

ORIGINAL

**AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND
HARRIS & ASSOCIATES, INC.**

FOR

**AS-NEEDED CONSTRUCTION MANAGEMENT
SERVICES - FEDERAL - CONTRACT 2**

(FEDERAL VERSION)

CONTRACT NUMBER: H2326237

**THIS IS A UNITED STATES ENVIRONMENTAL PROTECTION AGENCY (USEPA)
FEDERALLY FUNDED PROJECT UTILIZING FUNDS FROM THE WATER
INFRASTRUCTURE FINANCE AND INNOVATION ACT (WIFIA) PROGRAM**

Document No. **RR-315517-2**
Filed **MAY 14 2024**
Office of the City Clerk
San Diego, California

**AGREEMENT FOR CONSTRUCTION MANAGEMENT
PROFESSIONAL SERVICES**

TABLE OF CONTENTS

**ARTICLE I
CONSTRUCTION MANAGEMENT SERVICES**

1.1	Scope of Services.....	1
1.2	Task Administrator	2
1.3	City Modification of Scope of Services.....	2
1.4	Written Authorization.....	2
1.5	Confidentiality of Services.....	2

**ARTICLE II
DURATION OF AGREEMENT**

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

**ARTICLE III
COMPENSATION**

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

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

4.1	Industry Standards	5
4.2	Right to Audit.....	6
4.3	Insurance	6
4.4	Subcontractors	12
4.5	Contract Records Reports.....	13
4.6	Non-Discrimination Requirements.....	13
4.7	Drug-Free Workplace.....	14
4.8	RESERVED.....	15
4.9	Product Endorsement.....	15

4.10	Conflict of Interest	15
4.11	Mandatory Assistance	16
4.12	Compensation for Mandatory Assistance.....	16
4.13	Attorney Fees related to Mandatory Assistance.....	16
4.14	RESERVED.	16
4.15	RESERVED.	16
4.16	RESERVED.	17
4.17	RESERVED.	17
4.18	Storm Water Management Discharge Control	17
4.19	ADA Certification	17
4.20	Prevailing Wage Rates.....	17

**ARTICLE V
FEDERAL REQUIREMENTS**

5.1	.....	20
5.2	.....	20
5.3	.....	21
5.4	.....	21
5.5	.....	21
5.6	.....	21
5.7	.....	21
5.8	.....	21
5.9	.....	22
5.10	.....	22
5.11	.....	22
5.12	.....	23
5.13	.....	23

**ARTICLE VI
INDEMNIFICATION**

6.1	Indemnification.....	23
6.2	Construction Management Professional Services Indemnification and Defense. .	23
6.3	Insurance.....	23
6.4	Enforcement Costs	24

**ARTICLE VII
MEDIATION**

7.1	Mandatory Non-binding Mediation	24
7.2	Mandatory Mediation Costs.....	24
7.3	Selection of Mediator	24
7.4	Conduct of Mediation Sessions.....	24

**ARTICLE VIII
INTELLECTUAL PROPERTY RIGHTS**

8.1 Work for Hire..... 25
 8.2. Rights in Data..... 25
 8.3 Intellectual Property Rights Assignment..... 25
 8.4 Moral Rights..... 25
 8.5 Subcontracting..... 26
 8.6 Publication Design..... 26
 8.7 Intellectual Property Warranty and Indemnification..... 26
 8.8 Enforcement Costs..... 26
 8.9 Software Licensing..... 27

**ARTICLE IX
MISCELLANEOUS**

9.1 Notices..... 27
 9.2 Headings..... 27
 9.3 Non-Assignment..... 27
 9.4 Independent Contractors..... 27
 9.5 Construction Management Professional and Subcontractor Principals for
 Professional Services..... 27
 9.6 Additional Construction Management Professionals or Contractors..... 28
 9.7 Employment of City Staff..... 28
 9.8 Covenants and Conditions..... 28
 9.9 Compliance with Controlling Law..... 28
 9.10 Jurisdiction and Venue..... 28
 9.11 Successors in Interest..... 28
 9.12 Integration..... 29
 9.13 Counterparts..... 29
 9.14 No Waiver..... 29
 9.15 Severability..... 29
 9.16 Municipal Powers..... 29
 9.17 Drafting Ambiguities..... 29
 9.18 Conflicts Between Terms..... 29
 9.19 Construction Management Professional Evaluation..... 29
 9.20 Exhibits Incorporated. All Exhibits referenced in this Agreement are incorporated
 into the Agreement by this reference..... 29
 9.21 Survival of Obligations..... 30
 9.22 Contractor Standards..... 30
 9.23 Equal Benefits Ordinance..... 30
 9.24 Public Records..... 30
 9.25 Equal Pay Ordinance..... 31

CONSTRUCTION MANAGEMENT PROFESSIONAL AS-NEEDED EXHIBITS

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

ATTACHMENTS

1. Certification of Local Agency
2. Certification of Consultant
3. Appendix A to 40 CFR Part 34 – Certification Regarding Lobbying
4. Appendix B to 40 CFR Part 34 – Disclosure of Lobbying Activities

**AS-NEEDED AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND HARRIS & ASSOCIATES
FOR CONSTRUCTION MANAGEMENT SERVICES – FEDERAL – CONTRACT 2**

THIS Agreement is made and entered into between the City of San Diego, a municipal corporation [City], and **HARRIS & ASSOCIATES**. [Construction Management Professional] to provide Professional Services to the City for construction management on an as-needed basis.

RECITALS

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

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

The City and the Construction Management Professional [Parties] want to enter into an Agreement whereby the City will retain the Construction Management Professional to provide, and the Construction Management Professional shall provide, the Professional Services 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
CONSTRUCTION MANAGEMENT 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 the Construction Management Professional as an individual task [Task]. The Construction Management Professional shall perform the Professional Services at the direction of the City and as generally set forth in the Scope of Services [Exhibit A] and as more specifically described in each Task Order Authorization [Task Order] [Exhibit B].

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

Task Order. All wage rates published and all predetermined wage rate increases known at the date of the Proposal Letter shall apply for the duration of said Task Order.

1.1.2 Non-Exclusivity. The Construction Management Professional agrees that this Agreement is non-exclusive and that the City may enter into agreements with other Construction Management Professionals 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 City's 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 Construction Management Professional has been issued a Task Order, that Construction Management Professional 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 Construction Management Professional shall provide the Professional Services under the direction of a designated representative of the Engineering & Capital Projects Department. The City's designated representative will communicate with the Construction Management Professional on all matters related to the administration of this Agreement and the Construction Management Professional's performance of the Professional Services rendered hereunder. When this Agreement refers to communications to or with the City, those communications will be with the designated representative, unless the designated representative or the Agreement specifies otherwise. 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 Construction Management Professional's cost of, or the time required for, the performance of any of the Professional Services, the Construction Management Professional shall immediately notify the City. If the City deems it appropriate, an equitable adjustment to the Construction Management Professional's compensation 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 Construction Management Professional shall obtain from the City a written authorization to proceed. Further, throughout the term of this Agreement, the Construction Management Professional shall immediately advise the City in writing of any anticipated changes to any Task, including any changes to the time for completion or the Compensation and Fee Schedule [Exhibit C], and shall obtain the City's written consent to the change prior to making any changes. In no event shall the City's consent be construed to relieve the Construction Management Professional from its duty to render all Professional Services in accordance with applicable laws and accepted industry standards.

1.5 Confidentiality of Services. All Professional Services performed by the Construction Management Professional, including but not limited to all drafts, data,

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

ARTICLE II DURATION OF AGREEMENT

MS **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 Task Orders for no more than **twenty-four (24)** months and for completing Task Orders for no more than **sixty (60) months** following the date of its execution by the City, unless said duration is modified in writing by an amendment to this Agreement. If required, the duration of this Agreement can be extended up to a maximum of sixty (60) months. Any extension beyond sixty (60) months will require City Council approval via Ordinance.

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

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

2.4 Delay. If delays in the performance of the Professional Services are caused by unforeseen events beyond the control of the Parties, such delay may entitle the Construction Management Professional to a reasonable extension of time, but such delay shall not entitle the Construction Management Professional to damages or additional compensation. Any such extension of time must be approved in writing by the City. The following conditions may constitute an excusable delay without additional compensation: war; changes in law or government regulation; labor disputes; strikes; fires, floods, severe adverse weather that requires the cessation of the Construction Management Professional's work. However, the Construction Management Professional shall not be entitled to an extension of time for a delay caused by the acts or omissions of the Construction Management Professional.

2.5 City's Right to Suspend for Convenience. The City may, at its sole option and for its convenience, suspend all or any portion of the Construction Management Professional's performance of the Professional Services, for a reasonable period of time not to exceed six months. In accordance with the provisions of this Agreement, the City will give written notice

to the Construction Management Professional of such suspension. In the event of such a suspension, in accordance with the provisions of Article III of this Agreement, the City shall pay to the Construction Management Professional a sum equivalent to the reasonable value of the Professional Services the Construction Management Professional has performed up to the date of suspension. Thereafter, the City may rescind such suspension by giving written notice of rescission to the Construction Management Professional. The City may then require the Construction Management Professional to resume performance of the Professional Services in compliance with the terms and conditions of this Agreement; provided, however, that the Construction Management Professional shall be entitled to an extension of time equal to the length of the suspension, unless otherwise agreed to in writing by the Parties.

2.6 City's Right to Terminate for Convenience. The City may, at its sole option and for its convenience, terminate all or any portion of the Professional Services agreed to pursuant to this Agreement by giving written notice of such termination to the Construction Management Professional. Such notice shall be delivered by certified mail with return receipt for delivery to the City. The termination of the Professional Services shall be effective upon receipt of the notice by the Construction Management Professional. After termination of this Agreement, the Construction Management Professional shall complete any and all additional work necessary for the orderly filing of documents and closing of the Construction Management Professional's Professional Services under this Agreement. For services rendered in completing the work, the Construction Management Professional shall be entitled to fair and reasonable compensation for the Professional Services performed by the Construction Management Professional before the effective date of termination. After filing of documents and completion of performance, the Construction Management Professional shall deliver to the City all drawings, plans, calculations, specifications and other documents or records related to the Construction Management Professional's Professional Services on all Task(s). By accepting payment for completion, filing and delivering documents as called for in this paragraph, the Construction Management Professional discharges the City of all of the City's payment obligations and liabilities under this Agreement.

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

ARTICLE III COMPENSATION

3.1 Amount of Compensation. The City shall pay the Construction Management Professional for performance of all Professional Services rendered in accordance with this

Agreement, including all reasonably related expenses, in an amount not to exceed **\$15,000,000**. The City agrees to issue at least one or more Task Orders with a minimum aggregate value of \$1,000.00 to the Construction Management Professional.

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

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

3.4 Eighty Percent Notification. The Construction Management Professional shall promptly notify the City in writing of any potential cost overruns. Cost overruns include, but are not limited to the following: (1) where anticipated costs to be incurred in the next sixty calendar days, when added to all costs previously incurred, will exceed 80 percent of the maximum compensation for this Agreement or 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 CONSTRUCTION MANAGEMENT PROFESSIONAL'S OBLIGATIONS

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

4.2 Right to Audit.

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

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

4.2.2.1 Cost Audit. If there is a claim for additional compensation or for Additional 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 Construction Management Professional and all Subcontractors shall maintain complete and accurate records in accordance with Generally Accepted Accounting Practices in the industry. The Construction Management Professional and Subcontractors shall make available to the City for review and audit; all Task-related accounting records and documents, and any other financial data. Upon the City's request, the Construction Management Professional and Subcontractors shall submit exact duplicates of originals of all requested records to the City.

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

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

4.3 Insurance. The Construction Management Professional shall not begin the Professional Services under this Agreement until it has: (a) obtained, and provided to the City, insurance certificates and endorsements reflecting evidence of all insurance required in Article IV, Section 4.3.1; 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 Construction Management Professional 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. Construction Management Professional liabilities, including but not limited to Construction Management Professional's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage

required herein. If Construction Management Professional maintains broader coverage or higher limits than the minimums shown below, City requires and shall be entitled to the broader coverage or the higher limits maintained by Construction Management Professional. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City. Except as provided for under California law, all policies of insurance required hereunder must provide that the City is entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies. Maintenance of specified insurance coverage is a material element of this Agreement and Construction Management Professional's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of contract by the City.

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

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

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

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

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

4.3.1.4 Architects & Engineers Professional Liability. For all of the Construction Management Professional employees who are subject to this Agreement, the Construction Management Professional shall keep in full force and effect, Professional Liability coverage for professional liability with a limit of \$3,000,000 per claim and \$3,000,000 annual aggregate. The Construction Management Professional shall ensure both that: (1) the policy retroactive date is on or before the date of commencement of the Professional Services 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 Construction Management Professional agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the City's exposure to loss.

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

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

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

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

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

4.3.1.6 Contractors Hazardous Transporters Pollution Liability Insurance. Construction Management Professional shall procure and maintain at Construction Management Professional's expense or require Construction Management Professional's Subcontractor, as described below to procure and maintain Contractors Hazardous Transporters Pollution Liability Insurance, including contractual liability coverage to cover liability arising out of transportation of hazardous or toxic, materials, substances, or any other pollutants by Construction Management Professional or any Subcontractor in an amount no less than \$1,000,000 limit per occurrence and \$2,000,000 aggregate per policy period of one year.

All costs of defense shall be outside the limits of the policy.

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

To obtain City approval of a Subcontractor's insurance coverage in lieu of the Construction Management Professional's insurance, the Construction Management Professional shall certify that all activities under the Contractor's Hazardous Transporters Pollution Liability insurance will be performed exclusively by the Subcontractor providing the insurance. The deductible shall not exceed \$25,000 per claim without prior approval of the City.

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 under this Agreement without advancing the retroactive date.

4.3.1.7 Railroad Protective Liability Insurance. Exclusions relating to performance of operations within the vicinity of any railroad, bridge, trestle, roadbed, tunnel, underpass, or cross shall be deleted from all policies to which they may apply. Alternatively, the Construction Management Professional may provide separate Railroad Protective Liability insurance providing coverage, including endorsements, equivalent to that required for the CGL described herein.

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

4.3.3 Acceptability of Insurers.

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

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

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

4.3.4.1 Commercial General Liability Insurance Endorsements

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

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

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

UNMANNED AIRCRAFT COVERAGE. Construction Management Professional shall procure and maintain or cause its subconsultant to procure and maintain Unmanned Aircraft Liability coverage for unmanned aircraft operations related to this Agreement.

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 Construction Management Professional's insurance and shall not contribute to it.

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

4.3.4.4 Contractors Hazardous Transporters 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 Hazardous Transporters 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 Construction Management Professional's insurance and shall not contribute to it.

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

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

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

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

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

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

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

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

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

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

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

be made a party to any judicial or administrative proceeding to resolve the dispute in violation of this position.

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

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

4.5 Contract Records Reports.

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

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

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

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

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

4.5.3.3 To view the City's online tutorials on how to utilize PRISM® for compliance reporting, please visit: <http://stage.prismcompliance.com/etc/vendortutorials.htm>

Incomplete and/or delinquent reporting may cause payment delays, non-payment of invoice, or both. The Construction Management Professional understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions.

4.6 Non-Discrimination Requirements.

4.6.1 Compliance with the City's Equal Opportunity Contracting Program. The Construction Management Professional shall comply with the City's Equal Opportunity Contracting Program Consultant Requirements [Exhibit D]. The Construction Management Professional shall not discriminate against any employee or applicant for employment on any basis prohibited by law. The Construction Management Professional shall provide equal

opportunity in all employment practices. The Construction Management Professional shall ensure that its Subcontractors comply with the City's Equal Opportunity Contracting Program Construction Management Professional Requirements. Nothing in this Section shall be interpreted to hold the Construction Management Professional liable for any discriminatory practice of its Subcontractors.

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

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

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

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

4.7.2 Drug-Free Awareness Program. The Construction Management Professional shall establish a drug-free awareness program to inform employees about: (1) the dangers of drug abuse in the work place; (2) the policy of maintaining a drug-free work place;

(3) available drug counseling, rehabilitation, and employee assistance programs; (4) the penalties that may be imposed upon employees for drug abuse violations.

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

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

4.8 RESERVED.

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

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

4.10.1 If, in performing the Professional Services set forth in this Agreement, any member of the Construction Management Professional's organization makes, or participates in, a "governmental decision" as described in Title 2, section 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 Construction Management Professional's organization must make disclosures of relevant financial interests is set forth in the Determination Form [Exhibit E].

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

4.10.1.2 If the City requires an individual member of the Construction Management Professional's organization to file a statement of economic interests as a result of the Professional Services performed, the individual shall be considered a "City Official"

subject to the provisions of the City of San Diego Ethics Ordinance, including the prohibition against lobbying the City for one year following the termination of this Agreement.

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

4.10.3 RESERVED

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

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

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

4.12 Compensation for Mandatory Assistance. The City will compensate the Construction Management Professional for fees incurred for providing Mandatory Assistance as Additional 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 Construction Management Professional, its agents, officers, and employees, the Construction Management Professional shall reimburse the City. The City is then entitled to reimbursement of all fees paid to the Construction Management Professional, its agents, officers, and employees for Mandatory Assistance.

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

4.14 RESERVED.

4.15 RESERVED.

4.16 RESERVED.

4.17 RESERVED.

4.18 Storm Water Management Discharge Control. Construction Management Professional shall comply with Chapter 4, Article 3, Division 3 of the San Diego Municipal Code, Storm Water Management Discharge Control and the Municipal Storm Water Permit (MS4) Permit, California Regional Water Quality Control Board Order No. R9-2013-0001 (amended by R9-2015-0001 and R9-2015-0100), Storm Water Standards Manual, as amended from time to time, and any and all Best Management Practice (BMP) guidelines and pollution elimination requirements as may be established by the Enforcement Official.

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

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

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

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

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

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

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

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

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

4.20.5 Working Hours. Construction Management Professional and 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. Construction Management Professional shall include at a minimum a copy of the following provisions in any contract they enter into with a subconsultant: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.

4.20.7 Labor Code Section 1861 Certification. Construction Management Professional in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Agreement, Construction

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

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

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

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

4.20.9.2 By submitting a bid or proposal to the City, Construction Management Professional is certifying that he or she has verified that all subcontractors used on this public work project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Construction Management Professional shall provide proof of registration 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 Construction Management Professional or its subcontractor(s) engaging in the performance of any public work contract without having been registered in violation of Labor Code sections 1725.5 or 1771.1, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered Construction Management Professional or unregistered subcontractor(s) on ALL public works until the unregistered Construction Management Professional or unregistered subcontractor(s) is registered. Failure to observe a stop order is a misdemeanor.

4.20.11 List of all Subcontractors. The Construction Management Professional shall provide a complete list of subcontractors (regardless of tier) utilized on this Agreement, along with their DIR registration numbers, if applicable, prior to any work being performed on this Agreement, and Construction Management Professional shall provide a complete list of subcontractors, regardless of tier, with each invoice. Additionally, Construction

Management Professional shall provide the City with a complete list of all subcontractors utilized on this Agreement, regardless of tier, within ten working days of the completion of the Agreement, along with their DIR registration numbers, if applicable. The City shall withhold final payment to Construction Management Professional until at least thirty (30) days after this information is provided to the City.

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

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

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

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

ARTICLE V FEDERAL REQUIREMENTS

5.1 This Agreement is funded by the United States Environmental Protection Agency [USEPA]. All work performed under this Agreement will be subject to the review and approval of the USEPA. Further, this Agreement is for professional services related to projects that may be subject to the Build America, Buy America Act [BABAA] requirements under Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 177-58. Although professional services are generally not subject to BABAA, the Construction Management Professional understands that they are responsible for ensuring that, absent a waiver by the USEPA, Construction Management Professional shall not approve for use in any project, any iron, steel, manufactured products, or construction materials unless such materials have been produced in the United States. Construction Management Professional shall obtain all necessary compliance certificates for work that is within Construction Management Professional's Scope of Services. Failure to do so shall be a default under this Agreement. Guidance on complying with BABAA is outlined by the Office of Management and Budget's Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure, April 18, 2022.

5.2 The Construction Management Professional and its Subcontractors shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred, and shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under this Agreement, for inspection by the City, the USEPA, the State Auditor, the Comptroller General of the United States, or their duly authorized representatives.

5.3 The cost principles and procedures for use in the determination of allowable elements of cost will be governed by the Federal Acquisition Regulations in 48 CFR, Chapter 1, Part 31. Said regulations are also applicable to subcontracts in excess of \$25,000.00.

5.4 The Construction Management Professional warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the Construction Management Professional, to solicit or secure this Agreement, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability, or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

5.5 The Construction Management Professional shall comply with all federal, state, and local laws and ordinances applicable to the work. This includes compliance with prevailing wage rates and their payment in accordance with California Labor Code, including but not limited to Sections 1720 and 1771 (see Exhibit H).

5.6 Neither this Agreement or any part thereof shall be subcontracted, assigned, or transferred by the Construction Management Professional except as otherwise provided for in the Agreement.

5.7 The Construction Management Professional shall comply with California Government Code section 7550 as follows:

Any document or written report prepared for or under the direction of a state or local agency, that is prepared in whole or in part by nonemployees of the agency, shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of such document or written report; provided, however, that the total cost for work performed by nonemployees of the agency exceeds FIVE THOUSAND DOLLARS (\$5,000). The contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report.

When multiple documents or written reports are the subject or product of the contract, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

5.8 All procurement transactions will be conducted in a manner providing full and open competition consistent with the standards of 49 CFR Part 18. Some of the situations considered to be restrictive of competition include, but are not limited to:

- (i) Placing unreasonable requirements on firms in order for them to qualify to do business,
- (ii) Requiring unnecessary experience and excessive bonding,

- (iii) Noncompetitive pricing practices between firms or between affiliated companies,
- (iv) Noncompetitive awards to consultants that are on retainer contracts,
- (v) Organizational conflicts of interest,
- (vi) Specifying only a brand name product instead of allowing an equal product to be offered and describing the performance of other relevant requirements of the procurement, and
- (vii) Any arbitrary action in the procurement process.

5.9 The City will perform a cost analysis of its Agreement with the Construction Management Professional when adequate price competition is lacking, and for sole source procurements, including contract modifications or change orders, unless price reasonableness can be established on the basis of a catalog or market price of a commercial product sold in substantial quantities to the general public or based on prices set by law or regulation. A price analysis will be used in all other instances to determine the reasonableness of the proposed contract price.

5.10 The City and the Construction Management Professional must on request make available for awarding agency pre-award review procurement documents, such as requests for proposals or invitations for bids, independent cost estimates, or other pertinent documents when:

- (i) The City's or the Construction Management Professional's procurement procedures or operation fails to comply with the procurement standards in 49 CFR Section 18.36; or
- (ii) The procurement is expected to exceed the simplified acquisition threshold [currently fixed at \$100,000 by 41 U.S.C. 403(11)] and is to be awarded without competition or only one bid or offer is received in response to a solicitation; or
- (iii) The procurement, which is expected to exceed the simplified acquisition threshold, specifies a brand name product; or
- (iv) The proposed award is more than the simplified acquisition threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
- (v) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the simplified acquisition threshold.

5.11 The City will use procurement procedures which reflect applicable state and local laws and regulations, provided that the procurements conform to applicable federal law and standards identified in 49 CFR Section 18.36.

5.12 Contract modifications are required for any modification in the terms of the original contract that change the cost of the contract; significantly change the character, scope, complexity, or duration of the work; or significantly change the conditions under which the work is required to be performed. A contract modification shall clearly outline the changes made and determine a method of compensation.

5.13 The Construction Management Professional agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

ARTICLE VI INDEMNIFICATION

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

6.2 Construction Management Professional Services Indemnification and Defense.

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

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

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

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

ARTICLE VII MEDIATION

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

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

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

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

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

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

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

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

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

ARTICLE VIII INTELLECTUAL PROPERTY RIGHTS

8.1 Work for Hire. All original designs, plans, specifications, reports, documentation, and other informational materials, whether written or readable by machine, originated or prepared exclusively for the City pursuant to this Agreement [Deliverable Materials] is “work for hire” under the United States Copyright Act of 1976, as amended, and shall become the sole property of the City and shall be delivered to the City upon request. The Construction Management Professional, including its employees, and independent Subcontractor(s), shall not assert any common law or statutory patent, copyright, trademark, or any other intellectual proprietary right to the City to the Deliverable Materials.

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

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

8.4 Moral Rights. Construction Management Professional, its employees, agents, talent, and independent Subcontractor(s) hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Deliverable Materials which Construction Management Professional, its employees, agents, talent, and independent Subcontractor(s), may now have or which may accrue to Construction Management Professional, its employees, agents, talent, and independent Subcontractor(s)’ benefit under U.S. or foreign copyright laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. The term “Moral Rights” shall mean any and all rights of

paternity or integrity in or to the Deliverable Materials and the right to object to any modification, translation or use of said content, and any similar rights existing under judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

8.5 Subcontracting. In the event that Construction Management Professional utilizes a Subcontractor(s) to prepare or originate, in whole or in part, Deliverable Materials under this Agreement, the agreement between Construction Management Professional and the Subcontractor [Subcontractor Agreement] shall include a statement that identifies that the Deliverable Materials/work product as a “work-for hire” as defined under the United States Copyright 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 Deliverable Materials/work product, 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. Construction Management Professional may not publish or reproduce any Deliverable Materials, for purposes unrelated to Construction Management Professional’s work on behalf of the City without prior written consent of the City.

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

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

8.9 Software Licensing. Construction Management Professional represents and warrants that the software, if any, as delivered to the City, does not contain any program code, virus, worm, trap door, back door, time or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of licensor-

selected conditions or manually on command. Construction Management Professional further represents and warrants that all third party software delivered to the City or used by Construction Management Professional in the performance of this Agreement is fully licensed by the appropriate licensor.

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 this Agreement, unless otherwise agreed in writing:

Notice to the City shall be addressed to:

Engineering & Capital Projects Department
Jesus Espinoza
9573 Chesapeake Drive, San Diego, CA 92123 (MS-18)
Email: JEspinozaEsc@sandiego.gov

Notice to the Construction Management Professional shall be addressed to:

Harris & Associates, Inc.
Mark Nassar
600 B Street, Suite 2000, San Diego, CA92101
Phone number: (619) 200-6442
Email: Mark.Nassar@WeAreHarris.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 Construction Management Professional shall not assign the obligations under this Agreement, whether by express assignment or by sale of the company, nor any monies due or to become due, without the City's prior written approval. Any assignment in violation of this paragraph shall constitute a Default and is grounds for immediate termination of this Agreement, at the sole discretion of the City. In no event shall any putative assignment create a contractual relationship between the City and any putative assignee.

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

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

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

9.6 Additional Construction Management Professionals or Contractors. The City reserves the right to employ, at its own expense, such additional Construction Management Professionals or contractors as the City deems necessary to perform work or to provide the Professional Services 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 Construction Management Professional employs an individual who, within the last twelve months immediately preceding such employment did, in the individual's capacity as an officer or employee of the City, participate in, negotiate with, or otherwise have an influence on the recommendation made to the City Council or Mayor in connection with the selection of the Construction Management Professional.

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

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

9.10 Jurisdiction and Venue. 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. The venue for any suit concerning this Agreement, the interpretation or application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.

9.11 Successors in Interest. This Agreement and all rights and obligations created by this Agreement shall be in force and effect whether or not any Parties to the Agreement

have been succeeded by another entity, and all rights and obligations created by this Agreement shall be vested and binding on any Party's successor in interest.

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

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

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

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

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

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

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

9.19 Construction Management Professional Evaluation. City will evaluate Construction Management Professional's performance of Professional Services on any Task 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, Construction Management Professional shall comply with the Equal Benefits Ordinance (EBO) codified in the San Diego Municipal Code (§22.4304(f)). Failure to maintain equal benefits is a material breach of this Agreement. By signing this Agreement, Construction Management Professional certifies that Construction Management Professional is aware of, and will comply with, this City-mandated clause throughout the duration of the Agreement.

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

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

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

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

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

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

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

The remainder of this page has been intentionally left blank.

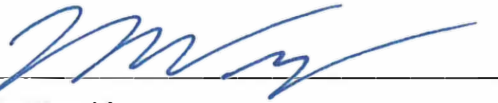
IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor, pursuant to Resolution Number R-315517, authorizing such execution, and by the Construction Management Professional pursuant to **Harris & Associates', Inc.** signature authority document.

I HEREBY CERTIFY I can legally bind **Harris & Associates, Inc.** and that I have read all of this Agreement, this 15 day of April, 2024.

By 
Principal Name: Ehab Gerges
Principal Title: Executive Vice President

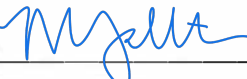
Dated this 24th day of September, 2024.

THE CITY OF SAN DIEGO
Mayor or Designee

By 
Matthew Vespi
Chief Financial Officer

I HEREBY APPROVE the form of the foregoing Agreement this 27th day of September, 2024.

MARA W. ELLIOTT, City Attorney

By 
Michael Johnston
Deputy City Attorney

CONSTRUCTION MANAGEMENT
PROFESSIONAL AS-NEEDED EXHIBITS

SCOPE OF SERVICES

The City of San Diego's (City) Engineering & Capital Projects Department (E&CP) Construction Branch (CB) including Construction Engineering Support (CES) Division and Construction Management & Field Engineering Division (CMFE) is responsible for providing construction management of CIP projects and support services such as construction contract administration; inspection; landscape architect services; arborist evaluations; traffic control, disability access, and storm water compliance reviews; material testing; and land surveying services for public improvements and private land development which benefit the community, improve safety and comply with engineering standards.

The primary responsibilities of the Construction Management Professional (CMP) will be to provide construction management, staff augmentation, and support services, on an as-needed basis for the divisions within CB for various types of Capital Improvement Program (CIP) projects including, but not limited to, water and wastewater facilities, pipelines, dams and reservoirs, structures, buildings, bridges, roadway paving, process facilities, and site work. As workloads fluctuate in construction of new facilities and modifications to existing facilities, staffing requirements also change. The CMP shall provide construction management and other support services for these projects on an as-needed basis to supplement CB. Work consisting of the following scope of services will be assigned via Task Orders as determined by CB on a project-specific basis.

This RFP is subject to the WIFIA Borrower Guide to Federal Requirements set by EPA for federal requirements under the National Environmental Policy Act of 1969 (NEPA), the Build America, Buy America Act (BABAA) and other environmental, economic, and civil rights authorities. Refer to Exhibit I of this Agreement for additional information.

1.0 ADMINISTRATION

Provide general construction management and administration to facilitate completion of projects.

- 1.1 The CMP shall become familiar with CB processes and procedures and its objectives and provide services and assistance as directed by CB. The CMP shall work under the direction of CB to develop and maintain open lines of communication and cooperation between CB and CMP staff as well as with other

consultants and contractors working on the project. The CMP may be assigned the full responsibility of a project or limited responsibility supplementing CB in specific areas of expertise. CB will review the CMP's qualifications and all proposed CMP assignments will be subject to CB's approval.

- 1.2** The CMP shall maintain on-going interaction with appropriate agencies and City staff to ensure compliance with applicable laws and regulations and successful completion of each project.
- 1.3** The CMP shall review and become familiar with all applicable pre-design, design, and procurement documents developed for each project.
- 1.4** The CMP shall provide well-qualified staff having a broad range of experience levels including, but not limited to, supervisor-level and assistant-level staff with an emphasis on inspectors and engineers having assistant-level qualifications to provide the bulk of the day-to-day services.
- 1.5** The CMP's team shall consist of complimentary local resources consisting of both prime and subconsultant individuals and shall have the capacity to perform all aspects of construction management and administration for each project, especially during CB workload peaks.

2.0 MANAGEMENT

- 2.1** The CMP shall assign a contract administrator in charge of overall coordination of all assigned Task Orders to maintain adequate staffing, quality control, and project schedule. The CMP's contract administrator shall be subject to approval by CB and shall have experience managing as-needed contracts on behalf of public agencies. The CMP shall possess the professional knowledge, skill, and expertise in all aspects of project management to facilitate the completion of a broad variety of the types of construction projects that CB administers.
- 2.2** The CMP shall provide a Monthly Task Order Report and Schedule covering a summary of the status, schedule, and expenditures associated with each of the tasks described in this Scope of Services; including highlights of any unusual contractual, construction, or management issues that arise during the reporting period and the indicating the expiration date of the contract.

- 2.3 The CMP shall meet monthly with the City's designated Contract Manager to review the Monthly Task Order Report and Schedule.
- 2.4 The CMP shall submit a Quarterly Sub-Consultant Activity Report summarizing sub-consultant usage by task to the City's Contract Manager.

3.0 CONSTRUCTABILITY REVIEW

On occasion, the CMP may be required to perform Constructability Reviews.

- 3.1 The CMP shall assign staff which possesses the professional knowledge, skill, and expertise in all assigned projects and specific type of construction to review design submittals.
- 3.2 The CMP shall review design documents for clarity, reasonableness, conflicts, consistency, and completeness with respect to bidding and construction purposes and compliance with City standards and specifications. CMP shall provide biddability and constructability comments listed by specification section or drawing sheet. The CMP shall identify potential construction conflicts with City standards and specifications. The CMP will identify potential areas within the contract documents that may require clarification prior to bid, recognizing that there are potential benefits to the City of San Diego to resolve cost or schedule issues prior to the acceptance of bids. The CMP shall identify discrepancies within the contract and design documents and bring them to the attention of the City; provided, however, that the City and the City's designer shall have the discretion to make design and contract decisions on any project. The CMP will not be responsible for design errors or omissions that the CMP fails to identify or correct in its review of any plans and specifications.
- 3.3 Based upon the CMP's Constructability Reviews and the CMP staffs' construction expertise, the CMP shall make recommendations and provide comments relative to the project constructability and the contract and design documents.
- 3.4 The CMP shall review and verify that all bid items comply with all applicable plans, standards, specifications, and standard construction practices.
- 3.5 The CMP shall review design documents and designer response to construction review comments after City designer review.

4.0 CONSTRUCTION CONTRACT ADMINISTRATION

- 4.1 The CMP shall have the responsibility for the daily construction management in conjunction with CB. The CMP shall provide and coordinate construction management services for all tasks assigned.
- 4.2 The CMP shall provide effective written and oral communication to the contractor and other stakeholders in the administration of the contract. The CMP shall develop and update a project directory of key personnel working on the project.
- 4.3 The CMP shall administer construction contracts and provide CB technical construction management support.
- 4.4 The CMP shall manage the contractor's Quality Assurance/Quality Control (QA/QC) for assigned projects.
- 4.5 The CMP shall provide for timely, thorough, clear, effective, and responsible communications in response to Requests for Information (RFI), Requests for Change Order (RCO), Requests for Proposal (RFP), submittals, etc.
- 4.6 The CMP shall receive, log, and track RFIs, RCOs, and RFPs. The CMP will provide a clear and concise technical review of any RFI to determine if the issue is addressed adequately. The CMP will identify and recommend where the RFI can be addressed by or in the contract documents. If in the CMP reasonably believes that the RFI cannot be adequately addressed by the contract documents, the CMP shall provided the designer the RFI for the designer to provide a response. The CMP shall track the designer's response to the RFI for timeliness.
- 4.7 The CMP shall prepare and/or review any RFP for all aspects of construction projects including but not limited to structural, mechanical, electrical, instrumentation, civil, etc.
- 4.8 The CMP shall:
- 4.8.1 Evaluate requests for material and equipment substitutions and changes based on compliance with contract specifications and consider the impacts to cost and schedule.

