

ORIGINAL

**AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND
RICHARD BRADY AND ASSOCIATES, INC.**

FOR

**AS-NEEDED CONSTRUCTION MANAGEMENT SERVICES –
CONTRACT 1**

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ORIGINAL

**AGREEMENT FOR CONSTRUCTION MANAGEMENT
PROFESSIONAL SERVICES**

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CONSTRUCTION MANAGEMENT PROFESSIONAL AS-NEEDED EXHIBITS

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**AS-NEEDED AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND RICHARD BRADY AND ASSOCIATES, INC.
FOR CONSTRUCTION MANAGEMENT SERVICES – CONTRACT 1**

THIS Agreement is made and entered into between the City of San Diego, a municipal corporation [City], and **RICHARD BRADY AND ASSOCIATES, INC.** [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

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. 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 Task [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 any Task 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
RESERVED**

**ARTICLE VI
INDEMNIFICATION**

6.1 Indemnification. Other than in the performance of design professional services which shall be solely as addressed in Section 6.2 below, to the fullest extent permitted by law, 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 Construction Management 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:

Richard Brady and Associates, Inc.
10089 Willow Creek Road, Suite 375
San Diego, CA 92131
Christopher Dull
Phone number: 858-354-9366
Email: cdull@rbrady.net

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 *Christopher Dull* [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-315516, authorizing such execution, and by the Construction Management Professional pursuant to Richard Brady and Associates, Inc.'s signature authority document.

I HEREBY CERTIFY I can legally bind Richard Brady and Associates, Inc. and that I have read all of this Agreement, this 9th day of April, 2024.

By CE Dull

Principal Name: Christopher Dull
Principal Title: Project Manager

Dated this 29th day of July, 2024.

THE CITY OF SAN DIEGO
Mayor or Designee

By Matthew Vespi

Matthew Vespi
Chief Financial Officer

I HEREBY APPROVE the form of the foregoing Agreement this 12th day of August, 2024.

MARA W. ELLIOTT, City Attorney

By Michael Johnston

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 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.

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 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 CMPs 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 also 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 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 the CMP reasonably believes that the RFI cannot be adequately addressed by the contract documents, the CMP shall provide the designer the RFI for the designer's 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 evaluate requests for material and equipment substitutions and changes based on compliance with contract specifications and consider the impacts to cost and schedule.
- 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 contractor.
- 4.11 The CMP shall attend contractor partnering session(s) as appropriate or upon the City's request.

5.0 CONTROLS AND SCHEDULING

EXHIBIT A

- 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 including:
 - 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 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:

8.2.1 Coordinate, assemble, and review supporting documentation for change order processing and make final recommendations to CB.

8.2.2 Review the merits of the contractor's alleged cost increases and/or time impacts.

8.2.3 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.

8.2.4 Expedite approval by the City of any negotiated change orders.

8.3 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 local 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 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

EXHIBIT A

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	
1.1 The Scope of Services shall be performed by Consultant's personnel in the number and classifications required by City.	
1.2 Subcontractor Participation. The City has incorporated mandatory SLBE-ELBE subcontractor participation percentages to enhance competition and maximize subcontracting opportunities. The mandatory subcontractor participation percentages based upon certified SLBE and ELBE firms has also been provided to achieve the mandatory subcontractor participation percentages or meet the Good Faith Effort documentation.	
1. SLBE participation X.X%	
2. ELBE participation X.X%	
3. Total mandatory participation X.X%	
Part D Time Sequence	
All Professional Services to be performed under this Task Order shall be completed by _____, and as set forth in the Task Order Scope of Services.	
City of San Diego	Consultant
Recommended For Approval:	I hereby acknowledge receipt and acceptance of this Task Order for:
Approved By:	By:
Name:	
Title:	
Date:	

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.

Compensation and Fee Schedule
Richard Brady Associates

Rate Schedule

Employee	Classification	Base Hourly Rate	Multiplier	Hourly Rate (ST)	Hourly Rate (OT)
Balderrama, Jorge, PE, QSP	CMRE/Associate Engineer	\$65.00	2.75	\$178.75	\$178.75
Bogage, Adam, PE	CMRE/Resident Engineer	\$80.00	2.75	\$220.00	\$220.00
Bowen, James, PE	CMRE/Senior Engineer	\$90.00	2.75	\$247.50	\$247.50
del Bello, Amanda, PE	CMRE/Resident Engineer	\$75.00	2.75	\$206.25	\$206.25
Dull, Christopher, PE	Principal CM	\$110.00	2.75	\$302.50	\$302.50
Dykman, Kevan	CM/Technician (non PW)	\$65.00	2.75	\$178.75	\$232.38
Dykman, Kevan	CM/Technician (PW)	\$75.00	2.75	\$206.25	\$268.13
Engle, Megan, EIT	Technician/Assistant Engineer	\$45.00	2.75	\$123.75	\$160.88
Griffis, Wade, PE, CCM	Contract Mgr./CMRE/Prin. Eng.	\$110.00	2.75	\$302.50	\$302.50
Joyce, Kevin, PE	CMRE/Senior Engineer	\$88.00	2.75	\$242.00	\$242.00
Magdalena-Weary, Trinity	Technician/Assistant Engineer	\$40.00	2.75	\$110.00	\$143.00
Maher, Masih, PE, QSD	CMRE/Senior Engineer	\$90.00	2.75	\$247.50	\$247.50
Munson, Connor, PE	CMRE/Associate Engineer	\$60.00	2.75	\$165.00	\$214.50
Mouser, Jeff, CWI	CWI (PW)	\$75.00	2.75	\$206.25	\$268.13
Ninh, Michael, PE	CMRE/Senior Engineer	\$90.00	2.75	\$247.50	\$321.75
Nishimura, Ryan, PE	CMRE/Resident Engineer	\$75.00	2.75	\$206.25	\$206.25
Pasua, Chelsi, PE, QSD	CMRE/Associate Engineer	\$62.00	2.75	\$170.50	\$170.50
Petrenko, Glenn, PE	CMRE/Senior Engineer	\$90.00	2.75	\$247.50	\$247.50
Poore, Dallas, CCM	CMRE/Associate Engineer	\$70.00	2.75	\$192.50	\$192.50
Prieto, Heather	Document Control	\$50.00	2.75	\$137.50	\$178.75
Ruben Rosales, CWI	CWI (PW)	\$75.00	2.75	\$206.25	\$268.13
Santonastaso, Robert	CMRE/Senior Engineer	\$90.00	2.75	\$247.50	\$247.50
Weber, Chris	Technician/Associate Engineer	\$55.00	2.75	\$151.25	\$196.63

* Overtime premium will only be applied as required by law e.g., Prevailing Wage Requirements.

Other Direct Costs

Item	Detail
ODCs as shown on Exhibit C	Per Notes in Exhibit C

Multiplier Breakdown

Direct Labor	100%
General and Administrative OH	150.30%
Subtotal	250.30%
Profit	10%
Total	275.330%
Multiplier	2.75

Compensation and Fee Schedule
 AB Engineering

Rate Schedule

Employee	Classification	Base Hourly Rate	Multiplier	Hourly Rate (ST)	Hourly Rate (OT)	Hourly Rate (DT)
Clay Bomberger	RE	\$97.46	2.36	\$230.00	\$278.73	
Hamid Yaqoubpoor	RE	\$92.30	2.36	\$230.00	\$276.15	
Ken Coop	Scheduler	\$93.00	2.36	\$219.48	\$219.48	
Ted Rigo	RE	\$99.71	2.36	\$235.32	\$235.32	
Jared Tietjen	Inspector	\$85.00	2.36	\$200.60	\$243.10	
Jared Tietjen (PW)	Inspector	\$85.00	2.36	\$200.60	\$243.10	\$285.60

* Overtime premium will only be applied as required by law e.g., Prevailing Wage Requirements.

