 18) Electrical Drawings:
- Overall Electrical Site Plan
  - Overall single line diagram
  - Miscellaneous single line diagrams
  - Electrical equipment elevations
  - Pump motor control schematic diagram
  - Other control schematic diagrams
  - Pump Station power, control, and grounding plans (power circuits/conduits only)
  - Cable/conduit schedules (power circuits/conduits only)
  - Electrical details
- 19) Instrumentations:
- P&IDs complete and tag numbers shown,

- Process control strategies, and
- Panel layout drawings and details.

**4.2 100% SUBMITTAL DELIVERABLES:**

The Following items shall be included as part of the 100% Design Submittal:

- 1) Comments from all 60% design submittal reviews incorporated,
- 2) All calculations completed (PDF),
- 3) An approved 60% City wide plan check,
- 4) Signed Title 24 forms (original signed forms, PDF),
- 5) An approved storm water review (PDF),
- 6) Six (6) copies of the 100% design drawings complete for all disciplines in full-size and six (6) half-size (PDF),
- 7) 100% specifications (PDF) shall include, but not limited to:
  - Detailed technical specifications for work sequencing and phasing. Sequencing and phasing plans shall be prepared in collaboration with City O&M staff in a series of workshops during the predesign stage.
  - Field photos shall be provided to document field conditions to the largest extent possible
  - Detailed technical specifications for testing, startup, and commissioning of new equipment.
  - An allowance for field change orders shall be identified as a bid item.

## EXHIBIT A

- Define methods for repairs and relining of equipment and structures.
  - Include physical and schedule related constraints, which are critical to managing change orders for rehabilitation projects.
- 8) 100% Class 1 (per AACE) engineering cost estimate (PDF),
  - 9) 100% design review checklist (PDF),
  - 10) Preliminary O&M Manual (Including list of proposed equipment that will be installed / or removed)
  - 11) An approved plan check set of plans,
  - 12) Submittal master and tracking list (PDF), and
  - 13) 100% CADD Files.
  - 14) Design Professional shall assist the City with the submittal of the 100% design drawing to DSD and shall assist the City in obtaining approvals from the various engineering disciplines within DSD. The effort under this task will be limited to responding to comments on the design and providing clarifications. Any effort that will require modifications to existing structures that does not fall within the scope of work shall be considered additional services and shall be negotiated in good faith.

### 4.3 FINAL DESIGN SUBMITTAL:

- 1) Four (4) signed full sized and eight (8) half sized drawings,
- 2) Final Design CADD files (.DGN),
- 3) Final PROJECT cost estimate, include escalation for market conditions, equipment escalation for inflation (PDF), and one version in City's cost estimating format (excel).

- 4) Internal quality control review of all deliverables to ensure requirements of the agreed upon scope of services have been met.
- 5) Final Specifications shall be provided on Microsoft Word files.

**5.0 BID AND AWARD - STAGE B**

The Design Professional shall provide technical support to the City during the bidding and award stage of the construction packages identified in Stage A - Design, Scope of Services for the design, bid, and construction of PS 2 Improvements and Modernization PROJECT

- 5.1 Prebid meeting: The Design Professional shall attend the Pre-bid Meeting and respond to design-related technical questions from potential bidders and suppliers on the Contract Documents. Distribute minutes, when appropriate.
- 5.2 Response to Questions: Respond to questions from potential bidders ( Assume 10 questions). Refer any questions directly from plan holders to the City's Purchasing & Contracting Department.
- 5.3 Addenda: Prepare and distribute necessary addenda to clarify, correct, or change the contract documents and revise the drawings as necessary for the addenda (assume 4). If the City elects to create the addenda, the Design Professional shall assist in preparing the necessary technical addenda to the contract documents. The Design Professional shall prepare or revise all the drawings required for the addenda.
- 5.4 Review of Equals: If the contract documents require, the Design Professional shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, prior to award of contracts for the work.
- 5.5 Assistance in Securing Bids: Provide assistance to the City in securing bids, tabulating bid results, analyzing bid results, and making recommendations on the award of each construction contract.



- 5.6 Support During Bid: The Design Professional shall provide the City with the needed management support to assist with the items outlined in section 6 of the scope of work.

## **6.0 CONSTRUCTION SUPPORT - STAGE C**

The Design Professional shall provide technical support to the Construction Manager (City) during the construction stage of the PROJECT, as described in tasks herein.

### **6.1 CONSTRUCTION MEETINGS**

- 6.1.1 Pre-Pre-Construction Meeting: The Design Professional shall attend the meeting (on Site or Virtual) to prepare City field staff with key discussion points that will be explained to the contractor in the Pre-Construction Meeting. The meeting duration is expected to be 2 hours. in duration.
- 6.1.2 Pre-Construction Meeting: The Design Professional's PROJECT Manager shall attend and participate in the pre-construction conference including a PROJECT site visit. The Site visit shall be attended by Design Professional PROJECT Manager and is expected to be 2 hours. in duration. The Design Professional shall determine the needs for both the pre-construction conference and the site visit and shall provide technical expertise and substitutions if needed.
- 6.1.3 Construction Progress Meetings: The Design Professional shall attend all Construction Progress Meetings (on Site or Virtual). Review construction progress and assist the PROJECT Manager, as requested (assume one meeting per month). Each meeting is expected to be 1 hr. in duration. The meeting shall be attended by the PROJECT Manager.

### **6.2 CONTRACTOR SUBMITTALS REVIEW:**

- 6.2.1 Submittal review: The Design Professional shall review the Contractor's submittals (assume eighty (80) submittals including all resubmittals, all resubmittals and revisions to the original submittal based on consultant responses are considered one submittal) for conformance to the Contract Documents. The Design Professional shall review each submittal for conformance with design

intent, materials application, design configuration, and overall compatibility with the facility's intended use. The Design Professional shall review and return all submittals in a timely manner. All submittals shall be responded to in a clear and concise manner with the Design Professional clearly written responses and/or review notes, and final approval is by City staff. It is assumed that the response to each submittal will take 2-3 hours.

- 6.2.2 Request for Substitution: The Design Professional shall review and evaluate Requests for Substitution (assume 30), including or equal submissions on shop drawings. The Design Professional shall provide a written approval or disapproval for a substitution request. Each substitution request response is assumed to take no more than four (4) hours in duration.

**6.3 REQUESTS FOR INFORMATION /CLARIFICATION:**

The Design Professional shall receive each written request for information or clarification (RFI/RFC) from the contractor, through Virtual Project Manager application (VPM) or by email from City PROJECT Manager, review the request and the appropriate sections/drawings of the technical documents, and prepare a written response to the contractor. The Design Professional shall provide needed clarification or revise plans as necessary, in response to any RFI (assume 35 RFI/RFCs). Each RFI/RFC is assumed to take 3 hours in duration.

**6.4 CHANGE ORDER PREPARATION ASSISTANCE:**

The Design Professional shall assist the City in the preparation of change orders during the construction stage of the PROJECT. This includes reviewing the Contractor's proposal for accuracy and completeness, estimating the cost and time impact of the proposed change, developing design solutions to address unforeseen field conditions or changes requested by the City, and coordinating with the Contractor and Construction Manager to ensure proper documentation and submission for City review and approval. The Design Professional shall provide this assistance in a timely and efficient manner, with the aim of minimizing any delays or disruptions to the construction schedule (assume 6 Change Orders).

**7. POST CONSTRUCTION - STAGE D**

**7.1 AS-BUILT DRAWINGS:**

The Design Professional shall update the original Contract Documents based on information (RFIs, DCs, COs, Redlines) received from the Contractor through the Construction Manager and create the As-built Drawings. The Design Professional shall prepare and deliver accurate and complete As-Built Drawings for all work completed under the contract. The As-Built Drawings shall be submitted to the City after the receipt of the contractors all-inclusive redline submittal package. The As-Built Drawings shall include all modifications made to the original design during the construction or installation process. The As-Built Drawings shall be accurate, legible, and complete, with clear and detailed annotations of any changes made to the original design. The Design Professional shall maintain a copy of the As-Built Drawings to be submitted to the City upon request throughout the PROJECT. Design Professional shall follow City and County standards for As-built Mylar Drawings.