4.8.2 Provide opinions of total project costs that demonstrate compliance with the Build America, Buy America Act (BABAA).

4.8.3 Determine and certify that to the best of the CMP's knowledge and belief, all iron and steel products, manufactured products, and construction materials referenced in any technical analysis/report; the plans, specifications, and bidding documents; any bid addenda; and change orders comply with all federal requirements, including BABAA.

4.8.4 Review substitutes and "or equals" for conformity with contract conditions, applicable regulations, and BABAA requirements.

4.8.5 Obtain and review manufacturers' and contractors' certifications of compliance with BABAA requirements and maintain copies of certifications in project files.

4.8.6 Assist the City, if needed, in due diligence related to any BABAA waiver request.

4.9 The CMP shall monitor the contractor's resource loading and advise on corrective actions needed to maintain schedule.

4.10 The CMP shall conduct weekly job site progress meetings involving the project team and maintain action item minutes of said meetings. The CMP shall maintain and distribute meeting minutes to the City and the contractor.

4.11 The CMP shall attend contractor partnering session(s) as appropriate or upon the City's request.

5.0 CONTROLS AND SCHEDULING

5.1 The CMP shall review and comment on the contractor's baseline and project schedule critical path, and logic review.

5.2 The CMP shall site plan with diagrammatic indications showing relationships of the Task components, including traffic circulation and landscaping.

5.3 The CMP shall monitor project construction costs, budgets, schedule and maintain current workflow projections.

5.4 The CMP shall prepare and distribute daily, weekly, and monthly construction reports per CB standards including:

- Daily Inspection Reports;
- Weekly Job Site Meetings; and
- Monthly Reports.

5.5 The CMP shall review and approve monthly contractor invoices, verify compliance to all terms and conditions of the contract and make payment recommendations. The CMP shall also verify that the contractor's request for payment does not represent more than the amount for monthly work performed.

5.6 The CMP shall review, analyze, and make recommendations on contractor time extensions and cost increases.

5.7 The CMP shall coordinate work to be performed by contractors and subcontractors. The CMP will not be responsible for contractor or agency workforce means and methods.

5.8 The CMP shall receive and review project notices and submit them to CB.

5.9 The CMP shall provide contractor performance evaluations during construction.

6.0 **COST ESTIMATING**

6.1 The CMP shall, within established CB formats and guidelines, maintain a cost estimating system that includes:

- Evaluating contractor cost reduction proposals.
- Providing cost estimates for change orders.
- Reviewing Value Engineering (VE) cost reduction incentives.
- Providing cost estimates for claims evaluation.

7.0 **DOCUMENT CONTROL**

7.1 The CMP shall utilize the latest departments filing system and comply with all applicable City Standards for document control.

- 7.1.1 The CMP will be responsible for central receipts, control, storage, distribution, indexing and tracking of all documents:
- Submittals,
 - Requests for information, and
 - Correspondence.
- 7.1.2 The CMP shall maintain a current set of as-built drawings and specifications.
- 7.1.3 Provide electronic software for tracking all documents.
- 7.1.4 Use Contract Manager (web based) system for tracking and recording project documents.
- 7.1.5 City may, at its option, provide hardware and software for tracking, maintaining, storing, and entering documentation.
- 7.1.6 The CMP shall maintain all field documents, store original documentation, and furnish all documentation to the CB at project completion.

8.0 CHANGE ORDER AND CLAIMS MANAGEMENT

- 8.1 The CMP shall implement a comprehensive claims management program to evaluate change order requests and make fair and reasonable recommendations.
- 8.2 When agreement between the City and the contractor cannot be reached the CMP shall support CB's position, assist in formulating a claims defense, and participate in resolution including:
- 8.3 Coordinate, assemble, and review supporting documentation for change order processing and make final recommendations to CB.
- 8.4 Review the merits of the contractor's alleged cost increases and/or time impacts.
- 8.5 Thoroughly analyze the contractor's proposal and develop a negotiating position. Initiate negotiations when necessitated by variations between contractor price for change orders and the CMP's fair cost estimate.

- 8.6 Expedite approval by the City of any negotiated change orders.
- 8.7 The CMP shall create, provide, and maintain proper documentation throughout the project in defending against contractor or construction claims.

9.0 SAFETY AND SECURITY MONITORING

- 9.1 Although the contractor is primarily responsible for safety on all projects, the CMP shall monitor and enforce safety and promote a safe overall environment for all workers and visitors to the project site. Safety shall comply with all applicable laws and federal, state and locally accepted safety regulations and measures.
- 9.2 The CMP shall monitor and enforce project safety including OSHA, state, and local safety regulations.
- 9.3 The CMP shall check job site security and measures taken to protect the public from hazards.
- 9.4 The CMP shall review the contractor's emergency response plans and make any necessary or appropriate recommendations for compliance with applicable laws, regulations, and standards.

10.0 INSPECTING

- 10.1 The City will review and approve the staffing level proposed by the CMP for inspection services and for monitoring the construction site on assigned projects. The CMP resident engineering staff shall verify construction compliance and QA/QC with applicable permits, codes, construction documents and any environmental mitigation. CMP shall maintain, review, and verify the contractor's redline as-builts on a monthly basis.

10.2 GENERAL INSPECTION

The CMP shall:

- 10.2.1 Provide documentation of construction activities, duration of activities, manpower and equipment allocation.
- 10.2.2 Provide daily construction activity reports, manpower, loading on-site equipment, and work conditions.

- 10.2.3 Provide non-conformance reports.
- 10.2.4 Provide weekly photographic/digital records of the project during construction.
- 10.2.5 Provide aerial photos to show progress through the use of remotely controlled drones adhering to the requirements under Federal Aviation Administration Regulations Part 107. No other flying, or other flying aerial activity will be performed during the scope of this contract. Aerial photos shall be taken quarterly unless otherwise noted.

10.3 CIVIL INSPECTIONS

The CMP shall provide qualified inspectors for civil improvements to inspect, monitor and report on the construction of civil improvements, including but not limited to:

- 10.3.1 Grading, streets, park and recreation facilities, landscaping, and finish site work.
- 10.3.2 Open trench and trenchless pipeline construction and pipeline rehabilitation for water, sewer, and storm drain.
- 10.3.3 Subsurface inspection, monitoring, investigations, and recommendations.
- 10.3.4 Other improvements as provided by Task Order.

10.4 STRUCTURAL INSPECTIONS

The CMP shall provide qualified structural inspectors to inspect, monitor, recommend, and report on the construction of various types of temporary and permanent structures and structural elements, including but not limited to:

- 10.4.1 Reinforced concrete structure and connections (above and below grade).
- 10.4.2 Structural steel and connections.
- 10.4.3 Reinforced masonry and connections.
- 10.4.4 Pre-stressed concrete tanks.

- 10.4.5 Special Inspections, International Conference for Building Officials (ICBO) certification
- 10.4.6 Other buildings, improvements, or structures as provided by Task Order.

10.5 MECHANICAL INSPECTIONS

The CMP shall provide qualified mechanical inspectors to:

- 10.5.1 Inspect, monitor, and report on the installation of mechanical equipment and cathodic protection equipment.
- 10.5.2 Witness factory performance testing as required.
- 10.5.3 Witness field tests and startup procedures.
- 10.5.4 Perform other mechanical inspection services as provided by Task Order.

10.6 ELECTRICAL INSPECTIONS

The CMP shall provide qualified electrical inspectors to:

- 10.6.1 Inspect, monitor, and report on the installation of electrical equipment and systems.
- 10.6.2 Witness factory performance testing of control panels and hardware.
- 10.6.3 Witness field tests and startup procedures for electrical equipment.
- 10.6.4 Perform other electrical inspection services as provided by Task Order.

10.7 INSTRUMENTATION INSPECTIONS

The CMP shall provide qualified instrumentation inspectors to:

- 10.7.1 Inspect, monitor, and report on the instrumentation of equipment and systems.
- 10.7.2 Witness factory performance testing of instrumentation systems.
- 10.7.3 Witness field tests and Operational Readiness Tests (ORT).

- 10.7.4 Participate in startup meetings, planning and procedures.
- 10.7.5 Perform or witness instrumentation loop checks and maintain as-built drawings for all loop drawings and Process and Instrumentation Diagrams (P&ID) Drawings.
- 10.7.6 Verify loop diagrams against field installation.
- 10.7.7 Perform other instrumentation inspection services as provided by Task Order.

10.8 STORM WATER POLLUTION PREVENTION PLAN INSPECTION (SWPPP)

The CMP shall monitor the contractor's activities regarding pollution prevention controls and activities for general compliance with the contractor's SWPPP Best Management Practice (BMP). The contractor is responsible for means and methods for complying with BMPs; provided, however, that the CMP shall notify the contractor if the pollution prevention controls are not in accordance with the SWPPP.

10.9 SPECIALTIES INSPECTIONS

The CMP shall provide qualified inspectors to perform inspections, monitor, and report when special equipment or materials are involved and as required by construction inspection procedures. These specialized areas may include, but are not limited to:

- Hazardous material,
- Geotechnical,
- Welding/X-Raying,
- Fiber Reinforced Plastic (FRP) construction,
- Tunneling,
- Permit compliance enforcement (dewatering, SWPPP, hazardous materials, etc.),
- Roof inspections,

- ADA inspections for building upgrades, pedestrian ramps, and various other project types,
- Trenchless technology and pipeline rehabilitation and product sampling/testing,
- Welding inspection,
Structural masonry,
- Anchor bolts, and
- Structural concrete and rebar.

10.10 SOIL AND MATERIALS TESTING AND FIELD SAMPLING

The CMP shall provide qualified and approved testing laboratories and staff to perform all necessary soils and materials testing required to verify the quality and proper placement of the constructed product including:

- 10.10.1 Conduct field and laboratory soils sampling, testing and analyses.
- 10.10.2 Provide materials testing and sampling in the field, plants and in the laboratory, as required, including but not limited to concrete, rebar, welds, pipe, asphalt concrete, cement treated base, pipeline rehabilitation products, etc.
- 10.10.3 Perform other such testing and sampling services as provided by Task Order.

11.0 ENVIRONMENTAL COORDINATION

11.1 REVIEW AND ENFORCE REQUIREMENTS

The CMP shall review, monitor, inspect, and enforce requirements stipulated in permits issued by regulatory agencies and the environmental documents as shown or referenced in the contract documents.

11.2 ENFORCE MITIGATION AND MONITORING REQUIREMENTS

The CMP shall enforce environmental mitigation and monitoring requirements identified in the contract documents. The City will provide biologist, archaeologist, and paleontological services to assist CMP unless identified in the

specific task assignment to be provided by CMP. Additional support with archeological, paleontological, and Native American monitoring services shall be provided as requested by the CB.

12.0 OWNERS AND MAINTENANCE (O&M) MANUALS

12.1 RECEIVE AND COORDINATE REVIEW

The CMP shall receive final O&M equipment manuals from manufacturers and coordinate their review. Final O&M manuals shall be delivered to CB.

12.2 PARTS INVENTORY AND MAINTENANCE SYSTEM

The CMP shall implement a spare parts inventory and maintenance system, in conformance with the City's Public Works Department (PWD) standards, including a final transfer of the O&M manual to the City.

12.3 EQUIPMENT AND SYSTEM TESTING, AND START-UP

12.3.1 Coordinate System Start-Up

The CMP shall coordinate equipment start-up with CMFE staff, project management, designers, contractors, and the manufacturer's field service representatives. System testing shall be coordinated with CMFE, contractors, and the manufacturer's field service representatives.

12.3.2 Coordinate and Monitor Start-Up Operations Plan

The CMP shall coordinate and monitor the project start-up operations plan and schedule. The start-up plan and schedule shall be coordinated with CMFE, project management, designers, vendors, and contractors and shall define specific start-up milestones. The CMP shall assist in resolving any problems which occur during the start-up period.

13.0 CONSTRUCTION CLOSEOUT

The CMP shall manage the turnover of the assigned project to the appropriate City operating unit including contract closeout, management of warranty period activities and warranty repairs and demobilizing the CMP staff in accordance with agreed upon plan.

13.1 CONSTRUCTION CONTRACT CLOSEOUT

The CMP shall oversee the contract closeout process and assist in resolving O&M service disputes. The closeout shall entail sign-offs by responsible parties and CMP shall:

- 13.1.1 Coordinate and conduct a final walk-through to verify completion of contract(s) and all related items of work.
- 13.1.2 Develop a punch list and verify completion and obtain final documentation and releases.
- 13.1.3 Verify and deliver contractor as-built marked up drawings to CB for record drawing preparation.
- 13.1.4 Review final payment and close out change order.
- 13.1.5 Monitor permit and agency sign-off.
- 13.1.6 Prepare final summary report in accordance with CB.
- 13.1.7 Deliver project files, contract, correspondence, and documentation.
- 13.1.8 Perform any other services reasonably necessary to close out the contract, permits, and project.

13.2 WARRANTY COORDINATION

The CMP shall establish warranty repair procedures, which shall include a notification prior to the expiration of warranty period. As problems are identified by CB the CMP shall investigate, document, and coordinate required repairs with the responsible contractor(s).

14.0 OPTIONAL SERVICES

The CMP shall provide other construction management and/or support services which have not been expressly or impliedly included in this Scope of Services only after receiving written authorization from the CB contract representative. The CMP shall provide land survey services as requested by the CB with written authorization from the City's Survey Section.

END OF SCOPE OF SERVICES

TASK ORDER AUTHORIZATION FOR PROFESSIONAL SERVICES [TASK ORDER]

Consultant:

Agreement:

Task Order No.:

Date:

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

Part A Scope of Services

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

Part B Task Order Compensation

City shall pay Consultant for the Professional Services required by this Task Order in accordance with Article III of the Agreement. The not to exceed cost for the Scope of Services for this Task Order is \$ _____ .

Part C Personnel Commitment

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

Part D Time Sequence

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

City of San Diego

Recommended For Approval:

Approved By:

Name:

Title:

Date:

Consultant

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

By:

COMPENSATION AND FEE SCHEDULE

See Attached

NOTE:

- The mileage reimbursement rate will be at the current City of San Diego mileage rate (mileage log required).
- Travel expenses for the lowest cost-effective airfare, 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>).
- Sub-consultant costs are reimbursed as a “direct expense” at actual costs (invoice/receipts required).
- An annual rate adjustment request 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 60 days before the Agreement anniversary date. Said proposed adjustment shall be at most 3%, and the City of San Diego must approve any rate adjustments in writing before they become effective.
- Personnel Classifications not listed in this Exhibit will be billed at the rate approved by the City’s Construction Manager on a case-by-case basis. If additional billing classifications are approved, the Consultant shall coordinate a discussion with the City to concur on billing rates before work is performed.

Prime Consultant Exhibit C

Harris & Associates Fee Proposal

PRIME CONSULTANT FIRM: Harris & Associates, Inc

EMPLOYEE	CLASSIFICATION	HOURLY RATE	MULTIPLIER*	HOURLY RATE (ST)	HOURLY RATE (OT)
Mark Nassar	Contract Manager	\$124.96	2.43	\$304.11	N/A
Eric Sherman	CM/Inspector*	\$83.61	2.43	\$203.48	N/A
Rick Lopez	CM/Inspector*	\$80.97	2.43	\$197.05	N/A
Jon Bermudes	CM/Inspector*	\$78.45	2.43	\$190.92	N/A
Marian Scholle	CM/SWPPP	\$58.50	2.43	\$142.37	N/A
Andrew Gueno	CM/Inspector*	\$87.86	2.43	\$213.82	\$257.75
Andrew Beebe	CM/Inspector/Scheduling/Cost Estimating*	\$110.00	2.43	\$267.70	N/A
Anton Handal	Sr. RE (Structural Inspection)*	\$85.59	2.43	\$208.30	N/A
Rob Sharp	Inspector (Civil & Storm Drain)*	\$81.77	2.43	\$199.00	\$239.88
Chris Kubasek	Inspector (Civil & Storm Drain)*	\$87.96	2.43	\$214.06	\$258.04
Ralph Roberts	Inspector (Civil & Storm Drain)*	TERMED	TERMED	TERMED	TERMED
Kenneth Hicks	Inspector (Civil & Storm Drain)*	\$80.86	2.43	\$196.78	\$237.21
Jerry Marquez	Inspector (Electrical & Instrumentation)*	\$80.60	2.43	\$196.15	N/A
Rob Fitzgerald	Inspector (Electrical & Instrumentation, Constructability Review)*	TERMED	TERMED	TERMED	TERMED
Michael Te	Inspector (Structural, Constructability Review)*	\$97.33	2.43	\$236.87	N/A
Scott Giannini	Inspector (Structural, Constructability Review, CO & Claims Management)*	\$83.80	2.43	\$203.94	N/A
Vijay Desai	Inspector (Structural)*	\$141.65	2.43	\$344.73	N/A
Eric Jackson	Inspector (Structural, Constructability Review, CO & Claims Management)*	\$79.04	2.43	\$192.35	\$231.87
Omar Jalili	Inspector (Structural)*	\$76.67	2.43	\$186.59	N/A
Prince Dumaran	Inspector (Structural)*	\$80.60	2.43	\$196.15	N/A
Steve Penner	Inspector (Structural, Constructability Review, Estimating)*	\$87.51	2.43	\$212.97	N/A
Gabrielle Zamora	Inspector (SWPPP)*	\$73.21	2.43	\$178.17	\$214.77
Mahmoud Akhavain	Inspector (Constructability Review)*	\$106.95	2.43	\$260.28	N/A
Brandon Hays	Inspector (Constructability Review, CO & Claims Management)*	\$108.07	2.43	\$263.00	N/A
Dana Van Horn	Constructability Review	\$83.53	2.43	\$203.28	\$245.05
Jeff Krebs	Constructability Review	\$82.37	2.43	\$200.46	N/A

Diane Sandman	Environmental Coordination	\$131.73	2.43	\$320.58	N/A
Ryan Binns	Environmental Coordination	\$103.90	2.43	\$252.86	N/A
Kelsey Hawkins	Environmental Coordination	\$48.42	2.43	\$117.84	N/A
Katie Laybourn	Environmental Coordination	\$44.84	2.43	\$109.12	N/A
Tracy Bradford	Document Control & Construction Closeout	\$68.99	2.43	\$167.90	N/A
Char Hamilton	Document Control & Construction Closeout	\$39.13	2.43	\$95.23	\$114.79
Jada Butcher	Document Control & Construction Closeout	\$27.03	2.43	\$65.78	\$79.30
Albert Mata	Controls & Scheduling	\$69.22	2.43	\$168.46	N/A

MULTIPLIER BREAKDOWN:

ITEM	%
Direct Labor	100.00%
Indirect Labor	121.24% FAR
Subtotal	221.24%
Profit	10%
TOTAL MULTIPLIER	2.43

NOTE:
The mileage reimbursement rate will be at the current City of San Diego mileage rate (mileage log required).
Travel expenses for the lowest cost-effective airfare, 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).
Sub-consultant costs are reimbursed as a "direct expense" at actual costs (invoice/receipts required).
An annual rate adjustment request 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 60 days before the Agreement anniversary date. Said proposed adjustment shall be at most 3%, and the City of San Diego must approve any rate adjustments in writing before they become effective.
Personnel Classifications not listed in this Exhibit will be billed at the rate approved by the City's Construction Manager on a case-by-case basis. If additional billing classifications are approved, the Consultant shall coordinate a discussion with the City to concur on billing rates before work is performed.
* PW - Prevailing wage rates are current and based on California DIR Determination No. SD-23-63-3-2023-2D, and will adjust accordingly.
** Overtime and Doubletime rates may apply to prevailing wage work performed on a Saturday or Sunday, or in excess of 8 hours in a day.
*** Vehicles provided as part of inspection services will be charged at a fixed monthly rate of \$1,250

A request for an annual rate adjustment will 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.

Subconsultant Exhibit C

SUB CONSULTANT FIRM: AB Engineering, Inc.

EMPLOYEE	CLASSIFICATION	HOURLY RATE	MULTIPLIER*	HOURLY RATE (ST) (Year 1)	HOURLY RATE (OT) (Year 1)
Clay Bomberger	Resident Engineer III	\$97.46	2.37	\$230.00	N/A
Hamid Yaqoubpoor	Resident Engineer III	\$92.30	2.37	\$218.29	N/A
Ken Coop	Scheduler	\$91.10	2.37	\$215.00	N/A
Jared Tietjen	Inspector II	\$77.00	2.37	\$185.00	\$277.50

MULTIPLIER BREAKDOWN:

ITEM	%
Direct Labor	100.00%
Indirect Cost Rate	115.00%
Subtotal	215.00%
Profit	10%
TOTAL MULTIPLIER	2.37

Unaudited

NOTE:
The mileage reimbursement rate will be at the current City of San Diego mileage rate (mileage log required).
Travel expenses for the lowest cost-effective airfare, 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).
Sub-consultant costs are reimbursed as a "direct expense" at actual costs (invoice/receipts required).
An annual rate adjustment request 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 60 days before the Agreement anniversary date. Said proposed adjustment shall be at most 3%, and the City of San Diego must approve any rate adjustments in writing before they become effective.
Personnel Classifications not listed in this Exhibit will be billed at the rate approved by the City's Construction Manager on a case-by-case basis. If additional billing classifications are approved, the Consultant shall coordinate a discussion with the City to concur on billing rates before work is performed.

SUB CONSULTANT FIRM: Allied Geotechnical Engineers, Inc.

EMPLOYEE	CLASSIFICATION	HOURLY RATE	MULTIPLIER*	HOURLY RATE (ST) (Year 1)	HOURLY RATE (OT) (Year 1)
Sani Sutanto	Engineer -Principal	\$62.16	2.9984	\$186.38	N/A
Monte Murbach	Geologist - Senior	\$51.99	2.9984	\$155.89	N/A
Cathrene Glick	Hydrogeologist – Senior	\$51.99	2.9984	\$155.89	N/A
Joseph Goldhammer	Geotechnical Engineer – Senior	\$51.99	2.9984	\$155.89	N/A
Fathen Kathib	CADD – 1	\$25.79	2.9984	\$77.83	N/A
Sally Vigil	Admin – 3	\$24.71	2.9984	\$74.09	N/A
Nicholas Barnes	Technician - Senior	\$54.68	2.9984	\$163.95	\$218.63
William Hayes	Technician - Senior	\$54.68	2.9984	\$163.95	\$218.63

MULTIPLIER BREAKDOWN:

ITEM	%
Direct Labor	100.00%
Indirect Cost Rate	172.58% FAR
Subtotal	272.58%
Profit	10%
TOTAL MULTIPLIER	2.9984

NOTE:
The mileage reimbursement rate will be at the current City of San Diego mileage rate (mileage log required).
Travel expenses for the lowest cost-effective airfare, 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).
Sub-consultant costs are reimbursed as a "direct expense" at actual costs (invoice/receipts required).
An annual rate adjustment request 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 60 days before the Agreement anniversary date. Said proposed adjustment shall be at most 3%, and the City of San Diego must approve any rate adjustments in writing before they become effective.
Personnel Classifications not listed in this Exhibit will be billed at the rate approved by the City's Construction Manager on a case-by-case basis. If additional billing classifications are approved, the Consultant shall coordinate a discussion with the City to concur on billing rates before work is performed.

SUB CONSULTANT FIRM: Argo Performance, Ltd.

EMPLOYEE	CLASSIFICATION	HOURLY RATE	MULTIPLIER*	HOURLY RATE (ST) (Year 1)	HOURLY RATE (OT) (Year 1)
Jason McGehee	Principal	\$72.31	2.42	\$175.00	\$262.50
Yanaris Nieves	Project Manager	\$68.18	2.42	\$165.00	\$247.50
Dustin Lund	Engineer	\$64.05	2.09	\$133.86	\$200.80
Jake Asiata	Engineer	\$64.05	2.09	\$133.86	\$200.80
Lisa Wilson	Administrator	\$41.32	2.42	\$100.00	\$150.00

MULTIPLIER BREAKDOWN: Field

ITEM	%
Direct Labor	100.00%
Indirect Cost Rate	90.00%
Subtotal	190.00%
Profit	10%
TOTAL MULTIPLIER	2.09

SHR

MULTIPLIER BREAKDOWN: Home

ITEM	%
Direct Labor	100.00%
Indirect Cost Rate	120.00%
Subtotal	220.00%
Profit	10%
TOTAL MULTIPLIER	2.42

SHR

NOTE:
The mileage reimbursement rate will be at the current City of San Diego mileage rate (mileage log required).
Travel expenses for the lowest cost-effective airfare, 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).
Sub-consultant costs are reimbursed as a "direct expense" at actual costs (invoice/receipts required).
An annual rate adjustment request 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 60 days before the Agreement anniversary date. Said proposed adjustment shall be at most 3%, and the City of San Diego must approve any rate adjustments in writing before they become effective.
Personnel Classifications not listed in this Exhibit will be billed at the rate approved by the City's Construction Manager on a case-by-case basis. If additional billing classifications are approved, the Consultant shall coordinate a discussion with the City to concur on billing rates before work is performed.

SUB CONSULTANT FIRM: Atlas Technical Consultants, LLC

EMPLOYEE	CLASSIFICATION	HOURLY RATE	MULTIPLIER*	HOURLY RATE (ST) (Year 1)	HOURLY RATE (OT) (Year 1)
Dan Ferguson	Project Manager (Office Employee)	\$59.53	2.419	\$143.98	\$215.98
Morteza Mirshekari	Geotechnical Lead (Office Employee)	\$79.47	2.419	\$192.21	\$288.32
Reza Saeedzadeh	Technical Expert (Office Employee)	\$88.94	2.419	\$215.12	\$322.68
Ismael Gonzalez	Field Technician (Field Employee)	\$62.50	2.273	\$142.04	\$213.06
Daniel Chaidez	Special Inspector (Field Employee)	\$67.50	2.273	\$153.40	\$230.10
Dan Broyles	Special Inspector (NDT) (Field Employee)	\$71.50	2.273	\$162.49	\$243.74

MULTIPLIER BREAKDOWN: Home

ITEM	%
Direct Labor	100.00%
Indirect Cost Rate	119.88%
Subtotal	219.88%
Profit	10%
TOTAL MULTIPLIER	2.419

FAR, Caltrans

MULTIPLIER BREAKDOWN: Field

ITEM	%
Direct Labor	100.00%
Indirect Cost Rate	106.60%
Subtotal	206.60%
Profit	10%
TOTAL MULTIPLIER	2.273

FAR, Caltrans

NOTE:
The mileage reimbursement rate will be at the current City of San Diego mileage rate (mileage log required).
Travel expenses for the lowest cost-effective airfare, 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).
Sub-consultant costs are reimbursed as a "direct expense" at actual costs (invoice/receipts required).
An annual rate adjustment request 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 60 days before the Agreement anniversary date. Said proposed adjustment shall be at most 3%, and the City of San Diego must approve any rate adjustments in writing before they become effective.
Personnel Classifications not listed in this Exhibit will be billed at the rate approved by the City's Construction Manager on a case-by-case basis. If additional billing classifications are approved, the Consultant shall coordinate a discussion with the City to concur on billing rates before work is performed.

SUB CONSULTANT FIRM: Belcourt Engineering Group, LLC

EMPLOYEE	CLASSIFICATION	HOURLY RATE	MULTIPLIER*	HOURLY RATE (ST) (Year 1)	HOURLY RATE (OT) (Year 1)
Mohamed Adjroud	Resident Engineer	\$100.00	2.31	\$231.00	N/A
Rahi Nikraves	Resident Engineer	\$95.00	2.31	\$219.45	N/A

MULTIPLIER BREAKDOWN:

ITEM	%
Direct Labor	100.00%
Indirect Cost Rate	110.00%
Subtotal	210.00%
Profit	10%
TOTAL MULTIPLIER	2.31

Unaudited

NOTE:
The mileage reimbursement rate will be at the current City of San Diego mileage rate (mileage log required).
Travel expenses for the lowest cost-effective airfare, 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).
Sub-consultant costs are reimbursed as a "direct expense" at actual costs (invoice/receipts required).
An annual rate adjustment request 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 60 days before the Agreement anniversary date. Said proposed adjustment shall be at most 3%, and the City of San Diego must approve any rate adjustments in writing before they become effective.
Personnel Classifications not listed in this Exhibit will be billed at the rate approved by the City's Construction Manager on a case-by-case basis. If additional billing classifications are approved, the Consultant shall coordinate a discussion with the City to concur on billing rates before work is performed.

SUB CONSULTANT FIRM: Coast Surveying, Inc.

EMPLOYEE	CLASSIFICATION	HOURLY RATE	MULTIPLIER*	HOURLY RATE (ST) (Year 1)	HOURLY RATE (OT) (Year 1)
Ruel del Castillo, PLS	Survey Principal	\$103.00	3.0538	\$314.54	N/A
Kurt Hoehn, PLS	Senior PLS	\$77.25	3.0538	\$235.91	N/A
Gwen del Castillo, PLS	Professional Land Surveyor	\$69.00	3.0538	\$210.71	N/A
Joaquin D. Rice, PLS	Professional Land Surveyor	\$64.00	3.0538	\$195.44	N/A
Antonio Garcia	Survey Analyst	\$46.50	3.0538	\$142.00	N/A
John Wolf	Survey Analyst	\$46.50	3.0538	\$142.00	N/A
Robert Aguilar	Survey Party Chief	\$63.56	3.0538	\$194.10	\$291.15
Cole McKinstry	Survey Party Chief	\$63.56	3.0538	\$194.10	\$291.15
John Pikus	Survey Party Chief	\$63.56	3.0538	\$194.10	\$291.15
Keith Romero	Survey Party Chief	\$63.56	3.0538	\$194.10	\$291.15
Benjamin Barnes	Survey Chainman	\$55.28	3.0538	\$168.62	\$252.93
Cy Cyrus	Survey Chainman	\$55.28	3.0538	\$168.62	\$252.93
John Dearing	Survey Chainman	\$55.28	3.0538	\$168.62	\$252.93
Chance Figas	Survey Chainman	\$55.28	3.0538	\$168.62	\$252.93

MULTIPLIER BREAKDOWN:

ITEM	%
Direct Labor	100.00%
Indirect Cost Rate	177.62%
Subtotal	277.62%
Profit	10%
TOTAL MULTIPLIER	3.0538

Unaudited

NOTE:
The mileage reimbursement rate will be at the current City of San Diego mileage rate (mileage log required).
Travel expenses for the lowest cost-effective airfare, 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).
Sub-consultant costs are reimbursed as a "direct expense" at actual costs (invoice/receipts required).
An annual rate adjustment request 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 60 days before the Agreement anniversary date. Said proposed adjustment shall be at most 3%, and the City of San Diego must approve any rate adjustments in writing before they become effective.
Personnel Classifications not listed in this Exhibit will be billed at the rate approved by the City's Construction Manager on a case-by-case basis. If additional billing classifications are approved, the Consultant shall coordinate a discussion with the City to concur on billing rates before work is performed.

SUB CONSULTANT FIRM: Construction Management Quality Solutions (CQMS)

EMPLOYEE	CLASSIFICATION	HOURLY RATE	MULTIPLIER*	HOURLY RATE (ST) (Year 1)	HOURLY RATE (OT) (Year 1)
Kevin Green	Civil Inspection	\$80.00	2.41	\$192.80	\$289.20
Leonard Romero, PE	Structural Inspection	\$105.00	2.41	\$253.05	\$379.57
Saeid Asgari, PE	Claims Management	\$110.00	2.41	\$265.10	N/A
Brenton Williamson	Senior Scheduler	\$85.00	2.41	\$204.85	\$307.27
Mudar Bahaeddin	Office Engineer	\$85.00	2.41	\$204.85	\$307.27
Chanh Phan	Civil Inspector	\$90.00	2.41	\$216.90	\$324.78
Steven Federoff	Document Control, Admin	\$55.00	2.41	\$132.55	\$198.82
Darcy Davis, PE	Resident Engineer	\$105.00	2.41	\$253.05	\$379.57
Marshal Bridgeford	SWPPP	\$80.00	2.41	\$192.80	\$289.20

MULTIPLIER BREAKDOWN:

ITEM	%
Direct Labor	100.00%
Indirect Cost Rate	119.11%
Subtotal	219.11%
Profit	10.00%
TOTAL MULTIPLIER	2.41

IOAI, Caltrans

NOTE:
The mileage reimbursement rate will be at the current City of San Diego mileage rate (mileage log required).
Travel expenses for the lowest cost-effective airfare, 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).
Sub-consultant costs are reimbursed as a "direct expense" at actual costs (invoice/receipts required).
An annual rate adjustment request 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 60 days before the Agreement anniversary date. Said proposed adjustment shall be at most 3%, and the City of San Diego must approve any rate adjustments in writing before they become effective.
Personnel Classifications not listed in this Exhibit will be billed at the rate approved by the City's Construction Manager on a case-by-case basis. If additional billing classifications are approved, the Consultant shall coordinate a discussion with the City to concur on billing rates before work is performed.

SUB CONSULTANT FIRM: CPM Partners, Inc.

