

ORIGINAL

ENCLOSURE 1

**AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND
HARRIS & ASSOCIATES
FOR
DESIGN OF STORM WATER PUMP STATION D
COMPONENT UPGRADE
(FEDERAL VERSION)**

CONTRACT NUMBER: H2226043

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

R-315084

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DESIGN PROFESSIONAL AGREEMENT EXHIBITS

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

ATTACHMENTS

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

**AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND HARRIS & ASSOCIATES
FOR DESIGN PROFESSIONAL SERVICES**

THIS Agreement is made and entered into between the City of San Diego, a municipal corporation [City], and Harris & Associates [Design Professional] for the Design Professional to provide Professional Services to the City for the Design of Storm Water Pump Station D Component Upgrade (H2226043) [Project].

RECITALS

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

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

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

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

**ARTICLE I
DESIGN PROFESSIONAL SERVICES**

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

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

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

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

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

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

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

ARTICLE II DURATION OF AGREEMENT

2.1 Term of Agreement. This Agreement shall be effective on the date it is executed by the last Party to sign the Agreement, and approved by the City Attorney in

accordance with San Diego Charter Section 40. Unless otherwise terminated, it shall be effective until completion of the Scope of Services or 60 months whichever is the earliest. Any extension beyond 60 months will require City Council approval via Ordinance.

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

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

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

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

2.6 City's Right to Terminate for Convenience. The City may, at its sole option and for its convenience, terminate all or any portion of the Professional Services agreed to pursuant to this Agreement by giving thirty (30) calendar days written notice of such termination to the Design Professional. Such notice shall be delivered by certified mail with return receipt for delivery to the City. The termination of the Professional Services shall be effective upon receipt of the notice by the Design Professional. After termination of this

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

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

ARTICLE III COMPENSATION

3.1 Amount of Compensation. The City shall pay the Design Professional for actual costs incurred for performance of all Professional Services rendered in accordance with this Agreement, including reasonably related expenses, a total contract amount not exceeding \$3,933,205. The compensation for the Scope of Services shall not exceed \$3,619,799, and the compensation for Additional Services (described in Section 3.2), if any, shall not exceed \$313,406.

3.2 Additional Services. The City may require that the Design Professional perform additional Professional Services [Additional Services] beyond those described in the Scope of Services (Exhibit A). Prior to the Design Professional's performance of Additional Services, the City and the Design Professional must agree in writing upon a fee for the Additional Services, including reasonably related expenses, in accordance with the Compensation and Fee Schedule (Exhibit B), and approval of the proposed Additional Services must be obtained in writing from the United States Environmental Protection Agency prior to the Design Professional beginning the Additional Services. The City will pay the Design Professional for actual costs incurred for the performance of Additional Services in accordance with Section 3.3.

3.3 Manner of Payment. The City shall pay the Design Professional in accordance with the Compensation and Fee Schedule (Exhibit B). For the duration of this Agreement, the Design Professional shall not be entitled to fees, including fees for expenses, that exceed the amounts specified in the Compensation and Fee Schedule. The Design Professional shall submit one invoice per calendar month in a form acceptable to the City in accordance with

the Compensation and Fee Schedule. The Design Professional shall include with each invoice a description of completed Professional Services, reasonably related expenses, if any, and all other information, including but not limited to: the progress percentage of the Scope of Services and/or deliverables completed prior to the invoice date, as required by the City. The City will pay undisputed portions of invoices within thirty calendar days of receipt.

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

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

ARTICLE IV DESIGN PROFESSIONAL'S OBLIGATIONS

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

4.2 Right to Audit.

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

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

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

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

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

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

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

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

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

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

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

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

4.3.1.4 Architects & Engineers Professional Liability. For all of the Design Professional's employees who are subject to this Agreement, the Design Professional shall keep in full force and effect, Professional Liability coverage for professional liability with a limit of \$3,000,000 per claim and \$3,000,000 annual aggregate. The Design Professional shall ensure both that: (1) the policy retroactive date is on or before the date of commencement of the Professional Services; and (2) the policy will be maintained in force for a period of three years after substantial completion of the Professional Services or termination of this Agreement whichever occurs last. The Design Professional agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the City's exposure to loss.