Other Direct Costs

Item	Detail
Mileage	\$0.67
ODCs as shown on Exhibit C	Per Notes in Exhibit C

Multiplier Breakdown

Direct Labor	100%
General and Administrative OH	115.00%
Subtotal	215.00%
Profit	10%
Total	236.500%
Multiplier	2.36

Compensation and Fee Schedule
Allied Geotechnical

Rate Schedule

Employee	Classification	Base Hourly Rate	Multiplier	Hourly Rate (ST)	Hourly Rate (OT)	Hourly Rate (DT)
Sanl Sutanto	Engineer Principal	\$62.16	3.00	\$186.48	N/A	
Monte Murbach	Geologist - Senior	\$51.99	3.00	\$155.97	N/A	
Cathrene Glick	Hydrogeologist - Senior	\$51.99	3.00	\$155.97	N/A	
Joseph Goldhammer	Engineer - Senior	\$51.99	3.00	\$155.97	N/A	
Fathen Kathib	CADD-1	\$25.79	3.00	\$77.37	N/A	
Sally Vigi	Admin-3	\$24.71	3.00	\$74.13	N/A	
Nicholas Barnes (PW)	Field Technician - Senior	\$54.68	3.00	\$163.95	\$218.63	\$273.31
William Hayes (PW)	Field Technician - Senior	\$54.68	3.00	\$163.95	\$218.63	\$273.31

* Overtime premium will only be applied as required by law e.g., Prevailing Wage Requirements.

Other Direct Costs

Item	Detail
See Attached for Lab Schedule	
ODCs as shown on Exhibit C	Per Notes in Exhibit C

Multiplier Breakdown

Direct Labor	100%
General and Administrative OH	175.58%
Subtotal	275.58%
Profit	10%
Total	299.840%
Multiplier	3.00

**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>
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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

AGE Schedule of Laboratory Fees (2024 - 2024)

Page 2 of 4

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

ALLIED GEOTECHNICAL ENGINEERS, INC.

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>
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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.

Compensation and Fee Schedule
Alta Land Surveying

Rate Schedule

Employee	Classification	Base Hourly Rate	Multiplier	Hourly Rate (ST)	Hourly Rate (OT)
Miguel	Land Surveyor	\$100.00	2.89	\$289.00	
Jamie	Office Manager	\$30.00	2.89	\$86.70	
Rick	Land Surveyor	\$52.00	2.89	\$150.28	
Drafter	Drafters	\$37.00	2.89	\$106.93	
Javi/Eric	Party Chiefs	\$44.00	2.89	\$127.16	
Javi/Eric (PW)	Party Chiefs	\$67.51	2.89	\$195.10	\$292.66
Leo/JP/Chris (PW)	Chainman	\$60.28	2.89	\$174.21	\$261.31

* Overtime premium will only be applied as required by law e.g., Prevailing Wage Requirements.

Other Direct Costs

Item	Detail
ODCs as shown on Exhibit C	Per Notes in Exhibit C

Multiplier Breakdown

Direct Labor	100%
General and Administrative OH	163.00%
Subtotal	263.00%
Profit	10%
Total	289.300%
Multiplier	2.89

Compensation and Fee Schedule
The Bodhi Group

Rate Schedule

Employee	Classification	Base Hourly Rate	Multiplier	Hourly Rate (ST)	Hourly Rate (OT)
Sree Gopinath	Principal Engineer	\$70.00	2.42	\$169.40	N/A
Steve Griswold	Senior Geologist	\$65.00	2.42	\$157.30	N/A
Elizabeth Couch	Word Processor	\$25.00	2.42	\$60.50	N/A
Natalie Krage	Project Scientist	\$45.00	2.42	\$108.90	N/A

* Overtime premium will only be applied as required by law e.g., Prevailing Wage Requirements.

Other Direct Costs

Item	Detail
ODCs as shown on Exhibit C	Per Notes in Exhibit C

Multiplier Breakdown

Direct Labor	100%
General and Administrative OH	120.00%
Subtotal	220.00%
Profit	10%
Total	242.000%
Multiplier	2.42

Compensation and Fee Schedule
Bousquet Engineering Solutions

Rate Schedule

Employee	Classification	Base Hourly Rate	Multiplier	Hourly Rate (ST)	Hourly Rate (OT)
Gary Bousquet	Claims/Dispute Resolution Consultar	\$152.84	2.29	\$350.00	\$350.00

* Overtime premium will only be applied as required by law e.g., Prevailing Wage Requirements.

Other Direct Costs

Item	Detail
ODCs as shown on Exhibit C	Per Notes in Exhibit C

Multiplier Breakdown

Direct Labor	100%
General and Administrative OH	108.10%
Subtotal	208.10%
Profit	10%
Total	228.910%
Multiplier	2.29

Compensation and Fee Schedule
Charles Bell Construction Services

Rate Schedule

Employee	Classification	Base Hourly Rate	Multiplier	Hourly Rate (ST)	Hourly Rate (OT)
Charles Bell	Inspector	\$60.00	2.50	\$150.00	\$210.00

* Overtime premium will only be applied as required by law e.g., Prevailing Wage Requirements.

Other Direct Costs

Item	Detail
ODCs as shown on Exhibit C	Per Notes in Exhibit C

Multiplier Breakdown

Direct Labor	100%
General and Administrative OH	127.00%
Subtotal	227.00%
Profit	10%
Total	249.700%
Multiplier	2.50

Compensation and Fee Schedule
CJ Roberts

Rate Schedule

Employee	Classification	Base Hourly Rate	Multiplier	Hourly Rate (ST)	Hourly Rate (OT)
Chris Roberts PE	RE	\$95.00	2.09	\$198.55	
Jose-Manuel Mendoza	Civil Inspector	\$91.25	2.09	\$190.71	
David Kijowski	NACE Inspector	\$93.25	2.09	\$194.89	
Alan Ramos	Civil Inspector	\$91.25	2.09	\$190.71	
Alib Segnsone	Special Inspector	\$91.25	2.09	\$190.71	
Lisette Roberts	Office Engineer	\$68.00	2.09	\$142.12	
Alex Gomez	Office Engineer	\$68.00	2.09	\$142.12	
Hana Scribner	Office Engineer	\$68.00	2.09	\$142.12	

* Overtime premium will only be applied as required by law e.g., Prevailing Wage Requirements.

Other Direct Costs

Item	Detail
ODCs as shown on Exhibit C	Per Notes in Exhibit C

Multiplier Breakdown

Direct Labor	100%
General and Administrative OH	90.00%
Subtotal	190.00%
Profit	10%
Total	209.000%
Multiplier	2.09

Compensation and Fee Schedule
Horrocks Engineers

Rate Schedule

Employee	Classification	Base Hourly Rate	Multiplier	Hourly Rate (ST)	Hourly Rate (OT)
Caleb Joubert	Engineer III	\$44.76	2.97	\$132.94	\$199.41
Kasey Chesnut	Principal Engineer IV	\$89.18	2.97	\$264.86	\$397.30
Jim Tomasulo	Sr. Enigneer VIII, PE	\$127.50	2.97	\$378.68	\$568.01
Ryan McLeod	Associates Engineer II, P.E.	\$54.53	2.97	\$161.95	\$242.93
Adam Walden	Sr. Engineer III, P.E.	\$81.00	2.97	\$240.57	\$360.86
Chelsea Weller	Associate Engineer II, P.E.	\$56.34	2.97	\$167.33	\$250.99
Jacob Hoffman	Associate Engineer II, P.E.	\$60.84	2.97	\$180.69	\$271.04
Drew Geiger	Principal Engineer II	\$73.38	2.97	\$217.94	\$326.91

* Overtime premium will only be applied as required by law e.g., Prevailing Wage Requirements.

Other Direct Costs

Item	Detail
ODCs as shown on Exhibit C	Per Notes in Exhibit C

Multiplier Breakdown

Direct Labor	100%
General and Administrative OH	169.96%
Subtotal	269.96%
Profit	10%
Total	296.956%
Multiplier	2.97

Compensation and Fee Schedule
Kenny Consulting Services

Rate Schedule

Employee	Classification	Base Hourly Rate	Multiplier	Hourly Rate (ST)	Hourly Rate (OT)
Kenny, Michael	Construction Manager/ Resident Eng	\$117.76	2.32	\$273.20	
Fuller, Scott	Construction Manager/ Resident Eng	\$107.15	2.32	\$248.59	
Turell, Jim	Construction Manager/ Resident Eng	\$107.15	2.32	\$248.59	
Xaverius, Jesse	Construction Manager/ Resident Eng	\$107.15	2.32	\$248.59	

* Overtime premium will only be applied as required by law e.g., Prevailing Wage Requirements.

