

ORIGINAL

**AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND
WSP USA**

FOR

AS-NEEDED CIVIL ENGINEERING SERVICES-CONTRACT 3

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AGREEMENT FOR CONSULTANT SERVICES

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**AS-NEEDED AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND WSP USA
FOR CONSULTANT SERVICES**

THIS Agreement is made and entered into between the City of San Diego, a municipal corporation [City], and WSP USA. [Consultant] to provide Professional Services to the City for civil engineering on an as-needed basis.

RECITALS

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

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

The City and the Consultant [Parties] want to enter into an Agreement whereby the City will retain the Consultant to provide, and the Consultant shall provide, the Professional Services on an as-needed, hourly fee basis [Agreement].

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

**ARTICLE I
CONSULTANT SERVICES**

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

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

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

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

1.1.3 Issuance of Task Orders for Multiple Contracts with the Same Services. When multiple As-Needed Agreements exist for the same discipline, the Contract Manager will rotate award of Task Orders between the multiple agreements until the contract duration expires or the contract authorization amount is reached. After a Consultant has been issued a Task Order, that Consultant will be placed at the end of the list for consideration to perform the next Task Order.

1.2 Task Administrator. The Engineering & Capital Projects Department is the task administrator for this Agreement. The Consultant 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 Consultant on all matters related to the administration of this Agreement and the Consultant's performance of the Professional Services rendered hereunder. When this Agreement refers to communications to or with the City, those communications will be with the designated representative, unless the designated representative or the Agreement specifies otherwise. Further, when this Agreement refers to an act or approval to be performed by the City, that act or approval shall be performed by the Mayor or designee, unless the Agreement specifies otherwise.

1.3 City Modification of Scope of Services. The City may, without invalidating this Agreement, order changes in any Task by altering, adding to or deducting from the Professional Services to be performed. All such changes shall be in writing and shall be performed in accordance with the provisions of this Agreement. If any such changes cause an increase or decrease in the Consultant's cost of, or the time required for, the performance of any of the Professional Services, the Consultant shall immediately notify the City. If the City deems it appropriate, an equitable adjustment to the Consultant's compensation may be made, provided that any adjustment must be approved by both Parties in writing in accordance with Section 9.1 of this Agreement.

1.4 Written Authorization. Prior to performing any Professional Services in connection with the Tasks, the Consultant shall obtain from the City a written authorization to proceed. Further, throughout the term of this Agreement, the Consultant shall immediately advise the City in writing of any anticipated changes to any Task, including any changes to the time for completion or the Compensation and Fee Schedule, and shall obtain the City's written consent to the change prior to making any changes. In no event shall the City's consent be construed to relieve the Consultant 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 Consultant, including but not limited to all drafts, data, correspondence, proposals, reports, and estimates compiled or composed by the Consultant, 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 Consultant, at the time that it was disclosed to the Consultant by the City, (b) subsequently becomes publicly known through no act or omission of the Consultant, or (c) otherwise becomes known to the Consultant 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 Consultant shall ensure that any plans and specifications prepared, required, or recommended under this Agreement allow for competitive bidding. The Consultant 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 Consultant shall submit this written justification to the City prior to beginning work on such plans or specifications. Whenever the Consultant recommends a specific product or equipment for competitive procurement, such recommendation shall include at least two brand names of products that are capable of meeting the functional requirements applicable to the Task.

ARTICLE II DURATION OF AGREEMENT

2.1 Term of Agreement. This Agreement shall be effective on the date it is executed by the last Party to sign the Agreement, and approved by the City Attorney in accordance with San Diego Charter Section 40. Unless otherwise terminated, this Agreement shall be effective for issuing and completing Task Orders for no more than eighty-four (84) months following the date of its execution by the City, unless said duration is modified in writing by an amendment to this Agreement. Any extension beyond eighty-four (84) months will require City Council approval via Ordinance.

2.2 Time of Essence. Time is of the essence for each provision of this Agreement, unless otherwise specified in this Agreement. The time for performance of any Task shall be set forth in the Task Order and shall not exceed the contract duration.

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

2.4 Delay. If delays in the performance of the Professional Services are caused by unforeseen events beyond the control of the Parties, such delay may entitle the Consultant to a reasonable extension of time, but such delay shall not entitle the Consultant 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 Consultant's work; inability to obtain materials, equipment or labor; required additional Professional Services; or other specific reasons agreed to between the City and the Consultant; provided, however, that: (a) this provision shall not apply to, and the Consultant shall not be entitled to an extension of time for, a delay caused by the acts or omissions of the Consultant; and (b) a delay caused by the inability to obtain materials, equipment, or labor shall not entitle the Consultant to an extension of time unless the Consultant furnishes the City, in a timely manner, documentary

proof satisfactory to the City of the Consultant'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 Consultant'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 Consultant 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 Consultant a sum equivalent to the reasonable value of the Professional Services the Consultant has performed up to the date of suspension. Thereafter, the City may rescind such suspension by giving written notice of rescission to the Consultant. The City may then require the Consultant to resume performance of the Professional Services in compliance with the terms and conditions of this Agreement; provided, however, that the Consultant 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 Consultant. 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 Consultant. After termination of this Agreement, the Consultant shall complete any and all additional work necessary for the orderly filing of documents and closing of the Consultant's Professional Services under this Agreement. For services rendered in completing the work, the Consultant shall be entitled to fair and reasonable compensation for the Professional Services performed by the Consultant before the effective date of termination. After filing of documents and completion of performance, the Consultant shall deliver to the City all drawings, plans, calculations, specifications and other documents or records related to the Consultant's Professional Services on all Task(s). By accepting payment for completion, filing and delivering documents as called for in this paragraph, the Consultant 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 Consultant fails to perform or adequately perform any obligation required by this Agreement, the Consultant's failure constitutes a Default. A Default includes the Consultant's failure to complete the Professional Services within the time for completion as set forth in the Task Order. If the Consultant 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 Consultant, and any person claiming any rights by or through the Consultant 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 Consultant.

ARTICLE III COMPENSATION

3.1 Amount of Compensation. The City shall pay the Consultant for performance of all Professional Services rendered in accordance with this Agreement, including all reasonably related expenses, in an amount not to exceed \$25,000,000. The City agrees to issue at least one or more Task Orders with a minimum aggregate value of \$1,000.00 to the Consultant.

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

3.3 Additional Costs. Additional Costs are those costs that can be reasonably determined to be related to the Consultant's errors or omissions, and may include Consultant, City, or Subcontractor overhead, construction, materials, demolition, and related costs. The Consultant shall not be paid for the Professional Services required due to the Consultant's errors or omissions, and the Consultant 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 Consultant. Whether or not there are any monies due, or becoming due, the Consultant shall reimburse the City for Additional Costs due to the Consultant's errors or omissions.

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

ARTICLE IV CONSULTANT'S OBLIGATIONS

4.1 Industry Standards. The Consultant 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 Consultant 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 Consultant's and any Subcontractor's premises to review and audit the Consultant'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 Consultant'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 Consultant or Subcontractor is in compliance with all requirements under this Agreement.

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

4.2.2.2 Accounting Records. The Consultant and all Subcontractors shall maintain complete and accurate records in accordance with Generally Accepted Accounting Practices in the industry. The Consultant 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 Consultant 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 Consultant 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 Consultant'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 Consultant 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 Consultant'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. Consultant's liabilities, including but not limited to Consultant's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. If Consultant 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 Consultant. 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

Consultant'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 Consultant 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 Consultant shall maintain insurance coverage as follows:

4.3.1.1 Commercial General Liability. The Consultant 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 Consultant's automobiles including owned, hired and non-owned automobiles, the Consultant 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 Consultant 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 Consultant's employees who are subject to this Agreement the Consultant 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 Consultant's employees who are subject to this Agreement, the Consultant 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 Consultant shall ensure both that: (1) the policy retroactive date is on or before the date of commencement of the Professional Services as described in issued Task Orders; and (2) the policy will be maintained in force for a period of three years after substantial completion of the Professional Services as described in issued Task Orders or termination of this Agreement whichever occurs last. The Consultant 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. Consultant shall procure and maintain at Consultant's expense or require Consultant'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.

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

For approval of a substitution of Consultant's Subcontractor's insurance, the Consultant 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 Consultant's manuscript Architects & Engineers Professional Liability policy affords pollution liability coverage, Consultant 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. Consultant shall disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided. The City may require Consultant 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 Consultant'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 Consultant's insurance and shall not contribute to it.

SEVERABILITY OF INTEREST. For Contractors Pollution Liability Insurance, the policy or policies shall provide that the Consultant'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 Consultant's insurance coverage, limits, deductible and self-insured retentions to determine if they are acceptable to the City. The City will reimburse the Consultant 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 Consultant may obtain additional insurance not required by this Agreement.

4.3.7 Notice of Changes to Insurance. Consultant 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 Consultant'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 Consultant shall list on the Subcontractor List [Exhibit D, Attachment CC] all Subcontractors known to the Consultant at the time this Agreement is entered. If at any time after this Agreement is entered into, the Consultant identifies a need for addition, deletion, or substitution of Subcontractor Services, the Consultant must submit a written notice to the City requesting approval for the change modifying the Subcontractor Services. The Consultant'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 Consultant 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 Consultant 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 Consultant proportionate to the services performed by the Subcontractor.

4.4.1.2 The Consultant is obligated to pay the Subcontractor, for Consultant and City-approved invoice amounts, out of amounts paid by the City to the Consultant, not later than seven working days from the Consultant's receipt of payment from the City. Nothing in this paragraph shall be construed to impair the right of the Consultant 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 Consultant 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 Consultant shall pay the Subcontractor the amount withheld within fourteen working days of the Consultant's receipt of the City's next payment.

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

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

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

4.5 Contract Records Reports.

4.5.1 The Consultant 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 Consultant 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 Consultant must submit the following reporting using the City's web-based contract compliance i.e., Prism® portal:

4.5.3.1 Monthly Employment Utilization. Consultant 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. Consultant 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 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.

4.6 Non-Discrimination Requirements.

4.6.1 Compliance with the City's Equal Opportunity Contracting Program.

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

4.6.2 Non-Discrimination Ordinance. The Consultant 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 Consultant shall provide equal opportunity for Subcontractors to participate in subcontracting opportunities. 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. This language shall be in contracts between the Consultant and any Subcontractors, vendors and suppliers.

4.6.3 Compliance Investigations. Upon the City's request, the Consultant 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 Consultant 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 Consultant for each subcontract or supply contract. The Consultant 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 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 for violation of the provisions of the Nondiscrimination in Contracting Ordinance. The Consultant 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 Consultant 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 online at <https://www.sandiego.gov/city-clerk/officialdocs>.