**END OF SCOPE OF SERVICES**

PS2 CIP SCOPE

Category	Asset	Sub-Asset	Deficiencies	Recommendation
Headwork	Influent channel**	Influent Channel No. 1 T-Lock and Concrete	<p>Eroded floor, delaminated liner and holes in liner</p> <ul style="list-style-type: none"> <li>• There is evidence of concrete spalling or exposed aggregate.</li> <li>• There are numerous cut lining and damage to the liner.</li> <li>• There are multiple holes and sections of missing T-lock and exposed aggregate (up to 1 inch) on the north-facing wall. One section has up to 1 inch of loose aggregate. (Holes in T-Lock Liner, Missing Sections of T-Lock and Exposed Aggregate on the North-Facing Wall)</li> <li>• There are multiple sections of missing sections of T-lock and exposed aggregate on the south-facing wall. One section has up to 3 inches of loose aggregate.</li> <li>• There are multiple holes in T-lock on the south-facing wall.</li> <li>• There are multiple tears in T-lock on the south-facing wall</li> <li>• There is exposed aggregate on the floor of the channel</li> <li>• There is delamination of the concrete behind weld strip of liner on the north-facing wall ( Delamination of T-Lock Liner)</li> </ul>	Clean, Repair liner and concrete in the influent channel.
		Influent Channel No. 2 T-Lock and Concrete	<p>Eroded floor, delaminated liner and holes in liner</p> <ul style="list-style-type: none"> <li>• There is evidence of concrete spalling or exposed aggregate</li> <li>• There are numerous cut lining and damage to the liner noted</li> <li>• There are multiple holes and sections of missing sections of T-lock and exposed aggregate on the north-facing wall. There is up to 1 inch of loose aggregate.</li> <li>• On the north-facing wall, there are at least 26 location notes where there is damage to the liner and wall behind the T-lock.</li> <li>• There are multiple tears in the T-lock on the north-facing wall.</li> <li>• There are multiple sections of missing sections of T-lock and exposed aggregate on the north-facing wall. One section has up to 3 inches of loose aggregate.</li> <li>• There are multiple sections of missing sections of T-lock and exposed aggregate on the south-facing wall. One section has up to 3 inches of loose aggregate.</li> <li>• There are multiple holes in T-lock on the south-facing wall.</li> <li>• On the south-facing wall, there are at least 26 location notes where there is damage to the liner and wall behind the T-lock</li> <li>• There are multiple tears in the T-lock on the south-facing wall.</li> <li>• There is exposed aggregate on the floor of the channel</li> <li>• There is delamination of the concrete behind weld strip of liner on the north-facing wall.</li> <li>• There is an approximately 1- by 2- by 3-inch-deep hole in the channel floor, right next to the south-facing wall</li> </ul>	
	Mechanical Screens 1, 2, 3, and 4		Corroded top supports	Replace corroded top supports

PS2 CIP SCOPE

ATTACHMENT 1

Category	Asset	Sub-Asset	Deficiencies	Recommendation
	Wet Well #1 and #2**	Wet Well No. 1 ceiling and channel	<p>Overall, the wet well has serious issues</p> <ul style="list-style-type: none"> <li>• Significant concrete loss, loss of rebar layer, exposed and corroded second rebar layer</li> <li>• No liner on ceiling, concrete loss ranging from 0.5 to 3 inches with exposed aggregates.</li> <li>• There is no T-lock or lining on the ceiling.</li> <li>• There is exposed aggregate on the ceiling throughout the entire wet well. Concrete loss is from 0.5 inch up to 6 inches. There are a number of sections of exposed rebar.</li> <li>• There is exposed rebar on roof throughout 35 percent of the wet well.</li> <li>• Heavy layer of rags and debris</li> <li>• There is approximately 1 foot of grit accumulated on the floor of the wet well.</li> <li>• There are areas where the rebar is corroded and missing.</li> </ul>	<p>Pressure wash to clean wet well. Remove up to 1 inch of concrete and hand apply fast setting polymer-modified cementitious, non-sag mortar. Line wet well with PVC liner.</p>
		Wet Well No. 2 ceiling and channel	<ul style="list-style-type: none"> <li>• There is no T-lock or lining on the ceiling.</li> <li>• Heavy layer of rags and debris</li> <li>• There is approximately 1 foot of grit accumulated on the floor of the wet well. The</li> <li>• There is exposed aggregate throughout 50 percent of the channel. Concrete loss ranges from 0.25 inch to 0.5 inches.</li> </ul>	
	Casing/volute, impeller and rotating assembly		<p>Corroded, and damaged coating. Very low wire to water efficiencies. Reduction of efficiency can be attributed to loss of pump tolerances, erroded impeller, and erroded volute and casing</p>	<p>Rehab 8 pumps -combination of Worthington Pumps and Ebara Pumps; clean, repair, and recoat; conduct internal inspection of casing /volute impeller and rotating assembly using flow serve or equal. See Exhibit J for detailed reconditioning scope.</p>
	Seal packing		<p>Severely leaking sewage</p> <ul style="list-style-type: none"> <li>• All the PS2 pumps are leaking sewage because of damaged packing seals. Sewage leakage is more excessive from Pump Nos. 3, 7, and 8. The pump level floor is covered in standing sewage with significant health and safety hazards</li> <li>• Some of the pumps are spraying sewage several feet away from the pump, making walking around the pumps difficult. The PS2 operators use pieces of plywood to cover the seal packing area of the pumps to limit the spray of sewage</li> </ul>	<p>Upgrade Pumps' Packed Seals to Mechanical Seals on Pump Nos. 3, 7, and 8</p>
	Liquid rheostat		<ul style="list-style-type: none"> <li>• PS2 liquid rheostats are leaking soda ash to the floor. The soda ash is also leaking through floor openings to the lower levels in the pump station, causing damage to piping, electrical conduits, and structural steel</li> </ul>	<p>Replace liquid rheostats with variable frequency drive on pump 1, 3 and 6.</p>

PS2 CIP SCOPE

ATTACHMENT 1

Category	Asset	Sub-Asset	Deficiencies	Recommendation
Pumps and Drives	Pump Cone Valve Actuators		Pump Station Actuators are antiquated and are in need of an upgrade	Replace existing system with upgraded actuator system ((Both cone valves and actuators need to be replaced.)
	Pumps		Corroded casing and platform for pump #1	Clean and restore
			Pump #8 casing is corroded with splitting metal layer	Repair casing and recoat
			Corroded and damaged coating. Pumps operating within preferred operating range The wire to water efficiency is between 43% and 73%	Clean and recoat. Schedule predictive regular maintenance.
			exposed rebar (typical all pump supports for 8 pumps?)	Repair
			Chipped and cracked support pad, pump #1	Repair
			Chipped and cracked support pad, pump #2	Repair
			Chipped and cracked support pad, pump #4	Repair
			pump support pad coating peeling, typical pump support foot is corroded with metal flaking, typical	Clean and recoat Repair and recoat
				Review the condition of the existing eight pumps, evaluate the latest available technology, determine the most suitable pumping system, and provide recommendations for pump rehabilitation vs replacement. The recommendations should be in support of the City reliability, efficiency, and sustainability goals
	Motors		Removal of existing synchronous motor numbers 2, 7, and 8 and replace them with VFD-controlled motors	
Cone Valves			Chipped and cracked support pad for control valve, pump #5	Repair
			Chipped and cracked support pad for control valve, pump #6	Repair
Piping System	Suction valves		Leaking	Systematic refurbishment/replacement of all valves.
	Discharge valves		Leaking, corrosion, and loss of coating	Systematic refurbishment/replacement of all valves.
	Suction pipe	Pump #2 Suction Pipe	<ul style="list-style-type: none"> <li>damaged cement lining and internal corrosion occurring around the welded flange connection</li> <li>external corrosion due to a failed coating system and constant exposure to moisture from various leaks</li> </ul>	Pump #2 Suction Pipe: complete replacement of the fabricated mitered elbow; cutting and replacing the floor concrete slab.
	Pipe Supports (Suction and Discharge)		<ul style="list-style-type: none"> <li>Several supports cracked, chipped with exposed rebar</li> </ul>	Repair pipe supports concrete
	Suction Pipe Supports		Suction pipe supports corroded at basement level	Clean and recoat, typical
	Suction Valves		Pump #4 suction pipe knife gate valve is heavily corroded	Clean, strip and recoat
	Suction Pipe		Corroded suction pipe, typical for 8 pumps	Clean and recoat
	Discharge Lateral		Leaking Victaulic joints at discharge pipe gallery and corrosion, typical	Repair and recoat