Other Direct Costs

Item	Detail
ODCs as shown on Exhibit C	Per Notes in Exhibit C

Multiplier Breakdown

Direct Labor	100%
General and Administrative OH	110.93%
Subtotal	210.93%
Profit	10%
Total	232.023%
Multiplier	2.32

Compensation and Fee Schedule
Ninyo & Moore Geotechnical

Rate Schedule

Employee	Classification	Base Hourly Rate	Multiplier	Hourly Rate (ST)	Hourly Rate (OT)	Hourly Rate (DT)
Kenneth Mansir, Jr. PE, GE	Principal Engineer	\$91.35	2.82	\$257.61	N/A	
Gregory T. Farrand, PG, CEG	Principal Geologist	\$61.06	2.82	\$172.19	N/A	
Jeffrey T. Kent, PE, GE	Principal Engineer	\$75.00	2.82	\$211.50	N/A	
Ronald Halbert, PE	Principal Engineer	\$74.52	2.82	\$210.15	N/A	
William Morrison, PE, GE	Principal Engineer	\$70.67	2.82	\$199.29	N/A	
Kai Vedenoja, PE	Senior Engineer	\$62.02	2.82	\$174.90	N/A	
Gabriel Smith, PE, GE	Sr Project Engineer	\$57.69	2.82	\$162.69	N/A	
Zachary Hasten, PG, CEG	Sr Project Geologist	\$52.88	2.82	\$149.12	N/A	
Miguel Angel Chin Gallegos	Project Manager	\$50.48	2.82	\$142.35	N/A	
Christine Kuhns, PE	Project Engineer	\$50.48	2.82	\$142.35	N/A	
Paul Beyl	Project Manager	\$44.23	2.82	\$124.73	N/A	
Christopher Frank	Senior Staff Engineer	\$40.87	2.82	\$115.25	N/A	
Vanessa Boyer	Sr Construction Ser. Coord.	\$34.00	2.82	\$95.88	\$112.88	
Trevor Holombo	Technical Assistant	\$21.50	2.82	\$60.63	\$71.38	
Alex Balane	Lead Technical Illustrator	\$36.00	2.82	\$101.52	\$119.52	
Jesse Lahman	GIS Analyst	\$46.44	2.82	\$130.96	\$154.18	
Michelle Priebe	Word Processor	\$28.00	2.82	\$78.96	\$92.96	
Joelvannie Villanueva	Facilities Coordinator	\$25.00	2.82	\$70.50	\$83.00	
Darin Vojtaskovic	Laboratory Manager	\$50.48	2.82	\$142.35	\$167.59	
Alfredo Tapia	Assist. Lab. Manager	\$36.50	2.82	\$102.93	\$121.18	
Carlos Govea	Field & Lab Assistant	\$19.00	2.82	\$53.58	\$63.08	
Tyler Morud	Laboratory Technician	\$18.00	2.82	\$50.76	\$59.76	
Craig Foster	Field Operations Manager	\$42.07	2.82	\$118.64	\$139.67	
Duc Nguyen (PW)	Special Inspector	\$66.83	2.82	\$188.46	\$221.88	\$255.29
Emad Beshay (PW)	Special Inspector	\$65.81	2.82	\$185.58	\$218.49	\$251.39
Ivan Guajardo (PW)	Special Inspector	\$67.81	2.82	\$191.22	\$225.13	\$259.03
Jullo Guzman (PW)	Special Inspector/Sr. Field Tech	\$65.33	2.82	\$184.23	\$216.90	\$249.55
Everardo Rilco (PW)	Special Inspector/Sr. Field Tech	\$64.47	2.82	\$181.81	\$214.04	\$246.28
Timothy Timmerman (PW)	Special Inspector/Sr. Field Tech	\$64.67	2.82	\$182.37	\$214.70	\$247.04
Matt Ecker (PW)	Special Inspector/Sr. Field Tech	\$64.45	2.82	\$181.75	\$213.97	\$246.20
Michelle Mikhail (PW)	Special Inspector/Sr. Field Tech	\$65.81	2.82	\$185.58	\$218.49	\$251.39
Eric Van Ginder (PW)	Special Inspector/Sr. Field Tech	\$65.02	2.82	\$183.36	\$215.87	\$248.38
Thanh "Kevin" Tran (PW)	Special Inspector/Sr. Field Tech	\$65.81	2.82	\$185.58	\$218.49	\$251.39
Daniel Lindsay (PW)	Special Inspector/Sr. Field Tech	\$63.50	2.82	\$179.07	\$210.82	\$242.57
Alejandro Jimenez (PW)	Special Inspector/Sr. Field Tech	\$64.54	2.82	\$182.00	\$214.27	\$246.54
Alex Gutierrez (PW)	Special Inspector/Sr. Field Tech	\$65.81	2.82	\$185.58	\$218.49	\$251.39
Thomas Whelan (PW)	Senior Field Technician	\$62.76	2.82	\$176.98	\$208.36	\$239.74
Mario Palacios (PW)	Senior Field Technician	\$61.87	2.82	\$174.47	\$205.41	\$236.34
Mark MacCarthy (PW)	Senior Field Technician	\$62.69	2.82	\$176.79	\$208.13	\$239.48
Aaron Frederick (PW)	Senior Field Technician	\$63.24	2.82	\$178.34	\$209.96	\$241.58
Richard Agcaoili (PW)	Senior Field Technician	\$63.24	2.82	\$178.34	\$209.96	\$241.58
Norman Gutierrez (PW)	Senior Field Technician	\$63.24	2.82	\$178.34	\$209.96	\$241.58

* Overtime premium will only be applied as required by law e.g., Prevailing Wage Requirements.

Other Direct Costs

Item	Detail
ODCs as shown on Exhibit C	Per Notes in Exhibit C
Concrete Coring Equipment	\$50/hour
Anchor Load Test Equipment	\$50/hour
GPR Equipment	\$180/hour
State of CA Prevailing Wage Surcharge	\$30/hour
Hand Auger Equipment	\$80/hour
Rebar Locator (Pachometer)	\$25/hour
Nuclear Density Gauge	\$12/hour
Field Vehicle	\$15/hour

In the event a PLA is required for a specific task order, additional fees will be applied.

Multiplier Breakdown

Direct Labor	100%
General and Administrative OH	156.70%
Subtotal	256.70%
Profit	10%
Total	282.370%
Multiplier	2.82

Compensation and Fee Schedule
On-Site Technical Services

Rate Schedule

Employee	Classification	Base Hourly Rate	Multiplier	Hourly Rate (ST)	Hourly Rate (OT)	Hourly Rate (DT)
Kent Kreeger	Engineer	\$93.91	2.52	\$236.56	\$236.56	
Juvencio Figueroa	Engineer	\$88.42	2.52	\$222.73	\$222.73	
Ron Coleman	Inspector	\$95.25	2.52	\$239.93	\$254.59	
Jeff Edwards	Inspector	\$95.25	2.52	\$239.93	\$254.59	
Ron Coleman (PW)	inspector	\$95.25	2.52	\$239.93	\$267.48	\$376.48
Jeff Edwards (PW)	Inspector	\$95.25	2.52	\$239.93	\$267.48	\$376.48

* Overtime premium will only be applied as required by law e.g., Prevailing Wage Requirements.