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

4.3.3 Acceptability of Insurers.

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

4.3.3.2 The City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of

California and is included on the List of Approved Surplus Lines Insurers (LASLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

4.3.4 Required Endorsements.

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

4.3.4.1 Commercial General Liability Insurance Endorsements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.5 Contract Records and Reports.

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

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

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

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

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

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

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

4.6 Non-Discrimination Requirements.

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

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

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

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

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

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

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

4.7.4 Subcontractor's Agreements. The Design Professional further certifies that each contract for Subcontractor Services for this Project shall contain language that binds the Subcontractor to comply with the provisions of Article IV, Section 4.7 of this Agreement, as required by Sections 2.A.(1) through (3) of Council Policy 100-17. Design

Professionals and Subcontractors shall be individually responsible for their own drug-free work place program.

4.8 Title 24/Americans with Disabilities Act Requirements. Design Professional has sole responsibility for ensuring that all Project plans and other design services comply with all accessibility requirements under Title 24 of the California Code of Regulations, known as the California Building Code (Title 24), and under the Americans with Disabilities Act Accessibility Guidelines (ADAAG) in effect at the time the designs are submitted to the City for review. When a conflict exists between Title 24 and ADAAG, the most restrictive requirement shall be followed by Design Professional (i.e., that which provides the most access). Design Professional warrants and certifies that any and all plans and specifications prepared for the City in accordance with this agreement shall meet all requirements under Title 24 and ADAAG. Design Professional understands that while the City will be reviewing Design Professional's designs for compliance in specific and certain areas under Title 24 and ADAAG prior to acceptance of Design Professional's designs, Design Professional understands and agrees that the City's access review process and its acceptance of Design Professional's designs in no way limits the Design Professional's obligations under this agreement to prepare designs that comply with all requirements under Title 24 and ADAAG.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

requirements as may be established by the Enforcement Official. Design Professional warrants and certifies that any and all plans, reports, and specifications prepared for the City in accordance with this agreement shall meet all requirements of the San Diego Municipal Code and Storm Water Standards Manual. Design Professional understands that while the City will be reviewing Design Professional's designs for storm water permit compliance prior to acceptance of Design Professional's designs, Design Professional understands and agrees that the City's Storm Water review process and its acceptance of Design Professional's designs in no way limits the Design Professional's obligations under this agreement to prepare designs that comply with all requirements of the San Diego Municipal Code and MS4 Permit.

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

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

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

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

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

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

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

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

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

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

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

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

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

4.20.5 Working Hours. Design Professional and its subconsultants shall comply with California Labor Code sections 1810 through 1815, including but not limited to:

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

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

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

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

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

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

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

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

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

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

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

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

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

4.21 Davis-Bacon Wage Rates. RESERVED.

4.22 Compliance With Davis-Bacon and Related Acts. RESERVED.

ARTICLE V FEDERAL REQUIREMENTS

5.1 This Project is funded by the United States Environmental Protection Agency (USEPA). All Project work and Agreements will be subject to the review and approval of the USEPA.

5.2 The Design Professional and its Subcontractors shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred, and shall make such materials available at their respective offices at all

reasonable times during the contract period and for three years from the date of final payment under the contract, for inspection by the City, the United States Environmental Protection Agency, the State Auditor, the Comptroller General of the United States, or their duly authorized representatives.

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

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

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

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

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

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

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

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

(i) Placing unreasonable requirements on firms in order for them to qualify to do business,

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

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

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

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

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

5.12 Contract modifications are required for any modification in the terms of the original contract that change the cost of the contract; significantly change the character, scope, complexity, or duration of the work; or significantly change the conditions under which the work is required to be performed. A contract modification shall clearly outline the changes made and determine a method of compensation. The United States Environmental Protection Agency's approval of contract modifications shall be obtained prior to beginning the work, except that in unusual circumstances the Design Professional may be authorized to proceed with work prior to agreement on the amount of compensation and execution of the contract modification, provided the United States Environmental Protection Agency has previously approved the work and has concurred that additional compensation is warranted.