EMPLOYEE	CLASSIFICATION	HOURLY RATE	MULTIPLIER*	HOURLY RATE (ST) (Year 1)	HOURLY RATE (OT) (Year 1)
Ahmad Rafiq, PE	Resident Engineer / Civil Inspection	\$89.47	2.09	\$186.99	\$280.49
Alex Janecek, PE, QSD	Structrural Inspection	\$96.00	2.09	\$200.64	\$300.96
Alex Janecek, PE, QSD	Sr. Scheduler	\$96.00	2.42	\$232.32	N/A
Gordon Costa, PE	Lead Scheduler, Claims Management	\$109.00	2.42	\$263.78	N/A
Jonathan Bonesteel	Sr. Scheduler, Senior Project Controls	\$93.00	2.42	\$225.06	N/A
Agustin Salinas, PE	Office Engineer	\$68.00	2.42	\$164.56	N/A
Scott Seevers, LA	Landscape Inspections	\$85.50	2.09	\$178.70	\$268.04
Scott Seevers, LA	Landscape Architect	\$85.50	2.42	\$206.91	N/A
Pedro Aguilar, EIT	Civil Inspector	\$89.47	2.09	\$186.99	\$280.49
Wendy Casdorff	Document Control, Admin	\$55.00	2.42	\$133.10	N/A
Ylonda Miles	Document Control, Admin	\$49.00	2.42	\$118.58	N/A
Maribel Janecek, QSD	Project Controls	\$97.00	2.42	\$234.74	N/A
Maribel Janecek, QSD	Project Controls	\$97.00	2.09	\$202.73	\$304.10

MULTIPLIER BREAKDOWN: Field

ITEM	%
Direct Labor	100.00%
Indirect Cost Rate	90.00% SHR
Subtotal	190.00%
Profit	10%
TOTAL MULTIPLIER	2.09

MULTIPLIER BREAKDOWN: Home

ITEM	%
Direct Labor	100.00%
Indirect Cost Rate	120.00% SHR
Subtotal	220.00%
Profit	10%
TOTAL MULTIPLIER	2.42

NOTE:
The mileage reimbursement rate will be at the current City of San Diego mileage rate (mileage log required).
Travel expenses for the lowest cost-effective airfare, 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).
Sub-consultant costs are reimbursed as a "direct expense" at actual costs (invoice/receipts required).
An annual rate adjustment request 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 60 days before the Agreement anniversary date. Said proposed adjustment shall be at most 3%, and the City of San Diego must approve any rate adjustments in writing before they become effective.
Personnel Classifications not listed in this Exhibit will be billed at the rate approved by the City's Construction Manager on a case-by-case basis. If additional billing classifications are approved, the Consultant shall coordinate a discussion with the City to concur on billing rates before work is performed.
*PW - Prevailing wage rates based on California DIR Determination No. SD-23-63-3-2023-2D
** Overtime and Doubletime rates may apply to prevailing wage work performed on a Saturday or Sunday, or in excess of 8 hours in a day.

SUB CONSULTANT FIRM: CSW Funding, LLC DBA Construction Service Workers

EMPLOYEE	CLASSIFICATION	HOURLY RATE	MULTIPLIER*	HOURLY RATE (ST) (Year 1)	HOURLY RATE (OT) (Year 1)
Donna Jarmusch	Administration	\$65.00	2.42	\$157.30	\$235.95
Melissia Williams	Administrative Support	\$39.68	2.42	\$96.03	\$144.04
James McBride	Document Control	\$55.00	2.42	\$133.10	\$199.65

MULTIPLIER BREAKDOWN: Home

ITEM	%
Direct Labor	100.00%
Indirect Cost Rate	120.00% SHR
Subtotal	220.00%
Profit	10%
TOTAL MULTIPLIER	2.42

NOTE:
The mileage reimbursement rate will be at the current City of San Diego mileage rate (mileage log required).
Travel expenses for the lowest cost-effective airfare, 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).
Sub-consultant costs are reimbursed as a "direct expense" at actual costs (invoice/receipts required).
An annual rate adjustment request 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 60 days before the Agreement anniversary date. Said proposed adjustment shall be at most 3%, and the City of San Diego must approve any rate adjustments in writing before they become effective.
Personnel Classifications not listed in this Exhibit will be billed at the rate approved by the City's Construction Manager on a case-by-case basis. If additional billing classifications are approved, the Consultant shall coordinate a discussion with the City to concur on billing rates before work is performed.

SUB CONSULTANT FIRM: GEI Consultants

EMPLOYEE	CLASSIFICATION	HOURLY RATE	MULTIPLIER*	HOURLY RATE (ST) (Year 1)	HOURLY RATE (OT) (Year 1)
Steve Lindsay, PE	Construction Manager/Resident Engineer	\$99.08	2.75	\$272.47	N/A
Tod Woodson	Construction Manager/Resident Engineer	\$82.72	2.75	\$227.48	N/A
Danny Willis, PE, QSD	Construction Manager/Resident Engineer	\$80.84	2.75	\$222.31	N/A
Luis Flores	Construction Manager/Resident Engineer	\$58.40	2.75	\$160.60	N/A
Emerson Revolorio, PE	Geotechnical Engineer, Office Engineer	\$62.52	2.75	\$171.93	N/A
Lucy Vinnichenko	Contract Administrator, Document Controller	\$46.64	2.75	\$128.26	N/A
Emerson Revolorio, PE	Inspector*	\$91.25	2.75	\$250.94	\$326.22
Luis Flores	Inspector*	\$91.25	2.75	\$250.94	\$326.22
Mathew Corrado, EIT	Inspector*	\$91.25	2.75	\$250.94	\$326.22
Kody Vandervort, EIT	Inspector*	\$91.25	2.75	\$250.94	\$326.22

MULTIPLIER BREAKDOWN:

ITEM	%
Direct Labor	100.00%
Indirect Cost Rate	150.00%
Subtotal	250.00%
Profit	10%
TOTAL MULTIPLIER	2.75

External CPA

NOTE:
The mileage reimbursement rate will be at the current City of San Diego mileage rate (mileage log required).
Travel expenses for the lowest cost-effective airfare, 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).
Sub-consultant costs are reimbursed as a "direct expense" at actual costs (invoice/receipts required).
An annual rate adjustment request 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 60 days before the Agreement anniversary date. Said proposed adjustment shall be at most 3%, and the City of San Diego must approve any rate adjustments in writing before they become effective.
Personnel Classifications not listed in this Exhibit will be billed at the rate approved by the City's Construction Manager on a case-by-case basis. If additional billing classifications are approved, the Consultant shall coordinate a discussion with the City to concur on billing rates before work is performed.
* PW - Prevailing wage rates based on California DIR Determination No. SD-23-63-3-2023-2D
** Overtime and Doubletime rates may apply to prevailing wage work performed on a Saturday or Sunday, or in excess of 8 hours in a day.

SUB CONSULTANT FIRM: Hernandez, Kroone & Associates, Inc.

EMPLOYEE	CLASSIFICATION	HOURLY RATE	MULTIPLIER*	HOURLY RATE (ST) (Year 1)	HOURLY RATE (OT) (Year 1)
Richard R. Hernandez	Principal	\$128.82	2.9385	\$378.54	N/A
John S. Hernandez	Project Manager	\$94.14	2.9385	\$276.62	N/A
John S. Hernandez	Senior Office Surveyor	\$94.14	2.9385	\$276.62	N/A
Christian Alamillo	Office Surveyor	\$44.24	2.9385	\$130.00	N/A
Jonathan Hernandez, LSIT	Office Surveyor	\$44.24	2.9385	\$130.00	N/A

MULTIPLIER BREAKDOWN:

ITEM	%
Direct Labor	100%
Indirect Cost Rate	167.14% FAR
Subtotal	267.14%
Profit	10%
TOTAL MULTIPLIER	2.9385

NOTE:
The mileage reimbursement rate will be at the current City of San Diego mileage rate (mileage log required).
Travel expenses for the lowest cost-effective airfare, 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).
Sub-consultant costs are reimbursed as a "direct expense" at actual costs (invoice/receipts required).
An annual rate adjustment request 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 60 days before the Agreement anniversary date. Said proposed adjustment shall be at most 3%, and the City of San Diego must approve any rate adjustments in writing before they become effective.
Personnel Classifications not listed in this Exhibit will be billed at the rate approved by the City's Construction Manager on a case-by-case basis. If additional billing classifications are approved, the Consultant shall coordinate a discussion with the City to concur on billing rates before work is performed.

SUB CONSULTANT FIRM: La Salle Solutions, LLC

EMPLOYEE	CLASSIFICATION	HOURLY RATE	MULTIPLIER*	HOURLY RATE (ST) (Year 1)	HOURLY RATE (OT) (Year 1)
Jose Carlos Molina	Resident Engineer 1	\$98.50	2.552	\$251.37	\$285.65
Donovan Stacy	Resident Engineer 2	\$95.00	2.552	\$242.44	\$275.50
Samuel Virgil	Resident Engineer 2	\$95.00	2.552	\$242.44	\$275.50
Assa Disengomoka	Resident Engineer 2	\$95.00	2.552	\$242.44	\$275.50

MULTIPLIER BREAKDOWN:

ITEM	%
Direct Labor	100.00%
Indirect Cost Rate	132.00%
Subtotal	232.00%
Profit	10%
TOTAL MULTIPLIER	2.552

Caltrans

NOTE:
The mileage reimbursement rate will be at the current City of San Diego mileage rate (mileage log required).
Travel expenses for the lowest cost-effective airfare, 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).
Sub-consultant costs are reimbursed as a "direct expense" at actual costs (invoice/receipts required).
An annual rate adjustment request 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 60 days before the Agreement anniversary date. Said proposed adjustment shall be at most 3%, and the City of San Diego must approve any rate adjustments in writing before they become effective.
Personnel Classifications not listed in this Exhibit will be billed at the rate approved by the City's Construction Manager on a case-by-case basis. If additional billing classifications are approved, the Consultant shall coordinate a discussion with the City to concur on billing rates before work is performed.
*PW - Prevailing wage rates based on California DIR Determination No. SD-23-63-3-2023-2D
** Overtime and Doubletime rates may apply to prevailing wage work performed on a Saturday or Sunday, or in excess of 8 hours in a day.

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. The above rates represent the updated rate, escalated 3% per contract year (2024,2025,2026)

SUB CONSULTANT FIRM: MARRS Services, Inc.

EMPLOYEE	CLASSIFICATION	HOURLY RATE	MULTIPLIER*	HOURLY RATE (ST) (Year 1)	HOURLY RATE (OT) (Year 1)
John O'Brien	Construction Manager/Estimator	\$85.28	2.43	\$207.23	N/A
Guillermo Maldonado	Mechanical Inspector	\$76.19	2.43	\$185.14	\$261.33

MULTIPLIER BREAKDOWN:

ITEM	%
Direct Labor	100.00%
Indirect Cost Rate	120.52%
Subtotal	220.52%
Profit	10%
TOTAL MULTIPLIER	2.43

External CPA

OTHER DIRECT COSTS:

ITEM
Laptop incl. hotspot for network connection for inspector at \$105/month.
Cellular phone for inspector at \$40/month.
Field vehicle at \$110 per day plus fuel cost.
Parking at various locations at cost.

NOTE:
The mileage reimbursement rate will be at the current City of San Diego mileage rate (mileage log required).
Travel expenses for the lowest cost-effective airfare, 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).
Sub-consultant costs are reimbursed as a "direct expense" at actual costs (invoice/receipts required).
An annual rate adjustment request 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 60 days before the Agreement anniversary date. Said proposed adjustment shall be at most 3%, and the City of San Diego must approve any rate adjustments in writing before they become effective.
Personnel Classifications not listed in this Exhibit will be billed at the rate approved by the City's Construction Manager on a case-by-case basis. If additional billing classifications are approved, the Consultant shall coordinate a discussion with the City to concur on billing rates before work is performed.

SUB CONSULTANT FIRM: Ninyo & Moore Geotechnical & Environmental Sciences Consultants

EMPLOYEE	CLASSIFICATION	HOURLY RATE	MULTIPLIER*	HOURLY RATE (ST) (Year 1)	HOURLY RATE (OT) (Year 1)
Kenneth H. Mansir, Jr., PE, GE	Principal Engineer	\$91.35	2.8237	\$257.97	N/A
Gregory T. Farrand, PG, CEG	Principal Geologist	\$61.06	2.8237	\$172.43	N/A
Jeffrey T. Kent, PE, GE	Principal Engineer	\$75.00	2.8237	\$211.80	N/A
Ronald Halbert, PE	Principal Engineer	\$74.52	2.8237	\$210.44	N/A
William Morrison, PE, GE	Principal Engineer	\$70.67	2.8237	\$199.57	N/A
Kai Vedenoja, PE	Senior Engineer	\$62.02	2.8237	\$175.14	N/A
Gabriel Smith, PE, GE	Senior Project Engineer	\$57.69	2.8237	\$162.92	N/A
Zachary Hasten, PG, CEG	Senior Project Geologist	\$52.88	2.8237	\$149.33	N/A
Miguel Angel Chin Gallegos	Project Manager	\$50.48	2.8237	\$142.56	N/A
Christine Kuhns, PE	Project Engineer	\$50.48	2.8237	\$142.56	N/A
Paul Beyl	Project Manager	\$44.23	2.8237	\$124.91	N/A
Christopher Frank	Senior Staff Engineer	\$40.87	2.8237	\$115.42	N/A
Vanessa Boyer	Sr. Construction Services Coordinator	\$34.00	2.8237	\$96.02	\$113.02
Trevor Holombo	Technical Assistant	\$21.50	2.8237	\$60.72	\$71.47
Alex Balane	Lead Technical Illustrator	\$36.00	2.8237	\$101.66	\$119.66
Jesse Lahman	GIS Analyst	\$46.44	2.8237	\$131.15	\$154.37
Michelle Priebe	Word Processor	\$28.00	2.8237	\$79.07	\$93.07
Joevannie Villanueva	Facilities Coordinator	\$25.00	2.8237	\$70.60	\$83.10
Darin Vojtaskovic, ACI	Laboratory Manager	\$50.48	2.8237	\$142.56	\$167.80
Alfredo Tapia, ACI	Assistant Laboratory Manager	\$36.50	2.8237	\$103.08	\$121.33
Carlos Govea	Field and Lab Assistant	\$19.00	2.8237	\$53.66	\$63.16
Tyler Morud	Laboratory Technician	\$18.00	2.8237	\$50.83	\$59.83
Craig Foster	Field Operations Manager	\$42.07	2.8237	\$118.81	\$139.84
Duc Nguyen, AWS-CWI, ASNT, ICC	Special Inspector	\$66.83	2.8237	\$188.73	\$222.14
Emad Beshay, ACI, AWS-CWI, ICC, DSA	Special Inspector	\$65.81	2.8237	\$185.85	\$218.75
Ivan Guajardo, AWS-CWI, ICC, ASNT	Special Inspector	\$67.81	2.8237	\$191.50	\$225.40
Julio Guzman, ACI, DSA, ICC	Special Inspector/Senior Field Technician	\$65.33	2.8237	\$184.49	\$217.16
Everardo Rico, ACI, ICC, DSA	Special Inspector/Senior Field Technician	\$64.47	2.8237	\$182.06	\$214.30
Timothy Timmerman, ACI, ICC	Special Inspector/Senior Field Technician	\$64.67	2.8237	\$182.63	\$214.96
Matt Ecker, ACI, ICC	Special Inspector/Senior Field Technician	\$64.45	2.8237	\$182.01	\$214.23
Micheil Mikhail, ACI, ICC	Special Inspector/Senior Field Technician	\$65.81	2.8237	\$185.85	\$218.75
Eric Van Ginder, ACI, ICC	Special Inspector/Senior Field Technician	\$65.02	2.8237	\$183.62	\$216.13
Thank "Kevin" Tran, ACI, ICC, DSA	Special Inspector/Senior Field Technician	\$65.81	2.8237	\$185.85	\$218.75
Daniel Lindsay, ACI, AWS-CWI, ICC	Special Inspector/Senior Field Technician	\$63.50	2.8237	\$179.32	\$211.07
Alejandro Jimenez, ACI, ICC	Special Inspector/Senior Field Technician	\$64.54	2.8237	\$182.26	\$214.53
Alex Gutierrez, ACI, ICC, DSA	Special Inspector/Senior Field Technician	\$65.81	2.8237	\$185.85	\$218.75
Thomas Whelan, ACI	Senior Field Technician	\$62.76	2.8237	\$177.23	\$208.61
Mario Palacios, ACI, ICC	Senior Field Technician	\$61.87	2.8237	\$174.72	\$205.66
Mark MacCarthy	Senior Field Technician	\$62.69	2.8237	\$177.04	\$208.38
Aaron Frederick, ACI	Senior Field Technician	\$63.24	2.8237	\$178.59	\$210.21

Richard Agcaoili, ACI	Senior Field Technician	\$63.24	2.8237	\$178.59	\$210.21
Norman Gutierrez, ACI	Senior Field Technician	\$63.24	2.8237	\$178.59	\$210.21

MULTIPLIER BREAKDOWN:

ITEM	%
Direct Labor	100.00%
Indirect Cost Rate	156.70%
Subtotal	256.70%
Profit	10%
TOTAL MULTIPLIER	2.8237

External CPA, Caltrans

NOTE:
The mileage reimbursement rate will be at the current City of San Diego mileage rate (mileage log required).
Travel expenses for the lowest cost-effective airfare, 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).
Sub-consultant costs are reimbursed as a "direct expense" at actual costs (invoice/receipts required).
An annual rate adjustment request 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 60 days before the Agreement anniversary date. Said proposed adjustment shall be at most 3%, and the City of San Diego must approve any rate adjustments in writing before they become effective.
Personnel Classifications not listed in this Exhibit will be billed at the rate approved by the City's Construction Manager on a case-by-case basis. If additional billing classifications are approved, the Consultant shall coordinate a discussion with the City to concur on billing rates before work is performed.

SUB CONSULTANT FIRM: Orange Coast Analytical, Inc.

EMPLOYEE	CLASSIFICATION	HOURLY RATE	MULTIPLIER*	HOURLY RATE (ST) (Year 1)	HOURLY RATE (OT) (Year 1)
N/A - See attached rate sheet					

MULTIPLIER BREAKDOWN:

ITEM	%
N/A - see attached rate sheet	
TOTAL MULTIPLIER	

NOTE:
The mileage reimbursement rate will be at the current City of San Diego mileage rate (mileage log required).
Travel expenses for the lowest cost-effective airfare, 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).
Sub-consultant costs are reimbursed as a "direct expense" at actual costs (invoice/receipts required).
An annual rate adjustment request 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 60 days before the Agreement anniversary date. Said proposed adjustment shall be at most 3%, and the City of San Diego must approve any rate adjustments in writing before they become effective.
Personnel Classifications not listed in this Exhibit will be billed at the rate approved by the City's Construction Manager on a case-by-case basis. If additional billing classifications are approved, the Consultant shall coordinate a discussion with the City to concur on billing rates before work is performed.

SUB CONSULTANT FIRM: Performance Analytical Laboratories, Inc.

EMPLOYEE	CLASSIFICATION	HOURLY RATE	MULTIPLIER*	HOURLY RATE (ST) (Year 1)	HOURLY RATE (OT) (Year 1)
N/A - See attached rate sheet					

MULTIPLIER BREAKDOWN:

ITEM	%
N/A - see attached rate sheet	
TOTAL MULTIPLIER	

NOTE:
The mileage reimbursement rate will be at the current City of San Diego mileage rate (mileage log required).
Travel expenses for the lowest cost-effective airfare, 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).
Sub-consultant costs are reimbursed as a "direct expense" at actual costs (invoice/receipts required).
An annual rate adjustment request 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 60 days before the Agreement anniversary date. Said proposed adjustment shall be at most 3%, and the City of San Diego must approve any rate adjustments in writing before they become effective.
Personnel Classifications not listed in this Exhibit will be billed at the rate approved by the City's Construction Manager on a case-by-case basis. If additional billing classifications are approved, the Consultant shall coordinate a discussion with the City to concur on billing rates before work is performed.

SUB CONSULTANT FIRM: Proteus Consulting

EMPLOYEE	CLASSIFICATION	HOURLY RATE	MULTIPLIER*	HOURLY RATE (ST) (Year 1)	HOURLY RATE (OT) (Year 1)
Soma Bhadra	PIC/ QAQC	\$99.50	3.17	\$315.23	\$472.84
William F McInerney*	Sr. Principal/ Sr. Program Manager	\$91.67	3.17	\$290.42	\$435.63
Tyla S Montgomery*	Sr. Task Manager	\$88.50	3.17	\$280.38	\$420.57
Donald Peters	Principal Engineer	\$86.93	3.17	\$275.40	\$413.11
Archana Bhardwaj	Sr. Professional	\$82.26	3.17	\$260.61	\$390.91
Sanpreet Gill*	Project Professional	\$79.10	3.17	\$250.60	\$375.90
Elaine Kwaii	Sr. Project Engineer/ Manager	\$76.00	3.17	\$240.78	\$361.16
Kusum Shekhia	Associate Project Engineer/ Manager	\$72.86	3.17	\$230.83	\$346.24
Robert Shipp*	Assistant Project Engineer/ Manager	\$69.50	3.17	\$220.18	\$330.28
Lauren Bray*	Junior Project Engineer/ Manager	\$66.50	3.17	\$210.68	\$316.02
Whitney Sears	Analyst I	\$44.45	3.17	\$140.82	\$211.23
Jeff Cooley	Analyst II	\$50.55	3.17	\$160.15	\$240.22
Julia Norris	Analyst III	\$55.25	3.17	\$175.04	\$262.56
Brian West*	Sr. Tech Support	\$57.00	3.17	\$180.58	\$270.87
Alan Fitt*	Tech Support	\$55.30	3.17	\$175.20	\$262.79
Joanna Bull*	Technical Writer/ Editor	\$49.00	3.17	\$155.24	\$232.86
Austin Ruckstuhl*	Project Controls/ Administration	\$41.20	3.17	\$130.53	\$195.79
Ivan Nyugen*	Engineering Tech	\$39.60	3.17	\$125.46	\$188.19
Pamela Bristow	Admin Support	\$35.00	3.17	\$110.88	\$166.33

MULTIPLIER BREAKDOWN:

ITEM	%
Direct Labor	100.00%
Indirect Cost Rate	188.00%
Subtotal	288.00%
Profit	10%
TOTAL MULTIPLIER	3.17

Unaudited

NOTE:
The mileage reimbursement rate will be at the current City of San Diego mileage rate (mileage log required).
Travel expenses for the lowest cost-effective airfare, 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).
Sub-consultant costs are reimbursed as a "direct expense" at actual costs (invoice/receipts required).
An annual rate adjustment request 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 60 days before the Agreement anniversary date. Said proposed adjustment shall be at most 3%, and the City of San Diego must approve any rate adjustments in writing before they become effective.
Personnel Classifications not listed in this Exhibit will be billed at the rate approved by the City's Construction Manager on a case-by-case basis. If additional billing classifications are approved, the Consultant shall coordinate a discussion with the City to concur on billing rates before work is performed.
* Personnel shall be assigned based on the task order needs, these people may be replaced with "or equal" talent and expertise

SUB CONSULTANT FIRM: Reddy Engineering Services

EMPLOYEE	CLASSIFICATION	HOURLY RATE	MULTIPLIER*	HOURLY RATE (ST) (Year 1)	HOURLY RATE (OT) (Year 1)
Vinay Reddy, PE	Constructability Reviewer	\$82.52	2.52	\$207.90	N/A
Rafael Lopez, PE	Civil Inspector	\$82.52	2.52	\$207.90	N/A

MULTIPLIER BREAKDOWN:

ITEM	%
Direct Labor	100.00%
Indirect Cost Rate	129.03%
Subtotal	229.03%
Profit	10%
TOTAL MULTIPLIER	2.52

FAR, Caltrans

NOTE:
The mileage reimbursement rate will be at the current City of San Diego mileage rate (mileage log required).
Travel expenses for the lowest cost-effective airfare, 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).
Sub-consultant costs are reimbursed as a "direct expense" at actual costs (invoice/receipts required).
An annual rate adjustment request 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 60 days before the Agreement anniversary date. Said proposed adjustment shall be at most 3%, and the City of San Diego must approve any rate adjustments in writing before they become effective.
Personnel Classifications not listed in this Exhibit will be billed at the rate approved by the City's Construction Manager on a case-by-case basis. If additional billing classifications are approved, the Consultant shall coordinate a discussion with the City to concur on billing rates before work is performed.

SUB CONSULTANT FIRM: Rockwell Construction Services, LLC

EMPLOYEE	CLASSIFICATION	HOURLY RATE	MULTIPLIER*	HOURLY RATE (ST) (Year 1)	HOURLY RATE (OT) (Year 1)
James Hudson	Construction Manager/Resident Engineer/Inspector	\$90.91	2.09	\$190.00	\$285.00
Thomas Klein	Construction Manager/Resident Engineer/Inspector	\$90.91	2.09	\$190.00	\$285.00
Robert Bellon	Construction Manager/Resident Engineer/Inspector	\$90.91	2.09	\$190.00	\$285.00

MULTIPLIER BREAKDOWN:

ITEM	%
Direct Labor	100.00%
Indirect Cost Rate	90.00% SHR
Subtotal	190.00%
Profit	10%
TOTAL MULTIPLIER	2.09

NOTE:
The mileage reimbursement rate will be at the current City of San Diego mileage rate (mileage log required).
Travel expenses for the lowest cost-effective airfare, 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).
Sub-consultant costs are reimbursed as a "direct expense" at actual costs (invoice/receipts required).
An annual rate adjustment request 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 60 days before the Agreement anniversary date. Said proposed adjustment shall be at most 3%, and the City of San Diego must approve any rate adjustments in writing before they become effective.
Personnel Classifications not listed in this Exhibit will be billed at the rate approved by the City's Construction Manager on a case-by-case basis. If additional billing classifications are approved, the Consultant shall coordinate a discussion with the City to concur on billing rates before work is performed.
*PW - Prevailing wage rates based on California DIR Determination No. SD-23-63-3-2023-2D
** Overtime and Doubletime rates may apply to prevailing wage work performed on a Saturday or Sunday, or in excess of 8 hours in a day.

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. The above rates represent the updated rate, escalated 3% per contract year (2024,2025,2026)

SUB CONSULTANT FIRM: San Dieguito Engineering, Inc.

EMPLOYEE	CLASSIFICATION	HOURLY RATE	MULTIPLIER*	HOURLY RATE (ST) (Year 1)	HOURLY RATE (OT) (Year 1)
Dennis Dodson	Senior Land Surveyor	\$55.00	3.36	\$184.73	\$277.10
Byram Jennex	Associate Land Surveyor	\$48.00	3.36	\$161.22	\$241.83
Eric Christianson	Associate Land Surveyor	\$40.00	3.36	\$134.35	\$201.52
Thomas Wickham	Associate Land Surveyor	\$41.04	3.36	\$137.84	\$206.76

MULTIPLIER BREAKDOWN:

ITEM	%
Direct Labor	100.00%
Indirect Cost Rate	205.34%
Subtotal	305.34%
Profit	10%
TOTAL MULTIPLIER	3.36

External CPA

NOTE:
The mileage reimbursement rate will be at the current City of San Diego mileage rate (mileage log required).
Travel expenses for the lowest cost-effective airfare, 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).
Sub-consultant costs are reimbursed as a "direct expense" at actual costs (invoice/receipts required).
An annual rate adjustment request 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 60 days before the Agreement anniversary date. Said proposed adjustment shall be at most 3%, and the City of San Diego must approve any rate adjustments in writing before they become effective.
Personnel Classifications not listed in this Exhibit will be billed at the rate approved by the City's Construction Manager on a case-by-case basis. If additional billing classifications are approved, the Consultant shall coordinate a discussion with the City to concur on billing rates before work is performed.

SUB CONSULTANT FIRM: TGR Geotechnical, Inc.

EMPLOYEE	CLASSIFICATION	HOURLY RATE	MULTIPLIER*	HOURLY RATE (ST) (Year 1)	HOURLY RATE (OT) (Year 1)
Sanjay Govil	Principal Geotechnical Engineer	\$96.00	2.42	\$232.32	\$290.40
Ed Burrows	Principal Geologist	\$92.00	2.42	\$222.64	\$278.30
Prakash Khanal	Project Engineer	\$49.00	2.42	\$118.58	\$177.87
Robert Aguilar	Staff Engineer	\$39.00	2.42	\$94.38	\$141.57
Ryan Stewart	Soils Technician	\$70.00	2.09	\$146.30	\$219.45
Alex Magbojos	Soils Technician	\$70.00	2.09	\$146.30	\$219.45
Cheriann Hanley	Soils Technician	\$70.00	2.09	\$146.30	\$219.45
Nadia Kennedy	Soils Technician	\$70.00	2.09	\$146.30	\$219.45
Francis Pelayo	Soils Technician	\$70.00	2.09	\$146.30	\$219.45

MULTIPLIER BREAKDOWN: Field

ITEM	%
Direct Labor	100.00%
Indirect Cost Rate	90.00%
Subtotal	190.00%
Profit	10%
TOTAL MULTIPLIER	2.09

SHR

MULTIPLIER BREAKDOWN: Home

ITEM	%
Direct Labor	100.00%
Indirect Cost Rate	120.00%
Subtotal	220.00%
Profit	10%
TOTAL MULTIPLIER	2.42

SHR

NOTE:
The mileage reimbursement rate will be at the current City of San Diego mileage rate (mileage log required).
Travel expenses for the lowest cost-effective airfare, 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).
Sub-consultant costs are reimbursed as a "direct expense" at actual costs (invoice/receipts required).
An annual rate adjustment request 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 60 days before the Agreement anniversary date. Said proposed adjustment shall be at most 3%, and the City of San Diego must approve any rate adjustments in writing before they become effective.
Personnel Classifications not listed in this Exhibit will be billed at the rate approved by the City's Construction Manager on a case-by-case basis. If additional billing classifications are approved, the Consultant shall coordinate a discussion with the City to concur on billing rates before work is performed.
*Nuclear Density Gauge, Soils Technician Equipment, \$150/day

SUB CONSULTANT FIRM: Titan Environmental Solutions, Inc.

EMPLOYEE	CLASSIFICATION	HOURLY RATE	MULTIPLIER*	HOURLY RATE (ST) (Year 1)	HOURLY RATE (OT) (Year 1)
Kevin Groth	Environmental Coordination	\$34.00	2.09	\$71.06	\$106.59
Christian Cardenas	Environmental Coordination	\$34.00	2.09	\$71.06	\$106.59
Luis Luick	Environmental Coordination	\$37.00	2.09	\$77.33	\$116.00

MULTIPLIER BREAKDOWN:

ITEM	%
Direct Labor	100.00%
Indirect Cost Rate	90.00% SHR
Subtotal	190.00%
Profit	10%
TOTAL MULTIPLIER	2.09

NOTE:
The mileage reimbursement rate will be at the current City of San Diego mileage rate (mileage log required).
Travel expenses for the lowest cost-effective airfare, 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).
Sub-consultant costs are reimbursed as a "direct expense" at actual costs (invoice/receipts required).
An annual rate adjustment request 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 60 days before the Agreement anniversary date. Said proposed adjustment shall be at most 3%, and the City of San Diego must approve any rate adjustments in writing before they become effective.
Personnel Classifications not listed in this Exhibit will be billed at the rate approved by the City's Construction Manager on a case-by-case basis. If additional billing classifications are approved, the Consultant shall coordinate a discussion with the City to concur on billing rates before work is performed.

SUB CONSULTANT FIRM: Twining, Inc.

EMPLOYEE	CLASSIFICATION	HOURLY RATE	MULTIPLIER*	HOURLY RATE (ST) (Year 1)	HOURLY RATE (OT) (Year 1)
Paul Soltis, GE	Registered Geotechnical Engineer	\$99.18	2.405	\$238.58	N/A
Sammy Daghighi, PE	Quality Assurance Engineer - Lead	\$100.96	2.405	\$242.86	N/A
Amir Ghavibazoo	Pavement Engineer Technical Advisor	\$77.04	2.405	\$185.32	N/A
Boris Stein	Concrete Engineer - Technical Advisor	\$121.61	2.405	\$292.53	N/A
Hossein Bahmyari, PhD.	Geotechnical Engineer	\$81.73	2.405	\$196.60	N/A
Robert Clevenger	Project Manager	\$54.34	2.405	\$130.71	N/A
Jeff Treat	Assistant Project Manager	\$52.30	2.405	\$125.81	N/A
Molly Vongpramai-Collins	Administrative	\$30.06	2.405	\$72.31	N/A
Shawn Snowdale	Material testing inspector -Group II	\$58.51	2.405	\$140.74	\$170.00
Marcos Arcos	Material testing inspector -Group II	\$58.51	2.405	\$140.74	\$170.00
Jose Franco Casas	Material testing inspector -Group II	\$58.51	2.405	\$140.74	\$170.00
Justin Smolenski	Material testing inspector -Group II	\$58.51	2.405	\$140.74	\$170.00
Richard Williams	Material testing inspector -Group II	\$58.51	2.405	\$140.74	\$170.00
Doug Clarke	Material testing inspector -Group II	\$58.51	2.405	\$140.74	\$170.00
James Packer	Material testing inspector -Group II	\$58.51	2.405	\$140.74	\$170.00
Brandon Schroeder	Material testing inspector -Group II	\$58.51	2.405	\$140.74	\$170.00

MULTIPLIER BREAKDOWN:

ITEM	%
Direct Labor	100.00%
Indirect Cost Rate	118.68%
Subtotal	218.68%
Profit	10%
TOTAL MULTIPLIER	2.405

IOAI, Caltrans

NOTE:
The mileage reimbursement rate will be at the current City of San Diego mileage rate (mileage log required).
Travel expenses for the lowest cost-effective airfare, 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).
Sub-consultant costs are reimbursed as a "direct expense" at actual costs (invoice/receipts required).
An annual rate adjustment request 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 60 days before the Agreement anniversary date. Said proposed adjustment shall be at most 3%, and the City of San Diego must approve any rate adjustments in writing before they become effective.
Personnel Classifications not listed in this Exhibit will be billed at the rate approved by the City's Construction Manager on a case-by-case basis. If additional billing classifications are approved, the Consultant shall coordinate a discussion with the City to concur on billing rates before work is performed.

SUB CONSULTANT FIRM: West Coast Civil, Inc.