Other Direct Costs

Item	Detail
ODCs as shown on Exhibit C	Per Notes in Exhibit C

Multiplier Breakdown

Direct Labor	100%
General and Administrative OH	129.00%
Subtotal	229.00%
Profit	10%
Total	251.900%
Multiplier	2.52

Compensation and Fee Schedule
Rincon Consultants

Rate Schedule

Employee	Classification	Base Hourly Rate	Multiplier	Hourly Rate (ST)	Hourly Rate (OT)
	Senior Principal	\$116.77		\$319.00	
	Principal	\$88.78		\$307.00	
	Director	\$80.57		\$307.00	
	Senior Supervisor II	\$74.14		\$292.00	
	Supervisor I	\$62.87		\$272.00	
	Senior Professional II	\$56.16		\$255.00	
	Senior Professional I	\$51.10		\$238.00	
	Professional IV	\$44.97		\$211.00	
	Professional III	\$40.54		\$196.00	
	Professional II	\$35.63		\$174.00	
	Professional I	\$31.55		\$155.00	
	Associate III	\$40.54		\$130.00	
	Associate II	\$35.63		\$117.00	
	Associate I	\$31.55		\$109.00	
	Field Technician	\$30.00		\$94.00	
	Data Solutions Architect	\$48.70		\$196.00	
	Senior GIS Specialist	\$51.36		\$187.00	
	GIS/CADD Specialist II	\$40.05		\$167.00	
	GIS/CADD Specialist I	\$36.59		\$150.00	
	Technical Editor	\$28.55		\$147.00	
	Project Accountant	\$42.02		\$125.00	
	Billing Specialist	\$30.39		\$107.00	
	Publishing Specialist	\$31.82		\$120.00	
	Clerical	\$39.91		\$107.00	

* Overtime premium will only be applied as required by law e.g., Prevailing Wage Requirements.

Other Direct Costs

Item	Detail
ODCs as shown on Exhibit C	Per Notes in Exhibit C

Multiplier Breakdown

Direct Labor	
General and Administrative OH	
Subtotal	
Profit	
Total	
Multiplier	

Compensation and Fee Schedule
San Dieguito Engineering

Rate Schedule

Employee	Classification	Base Hourly Rate	Multiplier	Hourly Rate (ST)	Hourly Rate (OT)	Hourly Rate (DT)
Kenny, Michael	Construction Manager/ Resident Eng	\$117.76	2.32	\$273.20		
Dennis Dodson	Senior Surveyor	\$55.00	3.42	\$188.10	\$282.15	
Byram Jennex	Associate Surveyor	\$48.00	3.42	\$164.16	\$246.24	
Eric Christianson	Associate Surveyor	\$40.00	3.42	\$136.80	\$205.20	
Thomas Wickham	Associate Surveyor	\$41.04	3.42	\$140.36	\$210.54	
Dennis Dodson (PW)	Chairman	\$80.51	2.28	\$183.56	\$275.34	\$367.13
Byram Jennex (PW)	Chief of Party	\$83.12	2.28	\$189.51	\$284.27	\$379.03
Eric Christianson (PW)	Chief of Party	\$86.93	2.28	\$198.20	\$297.30	\$396.40
Thomas Wickham (PW)	Chairman	\$79.74	2.28	\$181.81	\$272.71	\$363.81

* Overtime premium will only be applied as required by law e.g., Prevailing Wage Requirements.

Other Direct Costs

Item	Detail
ODCs as shown on Exhibit C	Per Notes in Exhibit C

Multiplier Breakdown

Direct Labor	100%
General and Administrative OH	205.34%
Subtotal	305.34%
Profit	10%
Total	335.874%
Multiplier	3.36

Compensation and Fee Schedule
Schmidt Design Group

Rate Schedule

Employee	Classification	Base Hourly Rate	Multiplier	Hourly Rate (ST)	Hourly Rate (OT)	Hourly Rate (DT)
JT Barr	Principal/Managing Partner	\$88.94	3.58	\$318.41	\$477.62	\$636.83
Jeff Justus	Principal/Partner	\$72.12	3.58	\$258.19	\$387.28	\$516.38
Mark Moss	Principal/Studio Director	\$57.59	3.58	\$206.17	\$309.26	\$412.34
Chris Tiffany	Principal/Studio Director	\$57.59	3.58	\$206.17	\$309.26	\$412.34
Jenn Montgomery	Principal/Studio Director	\$57.59	3.58	\$206.17	\$309.26	\$412.34
Todd Schechinger	Principal/Studio Director	\$62.50	3.58	\$223.75	\$335.63	\$447.50
Jesus Alan Figueroa	Senior Project Manager	\$41.22	3.58	\$147.57	\$221.35	\$295.14
Devon Boutte	Senior Project Manager	\$46.97	3.58	\$168.15	\$252.23	\$336.31
Jullan Rosario	Project Manager	\$37.60	3.58	\$134.61	\$201.91	\$269.22
Angela Barley	Project Manager	\$34.62	3.58	\$123.94	\$185.91	\$247.88
Valerie Verduzco	Project Manager	\$34.25	3.58	\$122.62	\$183.92	\$245.23
Parker Ruskamp	Project Manager	\$39.35	3.58	\$140.87	\$211.31	\$281.75
Rudy Perez	Project Manager	\$38.46	3.58	\$137.69	\$206.53	\$275.37
Blake Osland	Project Manager	\$41.54	3.58	\$148.71	\$223.07	\$297.43
Phil Schweiger	Project Manager	\$36.12	3.58	\$129.31	\$193.96	\$258.62
Tyler Tucker	Project Manager	\$38.46	3.58	\$137.69	\$206.53	\$275.37
Chris Hewitt	Project Manager	\$37.26	3.58	\$133.39	\$200.09	\$266.78
Tori Sample	Senior Landscape Designer	\$34.78	3.58	\$124.51	\$186.77	\$249.02
Alani Aguerre	Senior Landscape Designer	\$34.50	3.58	\$123.51	\$185.27	\$247.02
Chase Conk	Senior Landscape Designer	\$33.71	3.58	\$120.68	\$181.02	\$241.36
Melissa Johnson	Senior Landscape Designer	\$32.20	3.58	\$115.28	\$172.91	\$230.55
Ian Oster	Senior Landscape Designer	\$33.35	3.58	\$119.39	\$179.09	\$238.79
Morgan Raith	Landscape Designer	\$33.60	3.58	\$120.29	\$180.43	\$240.58
Mao Shuang	Landscape Designer	\$35.50	3.58	\$127.09	\$190.64	\$254.18
Cody Bonnet	Landscape Designer	\$32.50	3.58	\$116.35	\$174.53	\$232.70
Emily Camacho	Landscape Designer	\$31.00	3.58	\$110.98	\$166.47	\$221.96
Brianna Perkins	Landscape Designer	\$30.90	3.58	\$110.62	\$165.93	\$221.24
Nathan Mira	Landscape Designer	\$31.18	3.58	\$111.62	\$167.44	\$223.25

* Overtime premium will only be applied as required by law e.g., Prevailing Wage Requirements.

Other Direct Costs

Item	Detail
ODCs as shown on Exhibit C	Per Notes in Exhibit C

Multiplier Breakdown

Direct Labor	100%
General and Administrative OH	225.00%
Subtotal	325.00%
Profit	10%
Total	357.500%
Multiplier	3.58

Compensation and Fee Schedule
 Studio West Landscape Architecture

Rate Schedule

Employee	Classification	Base Hourly Rate	Multiplier	Hourly Rate (ST)	Hourly Rate (OT)
Michelle Landis	Principal LA	\$68.50	2.70	\$185.00	
Marian Marum	Senior LA	\$51.42	2.70	\$140.00	
Jamille Gabionza	Associate LA	\$40.41	2.70	\$110.00	
Jessica Clark	Drafter	\$34.89	2.70	\$95.00	
General Staff	Administrative	\$23.88	2.70	\$65.00	

* Overtime premium will only be applied as required by law e.g., Prevailing Wage Requirements.

Other Direct Costs

Item	Detail
ODCs as shown on Exhibit C	Per Notes in Exhibit C

Multiplier Breakdown

Direct Labor	100%
General and Administrative OH	145.00%
Subtotal	245.00%
Profit	10%
Total	269.500%
Multiplier	2.70

Compensation and Fee Schedule
Torrey Pines Environmental

Rate Schedule

Employee	Classification	Base Hourly Rate	Multiplier	Hourly Rate (ST)	Hourly Rate (OT)
Julie Stout	Permitting Specialist	\$46.59	3.00	\$140.00	\$140.00
Jon Goin	Project Manager	\$44.76	3.13	\$140.00	\$140.00
Minh Dao	Senior Biologist	\$37.00	3.11	\$115.00	\$173.00
Esmeralda Reyes	Staff Biologist	\$30.00	3.17	\$95.00	\$143.00
Brandon Pang	Staff Biologist	\$30.00	3.17	\$95.00	\$143.00
Mike Zerwekh	Senior Biologist	\$36.00	3.06	\$110.00	\$165.00
Angela Johnson	Permitted Avian Biologist	\$45.00	3.00	\$135.00	\$203.00
Shelly Vogel	Principal Biologist	\$45.00	3.00	\$135.00	\$203.00
Miki Kern	Permitted Avian Biologist	\$45.00	3.00	\$135.00	\$203.00

* Overtime premium will only be applied as required by law e.g., Prevailing Wage Requirements.