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

ARTICLE VI INDEMNIFICATION

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

6.2 Design Professional Services Indemnification and Defense.

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

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

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

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

ARTICLE VII MEDIATION

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

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

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

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

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

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

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

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

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

ARTICLE VIII INTELLECTUAL PROPERTY RIGHTS

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

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

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

8.4 Moral Rights. Design Professional, its employees, agents, talent, and independent Subcontractor(s) hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Deliverable Materials which Design Professional, its employees, agents, talent, and independent Subcontractor(s), may now have or which may accrue to Design Professional, its employees, agents, talent, and independent Subcontractor(s)' benefit under U.S. or foreign copyright laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. The term "Moral Rights" shall mean any and all rights of paternity or integrity in or to the Deliverable Materials and the right to object to any modification, translation or use of said content, and any similar rights existing under judicial or statutory law of any country

in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

8.5 Subcontracting. In the event that Design Professional utilizes a Subcontractor(s) for any portion of the Work that is in whole or in part of the specified Deliverable Materials to the City, the agreement between Design Professional and the Subcontractor [Subcontractor Agreement] shall include a statement that identifies that the Deliverable Materials/Work product as a "work-for hire" as defined in the Act and that all intellectual property rights in the Deliverable Materials/Work product, whether arising in copyright, trademark, service mark or other belongs to and shall vest solely with the City. Further, the Subcontractor Agreement shall require that the Subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to the City, all titles, rights and interests in and to said Work/Deliverable Materials, including all copyrights and other intellectual property rights. City shall have the right to review any Subcontractor agreement for compliance with this provision. Any subcontract in excess of \$25,000.00 entered into as a result of this contract, shall contain all provisions stipulated in this contract to be applicable to the subcontractors.

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

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

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

ARTICLE IX MISCELLANEOUS

9.1 Notices. In all cases where written notice is required under this Agreement, service shall be deemed sufficient if the notice is deposited in the United States mail, postage paid. Proper notice shall be effective on the date it is mailed, unless provided otherwise in this

Agreement. For the purpose of this Agreement, unless otherwise agreed in writing, notice to the City shall be addressed to:

Engineering & Capital Projects Department, c/o Bilal Oriqat, 525 B Street, San Diego, CA 92101, and notice to the Design Professional shall be addressed to: Harris & Associates Inc, Jason Caprio, 600 B Street, Suite 2000 San Diego, CA 92101, jason.caprio@weareharris.com.

9.2 Headings. All article headings are for convenience only and shall not affect the interpretation of this Agreement.

9.3 Non-Assignment. The Design Professional shall not assign the obligations under this Agreement, whether by express assignment or by sale of the company, nor any monies due or to become due, without the City's prior written approval. Any assignment in violation of this paragraph shall constitute a Default and is grounds for immediate termination of this Agreement, at the sole discretion of the City. In no event shall any putative assignment create a contractual relationship between the City and any putative assignee.

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

9.5 Design Professional and Subcontractor Principals for Professional Services. It is understood that this Agreement is for unique Professional Services. Retention of the Design Professional's Professional Services is based on the particular professional expertise of the following members of the Design Professional's organization: Jason Caprio (Project Manager), Mark Nassar (Principal-in-Charge), Zaheer Shaikh (Design Manager) and Vern Phillips (QA/QC Manager) [Project Team]. Accordingly, performance of Professional Services under this Agreement may not be delegated to other members of the Design Professional's organization or to Subcontractors without the prior written consent of the City. It is mutually agreed that the members of the Project Team are the principal persons responsible for delivery of all Professional Services and may not be removed from the Project Team without the City's prior written approval. Removal of any member of the Project Team without notice and approval by the City may be considered a default of the terms and conditions of this Agreement by the Design Professional. In the event any member of the Project Team becomes unavailable for any reason, the City must be consulted as to any replacement. If the City does not approve of a proposed replacement, the City may terminate this Agreement pursuant to section 2.6 of this Agreement. Further, the City reserves the right, after consultation with the Design Professional, to require any of the Design Professional's employees or agents to be removed from performance of the Scope of Services.