PS2 CIP SCOPE

ATTACHMENT 1

Category	Asset	Sub-Asset	Deficiencies	Recommendation
	Discharge Valves		Leaking knife gate valves at pipe gallery, typical	Monitor and repair if becomes excessive
	Discharge Header		Restrained expansion joint on discharge header #1 having pockets filled with water and heavily corroded, typical of 2	Clean, recoat and provide drain holes to allow water to drain
			Restrained expansion joint on discharge header #2 having pockets filled with water and heavily corroded, typical of 2	Clean, recoat and provide drain holes to allow water to drain
			Drain pipe for discharge header #2 at pipe gallery have corroded flanges, bolts and nuts	Repair, coat and replace bolts and nuts
			Drain pipe for discharge header #1 at pipe gallery have corroded flanges, bolts and nuts	
Mechanical Room		<ul style="list-style-type: none"> <li>Damaged drywall in mechanical room evidence of moisture with mold growth</li> <li>Damage to wall due to insufficient drain pipe size, 1/2" PVC pipe used for drain to inside building</li> <li>Corroded bottom of the air gap tank at mechanical room</li> <li>Water leaking in mechanical room from pump seals, typical of 3 pumps</li> <li>Heavily corroded valves and pipes in trenches and heavily corroded pipes and conduits in mechanical room</li> <li>The outside louvers are corroded with vapors and chemicals, causing damage to building coating</li> </ul>	Fix source of leak. Repair, replace and coat corroded valves and pipes. Seal joints, Replace drywall with cement board. Repair all deficiencies listed in Deficiencies column	
Pipe Gallery		<ul style="list-style-type: none"> <li>Open joints between slab and pumps building in pipe gallery, plants growing, typical of all joints</li> <li>4"x4" wood post is used to support pipe</li> <li>Damaged concrete pipe thrust support with exposed rebars, typical</li> <li>Platform support post corroded and cut at discharge pipes gallery</li> <li>Corroded pipe support and deteriorated grout, discharge header #1, Corroded valve support, discharge pipe #3 and #4 at pipes gallery. Pipe support for discharge header #2 missing anchor bolts</li> <li>Drainage pit underneath the discharge headers by-pass valves missing grating</li> <li>Corroded cooling piping at discharge pipe gallery</li> <li>Damage to wall due to insufficient drain pipe size, 1/2" PVC pipe used for drain to inside building</li> <li>Corroded bottom of the air gap tank at mechanical room</li> </ul>	Seal joints. Clean, repair and recoat for corroded discharge pipe valve support No. 1, 2, 3 and 4. Repair concrete work and check if any extra support is needed	
Instruments	Ultrasonic flow meters		<ul style="list-style-type: none"> <li>Not accurate</li> <li>No information was available on the accuracy or calibration frequency for the ultrasound flowmeters</li> </ul>	Certify, Repair, and calibrate all flow meters
	Pump suction and discharge pressure, bearing temperature, instrument panel, and seal water pressure		<ul style="list-style-type: none"> <li>Corroded, covered with sewage and non-functional</li> <li>The pumps seal flushing water pressure, suction pressure, discharge pressure, and bearing temperature gauges and panels are corroded and are in unacceptable condition. No calibration record for these instruments was available. The instrument</li> </ul>	Replace pressure and temperature instrument. Remove existing pump pressure gauges, bearing thermostat, and seal water pressure and gauges. Replace with new gauges, thermostats, and transmitters with signal to the DCS