4.7.1 Consultant's Notice to Employees. The Consultant 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 Consultant 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 Consultant shall post the drug-free policy in a prominent place.

4.7.4 Subcontractor's Agreements. The Consultant 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. Consultants and Subcontractors shall be individually responsible for their own drug-free workplace program.

4.8 Title 24/Americans with Disabilities Act Requirements. Consultant has sole responsibility for ensuring that all design services as contained in issued Task Orders 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 Consultant (i.e., that which provides the most access). Consultant 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. Consultant understands that while the City will be reviewing Consultant's designs for compliance in specific and certain areas under Title 24 and ADAAG prior to acceptance of Consultant's designs, Consultant understands and agrees that the City's access review process and its acceptance of Consultant's designs in no way limits the Consultant's obligations under this agreement to prepare designs that comply with all requirements under Title 24 and ADAAG.

4.9 Product Endorsement. The Consultant 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 Consultant 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 Consultant'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 Consultant'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 Consultant'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 Consultant 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 Consultant 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 Consultant's personnel employed on the Project shall not accept gratuities or any other favors from any Subcontractors or potential Subcontractors. The Consultant shall not recommend or specify any product, supplier, or contractor with whom the Consultant 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 Consultant 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 Consultant 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 Consultant, its agents, officers, and employees agree to assist in resolving the dispute or litigation. The Consultant'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 Consultant for fees incurred for providing Mandatory Assistance as Additional Costs under Section 3.3. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of the Consultant, its agents, officers, and employees, the Consultant shall reimburse the City. The City is then entitled to reimbursement of all fees paid to the Consultant, 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 Consultant or its agents, officers, and employees may

incur expenses and/or costs. The Consultant 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 Consultant 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 Consultant 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 Consultant 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. Consultant 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 Consultant anticipates that the total construction cost will exceed the estimated construction budget, the Consultant shall immediately notify the City in writing. This written notification shall include an itemized cost estimate and a list of recommended revisions which the Consultant 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 Consultant 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, Consultants, 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, Consultant, 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. Consultant 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. Consultant 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. Consultant understands that while the City will be reviewing Consultant's designs for storm water permit compliance prior to acceptance of Consultant's designs, Consultant understands and agrees that the City's Storm Water review process and its acceptance of Consultant's designs in no way limits the Consultant's obligations under this agreement to prepare designs that comply with all requirements of the San Diego Municipal Code and MS4 Permit.

The Consultant 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 Consultant 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 Consultant 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.

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

4.19 ADA Certification. By signing this Agreement the Consultant 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 Consultant 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 Consultant 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 Consultant and its subconsultants shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

4.20.1.2 The date of the City's Request for Cost Proposal for a Task Order Letter (Proposal Letter) shall be used for the purpose of determining which published prevailing wage rate shall apply on a Task Order. All wage rates published and all predetermined wage rate increases known at the date of the Proposal Letter shall apply for the duration of said Task Order. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of that particular Task Order. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to that particular Task Order in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of that particular Task Order, each successive predetermined wage rate shall apply to that particular Task Order on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of that particular Task Order, such wage rate shall apply to the balance of that Task Order.

4.20.2 Penalties for Violations. Consultant 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. Consultant 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. Consultant shall require its subconsultants to also comply with section 1776. Consultant and its subconsultants shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Consultant 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 Consultant 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 Consultant and its subconsultants shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Consultant shall be held responsible for the compliance of their subconsultants with sections 1777.5, 1777.6 and 1777.7.

4.20.5 Working Hours. Consultant 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. Consultant 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. Consultant in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Agreement, Consultant 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 Consultant 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 Consultant'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, Consultant 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 Consultant 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 Consultant 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 Consultant or unregistered subcontractor(s) on ALL public works until the unregistered Consultant or unregistered subcontractor(s) is registered. Failure to observe a stop order is a misdemeanor.

4.20.11. List of all Subcontractors. The Consultant 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 Consultant shall provide a complete list of subcontractors, regardless of tier, with each invoice. Additionally, Consultant 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 Consultant 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 Consultant shall still comply with Labor Code sections 1720 et. seq. The only recognized exemptions are listed below:

4.20.12.1 Registration. The Consultant 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 Consultant 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 Consultant 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, Consultant 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 Consultant 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 Consultant, any Subcontractor, anyone directly or indirectly employed by them, or anyone

that they control. The Consultant'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 Consultant Services Indemnification and Defense.

6.2.1 Consultant 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, Consultant 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 Consultant or Consultant's officers or employees.

6.2.2 Consultant 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 Consultant or Consultant'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 Consultant agrees to pay any and all costs the City incurs enforcing the indemnity and defense provisions set forth in this Article.

ARTICLE VII MEDIATION

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

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

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

7.3.1 If AAA is selected to coordinate the mediation, within ten working days from the receipt of the initiating Party's Request for Mediation, the opposing Party shall file

the following: a list of preferred Mediators listed in preference order after striking any Mediators to which they have any factual objection, and a preference for available dates. If the opposing Party strikes all of initiating Party's preferred Mediators, opposing Party shall submit a list of three preferred Mediators listed in preference order to initiating Party and Administrator. Initiating Party shall file a list of preferred Mediators listed in preference order, after striking any Mediator to which they have any factual objection. This process shall continue until both sides have agreed upon a Mediator.

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

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

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

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

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

ARTICLE VIII INTELLECTUAL PROPERTY RIGHTS

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

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

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

8.7 Intellectual Property Warranty and Indemnification. Consultant 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 Consultant to produce, at Consultant'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. Consultant 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 Consultant receives payment under this contract, City shall be entitled, upon written notice to Consultant, to withhold some or all of such payment.

8.8 Enforcement Costs. The Consultant 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 Michael Ramirez, 525 B Street, San Diego, CA 92101 and notice to the Consultant shall be addressed to: WSP USA, Patti Boekamp, 401 B Street, Suite 1650, San Diego, CA 92101, Patti.Boekamp@wsp.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 Consultant 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 Consultant and any Subcontractors employed by the Consultant 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 Consultant concerning the details of performing the Professional Services, or to exercise any control over such performance, shall mean only that the Consultant shall follow the direction of the City concerning the end results of the performance.

9.5 Consultant and Subcontractor Principals for Professional Services. It is understood that this Agreement is for unique Professional Services. Retention of the Consultant's Professional Services is based on the particular professional expertise of the following members of the Consultant's organization: **Richard Leja, Patti Boekamp, Larry Thornburgh (Nasland), Tim Monroe (BLC), Rick Bottcher, Joe De La Garza & Jarett Linn (Nasland)** [Project Team]. Accordingly, performance of Professional Services under this Agreement may not be delegated to other members of the Consultant'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

Consultant. 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 Consultant, to require any of the Consultant's employees or agents to be removed from performance of the Scope of Services.

9.6 Additional Consultants or Contractors. The City reserves the right to employ, at its own expense, such additional Consultants or contractors as the City deems necessary to perform work or to provide the Professional Services in the Scope of Services as described in issued Task Orders.

9.7 Employment of City Staff. This Agreement may be unilaterally and immediately terminated by the City, at its sole discretion, if the Consultant 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 Consultant.

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

9.9 Compliance with Controlling Law. The Consultant 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 Consultant 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 Consultant 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 Consultant Evaluation. City will evaluate Consultant'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, Consultant 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, Consultant certifies that Consultant 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 Consultant 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 Consultant 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 Consultant** 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 Consultant 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 Consultant 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 **Consultant will hold the City harmless** for release of this information.

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

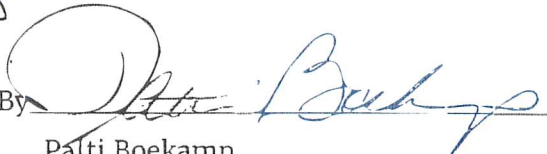
Nothing in this Agreement creates any obligation for the City to notify the Consultant or obtain the Consultant's approval or consent before releasing information subject to disclosure under the California Public Records Act.

9.25 Equal Pay Ordinance. Unless an exception applies, Consultant shall comply with the Equal Pay Ordinance (EPO) codified in the San Diego Municipal Code (SDMC) at section 22.4801 through 22.4809. Consultant shall require all of its subconsultants to certify compliance with the EPO in their written subcontracts. Consultant 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, Consultant acknowledges the EPO requirements and pledges ongoing compliance with the requirements of SDMC Division 48, section 22.4801 et seq., throughout the duration of this Agreement.

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IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor, pursuant to Ordinance Number 0-21850, authorizing such execution, and by the Consultant pursuant to Engineering & Capital Projects Department's signature authority document.

I HEREBY CERTIFY I can legally bind WSP USA and that I have read all of this Agreement, this 10th day of July, 2024.

By 
Patti Boekamp
Principal-In-Charge


Dated this 12th day of September, 2024.

THE CITY OF SAN DIEGO
Mayor or Designee

By 
Matthew Vespi
Chief Financial Officer
City of San Diego

I HEREBY APPROVE the form of the foregoing Agreement this 17 day of September, 2024.

MARA W. ELLIOTT, City Attorney

By 
Justin Stanek
Deputy City Attorney

CONSULTANT AS-NEEDED EXHIBITS

SCOPE OF SERVICES

1.0 SCOPE OF SERVICES

1.1 GENERAL

- 1.1.1 Under the general supervision of the City Mayor or his designated representatives, Design Professional shall provide as-needed professional Civil Engineering services by Task Orders on an hourly basis. Civil Engineering Services include, but are not necessarily limited to preparation of construction documents for; water/sewer/storm drain rehab/replacement projects, water/sewer facility improvement projects, street/sidewalk/bike lane improvement projects, various structural improvement projects, preparation of environmental documents, assist in the acquisition of various permits, perform hydrology/hydraulic analysis, provide bid and construction support services and other support services, including but not limited to structural, electrical, transportation, water resources, survey, landscape architecture, geotechnical, environmental, etc. These services will be provided according to City directions and in conformance with the current California Building Code/Uniform Building Code, California Title 24 Accessibility Standards, and the Americans with Disabilities Act/Americans with Disabilities Act Design Guidelines including professional standards of practice established by the City (see paragraph 1.1.5). This includes all amendments and revisions of these standards as adopted by the City.
- 1.1.2 Design Professional is responsible for the design services and, if needed, design support during construction of the Task in accordance with all current applicable laws, regulations, and codes.
- 1.1.3 Design Professional, either personally or through its subconsultants, shall make any presentations necessary as determined by the City, to

EXHIBIT A

City Council, Council Committee, and citizen groups to provide them with the information about the Task. Design Professional, either personally, or through its subconsultants, shall also make presentations to any governing or regulatory body or agency for other approvals as may be required.