EMPLOYEE	CLASSIFICATION	HOURLY RATE	MULTIPLIER*	HOURLY RATE (ST) (Year 1)	HOURLY RATE (OT) (Year 1)
Skye Benson	Design Engineer I	\$33.65	2.09	\$70.33	N/A
Emiliano Covarrubias	Design Engineer I	\$35.10	2.09	\$73.36	N/A
Angelica Dillender	Project Manager	\$55.29	2.42	\$133.80	N/A
Austin Frisby	Project Manager	\$57.11	2.42	\$138.21	N/A
Carlos Gil-Marroquin	Design Engineer II	\$47.40	2.42	\$114.71	N/A
Angela-Marie Gonzalez	Project Engineer I	\$48.56	2.42	\$117.52	N/A
Anthony Gonzalez	Principal	\$96.15	2.42	\$232.68	N/A
Taylor Green	Design Engineer I	\$33.65	2.09	\$70.33	N/A
Cameron Lapuaho	Design Engineer I	\$37.50	2.09	\$78.38	N/A
Kyle McCarty	Principal	\$96.15	2.42	\$232.68	N/A
Sean McCarty	Principal	\$96.15	2.42	\$232.68	N/A
Grace McKenzie	Design Engineer I	\$33.65	2.09	\$70.33	N/A
Eric McKnight	Project Manager	\$62.50	2.42	\$151.25	N/A
Michel Ortiz	Design Engineer II	\$40.14	2.42	\$97.14	N/A
Mary (Claire) Pfeifer	Design Engineer II	\$40.14	2.42	\$97.14	N/A
Brenden Sallstrom	Design Engineer I	\$36.05	2.09	\$75.34	N/A
Thomas (TJ) Speech	Project Manager	\$54.81	2.42	\$132.64	N/A
Mitchel Stephan	Design Engineer II	\$40.14	2.42	\$97.14	N/A
Michaela Wong	Intern II	\$25.00	2.09	\$52.25	N/A

MULTIPLIER BREAKDOWN: Field

ITEM	%
Direct Labor	100.00%
Indirect Cost Rate	90.00% SHR
Subtotal	190.00%
Profit	10%
TOTAL MULTIPLIER	2.09

MULTIPLIER BREAKDOWN: Home

ITEM	%
Direct Labor	100.00%
Indirect Cost Rate	120.00% SHR
Subtotal	220.00%
Profit	10%
TOTAL MULTIPLIER	2.42

NOTE:
The mileage reimbursement rate will be at the current City of San Diego mileage rate (mileage log required).
Travel expenses for the lowest cost-effective airfare, 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).
Sub-consultant costs are reimbursed as a "direct expense" at actual costs (invoice/receipts required).
An annual rate adjustment request 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 60 days before the Agreement anniversary date. Said proposed adjustment shall be at most 3%, and the City of San Diego must approve any rate adjustments in writing before they become effective.
Personnel Classifications not listed in this Exhibit will be billed at the rate approved by the City's Construction Manager on a case-by-case basis. If additional billing classifications are approved, the Consultant shall coordinate a discussion with the City to concur on billing rates before work is performed.
*PW - Prevailing wage rates based on California DIR Determination No. SD-23-63-3-2023-2D
** Overtime and Doubletime rates may apply to prevailing wage work performed on a Saturday or Sunday, or in excess of 8 hours in a day.

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. The above rates represent the updated rate, escalated 3% per contract year (2024,2025,2026)

Subconsultant Testing Fee Schedules

AGE Schedule of Laboratory Fees (2024 - 2024)

Page 1 of 4

ALLIED GEOTECHNICAL ENGINEERS, INC. 2024 - 2025 SCHEDULE OF FEES

LABORATORY SOIL TESTING

<u>ASTM or Other Test Designation</u>	<u>Soil Testing</u>	<u>Unit Price</u>
---	---------------------	-------------------

CLASSIFICATION OF SOILS

D2487	Unified Classification.	\$ 135.00
D2488	Visual Classification.	\$ 45.00

PLASTICITY TESTS AND EXPANSION POTENTIAL

D4318	Plasticity Index (including LL and PL)	\$ 115.00
D4829	Expansion Index.....	\$ 165.00

DRY DENSITY AND MOISTURE CONTENT

D2937	Ring or Core Samples.	\$ 45.00
D1188	Waxed Chunk Sample.....	\$ 50.00
D2216	Moisture Content Only.....	\$ 25.00

ALLIED GEOTECHNICAL ENGINEERS, INC.

AGE Schedule of Laboratory Fees (2024 - 2024)

Page 2 of 4

<u>ASTM or Other</u>	<u>Soil Testing</u>	<u>Unit Price</u>
<u>Test Designation</u>		

CONSOLIDATION TESTING

D2435	Consolidation Test - Standard test suite including sample preparation and setup.....	\$ 105/Pt
D2435	Time-Rate Consolidation.....	\$ 135/Pt

MAXIMUM DENSITY AND OPTIMUM MOISTURE
CONTENT

D1557	(4-inch mold).....	\$ 165.00
	D1557 (6-inch mold).....	\$ 195.00
	Single Point.	\$ 70.00
D4253	Maximum Index Density.....	\$ 155.00
D4254	Minimum Index Density.	\$ 155.00

GRAIN SIZE DISTRIBUTION

D422	Fraction Between #4 and #200 Screen (wet).....	\$ 108.00
D422	Mechanical and Hydrometer Analysis (#4 to finer than #200).....	\$ 195.00
C136	Sieve Analysis of Aggregates.	\$ 200.00
	Bulk Gradation.....	\$ 4,700.00

AGE Schedule of Laboratory Fees (2024 - 2024)

Page 3 of 4

<u>ASTM or Other Test Designation</u>	<u>Soil Testing</u>	<u>Unit Price</u>
---	---------------------	-------------------

SOIL STRENGTH DETERMINATION

D3080	Direct Shear Test.	\$ 145/Pt
	Triaxial Shear Test.....	Quotation
	Residual Shear.	Quotation
D2166	Unconfined Compression.....	\$ 280.00
	Petrography Analysis.....	\$ 354.00
	Cerchar Abrassivity.	\$ 160.00
	Brazilian Tensile Strength.	\$ 140.00

SOIL-ROAD MATERIALS

D1883	California Bearing Ratio (Static Method).	Quotation
	California Bearing Ratio (Corps of Engineering Method).....	Quotation
CAL301	Resistance Value ("R" Value).	\$ 395.00

MISCELLANEOUS TESTS

CAL217	Sand Equivalent Value.....	\$ 112.00
D854	Specific Gravity of Soil.....	\$ 98.00
CAL 643, 417 & 422	pH and Resistivity, Soluble Sulfate & Chloride.	\$ 215.00

GENERAL NOTES:

1. Unit prices for standard laboratory tests are for laboratory work only and do not include technical oversight of the testing program, plotting of test data, and interpretation of test results. Charges for these services will be at the hourly rates for the classification of labor involved. Furthermore, for some tests, additional charges may be incurred for sample handling, preparation, and remolding, etc.
2. All samples will be disposed of three (3) weeks after completion of testing unless prior arrangements have been made and agreed upon. Upon request, samples can be delivered to the Client at an additional cost or, at the Client's request, long-term storage can be provided at a pre-paid storage fee.



CQMS

--- Construction Quality Management Solutions, INC. ---

INSPECTION SERVICES

GEOTECHNICAL MONITORING

DURING CONSTRUCTION TESTING AND INSPECTION SERVICES

Soil Technician / Field Engineer (Prevailing Wage)	\$ 110.00	Per Hour
Soil Technician (Regular Wage)	\$ 85.00	Per Hour
Technician / Field Engineer – Pile and Tieback Monitoring & Inspection	\$ 115.00	Per Hour
Deputy Grading Inspector (City of LA)	\$ 125.00	Per Hour
Nuclear Gauge Equipment	\$ 50.00	Per Day

MATERIALS SPECIAL INSPECTION

Inspector/Concrete, Batch Plant Inspection	\$ 110.00	Per Hour
Inspector/Masonry	\$ 110.00	Per Hour
Inspector/Welding/Steel/Tagging & Sampling	\$ 110.00	Per Hour
Inspector/Post-Tension	\$ 110.00	Per Hour
Inspector/Fireproofing	\$ 110.00	Per Hour
Inspector/UT	\$ 125.00	Per Hour
Inspector/Pull Test	\$ 135.00	Per Hour

REPORTS

Soils (Geotechnical/Geohazard Evaluation) Report	Varies - Lump Sum	
DSA-293 Report	\$ 500.00	Ea. Cert.
DSA-291 Report	\$ 500.00	Ea. Cert.
Final Grading / Compaction Report (Comprehensive-Minimum)	\$ 2000.00	Each
Pad Certificate Report/Letter	\$ 1500.00	Each
Utility Trench Compaction Report – (Length <4000 L.F.)	\$ 1500.00	Each
Wall Backfill Report	\$ 1500.00	Each
Monthly Interim In-Grading Report	\$ 1500.00	Each
Pile/Shoring Monitoring Report	\$ 1500.00	Each
Plan Review (Grading/ Foundation) (Per Quote, Minimum \$1,500)	\$ 1500.00	Each
Materials Testing Final Verification Report	\$ 500.00	Each Project
Laboratory Report Review Letter (Stamped)	\$ 750.00	Each



CQMS

--- Construction Quality Management Solutions, INC. ---

LABORATORY TESTING

SOIL AND AGGREGATE

CLASSIFICATION & PHYSICAL CHARACTERISTICS

ID	ASTM	CTM			
T101	D2937	CT212	Unit Weight	\$ 30.00	Each
T102	D4829		Expansion Index	\$ 125.00	Each
T103	C117, D1140		Finer than #200 Wash	\$ 50.00	Each
T104	D422, C136	CT202	Sieve Analysis- Coarse & Fine Including wash	\$ 150.00	Each
T105	D422, C136	CT202	Sieve Analysis- Coarse Aggregate	\$ 125.00	Each
T106	D422, C136	CT202	Sieve Analysis- Fine Including Wash	\$ 125.00	Each
T107	D422	CT203	Particle-Size Distribution - Sieve Analysis + Hydrometer Combined	\$ 200.00	Each
T108	D422	CT203	Hydrometer Analysis only	\$ 125.00	Each
T109	D4318	CT204	Atterberg Limits LL, PL, & PI of Soils	\$ 125.00	Each
T110	D2435	CT219	Consolidation (without Time Rate)	\$ 185.00	Each
T111	D2419	CT217	Sand Equivalent Value of Soil and Fine Aggregate (Set of Three)	\$ 100.00	Each Set
T112	C127	CT206	Specific Gravity and Absorption (Coarse Aggregate)	\$ 90.00	Each
T113	C127	CT206	Absorption Only, Coarse Aggregate	\$ 65.00	Each
T114	C128	CT207	Specific Gravity and Absorption (Fine Aggregate)	\$ 160.00	Each
T115	C128	CT207	Absorption Only, Fine Aggregate	\$ 90.00	Each
T116	AASHTO T100	CT209	Specific Gravity (Soil) by Hydrometer (Water Pycnometer)	\$ 140.00	Each
T117	D2216	CT226	Water Moisture Content	\$ 30.00	Each
T118	D3080		Direct Shear (3 Points)	\$ 250.00	Each
T119	D3080		Direct Shear Remolded sample (3 points)	\$ 300.00	Each
T120	D1557-A, B		Maximum Density 4 in. Mold Passing No.4 or 3/8 in. Sieve	\$ 150.00	Each
T121	D1557-C		Maximum Density 6 in. Mold Passing 3/4 in. Sieve	\$ 160.00	Each
T122	D2166	CT221	Unconfined Compressive Strength of Cohesive Soil	\$ 150.00	Each



CQMS

--- Construction Quality Management Solutions, INC. ---

SOIL AND AGGREGATE					
CLASSIFICATION & PHYSICAL CHARACTERISITICS					
ID	ASTM	CTM			
T123	D2844	CT301	R-Value, Untreated Material (3 Points)	\$ 300.00	Each
T124	D2844	CT301	R-Value, Treated Material	\$ 325.00	Each
T125	D4791	CT235	Flat and Elongated Particles	\$ 230.00	Each
T126	D3744	CT229	Durability Index (fine and coarse) in Aggregate	\$ 250.00	Each
T127	D3744	CT229	Durability Index (fine or coarse) in Aggregate	\$ 160.00	Each
T128	C142		Clay Lumps and Friable Particles in Aggregate	\$ 150.00	Each
T129	C40	CT213	Organic Impurities in Fine Aggregates for Concrete	\$ 70.00	Each
T130	D5821	CT205	Percentage of Crushed Particles	\$ 180.00	Each
SOIL AND AGGREGATE					
CLASSIFICATION & PHYSICAL CHARACTERISITICS					
ID	ASTM	CTM			
T131	C131	CT211	Los Angeles Rattler Test, (Abrasion up to 1-1/2")	\$ 230.00	Each
T132	C535	CT211	Los Angeles Rattler Test, (Abrasion Large-up to 2- 1/2")	\$ 270.00	Each
T133	C88	CT214	Sodium/Magnesium Sulfate Soundness of Aggregate, 5-cycles	\$ 340.00	Each
T134		CT216	Relative Compaction of Soils & Aggregates using California Impact Apparatus	\$ 200.00	Each
T135		CT227	Cleanness Value of Coarse Aggregate	\$ 190.00	Each
T136	D558		Moisture-Density Relations of Soil-Cement Mixtures	\$ 160.00	Each
T137	D1633-A		Compressive Strength of Molded Soil-Cement Cylinders using 4 in. Mold	\$ 45.00	Each
T138	D4546		One-Dimensional Swell or Collapse of Soils	\$ 120.00	Each
T139			Shelby Tube Cutting, Remolding or Trimming Specimens for testing	\$ 30.00	Each



CQMS

--- Construction Quality Management Solutions, INC. ---

CHEMICAL PROPERTIES OF SOILS					
ID	CTM				
T190	CT643		Resistivity	\$ 75.00	Each
T191	CT643		pH	\$ 50.00	Each
T192	CT417		Sulfate Content	\$ 65.00	Each
T193	CT422		Chloride Content	\$ 65.00	Each
T194	CT643		Corrosivity Series	\$ 200.00	Each
	CT417				
	CT422				
CONCRETE					
ID	ASTM	CTM			
T201	C39	CT521	Compression Tests, 6x12 and/or 4x8 Cylinders	\$ 30.00	Each
T202	C495		Compression, Lightweight Insulating Concrete	\$ 120.00	Each
T203	C42, C39		Concrete Cores Compression Test (excludes sampling)	\$ 50.00	Each
T204	C42		Drilling Cores from Shotcrete Panel (Lab)	\$ 110.00	Each
T205	C109	C515	Compression, 2"x2"x2" Cube Specimen	\$ 45.00	Each
T206	C496		Splitting Tensile Strength 6"x12" Cylinder	\$ 120.00	Each
T207	C78	CT523	Flexural Strength Test (6"x6"x21" Beam)	\$ 125.00	Each
T208	C157		Drying Shrinkage (Set of 3 bars, 4 readings, up to 90-days)	\$ 460.00	Each set
T209	C39		Unit Weight of Concrete Cylinders	\$ 50.00	Each
T210			Review Existing Mix Design	\$ 100.00	Each
MATERIALS TESTING					
ID	ASTM	CTM	UBC		
T301	D2216		7-6	Fireproofing Density Test	\$ 50.00
T302				Mechanically Spliced Reinforcing Tensile Test up to size No.11	\$ 300.00
T303	A416			Pre-Stress Still Strand (7 wire)	\$ 350.00
T304	A615, A706			Reinforcing Tensile or Bend Up to No.8	\$ 65.00
T305	A615, A706			Reinforcing Tensile or Bend No.9 to 11	\$ 90.00



CQMS

--- Construction Quality Management Solutions, INC. ---

MATERIALS TESTING					
ID	ASTM	CTM	UBC		
T306	A615, A706			Reinforcing Tensile or Bend No.11 to 14	\$ 205.00 Each
T307	N/A			Welding Procedure Review	\$ 100.00 Each
T308	F606			Anchor Bolts, Studs, or Threaded Rods Tensile Test under 100,000 lbf	\$ 200.00 Each
T309	F606, F3125			Bolt A325 or A490 Wedge Tensile and Hardness	\$ 115.00 Each
T310	F606, F3125			Bolt A325 or A490 Wedge Tensile up to 1-1/8" in diameter, and Hardness	\$ 165.00 Each
T311	F606, F3125			Bolt A325 or A490 Wedge Tensile up to 1-1/4" in diameter, and Hardness	\$ 180.00 Each
T312	F606, F3125			Bolt A325 or A490 Wedge Tensile up to 1-3/8" in diameter, and Hardness	\$ 190.00 Each
T313	F606, F3125			Bolt A325 or A490 Wedge Tensile up to 1-1/2" in diameter, and Hardness	\$ 210.00 Each
T314	F606, A194			Nut - Hardness and Proof Load under 100,000 lbf	\$ 55.00 Each
T315	F606, A194			Nut- Hardness and Proof Load Test 100,000- 120,000 lbf	\$ 65.00 Each
T316	F436			Washer- Hardness	\$ 40.00 Each
HOT MIX ASPHALT TESTING					
ID	ASTM	CTM			
T401	D1561	CT304		Laboratory Test Maximum Density (LTMD), Hveem	\$ 280.00 Each
T402	D1560	CT304, CT366		Stabilometer Value	\$ 275.00 Each
T403		CT305		Stability - Swell	\$ 220.00 Each
T404		CT308		Specific Gravity & Density of Core	\$ 80.00 Each
T405	D2041	CT309		Theoretical Maximum Specific Gravity & Density (Rice)	\$ 200.00 Each
T406		CT370		Moisture Content by Microwave Oven	\$ 60.00 Each
T407	D5444	CT202		Sieve Analysis of Extracted Aggregate Sample	\$ 150.00 Each
T408	C136	CT202		Sieve Analysis of Bin Aggregate Sample, each	\$ 60.00 Each
T409	C136	CT202		Sieve Analysis of Combined Aggregate Sample	\$ 200.00 Each
T410	D6307	CT382		Asphalt Content by Ignition Oven (Bitumen Content)	\$ 170.00 Each
T411	D6307	CT382		Asphalt Content by Ignition Oven (Correction Factor)	\$ 240.00 Each



CQMS

--- Construction Quality Management Solutions, INC. ---

HOT MIX ASPHALT TESTING						
ID	ASTM	CTM				
T412	D1188	CT308	Unit Weight – Coated, Molded Specimen or Cores	\$	80.00	Each
T413	D2726, D6926		Compacted Maximum Density – MARSHALL	\$	220.00	Each
T414	D2172		Extraction, % Asphalt (Reflux) including wash and solvent charge	\$	390.00	Each
MASONRY TESTING						
ID	ASTM	UBC				
T501	C140		Compression Test of CMU Block (gross)	\$	55.00	Each
T502	C140		Absorption & Moisture Content	\$	50.00	Each
T503	C426		Linear Shrinkage	\$	195.00	Each
T504	C140		Unit Weight	\$	60.00	Each
T505	C140		Dimensional Measurements	\$	40.00	Each
T506	C140		Compression Test of Masonry Core	\$	60.00	Each
T507	C39, C780	21-16	Compression Test of 2" x 4" Mortar Cylinder	\$	28.00	Each
T508	C1314	21-17	Compression Test of Composite Prism	\$	200.00	Each
T509	C1019	21-18	Compression Test of 3" x 3" x 6" Grout	\$	45.00	Each
T510	CBC 2105A.4		Shear on Masonry Cores, 2 Faces, 6" or 8" Cores	\$	125.00	Each

Schedule of Fees for Laboratory Testing

SOILS

Atterberg Limits, D 4318, CT 204	\$ 170
California Bearing Ratio (CBR), D 1883	\$ 550
Chloride and Sulfate Content, CT 417 & CT 422	\$ 175
Consolidation, D 2435, CT 219	\$ 300
Consolidation, Hydro-Collapse only, D 2435	\$ 150
Consolidation – Time Rate, D 2435, CT 219	\$ 200
Direct Shear – Remolded, D 3080	\$ 350
Direct Shear – Undisturbed, D 3080	\$ 300
Durability Index, CT 229	\$ 175
Expansion Index, D 4829, IBC 18-3	\$ 190
Expansion Potential (Method A), D 4546	\$ 170
Geofabric Tensile and Elongation Test, D 4632	\$ 200
Hydraulic Conductivity, D 5084	\$ 350
Hydrometer Analysis, D 6913, CT 203	\$ 220
Moisture, Ash, & Organic Matter of Peat/Organic Soils	\$ 120
Moisture Only, D 2216, CT 226	\$ 35
Moisture and Density, D 2937	\$ 45
Permeability, CH, D 2434, CT 220	\$ 300
pH and Resistivity, CT 643	\$ 175
Proctor Density D1557, D 698, CT 216, AASHTO T-180	\$ 220
Proctor Density with Rock Correction D 1557	\$ 340
R-value, D 2844, CT 301	\$ 375
Sand Equivalent, D 2419, CT 217	\$ 125
Sieve Analysis, D 6913, CT 202	\$ 145
Sieve Analysis, 200 Wash, D 1140, CT 202	\$ 100
Specific Gravity, D 854	\$ 125
Thermal Resistivity (ASTM 5334, IEEE 442)	\$ 925
Triaxial Shear, C.D, D 4767, T 297	\$ 550
Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt	\$ 450
Triaxial Shear, C.U., w/o pore pressure, D 4767, T 2297 per pt	\$ 350
Triaxial Shear, U.U., D 2850	\$ 250
Unconfined Compression, D 2166, T 208	\$ 180

MASONRY

Brick Absorption, 24-hour submersion, 5-hr boiling, 7-day, C 67	\$ 70
Brick Compression Test, C 67	\$ 55
Brick Efflorescence, C 67	\$ 55
Brick Modulus of Rupture, C 67	\$ 50
Brick Moisture as received, C 67	\$ 45
Brick Saturation Coefficient, C 67	\$ 60
Concrete Block Compression Test, 8x8x16, C 140	\$ 70
Concrete Block Conformance Package, C 90	\$ 500
Concrete Block Linear Shrinkage, C 426	\$ 200
Concrete Block Unit Weight and Absorption, C 140	\$ 70
Cores, Compression or Shear Bond, CA Code	\$ 70
Masonry Grout, 3x3x6 prism compression, C 39	\$ 45
Masonry Mortar, 2x2 cube compression, C 109	\$ 35
Masonry Prism, half size, compression, C 1019	\$ 120
Masonry Prism, Full size, compression, C 1019	\$ 200

REINFORCING AND STRUCTURAL STEEL

Chemical Analysis, A 36, A 615	\$ 135
Fireproofing Density Test, UBC 7-6	\$ 90
Hardness Test, Rockwell, A 370	\$ 80
High Strength Bolt, Nut & Washer Conformance, per assembly, A 325	\$ 150
Mechanically Spliced Reinforcing Tensile Test, ACI	\$ 175
Pre-Stress Strand (7 wire), A 416	\$ 170
Reinforcing Tensile or Bend up to No. 11, A 615 & A 706	\$ 75
Structural Steel Tensile Test: Up to 200,000 lbs., A 370	\$ 90
Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI	\$ 80

CONCRETE

Compression Tests, 6x12 Cylinder, C 39	\$ 35
Concrete Mix Design Review, Job Spec	\$ 300
Concrete Mix Design, per Trial Batch, 6 cylinder, ACI	\$ 850
Concrete Cores, Compression (excludes sampling), C 42	\$ 120
Drying Shrinkage, C 157	\$ 400
Flexural Test, C 78	\$ 85
Flexural Test, C 293	\$ 85
Flexural Test, CT 523	\$ 95
Gunite/Shotcrete, Panels, 3 cut cores per panel and test, ACI	\$ 275
Lightweight Concrete Fill, Compression, C 495	\$ 80
Petrographic Analysis, C 856	\$ 2,000
Restrained Expansion of Shrinkage Compensation	\$ 450
Splitting Tensile Strength, C 496	\$ 100
3x6 Grout, (CLSM), C 39	\$ 55
2x2x2 Non-Shrink Grout, C 109	\$ 55

ASPHALT

Air Voids, T 269	\$ 85
Asphalt Mix Design, Caltrans (incl. Aggregate Quality)	\$ 4,500
Asphalt Mix Design Review, Job Spec	\$ 180
Dust Proportioning, CT LP-4	\$ 85
Extraction, % Asphalt, including Gradation, D 2172, CT 382	\$ 250
Extraction, % Asphalt without Gradation, D 2172, CT 382	\$ 150
Film Stripping, CT 302	\$ 120
Hveem Stability and Unit Weight D 1560, T 246, CT 366	\$ 225
Marshall Stability, Flow and Unit Weight, T 245	\$ 240
Maximum Theoretical Unit Weight, D 2041, CT 309	\$ 150
Moisture Content, CT 370	\$ 95
Moisture Susceptibility and Tensile Stress Ratio, T 238, CT 371	\$ 1,000
Slurry Wet Track Abrasion, D 3910	\$ 150
Superpave, Asphalt Mix Verification (incl. Aggregate Quality)	\$ 4,900
Superpave, Gyration Unit Wt., T 312	\$ 100
Superpave, Hamburg Wheel, 20,000 passes, T 324	\$ 1,000
Unit Weight sample or core, D 2726, CT 308	\$ 100
Voids in Mineral Aggregate, (VMA) CT LP-2	\$ 90
Voids filled with Asphalt, (VFA) CT LP-3	\$ 90
Wax Density, D 1188	\$ 140

AGGREGATES

Clay Lumps and Friable Particles, C 142	\$ 180
Cleaness Value, CT 227	\$ 180
Crushed Particles, CT 205	\$ 175
Durability, Coarse or Fine, CT 229	\$ 205
Fine Aggregate Angularity, ASTM C 1252, T 304, CT 234	\$ 180
Flat and Elongated Particle, D 4791	\$ 220
Lightweight Particles, C 123	\$ 180
Los Angeles Abrasion, C 131 or C 535	\$ 200
Material Finer than No. 200 Sieve by Washing, C 117	\$ 90
Organic Impurities, C 40	\$ 90
Potential Alkali Reactivity, Mortar Bar Method, Coarse, C 1260	\$ 1,250
Potential Alkali Reactivity, Mortar Bar Method, Fine, C 1260	\$ 950
Potential Reactivity of Aggregate (Chemical Method), C 289	\$ 475
Sand Equivalent, T 176, CT 217	\$ 125
Sieve Analysis, Coarse Aggregate, T 27, C 136	\$ 120
Sieve Analysis, Fine Aggregate (including wash), T 27, C 136	\$ 145
Sodium Sulfate Soundness, C 88	\$ 450
Specific Gravity and Absorption, Coarse, C 127, CT 206	\$ 115
Specific Gravity and Absorption, Fine, C 128, CT 207	\$ 175

ROOFING

Roofing Tile Absorption, (set of 5), C 67	\$ 250
Roofing Tile Strength Test, (set of 5), C 67	\$ 250

Special preparation of standard test specimens will be charged at the technician's hourly rate.
 Ninyo & Moore is accredited to perform the AASHTO equivalent of many ASTM test procedures.



ORANGE COAST ANALYTICAL, INC.
 3002 Dow, Suite 532, Tustin, CA 92780 • (714) 832-0064 • Fax (714) 832-0067
 4620 E. Elwood, Suite 4, Phoenix, AZ 85040 • (480) 736-0960 • Fax (480) 736-0970

Price List - Harris & Associates
 Blanket Pricing Agreement
 Effective January 2024

Solid Waste Analysis	Method	Unit Cost
<u>Metals</u> (All prices include prep)		
Individual ICP Metal	EPA 6010B	\$25.00
Individual ICP-MS Metal	EPA 6020	\$25.00
Mercury	EPA 7471A	\$36.00
RCRA Metals (8)	EPA 6010B / 7471A	\$100.00
CAM Metals (17)	EPA 6010B / 7471A	\$125.00
<u>Volatiles</u>		
Volatile Organic Compounds by GC/MS	EPA 8260B	\$100.00
Volatile Organic Compounds w/ fuel oxygenates by GC/MS	EPA 8260B	\$100.00
Volatile Fuel Hydrocarbons/Gasoline Range Organics	EPA 8015B	\$45.00
<u>Semi-Volatiles</u>		
Total Petroleum Hydrocarbons (DRO/ORO) - C10-C36	EPA 8015	\$45.00
Total Petroleum Hydrocarbons (DRO/ORO) - C10-C44	EPA 8015	\$50.00
Total Petroleum Hydrocarbons - CCID (DRO/ORO) - C10-C36	EPA 8015	\$45.00
Total Petroleum Hydrocarbons - CCID (DRO/ORO) - C10-C44	EPA 8015	\$50.00
Polynuclear Aromatic Hydrocarbons by HPLC	EPA 8310	\$120.00
Polynuclear Aromatic Hydrocarbons by GC/MS	EPA 8270 SIM	\$140.00
Semi-Volatile Organic Compounds by GC/MS	EPA 8270C	\$200.00
Semi-Volatile Organic Compounds by GC/MS (w/ 1,4-Dioxane)	EPA 8270C	\$225.00
Chlorinated Herbicides	EPA 8151A	\$235.00
Organochlorinated Pesticides	EPA 8081A	\$100.00
Polychlorinated Biphenyls (PCBs)	EPA 8082	\$100.00
<u>Inorganics and Other</u> (Please call your PM for Additional Inorganic Capabilities)		
pH	EPA 9045D	\$25.00
Paint Filter	EPA 9095A	\$30.00
Ignitability	EPA 1010	\$93.00
Cyanide, Total	EPA 9012 / 9014	\$57.00
Cyanide, Amenable	EPA 9012 / 9014	\$57.00
Water Analysis	Method	Unit Cost
<u>Dissolved Metals</u>		
Individual ICP Metal	EPA 200.7 / 6010B	\$25.00
Individual ICP-MS Metal	EPA 200.8	\$25.00
Mercury	EPA 7471A	\$36.00
RCRA Metals (8)	EPA 6010B / 7470A	\$90.00
CAM Metals (17)	EPA 6010B / 7470A	\$125.00
Hexavalent Chromium	EPA 218.6	\$90.00
Lab filtration for Dissolved Metals		\$30.00
<u>Total Metals</u>		
Individual ICP Metal	EPA 200.7 / 6010B	\$25.00
Individual ICP-MS Metal	EPA 200.8	\$25.00
Mercury	EPA 7470A	\$36.00
RCRA Metals (8)	EPA 6010B / 7470A	\$100.00
CAM Metals (17)	EPA 6010B / 7470A	\$125.00
Hexavalent Chromium	EPA 218.6	\$90.00
<u>Volatiles</u>		
Volatile Organic Compounds by GC/MS	EPA 8260B	\$100.00
Volatile Organic Compounds w/ fuel oxygenates by GC/MS	EPA 8260B	\$100.00
Methane / Ethane / Ethene	RSK-175	\$150.00
Volatile Fuel Hydrocarbons/Gasoline Range Organics	EPA 8015B	\$45.00
<u>Semi-Volatiles</u>		
Total Petroleum Hydrocarbons (DRO/ORO) - C10-C36	EPA 8015	\$45.00
Total Petroleum Hydrocarbons (DRO/ORO) - C10-C44	EPA 8015	\$50.00
Total Petroleum Hydrocarbons - CCID (DRO/ORO) - C10-C36	EPA 8015	\$45.00
Total Petroleum Hydrocarbons - CCID - (DRO/ORO) - C10-C44	EPA 8015	\$50.00
Polynuclear Aromatic Hydrocarbons by HPLC	EPA 8310	\$120.00
Polynuclear Aromatic Hydrocarbons by GC/MS	EPA 8270 SIM	\$140.00
Semi-Volatile Organic Compounds by GC/MS	EPA 8270C	\$200.00
Semi-Volatile Organic Compounds by GC/MS (w/ 1,4-Dioxane)	EPA 8270C	\$225.00
Chlorinated Herbicides	EPA 8151A	\$235.00
Organochlorinated Pesticides	EPA 8081A	\$100.00
Polychlorinated Biphenyls (PCBs)	EPA 8082	\$100.00
<u>Inorganics and Other</u> (Please call your PM for Additional Inorganic Capabilities)		
Alkalinity, Total	SM 2320B	\$30.00
Ammonia	EPA 350.1	\$31.50
Biochemical Oxygen Demand (BOD)	SM 5210 B	\$57.00

Boron	EPA 200.7	\$31.00
Chemical Oxygen Demand	EPA 410.4	\$46.00
Hardness (Calculation)	EPA 200.8	\$46.00
Total Kjeldahl Nitrogen	EPA 351.2	\$51.00
Phosphorus	EPA 200.7	\$31.00
Turbidity	EPA 180.1	\$25.00
Individual Anion by IC (Nitrate, Nitrite, Sulfate, Phosphate, Chloride, Fluoride, Bromide)	EPA 300.0	\$35.00
pH	EPA 150.1	\$25.00
Flashpoint	EPA 1010	\$80.00
Cyanide, Total	SM 4500-CN CE	\$57.00
Cyanide, Amenable	SM 4500-CN G	\$57.00
Sulfide, Total	SM 4500-S D	\$52.00
Total Suspended Solids	SM 2540 D	\$31.00
Total Dissolved Solids	SM 2540 C	\$31.00
Total Settleable Solids	SM 2540 F	\$35.00
Conductivity	EPA 120.1	\$21.00
Oil & Grease	SM 5520 B	\$88.00
Sufactants	SM 5540 C	\$51.00

Air Analysis	Method	Unit Cost
Volatile Organic Compounds by GC/MS	EPA 8260B	\$120.00
Volatile Organic Compounds by GC/MS (Flow Controllers & 1L Summa Canisters Included)	TO-15*	\$250.00
Volatile Organic Compounds / Volatile Fuel Hydrocarbons by GC/MS	EPA 8260B	\$150.00
Volatile Organic Compounds / VFH by GC/MS (Flow Controllers & 1L Summa Canisters Included)	TO-15*	\$300.00

Toxicity & Leachability Extractions	Method	Unit Cost
TCLP - Extraction Only (for eventual Metals analysis)	EPA 1311	\$52.00
TCLP - Extraction Only - ZHE (for eventual SVOCs or VOCs analysis)	EPA 1311	\$62.00
SPLP - Extraction Only (for eventual Metals analysis)	EPA 1312	\$52.00
SPLP - Extraction Only - ZHE (for eventual SVOCs or VOCs analysis)	EPA 1312	\$62.00
STLC - Extraction Only (for eventual Metals analysis)	CA WET	\$52.00
STLC - Extraction Only - ZHE (for eventual SVOCs or VOCs analysis)	CA WET	\$62.00

Turn Around Time Surcharges (Surcharges may be significantly reduced based on Laboratory capacity)		
Same Day TAT	200%	Surcharge
24 hour TAT	100%	Surcharge
48 Hour TAT	75%	Surcharge
72 Hour TAT	50%	Surcharge
4 Day TAT	25%	Surcharge
5 Day TAT		Standard

Additional Service & Supplies		
Electronic Data Deliverables - Standard Laboratory Format (Excel)	0%	Surcharge
Electronic Data Deliverables - GeoTracker	0%	Surcharge
Electronic Data Deliverables - EQUIS	5%	Surcharge
Electronic Data Deliverables - Client Specific Format	\$500	One-Time Setup Fee
Level III QC Package	10%	Surcharge
Level IV QC Package	15%	Surcharge

* Analysis will be subcontracted to an outside laboratory. Standard TAT & Rush TAT surcharges may differ from what is published in this price list.

Conditions applying to this Price List:

- All prices are negotiable. Ninyo & Moore project managers are strongly encouraged to contact OCA for a project specific price quote for cost competitive projects when an analysis scope is available.
- Any pricing and/or terms included in a project specific / on-going contract specific price list will supercede the information in this price list.
- This list of analytes and analyses is not comprehensive as the services offered by OCA are contantly increasing. Please contact OCA if a specific analyte in your scope is not listed on this price list.

- If deemed necessary, this increase would occur on January 1st of the new calendar year. A new price list will be provided upon request.