**COMPENSATION AND FEE SCHEDULE**



Pump Station 2

Compensation & Fee Schedule

Exhibit B

Task Description	BROWN & CALDWELL																				BROWN & CALDWELL Labor	BROWN & CALDWELL CDCs	BROWN & CALDWELL Total	PWE	M&L	MBN	DHK	SDE	CPI	V&A	Birba	Hoch	Paradigm	SUBS TOTAL	Project Total		
	Proc/Mech SME/OC	SME Cond Assmt	Elec. OC	I&C OC	PM	I & C Lead	Structural Lead	Proc/Mech Pump Lead	Civil	I & C	Cond Assmt	Electrical	Cost Estimator	Cond Assmt	Electrical	Electrical	All Discipline CADD	All Discipline CADD	Proc/Mech Civi I	Proc/Mech																Electrical	
Position	Vice President	Vice President	Vice President	Vice President	Managing Engineer	Chief Engineer	Managing Engineer	Managing Engineer	Managing Engineer	Managing Engineer	Managing Engineer	Managing Engineer	Supervising Engineer	Senior Lead Technician	Engineer III	Supervising Designer	Principal Designer	Engineer III	Engineer II	Project Analyst III	Engineer I	Wire Processing Accountant II															
Billing Classification																																					
<b>1 Project Management</b>	4	6	4	-	289	4	-	129	-	8	-	14	-	10	-	8	-	81	-	80	-	20	\$ 158,877	\$2,000	\$ 160,877	\$ 9,780				\$ 17,490		\$ 4,400	\$ 5,000	\$ 36,672	\$ 197,540		
1.1 Management support		4	4	-	69	-	-	31	-	-	-	14	-	-	-	-	-	40	-	80	-	20	\$ 58,733		\$ 58,733									\$ 58,733			
1.2 Meetings																																					
1.2.1 Status Update			2		44			20															\$ 19,186		\$ 19,186										\$ 19,186		
1.2.2 Project Schedule					15			1															\$ 8,674		\$ 8,674										\$ 8,674		
1.2.3 Project Schedule Maintenance					8			1															\$ 2,312		\$ 2,312										\$ 2,312		
1.2.4 Sub-schedules					7			2															\$ 2,801		\$ 2,801										\$ 2,801		
1.3 Monthly & Invoicing					8			6															\$ 4,624		\$ 4,624										\$ 4,624		
1.4.1 Project Coordination (Included in management support)					-			-															\$ -		\$ -										\$ -		
1.4.2 Monthly Progress Reports					30			20															\$ 14,450		\$ 14,450										\$ 14,450		
1.5 Meetings																																					
1.5.1 Kick off meeting					2			2															\$ 1,640		\$ 1,640											\$ 1,640	
1.5.2 Monthly Meetings					40			20															\$ 17,340		\$ 17,340											\$ 17,340	
1.5.3 Pre-submittal meetings					8		2	5															\$ 4,383		\$ 4,383										\$ 4,383		
1.5.4 Consultant Readiness Meetings					8		2	5															\$ 9,778		\$ 9,778										\$ 9,778		
1.5.5 Operation Staff Meetings					8			8															\$ 5,920		\$ 5,920										\$ 5,920		
1.5.6 QA/QC Meetings					2			2															\$ 1,855		\$ 1,855										\$ 1,855		
1.5.7 Agency Meetings					10			10															\$ 2,890		\$ 2,890											\$ 2,890	
1.5.8 Condition Assessment Site Visits (5 visits)					10			10															\$ 6,480		\$ 6,480										\$ 6,480		
<b>2 Data Acquisition and Investigations</b>	5						18	40	4	2	10	15	78	6	6			97	30			\$ 74,722		\$ 74,722		\$ 85,235							\$ 85,235	\$ 159,957			
2.1 Collect and review Existing records					3			10				2	4	2									\$ 15,906		\$ 15,906										\$ 15,906		
2.2 Site Investigations					14			14	4		3	8	14	8	6								\$ 19,104		\$ 19,104										\$ 19,104		
2.3 Develop Data Map					2			5															\$ 3,157		\$ 3,157										\$ 3,157		
2.4 Review All Surveys					3			3															\$ 2,993		\$ 2,993										\$ 2,993		
2.5 As-Built research					7			7															\$ 4,024		\$ 4,024										\$ 4,024		
2.7 As Needed site Visits					6			6				3	5										\$ 6,590		\$ 6,590										\$ 6,590		
2.8 Subconsultant coordination					24			24															\$ 6,936		\$ 6,936										\$ 6,936		
2.9 Permitting																																					
2.9.1 Permits								7															\$ 2,923		\$ 2,923											\$ 2,923	
2.9.2 Permit Applications								8															\$ 6,838		\$ 6,838											\$ 6,838	
2.9.3 Permit Submittal								8															\$ 7,251		\$ 7,251											\$ 7,251	
<b>3 Basis Of Design Report (BDR)</b>	33	9	15	9	88	68	39	311	33	88	28	104	164	9	34	60	46	295	310	95	8	112	\$ 451,165	\$2,038	\$ 453,203	\$ 26,708	\$ 48,100		\$ 38,534	\$ 12,506	\$ 12,000	\$ 12,000	\$ 7,700	\$ 25,000	\$ 17,450	\$ 195,998	\$ 646,201
3.1 Review Plans/Specifications					8	8	8	15				7											\$ 22,014	\$0	\$ 22,014											\$ 22,014	
3.2 Internal Kick-off Meeting					2		2	2				2											\$ 8,042	\$0	\$ 8,042											\$ 8,042	
3.3 Verify Site Conditions					8	4	4	4				4											\$ 11,340		\$ 11,340											\$ 11,340	
3.4 Surge Analysis					7			52															\$ 29,950		\$ 29,950											\$ 29,950	
3.5 Accessory structures					8	3	3	10				2	8	4	2								\$ 15,188		\$ 15,188											\$ 15,188	
3.6 HVAC					8			6				1	15										\$ 10,016		\$ 10,016											\$ 10,016	
3.7 Base Map and 3-D Survey					4			6															\$ 3,240		\$ 3,240											\$ 3,240	
3.8 Prepare plans and specification list					2			2															\$ 3,608		\$ 3,608											\$ 3,608	
3.9 Construction sequencing					2			2															\$ 5,652		\$ 5,652											\$ 5,652	
3.10 Plan for Demolition					3			12															\$ 6,655		\$ 6,655											\$ 6,655	
3.11 Design Documents																																					
3.11.1 Design Criteria					2		4	4				5	3	5									\$ 18,624		\$ 18,624												\$ 18,624
3.11.2 Preliminary Design Drawings					8	8	5	10	38	6	125	15	46	4	45	38	2	14	58	49	270	126	\$ 187,410		\$ 187,410											\$ 187,410	
3.11.3 Electrical code compliance					1		3	1	5	1	8												\$ 19,010		\$ 19,010											\$ 19,010	
3.11.4 Control Narrative					1		1	5	5			2											\$ 8,217		\$ 8,217											\$ 8,217	
3.11.5 List of Technical spec for final design					2		2	1	2	2	4												\$ 10,207		\$ 10,207											\$ 10,207	
3.11.6 Construction Sequencing					1			3	2	2	4												\$ 5,635		\$ 5,635											\$ 5,635	
3.11.7 Option of probable cost					1			3	1	1	2												\$ 36,883		\$ 36,883											\$ 36,883	
3.11.8 Project schedule					3			3															\$ 2,887		\$ 2,887											\$ 2,887	
3.11.9 Hazardous Material					1			1															\$ 2,312		\$ 2,312											\$ 2,312	
3.11.10 Review Meeting					1			1															\$ 578		\$ 578											\$ 578	
3.11.11 Electrical Basis of Design					2		2	10	2														\$ 12,015		\$ 12,015											\$ 12,015	
3.11.12 BDR Report Submittal					2		2	3															\$ 37,879		\$ 37,879											\$ 37,879	
<b>4 Design</b>	65	12	60	-	305	262	106	831	55	335	10	987	161	-	40	102	175	910	570	-	-	\$ 1,114,852	\$4,500	\$ 1,119,352	\$ 173,512	\$ 182,465	\$ 25,000	\$ 20,648					\$ 20,350	\$ 50,000	\$ 471,975	\$ 1,590,827	
4.1 60% Design Submittal					26	6	40	145	146	30	395	30	200	9	230	51							\$ 655,891	\$1,500	\$ 6												

## TIME SCHEDULE

Design Stage – 18 months (From Agreement NTP)

- Preliminary Investigations & Technical Reports – 5 Weeks
- Basis of Design Report – 11 Weeks
- City Review – 4 Weeks
- 60% Design Submittal and Finalize Technical Reports – 27 Weeks
- 60% Design Submittal City Review – 4 Weeks
- 100% Design Submittal – 11 Weeks
- 100% Design Submittal City Review – 4 Weeks
- Final Design Submittal – 9 Weeks
- Final Design Submittal City Review – 4 Weeks

Environmental Permitting Stage – 11 months from start of 100% Design Stage

- Development Services Department – 8 Weeks
- Environmental Regulatory Agencies (Exemption)– 8 Weeks

Bid & Award Stage – 6 months (From End of Design Stage)

Construction Stage – 30 months (From End of Bid and Award Stage)

Post Construction Stage — 6 months (Prior to the End of Construction Stage)

- As-Builts

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

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

CONSULTANT REQUIREMENTS

TABLE OF CONTENTS

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

II. Nondiscrimination in Contracting Ordinance ..... 1

III. Equal Employment Opportunity Outreach Program .....2

IV. Small and Local Business Program .....2

V. Maintaining Participation Levels..... 3

VI. Subcontracting Efforts Review and Evaluation ..... 4

VII. Definitions..... 4

VIII. Certification..... 6

IX. List of Attachments ..... 6

AA. Disclosure of Discrimination Complaints .....7

BB. Work Force Report.....8

CC. Subcontractors List..... 13

DD. List of Work Made Available (Form AA60)..... 14

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

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

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

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

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

Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment

of subcontractors, vendors, or suppliers. Consultant shall provide equal opportunity for Subcontractors to participate in opportunities. Consultant understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions.

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

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

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

**IV. Small and Local Business Program Requirements.** The City has adopted a Small and Local Business Enterprise (SLBE) program for consultant contracts. SLBE program requirements for consultant contracts are set forth in San Diego Municipal Code Division 36.

- A. SLBE and ELBE Participation for Contracts Valued Over \$500,000.
1. It is the City's policy to encourage greater availability, capacity development, and contract participation by SLBE and ELBE firms in City contracts. This policy is, in part, intended to further the City's compelling interest to stimulate economic development through the support and empowerment of the local community, ensure that it is neither an active nor passive participant in marketplace discrimination, and promote equal opportunity for all segments of the contracting community.
  2. Proposers are required to meet the mandatory subcontracting participation percentages identified in the RFP or meet Good Faith Effort (GFE) submittal requirements. GFE submittal requirements can be found here:

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

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

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

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

**B. Subcontractor Participation.**

1. For the purpose of satisfying subcontracting participation requirements, only 1st tier SLBE-ELBE Subcontractors will be recognized as participants in the Contract according to the following criteria:

- a) For credit to be allowed toward a respective participation level, all listed SLBE-ELBE firms shall have been certified by the Proposal due date.
- b) The Subcontractor shall perform a commercially useful function for credit to be allowed toward subcontractor participation levels. The Subcontractor shall be required by you to be responsible for the execution of a distinct element of the Work and shall carry out its responsibility by actually performing and supervising its own workforce.