- 1.1.4 Design Professional shall obtain all necessary soils investigation required for the design of the Task. The Design Professional, either personally or through the Soil Subconsultant, shall prepare a statement that may, in the City's discretion, be included in the bidding Documents as to the nature of soils, contamination, ground water conditions and any other information concerning the existing conditions of the site.
- 1.1.5 The professional standards of practice established by the City and referred to in paragraph 1.1.1 include but are not necessarily limited to, the current versions of the following:
 - 1.1.5.1 American Public Works Association's/Associated General Contractors of California's Standard Specifications for Public Works construction with Regional and City Supplements [the Greenbook]
 - 1.1.5.2 San Diego Regional Standards Committee's WATCH Handbook.
 - 1.1.5.3 City of San Diego's Standard Special Provisions for Street Lighting & Traffic Signal Systems.
 - 1.1.5.4 California Department of Transportation's Manual of Traffic controls for construction and Maintenance Work Zones.
 - 1.1.5.5 California Department of Transportation's Standard Specifications (utilized for work in CalTrans rights-of-ways).
 - 1.1.5.6 City of San Diego's Standard Drawings.

EXHIBIT A

- 1.1.5.7 California Department of Transportation's Standard Plans (utilized for striping of City streets and work in CalTrans rights-of-ways).
- 1.1.5.8 City of San Diego's Drainage Design Manual.
- 1.1.5.9 City of San Diego's Landscape Technical Manual produced by the Planning Department.
- 1.1.5.10 City of San Diego Sewer Design Guide.
- 1.1.5.11 City of San Diego's Street Design Manual.
- 1.1.5.12 City of San Diego's Manual of Preparation of Land Development and Public Improvement Plans.
- 1.1.5.13 City of San Diego's Technical Guidelines for Geotechnical Reports.
- 1.1.5.14 Land Development Code/San Diego Municipal Code.
- 1.1.5.15 Facility Design Guidelines
- 1.1.5.16 City CADD Standards and MicroStation Drafting Files
- 1.1.6 Design Professional shall comply with City Engineering drafting standards, as outlined in the City of San Diego's Manual of Preparation Land Development and Public Improvement Plans, in order to ensure good quality microfilm prints. The Design Professional shall check with Development Services Plan Check Section for amendments to the most recent version of the manual.
- 1.1.7 Design Professional shall provide all required easement documents (i.e. dedication, acquisitions, set asides, street vacations, abandonments, subordination agreements, joint use agreements, etc.) per City of San Diego Real Estate Assets Department requirements and Council Policy 600-04.

EXHIBIT A

- 1.1.8 Design Professional shall design the storm drain systems to the frequency storm runoff capacities as outlined in of the City of San Diego's Drainage Design Manual (ref. Section 1-102.2).
- 1.1.9 Design Professional shall provide all required information for the construction or relocation of public or private utility facilities which must be constructed or relocated as a result of this Project.
- 1.1.10 If directed, Design Professional shall address all traffic control requirements for the Task including, if necessary, separate traffic control plans and/or notes.
- 1.1.11 Design Professional shall obtain all necessary geotechnical information required for the design and construction of the Project. The Task Engineering Geologist and/or Project Soils Engineer (qualified R.C.E. or R.G.E.) shall prepare a statement that will be included in the Bidding Documents, to address existing geotechnical conditions of the site which might affect construction.
- 1.1.12 Design Professional shall design the Task to comply with the ADA and Title 24 as described in the Agreement; however, as owner of the facility, the City is exposed to liability for projects on which designers fail to meet this obligation. Consequently, the City is implementing an evaluation of certain design aspects to ensure a compliant facility. The Design Professional shall complete and submit an ADA Compliance Review Checklist. This Checklist is designed to assist Design Professionals in meeting their ADA obligations under the contract (Design Professional also must meet Title 24 which these checklists do not cover). These checklists are not comprehensive. The checklists merely reflect the specific problematic areas of compliance with ADA commonly seen by the City. As a result, the City will be checking only these areas of ADA prior to acceptance of a Design Professional's design. The Design Professional is obligated to meet all additional laws which are not included on the City's ADA Design Review Checklist, and/or to advise the City at any time if they feel components on the checklist misrepresent the current state of the law. These ADA checklists and the City's access

review process in no way limits the Design Professional's obligation under the contract.

2.0 TASK DELIVERABLES

2.1 CONTRACT DOCUMENTS

Working Drawings shall be prepared by the Design Professional in accordance with the City's most current drawing format as outlined in the City of San Diego's Manual of Preparation of Land Development and Public Improvement Plans. Specifications shall be prepared using Microsoft Word or equivalent utilizing Greenbook or Construction Specification Institute (CSI) format, whichever the City requests. Design Professional will furnish only the technical "Special Provisions" section of the Specifications to supplement or modify the Greenbook standards. Any computer programs used for hydraulic calculations shall be IBM PC compatible.

2.2 SCHEMATIC DESIGN

2.2.1 Design Professional shall consult with the City to ascertain requirements of the Task including operational needs analysis in coordination with the City's Engineering & Capital Projects Department. Schematic Design studies shall include, but not be limited to the following:

2.2.2 Site plan, with diagrammatic indications showing relationships of the Task components, including traffic circulation and landscaping.

2.2.2.1 Sketches with sufficient detail to illustrate the scale and location of the Task components.

2.2.2.2 Analysis of parameters affecting design and construction for each alternate considered.

2.2.2.3 Description and recommendation for structural, mechanical, and electrical systems, showing alternatives considered, probable construction costs for the base Task and all additive alternates considered.

2.2.2.4 Summary of Task requirements and a recommendation.

EXHIBIT A

- 2.2.3 City approval of the schematic design documents and task proposal is a condition precedent to authorization to the Design Professional to proceed with any task.

2.3 DESIGN DEVELOPMENT

- 2.3.1 Design Professional shall prepare from the approved schematic design documents, for approval by the City, Design Development Documents to fix and describe the size and character of the entire Task. These documents shall contain, as a minimum, the following:
 - 2.3.2 Site plan, indicating the immediate surrounding development around the site nature and relational location, via dimensions, of all proposed Task components. Traffic circulation and landscaping should also be indicated at this stage.
 - 2.3.3 Proposed construction schedules.
 - 2.3.4 Technical 'Special Provisions' section of the Specifications.
 - 2.3.5 Outline of Specifications prepared in accordance with the latest recommended format of the Construction Specification Institute, or in Greenbook format.
 - 2.3.6 probable project construction costs, for each component of the Project being considered in this phase.

2.4 CONSTRUCTION DOCUMENTS

- 2.4.1 Design Professional shall prepare, if directed, based on the approved Design Development Documents, Working Drawings and Contract Specifications [Construction Documents] setting forth in detail the requirements for the Project construction, and furnishing of the entire Project including the necessary bidding information.
- 2.4.2 Design Professional shall have a specific program established for coordinating the work of all his or her Design Professionals with the architectural work and with each other.

EXHIBIT A

- 2.4.3 Working Drawings and specifications will be prepared in accordance with the latest City drawing and specification format. Specifications shall be typed using Microsoft Word and printed using a standard laser printer or equivalent utilizing Greenbook and/or CSI format. Mylar "D" Sheets will be furnished by the City. Working drawings shall be made with permanent ink, Computer Aided Drafting, a permanent photographic reproduction process, or with pencil made for use on drafting film and permanently fixed with spray coating. Scale and clarity or detail shall be suitable for half-size reduction. Electronic files shall be submitted to the City as directed.
- 2.4.4 If directed, Design Professional shall provide a construction cost estimate based on the Construction Documents.
- 2.4.5 Design Professional shall file the required documents to obtain the services of all utilities required by the Project, including but not limited to, natural gas, electrical, telephone, cable, fiber optics, water, sewer, and storm drain; and shall coordinate the design of serving utilities with the corresponding utility companies. Design Professional shall furnish City with a written confirmation of the utility companies' approval of the proposed services and of the cost of these services, along with initial submission of Construction Documents.
- 2.4.6 If directed, the Design Professional shall prepare and provide a geotechnical design report.
- 2.4.7 Design Professional shall address all traffic control requirements for the Project including, if necessary, at the discretion of the City, separate traffic control plans and/or notes.
- 2.4.8 Design Professional shall prepare and incorporate into the Construction Documents, a Storm Water Pollution Prevention Plan (SWPPP) to be implemented by the Contractor during Project construction. The SWPPP shall comply with the California Regional Water Quality Control Board Statewide General Construction Storm Water permit current requirements.

EXHIBIT A

2.4.9 Design Professional shall provide a construction cost estimate based on the Construction Documents.

2.4.10 Design Professional shall revise Construction Documents to incorporate comments received from the City-wide plan check or from the permitting agencies.

2.5 BIDDING DOCUMENT

Design Professional, following City approval of the Construction Documents, shall prepare Final Corrected Construction Documents [Bidding Documents], and shall assist City in responding to inquiries from prospective bidders, and in preparation of addenda for issuance by the City.

2.6 CONSTRUCTION SUPPORT SERVICES

2.6.1 The construction phase will commence with the award of the construction contract and will terminate when the Project is complete and operable and the Final Record Drawings [As-builts] have been accepted by the City.

2.6.2 During the construction phase, Design Professional shall provide technical advice for the Project, and any other related work, to the Project Manager employed by the City of San Diego as required by the scope of work of the Task.

2.6.3 Design Professional shall incorporate all construction changes provided by the City into the Final Record Drawings, including the location of underground and concealed utilities, and significant shop drawing information, and shall submit them to the Project Manager as record drawings for final acceptance.

2.6.4 Design Professional shall aid the City, on an as-needed basis, in the general administration of any construction contract let by City for development of the Project including but not limited to reviewing and preparing response to the Request For Information (RFI), request for clarification, review of the shop drawings and periodic on-site

EXHIBIT A

observations as may be necessary to determine if the work is proceeding in accordance with the design.

- 2.6.5 Design Professional shall aid in the assembling of all written guarantees and warranties, instruction books, diagrams and charts required by contract documents.
- 2.6.6 Design Professional shall incorporate all construction changes into the original tracings, including location of underground concealed utilities, significant shop drawing information, and final adjusted outputs of mechanical systems, and submit them to the City for final acceptance.