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

9.7 Employment of City Staff. This Agreement may be unilaterally and immediately terminated by the City, at its sole discretion, if the Design Professional employs an individual who, within the last twelve months immediately preceding such employment did, in the individual's capacity as an officer or employee of the City, participate in, negotiate

with, or otherwise have an influence on the recommendation made to the City Council or Mayor in connection with the selection of the Design Professional.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9.26 United States Environmental Protection Agency Fund Requirements. The City anticipates receiving financial assistance from the Federal Government and the State of California for this project. The requirements in Exhibit I [United States Environmental Protection Agency Funds Requirements] are conditions of the receipt of financing from the United States Environmental Protection Agency under the Water Infrastructure Finance and Innovation Act program. The firm contracting with the City (Design Professional) shall comply with all of the requirements as listed in Exhibit I.

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-315084, authorizing such execution, and by the Design Professional pursuant Harris & Associate's signature authority document.

I HEREBY CERTIFY I can legally bind Harris & Associates and that I have read all of this Agreement, this 15 day of June, 2023.

By 

Michelle White

Chief Operating Officer/Consulting Division President

Dated this 8th day of December, 2023.

THE CITY OF SAN DIEGO
Mayor or Designee

By 

Cindy Crocker
Principal Contract Specialist
Purchasing & Contracting

I HEREBY APPROVE the form of the foregoing Agreement this 27th day of December, 2023.

MARA W. ELLIOTT, City Attorney

By 

Deputy City Attorney

DESIGN PROFESSIONAL AGREEMENT
EXHIBITS

Scope of Work

Design of Stormwater Pump Station D Component Upgrade Project

- **Project Understanding AND DESCRIPTION OF IMPROVEMENTS**

Stormwater Pump Station D or “SWPS D,” located at 3992 Rosecrans Street within the Old Town Community Planning Area (Council District 3), is the second largest stormwater pumping facility in the City of San Diego (“City”), and is more than 80 years old. While currently operational, it is beyond its useful life expectancy and will be upgraded and improved as the majority of the Project. There was a Feasibility Study produced by PSOMAS for the City of San Diego in August 2019. This Feasibility Study, included with the Request for Proposal (RFP) as Appendix 1, outlines the improvements and estimation of costs for a complete rehabilitation of the City’s SWPS D that serves the areas of Midway and Old Town. The Feasibility Study identifies the following items that shall be designed as part of this Project:

- Replace 10 pumps (4160V)
 - Eight 200 horsepower (hp) pumps and motors (18,000 gallons per minute (gpm) at 34’ total dynamic head (TDH)) with recommended replacement configuration.
 - Two 60 hp pumps and motors (5,400 gpm at 34’ TDH) with recommended replacement configuration.
 - One 18 hp and one 7.5 hp low flow diversion pump and motor with recommended replacement configuration to the existing sanitary sewer system in Taylor Street.
 - As part of the Work, the current pump and motor arrangement (number of pumps and motors, horsepower, et cetera) may be different based on development of the Basis of Design Report.
- Upgrade SWPS D Pumping Capacity
 - From the existing 135,000 gpm to 270,000 gpm (total, collective).
- Replace 10 pump starters to accommodate new pumps.
- Replace Low Flow Diversion System
- Replace Top Slab (Structural Option 2)
- Repair or Replace Miscellaneous Structural Components
 - Specifically, the metal screens, support members at the base of the existing wet well, interior column(s) inside of the existing wet well, support framing for the existing surge tank, and other miscellaneous supports for stormwater discharge piping.
- Install 4160 V Service and Electrical Upgrades
 - Including accommodation for the low flow diversion system
- Replace Existing PLC & MCC
 - City of San Diego PLC Standard Protocol
- Install Permanent On-Site Diesel Generator
- Modify Wet Well
 - In an effort to improve pump performance, including compliance with the Hydraulic Institutes (HI/ANSI) 9.8 Pump Intake Design Standard.
 - Address and Install Trash Capture Device(s) (may be outside of the wet well)
- Construct and Run Physical Model
- Perform Hydraulic Analysis