- C. Subcontractor Participation List. The Subcontractor Participation List (Attachment CC) shall indicate the Name and Address, Scope of Services, Percent of Total Proposed Contract Amount, Certification Status and Where Certified for each proposed Subcontractor/Subconsultant.

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

**V. Maintaining Participation Levels.**

- A. Consultants are required to achieve and maintain the SLBE or ELBE participation levels throughout the duration of the consultant contract.
- B. If the City modifies the original specifications, the Consultant shall make reasonable efforts to maintain the SLBE or ELBE participation for which the bid discount or additional points were awarded. The City must approve in writing the reduction in SLBE or ELBE participation levels.
- C. The Consultant shall notify and obtain written approval from the City in advance of any reduction in subcontract scope, termination, or substitution for a designated SLBE or ELBE subcontractor. Evidence of fraud or discrimination in the substitution of Subcontractors will result in sanctions including assessment of penalty fines, termination of Contract, or debarment.
- D. Consultant's failure to maintain SLBE or ELBE participation levels as specified in the consultant contract shall constitute a default and grounds for debarment under Chapter 2, Article 2, Division 8, of the San Diego Municipal Code.

E. The remedies available to the City under San Diego Municipal Code Division 36 are cumulative to all other rights and remedies available to the City.

## VI. Subcontracting Efforts Review and Evaluation.

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

## VII. Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**VIII. Certifications.**

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

Current certification by the State of California Department of Transportation (CALTRANS) as DBE, WBE or MBE.

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

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

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

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

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

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

**IX. List of Attachments.**

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



**DISCLOSURE OF DISCRIMINATION COMPLAINTS**

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

CHECK ONE BOX ONLY.

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

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

Design Professional Name Brown and Caldwell

Certified By Mike Puccio Title Vice President

Mike Puccio Name  
Signature Date May 30, 2024

**USE ADDITIONAL FORMS AS NECESSARY**



EQUAL OPPORTUNITY CONTRACTING (EOC)

1200 Third Avenue, Suite 200 • San Diego, CA 92101
Phone: (619) 236-6000 • Fax: (619) 236-5904

A. 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.

NO OTHER FORMS WILL BE ACCEPTED
CONTRACTOR IDENTIFICATION

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

Name of Company: Brown and Caldwell

ADA/DBA:

Address (Corporate Headquarters, where applicable): 201 North Civic Drive Suite 300

City: Walnut Creek County: Contra Costa State: CA Zip: 94596

Telephone Number: 925.937.9010 Fax Number: 925.937.9026

Name of Company CEO: Rich D'Amato

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

Address: 451 A Street Suite 1500

City: San Diego County: San Diego State: CA Zip: 92101

Telephone Number: 858.514.8822 Fax Number: Email:

Type of Business: Corporation Type of License: Corporate Engineering

The Company has appointed: Andrea Hall

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: 451 A Street Suite 1500 San Diego, CA 92101

Telephone Number: 858.571.6707 Fax Number: Email: AHall@brwncald.com

- [ x ] 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 Brown and Caldwell (Firm Name)

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

herein is true and correct. This document was executed on this 30 day of May, 20 24

(Authorized Signature)

J.P. Semper, PE (Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: Brown and Caldwell DATE: May 30, 2024

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

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

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

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

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial	0	1	0	0	1	0	0	0	0	0	3	6	0	0
Professional	1	0	2	2	1	4	0	0	0	1	7	10	1	2
A&E, Science, Computer														
Technical	0	0	0	0	0	0	0	0	0	0	2	1	1	0
Sales														
Administrative Support	0	1	0	0	0	1	0	0	0	0	0	1	0	0
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column	1	2	2	2	2	5	0	0	0	1	12	18	2	2
--------------------	---	---	---	---	---	---	---	---	---	---	----	----	---	---

Grand Total All Employees	49
---------------------------	----

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

Disabled	0	2	0	0	0	2	0	0	0	0	1	5	0	1
----------	---	---	---	---	---	---	---	---	---	---	---	---	---	---

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														



EQUAL OPPORTUNITY CONTRACTING (EOC)
1200 Third Avenue, Suite 200 • San Diego, CA 92101
Phone: (619) 236-6000 • Fax: (619) 236-5904

A. WORK FORCE REPORT

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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: Brown and Caldwell

ADA/DBA:

Address (Corporate Headquarters, where applicable): 201 North Civic Drive Suite 300

City: Walnut Creek County: Contra Costa State: CA Zip: 94596

Telephone Number: 925.937.9010 Fax Number: 925.937.9026

Name of Company CEO: Rich D'Amato

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

Address: 1527 Cole Blvd, Suite 300

City: Lakewood County: Jefferson State: CO Zip: 80401

Telephone Number: 303.239.5400 Fax Number: Email:

Type of Business: Corporation Type of License: Corporate Engineering

The Company has appointed: Andrea Hall

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: 451 A Street Suite 1500 San Diego, CA 92101

Telephone Number: 858.571.6707 Fax Number: Email: AHall@brwncald.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 Brown and Caldwell (Firm Name)

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

herein is true and correct. This document was executed on this 30 day of May, 20 24

(Authorized Signature)

J.P. Semper, PE (Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: Brown and Caldwell DATE: May 30, 2024

OFFICE(S) or BRANCH(ES): Denver, CO COUNTY: Jefferson

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

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

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

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial	0	0	1	0	4	0	0	0	0	0	30	19	1	1
Professional	1	0	1	4	1	3	1	0	0	0	54	43	3	4
A&E, Science, Computer														
Technical	0	0	0	1	0	0	0	0	0	0	8	3	1	1
Sales														
Administrative Support	1	0	1	0	0	0	0	1	0	0	1	10	0	2
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column	2	0	3	5	5	3	1	1	0	0	93	75	5	8
--------------------	---	---	---	---	---	---	---	---	---	---	----	----	---	---

Grand Total All Employees	201
---------------------------	-----

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

Disabled	0	0	2	1	1	0	0	0	0	0	9	19	1	3
----------	---	---	---	---	---	---	---	---	---	---	---	----	---	---

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														



EQUAL OPPORTUNITY CONTRACTING (EOC)
1200 Third Avenue, Suite 200 • San Diego, CA 92101
Phone: (619) 236-6000 • Fax: (619) 236-5904

A. WORK FORCE REPORT

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NO OTHER FORMS WILL BE ACCEPTED
CONTRACTOR IDENTIFICATION

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

Name of Company: Brown and Caldwell

ADA/DBA:

Address (Corporate Headquarters, where applicable): 201 North Civic Drive Suite 300

City: Walnut Creek County: Contra Costa State: CA Zip: 94596

Telephone Number: 925.937.9010 Fax Number: 925.937.9026

Name of Company CEO: Rich D'Amato

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

Address: 100 West Big Beaver Rd, Suite 540

City: Troy County: Oakland State: MI Zip: 48084

Telephone Number: 248.786.4760 Fax Number: Email:

Type of Business: Corporation Type of License: Corporate Engineering

The Company has appointed: Andrea Hall

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: 451 A Street Suite 1500 San Diego, CA 92101

Telephone Number: 858.571.6707 Fax Number: Email: AHall@brwncald.com

- [ ] One San Diego County (or Most Local County) Work Force - Mandatory
[ X ] 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 Brown and Caldwell (Firm Name)

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

herein is true and correct. This document was executed on this 30 day of May, 20 24

(Authorized Signature)

J.P. Semper, PE (Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: Brown and Caldwell DATE: May 30, 2024

OFFICE(S) or BRANCH(ES): Detroit, MI COUNTY: Oakland

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

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

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

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial	0	0	0	0	0	1	0	0	0	0	3	1	0	0
Professional	1	0	0	0	0	0	0	0	0	0	10	3	2	0
A&E, Science, Computer														
Technical	0	0	0	0	0	0	0	0	0	0	1	0	0	0
Sales														
Administrative Support	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column	1	0	0	0	0	1	0	0	0	0	14	4	2	0
--------------------	---	---	---	---	---	---	---	---	---	---	----	---	---	---