END OF SCOPE OF SERVICES

TASK ORDER AUTHORIZATION FOR PROFESSIONAL SERVICES [TASK ORDER]

Consultant:	
Agreement:	
Task Order No.:	Date:
<p>Pursuant to the Terms and Conditions of the Agreement referenced above and incorporated into this Task Order, Consultant hereby agrees to perform the Professional Services described below. The Consultant shall furnish all necessary facilities, materials, and professional, technical, and supporting personnel required by this Task Order.</p>	
<p>Part A Scope of Services</p> <p>1.1 Professional Services rendered under this Task Order shall be performed in accordance with the Agreement. The Scope of Services shall be as set forth in Exhibit A of the Agreement and as more fully set forth below. If necessary, the Scope of Services may be more fully described on one or more separate sheets and attached to this Task Order.</p>	
<p>Part B Task Order Compensation</p> <p>City shall pay Consultant for the Professional Services required by this Task Order in accordance with Article III of the Agreement. The not to exceed cost for the Scope of Services for this Task Order is \$ _____.</p>	
<p>Part C Personnel Commitment</p> <p>1.1 The Scope of Services shall be performed by Consultant's personnel in the number and classifications required by City.</p> <p>1.2 Subcontractor Participation. The City has incorporated mandatory SLBE-ELBE subcontractor participation percentages to enhance competition and maximize subcontracting opportunities. The mandatory subcontractor participation percentages based upon certified SLBE and ELBE firms has also been provided to achieve the mandatory subcontractor participation percentages or meet the:</p> <ol style="list-style-type: none"> 1. SLBE participation X.X% 2. ELBE participation X.X% 3. Total mandatory participation X.X% 	
<p>Part D Time Sequence</p> <p>All Professional Services to be performed under this Task Order shall be completed by _____, and as set forth in the Task Order Scope of Services.</p>	
<p>City of San Diego</p> <p>Recommended For Approval:</p> <p>Approved By:</p> <p>Name:</p> <p>Title:</p> <p>Date:</p>	<p>Consultant</p> <p>I hereby acknowledge receipt and acceptance of this Task Order for:</p> <p>By:</p>

EXHIBIT C

WSP USA Inc

COMPENSATION AND FEE SCHEDULE

Staff Classification/Description	Hourly Rate
Engineering Intern	\$100.00
Engineering Technician	\$130.00
Assoc Environmental Planner	\$145.00
Project Assistant	\$150.00
Outreach Facilitator	\$160.00
Civil/Water Resources Engineer	\$175.00
Senior Environmental Planner	\$175.00
Senior Traffic Engineer	\$180.00
Senior Structural Engineer	\$185.00
Senior Civil/WR Engineer	\$195.00
Senior Geotechnical Engineer	\$205.00
Lead Traffic Engineer	\$210.00
Lead Geotechnical/Structural Engineer	\$215.00
Lead Civil/WR Engineer	\$235.00
Principal Construction Engineer	\$245.00
Supv Environmental Planner	\$260.00
Principal Geotechnical Engineer	\$270.00
Principal Environmental Planner	\$295.00
Principal Traffic Engineer	\$305.00
Principal Civil/WR/Structural Engineer	\$315.00
Principal Construction Engineer/Estimator	\$330.00
VP, Civil/WR (Contract/Task Manager)	\$345.00
VP, Civil/WR (Contract/Task Manager)	\$360.00
Local Area Manager/Tech Specialist	\$385.00

Other

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

05/22/24

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

CONSULTANT REQUIREMENTS

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

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

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

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

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

Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, or suppliers. Consultant shall provide equal

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

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

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

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

IV. Small and Local Business Program Requirements. The City has adopted a Small and Local Business Enterprise (SLBE) program for consultant contracts. SLBE program requirements for consultant contracts are set forth 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 Task Order 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/slbefEinst.pdf>.

- a) Failure to meet the mandatory goal or GFE submittal requirements may render Task Order 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 EOCB 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 EOCB 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 EOCB 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-

EXHIBIT D

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

CHECK ONE BOX ONLY.

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

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/REMEDIAL ACTION TAKEN
8/26/2014	Pennsylvania	EEOC charge alleging discrimination.	N	Settled	Settled
12/08/2014	Illinois	EEOC charge alleging discrimination.	N	Dismissed	Dismissed
1/10/2015	New York	EEOC charge filed alleging discrimination.	N	Settled	Settled
9/1/2015	Pennsylvania	EEOC charge alleging discrimination.	N	Dismissed	Dismissed
2/19/2016	South Carolina	EEOC charge alleging discrimination.	Y	Settled	Settled
9/12/2016	District of Columbia	Jointly filed charge with EEOC and Office of Human Rights, Washington, D.C. alleging discrimination.	Y	Settled	Settled
11/14/2016	California	Charge with the California Department of Employment & Fair Housing alleging discrimination.	N	Settled	Settled
1/3/2017	California	EEOC charge filed alleging discrimination.	N	Dismissed	Dismissed
3/15/2017	California	Complaint filed in civil court alleging discrimination.	Y	Settled	Settled
5/1/2018	New York	EEOC charge alleging discrimination.	N	Settled	Settled
5/2/2018	New York	Charge filed with the New York State Division of Human Rights, by a non-WSP contractor employee, alleging discrimination.	N	Settled	Settled
11/13/2018	California	Charge filed with the California Department of Fair Employment & Housing alleging discrimination.	N	Dismissed	Dismissed


11/16/2018	California	Charge filed with the California Department of Fair Employment & Housing alleging discrimination	Y	Settled	Settled
11/27/2018	California	EEOC/California Department of Fair Employment & Housing charge alleging discrimination	N	Dismissed	Dismissed
11/28/2018	New York	EEOC/New York State Division of Human Rights charge alleging discrimination.	N	Settled	Settled
2/5/2019	California	EEOC/California Department of Fair Employment & Housing charge alleging discrimination	N	Settled	Settled
8/30/2019	California	EEOC/California Department of Fair Employment & Housing charge alleging discrimination	N	Dismissed	Dismissed
9/27/2019	Texas	EEOC/Texas Workforce Commission Civil Rights Division Charge alleging discrimination	N	Dismissed	Dismissed
12/18/2019	Louisiana	EEOC charge alleging discrimination	N	Dismissed	Dismissed
2/18/2020	Texas	Charge filed with Texas Workforce Commission-Civil Rights Division alleging discrimination	N	Settled	Settled
10/20/2020	Texas	Charged filed with Texas Workforce Commission-Civil Rights Division alleging discrimination	N	Settled	Settled
3/4/2021	Texas	Pro se civil complaint filed by subcontractor's employee containing vague allegations of harassment	Y	Settled	Settled** **This matter was filed in the District Court of Chambers County, TX, but the allegation is not related to discrimination
3/11/2021	Washington	Employee made complaint with DOL alleging her termination of employment was discriminatory against her due to her military service	N	Dismissed	Dismissed
2/14/2020	Texas	Former employee filed a complaint with Texas Workforce Commission on Civil Rights alleging discrimination	N	Withdrawn	Withdrawn
5/24/2021	Utah	Former employee filed a charge with the Utah Anti-Discrimination & Labor Division and EEOC alleging discrimination	N	Dismissed	Dismissed
5/27/2021	Massachusetts	Former employee filed a charge with the Massachusetts Commission Against Discrimination alleging discrimination	N	Settled	Settled
10/13/2021	New Jersey	Former employee filed a complaint with the Superior Court of New Jersey in Morris County, alleging discrimination	Y	Pending	Pending

2/17/2022	Florida	Former employee filed a charge with the Florida Commission on Human Relations	N	Withdrawn	Withdrawn
5/11/2022	Pennsylvania	Former employee filed a charge with the Philadelphia County Court of Common Pleas, alleging discrimination	Y	Settled	Settled
8/19/2022	Arizona	Former employee filed a charge with the Arizona Attorney General's Office, Civil Rights Division, alleging discrimination	N	Pending	Pending
1/1/2023	District of Columbia	Subcontractor's employee filed a claim with the US District Court for the District of Columbia Greenbelt Division alleging discrimination	Y	Pending	Pending
4/4/2023	New Jersey	Former employee filed a claim with the NJ Division of Human Rights, alleging discrimination	N	Pending	Pending
9/14/2023	Washington	Former employee filed a claim in King County Superior Court, alleging discrimination	Y	Pending	Pending
6/8/2023	New Jersey	Former employee filed a charge with the Pennsylvania Human Rights Commission, alleging discrimination	N	Pending	Pending
6/14/2023	Florida	Former employee filed a charge with the Florida Commission on Human Rights, alleging discrimination	N	Pending	Pending
8/14/2023	New Jersey	Former employee filed a charge with the New Jersey Division of Human Rights, alleging discrimination	N	Pending	Pending
11/20/2023	Raleigh	Former employee filed a charge with the Equal Employment Opportunity Commission alleging discrimination.	N	Pending	Pending
1/17/2024	Colorado	EEOC charge alleging discrimination	N	Pending	Pending
4/19/24	Florida	EEOC Charge alleging discrimination	N	Pending	Pending
5/17/24	New York	EEOC and NYS State Division of Human Rights charge alleging discrimination	N	Dismissed	Dismissed

Consultant Name WSP USA Inc.

Certified By Patti Boekamp Name

Title Senior Director | Local Business Leader


Signature

Date June 10, 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: WSP USA Inc.

ADA/DBA: Not Applicable

Address (Corporate Headquarters, where applicable): One Penn Plaza, 4th Floor

City: New York County: New York State: New York Zip: 10119

Telephone Number: (212) 465-5000 Fax Number: (212) 465-5096

Name of Company CEO: Joseph Sczurko

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

Address: 401 B Street., Suite 1650

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

Telephone Number: (619) 338-9376 Fax Number: N/A Email: Patti.Boekamp@wsp.com

Type of Business: Corporation Type of License: Corporation

The Company has appointed: Martha Alongi

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: 5411 Skycenter Driver, Suite 650, Tampa, FL 33607

Telephone Number: (813) 712-5062 Fax Number: (717) 859-7900 Email: eeo@wsp.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 WSP USA Inc.