Other Direct Costs

Item	Detail
ODCs as shown on Exhibit C	Per Notes in Exhibit C

Multiplier Breakdown

Direct Labor	
General and Administrative OH	
Subtotal	
Profit	
Total	
Multiplier	

Compensation and Fee Schedule
Weis Environmental

Rate Schedule

Employee	Classification	Base Hourly Rate	Multiplier	Hourly Rate (ST)	Hourly Rate (OT)
Cathcart, Eric	Senior Environmental Scientist/Geologist			\$165.00	
Everitt, Michelle	Staff/Field Environmental Scientist/Geologist			\$115.00	
Wels, Daniel	Senior Environmental Scientist/Geologist			\$165.00	
Wright, James	Project Environmental Scientist/Geologist			\$145.00	
Young, Colin	Certified Industrial Hygienist			\$275.00	

* Overtime premium will only be applied as required by law e.g., Prevailing Wage Requirements.

Other Direct Costs

Item	Detail
ODCs as shown on Exhibit C	Per Notes in Exhibit C
Mileage	Current Federal Mileage Rate
Field Vehicle	80
Photoionization Detector	\$75/day
Multi-Gas Meter	\$75/day

Multiplier Breakdown

Direct Labor	100%
General and Administrative OH	0.00%
Subtotal	100.00%
Profit	10%
Total	100.000%
Multiplier	1.00

E QUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

CONSULTANT REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B. Subcontractor Participation.

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

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

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

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

V. Maintaining Participation Levels.

- A. Consultants are required to achieve and maintain the SLBE or ELBE participation levels throughout the duration of the consultant contract.
- B. If the City modifies the original specifications, the Consultant shall make reasonable efforts to maintain the SLBE or ELBE participation for which the bid discount or additional points were awarded. The City must approve in writing the reduction in SLBE or ELBE participation levels.
- C. The Consultant shall notify and obtain written approval from the City in advance of any reduction in subcontract scope, termination, or substitution for a designated SLBE or ELBE subcontractor. Evidence of fraud or discrimination in the substitution of Subcontractors will result in sanctions including assessment of penalty fines, termination of Contract, or debarment.
- D. Consultant's failure to maintain SLBE or ELBE participation levels as specified in the consultant contract shall constitute a default and grounds for debarment under Chapter 2, Article 2, Division 8, of the San Diego Municipal Code.
- E. The remedies available to the City under San Diego Municipal Code Division 36 are cumulative to all other rights and remedies available to the City.

VI. Subcontracting Efforts Review and Evaluation.

EXHIBIT D

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

VII. Definitions.

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

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

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

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

EXHIBIT D

day management of the SLBE-ELBE firm shall be direct and independent of the influence of any other businesses that cannot themselves qualify under the SLBE-ELBE eligibility requirements.

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

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

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

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

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

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

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

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

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

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

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

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

VIII. Certifications.

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

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

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

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

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

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

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

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

IX. List of Attachments.

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

DISCLOSURE OF DISCRIMINATION COMPLAINTS

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

CHECK ONE BOX ONLY.

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

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

Consultant Name Richard Brady & Associates, Inc.

Certified By Christopher Dull Title President

Name

 Signature

Date 3/25/2023

USE ADDITIONAL FORMS AS NECESSARY

The City of



EQUAL OPPORTUNITY CONTRACTING (EOC)

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

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

A. WORK FORCE REPORT

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. 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: Richard Brady & Associates, Inc.

ADA/DBA: _____

Address (Corporate Headquarters, where applicable): 10089 Willow Creek Road, Suite 375

City: San Diego County: San Diego State: CA Zip: 92131

Telephone Number: (858) 496-0500 Fax Number: _____

Name of Company CEO: Christopher Dull, President

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

Address: Same as above

City: _____ County: _____ State: _____ Zip: _____

Telephone Number: _____ Fax Number: _____ Email: _____

Type of Business: Corporation Type of License: City of San Diego - 19990054187

The Company has appointed: Christine Squillaci

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: 10089 Willow Creek Road, Suite 375, San Diego, CA 92131

Telephone Number: (858) 634-4517 Fax Number: _____ Email: csquillaci@rbrady.net

- 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 Richard Brady & Associates, Inc.

(Firm Name)

San Diego, CA hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 25th day of March, 2024

(Authorized Signature)

Christopher Dull
(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: Richard Brady & Associates, Inc. DATE: 3/25/2024
 OFFICE(S) or BRANCH(ES): BRADY San Diego COUNTY: San Diego

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

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

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

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/Nat Alaskan		(5) Pacific Islander		(6) White		(7) Other Ethnicity		
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	
Management & Financial												8	2		
Professional															
A&E, Science, Computer			1	1	2							13	6	1	
Technical															
Sales															
Administrative Support													2		
Services															
Crafts															
Operative Workers															
Transportation															
Laborers*															

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

Totals Each Column			1	1	2							21	10	1	
--------------------	--	--	---	---	---	--	--	--	--	--	--	----	----	---	--

Grand Total All Employees	36
---------------------------	----

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

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

Non-Profit Organizations Only:

Board of Directors															
Volunteers															
Artists															



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

A. WORK FORCE REPORT

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NO OTHER FORMS WILL BE ACCEPTED
CONTRACTOR IDENTIFICATION

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

Name of Company: Wilsey Ham

ADA/DBA:

Address (Corporate Headquarters, where applicable): 3130 La Silva Street, Suite 100

City: San Mateo County: San Mateo State: CA Zip: 94403

Telephone Number: (650) 349-2151 Fax Number: (650) 345-4921

Name of Company CEO: Brandon Davis, President

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

Address: Same as Above

City: County: State: Zip:

Telephone Number: Fax Number: Email:

Type of Business: Corporation Type of License:

The Company has appointed: Christine Squillaci

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: 10089 Willow Creek Road, Suite 375, San Diego, CA 92131

Telephone Number: (858) 634-4517 Fax Number: Email: csquillaci@rbrady.net

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

Check the box above that applies to this WFR.

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

I, the undersigned representative of Richard Brady & Associates, Inc.

(Firm Name)

San Diego, CA hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 25th day of March, 20 24

[Handwritten Signature]

(Authorized Signature)

Christopher Dull

(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: Wilsey Ham DATE: 3/25/2023

OFFICE(S) or BRANCH(ES): San Mateo COUNTY: San Mateo

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

- (1) Black or African- American
- (2) Hispanic or Latino
- (3) Asian
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- (5) Native Hawaiian or Pacific Islander
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Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian / Nat Alaskan		(5) Pacific Islander		(6) White		(7) Other Ethnicity		
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	
Management & Financial					1							14	1		
Professional			1		2	1						3	1		
A&E, Science, Computer															
Technical												5			
Sales															
Administrative Support						1							1		
Services															
Crafts															
Operative Workers															
Transportation															
Laborers*															

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

Totals Each Column			1		3	2						22	3		
--------------------	--	--	---	--	---	---	--	--	--	--	--	----	---	--	--

Grand Total All Employees 31

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

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

Non-Profit Organizations Only:

Board of Directors															
Volunteers															
Artists															

Work Force Report

HISTORY

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

WORK FORCE & BRANCH WORK FORCE REPORTS

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

MANAGING OFFICE WORK FORCE

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

TYPES OF WORK FORCE REPORTS:

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

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

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

RACE/ETHNICITY CATEGORIES

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

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

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

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

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

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

Exhibit A: Work Force Report Job categories-Administration

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

Management & Financial

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

Professional

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

Architecture & Engineering, Science, Computer

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

Technical

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

Sales

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

Administrative Support

Financial Clerks
Information and Record Clerks

Legal Support Workers

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

Services

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

Crafts

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

Vehicle and Mobile Equipment Mechanics,
Installers, and Repairers
Woodworkers

Operative Workers

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

Transportation

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

Laborers

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

SUBCONTRACTOR PARTICIPATION LIST

This list shall include the name and complete address of all Subcontractors who qualify as 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 6250 Camino Del Pajaro Suite 9145 Rancho Santa Fe. California 92067	CMRE Water/Wastewater	0-5%	SLBE	CA DGS, City of San Diego
*Allied Geotechnical 9500 Cuyamaca Street, Suite 102 Santee, CA 92071-2685	Special Inspections, Materials Testing, Test Lab	0-1%	MBE, DBE, SLBE, SBE	CUCP, CUCP, City of San Diego, LA County Metro/Caltrans
*Alta Land Surveying, Inc 9517 Grossmont Summit Dr La Mesa, CA 91941	Surveying	0-1%	SB(Micro), MBE, ELBE	DGS, NMSDC, City of San Diego
Bousquet Engineering Solutions, Ltd. 11127 Melton Court San Diego, CA 92131	Claims Mitigation	0-1%	OBE	N/A
Charles Bell Construction Services 10089 Willow Creek Road, San Diego, CA 92131	CMRE	0-0.5%	OBE	N/A
*CJ Roberts 10515 Blue Granite Drive San Diego CA 92127	CMRE, Buildings, Traffic Control	0-10%	SLBE	City of San Diego
GHD Inc. 4747 North 22nd Street, Suite 200 Phoenix, AZ 85016	Tunnels, Micro-tunneling	0-2%	OBE	N/A
Horrocks Engineers, Inc. 3111 Camino del Rio North, Suite 550 San Diego, CA 92108	CMRE Water Wastewater, Districts/Civil	0-5%	OBE	N/A
*Kenny Consulting Services, Inc. 4367 Standford Street, Carlsbad, CA 92010	Stormwater CMRE's, Cathodic Protection, Claims	0-15%	ELBE	City of San Diego
Ninyo & Moore, Geotechnical & Environmental Sciences Consultants, 5710 Ruffin Road, San Diego, California 92123	Special Inspections, Materials Testing, Test Lab	0-1%	MBE	LA County, CPUC, City of LA

List of Abbreviations:

SUBCONTRACTOR PARTICIPATION LIST

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NAME AND ADDRESS SUBCONTRACTORS	SCOPE OF SERVICES	PERCENT OF CONTRACT	SLBE/ELBE (MBE/ WBE/DBE/ DVBE/OBE*)	WHERE CERTIFIED**
On-Site Technical Services 12842 Valley View, Suite 108, Garden Grove, CA 92845	Fabrication Inspection, Cathodic Protection Electrical	0-5%	SB (Micro)	CA DGS
Rincon Consultants 8825 Aero Drive, Suite 120 San Diego, California 92123	Hazardous Material Handling / Assesments	0-1%	OBE	N/A
*San Dieguito Engineering, Inc. 1911 Palomar Oaks Way, Suite 200, Carlsbad, CA 92008	Surveying	0-1%	MBE, WBE, SLBE, SB(Mirco)	CA Department of Transportation, CPUC, City of San Diego
*Studio West Landscape Architecture & Planning 7185 Navajo Rd., Suite A San Diego, CA 92119	Landscape Architect	0-1%	ELBE, WBE	City of San Diego, CPUC
The Bodhi Group 1076 Broadway, Suite B, El Cajon, CA 92021	Environmental Services	0-2%	DBE, MBE	CA Department of Transportation
Torrey Pines Environmental 4186 San Miguel Ave, San Diego, CA 92113	Environmental Services	0-2%	WBE, DBE	CPUC, CA Department of Transportation, Caltrans
Weis Environmental, LLC 1938 Kellogg Avenue, Suite 116 Carlsbad, CA 92008	Hazmat Handling / Assessments	0-1%	MBE/WBE, DBE	CA Department of Transportation
Schmidt Design Group, 1310 Rosecrans Street, Suite G, San Diego, CA 92106	ADA Interpretations	0-1%	OBE	N/A

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*

LIST OF WORK MADE AVAILABLE

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

ITEM OF WORK MADE AVAILABLE	NAICS CODE	BIDDER NORMALLY PERFORMS ITEM (Y/N)	ITEM BROKEN DOWN TO FACILITATE PARTICIPATION (Y/N)	AMOUNT	PERCENTAGE OF BASE BID
Surveying Services	541370	N	Y	TBD	0-2%
CMREE	237110	Y	Y	TBD	0-25%
Landscape Architecture Services	541320	N	Y	TBD	0-2%
Special Inspection and Materials Testing	541380	Y	Y	TBD	0-5%
Environmental Services	541620	N	Y	TBD	0-2%
Hazardous Material Handling and Assessments	541620	N	Y	TBD	0-2%

LIST OF WORK MADE AVAILABLE

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

ITEM OF WORK MADE AVAILABLE	NAICS CODE	BIDDER NORMALLY PERFORMS ITEM (Y/N)	ITEM BROKEN DOWN TO FACILITATE PARTICIPATION (Y/N)	AMOUNT	PERCENTAGE OF BASE BID
Tunneling and Microtunneling	237990	N	Y	TBD	0-1%
ADA Interpretations/ Building Inspection Services	541350	N	Y	TBD	0-2%
Claims Mitigation	524291	Y	Y	TBD	0-1%
Cathodic Protection	541690	N	Y	TBD	0-2%
Traffic Control	541330	N	Y	TBD	0-1%

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: Christopher Dull
Richard Brady and Associates, Inc.
- 3. Address, City, State, ZIP: 10089 Willow Creek Road, Suite 375
San Diego, CA 92131
Phone number: 858-354-9366
Email: cdull@rbrady.net
- 4. Project Title (as shown on 1472, "Request for Council Action"): Award Three (3) As-Needed Construction Management Services Contracts with Richard Brady and Associates (H2326217), Kleinfelder Construction Services (H2326218), Ghirardelli Associates Inc. (H2326219)
- 5. Consultant Duties for Project: Provide As-Needed Construction Management Services for various Capital Improvement Program Projects (CIP) and Non-Capital Projects

6. Disclosure Determination [select applicable disclosure requirement]:

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

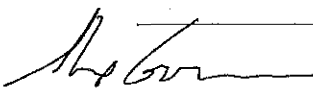
- or -

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.]

By: 
[Alex Garcia, Deputy Director] *

04/08/24
[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.

1/28/2006

CITY OF SAN DIEGO CONSULTANT PERFORMANCE EVALUATION

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

Section I PROJECT INFORMATION

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

Section II SPECIFIC RATINGS

PERFORMANCE BY DIVISION	EXCELLENT	SATISFACTORY	RATING	
			SATISFACTORY	NO
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	GOOD	SAISFACTORY	N/A
4. Ability to manage responsibilities in the regulatory/approval process as noted:				
• The Consultant researched and adhered to the necessary Federal/State/City code/regulations & requirements needed for the Deliverable.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• The Consultant advise the City the necessary regulatory restrictions that needed to be adhered to.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Quality of Construction/Design Support as noted:				
• The drawings/plans reflected existing conditions accurately.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• The Consultant provided direction/support to the Resident Engineer and work cooperatively with them.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• The Consultant provide adequate support for As-Built drawings.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Change orders due to design deficiencies were kept to a minimum.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Section III

SUPPLEMENTAL INFORMATION

(Please ensure to attach additional documentation as needed.)

(Supporting documentation attached: Yes No)

Section IV

FINAL RATING

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

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

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

A. BID/PROPOSER/SOLICITATION TITLE:

As-Needed Construction Management Services

Richard Brady & Associates, Inc.

Contract Numbers: H2326217-M, H2326218-M & H2326219-M

B. BIDDER PROPOSER INFORMATION

Richard Brady & Associates, Inc.