Grand Total All Employees

22

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

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

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														



EQUAL OPPORTUNITY CONTRACTING (EOC)

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

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

A. WORK FORCE REPORT

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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: Brown and Caldwell

ADA/DBA:

Address (Corporate Headquarters, where applicable): 201 North Civic Drive Suite 300

City: Walnut Creek County: Contra Costa State: CA Zip: 94596

Telephone Number: 925.937.9010 Fax Number: 925.937.9026

Name of Company CEO: Rich D'Amato

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

Address: 18500 Von Karman Ave

City: Irvine County: Orange State: CA Zip: 92612

Telephone Number: 714.730.7600 Fax Number: Email:

Type of Business: Corporation Type of License: Corporate Engineering

The Company has appointed: Andrea Hall

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: 451 A Street Suite 1500 San Diego, CA 92101

Telephone Number: 858.571.6707 Fax Number: Email: AHall@brwncald.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 Brown and Caldwell (Firm Name)

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

herein is true and correct. This document was executed on this 30 day of May, 20 24

(Authorized Signature)

J.P. Semper, PE (Print Authorized Signature Name)



WORK FORCE REPORT – Page 2

NAME OF FIRM: Brown and Caldwell DATE: May 30, 2024

OFFICE(S) or BRANCH(ES): Irvine, CA COUNTY: Orange

1. 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:

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

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

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial	0	0	4	1	2	1	0	0	0	0	10	5	0	1
Professional	0	0	2	2	7	3	0	0	0	0	8	6	3	2
A&E, Science, Computer														
Technical	0	0	0	1	1	1	0	0	0	0	0	0	0	1
Sales														
Administrative Support	0	0	0	0	0	0	0	0	0	0	0	2	0	0
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column	0	0	6	4	10	5	0	0	0	0	18	13	3	4
--------------------	---	---	---	---	----	---	---	---	---	---	----	----	---	---

Grand Total All Employees	63
---------------------------	----

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

Disabled	0	0	0	0	2	1	0	0	0	0	1	0	0	0
----------	---	---	---	---	---	---	---	---	---	---	---	---	---	---

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

The City of



EQUAL OPPORTUNITY CONTRACTING (EOC)

1200 Third Avenue, Suite 200 • San Diego, CA 92101
Phone: (619) 236-6000 • Fax: (619) 236-5904

A. 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.

NO OTHER FORMS WILL BE ACCEPTED
CONTRACTOR IDENTIFICATION

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

Name of Company: Brown and Caldwell

ADA/DBA:

Address (Corporate Headquarters, where applicable): 201 North Civic Drive Suite 300

City: Walnut Creek County: Contra Costa State: CA Zip: 94596

Telephone Number: 925.937.9010 Fax Number: 925.937.9026

Name of Company CEO: Rich D'Amato

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

Address: 2 N Central Ave, Suite 1600

City: Phoenix County: Maricopa State: AZ Zip: 85004

Telephone Number: 602.567.4000 Fax Number: Email:

Type of Business: Corporation Type of License: Corporate Engineering

The Company has appointed: Andrea Hall

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: 451 A Street Suite 1500 San Diego, CA 92101

Telephone Number: 858.571.6707 Fax Number: Email: AHall@brwncald.com

- [ ] One San Diego County (or Most Local County) Work Force - Mandatory
[ x ] Branch Work Force \*
[ ] Managing Office Work Force

Check the box above that applies to this WFR.

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I, the undersigned representative of Brown and Caldwell (Firm Name)

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herein is true and correct. This document was executed on this 30 day of May, 20 24

(Authorized Signature)

J.P. Semper, PE (Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: Brown and Caldwell DATE: May 30, 2024

OFFICE(S) or BRANCH(ES): Phoenix, AZ COUNTY: Maricopa

1. 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:

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

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

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial	1	0	0	0	0	0	0	0	0	0	8	6	0	0
Professional	1	0	1	0	1	0	1	1	0	0	30	11	1	1
A&E, Science, Computer														
Technical	0	0	7	0	0	1	1	0	0	0	5	1	1	0
Sales														
Administrative Support	0	0	1	0	0	0	0	0	0	0	3	6	0	2
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column	2	0	9	0	1	1	2	1	0	0	46	24	2	3
--------------------	---	---	---	---	---	---	---	---	---	---	----	----	---	---

Grand Total All Employees	91
---------------------------	----

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

Disabled	0	0	1	0	0	0	0	0	0	0	6	7	1	0
----------	---	---	---	---	---	---	---	---	---	---	---	---	---	---

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														



EQUAL OPPORTUNITY CONTRACTING (EOC)
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Phone: (619) 236-6000 • Fax: (619) 236-5904

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CONTRACTOR IDENTIFICATION

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

Name of Company: Brown and Caldwell

ADA/DBA:

Address (Corporate Headquarters, where applicable): 201 North Civic Drive Suite 300

City: Walnut Creek County: Contra Costa State: CA Zip: 94596

Telephone Number: 925.937.9010 Fax Number: 925.937.9026

Name of Company CEO: Rich D'Amato

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

Address: 701 Pike Street, Ste 1300

City: Seattle County: King State: WA Zip: 98101

Telephone Number: 206.624.0100 Fax Number: Email:

Type of Business: Corporation Type of License: Corporate Engineering

The Company has appointed: Andrea Hall

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: 451 A Street Suite 1500 San Diego, CA 92101

Telephone Number: 858.571.6707 Fax Number: Email: AHall@brwncald.com

- [ ] One San Diego County (or Most Local County) Work Force - Mandatory
[ X ] Branch Work Force \*
[ ] Managing Office Work Force

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(Authorized Signature)

J.P. Semper, PE (Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: Brown and Caldwell

DATE: May 30, 2024

OFFICE(S) or BRANCH(ES): Seattle, WA

COUNTY: King

1. 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:

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- (3) Asian
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- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

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

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial	0	0	0	2	0	1	0	0	0	0	15	7	0	0
Professional	0	0	2	3	4	5	0	0	1	0	31	26	1	3
A&E, Science, Computer														
Technical	0	0	0	0	0	1	0	0	0	0	5	0	2	0
Sales														
Administrative Support	0	0	0	0	0	1	0	0	0	0	2	4	0	0
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column	0	0	2	5	4	8	0	0	1	0	53	37	3	3
--------------------	---	---	---	---	---	---	---	---	---	---	----	----	---	---

Grand Total All Employees	116
---------------------------	-----

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

Disabled	0	0	1	0	0	0	0	0	0	0	5	5	1	0
----------	---	---	---	---	---	---	---	---	---	---	---	---	---	---

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														



EQUAL OPPORTUNITY CONTRACTING (EOC)

1200 Third Avenue, Suite 200 • San Diego, CA 92101
Phone: (619) 236-6000 • Fax: (619) 236-5904

A. 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.

NO OTHER FORMS WILL BE ACCEPTED
CONTRACTOR IDENTIFICATION

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

Name of Company: Brown and Caldwell

ADA/DBA:

Address (Corporate Headquarters, where applicable): 201 North Civic Drive Suite 300

City: Walnut Creek County: Contra Costa State: CA Zip: 94596

Telephone Number: 925.937.9010 Fax Number: 925.937.9026

Name of Company CEO: Rich D'Amato

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

Address: 333 East Wetmore Rd, Suite 165

City: Tucson County: Pima State: AZ Zip: 85705

Telephone Number: 520.624.5744 Fax Number: Email:

Type of Business: Corporation Type of License: Corporate Engineering

The Company has appointed: Andrea Hall

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: 451 A Street Suite 1500 San Diego, CA 92101

Telephone Number: 858.571.6707 Fax Number: Email: AHall@brwncald.com

- [ ] One San Diego County (or Most Local County) Work Force - Mandatory
[ X ] 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 Brown and Caldwell (Firm Name)

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

herein is true and correct. This document was executed on this 30 day of May, 20 24

(Authorized Signature)

J.P. Semper, PE (Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: Brown and Caldwell DATE: May 30, 2024  
 OFFICE(S) or BRANCH(ES): Tucson, AZ COUNTY: Pima

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

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

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

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

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

Totals Each Column	0	0	0	1	0	0	0	0	0	0	4	1	0	0
--------------------	---	---	---	---	---	---	---	---	---	---	---	---	---	---

Grand Total All Employees	6
---------------------------	---

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

Disabled	0	0	0	0	0	0	0	0	0	0	0	0	0	0
----------	---	---	---	---	---	---	---	---	---	---	---	---	---	---

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

## Work Force Report

### HISTORY

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

### WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report<sup>1</sup>. By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county<sup>2</sup>. If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate Work Force Reports representing your firm from each of the three counties.