(Firm Name)

San Diego, CA, California hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 10th day of June, 2024

[Signature]

Patti Boekamp

(Authorized Signature)

(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: WSP USA Inc. DATE: June 10, 2024

OFFICE(S) or BRANCH(ES): San Diego 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	2	2	4	4	11	4	0	0	0	0	51	38	4	4
Professional	0	0	0	0	0	0	0	0	0	0	1	9	0	2
A&E, Science, Computer	0	1	11	4	6	7	0	0	0	0	53	39	6	4
Technical	0	0	2	1	2	4	0	0	0	0	31	11	6	2
Sales	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Administrative Support	0	0	0	1	0	2	0	0	0	0	0	6	2	4
Services	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Crafts	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Operative Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Transportation	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers*	0	0	0	0	0	0	0	0	0	0	0	0	0	0

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

Totals Each Column	2	3	17	10	19	17	0	0	0	0	136	103	18	16
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Grand Total All Employees	341
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Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled	0	1	1	0	0	1	0	0	0	0	7	4	1	1
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Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

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**
AirX Utility Surveyors 785 E Mission Rd Ste 100 San Marcos CA 92069	Potholing	TBD	WBE	CPUC
Allied Geotechnical Engineers, Inc. 9500 Cuyamaca Street, Suite 102 Santee, CA 92071	Geotechnical/Materials Testing	TBD	SLBE / DBE / MBE	City of San Diego, LA County Metro / Caltrans, CUCP, CPUC, California Department of General Services
Banning Architects, Inc. 6531 Lake Ashmere Ct. San Diego, CA 92119	Architecture	TBD	ELBE	City of San Diego
Bender Dean Engineering, Inc. 444 Camino Del Rio S Ste 201, San Diego, CA 92108	Mechanical, Electrical, Plumbing	TBD	SLBE	City of San Diego
Berggren Land Surveying and Mapping 6046 Cornerstone Court West, Suite 116 San Diego, CA 92121	Surveying	TBD	SLBE	City of San Diego
Black Mountain Civil Po Box 5000 – PMB 430, Rancho Santa Fe CA, 92067	Engineering	TBD	ELBE	City of San Diego
Blue Lake Civil 5480 Baltimore Dr, Suite 215 La Mesa, CA 91942	Engineering	TBD	ELBE, DBE, WBE	City of San Diego, DGS, Caltrans/CUCP, CPUC
BSE Engineering Inc. 9903 Businesspark Ave, Suite 104 San Diego, CA 92131	Mechanical, Electrical, Plumbing	TBD	SLBE	City of San Diego
Busby Biological Services, Inc. 4629 Cass Street #192 San Diego, California 92109	Environmental	TBD	ELBE	City of San Diego
CityWorks People + Places, Inc. 1526 India Street, Unit C San Diego CA, 92101	Public Outreach	TBD	ELBE, WBE	City of San Diego, DGS
Clark Land Resources, Inc. 9150 Chesapeake Drive, Ste. 190,	Right of Way	TBD	WBE	CPUC / Supplier Clearinghouse,

San Diego, CA 92123				DGS
Dokken Engineering 1450 Frazee Road, Suite 100, San Diego, CA 92108	Engineering	TBD	OBE	N/A
Gateway Pacific Management Inc. 930 Hornblend Street, Suite 1, San Diego, CA 92109	Dry Utility Design	TBD	ELBE	City of San Diego
Helenschmidt Geotechnical, Inc. 5931 Sea Lion Place, Suite 102, Carlsbad, CA 92010	Geotechnical/Materials Testing	TBD	ELBE	City of San Diego
HELIX Environmental Planning, Inc. 7578 El Cajon Boulevard, La Mesa, CA 91942	Environmental	TBD	OBE	N/A
Heritage Architecture & Planning 832 Fifth Ave. San Diego, CA 92101	Architecture	TBD	SLBE	City of San Diego
Hoch Consulting, APC 804 Pier View Way, Suite 100, Oceanside, CA 92054	Cost Estimating	TBD	SLBE	City of San Diego
Kelsey Structural APC 8064 Allison Ave. No. 1706 La Mesa, CA 91942	Structural Engineering	TBD	ELBE	City of San Diego
Libby Engineers, Inc. dba Martin & Libby 4452 Glacier Avenue San Diego, CA 92120	Structural Engineering	TBD	ELBE / DBE / WBE	City of San Diego, CUCP, CPUC
Loveless & Linton, Inc. dba Loveless & Linton Consulting 1421 W Lewis St. San Diego, CA 92103	Environmental	TBD	SLBE, MBE	City of San Diego, Caltrans, SAM, CPUC
Nasland Engineering 8064 Allison Ave. No. 1706 La Mesa, CA 91942	Engineering	TBD	OBE	N/A
Barnett Quality Control Services, Inc. dba NOVA Services, Inc 4373 Viewridge Avenue, Suite B, San Diego, CA 92123	Geotechnical/Materials Testing	TBD	SLBE, DVBE	City of San Diego, DGS
O'Day Consultants, Inc. 2710 Loker Avenue West, Suite 100, Carlsbad, CA 92010	Surveying/Engineering	TBD	SLBE	City of San Diego
Pacific Drilling 5220 Anna Ave., Ste A, San Diego, CA 92110	Test Pits	TBD	SLBE/SBE	City of San Diego, DGS
Proteus Consulting 4087 Alabama Street, San Diego, CA 92104	Water/ Wastewater Facilities	TBD	SLBE/DBE, MBE, WBE	City of San Diego, CPUC, CUCP
Reddy Engineering Services, Inc (‘RE Services’) 3160 Camino del Rio South, Suite 103, San Diego CA 92108	Landscape Architecture	TBD	ELBE	City of San Diego
Ross Engineering Group Inc. 6354 Camino Corto San Diego, CA 92120	Engineering	TBD	ELBE/ MBE	City of San Diego, CALTRANS, CPUC
San Dieguito Engineering, Inc. 1911 Palomar Oaks Way, Suite 200 Carlsbad, CA 92008	Surveying	TBD	SLBE / MBE / WBE / DBE / WOSB	City of San Diego, CPUC, CUCP, SAM
Spurlock Landscape Architects 2122 Hancock Street,	Landscape Architecture	TBD	SLBE, WBE	City of San Diego, DGS

San Diego, CA 92110				
STC Traffic Inc. 5973 Avenida Encinas, Suite 218, Carlsbad, CA 92008	Surveying	TBD	SLBE	City of San Diego
Yen C. Tu Consulting 11074 Roxboro Rd San Diego, CA 92131	Public Outreach	TBD	ELBE / MBE / WBE / DBE	City of San Diego, CUCP

List of Abbreviations:

Small Local Business Enterprise	SLBE
Emerging Local Business Enterprise	ELBE
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
By Task Order					

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

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

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

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

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

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

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

DISCLOSURE DETERMINATION FOR CONSULTANT

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

- 1. Department / Board / Commission / Agency Name: City of San Diego, Engineering & Capital Projects Department
- 2. Name of Specific Consultant & Company: Patti Boekamp, WSP USA
- 3. Address, City, State, ZIP: 401 B Street, Suite 1650, San Diego, CA 92101
- 4. Project Title (as shown on 1472, "Request for Council Action"): As-Needed Civil Engineering Services H2426414-M
- 5. Consultant Duties for Project: Provide Professional Civil Engineering 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:  5/21/24
 Carrie Purcell, Deputy Director [Date]

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

DEFINITION OF "CONSULTANT"

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

- (A) Makes a governmental decision whether to:
 - 1. Approve a rate, rule or regulation;
 - 2. Adopt or enforce a law;
 - 3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
 - 4. Authorize the City to enter into, modify, or renew a contract provided it is the type of contract that requires City approval;
 - 5. Grant City approval to a contract that requires City approval and to which the City is a party, or to the specifications for such a contract;
 - 6. Grant City approval to a plan, design, report, study, or similar item;
 - 7. Adopt, or grant City approval of, policies, standards, or guidelines for the City, or for any subdivision thereof; or

- (B) Serves in a staff capacity with the City and in that capacity participates in making a governmental decision as defined in Regulation 18702.2 or performs the same or substantially all the same duties for the City that would otherwise be performed by an individual holding a position specified in the City's Conflict of Interest Code.

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

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

CITY OF SAN DIEGO CONSULTANT PERFORMANCE EVALUATION

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

Section I PROJECT INFORMATION

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

Section II SPECIFIC RATINGS

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

Section II

SPECIFIC RATINGS Continued

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

Section III

SUPPLEMENTAL INFORMATION

(Please ensure to attach additional documentation as needed.)

(Supporting documentation attached: Yes No)

Section IV

FINAL RATING

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

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

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

A. BID/PROPOSER/SOLICITATION TITLE:

City of San Diego

As-Needed Civil Engineering Services for the Engineering & Capital Projects Department

Contract Number: H2426412-M, H2426413-M & H2426414-M

B. BIDDER PROPOSER INFORMATION

WSP USA Inc.

Legal Name	San Diego		DBA
401 B Street, Suite 1650		CA	92101
Street Address	City	State	Zip
Patti Boekamp, Senior Director, Local Business Leader	(619) 338-9376	(619) 338-8123	
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.

Richard Leja	Senior Project Manager
Name	Title/Position
San Diego County, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
Project Manager, 0%	
Interest in the transaction	

Patti Boekamp	Senior Director, Local Business Leader
Name	Title/Position
La Mesa, (San Diego County), CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
Principal-in-Charge, 0%	
Interest in the transaction	

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

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

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

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

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

Use Attachment "A" if additional pages are necessary.

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: 10/05/1933 State of incorporation: New York

List corporation's current officers:

President: David J. Odeh

Vice Pres.: Lewis P. Cornell (Executive Vice President)

Secretary: Hillary F. Jassey

Treasurer: Andrew C. Esposito

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:

N/A

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: JP Morgan Chase Bank

Point of Contact: Paul Hahn, Client Relationship Manager

Address: 10 South Dearborn Street, 34th Floor, Chicago, IL 60603

Phone Number: (312) 732-2692

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

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?
 Yes No

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

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?
 Yes No

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

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?
 Yes No

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

- 4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?
 Yes No

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

- 5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?
 Yes No

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

- 6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?
 Yes No

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

7. Performance References:

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

Company Name: City of San Diego

Contact Name and Phone Number: Melissa Vega, (619) 533-5483

Contact Email: mvega@sandiego.gov

Address: 1200 Third Avenue, Suite 200, San Diego, CA 92101

Contract Date: February 2022

Contract Amount: \$1M

Requirements of Contract: Mission Center Canyon C Sewer Replacement - WSP is providing environmental permitting and design for the replacement of aging sewer pipelines with trenchless design methods, installation of deep sewer manholes, and rehabilitation of existing sewers along several arterial streets in the area.

Company Name: City of San Diego

Contact Name and Phone Number: Julie Adam, (619) 533-7412

Contact Email: JAdam@sandiego.gov

Address: 1200 Third Avenue, Suite 200, San Diego, CA 92101

Contract Date: June 2022

Contract Amount: \$1M

Requirements of Contract: Gatewood Hills Pump Station - WSP is providing design services for an existing pump station and associated hydro-pneumatic tank with two variable frequency pumps for domestic service. Additional upgrades include a housing structure to accommodate a new generator, transformer, switchgear, and SCADA instrumentation.

Company Name: San Diego Association of Governments (SANDAG)

Contact Name and Phone Number: Madai Parra, (619) 699-1924

Contact Email: Madai.Parra@sandag.org

Address: 401 B Street, Suite 800, San Diego, CA 92101

Contract Date: March 2019

Contract Amount: \$3M

Requirements of Contract: The Border to Bayshore Bikeway project is a 6.5-mile bikeway in San Diego County that connects the San Ysidro border crossing to the Bayshore Bikeway. The firm's scope of services for this project phase includes existing conditions and alternative alignment analyses, environmental clearance, conceptual design and preliminary engineering, final design, agency and stakeholder coordination support, and design services during construction.

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: Please 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.