Legal Name	10089 Willow Creek Road, Suite 375	San Diego	DBA	
Street Address			CA	92131
Christopher Dull, President		(858) 496-0500	N/A	
Contact Person, Title		Phone	Fax	

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

* The precise nature of the interest includes:

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

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

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

Christopher Dull	President
Name	Title/Position
Escondido, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
0.7903%	
Interest in the transaction	

Karl Kuebitz	Vice President
Name	Title/Position
Poway, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
0.7903%	
Interest in the transaction	

Amanda Del Bello	Senior Project Manager
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
0.1976%	
Interest in the transaction	

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

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

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

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

Use Attachment "A" if additional pages are necessary.

C. OWNERSHIP AND NAME CHANGES:

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

Yes No

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

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

Yes No

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

D. BUSINESS ORGANIZATION/STRUCTURE:

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

Corporation

Date incorporated: 5/3/1999 State of incorporation: California

List corporation's current officers:

President: Christopher Dull

Vice Pres.: Karl Kuebitz

Secretary: N/A

Treasurer: Alex Monacelli

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: _____

Point of Contact: _____

Address: _____

Phone Number: _____

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

F. PERFORMANCE HISTORY:

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

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

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

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

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

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

7. Performance References:

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

Company Name: City of San Diego

Contact Name and Phone Number: Octavio Chiquete, (619) 980-1742

Contact Email: ochiquete@sandiego.gov

Address: 1010 Second Avenue, Suite 1400, San Diego, CA 92101

Contract Date: 2016-2019

Contract Amount: \$25M

Requirements of Contract: As-Needed Construction Management Services

Company Name: City of Carlsbad

Contact Name and Phone Number: Babaq Taj, (760) 637-0006

Contact Email: babaq.taj@carlsbadca.gov

Address: 1635 Faraday Ave, Carlsbad, CA 92008

Contract Date: 2017-2020

Contract Amount: \$288,300 (total as-needed tasks value)

Requirements of Contract: As-Needed Construction Management Services

Company Name: San Diego County Water Authority

Contact Name and Phone Number: Neena Kuzmich, (858) 522-6815

Contact Email: nkuzmich@sdcwa.org

Address: 4677 Overland Ave, San Diego, CA 92123

Contract Date: 2014-2023

Contract Amount: > \$50M

Requirements of Contract: As-Needed Construction Management Services

G. COMPLIANCE:

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

Yes No

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

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

Yes No

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

H. BUSINESS INTEGRITY:

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

Yes No

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

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

Yes No

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

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

Yes No

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

I. WAGE COMPLIANCE:

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

Yes No

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

J. STATEMENT OF SUBCONTRACTORS:

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

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, Suite 9145, Rancho Santa Fe, CA

Contract Date: TBD

Contract Amount: \$0-750,000

Requirements of Contract: Stormwater CMRE

What portion of work will be assigned to this subcontractor: 0-5%

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:

Public Works Contracts – Contractor
Standards Pledge of Compliance

Pledge of Compliance Initial submission.

OR

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

Complete all questions and sign below.

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

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

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

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

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

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

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

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

Christopher Dull, President
Name and Title



Signature

3/25/2024
Date

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

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

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

Company Name: Allied Geotechnical
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
Contract Amount: \$0-150,000
Requirements of Contract: Special Inspections, Materials Testing
What portion of work will be assigned to this subcontractor: 0-1% ✓
Is the Subcontractor a certified SLBE ELBE MBE DBE DVBE, or OBE? (Check One) Yes No

Company Name: Alta Land Surveying, Inc.
Contact Name and Phone Number: Miguel Martinez, (619) 713-2582
Contact Email: miguel@altalandsurveying.com
Address: 9517 Grossmont Summit Dr. La Mesa, CA 91941
Contract Date: TBD
Contract Amount: \$0-150,000
Requirements of Contract: Surveying
What portion of work will be assigned to this subcontractor: 0-1% ✓
Is the Subcontractor a certified SLBE ELBE MBE DBE DVBE, or OBE? (Check One) Yes No

Company Name: Charles Bell Construction Services
Contact Name and Phone Number: Charles Bell, (858) 357-7950
Contact Email: chetebell@hotmail.com
Address: 10089 Willow Creek Road, San Diego, CA 92131
Contract Date: TBD
Contract Amount: \$0-75,000
Requirements of Contract: CMRE
What portion of work will be assigned to this subcontractor: 0-0.5% ✓
Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Check One) Yes No

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

Christopher Dull, President

3/25/2024

Print Name, Title

Signature

Date

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

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

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

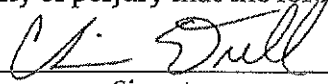
Company Name: Schmidt Design Group
 Contact Name and Phone Number: Jeff Justus, (619) 236-1462
 Contact Email: jjustus@schmidt-design.com
 Address: 1310 Rosecrans Street, Suite G, San Diego, CA 92106
 Contract Date: TBD
 Contract Amount: \$0-150,000
 Requirements of Contract: ADA Interpretations
 What portion of work will be assigned to this subcontractor: 0-1% ✓
 Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Check One) Yes No

Company Name: Kenny Consulting Services, Inc.
 Contact Name and Phone Number: Jill Kenny, (760) 845-3286
 Contact Email: jkenny@kennycs.com
 Address: 4367 Stanford Street, Carlsbad, CA 92010
 Contract Date: TBD
 Contract Amount: \$0-2,250,000
 Requirements of Contract: Stormwater CMRE's, Cathodic Protection, Claims
 What portion of work will be assigned to this subcontractor: 0-15% ✓
 Is the Subcontractor a certified SLBE, **ELBE**, MBE, DBE, DVBE, or OBE? (Check One) Yes No

Company Name: Horrocks Engineering, Inc.
 Contact Name and Phone Number: Jim Tomasulo, (619) 944-1030
 Contact Email: jim.tomasulo@horrocks.com
 Address: 3111 Camino del Rio North, Suite 550, San Diego, CA 92108
 Contract Date: TBD
 Contract Amount: \$0-750,000
 Requirements of Contract: CMRE Water Wastewater, Districts/Civil ✓
 What portion of work will be assigned to this subcontractor: 0-5%
 Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Check One) Yes No

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

Christopher Dull, President



3/25/2024

Print Name, Title

Signature

Date

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

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

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

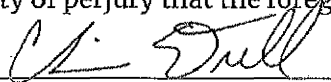
Company Name: Ninyo & Moore, Inc.
Contact Name and Phone Number: Gregory T. Farrand, (858) 576-1000
Contact Email: gfarrand@ninyoandmoore.com
Address: 5710 Ruffin Road, San Diego, California 92123
Contract Date: TBD
Contract Amount: \$0-150,000
Requirements of Contract: Special Inspections, Materials Testing, Test Lab
What portion of work will be assigned to this subcontractor: 0-1%
Is the Subcontractor a certified SLBE, ELBE, **MBE**, DBE, DVBE, or OBE? (Check One) Yes No

Company Name: CJ Roberts
Contact Name and Phone Number: Chris Roberts, (619) 228-6675
Contact Email: chris@cjroberts.com
Address: 10515 Blue Granite Drive, San Diego, CA 92127
Contract Date: TBD
Contract Amount: \$0-1,500,000
Requirements of Contract: CMRE, Buildings, Traffic Control
What portion of work will be assigned to this subcontractor: 0-10%
Is the Subcontractor a certified **SLBE**, ELBE, MBE, DBE, DVBE, or OBE? (Check One) Yes No

Company Name: On-Site Technical Services
Contact Name and Phone Number: Ron Coleman, (714) 903-3990
Contact Email: rcoleman@on-sitetechnical.com
Address: 12842 Valley View, Suite 108, Garden Grove, CA 92845
Contract Date: TBD
Contract Amount: \$0-750,000
Requirements of Contract: Fabrication Inspection, Cathodic Protection Electrical
What portion of work will be assigned to this subcontractor: 0-5%
Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Check One) Yes No
(SB (Micro))

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.