### MANAGING OFFICE WORK FORCE

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

### TYPES OF WORK FORCE REPORTS:

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

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

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

### RACE/ETHNICITY CATEGORIES

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

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

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

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

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

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



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

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

**Management & Financial**

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

**Professional**

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

**Architecture & Engineering, Science, Computer**

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

**Technical**

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

**Sales**

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

**Administrative Support**

Financial Clerks  
Information and Record Clerks  
Legal Support Workers

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

**Services**

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

**Crafts**

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

Vehicle and Mobile Equipment Mechanics,  
Installers, and Repairers  
Woodworkers

**Operative Workers**

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

**Transportation**

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

**Laborers**

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

## SUBCONTRACTOR PARTICIPATION LIST

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

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

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

NAME AND ADDRESS SUBCONTRACTORS	SCOPE OF SERVICES	PERCENT OF CONTRACT	SLBE/ELBE (MBE/ WBE/DBE/ DVBE/OBE*)	WHERE CERTIFIED**
Allied Geotech Engineers, Inc., 9500 Cuyamaca St., Suite 102, Santee, CA 92071	Minor geotech, review of foundation	0.5%	SLBE, MBE, DBE	City of San Diego
Balboa Engineering, 14204 Caminito Lazanja, San Diego, CA 92127	Constructability	3%	SLBE	City of San Diego
Corrosion Probe, Inc., 12 Industrial Park Road, Centerbrook, CT 06409	Defining the coating and lining needs	1%	N/A	N/A
Hoch Consulting, 804 Pier View Way, Suite 100, Oceanside, CA 92054	Permitting/Environmental Review	3%	SLBE	City of San Diego
DHK Engineers, 1851 Skyhill Place, Escondido, CA 92026	Assessment and minor design changes Permit support, Power feed, model	3%	ELBE	City of San Diego
Martin and Libby, 4452 Glacier Ave. San Diego, CA 92120	Structural	7%	ELBE, WBE	City of San Diego
MBN Group, Inc., 5755 Oberlin Drive, Suite 110, San Diego, CA 92121	Architect	1%	ELBE	City of San Diego
PW Engineering, Inc., 933 Muirlands Vista Way, La Jolla, CA 92307	Electrical and Mechanical Support, QA/QC	7%	ELBE	City of San Diego
San Dieguito Engineering, Inc., 1911 Palomar Oaks Way, Suite 200 Carlsbad, CA 92008	Support if City surveyors cannot perform survey. 3D survey of inside of building	2%	SLBE	City of San Diego
V&A Consulting Engineers, Inc. 1000 Broadway, Suite 320, Oakland, CA 94607	Coatings, Cathodic Protection	1%	N/A	Alameda County
Paradigm Geospatial Inc. 16772 W. Bernardo drive, San Diego, Ca. 92127	3-D Survey	1%	ELBE, DBE	City of San Diego

### List of Abbreviations:

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

\* Listed for informational purposes only.

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

## LIST OF WORK MADE AVAILABLE

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

ITEM OF WORK MADE AVAILABLE	NAICS CODE	BIDDER NORMALLY PERFORMS ITEM (Y/N)	ITEM BROKEN DOWN TO FACILITATE PARTICIPATION (Y/N)	AMOUNT	PERCENTAGE OF BASE BID
Constructability Review	541330	Y	Y	3%	\$32,450
Funding and Planning	541330	Y	Y	3%	\$80,000
Odor Control, APCD, SDG&E/Solar, Noise	541330	Y	Y	3%	\$7,684
Structural	541330	Y	Y	7%	\$301,400
Architecture	541310	Y	Y	1%	\$25,000
Mechanical	541330	Y	Y	7%	\$210,000

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

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

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

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

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

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

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

**DISCLOSURE DETERMINATION FOR CONSULTANT**

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

- 1. Department / Board / Commission / Agency Name: City of San Diego
- 2. Name of Specific Consultant & Company: Brown and Caldwell
- 3. Address, City, State, ZIP: 451 A Street, Suit 1500 San Diego, CA 92101
- 4. Project Title (as shown on 1472, "Request for Council Action"): Design of PS2 Improvement and Modernization (H2426362-M)
- 5. Consultant Duties for Project: Provide professional engineering design services

6. Disclosure Determination [**select applicable disclosure requirement**]:

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

- or -

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

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

- or -

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

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

By: Shadi Sami, Deputy Director 5/28/24  
[Name/Title]\* [Date]

*Shadi Sami*

*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.

**CITY OF SAN DIEGO CONSULTANT PERFORMANCE EVALUATION**

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

**Section I PROJECT INFORMATION**

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

**Section II SPECIFIC RATINGS**

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



Section II

SPECIFIC RATINGS Continued

PERFORMANCE EVALUATION	EXCELLENT		UN-SATISFACTORY		N/A
<b>4. Ability to manage responsibilities in the regulatory/approval process as noted:</b>					
• The Consultant researched and adhered to the necessary Federal/State/City code/regulations & requirements needed for the Deliverable.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<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"/>	<input type="checkbox"/>
<b>5. Quality of Construction/Design Support as noted:</b>					
• The drawings/plans reflected existing conditions accurately.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<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"/>	<input type="checkbox"/>
• The Consultant provide adequate support for As-Built drawings.	<input type="checkbox"/>	<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"/>	<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:**

H2426362-M

Brown and Caldwell

Design of PS2 Improvement and Modernization

**B. BIDDER PROPOSER INFORMATION**

Brown and Caldwell

Legal Name	DBA		
<u>451 A St., Ste. 1500, San Diego, CA 92101</u>			
Street Address	City	State	Zip
J.P. Semper, PE, Principal-in-Charge   619.206.0227		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.

Amer Barhoumi, PE	Project Manager
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
Preparing proposal for purposes of contracting, communicating, and negotiating with the City	
Interest in the transaction	
Dusan Stanistic, PE	Design Manager
Name	Title/Position
Phoenix, AZ	
City and State of Residence	Employer (if different than Bidder/Proposer)
Preparing proposal for purposes of contracting, communicating, and negotiating with the City	
Interest in the transaction	
Milo Smith, PE	Process Mechanical
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
Preparing proposal for purposes of contracting with the City	
Interest in the transaction	
Frank Shadan, PE	Electrical Engineering
Name	Title/Position
Irvine, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
Preparing proposal for purposes of contracting with the City	
Interest in the transaction	
Melvin Ridley, PE	Instrumentation and Contols
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
Preparing proposal for purposes of contracting with the City	
Interest in the transaction	
Jean Libby, PE	Structural
Name	Title/Position
San Diego, PE	Martin and Libby
City and State of Residence	Employer (if different than Bidder/Proposer)
Preparing proposal for purposes of contracting with the City	
Interest in the transaction	
J.P. Semper, PE	Principal-in-Charge
Name	Title/Position
San Diego	
City and State of Residence	Employer (if different than Bidder/Proposer)
Preparing proposal for purposes of contracting with the City	
Interest in the transaction	

Use Attachment "A" if additional pages are necessary.