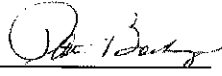
(b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).

(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.

Patti Boekamp, Senior Director, Local Business Leader  February 28, 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.

F(3): City of Bellevue sought costs incurred in replacing retaining walls that moved during construction of adjacent ground improvements. WSP designed the retaining walls as part of the 120th Avenue NE Widening Project, Phase 2. The City filed suit in Superior Court of King County on March 31, 2018. The matter, docket number 18-2-13554-1SEA, was settled and dismissed in December 2019.

F(4):

<u>Case Name</u>	<u>Project Name</u>	<u>Location and Index/Docket No.</u>	<u>Date Filed</u>	<u>Brief Description</u>
Travelers Property Casualty Company of America, et al v. Allied Painting, Inc. et al	New Jersey Turnpike Authority Delaware River Bridge Painting	Philadelphia County PA Court of Common Pleas No. 01563	5/26/2020	The case involves a beam fracture of an existing bridge. Plaintiff sued Allied Painting for breach of contract and negligent misrepresentation. Allied Painting then joined WSP for negligently and carelessly performing its services.
State of Oregon, Oregon Department of Transportation v. WSP USA Inc. (f/k/a Louis Berger, f/k/a Berger ABAM Engineers, Inc.) and Oregon State Bridge Construction, Inc.	Old Youngs Bay Bridge	Circuit Court of State of Oregon Marion County 21 CV40490	10/12/2021	Claim of alleged breach of contract and negligence, in the design of rehabilitation measures for existing bridge piers at the Old Youngs Bay Bridge in Oregon. WSP is vigorously defending.
Johnson Bros. Corp. v. Volusia County, Florida and WSP USA Inc. f/k/a Parsons Brinckerhoff, Inc.	Veterans Memorial Bridge	U.S. District Court for the Middle District of Florida 6:21-cv-200-JA-EJK	2/14/2022	WSP has a contract with Volusia County, Florida (County) as the engineer or record designing the Veterans Memorial Bridge. Johnson Bros. Corp (Contractor) contracted with the County to construct the project pursuant to a bid price far below other bidders. During construction, the County would not agree to Contractor's claims for additional work and extra costs. As a result of Contractor's failure to meet its economic expectations, Contractor sued the County. Since some of the claims relate to design services, the County was obligated to add WSP as a third party defendant. Both the County's and WSP's interests are aligned and share common belief that Contractor's claims are without merit. WSP is vigorously defending its position.
New York State Thruway Authority v. WSP USA Inc. f/k/a Parsons Brinckerhoff, Inc.	I-90 Construction Inspection and Consulting Services	Supreme Court of the State of New York County of Albany 906387-22	8/26/2022	New York State Thruway Authority alleges that WSP, as the construction inspection consultant, was negligent when WSP allegedly permitted certain light piles to be installed that later claimed to be defective. This suit was recently filed against WSP, and WSP will defend against this claim.
City of Portland v. BergerAbam, WSP USA, MJ Hughes Construction	Tryon Creek Fish Passage	Circuit Court of State of Oregon Multnomah County 22 CV43896	12/19/2022	The City alleges that WSP's subconsultant was negligent in its design of fish passage weirs and seeks costs to repair or reconstruct the weirs. WSP has tendered the claim to its subconsultant and is otherwise vigorously defending.
Agate Construction Co., Inc. v. State of New Jersey, Department of Transportation v. WSP USA Inc.	UHPC Overlay Research Project	Superior Court of New Jersey Gloucester County GLO-L-000991-22	3/1/2023	Agate Construction alleges cost recovery from NJDOT for change orders and extra work under theories of breach of contract, quantum meruit and unjust enrichment. NJDOT files a third party complaint against WSP for contractual and common law indemnity and contribution related to design and construction support services related to design of NJDOT bridge structure using ultra high performance concrete.

F(5): On April 1st, 2018, WSP USA and its affiliates, which includes WSP International LLC (f/k/a Parsons Brinckerhoff International, LLC), renewed its workers' compensation insurance with Liberty Mutual. At no time was there a lapse in our workers' compensation

coverage. However, the administrative action of notifying the NYS Workers' Compensation Board of coverage for WSP International LLC was not successfully transmitted. Thus, the state was not kept current on our coverage and WSP International LLC was debarred. Evidence of coverage was provided to the state and the debarment was lifted on February 19, 2019.

On August 29, 2023, WSP USA Inc. received notice that its affiliate WSP International LLC (formerly known as Parsons Brinckerhoff International, Inc.) was debarred by the State of New York Workers Compensation Board for failure to provide evidence of New York State Disability Insurance. WSP quickly worked with the State and its insurance carrier to rectify the situation. The debarment was removed as of September 5, 2023.

G(1): In 2018, WSP USA Inc. failed to renew its professional engineering Certificate of Authorization with the Ohio State Board of Registration for Professional Engineers and Surveyors (the "Board") prior to its expiration. Because the firm had been late in renewing the COA in the past, the Board and WSP entered into a settlement agreement, which included a fine, in lieu of formal hearing or legal proceedings. The settlement agreement was executed, the fine was paid, and WSP's COA was reissued.

In its March 2022 Morrisville, North Carolina branch office professional engineering registration submitted to the Commonwealth of Virginia Board for Architects, Professional Engineers, Land Surveyors, Certified Interior Designs and Landscape Architects ("Virginia Board"), WSP USA Inc. disclosed the disciplinary actions taken by equivalent boards in Ohio and South Carolina. The Virginia Board issued WSP an Agreement for Registration, placing the firm in a one-year probationary period. The agreement did not result in a monetary penalty.

In 2021, the professional engineering and geology license renewal applications of WSP USA Inc. were submitted to the Kentucky State Board of Licensure for Professional Engineers and Land Surveyors (the "KY Board"), and inadvertently renewed each license with a deceased person and old company address. In response, the KY Board and WSP entered into a consent agreement dated April 29, 2022, which includes a fine and public reprimand against WSP. The settlement agreement was executed, the fine was paid, and WSP's COA was reissued. WSP did not renew its geology license at the time of this letter.

I. WAGE COMPLIANCE: On May 6, 2020, the U.S. Department of Labor, Wage and Hour Division issued a finding related to a single employee. No penalties were assessed against WSP USA Inc.

J. STATEMENT OF SUBCONTRACTORS:

All certifications are included in Tab 1 of the document.

Company Name: AirX Utility Surveyors

Contact Name and Phone Number: Gail McMorran, (760) 480-2347

Contact Email: estimating@airxus.com

Address: 785 E Mission Rd Ste 100, San Marcos CA 92069

Contract Date: 02/28/2024

Contract Amount: TBD

Requirements of Contract: TBD

What portion of work will be assigned to this subcontractor: TBD

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

Company Name: Allied Geotechnical Engineers, Inc.

Contact Name and Phone Number: Sani Sutanto, (619) 449-5900
 Contact Email: S_sutanto@alliedgeo.org
 Address: 9500 Cuyamaca Street, Suite 102, Santee, CA 92071
 Contract Date: 02/28/2024
 Contract Amount: TBD
 Requirements of Contract: TBD
 What portion of work will be assigned to this subcontractor: Geotechnical/Materials Testing
 Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Yes or No) Yes - SLBE / DBE / MBE

Company Name: Banning Architects Inc.
 Contact Name and Phone Number: Patrick Banning, (858) 342-3601
 Contact Email: pbanning@banningarc.com
 Address: 6531 Lake Ashmere Ct., San Diego, CA 92119
 Contract Date: 02/28/2024
 Contract Amount: TBD
 Requirements of Contract: TBD
 What portion of work will be assigned to this subcontractor: Architecture
 Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Yes or No) Yes - ELBE

Company Name: Bender Dean Engineering, Inc.
 Contact Name and Phone Number: Mark Bender, (619) 704-1900
 Contact Email: mbender@benderdean.com
 Address: 444 Camino Del Rio S Ste 201, San Diego, CA 92108
 Contract Date: 02/28/2024
 Contract Amount: TBD
 Requirements of Contract: TBD
 What portion of work will be assigned to this subcontractor: TBD
 Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Yes or No) Yes - SLBE

Company Name: Berggren Land Surveying and Mapping
 Contact Name and Phone Number: John Berggren, (858) 824-0034
 Contact Email: j.berggren@prodigy.net
 Address: 6046 Cornerstone Court West, Suite 116 San Diego, CA 92121
 Contract Date: 02/28/2024
 Contract Amount: TBD
 Requirements of Contract: TBD
 What portion of work will be assigned to this subcontractor: Surveying
 Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Yes or No) Yes - SLBE

Company Name: Black Mountain Civil
 Contact Name and Phone Number: Adam Podlich, (858) 349-3704
 Contact Email: adam@blackmountaincivil.com
 Address: PO BOX 5000 – PMB 430, Rancho Santa Fe CA, 92067
 Contract Date: 02/28/2024
 Contract Amount: TBD
 Requirements of Contract: TBD
 What portion of work will be assigned to this subcontractor: Engineering
 Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Yes or No) Yes - ELBE

Company Name: Blue Lake Civil
 Contact Name and Phone Number: Margaret Witt, (857) 253-8684

Contact Email: maggie.witt@bluelakecivil.com
 Address: 5480 Baltimore Drive, Ste 215, La Mesa, CA 91942
 Contract Date: 02/28/2024
 Contract Amount: TBD
 Requirements of Contract: TBD
 What portion of work will be assigned to this subcontractor: Engineering
 Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Yes or No) Yes - ELBE, DBE, WBE

Company Name: BSE Engineering Inc.
 Contact Name and Phone Number: Alan Brown, (858) 800-6030
 Contact Email: ABrown@BSEengineering.com
 Address: 9903 Businesspark Ave, Suite 104, San Diego, CA 92131
 Contract Date: 02/28/2024
 Contract Amount: TBD
 Requirements of Contract: TBD
 What portion of work will be assigned to this subcontractor: Mechanical, Electrical, Plumbing
 Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Yes or No) Yes - SLBE

Company Name: Busby Biological Services, Inc.
 Contact Name and Phone Number: Melissa Busby, (858) 334-9507
 Contact Email: melissa@busbybiological.com
 Address: 4629 Cass Street, Suite 192, San Diego, CA 92109
 Contract Date: 02/28/2024
 Contract Amount: TBD
 Requirements of Contract: TBD
 What portion of work will be assigned to this subcontractor: Environmental
 Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Yes or No) Yes - ELBE

Company Name: CityWorks People + Places, Inc.
 Contact Name and Phone Number: Cathy Smith, (619) 238-9091 ext. 112
 Contact Email: Catherine.Smith@cityworks.biz
 Address: 1526 India Street, Unit C, San Diego CA, 92101
 Contract Date: 02/28/2024
 Contract Amount: TBD
 Requirements of Contract: TBD
 What portion of work will be assigned to this subcontractor: Public Outreach
 Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Yes or No) Yes - ELBE/WBE