Analysis	Method	Cost
Volatiles Full List	EPA 8260B	\$90.00
BTEX + Oxygenates	EPA 8260B	\$90.00
TPH-GRO/ LUFT Gasoline	EPA 8015B(M)	\$30.00
1,4-Dioxane (GC/MS-SIM)	EPA 8260B	\$90.00
EPA 5035 Kits (5grams)	EPA 5035	\$18.00
TEPH DRO/ LUFT Diesel	EPA 8015B(M)	\$50.00
TEPH ORO	EPA 8015B	\$50.00
TEPH DRO/ORO	EPA 8015B	\$70.00
TEPH Carbon Chain C7-C40	EPA 8015B(M)	\$70.00
Title 22 Metals with mercury	EPA 6010B/7471A/7470A	\$90.00
RCRA Metals (8)	EPA 6010B/7471A/7470A	\$65.00
Single Element	EPA 6010B	\$18.00
Mercury	EPA 7470A/7471A	\$30.00
Moisture	ASTM D2216	\$30.00
STLC Metals Extraction	WET	\$60.00
TCLP Metals Extraction	EPA 1311	\$60.00
pH	EPA 9045C	\$20.00
Pesticides	EPA 8081A	\$100.00
PCBs	EPA 8082	\$95.00
PAHs	EPA 8270(SIM)	\$150.00
1,4-Dioxane	EPA 8270 (SIM-Isotope Dilution)	\$110.00
SVOCs	EPA 8270E	\$180.00

Please call if methods needed are not on the list.

RUSH Surcharges	Percentage
24 Hours	100%
48 hours	50%
72 hours	25%

Samples will be retained for 60 calendar days. Fees for sample storage beyond the 60 days are \$5 per sample per month. Disposal fees for unanalyzed samples (non-RCRA) are \$15.00 per sample.

If oil or fuel samples are analyzed, client must take the samples back or pay \$50 per sample for disposal.

Signal Hill Lab receiving hours: Monday – Friday 8:30 AM- 6:00 PM

	TBD
	TBD
	TBD
	TBD
	TBD
	TBD
	TBD
	TBD
	TBD
	TBD

e industries and supported with appropriate documentation.

ct cost pool or in the overhead rate.

ce).

ost.

tate Department of Personnel Administration rules.

stual costs for company vehicles. In addition,

lard procedure for all of their contracts and that they

es.

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

CONSULTANT REQUIREMENTS

TABLE OF CONTENTS

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

II. Nondiscrimination in Contracting Ordinance2

III. Equal Employment Opportunity Outreach Program2

IV. Disadvantaged Business Enterprise (DBE) Requirements3

V. Maintaining Participation Levels5

VI. Definitions6

VII. Certification.....7

VIII. List of Attachments.....8

 AA. Disclosure of Discrimination Complaints9

 BB. Work Force Report.....10

 CC. Subcontractors List.....14

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

 EE. Summary of Subconsultant Proposals Received (Form AA62)..... 16

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

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

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

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

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

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

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

- II. Nondiscrimination in Contracting Ordinance.** All Consultants doing business with the City, and their Subcontractors, must comply with requirements of the City's *Nondiscrimination in Contracting Ordinance*, San Diego Municipal Code Sections 22.3501 through 22.3517.
- A. Disclosure of Discrimination Complaints (Attachment AA). As part of its bid or proposal, Consultant shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Consultant in a legal or administrative proceeding alleging that Consultant discriminated against its employees, Subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.
- B. Contract Language. The following language shall be included in contracts for City projects between the Consultant and any Subcontractors, vendors, and suppliers:
- Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, or suppliers. Consultant shall provide equal opportunity for Subcontractors to participate in opportunities. Consultant understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions.
- C. Contract Disclosure Requirements. Upon the City's request, Consultant agrees to provide to the City, within sixty (60) calendar days, a truthful and complete list of the names of all Subcontractors, vendors, and suppliers that Consultant has used in the past five (5) years on any of its contracts that were undertaken within County of San Diego, including the total dollar amount paid by Consultant for each subcontract or supply contract. Consultant further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance, Municipal Code Sections 22.3501 through 22.3517. Consultant understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in remedies being ordered against the Consultant up to and including contract termination, debarment and other sanctions.
- III. Equal Employment Opportunity Outreach Program.** Consultants shall comply with requirements of San Diego Municipal Code Sections 22.2701 through 22.2707. Consultants shall submit with their proposal a Work Force Report for approval by the Program Manager of the City of San Diego Equal Opportunity Contracting Program (EOCP).
- A. Nondiscrimination in Employment. Consultant shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Consultants shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Consultant liable for any discriminatory practice of its subcontractors.
- B. Work Force Report. If based on a review of the Work Force Report (Attachment BB) submitted an EOCP staff Work Force Analysis determines there are under representations when compared to County Labor Force Availability data, then the Consultant will also be required to submit an Equal Employment Opportunity (EEO) Plan to the Program Manager of the City of San Diego Equal Opportunity Contracting Program (EOCP) for approval.

- C. Equal Employment Opportunity Plan. If an Equal Employment Opportunity Plan is required, the Program Manager of EOCP will provide a list of plan requirements to Consultant.

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

A. Good Faith Efforts:

1. The Proposer shall demonstrate that efforts were made to attract DBEs on this contract. The Good Faith effort requires the Proposer and any subcontractors to take the steps listed below to assure that DBEs are used whenever possible as sources of supplies, construction, equipment, or services, even if the Proposer has achieved its fair share objectives.
2. The Six Affirmative Steps are:
 - i. Ensure DBEs are made aware of contracting opportunities to the fullest extent practical through outreach and recruitment activities. For Tribal, State, and Local Government Recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
 - ii. Make information on forthcoming opportunities available to DBEs. Posting solicitations for bids or proposals for a minimum of 30 calendar days in a local newspaper, before the proposal due date.
 - iii. Consider in the contracting process whether firms competing for large contracts should subcontract with DBEs. This will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process. Include with the GFE documentation a completed form AA61 (Attachment DD), “List of Work Made Available.”
 - iv. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
 - v. Use the services and assistance of the U.S. Small Business Administration (SBA) and the Minority Business Development Agency (MBDA) of the Department of Commerce. See DBE Potential Resources for additional information.
 - vi. If the Proposer awards subcontracts, the Proposer shall take the steps in (1) through (5) above.
3. The following forms must be completed and submitted with the proposal:
 - i. Attachment HH - SWRCB Form 4500-3: DBE Subcontractor Performance Form
 - ii. Attachment II - SWCRB Form 4500-4: DBE Subcontractor Utilization Form

4. The following forms must be completed and submitted with GFE documentation:
 - i. List of Services Made Available (Form AA61)
 - ii. Summary of Subconsultants Proposals Received (Form AA62)
 - iii. Good Faith Effort List of Subcontractors Solicited (Form AA63)

5. The Proposer shall provide Attachment GG - SWRCB Form 4500-2: DBE Subcontractor Participation Form to all DBE subcontractors prior to the award of any contract. DBE subcontractors will utilize this form to describe work received and/or report any concerns regarding the project. Form can be submitted to the DBE coordinator at any time during the project period of performance.

B. DBE Potential Resource Centers:

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

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

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

EXHIBIT D

Name and Address	Telephone and Web Site
San Francisco, CA 94105	Bid Notification: https://catalog.data.gov/dataset/subcontracting-network-subnet-system
RE: Minority Enterprise Development Offices	(415) 744-7415
U.S. Department of Commerce	Bid Notification:
Minority Business Development Agency	http://www.mbda.gov ³
555 Montgomery Street	RE: Business Development Centers
San Francisco, CA 94111	

State Agencies (must be contacted):

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

Notes:

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

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

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

V. Maintaining Participation Levels.

- ii. Consultants are required to achieve and maintain the DBE participation levels throughout the duration of the goods, services, or consultant contract.
- iii. If the City modifies the original specifications, the Consultant shall make reasonable efforts to maintain the DBE participation based on commitment levels made in the original proposal. The City must approve in writing the reduction in DBE participation levels.
- iv. The Consultant shall notify and obtain written approval from the City in advance of any reduction in subcontract scope, termination, or substitution for a designated DBE subcontractor.
- v. Consultant's failure to maintain DBE participation levels as specified in the goods, services, or consultant contract shall constitute a default and grounds for debarment under Chapter 2, Article 2, Division 8, of the San Diego Municipal Code.

VI. Definitions.

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

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

Disadvantaged Business Enterprise (DBE): a certified business that is (1) at least fifty-one (51%) owned by socially and economically Disadvantaged Individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more socially and economically Disadvantaged Individuals; and (2) whose daily business operations are managed and directed by one or more socially and economically disadvantaged owners. Disadvantaged Individuals include Black

Americans, Hispanic Americans, Asian Americans, and other minorities, or individual found to be disadvantaged by the Small Business Administration pursuant to Section 8 of the Small Business Reauthorization Act.

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

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

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

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

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

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

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

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

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

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

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

VII. Certifications.

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

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

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

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

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

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

Subcontractors' valid proof of certification status e.g., copy of MBE, WBE, DBE, or DVBE certification must be submitted with RFP.

VIII. List of Attachments.

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

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
9/1/2022	Fresno County Superior Court	Wrongful Termination	Y	Pending	Allegations disputed, litigation ongoing

Consultant Name Harris & Associates, Inc

Certified By Annette Phillips Title VP, People + Technology Operations
 Name
Annette Phillips Date September 11, 2023
 Signature

USE ADDITIONAL FORMS AS NECESSARY



EQUAL OPPORTUNITY CONTRACTING (EOC)

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

WORK FORCE REPORT

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

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

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

Name of Company: Harris & Associates, Inc

ADA/DBA: None

Address (Corporate Headquarters, where applicable): 1401 Willow Pass Road, Suite 500

City: Concord County: Contra Costa State: CA zip: 94520

Telephone Number: 925.827.4900 Fax Number: 866.356.0998

Name of Company CEO: Steve Winchester

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

Address: 600 B Street, Suite 20000

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

Telephone Number: 619.236.1778 Fax Number: 866.785.0180 Email: hr@weareharris.com

Type of Business: Professional Services Type of License: N/A

The Company has appointed: Annette Phillips

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: 1401 Willow Pass Road, Suite 500, Concord, CA 94520

Telephone Number: 925.359.9192 Fax Number: 866.356.0998 Email: annette.phillips@weareharris.com

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

Check the box above that applies to this WFR.

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

I, the undersigned representative of Harris & Associates, Inc
(Firm Name)

Contra Costa, California hereby certify that information provided
(County) (State)

herein is true and correct. This document was executed on this 11th day of September, 2023

(Authorized Signature)

Tanya Chong
(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: Harris & Associates, Inc

DATE: September 11, 2023

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

COUNTY: San Diego

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

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

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	0	3	2	3	2	0	0	1	0	15	8	0	0
Professional	0	0	0	2	0	0	0	0	0	0	3	6	0	3
A&E, Science, Computer	0	0	2	2	0	0	0	0	0	0	1	0	1	0
Technical	0	0	0	0	1	0	0	0	0	0	0	0	0	0
Sales	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Administrative Support	0	0	0	1	0	0	0	0	0	0	0	1	0	1
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	1	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	0	5	7	4	2	0	0	1	0	20	15	1	4
--------------------	---	---	---	---	---	---	---	---	---	---	----	----	---	---

Grand Total All Employees	61
---------------------------	----

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

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

Non-Profit Organizations Only:

Board of Directors													
Volunteers													
Artists													

EQUAL OPPORTUNITY CONTRACTING (EOC)

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

WORK FORCE REPORT

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

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

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

Name of Company: Harris & Associates, Inc

ADA/DBA: None

Address (Corporate Headquarters, where applicable): 1401 Willow Pass Road, Suite 500

City: Concord County: Contra Costa State: CA Zip: 94520

Telephone Number: 925.827.4900 Fax Number: 866.356.0998

Name of Company CEO: Steve Winchester

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

Address: 600 B Street, Suite 20000

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

Telephone Number: 619.236.1778 Fax Number: 866.785.0180 Email: hr@weareharris.com

Type of Business: Professional Services Type of License: N/A

The Company has appointed: Annette Phillips

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: 1401 Willow Pass Road, Suite 500, Concord, CA 94520

Telephone Number: 925.359.9192 Fax Number: 866.356.0998 Email: annette.phillips@weareharris.com

- 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 Harris & Associates, Inc

(Firm Name)

Contra Costa, California hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 11th day of September, 2023



(Authorized Signature)

Tanya Chong

(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: Harris & Associates, Inc DATE: September 11, 2023
 OFFICE(S) or BRANCH(ES): All Offices COUNTY: All Counties

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	4	3	13	12	13	11	0	0	1	1	46	32	4	3
Professional	0	0	1	4	0	0	0	0	0	0	7	7	0	3
A&E, Science, Computer	1	0	7	6	6	6	0	0	0	0	11	1	2	0
Technical	0	0	0	2	1	1	0	0	0	0	3	0	1	1
Sales	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Administrative Support	0	1	3	5	4	4	0	0	0	0	0	10	0	2
Services	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Crafts	0	0	0	4	1	1	0	0	0	0	11	3	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	5	4	24	33	25	23	0	0	1	1	78	53	7	9
--------------------	---	---	----	----	----	----	---	---	---	---	----	----	---	---

Grand Total All Employees 263

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

Disabled	0	0	1	3	1	0	0	0	0	0	4	1	1	0
----------	---	---	---	---	---	---	---	---	---	---	---	---	---	---

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

EQUAL OPPORTUNITY CONTRACTING (EOC)

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

WORK FORCE REPORT

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

NO OTHER FORMS WILL BE ACCEPTED

CONTRACTOR IDENTIFICATION

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

Name of Company: Harris & Associates, Inc

ADA/DBA: None

Address (Corporate Headquarters, where applicable): 1401 Willow Pass Road, Suite 500

City: Concord County: Contra Costa State: CA Zip: 94520

Telephone Number: 925.827.4900 Fax Number: 866.356.0998

Name of Company CEO: Steve Winchester

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

Address: 600 B Street, Suite 20000

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

Telephone Number: 619.236.1778 Fax Number: 866.785.0180 Email: hr@weareharris.com

Type of Business: Professional Services Type of License: N/A

The Company has appointed: Annette Phillips

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: 1401 Willow Pass Road, Suite 500, Concord, CA 94520

Telephone Number: 925.359.9192 Fax Number: 866.356.0998 Email: annette.phillips@weareharris.com

- 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 Harris & Associates, Inc

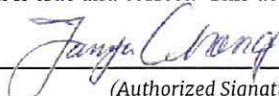
(Firm Name)

Contra Costa, California hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 11th day of September, 2023



(Authorized Signature)

Tanya Chong

(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: Harris & Associates, Inc

DATE: September 11, 2023

OFFICE(S) or BRANCH(ES): Irvine

COUNTY: Orange

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

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	1	2	6	5	5	0	0	0	0	9	5	1	1
Professional	0	0	0	0	0	0	0	0	0	0	2	0	0	0
A&E, Science, Computer	0	0	0	2	1	3	0	0	0	0	3	0	0	0
Technical	0	0	0	2	0	0	0	0	0	0	0	0	0	1
Sales	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Administrative Support	0	0	0	0	0	1	0	0	0	0	0	0	0	1
Services	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Crafts	0	0	2	0	1	0	0	0	0	0	1	1	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	1	4	10	7	9	0	0	0	0	15	6	1	3
--------------------	---	---	---	----	---	---	---	---	---	---	----	---	---	---

Grand Total All Employees	58
---------------------------	-----------

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

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

Non-Profit Organizations Only:

Board of Directors															
Volunteers															
Artists															

EQUAL OPPORTUNITY CONTRACTING (EOC)

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

WORK FORCE REPORT

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

NO OTHER FORMS WILL BE ACCEPTED

CONTRACTOR IDENTIFICATION

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

Name of Company: Harris & Associates, Inc

ADA/DBA: None

Address (Corporate Headquarters, where applicable): 1401 Willow Pass Road, Suite 500

City: Concord County: Contra Costa State: CA Zip: 94520

Telephone Number: 925.827.4900 Fax Number: 866.356.0998

Name of Company CEO: Steve Winchester

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

Address: 600 B Street, Suite 20000

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

Telephone Number: 619.236.1778 Fax Number: 866.785.0180 Email: hr@weareharris.com

Type of Business: Professional Services Type of License: N/A

The Company has appointed: Annette Phillips

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

Address: 1401 Willow Pass Road, Suite 500, Concord, CA 94520

Telephone Number: 925.359.9192 Fax Number: 866.356.0998 Email: annette.phillips@weareharris.com

- 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 Harris & Associates, Inc

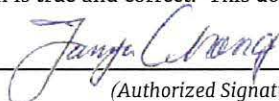
(Firm Name)

Contra Costa, California hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 11th day of September, 2023



(Authorized Signature)

Tanya Chong

(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: Harris & Associates, Inc

DATE: September 11, 2023

OFFICE(S) or BRANCH(ES): Los Angeles

COUNTY: Los Angeles

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

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

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

Grand Total All Employees	10
---------------------------	-----------

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

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

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

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**
AB Engineering, Inc. | 6250 Camino del Pajaro 9145, Rancho Santa Fe, CA 92067	Civil & Storm Drain Inspection	TBD	SLBE, SBE	City of San Francisco, DGS
Allied Geotechnical Engineers, Inc. | 9500 Cuyamaca Street, Suite 102, Santee, CA 92071	Soils & Materials Testing	1.5%	SLBE, MBE, DBE, SBE	City of San Diego, CPUC, CUCP (LACMTA), DGS
Argo Performance, Ltd | 307 Laurel Street, San Diego, CA 92101	Instrumentation Inspection	1%	ELBE, MBE, SBE	City of San Francisco, CPUC, DGS
Atlas Technical Consultants, LLC | 6280 Riverdale Street, San Diego, CA 92120	Specialties Inspection, Soils & Materials Testing and Field Surveying	TBD	OBE	N/A
Belcourt Engineering Group, LLC | PO Box 910104, San Diego, CA 92191	Civil & Storm Drain Inspection, Mechanical Inspections	TBD	SLBE, SBE	N/A
Coast Surveying, Inc. | 15031 Parkway Loop, Suite B, Tustin, CA 92780	Land Surveying	1%	DBE, SBE	CUCP (LACMTA), DGS
Construction Quality Management Solutions | 14252 Culver Drive, A-296, Irvine, CA 92604	Soils & Materials Testing and Field Surveying, Coast Estimating, Administrative Services	1%	DBE, SBE	CUCP (LACMTA), LACMTA
CPM Partners, Inc. | 535 Encinitas Blvd, Suite 114, Encinitas, CA 92024	Civil & Storm Drain Inspection, Document Control, Controls & Scheduling, CO & Claims Management, Administrative Services	1%	SLBE, SBE, DBE	City of San Diego, CUCP (LACMTA), DGS

NAME AND ADDRESS SUBCONTRACTORS	SCOPE OF SERVICES	PERCENT OF CONTRACT	SLBE/ELBE (MBE/WBE/ DBE/DVBE/ OBE*)	WHERE CERTIFIED**
CSW Funding, LLC, DBA: Construction Service Workers | 404 Euclid Ave 301, San Diego, CA 92114	Administrative Services	1%	MBE, WBE	CPUC
GEI Consultants | 400 Unicorn Park Drive, Woburn, MA 01801	Civil & Storm Drain Inspection	TBD	OBE	N/A
Hernandez, Kroone & Associates, Inc. | 234 East Drake Drive, San Bernardino, CA 92408	Land Surveying	1%	WBE	CPUC, City of Los Angeles, County of Los Angeles
La Salle Solutions, LLC | 900 F Street, Suite 128, San Diego, CA 92101	Civil & Storm Drain Inspection, Structural Inspections	1%	ELBE, SBE, DBE	City of San Diego, CUCP (Caltrans), DGS
MARRS Services, Inc. | 328 East Commonwealth Avenue, Fullerton, CA 92832	Cost Estimating, Mechanical Inspections	0.5%	WBE, WMBE	CPUC, WBENC
Ninyo & Moore Geotechnical & Environmental Sciences Consultants | 5710 Ruffin Road, San Diego, CA 92123	Structural Inspection, Soils & Materials Testing and Field Surveying	1.5%	MBE	CPUC, City of Los Angeles, County of Los Angeles
Orange Coast Analytical, Inc. | 3002 Dow Ave, Suite 532, Tustin, CA 92705	Soils & Materials Testing and Field Surveying	1.5%	WBE, SBE	CUCP (LACMTA), Port of Long Beach, CPUC, DGS
Performance Analytical Laboratories, Inc. | 2702 East Willow Street, Signal Hill, CA 90755	Soils & Materials Testing and Field Surveying	1.5%	SBE, DBE, WBE	DGS, CUCP (Caltrans), CPUC
Proteus Consulting | 4087 Alabama Street, San Diego, CA 92104	Instrumentation Inspection, Mechanical Inspection, Cost Estimating	1%	DBE, SLBE	CUCP (Caltrans), City of San Diego
Reddy Engineering Services, Inc. | 3160 Camino del Rio South, Suite 103, San Diego, CA 92108	Civil & Storm Drain Inspection, SWPPP, Constructability Review	1%	DBE, SBE, ELBE	CUCP (Caltrans), DGS, City of San Diego
Rockwell Construction Services, LLC | 31480 Justin Place, Valley Center, CA 92082	Electrical Inspection, Instrumentation Inspection	TBD	ELBE	N/A
San Dieguito Engineering, Inc. | 1911 Palomar Oaks Way, Suite 200, Carlsbad, CA 92008	Land Surveying	1%	DBE, WBE, MBE, SBE, SLBE	CUCP (Caltrans), CPUC, DGS, City of San Diego
TGR Geotechnical, Inc. | 3037 South Harbor Blvd, Santa Ana, CA 92704	Soils & Materials Testing and Field Surveying	0.5%	MBE, DBE, SBE	City of Los Angeles, County of Los Angeles, DGS, CUCP (Caltrans)
Titan Environmental Solutions, Inc. | 1521 East Orangethorpe Ave, Suite B, Fullerton, CA 92831	Soils & Materials Testing and Field Surveying	1.5%	SBE, MBE, DBE	DGS, CPUC, CUCP (LACMTA), County of Los Angeles

NAME AND ADDRESS SUBCONTRACTORS	SCOPE OF SERVICES	PERCENT OF CONTRACT	SLBE/ELBE (MBE/WBE/ DBE/DVBE/ OBE*)	WHERE CERTIFIED**
Twining, Inc. | 2883 East Spring Street, Suite 300, Long Beach, CA 90806	Soils & Materials Testing, Specialties Inspections	TBD	OBE	N/A
West Coast Civil, Inc. | 9740 Appaloosa Road, Suite 200, San Diego, CA 92131	Civil & Storm Drain Inspection	1%	MBE, SMBE	CPUC, DOT

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 SERVICES MADE AVAILABLE

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

ITEM OF SERVICE MADE AVAILABLE	NAICS CODE	PROPOSER NORMALLY PERFORMS ITEM (Y/N)	ITEM BROKEN DOWN TO FACILITATE PARTICIPATION (Y/N)	PERCENTAGE OF ESTIMATED FEE
Cost Estimating	541990	N	N	0.7%
Mechanical Inspection	237110	N	N	0.75%
Instrumentation Inspection	541330	N	N	1.25%
Specialties Inspection (Hazardous Material)	541620	N	N	3.25%
Geotechnical Services	541380	N	N	0.5%
Specialties Inspection (Tunneling)	237990	N	N	0.25%
Specialties Inspection (Welding/X-Ray)	541380	N	N	0.45%
Specialties Inspection (Anchor Bolts)	541330	N	N	0.45%
Soil & Materials Testing	541380	N	N	3.45%

LIST OF SERVICES MADE AVAILABLE

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

ITEM OF SERVICE MADE AVAILABLE	NAICS CODE	PROPOSER NORMALLY PERFORMS ITEM (Y/N)	ITEM BROKEN DOWN TO FACILITATE PARTICIPATION (Y/N)	PERCENTAGE OF ESTIMATED FEE
Surveying Services	541370	N	N	3%
Administrative Support Services	561110	Y	Y	2.2%
Engineering Services <ul style="list-style-type: none"> • Storm Water Pollution Prevention Plan* • Civil Inspections* • Storm Drain Inspections* 	541330	Y	Y	2.5%
Structural Inspection*	541330	N	N	0.75%
Electrical Inspection*	541330	Y	N	1%

**These services were not part of our initial solicitation but were added in response to our review of select subconsultant qualifications.*

SUMMARY OF SUBCONSULTANT PROPOSALS RECEIVED

Type of Services	NAICS CODES	Company Name	Selected (Y/N)	DBE	Non-DBE	Explanation for not Selecting
Soils & Materials Testing, Specialties Inspections	541350, 541330, 541380	Twining, Inc.	Y		X	
Land Surveying	541370	Coast Surveying, Inc.	Y	X		
Underground Utility Locating and Potholing	561990	Kana Subsurface Engineering	N	X		Service not requested.
Civil & Storm Drain Inspections, Structural Inspections	237990, 237310, 541611	La Salle Solutions, Inc.	Y	X		
Cost Estimating, Mechanical Inspection	541330, 237110	MARRS Services, Inc.	Y	X		
Geotechnical, Hazardous Material Inspection, Soil and Material Testing, Inspection	541380, 541620, 541330	Ninyo & Moore Geotechnical & Environmental Sciences Consultants	Y	X		
Soils and Materials Testing, and Field surveying	541380	S & T Engineering, Inc.	N	X		Selected a different DBE firm for this scope of work.
Soil and Material Testing and Field Surveying	541380	TGR Geotechnical, Inc.	Y	X		
Hazardous Material Inspection, Soil and Material Testing	541620, 541380	Titan Environmental Solutions, Inc.	Y	X		
Cost Estimating, Mechanical Inspection, Instrumentation Inspection	541611, 541330	Proteus Consulting	Y	X		
Soils & Materials Testing and Field Surveying	541330, 541380, 541620	Allied Geotechnical Engineers, Inc.	Y	X		
Soils & Materials Testing and Field Surveying, Cost Estimating, Administrative Services	541380, 561110, 561990	Construction Quality Management Solutions, Inc.	Y	X		
Administrative Support Services	561110	CSW Funding, LLC DBA: Construction Service Workers	Y	X		
Civil & Storm Drain Inspections, Document Control, Controls & Scheduling, CO & Claims Management, Administrative Services	541990, 541350, 541611	CPM Partners, Inc.	Y	X		

USE ADDITIONAL FORMS AS NECESSARY

SUMMARY OF SUBCONSULTANT PROPOSALS RECEIVED

Type of Services	NAICS CODES	Company Name	Selected (Y/N)	DBE	Non-DBE	Explanation for not Selecting
Surveying	541370	Hernandez, Kroone & Associates, Inc.	Y	X		
Cost Estimating, Administrative Support Services	541611	NuStandard	N	X		Requested to be removed from Team. Selected a different DBE firm for this scope of work.
Soil & Materials Testing and Field Surveying Services	541380	Orange Coast Analytical, Inc.	Y	X		
Land Surveying	541370	San Dieguito Engineering, Inc.	Y	X		
Instrumentation Inspection	541330, 541350	Argo Performance, Ltd	Y	X		
Soil & Materials Testing and Field Surveying	541380	Performance Analytical Laboratories, Inc.	Y	X		
Civil & Storm Drain Inspections, SWPPP, Constructability Review	541330	Reddy Engineering Services, Inc.	Y	X		
Soils and Materials Testing, Geotechnical	541380	MTGL, Inc.	N	X		Selected a different DBE firm for this scope of work.
Civil & Storm Drain Inspections	541330	AB Engineering, Inc.	Y		X	
Specialties Inspection, Soils & Materials Testing and Field Survey	541330, 541990, 541350	Atlas Technical Consultants, LLC	Y		X	
Civil & Storm Drain Inspections, Mechanical Inspections	541330, 541611	Belcourt Engineering Group, LLC	Y		X	
Electrical Inspection, Instrumentation Inspection	541618	Rockwell Construction Services, LLC	Y		X	
Civil & Storm Drain Inspections	541330	West Coast Civil, Inc.	Y	X		
Civil & Storm Drain Inspections	542330, 221310	GEI Consultants	Y		X	
Specialties Inspections, Geotechnical, Soils & Materials Testing	541620, 541380, 541350, 541690	AESCO	N	X		<p>Specialties Inspections:</p> <ul style="list-style-type: none"> Their qualifications did not show experience with the City of San Diego. They do not have offices in the San Diego area. <p>Geotechnical/Soils & Materials Testing:</p> <ul style="list-style-type: none"> Selected a different DBE firm for this scope of work.

USE ADDITIONAL FORMS AS NECESSARY

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

Contractor Name	Contractor Address	How Located	Date of Contact	Contact Method	Service Description	Response (Yes/No)
Ace Engineering, Inc.	337 N. Vinyard Ave, Suite 205, Ontario CA, 91764	CPUC Directory	5/26/23; 6/9/23; 6/14/23; 6/26/23	Email	Specialties Inspection (Tunneling) (237990)	No
Active Engineering Services, Inc. DBA: Active Engineering Services	2090 Paddock Lane Norco, CA 92860	CUCP Directory	5/26/23; 6/9/23; 6/14/23; 6/26/23	Email	Specialties Inspection (Welding/X- Ray) (541380)	No
AEI Construction Engineer Consultants, Inc.	2019 David Dr. Escondido, CA 92026	CUCP Directory	5/26/23; 6/9/23; 6/14/23; 6/26/23	Email	Cost Estimating (541990)	No
AESCO, Inc.	17782 Georgetown Lane, Huntington Beach, CA 92647	CUCP Directory	5/26/23; 5/31/23; 7/5/23	Email, Phone	Specialties Inspection (Welding/X- Ray) (541380)	Yes
AirX Utility Surveyors, Inc.	785 E Mission Rd, Suite 100, San Marcos, CA 92069	CPUC Directory	5/26/23; 6/9/23; 6/14/23; 6/26/23	Email	Specialties Inspection (Tunneling) (237990)	Yes
AJ Surveying, LLC	10957 Canis Lane, Unit 41, San Diego, CA 92126	CPUC Directory	5/26/23; 6/9/23; 6/14/23; 6/26/23	Email	Surveying Services (541370)	No
Alfaro Communications Construction Inc.	15614 S Atlantic Ave, Compton CA, 90221	CPUC Directory	5/26/23; 6/9/23; 6/14/23; 6/26/23	Email	Specialties Inspection (Tunneling) (237990)	No
Allied Geotechnical Engineers, Inc.	9500 Cuyamaca Street, Suite 102, Santee CA 92071	CPUC Directory	5/26/23; 6/9/23; 6/14/23; 7/5/23	Email	Soil & Material Testing (541380)	Yes
Alyson Corporation	1233 Avenida Naranja, Suite 109, Ramona, CA 92065	CPUC Directory	5/26/23; 6/9/23; 6/14/23; 6/26/23	Email	Surveying Services (541370)	No
AMC Consulting, Inc.	310 Via Vera Cruz, Ste 204, San Marcos, CA 92078	CPUC Directory	5/26/23; 6/9/23; 6/14/23; 6/26/23	Email	Cost Estimating (541990)	Yes
AMC, Inc.	18502 Bainbrook Court Cerritos, CA 90703	CUCP Directory	5/26/23; 6/9/23; 6/12/23	Email	Cost Estimating (541990)	Yes
AP Engineering and Testing, Inc.	2607 Pomona Boulevard, Pomona, CA 91768	CPUC Directory	5/26/23; 6/9/23; 6/14/23; 6/26/23	Email	Specialties Inspections (Geotechnical) (541380)	No
Aragón Geotechnical, Inc.	16801 Van Buren Blvd, Bldg. B Riverside, CA 92504	CPUC Directory	5/26/23; 6/9/23; 6/14/23; 6/26/23	Email	Specialties Inspection (Welding/X- Ray) (541380)	No
Argo Performance, Ltd.	12636 High Bluff Dr., Suite 400, San Diego, CA 92130	CPUC Directory	5/26/23; 6/9/23; 6/14/23; 6/26/23; 6/27/23; 7/5/23	Email	Instrumentations Inspections (541330)	Yes
Arora Engineers, LLC	17777 Center Court Drive North, Suite 600, Cerritos, CA 90703	CPUC Directory	6/6/23; 6/9/23; 6/14/23; 6/26/23	Email, Phone	Surveying Services (541370)	No

USE ADDITIONAL FORMS AS NECESSARY

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

Contractor Name	Contractor Address	How Located	Date of Contact	Contact Method	Service Description	Response (Yes/No)
Aspectus, Inc.	434 White Cap Ln, Newport Beach, CA 92657	CPUC Directory	5/26/23; 6/9/23; 6/14/23; 6/26/23	Email	Specialties Inspections (Hazardous Material) (541620)	No
A-Tech Consulting, Inc.	1640 N Batavia St. Orange, CA 92867	CPUC Directory	5/26/23; 6/9/23; 6/14/23; 6/26/23	Email	Specialties Inspections (Hazardous Material) (541620)	No
AVIIV, LLC	5060 Shoreham Place, Suite 105 San Diego, CA 92122	CPUC Directory	5/26/23; 6/9/23; 6/14/23; 6/26/23	Email	Cost Estimating (541990)	No
Babcock Laboratories, Inc.	6100 Quail Valley Ct, Riverside, CA 92507	CPUC Directory	5/26/23; 6/9/23; 6/14/23; 6/26/23	Email	Soil & Material Testing (541380)	No
Beyaz & Patel, Inc.	10920 Via Frontera, Suite 210 San Diego, CA 92127	CUCP Directory	5/26/23; 6/9/23; 6/14/23; 6/26/23	Email	Cost Estimating (541990)	No
The Bodhi Group, Inc.	1076 Broadway Suite B, El Cajon, CA 92021	CPUC Directory	5/26/23; 6/9/23; 6/14/23; 6/26/23	Email	Specialties Inspections (Hazardous Material) (541620)	No
Bonita Pipeline, Inc.	140 N Glover Ave, Chula Vista, CA 91910	CUCP Directory	5/26/23; 6/9/23; 6/14/23; 6/26/23	Email	Specialties Inspection (Tunneling) (237990)	No
C & C Engineering, Inc. DBA CNC Engineering	2121 Alton Parkway, Suite 200 Irvine, CA 92606	CPUC Directory	5/6/23; 6/9/23; 6/14/23; 6/26/23	Email	Surveying Services (541370)	No
C2PM, Inc.	22601 Summerfield, Suite 2112 Mission Viejo, CA 92692	CPUC Directory	5/26/23; 6/9/23; 6/14/23; 6/26/23	Email	Mechanical Inspections (237110)	No
California Testing & Inspections, Inc.	15957 Vermont Ave Paramount, CA 90723	CPUC Directory	5/26/23; 6/9/23; 6/14/23; 6/26/23	Email	Soil & Material Testing (541380)	No
Carri Construction	730 West Southern Avenue Orange, CA 92865	CPUC Directory	5/26/23; 6/9/23; 6/14/23; 6/26/23	Email	Mechanical Inspections (237110)	No
Century Calibrating, Inc.	1101 E. 25th Street, Signal Hill, CA 90755	CPUC Directory	5/26/23; 6/9/23; 6/14/23; 6/26/23	Email	Specialties Inspection (Welding/X-Ray) (541380)	No
Chen Ryan Associates, Inc.	39000 5th Ave, Suite 310 San Diego, CA 92103	CPUC Directory	5/26/23; 6/9/23; 6/14/23; 6/26/23	Email	Specialties Inspections (Anchor Bolts) (541330)	No
C.J Roberts Inc.	10515 Blue Granite Drive San Diego, CA 92127	CPUC Directory	5/26/23; 6/9/23; 6/14/23; 6/26/23	Email	Specialties Inspections (Anchor Bolts) (541330)	No
Coast Surveying, Inc.	15031 Parkway Loop, Suite B Tustin, CA 92780	CPUC Directory	5/26/23; 7/5/23	Email	Surveying Services (541370)	Yes