**C. OWNERSHIP AND NAME CHANGES:**

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

Yes       No

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

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

Yes       No

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

**D. BUSINESS ORGANIZATION/STRUCTURE:**

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

**Corporation**

Date incorporated: 11/07/1958      State of incorporation: California

List corporation's current officers:

President: Richard M. D'Amato

Vice Pres.: Euan Finlay

Secretary: Robert D. Goodson

Treasurer: Amy E. Fairbank

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: mm/dd/yyyy      State of formation: \_\_\_\_\_

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

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

Partnership

Date formed: mm/dd/yyyy State of formation: \_\_\_\_\_

List names of all firm partners:

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

Sole Proprietorship Date started: mm/dd/yyyy

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

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

Joint Venture Date formed: mm/dd/yyyy

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: Union Bank

Point of Contact: Commercial Customer Service

Address: PO Box 513840, Los Angeles, CA, 90051-3840

Phone Number: 877.436.1875

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: Great Lakes Water Authority

Contact Name and Phone Number: Jorge Nicolas, P.E., 313.919.3613

Contact Email: Jorge.Nicolas@glwater.org

Address: 10100 E. Jefferson Ave, Detroit, MI 48214

Contract Date: 2016-Ongoing

Contract Amount: Design - \$7.2M; Construction - \$38.7M

Requirements of Contract: Fairview Sewage Pumping Station

Company Name: City of Carlsbad

Contact Name and Phone Number: Dave Padilla, 760.603.7356

Contact Email: Dave.Padilla@carlsbadca.gov

Address: 1200 Carlsbad Village Drive, Carlsbad, CA 92008

Contract Date: 2008-2019

Contract Amount: Design - \$2.8M; Construction - \$44M

Requirements of Contract: Agua Hedionda Lift Station, Force Main, and Interceptor Sewer

Company Name: City of Santa Barbara, Public Works

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Contact Name and Phone Number: Thomas Welche, 805.568.1003

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Contact Email: twelche@santabarbaraca.gov

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Address: 735 Anacapa Street, Santa Barbara, CA 93101

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Contract Date: 2016-2018

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Contract Amount: Design - \$427k; Construction - \$21M

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Requirements of Contract: El Estero Wastewater Treatment Plant Influent Pump Station Rehabilitation

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**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: See Attachment "A".  
\_\_\_\_\_

Contact Name and Phone Number:  
\_\_\_\_\_

Contact Email:  
\_\_\_\_\_

Address:  
\_\_\_\_\_

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

Contract Amount:  
\_\_\_\_\_

Requirements of Contract:  
\_\_\_\_\_

What portion of work will be assigned to this subcontractor:  
\_\_\_\_\_

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

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

**K. STATEMENT OF AVAILABLE EQUIPMENT:**

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

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

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

Pledge of Compliance Initial submission.

OR

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

**Complete all questions and sign below.**

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

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

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

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

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

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

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

**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.**

J.P. Semper, Principal-in-Charge		May 30, 2024
Name and 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.

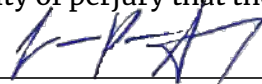
E-7: As a privately held corporation, Brown and Caldwell generally does not release financial information. Brown and Caldwell is a \$489 million company, has been in business for 75 years, and is ranked in the top 20% of American environmental engineering firms. The company has enjoyed 20 consecutive years of growth, has over 70 offices and a workforce of approximately 2,000 employees.

F-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?  
Brown and Caldwell is or has been a party in the following litigation related to Brown and Caldwell's professional services in the 5-year period preceding the date of our response to the RFP. Any additional questions should be directed to Robert D. Goodson, Senior Vice President and General Counsel of Brown and Caldwell.

F-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?The City and County of Denver, Board of Water v. Brown and Caldwell, Defendant, Case No. 2021CV30831, District Court, City and County of Colorado (March 23, 2021). This lawsuit involves a claim that construction activity involving excavation undertaken by the CMAR contractor and client without Brown and Caldwell's participation on site was impacted due to an alleged failure by Smith Environmental (a subconsultant to BC) to identify certain potential asbestos containing material (ACM) as part of its initial survey. BC had a narrow engagement on the civil and structural design, with other design aspects being performed by City and County of Denver's own forces and the primary allegations were directed at Smith. At trial, Denver Water's claimed damages related to the Smith's report were reduced substantially by the jury, which judgment and associated cost award BC fully satisfied soon thereafter. The jury also awarded judgment against Smith in BC's favor, which Smith has appealed. This matter is ongoing.

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.

J.P. Semper, Principal-in-Charge



May 30, 2024

Print Name, Title

Signature

Date

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

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

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

Company Name & Address	Contact Name and Phone Number	Contact Email	Contract Date	Contract Amount	Requirements of Contract	Portion of Work Assigned	Certifications
Allied Geotech Engineers, Inc. 9500 Cuyamaca Street, Suite 102, Santee, CA 92071-2685	Sani Sutanto, 619.449.5900	s_sutanto@alliedgeo.org	TBD	0.5%	N/A	Geotechnical	SLBE DBE MBE
Balboa Engineering, Inc. 14204 Caminito Lazanja, San Diego, CA 92127	Matt Dorman, 858.200.5044	matt@balboaengineering.com	TBD	3%	N/A	Constructability Reviews	SLBE
Corrosion Probe, Inc. 12 Industrial Park Road PO Box 178 Centerbrook, CT	Murray Heywood, 905.260.8246	heywoodm@cpengineering.com	TBD	1%	N/A	Defining the coating and lining need	N/A
Hoch Consulting, APC 804 Pier View Way, Suite 100, Oceanside, CA 92054	Adam Hoch, 858.431.9767	ahoch@hochconsulting.com	TBD	3%	N/A	Funding and Planning	SLBE
Mann, King Engineers, Inc. dba DHK Engineers, Inc. 1851 Skyhill Place, Escondido, CA, 92026	Donald King, 760.310.8544	Dhkeng1@sbcglobal.net	TBD	3%	N/A	Odor Control, APCD, SDG&E/Solar, Noise	ELBE WBE
Martin and Libby 4452 Glacier Avenue, San Diego, CA 92120	Jean Libby, 619.280.9307	jlibby@martinandlibby.com	TBD	7%	N/A	Structural	ELBE WBE

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.

J.P. Semper, Principal-in-Charge \_\_\_\_\_ May 30, 2024  
 Print Name, Title \_\_\_\_\_ Signature \_\_\_\_\_ Date

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

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

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

Company Name & Address	Contact Name and Phone Number	Contact Email	Contract Date	Contract Amount	Requirements of Contract	Portion of Work Assigned	Certifications
MBN Group Inc. 11622 El Camino Real Suite 100, San Diego, CA, 92130	Minh Nguyen, 858.678.0150	mnguyen@ mbngroup.net	TBD	1%	N/A	Architectu re	ELBE
Paradigm Geospatial, Inc. 16772 W Bernardo Dr, San Diego, CA, 92127	James Nicolau IV 619.322.0895	James@ P-Geo.com	TBD	1%	N/A	3D Survey	ELBE SBE
PW Engineering, Inc. 933 Muirlands Vista Way La Jolla, CA 92037	Pete Wong, 858.334.5347	pwong.pwe@ gmail.com	TBD	7%	N/A	Mechanic al/ Electrical	ELBE
San Dieguito Engineering 1911 Palomar Oaks Way, Suite 200, Carlsbad, CA 92008	Annie S. Aguilar, 858.345.1149	AAguilar@ sdeinc.com	TBD	1%	N/A	Survey	SLBE
V&A Consulting Engineers, Inc. 11011 Via Frontera Suite C San Diego, CA 92127	Brian Briones, 858.576.0226	bbriones@ vaengineering.com	TBD	1%	N/A	Corrosion Engineeri ng	N/A

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.

J.P. Semper, Principal-in-Charge  
Print Name, Title

  
Signature

May 30, 2024  
Date