Company Name: Clark Land Resources, Inc.
 Contact Name and Phone Number: Vince McCaw, (760) 758-1562
 Contact Email: vince.mccaw@clarklandresources.com
 Address: PO Box 4129, Oceanside, CA 92052
 Contract Date: 02/28/2024
 Contract Amount: TBD
 Requirements of Contract: TBD
 What portion of work will be assigned to this subcontractor: Right of Way
 Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Yes or No) Yes - WBE

Company Name: Dokken Engineering
 Contact Name and Phone Number: Mark Tarrall, (858) 514-8377

Contact Email: mtarrall@dokkenengineering.com
 Address: 1450 Frazee Road, Ste 100, San Diego, CA 92108
 Contract Date: 02/28/2024
 Contract Amount: TBD
 Requirements of Contract: TBD
 What portion of work will be assigned to this subcontractor: Engineering
 Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Yes or **No**) No-OBE

Company Name: Gateway Pacific Management Inc.
 Contact Name and Phone Number: Brett Stephens, (619) 504-3016
 Contact Email: Brett.stephens@gpmcivil.com
 Address: 930 Hornblend Street, Suite 1, San Diego, CA 92109
 Contract Date: 02/28/2024
 Contract Amount: TBD
 Requirements of Contract: TBD
 What portion of work will be assigned to this subcontractor: Dry Utility Design
 Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (**Yes** or No) Yes - ELBE

Company Name: Helenschmidt Geotechnical, Inc.
 Contact Name and Phone Number: Stanley Helenschmidt, (760) 579-0333
 Contact Email: stan.hgi@att.net
 Address: 5931 Sea Lion Place, Suite 102, Carlsbad, CA 92010
 Contract Date: 02/28/2024
 Contract Amount: TBD
 Requirements of Contract: TBD
 What portion of work will be assigned to this subcontractor: Geotechnical/Materials Testing
 Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (**Yes** or No) Yes - ELBE

Company Name: HELIX Environmental Planning, Inc.
 Contact Name and Phone Number: Andrea Bitterling, (619) 462-1515
 Contact Email: AndreaB@helixepi.com
 Address: 7578 El Cajon Boulevard, La Mesa, CA 91942
 Contract Date: 02/28/2024
 Contract Amount: TBD
 Requirements of Contract: TBD
 What portion of work will be assigned to this subcontractor: Environmental
 Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Yes or **No**) No-OBE

Company Name: Heritage Architecture
 Contact Name and Phone Number: David Marshall, (619) 239-7888
 Contact Email: David@heritagearchitecture.com
 Address: 832 Fifth Ave. San Diego, CA 92101
 Contract Date: 02/28/2024
 Contract Amount: TBD
 Requirements of Contract: TBD
 What portion of work will be assigned to this subcontractor: Architecture
 Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (**Yes** or No) Yes - SLBE

Company Name: Hoch Consulting, APC
 Contact Name and Phone Number: Adam Hoch, (858) 431-9767
 Contact Email: ahoch@hochconsulting.com
 Address: 804 Pier View Way, Suite 100, Oceanside, CA 92054

Contract Date: 02/28/2024
 Contract Amount: TBD
 Requirements of Contract: TBD
 What portion of work will be assigned to this subcontractor: Cost Estimating
 Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Yes or No) Yes - SLBE

Company Name: Kelsey Structural APC
 Contact Name and Phone Number: Guy Kelsey, (619) 920-1262
 Contact Email: gkelsey@kelseystructural.com
 Address: 8064 Allison Ave. No. 1706, La Mesa, CA 91942
 Contract Date: 02/28/2024
 Contract Amount: TBD
 Requirements of Contract: TBD
 What portion of work will be assigned to this subcontractor: Structural Engineering
 Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Yes or No) Yes-ELBE

Company Name: Libby Engineers, Inc. dba Martin & Libby
 Contact Name and Phone Number: Jean Libby, (619) 280-9307
 Contact Email: jlibby@libby-lei.com
 Address: 4452 Glacier Avenue, San Diego, CA 92120
 Contract Date: 02/28/2024
 Contract Amount: TBD
 Requirements of Contract: TBD
 What portion of work will be assigned to this subcontractor: Structural Engineering Services
 Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Yes or No) Yes -
 ELBE / DBE / WBE

Company Name: Loveless & Linton, Inc.
 Contact Name and Phone Number: Rebekah Loveless, (619) 922-0718
 Contact Email: Rebekah@loveless-linton.com
 Address: 1421 W Lewis Street, San Diego, CA, 92103
 Contract Date: 02/28/2024
 Contract Amount: TBD
 Requirements of Contract: TBD
 What portion of work will be assigned to this subcontractor: Environmental
 Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Yes or No) Yes-
 SLBE / MBE

Company Name: Nasland Engineering
 Contact Name and Phone Number: Larry Thornburgh, (858) 292-7770
 Contact Email: LarryT@nasland.com
 Address: 4740 Ruffner St, San Diego, CA 92111
 Contract Date: 02/28/2024
 Contract Amount: TBD
 Requirements of Contract: TBD
 What portion of work will be assigned to this subcontractor: Engineering
 Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Yes or No) No-OBE

Company Name: Nova Services Inc.
 Contact Name and Phone Number: Andrew K. Neuhaus, 619-922-6889
 Contact Email: aneuhaus@usa-nova.com
 Address: 4373 Viewridge Avenue Suite B, San Diego, CA 92123

Contract Date: 02/28/2024

Contract Amount: TBD

Requirements of Contract: TBD

What portion of work will be assigned to this subcontractor: Geotechnical/Materials Testing
Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Yes or No) Yes-SLBE, DVBE

Company Name: O'Day Consulting Inc.

Contact Name and Phone Number: Keith Hansen, (760) 931-7700

Contact Email: keithh@odayconsultants.com

Address: 2710 Loker Avenue West, Suite 100, Carlsbad, CA 92010

Contract Date: 02/28/2024

Contract Amount: TBD

Requirements of Contract: TBD

What portion of work will be assigned to this subcontractor: Surveying/Engineering
Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Yes or No) Yes - SLBE

Company Name: Limited Access Unlimited, Inc, dba Pacific Drilling Co

Contact Name and Phone Number: Tod Clark, 619-294-3682

Contact Email: tod@pacdrill.com

Address: 5220 Anna Ave, Suite A, San Diego, CA 92110

Contract Date: 02/28/2024

Contract Amount: TBD

Requirements of Contract: TBD

What portion of work will be assigned to this subcontractor: Test Pits
Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Yes or No) Yes-SLBE

Company Name: Proteus Consulting

Contact Name and Phone Number: Some Bhadra, (858) 353-2805

Contact Email: soma@consult-proteus.com

Address: 4087 Alabama Street, San Diego, CA 92104

Contract Date: 02/28/2024

Contract Amount: TBD

Requirements of Contract: TBD

What portion of work will be assigned to this subcontractor: O&M/Asset Management
Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Yes or No) Yes-SLBE / MBE / WBE / DBE

Company Name: RE Services

Contact Name and Phone Number: David Preciado, 619-887-0833

Contact Email: david@reddyengineering.com

Address: 3160 Camino del Rio South, Suite 103, San Diego CA 92108

Contract Date: 02/28/2024

Contract Amount: TBD

Requirements of Contract: TBD

What portion of work will be assigned to this subcontractor: Landscape Architecture
Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Yes or No) Yes - ELBE

Company Name: Ross Engineering

Contact Name and Phone Number: Ronald L. Ross, 619-200-4893

Contact Email: ron@ross.engineer

Address: 6354 Camino Corto San Diego, CA 92120

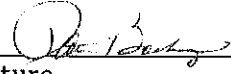
<p>Contract Date: 02/28/2024 Contract Amount: TBD Requirements of Contract: TBD What portion of work will be assigned to this subcontractor: Engineering Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Yes or No) Yes – ELBE/MBE</p> <p>Company Name: San Dieguito Engineering, Inc. Contact Name and Phone Number: Annie Sibug Aguilar, (858) 345-1149, Ext 1160 Contact Email: aaguilar@sdeinc.com Address: 1911 Palomar Oaks Way, Suite 200, Carlsbad, CA 92008 Contract Date: 02/28/2024 Contract Amount: TBD Requirements of Contract: TBD What portion of work will be assigned to this subcontractor: Surveying Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Yes or No) Yes – SLBE / MBE / WBE / DBE</p> <p>Company Name: Spurlock Landscape Architects Contact Name and Phone Number: Leigh Kyle, 619-681-0090 Contact Email: lkyle@spurlock-land.com Address: 2122 Hancock Street, San Diego, CA 92110 Contract Date: 02/28/2024 Contract Amount: TBD Requirements of Contract: TBD What portion of work will be assigned to this subcontractor: Landscape Architecture Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Yes or No) Yes – SLBE/WBE</p> <p>Company Name: STC Traffic Inc. Contact Name and Phone Number: Jason Stack, 760-585-4212 Contact Email: Jason.stack@stctrffic.com Address: 5973 Avenida Encinas, Suite 218, Carlsbad, CA 92008 Contract Date: 02/28/2024 Contract Amount: TBD Requirements of Contract: TBD What portion of work will be assigned to this subcontractor: Surveying Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Yes or No) Yes – SLBE</p> <p>Company Name: Yen C. Tu Consulting Contact Name and Phone Number: Yen Tu, (619) 417-5993 Contact Email: yentu2@gmail.com Address: 11074 Roxboro Rd, San Diego, CA 92131 Contract Date: 02/28/2024 Contract Amount: TBD Requirements of Contract: TBD What portion of work will be assigned to this subcontractor: Community Outreach Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Yes or No) Yes – ELBE / MBE / WBE / DBE</p>
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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

EXHIBIT G

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.