USE ADDITIONAL FORMS AS NECESSARY

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

Contractor Name	Contractor Address	How Located	Date of Contact	Contact Method	Service Description	Response (Yes/No)
Compass X-Ray Services, Inc.	111 West Ocean Blvd., Suite 471 Long Beach, CA 90802	CUCP Directory	5/26/23; 5/31/23;	Email, Phone	Specialties Inspection (Welding/X-Ray) (541380)	No
Coneckt2, Inc. DBA: C2 Group	8310 Miramar Mall, Suite A, San Diego, CA 92121	CPUC Directory	5/26/23; 6/9/23; 6/14/23; 6/26/23	Email	Cost Estimating (541990)	No
CPM Partners, Inc.	535 Encinitas Blvd., Suite 114, Encinitas, CA 92024	CUCP Directory	6/6/23; 6/9/23; 6/14/23; 7/5/23	Email	Cost Estimating (541990)	Yes
CSW Funding, LLC DBA: Construction Service Workers	404 Euclid Ave, Suite 301 San Diego, CA 92114	CPUC Directory	5/26/23; 6/9/23; 6/14/23; 7/5/23	Email	Cost Estimating (541990) Administrative Support Services (561110)	Yes
CTI Environmental, Inc.	711 E. Wardlow Road, Suite 203, Long Beach, CA 90807	CPUC Directory	5/26/23; 6/9/23; 6/14/23; 6/26/23	Email	Specialties Inspections (Hazardous Material) (541620)	No
CWE | DBA: California Watershed Engineering Corp	1561 E. Orangethorpe Avenue, Suite 240 Fullerton, CA 92831	CPUC Directory	5/26/23; 6/9/23; 6/14/23; 6/26/23	Email	Specialties Inspections (Hazardous Material) (541620)	No
D Corporation General Contracting and Engineering	21200 Wosslick Ave, Nuevo, CA 92567	CPUC Directory	5/26/23; 6/9/23; 6/14/23; 6/26/23	Email	Mechanical Inspections (237110)	No
Davis Laboratories, Inc.	611 Lunar Avenue Brea, CA 92821	CPUC Directory	5/26/23; 6/9/23; 6/14/23; 6/26/23	Email	Specialties Inspection (Welding/X-Ray) (541380)	Yes
Diana Clark DBA: PCR Mobile Laboratories	197 Woodland Pkwy, Suite 104-133, San Marcos, CA 92069	CPUC Directory	5/26/23; 6/9/23; 6/14/23; 6/26/23	Email	Specialties Inspection (Welding/X-Ray) (541380)	No
Diaz Consultants, Inc. DBA: Diaz Yourman & Associates	1616 East 17th Street, Santa Ana, CA 92705	CUCP Directory	5/26/23; 6/5/23	Email	Specialties Inspections (Geotechnical) (541380)	Yes
Doty Bros. Equipment Company DBA: Doty Bros. Construction Co	11232 East Firestone Blvd., Norwalk, CA 90650	CPUC Directory	5/26/23; 6/9/23; 6/14/23; 6/26/23	Email	Mechanical Inspections (237110)	No
Ekolojik, Inc.	6422 Stanley Ave San Diego, CA 92115	CPUC Directory	5/26/23; 6/9/23; 6/14/23	Email	Specialties Inspections (Anchor Bolts) (541330)	Yes
Electronic & Telecom Systems, Inc.	10225 Barnes Canyon Road, Suite A110 San Diego, CA 92121	CPUC Directory	5/26/23; 6/9/23; 6/14/23; 6/26/23	Email	Instrumentations Inspections (541330)	No
Environmental Audit, Inc.	1000 - A Ortega Way Placentia, CA 92870	CPUC Directory	5/26/23; 6/9/23; 6/14/23; 6/26/23	Email	Specialties Inspections (Hazardous Material) (541620)	No
Environmental Treatment and Technology, Inc. | DBA: Advanced Technology Laboratories	3275 Walnut Avenue Signal Hill, CA 90755	CPUC Directory	5/26/23; 6/9/23; 6/14/23; 6/26/23	Email	Soil & Material Testing (541380)	No

USE ADDITIONAL FORMS AS NECESSARY

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

Contractor Name	Contractor Address	How Located	Date of Contact	Contact Method	Service Description	Response (Yes/No)
ETA Consulting, Inc.	3665 Ruffin Road, Suite 307 San Diego, CA 92123	CPUC Directory	5/26/23; 6/9/23; 6/14/23; 6/26/23	Email	Cost Estimating (541990)	No
Evans Industrial, Inc.	5101 Doanoke Irvine, CA 92604	CPUC Directory	5/26/23; 6/9/23; 6/14/23; 6/26/23	Email	Mechanical Inspections (237110)	No
Getter Engineering, Inc. | DBA: Projectline Technical Services, Inc.	2900 Bristol, D-103 Costa Mesa, CA 92626	CPUC Directory	5/26/23; 6/9/23; 6/14/23; 6/26/23	Email	Mechanical Inspections (237110)	No
Global Environmental Permitting, Inc. | DBA: GEPERMIT	16885 West Bernardo Drive, Suite 105 San Diego, CA 92127	CPUC Directory	5/26/23; 6/9/23; 6/14/23; 6/26/23	Email	Cost Estimating (541990)	No
Global Geo-Engineering, Inc.	3 Corporate Park, Suite 270 Irvine, CA 92606	CUCP Directory	5/26/23; 6/9/23; 6/14/23; 6/26/23	Email	Specialties Inspections (Geotechnical) (541380)	No
H&H Engineering and Construction Management	24038 Nectar Way Ramona, CA 92065	CUCP Directory	6/6/23; 6/9/23; 6/14/23; 6/26/23	Email	Specialties Inspections (Anchor Bolts) (541330)	No
H&P Mobile Geochemistry, Inc.	2470 Impala Drive Carlsbad, CA 92010	CPUC Directory	5/26/23; 6/9/23; 6/14/23; 6/26/23	Email	Soil & Material Testing (541380)	No
HANA Resources, Inc.	20361 Hermana Circle Lake Forest, CA 92630	CPUC Directory	5/26/23; 6/9/23; 6/14/23; 6/26/23	Email	Specialties Inspections (Hazardous Material) (541620)	No
Hernandez, Kroone & Associates, Inc.	234 East Drake Drive, San Bernardino, CA 92408	CPUC Directory	5/26/23; 6/9/23; 6/14/23; 7/5/23	Email	Surveying Services (541370)	Yes
Hilltop Geotechnical, Inc.	786 S Grifford Ave San Bernardino, CA 92408	CUCP Directory	5/26/23; 6/9/23; 6/14/23; 6/26/23	Email	Specialties Inspections (Geotechnical) (541380)	No
Hunter Pacific Group	160 W. Island Ave San Diego, CA 92101	CPUC Directory	5/26/23; 6/9/23; 6/14/23; 6/26/23	Email	Instrumentations Inspections (541330)	No
Hydro10 Consulting	9171 Towne Centre Dr, Unit 210 San Diego, CA 92122	CPUC Directory	5/26/23; 6/9/23; 6/14/23; 6/26/23	Email	Instrumentations Inspections (541330)	No
JIG Consultants	318 W Katella Ave, Suite A Orange, CA 92867	CPUC Directory	5/26/23; 6/9/23; 6/14/23; 6/26/23	Email	Mechanical Inspections (237110)	No
Kana Subsurface Engineering	12620 Magnolia Ave Riverside, CA 92503	CPUC Directory	5/26/23; 7/5/23	Email	Mechanical Inspections (237110)	Yes
Kettler Leweck Engineering	1620 Firth Ave, Suite 675 San Diego, CA 92101	CPUC Directory	5/26/23; 6/9/23; 6/14/23; 6/26/23	Email	Specialties Inspections (Anchor Bolts) (541330)	No

USE ADDITIONAL FORMS AS NECESSARY

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

Contractor Name	Contractor Address	How Located	Date of Contact	Contact Method	Service Description	Response (Yes/No)
KRT Management, Inc. | DBA: Northstar Environmental Remediation	26225 Enterprise Court Lake Forest, CA 92630	CPUC Directory	5/26/23; 6/9/23; 6/14/23; 6/26/23	Email	Specialties Inspections (Hazardous Material) (541620)	No
KSU Engineering, LLC	3956 Nobel Dr, Unit 201	CPUC Directory	5/26/23; 6/9/23; 6/14/23; 6/26/23	Email	Instrumentations Inspections (541330)	No
Kyne Construction, Inc.	971 Industrial Place El Cajon, CA 92020	CPUC Directory	5/26/23; 6/9/23; 6/14/23; 6/26/23	Email	Mechanical Inspections (237110)	No
La Salle Solutions, LLC | DBA: La Salle Construction Engineering	900 F Street, Suite 128 San Diego, CA 92101	CUCP Directory	5/26/23; 5/31/23; 6/12/23; 7/5/23	Email	Specialties Inspection (Tunneling) (237990)	Yes
Left Coast Land Surveying, Inc.	2695 Coventry Rd Carlsbad, CA 92010	CPUC Directory	5/26/23; 6/9/23; 6/14/23; 6/26/23	Email	Surveying Services (541370)	No
Libby Engineers, Inc. | DBA: Martin & Libby	4452 Glacier Ave San Diego, CA 92120	CPUC Directory	5/26/23	Email	Specialties Inspections (Anchor Bolts) (541330)	Yes
LND Technical Services CA, Inc.	3525 Del Mar Heights Road, #1837 San Diego, CA 92130	CPUC Directory	5/26/23; 6/6/23; 6/9/23; 6/14/23; 6/26/23	Email	Instrumentations Inspections (541330)	No
Lopez Engineering, Inc.	7710 Balboa Ave, Suite 224A San Diego, CA 92111	CPUC Directory	5/26/23; 6/9/23; 6/14/23; 6/26/23	Email	Instrumentations Inspections (541330)	No
MTGL, Inc.	2992 E La Palma Ave, Suite A Anaheim, CA 92806	CPUC Directory	5/26/23; 6/9/23; 6/14/23; 6/27/23; 7/5/23	Email	Soil & Material Testing (541380)	Yes
Marcon Engineering, Inc.	876 N Broadway Escondido, CA 92025	CPUC Directory	5/26/23; 6/9/23; 6/14/23; 6/26/23	Email	Specialties Inspection (Tunneling) (237990)	No
MARRS Services, Inc.	340 E Commonwealth Ave Fullerton, CA 92832	CPUC Directory	5/26/23; 6/6/23; 6/26/23; 7/5/23	Email	Specialties Inspection (Welding/X-Ray) (541380)	Yes
Misean, Inc.	3914 Murphy Canyon Road, Suite A246 San Diego, CA 92123	CPUC Directory	5/26/23; 6/9/23; 6/14/23; 6/26/23	Email	Instrumentations Inspections (541330)	No
Montijo Backhoe, Inc.	405 Palm Ave Chula Vista, CA 91911	CPUC Directory	5/26/23; 6/9/23; 6/14/23; 6/26/23	Email	Specialties Inspection (Tunneling) (237990)	No
Mour Group Engineering + Design	6593 Riverdale Street San Diego, CA 92120	CPUC Directory	5/26/23; 6/9/23; 6/14/23; 6/26/23	Email	Specialties Inspections (Anchor Bolts) (541330)	No
MY6 Consulting, LLC	3678 37th Street San Diego, CA 92105	CPUC Directory	5/26/23; 5/31/23; 6/9/23; 6/14/23; 6/26/23	Email	Specialties Inspections (Anchor Bolts) (541330)	Yes

USE ADDITIONAL FORMS AS NECESSARY

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

Contractor Name	Contractor Address	How Located	Date of Contact	Contact Method	Service Description	Response (Yes/No)
Ninyo & Moore Geotechnical & Environmental Sciences Consultants	5710 Ruffin Road San Diego, CA 92123	CPUC Directory	5/26/23; 6/2/23; 6/21/23; 7/5/23	Email	Specialties Inspections (Geotechnical) (541380)	Yes
NuStandard | DBA: NuStandard Engineering/ NuStandard Consulting	700 W Harbor Dr, #1306 San Diego, CA 92101	CUCP Directory	5/26/23; 6/9/23; 6/14/23; 6/21/23; 7/5/23; 9/1/23	Email	Specialties Inspection (Tunneling) (237990)	Yes
Orange Coast Analytical, Inc.	3002 Dow Ave, Suite 532 Tustin, CA 92780	CPUC Directory	5/26/23; 6/9/23; 6/14/23; 6/26/23; 7/5/23	Email	Soil & Material Testing (541380)	Yes
Ortiz Corporation | DBA: Ortiz General Engineering Corporation	2000 McKinley Ave National City, CA 91950	CPUC Directory	5/26/23; 6/9/23; 6/14/23; 6/26/23	Email	Mechanical Inspections (237110)	No
Pacific NDT, LLC	9650 Business Center Dr, Suite 101 Rancho Cucamonga, CA 91730	CUCP Directory	5/26/23; 6/9/23; 6/14/23; 6/26/23	Email	Specialties Inspection (Welding/X-Ray) (541380)	No
PANGIS, Inc.	6353 El Camino Real, Suite B Carlsbad, CA 92009	CPUC Directory	5/26/23; 6/9/23	Email	Surveying Services (541370)	Yes
Performance Analytical Laboratories, Inc.	2702 Willow Street Signal Hill, CA 90755	CPUC Directory	5/26/23; 6/9/23; 6/14/23; 6/26/23; 7/5/23	Email	Soil & Material Testing (541380)	Yes
Project X Engineers, Inc. | DBA: Project X Corrosion Engineering	29990 Technology, Suite 13 Murrieta, CA 92563	CPUC Directory	5/26/23; 6/9/23; 6/14/23; 6/26/23	Email	Soil & Material Testing (541380)	No
Proteus Consulting	4087 Alabama Street San Diego, CA 92104	CPUC Directory	5/26/23; 6/9/23; 6/13/23; 7/5/23	Email	Cost Estimating (541990)	Yes
Quartic Solutions, LLC	1427 Chalcedony Street San Diego, CA 92109	CPUC Directory	5/26/23	Email	Surveying Services (541370)	Yes
Red Tail Monitoring & Research DBA: Red Tail Environmental	1529 Simpson Way Escondido, CA 92029	CPUC Directory	5/26/23	Email	Surveying Services (541370)	Yes
Reddy Engineering Services DBA: RE Services	3160 Camino del Rio S, Suite 103 San Diego, CA 92108	CPUC Directory	5/26/23; 6/9/23; 6/14/23; 6/27/23; 7/5/23	Email	Specialties Inspections (Anchor Bolts) (541330)	Yes
Ross Engineering Group, Inc. DBA: Ross Engineering	6354 Camino Corto San Diego, CA 92120	CPUC Directory	5/26/23; 6/9/23; 6/14/23; 6/26/23	Email	Specialties Inspections (Anchor Bolts) (541330)	No
S&T Engineering, Inc.	13611 12th Street, Unit B Chino, CA 9170	CUCP Directory	5/26/23; 6/6/23; 6/12/23; 7/5/23	Email	Soil & Material Testing (541380)	Yes
Safework, Inc. DBA: Safework CM	1 Jenner, #230 Irvine, CA 92618	CPUC Directory	5/26/23; 6/9/23; 6/14/23; 6/16/23; 6/26/23	Email	Specialties Inspection (Tunneling) (237990)	Yes

USE ADDITIONAL FORMS AS NECESSARY

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

Contractor Name	Contractor Address	How Located	Date of Contact	Contact Method	Service Description	Response (Yes/No)
Samearth Consulting Engineers, Inc.	6675 Mission George Road, Unit B102 San Diego, CA 92120	CPUC Directory	5/26/23; 6/9/23; 6/14/23; 6/26/23	Email	Specialties Inspections (Anchor Bolts) (541330)	No
San Dieguito Engineering, Inc.	1911 Palomar Oaks Way, Suite 200 Carlsbad, CA 92008	CPUC Directory	5/26/23; 6/9/23; 6/13/23; 6/14/23; 6/26/23; 7/5/23	Email; Phone	Surveying Services (541370)	Yes
Skyline Consultants, Inc.	2900 Crestview Drive Norco, CA 92860	CUCP Directory	5/26/23; 5/31/23	Email	Specialties Inspections (Geotechnical) (541380)	Yes
SPC Geotechnical, Inc. DBA: SPC Engineering	685 N Shepard Street Anaheim, CA 92806	CUCP Directory	5/26/23; 6/9/23; 6/14/23; 6/26/23	Email	Specialties Inspections (Geotechnical) (541380)	No
SRK Engineering	2615 Auto Park Way, #105 Escondido, CA 92029	CUCP Directory	5/26/23; 6/9/23; 6/14/23; 6/26/23	Email	Specialties Inspection (Tunneling) (237990)	No
Sutra Research | DBA: Sutra Research & Analytics, Sutra	2801 B Street San Diego, CA 92102	CUCP Directory	5/26/23	Email	Cost Estimating (541990)	Yes
Tatsumi and Partners, Inc.	49 Discovery, Suite 120 Irvine, CA 92618	CPUC Directory	5/26/23; 6/9/23; 6/14/23; 6/26/23	Email	Specialties Inspections (Hazardous Material) (541620)	No
Terra Pacific Group, Inc.	13900 Alton Parkway, Suite 122 Irvine, CA 92618	CPUC Directory	5/26/23; 6/9/23; 6/14/23; 6/26/23	Email	Specialties Inspections (Hazardous Material) (541620)	No
TGR Geotechnical, Inc.	3037 S Harbor Blvd Santa Ana, CA 92704	CUCP Directory	5/26/23; 6/1/23; 7/5/23	Email	Specialties Inspections (Geotechnical) (541380)	Yes
The Engineering Partners, Inc.	10150 Meanley Drive, Suite 200 San Diego, CA 92131	CPUC Directory	6/9/23; 6/14/23; 6/26/23; 6/27/23	Email	Instrumentations Inspections (541330)	Yes
Titan Environmental Solutions, Inc.	1521 Orangethorpe Ave, Suite B Fullerton, CA 92831	CPUC Directory	5/26/23; 5/31/23; 6/2/23; 7/5/23	Email	Soil & Material Testing (541380)	Yes
Torrey Pines Environmental	4186 San Miguel Ave San Diego, CA 92113	CPUC Directory	5/26/23; 6/9/23; 6/14/23	Email	Surveying Services (541370)	Yes
Trinity Geotechnical Engineering, Inc.	13230 Evening Creek Dr., Suite 206 San Diego, CA 92128	CPUC Directory	6/6/23; 6/9/23; 6/14/23; 6/26/23	Email	Instrumentations Inspections (541330)	No
Villa Civil APC	406 Jolina Way Encinitas, CA 92024	Existing Relationship/ CPUC Directory	5/26/23; 6/9/23; 6/14/23; 6/26/23	Email	Cost Estimating (541990)	No
Weis Environmental, LLC	1938 Kellogg Ave., Suite 116 Carlsbad, CA 92008	CPUC Directory	5/26/23; 6/9/23; 6/14/23; 6/26/23	Email	Specialties Inspections (Geotechnical) (541380)	No

USE ADDITIONAL FORMS AS NECESSARY

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

Contractor Name	Contractor Address	How Located	Date of Contact	Contact Method	Service Description	Response (Yes/No)
West Coast Civil, Inc.	9740 Appaloosa Road, Suite 200 San Diego, CA 92131	CPUC Directory	5/26/23; 6/9/23; 6/14/23; 6/26/23; 6/29/23; 7/5/23	Email	Instrumentations Inspections (541330)	Yes
Agenda Setting, LLC	3312 Goldsmith St San Diego, CA 92106	CUCP Directory	6/14/23; 6/26/23	Email	Administrative Support Services (561110)	No
Alliant Consulting, Inc.	8185 Camino Santa Fe, Suite 2 San Diego, CA 92121	CUCP Directory	6/14/23; 6/26/23; 6/27/23	Email	Administrative Support Services (561110)	Yes
Capitol Government Contract Specialists	4199 Campus Drive, Suite 550 Irvine, CA 92612	CUCP Directory	6/14/23; 6/26/23	Email	Administrative Support Services (561110)	No
Construction Management Systems and Inspections	175 Richeth Road San Diego, CA 92114	CUCP Directory	6/14/23; 6/26/23	Email	Administrative Support Services (561110)	No
CQMS, Construction Quality Management Solutions	27075 Cabot Road, Suite 101 Laguna Hills, CA 92653	CUCP Directory	6/14/23; 6/26/23; 6/27/23; 7/5/23	Email	Administrative Support Services (561110)	Yes
DPG LLC DBA: D'Perla Group	19437 Lupin Avenue Rialto, CA 92377	CUCP Directory	6/14/23; 6/26/23	Email	Administrative Support Services (561110)	No
Dynamic Engineering Services, Inc.	27395 Echo Canyon Court Corona, CA 92883	CUCP Directory	6/14/23; 6/26/23	Email	Administrative Support Services (561110)	No
ETR Consultants, LLC	19716 S. Kemp Avenue Carson, CA 90746	CUCP Directory	6/14/23; 6/26/23	Email	Administrative Support Services (561110)	No
Good-Men Roofing & Construction, Inc.	3940 Hancock Street, Suite 220 San Diego, CA 92110	CPUC Directory	6/14/23; 6/26/23	Email	Administrative Support Services (561110)	No
Imperium First Consulting	29977 Fernleaf Dr Vista, CA 92584	CUCP Directory	6/14/23; 6/19/23; 6/26/23	Email	Administrative Support Services (561110)	Yes
KDPM Consulting, Inc.	13366 Russet Leaf Lane San Diego, CA 92129	CPUC Directory	6/14/23; 6/26/23	Email	Administrative Support Services (561110)	No
Mora Dow Consulting	12406 Pomerado Place San Diego, CA 92128	CUCP Directory	6/14/23; 6/26/23	Email	Administrative Support Services (561110)	No
NexGen Design Builders, Inc.	580 Broadway St, Suite 205 Laguna Beach, CA 92651	CUCP Directory	6/14/23; 6/26/23	Email	Administrative Support Services (561110)	No
Petteway Management Group, LLC	501 W. Broadway, Suite 800 San Diego, CA 92101	CUCP Directory	6/14/23; 6/26/23	Email	Administrative Support Services (561110)	No

USE ADDITIONAL FORMS AS NECESSARY



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

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

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

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

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

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

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

Subcontractor Signature	Print Name
Title	Date

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

Send completed Form 4500-2 to:

Mr. Joe Ochab, DBE Coordinator
 US EPA, Region 9
 75 Hawthorne Street
 San Francisco, CA 94105

FORM 4500-2 (DBE Subcontractor Participation Form)



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

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

Subcontractor Name Allied Geotechnical Engineers, Inc.		Project Name As-Needed Construction Management Services - Federal	
Bid / Proposal No. H2326236, H2326237, H2326238	Assistance Agreement ID No. (if known)	Point of Contact Sani Sutano	
Address 9500 Cuyamaca Street, Suite 102, Santee, CA 92071-2685			
Telephone No. 619.449.5900		Email Address s_sutanto@alliedgeo.org	
Prime Contractor Name Harris & Associates, Inc.		Issuing/Funding Entity City of San Diego, Engineering & Capital Projects	

Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
	Soils & Materials Testing	1.5%
DBE Certified By: DOT <input type="checkbox"/> SBA <input type="checkbox"/> Other: <u>CPUC (Caltrans), CUCP (LACMTA), City of San Diego</u>		Meets/exceeds EPA certification standards? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> Unknown <input type="checkbox"/>

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

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


FORM 4500-3 (DBE Subcontractor Performance Form)

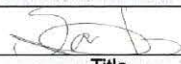
Revised 12/2016

Page 21 of 26

ATTACHMENT HH

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

Prime Contractor Signature	Print Name
	Ehab Gerges, PE
Title	Date
President, PMCM, CBDO/Principal-in-Charge	September 15, 2023

Subcontractor Signature	Print Name
	Sani Sutanto
Title	Date
Principal	August 22, 2023

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

FORM 4500-3 (DBE Subcontractor Performance Form)

Revised 12/2016

Page 22 of 26



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

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

Subcontractor Name Argo Performance, Ltd		Project Name As-Needed Construction Management Services - Federal	
Bid / Proposal No. H2326236, H2326237, H2326238	Assistance Agreement ID No. (if known)	Point of Contact Jason McGehee	
Address 307 Laurel Street, San Diego, CA 92101			
Telephone No. 619.843.2802		Email Address jason@argoperformance.com	
Prime Contractor Name Harris & Associates, Inc.		Issuing/Funding Entity City of San Diego, Engineering & Capital Projects	

Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
	Instrumentation Inspection	1%
DBE Certified By: DOT <input type="checkbox"/> SBA <input type="checkbox"/> Other: CPUC		Meets/exceeds EPA certification standards? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> Unknown <input type="checkbox"/>

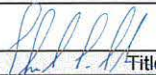
¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described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


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

FORM 4500-3 (DBE Subcontractor Performance Form)

ATTACHMENT HH

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

Prime Contractor Signature	Print Name
	Ehab Gerges, PE
Title	Date
President, PMCM, CBDO/Prncipal-in-Charge	September 15, 2023

Subcontractor Signature	Print Name
	Jason McGehee
Title	Date
President	07-Jul-2023

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

FORM 4500-3 (DBE Subcontractor Performance Form)

Revised 12/2016

Page 22 of 26



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

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

Subcontractor Name Coast Surveying, Inc.		Project Name As-Needed Construction Management Services - Federal	
Bid / Proposal No. H2326236, H2326237, H2326238	Assistance Agreement ID No. (if known)	Point of Contact Ruel Del Castillo	
Address 15031 Parkway Loop, Suite B, Tustin, CA 92780			
Telephone No. 714.918.6266		Email Address ruel.delcastillo@coastsurvey.com	
Prime Contractor Name Harris & Associates, Inc.		Issuing/Funding Entity City of San Diego, Engineering & Capital Projects	

Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
	Land Surveying	1%
DBE Certified By: DOT <input type="checkbox"/> SBA <input type="checkbox"/> Other: <u>CUCP (LACMTA)</u>		Meets/exceeds EPA certification standards? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> Unknown <input type="checkbox"/>

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

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


FORM 4500-3 (DBE Subcontractor Performance Form)


Revised 12/2016

Page 21 of 26

ATTACHMENT HH

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

Prime Contractor Signature	Print Name
	Ehab Gerges, PE
Title	Date
President, PMCM, CBDO/Principal-in-Charge	September 15, 2023

Subcontractor Signature	Print Name
	Ruel del Castillo
Title	Date
President	8/22/2023

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

FORM 4500-3 (DBE Subcontractor Performance Form)

Revised 12/2016

Page 22 of 26



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

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

Subcontractor Name Construction Quality Management Solutions, Inc.		Project Name As-Needed Construction Management Services - Federal	
Bid / Proposal No. H2326236, H2326237, H2326238	Assistance Agreement ID No. (if known)	Point of Contact Saeid Asgari	
Address 14252 Culver Drive, A-296, Irvine, CA 92604			
Telephone No. 949.379.4481		Email Address sasgari@cqmcorp.com	
Prime Contractor Name Harris & Associates, Inc.		Issuing/Funding Entity City of San Diego, Engineering & Capital Projects	

Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
	Soils & Materials Testing and Field Surveying, Cost Estimating, Administrative Services	1%
DBE Certified By: DOT <input type="checkbox"/> SBA <input type="checkbox"/> Other: <u>CUCP (LACMTA)</u>		Meets/exceeds EPA certification standards? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> Unknown <input type="checkbox"/>

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

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


FORM 4500-3 (DBE Subcontractor Performance Form)

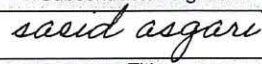
Revised 12/2016

Page 21 of 26

ATTACHMENT HH

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

Prime Contractor Signature	Print Name
	Ehab Gerges, PE
Title	Date
President, PMCM, CBDO/Principal-in-Charge	September 15, 2023

Subcontractor Signature	Print Name
	Saeid A. Asgari, PE
Title	Date
Project Manager	9/6/2023

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

FORM 4500-3 (DBE Subcontractor Performance Form)

Revised 12/2016

Page 22 of 26



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

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

Subcontractor Name CPM Partners, Inc.		Project Name As-Needed Construction Management Services - Federal	
Bid / Proposal No. H2326236, H2326237, H2326238	Assistance Agreement ID No. (if known)	Point of Contact Maribel Janecek	
Address 535 Encinitas Blvd, Suite 114, Encinitas, CA 92024			
Telephone No. 562.365.4969		Email Address maribel@cpm-partners.com	
Prime Contractor Name Harris & Associates, Inc.		Issuing/Funding Entity City of San Diego, Engineering & Capital Projects	

Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
	Civil & Storm Drain Inspection, Document Control, Controls & Scheduling, CO & Claims Management, Administrative Services	1%
DBE Certified By: DOT <input checked="" type="checkbox"/> SBA <input type="checkbox"/> Other: <u>CUCP (LACMTA), City of San Diego</u>		Meets/exceeds EPA certification standards? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> Unknown <input type="checkbox"/>


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


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

FORM 4500-3 (DBE Subcontractor Performance Form)

ATTACHMENT HH

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

Prime Contractor Signature	Print Name
	Ehab Gerges, PE
Title	Date
President, PMCM, CBDO/Principal-in-Charge	September 15, 2023

Subcontractor Signature	Print Name
	Maribel R. Janecek
Title	Date
President	July 10th, 2023

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

FORM 4500-3 (DBE Subcontractor Performance Form)

Revised 12/2016

Page 22 of 26



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

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

Subcontractor Name CSW Funding, LLC, DBA: Construction Service Workers		Project Name As-Needed Construction Management Services - Federal	
Bid / Proposal No. H2326236, H2326237, H2326238	Assistance Agreement ID No. (if known)	Point of Contact Wanda Rogers	
Address 404 Euclid Ave, 301, San Diego, CA 92114			
Telephone No. 619.303.6890		Email Address wlogers@CSW.Services	
Prime Contractor Name Harris & Associates, Inc.		Issuing/Funding Entity City of San Diego, Engineering & Capital Projects	

Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
	Administrative Services	1%
DBE Certified By: DOT <input checked="" type="checkbox"/> SBA <input checked="" type="checkbox"/> Other: <u>CPUC</u>		Meets/exceeds EPA certification standards? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> Unknown <input type="checkbox"/>


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


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

FORM 4500-3 (DBE Subcontractor Performance Form)

ATTACHMENT HH

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

Prime Contractor Signature	Print Name
	Ehab Gerges, PE
Title	Date
President, PMCM, CBDO/Principal-in-Charge	September 15, 2023

Subcontractor Signature	Print Name
	Wanda Rogers
Title	Date
Principal Owner	7/5/2023

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

FORM 4500-3 (DBE Subcontractor Performance Form)

Revised 12/2016

Page 22 of 26



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

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

Subcontractor Name Hernandez, Kroone & Associates, Inc.		Project Name As-Needed Construction Management Services - Federal	
Bid / Proposal No. H2326236, H2326237, H2326238	Assistance Agreement ID No. (if known)	Point of Contact Richard Hernandez	
Address 234 East Drake Drive, San Bernardino, CA 92408			
Telephone No. 909.884.3222		Email Address richardh@hkagroup.com	
Prime Contractor Name Harris & Associates, Inc.		Issuing/Funding Entity City of San Diego, Engineering & Capital Projects	

Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
	Land Surveying	1%
DBE Certified By: DOT <input type="checkbox"/> SBA <input type="checkbox"/> Other: <u>CPUC, City/County of Los Angeles</u>		Meets/exceeds EPA certification standards? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> Unknown <input type="checkbox"/>

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

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


FORM 4500-3 (DBE Subcontractor Performance Form)

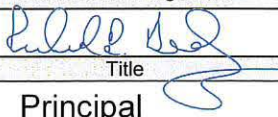
Revised 12/2016

Page 21 of 26

ATTACHMENT HH

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

Prime Contractor Signature	Print Name
	Ehab Gerges, PE
Title	Date
President, PMCM, CBDO/Principal-in-Charge	September 15, 2023

Subcontractor Signature	Print Name
	Richard Hernandez
Title	Date
Principal	09/06/2023

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

FORM 4500-3 (DBE Subcontractor Performance Form)

Revised 12/2016

Page 22 of 26



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

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

Subcontractor Name La Salle Solutions, LLC		Project Name As-Needed Construction Management Services - Federal	
Bid / Proposal No. H2326236, H2326237, H2326238	Assistance Agreement ID No. (if known)	Point of Contact Dennis La Salle	
Address 900 F Street, Suite 128, San Diego, CA 92101			
Telephone No. 619.501.2645		Email Address drlasalle@lasallecm.com	
Prime Contractor Name Harris & Associates, Inc.		Issuing/Funding Entity City of San Diego, Engineering & Capital Projects	

Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
	Civil & Storm Drain Inspection, Structural Inspections	1%
DBE Certified By: DOT <input type="checkbox"/> SBA <input checked="" type="checkbox"/> Other: <u>City of San Diego, CUCP (Caltrans)</u>		Meets/exceeds EPA certification standards? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> Unknown <input type="checkbox"/>

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

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


FORM 4500-3 (DBE Subcontractor Performance Form)

Revised 12/2016

Page 21 of 26

ATTACHMENT HH

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

Prime Contractor Signature	Print Name
	Ehab Gerges, PE
Title	Date
President, PMCM, CBDO/Principal-in-Charge	September 15, 2023

Subcontractor Signature	Print Name
<i>Dennis La Salle</i>	Dennis La Salle, CCM
Title	Date
Manager	September 6, 2023

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

FORM 4500-3 (DBE Subcontractor Performance Form)

Revised 12/2016

Page 22 of 26



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

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

Subcontractor Name MARRS Services, Inc.		Project Name As-Needed Construction Management Services - Federal	
Bid / Proposal No. H2326236, H2326237, H2326238	Assistance Agreement ID No. (if known)	Point of Contact Riaz Chaudhary	
Address 328 East Commonwealth Ave, Fullerton, CA 92832			
Telephone No. 714.213.8650		Email Address riaz@marrscorp.com	
Prime Contractor Name Harris & Associates, Inc.		Issuing/Funding Entity City of San Diego, Engineering & Capital Projects	

Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
	Cost Estimating, Mechanical Inspections	0.5%
DBE Certified By: DOT <input type="checkbox"/> SBA <input type="checkbox"/> Other: CPUC		Meets/exceeds EPA certification standards? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> Unknown <input type="checkbox"/>

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

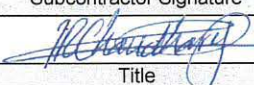
² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

FORM 4500-3 (DBE Subcontractor Performance Form)

ATTACHMENT HH

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

Prime Contractor Signature	Print Name
	Ehab Gerges, PE
Title	Date
President, PMCM, CBDO/Principal-in-Charge	September 15, 2023

Subcontractor Signature	Print Name
	Riaz Chaudhary, PE
Title	Date
Principal	September 6, 2023

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

FORM 4500-3 (DBE Subcontractor Performance Form)

Revised 12/2016

Page 22 of 26



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

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

Subcontractor Name Ninyo & Moore Geotechnical & Environmental Sciences Consultants		Project Name As-Needed Construction Management Services - Federal	
Bid / Proposal No. H2326236, H2326237, H2326238	Assistance Agreement ID No. (if known)		Point of Contact Jeffrey T. Kent
Address 5710 Ruffin Road, San Diego, CA 92123			
Telephone No. 858.576.1000		Email Address jkent@ninyoandmoore.com	
Prime Contractor Name Harris & Associates, Inc.		Issuing/Funding Entity City of San Diego, Engineering & Capital Projects	

Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
	Structural Inspection, Soils & Materials Testing and Field Surveying	1.5%
DBE Certified By: DOT <input type="checkbox"/> SBA <input type="checkbox"/> Other: <u>CPUC, City/County of Los Angeles</u>		Meets/exceeds EPA certification standards? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> Unknown <input type="checkbox"/>

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

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


FORM 4500-3 (DBE Subcontractor Performance Form)

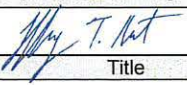
Revised 12/2016

Page 21 of 26

ATTACHMENT HH

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

Prime Contractor Signature	Print Name
	Ehab Gerges, PE
Title	Date
President, PMCM, CBDO/Principal-in-Charge	September 15, 2023

Subcontractor Signature	Print Name
	Jeffrey T. Kent
Title	Date
Principal Engineer	July 6, 2023

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

FORM 4500-3 (DBE Subcontractor Performance Form)

Revised 12/2016

Page 22 of 26



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

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

Subcontractor Name Orange Coast Analytical, Inc.		Project Name As-Needed Construction Management Services - Federal	
Bid / Proposal No. H2326236, H2326237, H2326238	Assistance Agreement ID No. (if known)	Point of Contact Cindy Noorani	
Address 3002 Dow Ave, Suite 532, Tustin, CA 92705			
Telephone No. 714.832.0064		Email Address cindyn@ocalab.com	
Prime Contractor Name Harris & Associates, Inc.		Issuing/Funding Entity City of San Diego, Engineering & Capital Projects	

Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
	Soils & Materials Testing and Field Surveying	1.5%
DBE Certified By: DOT <input type="checkbox"/> SBA <input type="checkbox"/> Other: <u>CUCP (LACMTA), Port of Long Beach, CPUC</u>		Meets/exceeds EPA certification standards? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> Unknown <input type="checkbox"/>


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

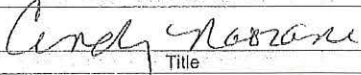
² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

FORM 4500-3 (DBE Subcontractor Performance Form)

ATTACHMENT HH

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

Prime Contractor Signature	Print Name
	Ehab Gerges, PE
Title	Date
President, PMCM, CBDO/Principal-in-Charge	September 15, 2023

Subcontractor Signature	Print Name
	Cindy Noorani
Title	Date
President	7/14/2023

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

FORM 4500-3 (DBE Subcontractor Performance Form)

Revised 12/2016

Page 22 of 26



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

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

Subcontractor Name Performance Analytical Laboratories, Inc.		Project Name As-Needed Construction Management Services - Federal	
Bid / Proposal No. H2326236, H2326237, H2326238	Assistance Agreement ID No. (if known)	Point of Contact Marycarol Valenzuela	
Address 2702 East Willow Street, Signal Hill, CA 90755			
Telephone No. 310.809.1041		Email Address mvalenzuela@pali-labs.com	
Prime Contractor Name Harris & Associates, Inc.		Issuing/Funding Entity City of San Diego, Engineering & Capital Projects	

Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
	Soils & Materials Testing and Field Surveying	1.5%
DBE Certified By: DOT <input checked="" type="checkbox"/> SBA <input checked="" type="checkbox"/> Other: <u>CUCP (Caltrans), CPUC</u>		Meets/exceeds EPA certification standards? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> Unknown <input type="checkbox"/>

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

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


FORM 4500-3 (DBE Subcontractor Performance Form)

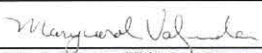
Revised 12/2016

Page 21 of 26

ATTACHMENT HH

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

Prime Contractor Signature	Print Name
	Ehab Gerges, PE
Title	Date
President, PMCM, CBDO/Principal-in-Charge	September 15, 2023

Subcontractor Signature	Print Name
	Marycarol Valenzuela
Title	Date
President and CEO	July 7, 2023

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

FORM 4500-3 (DBE Subcontractor Performance Form)

Revised 12/2016

Page 22 of 26



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

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

Subcontractor Name Proteus Consulting		Project Name As-Needed Construction Management Services - Federal	
Bid / Proposal No. H2326236, H2326237, H2326238	Assistance Agreement ID No. (if known)	Point of Contact Soma Bhadra	
Address 4087 Alabama Street, San Diego, CA 92104			
Telephone No. 858.353.2805		Email Address soma@consult-proteus.com	
Prime Contractor Name Harris & Associates, Inc.		Issuing/Funding Entity City of San Diego, Engineering & Capital Projects	

Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
	Instrumentation Inspection, Mechanical Inspection, Cost Estimating	1%
DBE Certified By: DOT <input checked="" type="checkbox"/> SBA <input type="checkbox"/> Other: <u>CUCP (Caltrans)</u>		Meets/exceeds EPA certification standards? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> Unknown <input type="checkbox"/>

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

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


FORM 4500-3 (DBE Subcontractor Performance Form)

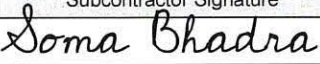
Revised 12/2016

Page 21 of 26

ATTACHMENT HH

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

Prime Contractor Signature	Print Name
	Ehab Gerges, PE
Title	Date
President, PMCM, CBDO/Principal-in-Charge	September 15, 2023

Subcontractor Signature	Print Name
	Soma Bhadra, PE
Title	Date
CEO, Proteus Consulting	August 23, 2023

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

FORM 4500-3 (DBE Subcontractor Performance Form)

Revised 12/2016

Page 22 of 26



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

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

Subcontractor Name Reddy Engineering Services, Inc.		Project Name As-Needed Construction Management Services - Federal	
Bid / Proposal No. H2326236, H2326237, H2326238	Assistance Agreement ID No. (if known)	Point of Contact Rafael Lopez	
Address 3160 Camino del Rio South, Suite 103, San Diego, CA 92108			
Telephone No. 408.309.4762		Email Address rafael@reddyengineering.com	
Prime Contractor Name Harris & Associates, Inc.		Issuing/Funding Entity City of San Diego, Engineering & Capital Projects	

Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
	Civil & Storm Drain Inspection, SWPPP, Constructability Review	1%
DBE Certified By: DOT <input type="checkbox"/> SBA <input type="checkbox"/> Other: <u>CUCP (Caltrans), City of San Diego</u>		Meets/exceeds EPA certification standards? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> Unknown <input type="checkbox"/>

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

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


FORM 4500-3 (DBE Subcontractor Performance Form)


Revised 12/2016

Page 21 of 26

ATTACHMENT HH

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

Prime Contractor Signature	Print Name
	Ehab Gerges, PE
Title	Date
President, PMCM, CBDO/Principal-in-Charge	September 15, 2023

Subcontractor Signature	Print Name
	Vinay Reddy
Title	Date
President	8/22/23

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

FORM 4500-3 (DBE Subcontractor Performance Form)

Revised 12/2016

Page 22 of 26



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

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

Subcontractor Name San Dieguito Engineering, Inc.		Project Name As-Needed Construction Management Services - Federal	
Bid / Proposal No. H2326236, H2326237, H2326238	Assistance Agreement ID No. (if known)	Point of Contact Annie Aguilar	
Address 1911 Palomar Oaks Way, Suite 200, Carlsbad, CA 92008			
Telephone No. 858.345.1149, ext 1160		Email Address aaguilar@sdeinc.com	
Prime Contractor Name Harris & Associates, Inc.		Issuing/Funding Entity City of San Diego, Engineering & Capital Projects	

Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
	Land Surveying	1%
DBE Certified By: DOT <input checked="" type="checkbox"/> SBA <input type="checkbox"/> Other: <u>CUCP (Caltrans), CPUC, City of San Diego</u>		Meets/exceeds EPA certification standards? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> Unknown <input type="checkbox"/>


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

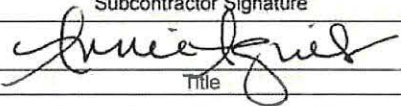
² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

FORM 4500-3 (DBE Subcontractor Performance Form)

ATTACHMENT HH

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

Prime Contractor Signature	Print Name
	Ehab Gerges, PE
Title	Date
President, PMCM, CBDO/Principal-in-Charge	September 15, 2023

Subcontractor Signature	Print Name
	Annie S. Aguilar, PE
Title	Date
President, Principal Engineer	9/6/2023

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

FORM 4500-3 (DBE Subcontractor Performance Form)

Revised 12/2016

Page 22 of 26



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

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

Subcontractor Name TGR Geotechnical, Inc.		Project Name As-Needed Construction Management Services - Federal	
Bid / Proposal No. H2326236, H2326237, H2326238	Assistance Agreement ID No. (if known)	Point of Contact Sanjay Govil	
Address 3037 South Harbor Blvd., Santa Ana, CA 92704			
Telephone No. 714.641.7189		Email Address sgovil@tgrgeotech.com	
Prime Contractor Name Harris & Associates, Inc.		Issuing/Funding Entity City of San Diego, Engineering & Capital Projects	

Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
	Soils & Materials Testing and Field Surveying	0.5%
DBE Certified By: DOT <input type="checkbox"/> SBA <input type="checkbox"/> Other: <u>CUCP (Caltrans), City/County of Los Angeles</u>		Meets/exceeds EPA certification standards? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> Unknown <input type="checkbox"/>

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

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


FORM 4500-3 (DBE Subcontractor Performance Form)


Revised 12/2016

Page 21 of 26

ATTACHMENT HH

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

Prime Contractor Signature	Print Name
	Ehab Gerges, PE
Title	Date
President, PMCM, CBDO/Principal-in-Charge	September 15, 2023

Subcontractor Signature	Print Name
	Sanjay Govil, PE, GE
Title	Date
President and Principal Engineer	September 6, 2023

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

FORM 4500-3 (DBE Subcontractor Performance Form)

Revised 12/2016

Page 22 of 26



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

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

Subcontractor Name Titan Environmental Solutions, Inc.		Project Name As-Needed Construction Management Services - Federal	
Bid / Proposal No. H2326236, H2326237, H2326238	Assistance Agreement ID No. (if known)	Point of Contact Robert Menald	
Address 1521 East Orangethorpe Avenue, Suite B, Fullerton, California 92831			
Telephone No. 714.860.8965		Email Address robert@titan-enviro.com	
Prime Contractor Name Harris & Associates, Inc.		Issuing/Funding Entity City of San Diego, Engineering & Capital Projects	

Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
	Soils & Materials Testing and Field Surveying	1.5%
DBE Certified By: DOT <input type="checkbox"/> SBA <input type="checkbox"/> Other: CPUC, CUCP (LACMTA), County of Los Angeles		Meets/exceeds EPA certification standards? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> Unknown <input type="checkbox"/>

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

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


FORM 4500-3 (DBE Subcontractor Performance Form)


Revised 12/2016

Page 21 of 26

ATTACHMENT HH

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

Prime Contractor Signature	Print Name
	Ehab Gerges, PE
Title	Date
President, PMCM, CBDO/Principal-in-Charge	September 15, 2023

Subcontractor Signature	Print Name
	Robert Menald
Title	Date
President	August 22, 2023

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

FORM 4500-3 (DBE Subcontractor Performance Form)

Revised 12/2016

Page 22 of 26



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

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

Subcontractor Name West Coast Civil, Inc.		Project Name As-Needed Construction Management Services - Federal	
Bid / Proposal No. H2326236, H2326237, H2326238	Assistance Agreement ID No. (if known)	Point of Contact Kyle McCarty	
Address 9740 Appaloosa Road, Suite 200 San Diego, CA 92131			
Telephone No. 858.869.1332		Email Address kyle@westcoastcivil.com	
Prime Contractor Name Harris & Associates, Inc.		Issuing/Funding Entity City of San Diego, Engineering & Capital Projects	

Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
	Civil & Storm Drain Inspections	1%
DBE Certified By: DOT <input checked="" type="checkbox"/> SBA <input type="checkbox"/> Other: <u>CPUC</u>		Meets/exceeds EPA certification standards? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> Unknown <input type="checkbox"/>

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

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


FORM 4500-3 (DBE Subcontractor Performance Form)


Revised 12/2016

Page 21 of 26

ATTACHMENT HH

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

Prime Contractor Signature	Print Name
	Ehab Gerges, PE
Title	Date
President, PMCM, CBDO/Principal-in-Charge	September 15, 2023

Subcontractor Signature	Print Name
	Kyle McCarty, PE
Title	Date
Principal Engineer	September 6, 2023

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

FORM 4500-3 (DBE Subcontractor Performance Form)

Revised 12/2016

Page 22 of 26



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

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

Prime Contractor Name Harris & Associates, Inc.		Project Name As-Needed Construction Management Services - Federal	
Bid / Proposal No. H2326236, H2326237, H2326238	Assistance Agreement ID No. (if known)	Point of Contact Mark Nassar, PE, MBA	
Address 600 B Street, #2000, San Diego, CA 92101			
Telephone No. 619.200.6442		Email Address Mark.Nassar@weareharris.com	
Issuing/Funding Entity City of San Diego, Engineering & Capital Projects			

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

Subcontractor Name/ Company Name	Company Address / Phone / Email	Estimated Dollar Amount	Currently DBE Certified?
	Please see the table on the following page.		

--Continue on back if needed--

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

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


FORM 4500-4 (DBE Subcontractor Utilization Form)

Revised 12/2016

Subcontractor Name/ Company Name	Company Address / Phone / Email	Estimated Dollar Amount	Currently DBE Certified?
AB Engineering, Inc.	6250 Camino del Pajaro 9145, Rancho Santa Fe, CA 92067 858.366.3758 | abe@a-b-engineering.com	TBD	No
Allied Geotechnical Engineers, Inc.	9500 Cuyamaca St, Suite 102, Santee, CA 92071 619.449.5900 | s_sutanto@alliedgeo.org	1.5%	Yes
Argo Performance, Ltd	307 Laurel Street, San Diego, CA 92101 619.843.2802 | jason@argoperformance.com	1%	Yes
Atlas Technical Consultants, LLC	6280 Riverdale Street, San Diego, CA 92120 619.944.4020 | ron.baudour@oneatlas.co	TBD	No
Belcourt Engineering Group, LLC	11457 Vista Ridge, San Diego, CA 92130 858.837.0749 | madjrout@belcourtteng.com	TBD	No
Coast Surveying, Inc.	15031 Parkway Loop, Suite B, Tustin, CA 92780 714.918.6266 | Ruel.delCastillo@coastsurvey.com	1%	Yes
Construction Quality Management Solutions	14252 Culver Drive, A-296, Irvine, CA 92604 949.379.4481 | sasgari@cqmscorp.com	1%	Yes
CPM Partners, Inc.	535 Encinitas Blvd, Suite 114, Encinitas, CA 92024 562.365.4969 | maribel@cpm-partners.com	1%	Yes
CSW Funding	404 Euclid Ave, 301, San Diego, CA 92114 619.303.6890 | wlrogers@CSW.Services	1%	Yes
GEI Consultants	5901 Priestly Drive, Suite 302, Carlsbad, CA 92008 858.220.1004 | vmcdaniel@geiconsultants.com	TBD	No
Hernandez, Kroone & Associates, Inc.	234 East Drake Drive, San Bernardino, CA 92408 909.884.3222 | richardh@hkagroup.com	1%	Yes
La Salle Solutions, LLC	900 F Street, Suite 128, San Diego, CA 92101 619.501.2645 | drlasalle@lasallecm.com	1%	Yes
MARRS Services, Inc.	328 East Commonwealth Ave, Fullerton, CA 92832 714.213.8650 | riaz@marrscorp.com	0.5%	Yes
Ninyo & Moore Geotechnical & Environmental Sciences Consultants	5710 Ruffin Road, San Diego, CA 92123 858.576.1000 | jkent@ninyoandmoore.com	1.5%	Yes
Orange Coast Analytical, Inc.	3002 Dow Ave, Suite 532, Tustin, CA 92780 714.832.0064 | cindyn@ocalab.com	1.5%	Yes
Performance Analytical Laboratories, Inc.	2702 East Willow Street, Signal Hill, CA 90755 310.809.1041 | mvalenzuela@pali-labs.com	1.5%	Yes
Proteus Consulting	4087 Alabama Street, San Diego, CA 92104 858.353.2805 | soma@consult-proteus.com	1%	Yes
Reddy Engineering Services, Inc.	3160 Camino del Rio South, Suite 103, San Diego, CA 92108 408.309.4762 | rafael@reddyengineering.com	1%	Yes
Rockwell Construction Services, LLC	31480 Justin Palace, Valley Center, CA 92082 760.715.3082 | jim.hudson@rockwell-cs.com	TBD	No
San Dieguito Engineering, Inc.	1911 Palomar Oaks Way, Suite 200, Carlsbad, CA 92008 858.345.1149, ext 1160 | aaguilar@sdeinc.com	1%	Yes
TGR Geotechnical, Inc.	3037 South Harbor Blvd, Santa Ana, CA 92704 714.641.7189 | sgovil@tgrgeotech.com	0.5%	Yes
Titan Environmental Solutions	1521 East Orangethorpe Ave, Suite B, Fullerton, CA 92831 714.860.8965 | robert@titan-enviro.com	1.5%	Yes
Twining, Inc.	15950 Bernardo Center Drive, Suite J, San Diego, CA 92127 619.787.9840 | swilliams@twininginc.com	TBD	No
West Coast Civil, Inc.	9740 Appaloosa Road, Suite 200, San Diego, CA 92131 858.869.1332 | kyle@westcoastcivil.com	1%	Yes

ATTACHMENT II

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

Prime Contractor Signature	Print Name
	Ehab Gerges, PE
Title	Date
President, PMCM, CBDO/Principal-in-Charge	September 15, 2023

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

FORM 4500-4 (DBE Subcontractor Utilization Form)

4Revised 12/2016

Page 24 of 26

STATE WATER RESOURCES CONTROL BOARD – DIVISION OF FINANCIAL ASSISTANCE DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

CALIFORNIA STATE REVOLVING FUNDS (CASRF)

FORM UR-334

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

Email Form UR-334 to:

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

Questions may be directed to:

Barbara August, SWRCB

Barbara.August@waterboards.ca.gov

Phone: (916) 341-6952

Fax: (916) 327-7469

****Procurement Type:**

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

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

INSTRUCTIONS FOR COMPLETING FORM UR-334

Box 1 Grant or Financing Agreement Number.

Box 2 Annual reporting period.

Box 3 Enter the dates between which you made procurements under this financing agreement or grant.

Box 4 Enter the total amount of payments paid to the contractor or sub-contractors during this reporting period.

Box 5 Enter Recipient's Name and Address.

Box 6 Enter Recipient's Contact Name and Phone Number.

Box 7 Enter details for the DBE purchases only and be sure to limit them to the current period.

- 1) Use either an "R" or a "C" to represent "Recipient" or "Contractor."
- 2) Enter a dollar total for DBE and total the two columns at the bottom of the section.
- 3) Provide the payment date.
- 4) Enter a product type choice from those at the bottom of the page.
- 5) List the vendor name and address in the right-hand column

Box 8 Initial here if no DBE contractors or sub-contractors were paid during this reporting period.

Box 9 Initial this box only if all purchases under this financing agreement or grant have been completed during this reporting period or a previous period. If you initial this box, we will no longer send you a survey.

Box 10 This box is for explanatory information or questions.

Box 11 Provide an authorized representative signature.

Box 12 Enter the date form completed.

INSTRUCTION SHEET FOR

DISCLOSURE DETERMINATION FOR CONSULTANT

(Form CC-1671)

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

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

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

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

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

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

DISCLOSURE DETERMINATION FOR CONSULTANT

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

- 1. Department / Board / Commission / Agency Name: Construction Branch/E&CP Dept./City of San Diego
2. Name of Specific Consultant & Company: Harris & Associates Mark Nassar
3. Address, City, State, ZIP: 600 B Street, Suite 2000, San Diego, CA92101
4. Project Title: Award Three (3) As-Needed Construction Management Services Contracts with Kleinfelder Construction Services
5. Consultant Duties for Project: Provide As-Needed Construction Management Services for various Capital Improvement Program Projects

6. Disclosure Determination [select applicable disclosure requirement]:

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

Blank lines for listing specific economic interests.

By: [Signature] [Alex Garcia, Deputy Director]*

04/16/24 [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 No

*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:

As-Needed Construction Management Services – Federal for the Engineering & Capital Projects (H2326236,
 H2326237 & H2326238)

B. BIDDER PROPOSER INFORMATION

Harris & Associates, Inc		None	
Legal Name		DBA	
600 B Street, Suite 200	San Diego	CA	92101
Street Address	City	State	Zip
Mark Nassar, Project Manager	619.200.6442	866.785.0180	
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.

Mark Nassar	Vice President, Program Management/Project Manager
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
0% - Submitting a proposal for purposes of contracting with the City	
Interest in the transaction	

Ehab Gerges	President, PMCM and CBDO/Principal-in-Charge
Name	Title/Position
Irvine, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
0% - Communicating or negotiating with City officers or employees	
Interest in the transaction	

Michelle White	EVP, COO, President, Consulting Division
Name	Title/Position
Los Angeles, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
0% - Communicating or negotiating with City officers or employees	
Interest in the transaction	

Steve Winchester	CEO and President, CFO
Name	Title/Position
Irvine, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
0% - Supervising persons engaged in negotiations and proposal preparation	
Interest in the transaction	

Abe Barhoumi	President
Name	Title/Position
Rancho Santa Fe, CA	AB Engineering, Inc.
City and State of Residence	Employer (if different than Bidder/Proposer)
Contingent interest in the transaction in the value of TBD.	
Interest in the transaction	

Sani Sutanto	Principal
Name	Title/Position
Santee, CA	Allied Geotechnical Engineers, Inc.
City and State of Residence	Employer (if different than Bidder/Proposer)
Contingent interest in the transaction in the value of 1.5%	
Interest in the transaction	

Jason McGehee	President
Name	Title/Position
San Diego, CA	Argo Performance, Ltd
City and State of Residence	Employer (if different than Bidder/Proposer)
Contingent interest in the transaction in the value of 1%	
Interest in the transaction	

Use Attachment "A" if additional pages are necessary.

Please see Attachment "A" for continuation of this list.

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: 02/03/1977 State of incorporation: California

List corporation's current officers:

President: Steve Winchester, CEO and CFO

Vice Pres.: N/A

Secretary: Michelle White, Secretary

Treasurer: Steve Winchester, CEO and CFO

Is your firm a publicly traded corporation? **Yes** **No**

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

Limited Liability Company

Date formed: MM/ DD /YYYY State of formation: _____

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

Partnership

Date formed: MM/ DD /YYYY

State of formation: _____

List names of all firm partners:

Sole Proprietorship Date started: MM/ DD /YYYY

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

Joint Venture Date formed: MM/ DD /YYYY

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

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

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

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

Yes **No**

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

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

Yes **No**

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Name of Bank: Chase Bank

Point of Contact: Wayne W, Xia, Executive Director

Address: 1390 South Main Street, Floor 2, Walnut Creek, CA 94596

Phone Number: 925.357.4101

- 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: **Please see Attachment "A" for response.**

Contact Name and Phone Number:

Contact Email:

Address:

Contract Date:

Contract Amount:

Requirements of Contract:

Company Name: **Please see Attachment "A" for response.**

Contact Name and Phone Number:

Contact Email:

Address:

Contract Date:

Contract Amount:

Requirements of Contract:

Company Name: **Please see Attachment "A" for response.**

Contact Name and Phone Number:

Contact Email:

Address:

Contract Date:

Contract Amount:

Requirements of Contract:

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" for response.**

Contact Name and Phone Number:

Contact Email:

Address:

Contract Date:

Sub-Contract Dollar Amount:

Requirements of Contract:

What portion of work will be assigned to this subcontractor:

Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Check One) **Yes** **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 ____ / ____ / ____

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.

Ehab Gerges, President, PMCM,
CBDO/Principal-in-Charge
Name and Title


Signature

September 11, 2023
Date

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

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

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

B. Bidder Proposer Information

Name: Ron Baudour
Title/Position: Operations Manager
City and State of Residence: San Diego, CA
Employer (if different than Bidder/Proposer): Atlas Technical Consultants, LLC
Interest in the transaction: Contingent interest in the transaction in the value o TBD.

Name: Mohameg Adjroud
Title/Position: Principal
City and State of Residence: San Diego, CA
Employer (if different than Bidder/Proposer): Belcourt Engineering Group, LLC
Interest in the transaction: Contingent interest in the transaction in the value of TBD

Name: Ruel Del Castillo
Title/Position: President
City and State of Residence: 15031 Parkway Loop, Suite B, Tustin, CA 92780
Employer (if different than Bidder/Proposer): Coast Surveying, Inc.
Interest in the transaction: Contingent interest in the transaction in the value of 1%

Name: Saeid A. Asgari
Title/Position: Soils & Materials Testing and Field Surveying, Cost Estimating, Administrative Services
City and State of Residence: Irvine, CA
Employer (if different than Bidder/Proposer): Construction Quality Management Solutions
Interest in the transaction: Contingent interest in the transaction in the value of 1%

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

Ehab Gerges, President, PMCM,
CBDO/Principal-in-Charge

Print Name, Title



Signature

September 11, 2023

Date

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

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

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

B. Bidder Proposer Information

Name: Maribel Janecek
Title/Position: President
City and State of Residence: Encinitas, CA
Employer (if different than Bidder/Proposer): CPM Partners, Inc.
Interest in the transaction: Contingent interest in the transaction in the value of 1%

Name: Wanda Rodgers
Title/Position: Principal Owner
City and State of Residence: San Diego, CA
Employer (if different than Bidder/Proposer): CSW Funding, LLC | DBA Construction Service Workers
Interest in the transaction: Contingent interest in the transaction in the value of 1%

Name: Violetta McDaniel
Title/Position: Senior Project Manager
City and State of Residence: Carlsbad, CA
Employer (if different than Bidder/Proposer): GEI Consultants
Interest in the transaction: Contingent interest in the transaction in the value of TBD.

Name: Richard Hernandez
Title/Position: Consultant Contract Manager
City and State of Residence: San Bernardino, CA
Employer (if different than Bidder/Proposer): Hernandez, Kroone & Associates, Inc.
Interest in the transaction: Contingent interest in the transaction in the value of 1%

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

Ehab Gerges, President, PMCM,
CBDO/Principal-in-Charge



September 11, 2023

Print Name, Title

Signature

Date

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

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

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

B. Bidder Proposer Information

Name: Dennis La Salle
Title/Position: Manager
City and State of Residence: San Diego, CA
Employer (if different than Bidder/Proposer): La Salle Solutions, LLC
Interest in the transaction: Contingent interest in the transaction in the value of 1%

Name: Riaz Chaudhary
Title/Position: Principal
City and State of Residence: Fulerton, CA
Employer (if different than Bidder/Proposer): MARRS Services, Inc.
Interest in the transaction: Contingent interest in the transaction in the value of 0.5%

Name: Jeffery T. Kent
Title/Position: Principal Engineer
City and State of Residence: San Diego, CA
Employer (if different than Bidder/Proposer): Ninyo & Moore Geotechnical & Environmental Sciences Consultants
Interest in the transaction: Contingent interest in the transaction in the value of 1.5%

Name: Cindy Noorani
Title/Position: President
City and State of Residence: Tustin, CA
Employer (if different than Bidder/Proposer): Orange Coast Analytical, Inc.
Interest in the transaction: Contingent interest in the transaction in the value of 1.5%

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

Ehab Gerges, President, PMCM,
CBDO/Principal-in-Charge


Signature

September 11, 2023
Date

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

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

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

B. Bidder Proposer Information

Name: Marycarol Valenzuela
Title/Position: President/CEO
City and State of Residence: Signal Hill, CA
Employer (if different than Bidder/Proposer): Performance Analytical Laboratories, Inc.
Interest in the transaction: Contingent interest in the transaction in the value of 1.5%

Name: Soma Bhadra
Title/Position: CEO
City and State of Residence: San Diego, CA
Employer (if different than Bidder/Proposer): Proteus Consulting
Interest in the transaction: Contingent interest in the transaction in the value of 1%

Name: Rafael Lopez
Title/Position: Principal Engineer
City and State of Residence: San Diego, CA
Employer (if different than Bidder/Proposer): Reddy Engineering Services, Inc.
Interest in the transaction: Contingent interest in the transaction in the value of 1%

Name: Jim Hudson
Title/Position: President
City and State of Residence: Valley Center, CA
Employer (if different than Bidder/Proposer): Rockwell Construction Services, LLC
Interest in the transaction: Contingent interest in the transaction in the value of TBD.

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

Ehab Gerges, President, PMCM,
CBDO/Principal-in-Charge


Signature

September 11, 2023
Date

Print Name, Title

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.

B. Bidder Proposer Information

Name: Annie Aguilar
Title/Position: President
City and State of Residence: Carlsbad, CA
Employer (if different than Bidder/Proposer): San Dieguito Engineering, Inc.
Interest in the transaction: Contingent interest in the transaction in the value of 1%

Name: Sanjay Govil
Title/Position: President/Principal Engineer
City and State of Residence: Santa Ana, CA
Employer (if different than Bidder/Proposer): TGR Geotechnical
Interest in the transaction: Contingent interest in the transaction in the value of 0.5%

Name: Robert Menald
Title/Position: President
City and State of Residence: Fullerton, CA
Employer (if different than Bidder/Proposer): Titan Environmental Services
Interest in the transaction: Contingent interest in the transaction in the value of 1.5%

Name: Stacy Williams
Title/Position: Client Services Manager
City and State of Residence: San Diego, CA
Employer (if different than Bidder/Proposer): Twining
Interest in the transaction: Contingent interest in the transaction in the value of TBD.

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

Ehab Gerges, President, PMCM,
CBDO/Principal-in-Charge


Signature

September 11, 2023
Date

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

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

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

B. Bidder Proposer Information

Name: Kyle McCarty
Title/Position: Principal Engineer
City and State of Residence: San Diego, CA
Employer (if different than Bidder/Proposer): West Coast Civil, Inc.
Interest in the transaction: Contingent interest in the transaction in the value of 1%

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

Ehab Gerges, President, PMCM,
CBDO/Principal-in-Charge


Signature

September 11, 2023
Date

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

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

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

F. Performance History

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?

San Bernardino County - The County filed a complaint against Skanska USA Civil West California District, Inc., AECOM Technical Services, Harris & Associates, Federal Insurance Company (surety bond), Continental Insurance Company of Maryland (surety bond), and Does 1 through 4, alleging breach of contract and negligence causing property damage to County's Glen Helen Parkway Grade Separation project, such as pavement cracking and earth movement on embankments. The complaint was filed on May 10, 2019.

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

Ehab Gerges, President, PMCM,
CBDO/Principal-in-Charge



September 11, 2023

Print Name, Title

Signature

Date

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

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

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

F. Performance References

7. 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: Sheila Bose, 619.533.4698

Contact Email: sbose@sandiego.gov

Address: 525 B Street, Suite 750, San Diego, CA 92101

Contract Date: 2016 - 2018

Contract Amount: \$329K

Requirements of Contract:

- Name - Avenida de la Playa Storm Drian Reconstruction
- Description - Harris provided CM/RE services for this project removing approximately 600 LF of precast reinforced concrete box culvert and replacing it with cast-in-place reinforced box culvert along Avenida de la Playa from Paseo Del Ocaso toward the seawall within and adjacent to the beach area. During the project, Harris' construction manager identified that while the project called to replace the bedding for the box culvert, the foundations appeared to be in good condition. After coordinating with the geotechnical team and the City, it was determined that the bedding was geotechnically sound, saving the City almost half a million dollars. Despite rain delays, the project was completed a week ahead of its Memorial Day weekend deadline, allowing the boat launch access point to be open for ocean recreation.

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

Ehab Gerges, President, PMCM,
CBDO/Principal-in-Charge

Print Name, Title


Signature

September 11, 2023

Date

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

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

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

F. Performance References

7. 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: Valley Water

Contact Name and Phone Number: Cindy Owens, 408.265.2600

Contact Email: COwens@valleywater.org

Address: 2185 La Mirada Dr., Vista, CA 92081

Contract Date: 2022 - Ongoing

Contract Amount: \$674,844

Requirements of Contract:

- Name - Hale Creek Enhancement Pilot Project
- Description - Harris provided construction management and inspection services for the Hale Creek Pilot Project. The project removed approximately 650 feet of the existing concrete canal and replaced it with concrete retaining walls and a vegetated soft bottom channel in order to allow natural percolation to occur again in the stream bed. The team also removed an existing bridge in the Seventh Day Adventist Church parking lot and installed a new prefabricated steel bridge to span between the East and West banks. The project included storm drain outfalls, sheet pile flood wall with fiberglass round pile (FRP) caps, soldier pile walls with precast concrete lagging, concrete trapezoidal channel lining at the transition of concrete to soft channel bottom, fencing, riffle grade structures, and planting shrubs and seeds along the channel length.