Christopher Dull, President



3/25/2024

Print Name, Title

Signature

Date

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

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

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


Company Name: GHD
Contact Name and Phone Number: Craig Camp, (858) 633-4805
Contact Email: craig.camp@ghd.com
Address: 4747 North 22nd Street, Suite 200, Phoenix, AZ 85016
Contract Date: TBD
Contract Amount: \$0-300,000
Requirements of Contract: Tunnels, Micro-tunneling
What portion of work will be assigned to this subcontractor: 0-2% ✓
Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Check One) Yes No

Company Name: Rincon Consultants
Contact Name and Phone Number: Torin Snyder, (760) 846-4504
Contact Email: tsnyder@rinconconsultants.com
Address: 2215 Faraday Avenue, Suite A, Carlsbad, California 92008
Contract Date: TBD
Contract Amount: \$0-150,000
Requirements of Contract: Hazardous Material Handling / Assesments
What portion of work will be assigned to this subcontractor: 0-1% ✓
Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Check One) Yes No

Company Name: Studio West Landscape Architect and Planning
Contact Name and Phone Number: Michelle M. Landis, (858) 598-5085
Contact Email: mlandis@studiowest-land.com
Address: 7185 Navajo Rd., Suite A, San Diego, CA 92119
Contract Date: TBD
Contract Amount: \$0-150,000
Requirements of Contract: Landscape Architect
What portion of work will be assigned to this subcontractor: 0-1% ✓
Is the Subcontractor a certified SLBE, **ELBE**, MBE, DBE, DVBE, or OBE? (Check One) Yes No

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

Christopher Dull, President



3/25/2024

Print Name, Title

Signature

Date

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

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

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

Company Name: The Bodhi Group
 Contact Name and Phone Number: Sree Gopinath, (858) 513-1469 x101
 Contact Email:
 Address: 1076 Broadway, Ste B, El Cajon, California 92021
 Contract Date: TBD
 Contract Amount: \$0-300,000
 Requirements of Contract: Environmental Services
 What portion of work will be assigned to this subcontractor: 0-2% ✓
 Is the Subcontractor a certified SLBE, ELBE, **MBE** **DBE** DVBE, or OBE? (Check One) Yes No

Company Name: Torrey Pines Environmental
 Contact Name and Phone Number: Julie Stout, (858) 213-3065
 Contact Email: julie@torreypinesenv.com
 Address: 4186 San Miguel Ave, San Diego, CA 92113
 Contract Date: TBD
 Contract Amount: \$0-300,000
 Requirements of Contract: Environmental Services
 What portion of work will be assigned to this subcontractor: 0-2% ✓
 Is the Subcontractor a certified SLBE, ELBE, MBE, **DBE** DVBE, or OBE? (Check One) Yes No

Company Name: Weis Environmental, LLC
 Contact Name and Phone Number: Samantha Weis, (760) 585-7070
 Contact Email: sw@weisenviro.com
 Address: 1938 Kellogg Avenue, Suite 116, Carlsbad, CA 92008
 Contract Date: TBD
 Contract Amount: \$0-150,000
 Requirements of Contract: Hazmat Handling/ Assessments
 What portion of work will be assigned to this subcontractor: 0-1% ✓
 Is the Subcontractor a certified SLBE, ELBE, **MBE** **DBE** DVBE, or OBE? (Check One) Yes No

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

Christopher Dull, President



3/25/2024

Print Name, Title

Signature

Date

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

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

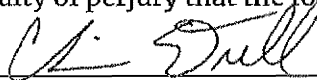
If not using this Attachment "A", please check here Not Applicable.

Company Name: Bousquet Engineering Solutions, Inc.
Contact Name and Phone Number: Garry Bousquet, (858) 335-6831
Contact Email: gbousquet@bousquetes.com
Address: 11127 Melton Court, San Diego, CA 92131
Contract Date: TBD
Contract Amount: \$0-150,000
Requirements of Contract: Claims Mitigation
What portion of work will be assigned to this subcontractor: 0-1% ✓
Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Check One) Yes No

Company Name: San Dieguito Engineering, Inc.
Contact Name and Phone Number: Annie S. Aguilar, (858) 345-1149
Contact Email: aaguilar@sdeinc.com
Address: 1911 Palomar Oaks Way, Suite 200, Carlsbad, CA 92008
Contract Date: TBD
Contract Amount: \$0-150,000
Requirements of Contract: Surveying
What portion of work will be assigned to this subcontractor: 0-1% ✓
Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Check One) Yes No

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

Christopher Dull, President



3/25/2024

Print Name, Title

Signature

Date

RESOLUTION NUMBER R- 315516

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 RICHARD BRADY AND ASSOCIATES (H2326217), KLEINFELDER CONSTRUCTION SERVICES (H2326218), AND GHIRARDELLI ASSOCIATES INC. (H2326219) 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; 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, CMFE seeks to contract with construction management professionals 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 will provide CMFE the resources to help keep the City's portfolio of 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 19 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:

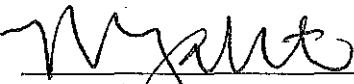
- a. Richard Brady and Associates (Document No. RR - 315516-1);
- b. Kleinfelder Construction Services (Document No. RR - 315516-2); and
- c. Ghirardelli Associates Inc. (Document No. RR - 315516-3).

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 Richard Brady and Associates (H2326217), Kleinfelder Construction Services (H2326218), and Ghirardelli Associates Inc. (H2326219), 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 L-16002.1, Mira Mesa Pool & Skate Plaza Ph2, Fund 400085, Mira Mesa – FBA (H2326217);
- b. CIP S-00800, San Carlos Branch Library, Fund 400116, Navajo Urban Community (H2326218); and
- c. CIP S-00869, Palm Avenue Interstate 805 Interchange, Fund 400174, Transnet Extension RTCIP (H2326219).

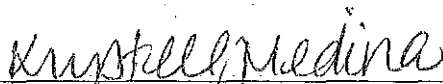
APPROVED: MARA W. ELLIOTT, City Attorney

By 
 Michael D. Johnston
 Deputy City Attorney

MDJ:cw
 April 18, 2024
 Or.Dept: Engineering & Capital Projects
 CC No.: 3000016689 Richard Brady And Associates (H2326217)
 CC No.: 3000016690 Kleinfelder Construction Services (H2326218)
 CC No.: 3000016691 Ghirardelli Associates Inc. (H2326219)
 Doc. No. 3637025

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 
 (Deputy City Clerk)

Approved: 5/17/24
 (date)


 TODD GLORIA, Mayor

Vetoed: _____
 (date)

 TODD GLORIA, Mayor

The City of San Diego
COMPTROLLER'S CERTIFICATE

CERTIFICATE OF UNALLOTTED BALANCE

ORIGINATING CC 3000016689
 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: Richard Brady and Associates

Purpose: To authorize the expenditure of funds to not exceed \$1,000.00 to Richard Brady and Associates for As-Needed Construction Management services under contract H2326217 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	L160021	400085	NOT_RELEVANT_GRANT	512026	OTHR-00000000-CL	1714	1714121313	L-16002.1.06.02	\$1,000.00
TOTAL AMOUNT									\$1,000.00

FUND OVERRIDE

The City of San Diego
COMPTROLLER'S CERTIFICATE

CERTIFICATE OF UNALLOTTED BALANCE

ORIGINATING CC 3000016690
 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 \$1,000.00 to Kleinfelder Construction Services for As-Needed Construction Management services under contract H2326217 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	S11026	700010	NOT RELEVANT GRANT	512026	OTHR-00000000-WU	2013	2013131115	S-11026.06.02	\$1,000.00
TOTAL AMOUNT									\$1,000.00

FUND OVERRIDE

The City of San Diego
COMPTROLLER'S CERTIFICATE

CERTIFICATE OF UNALLOTTED BALANCE

ORIGINATING CC 3000016691
 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: Ghirardelli Associates Inc.

Purpose: To authorize the expenditure of funds to not exceed \$1,000.00 to Ghirardelli Associates, Inc. for As-Needed Construction Management services under contract H2326219 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	B22023	700010	NOT_RELEVANT_GRANT	512026	OTHR-00000000-WU	2000	2000211115	B-22023.06.02	\$1,000.00
TOTAL AMOUNT									\$1,000.00

FUND OVERRIDE

Passed by the Council of The City of San Diego on MAY 14 2024, by the following vote:

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

(Seal)

TODD GLORIA
Mayor of The City of San Diego, California.

DIANA J.S. FUENTES
City Clerk of The City of San Diego, California.

By *Kristell Medina*, Deputy

Office of the City Clerk, San Diego, California

Resolution Number R- 315516

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-315516 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