Patti Boekamp, Senior Director, Local Business Leader



February 28, 2024

Print Name, Title

Signature

Date

#55
07/30/24

(O-2024-153)

ORDINANCE NUMBER O- 21850 (NEW SERIES)

DATE OF FINAL PASSAGE AUG 05 2024

AN ORDINANCE OF THE COUNCIL OF THE CITY OF SAN DIEGO AUTHORIZING THE AWARD OF THREE AS-NEEDED CIVIL ENGINEERING AGREEMENTS EACH IN AN AMOUNT NOT TO EXCEED \$25 MILLION WITH HARRIS & ASSOCIATES (H2426412-M), PARSONS TRANSPORTATION GROUP, INC. (H2426413-M), AND WSP USA (H2426414-M) TO PROVIDE ENGINEERING SUPPORT SERVICES FOR OPERATIONS AND CAPITAL IMPROVEMENT PROJECTS AND RELATED ACTIONS

WHEREAS, the City of San Diego Engineering and Capital Projects Department (E&CP) provides oversight and operational support for City infrastructure and Capital Improvement Projects; and

WHEREAS, E&CP seeks to contract with engineering firms to provide the technical, analytical, and design support services for future projects and to maintain current infrastructure; and

WHEREAS, the ability to have as-needed civil engineering services will provide E&CP the technical expertise and industry knowledge in specialized areas of construction and operations for City projects; and

WHEREAS, the City requested proposals for three 7-year as-needed civil engineering services agreements, and Harris & Associates, Parsons Transportation Group, Inc., and WSP USA were determined to be the most qualified proposers; and

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

WHEREAS, the Office of the City Attorney has drafted this Ordinance based on the information provided by affected third parties and verified by City Staff, with the understanding that this information is complete, true, and accurate; NOW, THEREFORE,

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

Section 1. The agreements for civil engineering services with Harris & Associates (H2426412-M), Parsons Transportation Group, Inc. (H2426413-M), and WSP USA (H2426414-M), each for an amount not to exceed \$25 million, to provide as-needed engineering services for a term of seven years (Agreements), which once signed by all parties, will be on file with the City Clerk as indicated below, are approved:

- a. Harris & Associates (H2426412-M) as Document No. 00-21850-1
- b. Parsons Transportation Group, Inc. (H2426413-M) as Document No. 00-21850-2
- c. WSP USA (H2426414-M) as Document No. 00-21850-3

Section 2. The Mayor, or his designee, is authorized to sign and deliver the Agreements.

Section 3. The Chief Financial Officer is authorized to expend an amount not to exceed \$25 million for each agreement, to be paid from the City Facility Improvements Fund 400265, or from the approved Capital Improvement Project's budget, or from the Operations and Maintenance budget, as appropriate depending on the task order issued, over seven years to fund the Agreements, with Harris & Associates (H2426412-M), Parsons Transportation Group, Inc. (H2426413-M), and WSP USA (H2426414-M), contingent upon the adoption of the Annual Appropriation Ordinance for the applicable fiscal year and contingent upon the Chief Financial

Officer furnishing one or more certificates certifying that funds necessary for expenditure are, or will be, on deposit with the City Treasurer.

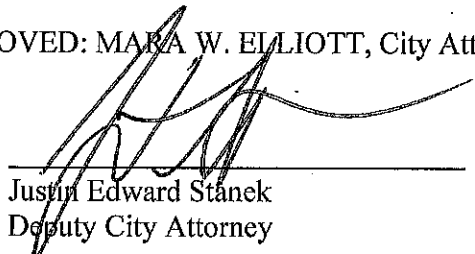
Section 4. The Chief Financial Officer is authorized to expend a minimum aggregate amount of \$1,000 for each of the Agreements to be paid from the City Facility Improvements Fund 400265, for the purpose of executing these three Agreements and to meet the minimum contract requirements.

Section 5. That a full reading of this Ordinance is dispensed with prior to passage, a written copy having been made available to the Council and the public prior to the day of its passage.

Section 6. That this Ordinance shall take effect and be in force on the thirtieth day from and after its final passage.

APPROVED: MARA W. ELLIOTT, City Attorney

By


Justin Edward Stanek
Deputy City Attorney

JES:jdf
06/27/2024
Or.Dept: Engineering and Capital Projects
CC No.: 3000016856, 3000016857, 3000016858
Doc. No. 3705064

I hereby certify that the foregoing Ordinance was passed by the Council of the City of San Diego, at this meeting of JUL 30 2024.

DIANA J.S. FUENTES
City Clerk

By *Cornie Patterson*
Deputy City Clerk

Approved: 8/2/24
(date)

Todd Gloria
TODD GLORIA, Mayor

Vetoed: _____
(date)

TODD GLORIA, Mayor

The City of San Diego
COMPTROLLER'S CERTIFICATE

CERTIFICATE OF UNALLOTTED BALANCE

ORIGINATING CC 3000016856
 DEPT. NO.: 2112

I HEREBY CERTIFY that the money required for the allotment of funds for the purpose set forth in the foregoing resolution is available in the Treasury, or is anticipated to come into the Treasury, and is otherwise unallotted.

Amount: _____

Purpose: _____

Date: _____

By: _____
 COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA

Doc. Item	Funded Program	Fund	Grant Number	G/L Account	Functional Area	Business Area	Fund Center or Cost Center	Internal Order or WBS Element	Original Amount
TOTAL AMOUNT									

FUND OVERRIDE

CERTIFICATION OF UNENCUMBERED BALANCE

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of the City of San Diego; and I do hereby further certify, in conformity with the requirements of the Charter of the City of San Diego, that sufficient moneys have been appropriated for the purpose of said contract, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said money now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to Exceed: \$1,000.00

Vendor: Harris & Associates

Purpose: To authorize the expenditure of funds not to exceed \$1,000.00 to Harris & Associates for the purpose of executing an Agreement for As-Needed Civil Engineering Services and meeting the minimum contract requirements.

Date: July 1, 2024

By: Daniel Moore *Daniel Moore*
 COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA

Doc. Item	Funded Program	Fund	Grant Number	G/L Account	Functional Area	Business Area	Fund Center or Cost Center	Internal Order or WBS Element	Original Amount
1	ABT00001	400265	NOT RELEVANT GRANT	512034	DEMA-00000000-GG	2113	2113110012	A-BT.00001	\$1,000.00
TOTAL AMOUNT									\$1,000.00

FUND OVERRIDE

CC 3000016856

The City of San Diego
COMPTROLLER'S CERTIFICATE

CERTIFICATE OF UNALLOTTED BALANCE

ORIGINATING DEPT. NO. 3000016857
 DEPT. NO. 2112

I HEREBY CERTIFY that the money required for the allotment of funds for the purpose set forth in the foregoing resolution is available in the Treasury, or is anticipated to come into the Treasury, and is otherwise unallotted.

Amount: _____

Purpose: _____

Date: _____ By: _____
 COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA									
Doc. Item	Funded Program	Fund	Grant Number	G/L Account	Functional Area	Business Area	Fund Center or Cost Center	Internal Order or WBS Element	Original Amount
TOTAL AMOUNT									

FUND OVERRIDE

CERTIFICATION OF UNENCUMBERED BALANCE

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of the City of San Diego; and I do hereby further certify, in conformity with the requirements of the Charter of the City of San Diego, that sufficient moneys have been appropriated for the purpose of said contract, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said money now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to Exceed: \$1,000.00

Vendor: Parsons Transportation Group, Inc.

Purpose: To authorize the expenditure of funds not to exceed \$1,000.00 to Parsons Transportation Group, Inc. for the purpose of executing an Agreement for As-Needed Civil Engineering Services and meeting the minimum contract requirements.

Date: July 1, 2024 By: Daniel Moore *Daniel Moore*
 COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA									
Doc. Item	Funded Program	Fund	Grant Number	G/L Account	Functional Area	Business Area	Fund Center or Cost Center	Internal Order or WBS Element	Original Amount
1	ABT00001	400265	NOT RELEVANT GRANT	512034	DEMA-00000000-GG	2113	2113110012	A-BT.00001	\$1,000.00
TOTAL AMOUNT									\$1,000.00

J

The City of San Diego
 COMPTROLLER'S CERTIFICATE

CERTIFICATE OF UNALLOTTED BALANCE

ORIGINATING CC 3000016858
 DEPT. NO.: 2112

I HEREBY CERTIFY that the money required for the allotment of funds for the purpose set forth in the foregoing resolution is available in the Treasury, or is anticipated to come into the Treasury, and is otherwise unallotted.

Amount: _____

Purpose: _____

Date: _____ By: _____
 COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA									
Doc. Item	Funded Program	Fund	Grant Number	G/L Account	Functional Area	Business Area	Fund Center or Cost Center	Internal Order or WBS Element	Original Amount
TOTAL AMOUNT									

FUND OVERRIDE

CERTIFICATION OF UNENCUMBERED BALANCE

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of the City of San Diego; and I do hereby further certify, in conformity with the requirements of the Charter of the City of San Diego, that sufficient moneys have been appropriated for the purpose of said contract, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said money now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to Exceed: \$1,000.00

Vendor: WSP USA

Purpose: To authorize the expenditure of funds not to exceed \$1,000.00 to WSP USA for the purpose of executing an Agreement for As-Needed Civil Engineering Services and meeting the minimum contract requirements.

Date: July 1, 2024 By: Daniel Moore *Daniel Moore*
 COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA									
Doc. Item	Funded Program	Fund	Grant Number	G/L Account	Functional Area	Business Area	Fund Center or Cost Center	Internal Order or WBS Element	Original Amount
1	ABT00001	400265	NOT_RELEVANT_GRANT	512034	DEMA-00000000-GG	2113	2113110012	A-BT.00001	\$1,000.00
TOTAL AMOUNT									\$1,000.00

Passed by the Council of The City of San Diego on JUL 30 2024, by the following vote:

Councilmembers	Yeas	Nays	Not Present	Recused
Joe LaCava	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jennifer Campbell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Stephen Whitburn	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Henry L. Foster III	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Marni von Wilpert	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kent Lee	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Raul A. Campillo	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vivian Moreno	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sean Elo-Rivera	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Date of final passage AUG 05 2024.

AUTHENTICATED BY:

TODD GLORIA

Mayor of The City of San Diego, California.

(Seal)

DIANA J.S. FUENTES

City Clerk of The City of San Diego, California.

By Linda Irwin, Deputy
For Connie Patterson

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

JUL 16 2024, and on AUG 05 2024.

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

(Seal)

DIANA J.S. FUENTES

City Clerk of The City of San Diego, California.

By Linda Irwin, Deputy
For Connie Patterson

Office of the City Clerk, San Diego, California

Ordinance Number O- 21850

Passed by the Council of The City of San Diego on July 30, 2024, by the following vote:

YEAS: LACAVA, CAMPBELL, WHITBURN, FOSTER III, VON WILPERT, LEE, CAMPILLO, & ELO-RIVERA.

NAYS: NONE.

NOT PRESENT: MORENO.

RECUSED: NONE.

VACANT: NONE.

AUTHENTICATED BY:

TODD GLORIA

Mayor of The City of San Diego, California

DIANA J.S. FUENTES

City Clerk of The City of San Diego, California

(Seal)

By: Linda Irvin, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true, and correct copy of ORDINANCE NO. O-21850 (New Series) of The City of San Diego, California.

I FURTHER CERTIFY that said ordinance was not finally passed until twelve calendar days had elapsed between the day of its introduction and the day of its final passage, to wit, on July 16, 2024 and on August 5, 2024.

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

DIANA J.S. FUENTES

City Clerk of The City of San Diego, California

(SEAL)

By: Linda Irvin Deputy