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

Ehab Gerges, President, PMCM,
CBDO/Principal-in-Charge



September 11, 2023
Date

Print Name, Title

Signature

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. Performance References

7. 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 Coronado

Contact Name and Phone Number: Jim Newton, 619.522.7313

Contact Email: jnewton@coronado.ca.us

Address: 1825 Strand Way, Coronado, CA 92118

Contract Date: 2022 - 2024

Contract Amount: \$1.29M

Requirements of Contract:

- Name - Parker Pump Station Replacement
- Description - The Parker Pump Station Replacement Project is a significant undertaking aimed at replacing the existing two-story underground wastewater and stormwater lift station located at 8th Street and Coronado Avenue. This critical infrastructure project involves the construction of a new control building and a permanent generator with a wall enclosure on an adjacent site. With an estimated value of \$26 million, it will be the largest pump station within the City's limits, a major capital project for the City. The Parker Pump Station plays a vital role in collecting and directing stormwater and sanitary sewer flows in the Country Club area, making the project crucial for improving operational efficiency, mitigating the risk of flooding in nearby homes, and preventing pollution from reaching the ocean. This project contributes to increasing resilience to the impacts of sea-level rise.

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

Ehab Gerges, President, PMCM,
CBDO/Principal-in-Charge

Print Name, Title



Signature

September 11, 2023

Date

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

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

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

J. Statement of Subcontractors:

Company Name: AB Engineering, Inc.
Contact Name and Phone Number: Abe Barhoumi, 858.366.3758
Contact Email: abe@a-b-engineering.com
Address: 6250 Camino Del Pajaro 9145, Rancho Santa Fe, CA 92067
Contract Date: TBD
Sub-Contract Dollar Amount: TBD
Requirements of Contract: Civil & Storm Drain Inspection
What port of work will be assigned to this subcontractor? TBD
Certified SLBE, ELBE, MBE, DBE, WBE, DVBE, or OBE? Yes No

J. Statement of Subcontractors:

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 92071-2685
Contract Date: TBD
Sub-Contract Dollar Amount: TBD
Requirements of Contract: Soils & Materials Testing
What port of work will be assigned to this subcontractor? 1.5%
Certified SLBE, ELBE, MBE, DBE, WBE, DVBE, or OBE? Yes No

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

Ehab Gerges, President, PMCM,
CBDO/Principal-in-Charge



September 11, 2023

Print Name, Title

Signature

Date

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

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

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

J. Statement of Subcontractors:

Company Name: Argo Performance, Ltd
Contact Name and Phone Number: Jason McGehee, 619.843.2802
Contact Email: jason@argoperformance.com
Address: 307 Laurel Street, San Diego, CA 92101
Contract Date: TBD
Sub-Contract Dollar Amount: TBD
Requirements of Contract: Instrumentation Inspection
What port of work will be assigned to this subcontractor? 1%
Certified SLBE, ~~ELBE~~ ~~MBE~~, DBE, WBE, DVBE, or OBE? Yes No

J. Statement of Subcontractors:

Company Name: Atlas Technical Consultants, LLC.
Contact Name and Phone Number: Ron Baudour, 619.944.4020
Contact Email: ron.baudour@oneatlas.com
Address: 6280 Riverdale Street, San Diego, CA 92120
Contract Date: TBD
Sub-Contract Dollar Amount: TBD
Requirements of Contract: Specialties Inspection, Soils & Materials Testing and Field Surveying
What port of work will be assigned to this subcontractor? TBD
Certified SLBE, ELBE, MBE, DBE, WBE, DVBE, or ~~OBE~~? Yes No

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

Ehab Gerges, President, PMCM,
CBDO/Principal-in-Charge

Print Name, Title


Signature

September 11, 2023

Date

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

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

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

J. Statement of Subcontractors:

Company Name: Belcourt Engineering Group, LLC
Contact Name and Phone Number: Mohamed Adjroud, 858.837.0749
Contact Email: madjroud@belcourten.com
Address: 11457 Vista Ridge, San Diego, CA 92130
Contract Date: TBD
Sub-Contract Dollar Amount: TBD
Requirements of Contract: Civil & Storm Drain Inspection, Mechanical Inspections
What port of work will be assigned to this subcontractor? TBD
Certified SLBE, ELBE, MBE, DBE, WBE, DVBE, or OBE? Yes No

J. Statement of Subcontractors:

Company Name: Coast Surveying, Inc.
Contact Name and Phone Number: Ruel Del Castillo, 714.918.6266
Contact Email: Ruel.delCastillo@coastsurvey.com
Address: Insert 15031 Parkway Loop, Suite B, Tustin, CA 92780
Contract Date: TBD
Sub-Contract Dollar Amount: TBD
Requirements of Contract: Land Surveying
What port of work will be assigned to this subcontractor? 1%
Certified SLBE, ELBE, MBE, DBE, WBE, DVBE, or OBE? Yes No

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

Ehab Gerges, President, PMCM,
CBDO/Principal-in-Charge

Print Name, Title



Signature

September 11, 2023

Date

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

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

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

J. Statement of Subcontractors:

Company Name: Construction Quality Management Solutions
Contact Name and Phone Number: Saeid Asgari, 949.379.4481
Contact Email: sasgari@cqmscorp.com
Address: 14252 Culver Drive, A-296, Irvine, CA 92604
Contract Date: TBD
Sub-Contract Dollar Amount: TBD
Requirements of Contract: Soil & Materials Testing and Field Surveying, Cost Estimating, Administrative Services
What port of work will be assigned to this subcontractor? 1%
Certified SLBE, ELBE, MBE, DBE, WBE, DVBE, or OBE? Yes No

J. Statement of Subcontractors:

Company Name: CPM Partners, Inc.
Contact Name and Phone Number: Maribel Janecek, 562.365.4969
Contact Email: maribel@cpm-partners.com
Address: 535 Encinitas Blvd, Suite 114, Encinitas, CA 92024
Contract Date: TBD
Sub-Contract Dollar Amount: TBD
Requirements of Contract: Civil & Storm Drain Inspection, Document Control, Controls & Scheduling, CO & Claims Management, Administrative Services
What port of work will be assigned to this subcontractor? 1%
Certified SLBE, ELBE, MBE, DBE, WBE, DVBE, or OBE? Yes No

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

Ehab Gerges, President, PMCM,
CBDO/Principal-in-Charge



September 11, 2023

Print Name, Title

Signature

Date

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

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

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

J. Statement of Subcontractors:

Company Name: CSW Funding, LLC, DBA: Construction Service Workers

Contact Name and Phone Number: Wanda Rodgers, 619.303.6890

Contact Email: wlrogers@csw.services

Address: 404 Euclid Ave, 301, San Diego, CA 92114

Contract Date: TBD

Sub-Contract Dollar Amount: TBD

Requirements of Contract: Administrative Services

What port of work will be assigned to this subcontractor? 1%

Certified SLBE, ELBE, MBE, DBE, WBE, DVBE, or OBE? Yes No

J. Statement of Subcontractors:

Company Name: GEI Consultants

Contact Name and Phone Number: Violetta McDaniel, 858.220.1004

Contact Email: vmcdaniel@geiconsultants.com

Address: 4000 Unicorn Park Drive, Woburn, MA 01801

Contract Date: TBD

Sub-Contract Dollar Amount: TBD

Requirements of Contract: Civil & Storm Drain Inspection

What port of work will be assigned to this subcontractor? TBD

Certified SLBE, ELBE, MBE, DBE, WBE, DVBE, or OBE? Yes No

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

Ehab Gerges, President, PMCM,
CBDO/Principal-in-Charge

Print Name, Title


Signature

September 11, 2023

Date

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

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

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

J. Statement of Subcontractors:

Company Name: Hernandez, Kroone & Associates, Inc.
Contact Name and Phone Number: Richard Hernandez, 909.884.3222
Contact Email: richardh@hkagroup.com
Address: 234 East Drake Drive, San Bernardino, CA 92408
Contract Date: TBD
Sub-Contract Dollar Amount: TBD
Requirements of Contract: Land Surveying
What port of work will be assigned to this subcontractor? 1%
Certified SLBE, ELBE, MBE, DBE, WBE, DVBE, or OBE? Yes No

J. Statement of Subcontractors:

Company Name: La Salle Solutions, LLC
Contact Name and Phone Number: Dennis La Salle, 619.501.2645
Contact Email: drlasalle@lasallecm.com
Address: 900 F Street, Suite 128, San Diego, CA 92101
Contract Date: TBD
Sub-Contract Dollar Amount: TBD
Requirements of Contract: Civil & Storm Drain Inspection, Structural Inspections
What port of work will be assigned to this subcontractor? 1%
Certified SLBE, ELBE, MBE, DBE, WBE, DVBE, or OBE? Yes No

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

Ehab Gerges, President, PMCM,
CBDO/Principal-in-Charge

Print Name, Title



Signature

September 11, 2023

Date

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

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

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

J. Statement of Subcontractors:

Company Name: MARRS Services, Inc.
Contact Name and Phone Number: Riaz Chaudhary, 714.213.8650
Contact Email: riaz@marrscorp.com
Address: 328 East Commonwealth Ave, Fullerton, CA 92832
Contract Date: TBD
Sub-Contract Dollar Amount: TBD
Requirements of Contract: Cost Estimating, Mechanical Inspections
What port of work will be assigned to this subcontractor? 0.5%
Certified SLBE, ELBE, MBE, DBE, WBE, DVBE, or OBE? Yes No

J. Statement of Subcontractors:

Company Name: Ninyo & Moore Geotechnical & Environmental Sciences
Contact Name and Phone Number: Jeffery T. Kent, 858.576.1000
Contact Email: jkent@ninyoandmoore.com
Address: 5710 Ruffin Road, San Diego, CA 92123
Contract Date: TBD
Sub-Contract Dollar Amount: TBD
Requirements of Contract: Structural Inspection, Soils & Materials Testing and Field Surveying
What port of work will be assigned to this subcontractor? 1.5%
Certified SLBE, ELBE, MBE, DBE, WBE, DVBE, or OBE? Yes No

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

Ehab Gerges, President, PMCM,
CBDO/Principal-in-Charge

Print Name, Title


Signature

September 11, 2023
Date

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

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

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

J. Statement of Subcontractors:

Company Name: Orange Coast Analytical, Inc.
Contact Name and Phone Number: Cindy Noorani, 714.832.0064
Contact Email: cindyn@ocalab.com
Address: 3002 Dow Ave, Suite 532, Tustin, CA 92705
Contract Date: TBD
Sub-Contract Dollar Amount: TBD
Requirements of Contract: Soils & Materials Testing and Field Surveying
What port of work will be assigned to this subcontractor? 1.5%
Certified SLBE, ELBE, MBE, DBE, WBE, DVBE, or OBE? Yes No

J. Statement of Subcontractors:

Company Name: Performance Analytical Laboratories, Inc.
Contact Name and Phone Number: Marycarol Valenzuela, 310.809.1041
Contact Email: mvalenzuela@pali-labs.com
Address: 2702 East Willow Street, Signal Hill, CA 90755
Contract Date: TBD
Sub-Contract Dollar Amount: TBD
Requirements of Contract: Soils & Materials Testing and Field Surveying
What port of work will be assigned to this subcontractor? 1.5%
Certified SLBE, ELBE, MBE, OBE, WBE, DVBE, or OBE? Yes No

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

Ehab Gerges, President, PMCM,
CBDO/Principal-in-Charge

Print Name, Title



Signature

September 11, 2023
Date

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

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

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

J. Statement of Subcontractors:

Company Name: Proteus Consulting
Contact Name and Phone Number: Soma Bhadra
Contact Email: soma@consult-proteus.com
Address: 4087 Alabama Street, San Diego, CA 92104
Contract Date: TBD
Sub-Contract Dollar Amount: TBD
Requirements of Contract: Instrumentation Inspection, Mechanical Inspection, Cost Estimating
What port of work will be assigned to this subcontractor? 1%
Certified SLBE, ELBE, MBE, DBE, WBE, DVBE, or OBE? Yes No

J. Statement of Subcontractors:

Company Name: Reddy Engineering Services, Inc.
Contact Name and Phone Number: Rafael Lopez, 403.309.4762
Contact Email: rafael@reddyengineering.com
Address: 3160 Camino del Rio South, Suite 103, San Diego, CA 92108
Contract Date: TBD
Sub-Contract Dollar Amount: TBD
Requirements of Contract: Civil & Storm Drain Inspection, Mechanical Inspection, Cost Estimating
What port of work will be assigned to this subcontractor? 1%
Certified SLBE, ELBE, MBE, DBE, WBE, DVBE, or OBE? Yes No

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

Ehab Gerges, President, PMCM,
CBDO/Principal-in-Charge

Print Name, Title


Signature

September 11, 2023

Date

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

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

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

J. Statement of Subcontractors:

Company Name: Rockwell Construction Services, LLC
Contact Name and Phone Number: Jim Hudson, 760.715.3082
Contact Email: jim.hudson@rockwell-cs.com
Address: 31480 Justin Place, Valley Center, CA 92008
Contract Date: TBD
Sub-Contract Dollar Amount: TBD
Requirements of Contract: Electrical Inspection, Instrumentation Inspection
What port of work will be assigned to this subcontractor? TBD
Certified SLBE, ELBE, MBE, DBE, WBE, DVBE, or OBE? Yes No

J. Statement of Subcontractors:

Company Name: San Dieguito Engineering, Inc.
Contact Name and Phone Number: Annie Aguilar, 858.345.1149, ext. 1160
Contact Email: aaguilar@sdeinc.com
Address: 1911 Palomar Oaks Way, Suite 200, Carlsbad, CA 92008
Contract Date: TBD
Sub-Contract Dollar Amount: TBD
Requirements of Contract: Land Surveying
What port of work will be assigned to this subcontractor? 1%
Certified SLBE, ELBE, MBE, DBE, WBE, DVBE, or OBE? Yes No

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

Ehab Gerges, President, PMCM,
CBDO/Principal-in-Charge



September 11, 2023

Print Name, Title

Signature

Date

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

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

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

J. Statement of Subcontractors:

Company Name: TGR Geotechnical, Inc.
Contact Name and Phone Number: Sanjay Govil, 714.641.7189
Contact Email: sgovil@tgrgeotech.com
Address: 3037 South Harbor Blvd, Santa Ana, CA 92704
Contract Date: TBD
Sub-Contract Dollar Amount: TBD
Requirements of Contract: Soils & Materials Testing and Field Surveying
What port of work will be assigned to this subcontractor? 0.5%
Certified SLBE, ELBE, MBE, DBE, WBE, DVBE, or OBE? Yes No

J. Statement of Subcontractors:

Company Name: Titan Environmental Solutions
Contact Name and Phone Number: Robert Menald, 714.860.8965
Contact Email: robert@titan-enviro.com
Address: Fullerton, CA
Contract Date: TBD
Sub-Contract Dollar Amount: TBD
Requirements of Contract: Soils & Materials Testing and Field Surveying
What port of work will be assigned to this subcontractor? 1.5%
Certified SLBE, ELBE, MBE, DBE, WBE, DVBE, or OBE? Yes No

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

Ehab Gerges, President, PMCM,
CBDO/Principal-in-Charge

Print Name, Title



Signature

September 11, 2023

Date

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

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

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

J. Statement of Subcontractors:

Company Name: Twining, Inc.
Contact Name and Phone Number: Stacy Williams, 619.787.9840
Contact Email: swilliams@twininginc.com
Address: 15950 Bernardo Center Drive, Suite J, San Diego, CA 92127
Contract Date: TBD
Sub-Contract Dollar Amount: TBD
Requirements of Contract: Soils & Materials Testing, Specialties Inspections
What port of work will be assigned to this subcontractor? TBD
Certified SLBE, ELBE, MBE, DBE, WBE, DVBE, or OBE? Yes No

J. Statement of Subcontractors:

Company Name: West Coast Civil, Inc.
Contact Name and Phone Number: Kyle McCarty, 858.869.1332
Contact Email: kyle@westcostcivil.com
Address: 9740 Appaloosa Road, Suite 200, San Diego, CA 92131
Contract Date: TBD
Sub-Contract Dollar Amount: TBD
Requirements of Contract: Civil & Storm Drain Inspections
What port of work will be assigned to this subcontractor? 1%
Certified SLBE, ELBE, MBE, DBE, WBE, DVBE, or OBE? Yes No

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

Ehab Gerges, President, PMCM,
CBDO/Principal-in-Charge


Signature

September 11, 2023
Date

**CALIFORNIA LABOR CODE
EXISTING LAW**

' 1771. Payment of general prevailing rate

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

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

AMENDMENT

' 1720. Public works; use of public funds

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

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

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

United States Environmental Protection Agency Fund Requirements

The firm contracting with the City (Construction Management Professional) shall comply with all of the following requirements. If there are other provisions in the Agreement that address the same subjects as this Exhibit, the Construction Management Professional shall comply with both provisions, with the more stringent requirements controlling. If there is a direct conflict between the Agreement and this Exhibit, the requirements of this Exhibit shall control in order to preserve the City's eligibility to receive financial assistance.

- I. **Debarment and Suspension.** Construction Management Professional certifies that it will not knowingly enter into a contract with anyone who is ineligible under the 2 CFR part 180 and part 1532 (per Executive Order 12549, 51 FR 6370, February 21, 1986) or who is prohibited under Section 306 of the Clean Air Act or Section 508 of the Clean Water Act to participate in any project subject to the Agreement. Suspension and debarment information can be accessed at <http://www.sam.gov>. Construction Management Professional represents and warrants that it has or will include a term or conditions requiring compliance with this provision in all of its subcontracts under this Agreement.
- II. **Federal Lobbying Restrictions (31 U.S.C 1352).** Recipients of federal financial assistance may not pay any person for influencing or attempting to influence any officer or employee of a federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress with respect to the award, continuation, renewal, amendment, or modification of a federal grant, loan, or contract. These requirements are implemented for USEPA in 40 CFR Part 34, which also describes types of activities, such as legislative liaison activities and professional and technical services, which are not subject to this prohibition. Upon award of this contract, Construction Management Professional shall complete and submit to the City the certification and disclosure forms in Appendix A and Appendix B to 40 CFR Part 34. Construction Management Professional shall also require all subcontractors and suppliers of any tier awarded a subcontract over \$100,000 to similarly complete and submit the certification and disclosure forms pursuant to the process set forth in 40 CFR 34.110.
- III. **Civil Rights Obligations.** Construction Management Professional shall comply with the following federal non-discrimination requirements:
 - a. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP). (42 U.S.C 2000D, et. seq)
 - b. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities. (29 U.S.C. 794, supplemented by EO 11914, 41 FR 17871, April 29, 1976 and EO 11250, 30 FR 13003, October 13, 1965)
 - c. The Age Discrimination Act of 1975, which prohibits age discrimination. (42 U.S.C 6101 et. seq)
 - d. Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex.
 - e. 40 CFR Part 7, as it relates to the foregoing.

IV. Equal Employment Opportunity (EEO). RESERVED

V. Standard Federal Equal Employment Opportunity Construction Contract Specifications. RESERVED

VI. Segregated Facilities. RESERVED.

VII. Disadvantaged Business Enterprises (DBE). The Construction Management Professional must ensure that the DBE's six good faith efforts are used during the procurement of subcontractors for the [Project]. The six good faith efforts are found at: <https://www.epa.gov/grants/disadvantaged-business-enterprise-programrequirements#sixgoodfaithefforts>.

VIII. American Iron and Steel (AIS) Requirement. RESERVED.

VII. Build America, Buy America. (Effective May 14, 2022) The Construction Management Professional acknowledges to and for the benefit of the City ("Purchaser") and the United States Environmental Protection Agency ("EPA" or "Funding Authority") that it understands the goods and services under this Agreement are being funded with federal monies made available by the Water Infrastructure Finance and Innovation Act program of EPA that have statutory requirements commonly known as "Build America, Buy America;" that requires all of the iron and steel, manufactured products, and construction materials used in the project to be produced in the United States ("Build America, Buy America Requirements") including iron and steel, manufactured products, and construction materials provided by the prime contractor pursuant to this Agreement. The Construction Management Professional hereby represents and warrants to and for the benefit of the Purchaser and Funding Authority (a) the Construction Management Professional has reviewed and understands the Build America, Buy America Requirements, (b) the Construction Management Professional will not approve any iron and steel, manufactured products, and construction materials used in the project unless they will be and/or have been produced in the United States in a manner that complies with the Build America, Buy America Requirements, or unless a waiver of the requirements is approved, and the Construction Management Professional will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Build America, Buy America Requirements, as may be requested by the Purchaser or the Funding Authority. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Construction Management Professional shall permit the Purchaser or Funding Authority to recover as damages against the Construction Management Professional any loss, expense, or cost (including without limitation attorney's fees) incurred by the Purchaser or Funding Authority resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the Funding Authority or any damages owed to the Funding Authority by the Purchaser). If the Construction Management Professional has no direct contractual privity with the Funding Authority, as a lender or awardee to the Purchaser for the funding of its project, the Purchaser and the Construction Management Professional

agree that the Funding Authority is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the Funding Authority.

X. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

(Effective August 13, 2020). The John S. McCain National Defense Authorization Act for Fiscal Year 2019 (P.L. 115- 232), at Section 889, prohibits EPA financial assistance recipients, including WIFIA borrowers, from expending loan funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in the Act, "covered telecommunications equipment or services" means:

- a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- b. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- c. Telecommunications or video surveillance services provided by such entities or using such equipment.
- d. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

The Act does not prohibit:

- a. Procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements.
- b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

XI. Additional Federal Statutes. The Construction Management Professional shall be required to comply with the following federal statutes:

- a) National Environmental Policy Act (NEPA) of 1969/Programmatic Environmental Assessment (PEA)
 - b) National Historic Preservation Act (NHPA)
 - c) Endangered Species Act (ESA)
 - d) Flood Plain Management Executive Order 11988 as amended by Executive Order 13690
-

CERTIFICATION OF LOCAL AGENCY

I HEREBY CERTIFY that I am the Deputy Director of the Local Agency of City of San Diego, and that the consulting firm of Harris and Associates, or its representative has not been required (except as herein expressly stated), directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this Agreement to:

- (a) employ, retain, agree to employ or retain, any firm or persons; or
- (b) pay or agree to pay, to any firm, person or organization, any fee, contribution, donation, or consideration of any kind.

I acknowledge that this Certificate to be furnished to the United States Environmental Protection Agency (USEPA) in connection with this Agreement involving participation of USEPA funds, and is subject to applicable State and Federal laws, both criminal and civil.

5/7/24
(Date)

[Handwritten Signature]
(Signature)

CERTIFICATION OF CONSULTANT

I HEREBY CERTIFY that I am the EVP, President, PMCM, CBDO/Principal-in-Charge and duly authorized representative of the firm of Harris & Associates, Inc., whose address is 600 B Street, #2000, San Diego, CA 92101

and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this Agreement; nor
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the agreement; nor
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement.

I acknowledge that this Certificate is to be furnished to the United States Environmental Protection Agency (USEPA) in connection with this Agreement involving participation of USEPA funds, and is subject to applicable State and Federal laws, both criminal and civil.

March 22, 2024
(Date)


(Signature)

CERTIFICATION REGARDING LOBBYING (APPENDIX A, 40 C.F.R. Part 34)

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Construction Management Professional, [Ehab Gerges] certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Construction Management Professional understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Construction Management Professional's Authorized Official

Ehab Gerges, EVP, President, PMCM, CBDO/Principal-in-Charge

Name and Title of Construction Management Professional's Authorized Official

March 22, 2024

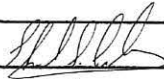
Date

DISCLOSURE OF LOBBYING ACTIVITIES (APPENDIX B, 40 C.F.R. Part 34)

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

<p>1. Type of Federal Action:</p> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<p>2. Status of Federal Action:</p> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<p>3. Report Type:</p> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
<p>4. Name and Address of Reporting Entity:</p> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known:		<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> Congressional District, if known:
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> CFDA Number, if applicable: _____	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> \$ _____	
<p>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</p> (attach Continuation Sheet(s) SF-LLL-A, if necessary)		<p>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</p> (attach Continuation Sheet(s) SF-LLL-A, if necessary)
<p>11. Amount of Payment (check all that apply):</p> \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	<p>13. Type of Payment (check all that apply):</p> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____	
<p>12. Form of Payment (check all that apply):</p> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____	<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11:</p> <p style="text-align: center;">N/A - No Activities to Disclose</p> (attach Continuation Sheet(s) SF-LLL-A, if necessary)	
<p>15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: </p> <p>Print Name: <u>Ehab Gerges</u></p> <p>Title: <u>EVP, President, PMCM, CBDO/Principal-in-Charge</u></p> <p>Telephone No.: <u>949.683.2011</u> Date: <u>March 22, 2024</u></p>	
<p>Federal Use Only:</p>		<p>Authorized for Local Reproduction Standard Form - LLL</p>

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of _____



Harris & Associates

**CERTIFICATE OF THE PRESIDENT AND CEO
OF
HARRIS & ASSOCIATES, INC.**

Authorization to Enter into Contracts and Proposals

Pursuant to the authority granted by Section 5.3 of the Bylaws of Harris & Associates, Inc., a California corporation (Company), and the delegation of authority by the Board of Directors of the Company to the President and CEO, the undersigned, as President and CEO, hereby authorizes the individuals holding the positions named below to have the authority to enter into contracts and sign proposals and incur obligations in the amounts set forth below for contracts with acceptable risk. Contracts that have questionable risk must be elevated to the Risk Management Advisory Committee for review and approval. These authorities shall remain in effect until such individual no longer holds the named position or the signing authority is revoked, changed or amended by a duly executed Certificate of the President and CEO.

The individuals named below holding the positions in Tier 1 may further delegate their authority to specific individuals who report directly to them for amounts up to \$2,500,000.

The individuals named below holding the positions in Tier 2 may further delegate their authority to specific individuals who report directly to them for amounts up to \$1,000,000. This further delegation of authority must be in writing and approved by the CEO or appropriate Division President using the attached Delegation of Authority letter. The delegation of authority will be limited to a specific time period ending not later than the end of the specific calendar year. Further, this delegation of authority may be limited to a specific proposal or contract.

Tier 1. Contracts and Proposals in Unlimited Amounts

CEO, CFO, CBDO and COO

Tier 2. Contracts and Proposals up to Two Million Five Hundred Thousand Dollars (\$2,500,000)

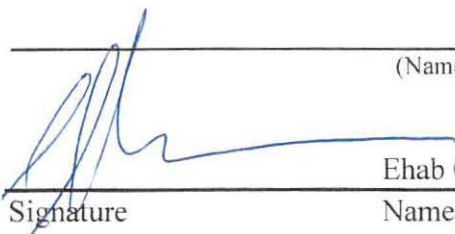
Vice Presidents

IN WITNESS WHEREOF, the undersigned has executed this Certificate of the President and CEO as of this 27th day of October 2023.

Steve Winchester, President and CEO

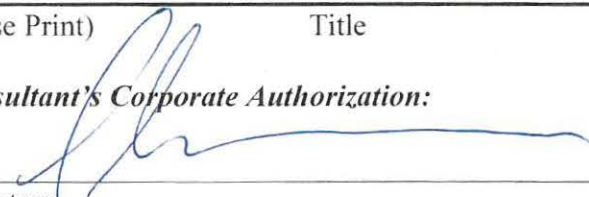
CONSULTANT'S SIGNATURE AUTHORITY DOCUMENT

The following individual possesses the corporate authority to enter into Contract # H2326237 on behalf of:



Harris & Associates, Inc.
(Name under which business is conducted)
Executive Vice President, CBDO,
PMCM & Engineering Division
President
Signature Name (Please Print) Title

Consultant's Corporate Authorization:



Signature
Ehab Gerges
Name (Please Print) April 18, 2024
Date
Executive Vice President, CBDO, PMCM &
Engineering Division President
Title

Note: This signature authority document must be notarized (see below) if the Consultant's Corporate Authorization signatory is the same individual with corporate authority to enter into Contract # H2326237.

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

On 04/18/2024 before me, Hiteshri J Patel, Notary Public, personally appeared Ehab Gerges, who proved to me based on satisfactory evidence to be the person(s) whose name(s) (is) are subscribed to the within the instrument and acknowledged to me that (he)/she/they executed the same in (his)/her/their authorized capacity(ies), and that by (his)/her/their signature(s) on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Hiteshri J Patel



103 5-14-24

(R-2024-522)

RESOLUTION NUMBER R- 315517

DATE OF FINAL PASSAGE MAY 20 2024

A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN DIEGO AUTHORIZING THE AWARD OF THREE (3) AS-NEEDED CONSTRUCTION MANAGEMENT SERVICES CONTRACTS WITH KLEINFELDER CONSTRUCTION SERVICES (H2326236), HARRIS & ASSOCIATES, INC. (H2326237) AND ARDURRA GROUP, INC. (H2326238) AND RELATED ACTIONS.

WHEREAS, the Engineering and Capital Projects Department's Construction Management and Field Engineering (CMFE) Division provides construction management, inspection and support services for public improvement and private land development projects, including projects funded by federal loans or grants under the Water Infrastructure Finance and Innovation Act (WIFIA); and

WHEREAS, the CMFE division manages the City of San Diego's (City) Capital Improvement Program (CIP) projects from the construction award stage until final completion to ensure that construction follows the project plans, specifications, and City processes; and

WHEREAS, projects funded under WIFIA are subject to certain federal contractual requirements and compliance certifications related to domestic preference for manufacturing materials, debarment and suspension, lobbying restrictions, and civil rights and antidiscrimination provisions that are different from the City's standard consultant services agreements and procurement documents; and

WHEREAS, CMFE seeks to contract with construction management professionals on projects that receive WIFIA funding to augment City inspection staff on an as-needed basis for projects during peak workloads and for projects requiring specific expertise and/or specialty inspection, which may not be available through City staff; and

WHEREAS, in addition to inspections, CMFE seeks to augment City staff on an as-needed basis for construction management, contract administration, constructability review, scheduling, cost estimate and invoice review, change order evaluation, and jobsite safety monitoring; and

WHEREAS, the ability to have as-needed construction management professionals under WIFIA-specific contracts for WIFIA-funded projects will help preserve the federal funding source and provide CMFE the resources to help keep the City's portfolio of WIFIA-funded capital projects on-schedule and on-budget when additional support to CMFE is necessary; and

WHEREAS, the City advertised three contracts for as-needed construction management services, received ten responsive proposals, and, based on the evaluation criteria, three firms were determined to be the most qualified; and

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

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

1. The Mayor, or his designee, is authorized to execute, for and on behalf of the City, individual five year agreements for As-Needed Construction Management Services in an amount not to exceed \$15,000,000 for each of the three contracts, which once signed by all parties will be on file with the City Clerk as indicated below:

- a. Kleinfelder Construction Services (Document No. RR - 315517-1);
- b. Harris & Associates, Inc. (Document No. RR - 315517-2); and
- c. Ardurra Group, Inc. (Document No. RR - 315517-3).

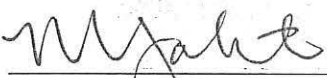
2. The Chief Financial Officer is authorized to expend an amount not to exceed \$15,000,000 for each contract over five years to fund the agreements with Kleinfelder

Construction Services (H2326236), Harris & Associates, Inc. (H2326237) and Ardurra Group, Inc. (H2326238), 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.

3. The Chief Financial Officer is authorized to expend a minimum aggregate amount of \$1,000 for each contract in the following projects to execute these three agreements and meet minimum contract requirements:

- a. CIP A-CA.00001, Flood Resilience Infrastructure, Fund 400265, GFCIP Contributions (H2326236);
- b. CIP A-CA.00001, Flood Resilience Infrastructure, Fund 400265, GFCIP Contributions (H2326237); and
- c. CIP A-CA.00001, Flood Resilience Infrastructure, Fund 400265, GFCIP Contributions (H2326238).

APPROVED: MARA W. ELLIOTT, City Attorney

By 
Michael D. Johnston
Deputy City Attorney

MDJ:cw
April 18, 2024
Or.Dept: Engineering & Capital Projects
CC No.: 3000016683 Kleinfelder Construction Services (H2326236)
CC No.: 3000016684 Harris & Associates, Inc. (H2326237)
CC No.: 3000016685 Ardurra Group, Inc. (H2326238)
Doc. No. 3637026

I certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of MAY 14 2024.

DIANA J.S. FUENTES
City Clerk

By Kristell Medina
Deputy City Clerk

Approved: 5/17/24
(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 3000016683
 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: Kleinfelder Construction Services

Purpose: To authorize the expenditure of funds to not exceed \$1000.00 to Kleinfelder Construction Services for the purpose of providing As-Needed Construction Management Services under contract H2326236 project and meeting minimum contract requirements.

Date: April 16, 2024

By: Sonny Bautista *Sonny Bautista*

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	ACA00001	400265	NOT_RELEVANT_GRANT	512026	STWA-00000000-SH	2114	2114120013	A-CA.00001	\$1,000.00
TOTAL AMOUNT									\$1,000.00

FUND OVERRIDE

CC 3000016683

The City of San Diego
COMPTROLLER'S CERTIFICATE

CERTIFICATE OF UNALLOTTED BALANCE

ORIGINATING

CC 3000016684
 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, Inc.

Purpose: To authorize the expenditure of funds to not exceed \$1000.00 to Harris & Associates, Inc. for the purpose of providing As-Needed Construction Management Services under contract H2326237 project and meeting minimum contract requirements.

Date: April 16, 2024 By: Sonny Bautista *Sonny Bautista*

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	ACA00001	400265	NOT_RELEVANT_GRANT	512026	STWA-00000000-SH	2114	2114120013	A-CA.00001	\$1,000.00
TOTAL AMOUNT									\$1,000.00

FUND OVERRIDE

The City of San Diego
COMPTROLLER'S CERTIFICATE

CERTIFICATE OF UNALLOTTED BALANCE

ORIGINATING CC 3000016685
 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: Ardurra Group, Inc.

Purpose: To authorize the expenditure of funds to not exceed \$1000.00 to Ardurra Group, Inc. for the purpose of providing As-Needed Construction Management Services under contract H2326238 project and meeting minimum contract requirements.

Date: April 16, 2024 By: Sonny Bautista *Sonny Bautista*
 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	ACA00001	400265	NOT_RELEVANT_GRANT	512026	STWA-00000000-SH	2114	2114120013	A-CA.00001	\$1,000.00
TOTAL AMOUNT									\$1,000.00

FUND OVERRIDE

MAY 14 2024

Passed by the Council of The City of San Diego on _____, 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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sean Elo-Rivera	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Date of final passage MAY 20 2024.

(Please note: When a resolution is approved by the Mayor, the date of final passage is the date the approved resolution was returned to the Office of the City Clerk.)

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 *Crystal Medina*, Deputy

<p>Office of the City Clerk, San Diego, California</p> <p>Resolution Number R- 315517</p>
--

Passed by the Council of The City of San Diego on May 14, 2024, by the following vote:

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

NAYS: NONE.

NOT PRESENT: NONE.

RECUSED: 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 RESOLUTION NO. R-315517 approved on May 14, 2024. The date of final passage is May 20, 2024.

DIANA J.S. FUENTES

City Clerk of the City of San Diego, California

(Seal)

By: Linda Irvin, Deputy