- Assess Condition and Adequacy of the Existing 66-inch Diameter Outfall Pipeline
- Repair Wet Well (Corrosion), or Replace Wet Well

Project Setting

1. SWPS D conveys stormwater via a 66-inch diameter reinforced concrete pipe to a point of discharge within the San Diego River vicinity. This Project will increase SWPS D's capacity from approximately 135,000 gpm to 270,000 gpm to mitigate upstream flooding, add a permanent on-site emergency diesel generator, and upgrade associated mechanical and electrical systems, utilities, and structures.
2. Site work during construction will require temporary bypassing of SWPS D.

Project Considerations

Although not developed, confirmed, nor completed during "Pre-Design and Preliminary Engineering", the "Design Development" phase will address and account for the following:

1. Confirm the stormwater demands and pressure assumptions from the Feasibility Study versus field measurements and collected data.
2. Develop system envelope which covers four defined points of operation.
3. Select vertical turbine pumps.
4. Perform surge analysis of the system, including recommendations for mitigation measures, if necessary.
5. Provide narrative description of SWPS D operation, control strategy, and testing following construction.
6. Describe approach to be used during design to minimize community impact during construction.

Special Provisions

1. Site layout(s) to include consideration of operating noise impacts, ventilation per City of San Diego's Municipal Code, and security fencing. Structures to be fire-resistive construction (reinforced concrete, steel, or masonry wall). SWPS D building to utilize skylights for crane operated motor and pump removal, maintenance, and replacement. Stainless steel material is recommended to prevent skylight breaks and leaks. Use glass block in strategic locations to provide natural interior lighting.
2. Permanent on-site diesel generator will include mitigation of noise, emissions, and safety hazards. Sizing and generator enclosure will be subject to these activities at the design stage. Noise level of running generator and impact to surrounding occupancies will be considered as a critical component of the design. Note that an indoor, built-in generator plan with associated design considerations was originally recommended by City staff with an ultimate decision by the Stormwater Department in favor of an outdoor generator design solely based on safety tradeoffs; and that any required noise waiver and public outreach regarding outside generator implementation will be considered in design stage. Furthermore, a facility specific design will be required to balance project needs and there is no allowance for any outdoor, skid or trailer-mounted generator sets that cause potential for unmitigated noise, fuel, and exhaust smell to the nearby residences. Fuel tanks will be located above ground with fuel spill protection and containment. Generator design to include underground conduit, hard wired to electrical control room.
3. Design to include exterior concrete driveway and pad in front of SWPS D above discharge header in consideration of heavy equipment operation. The remaining paved areas to be asphalt

concrete. Driveway and pad to be level. Pump station flow meter to be placed in a well-drained and vented underground vault to allow straight upstream (approach) and downstream lengths of 10 and 5 pipe diameters respectively, (AWWA C 701/704).

4. Pump station to include equally sized pumps that can be rotated as duty pumps while providing full standby capacity. Reinforced concrete pedestals raised above the floor will be provided for pumps, control valves, and raised electrical switchgear and control cabinets. Pump station must be equipped with adequate floor drainage to prevent flooding. Floors will slope to floor drain or drainage pit to move nuisance water away from pumps and equipment. Pump gland drains will be provided in pump areas. Floors, gratings, and plates will be non-slip. Below grade equipment structures which cannot be drained by gravity piping will be provided with sump pumps or drains to prevent flooding.
5. Main aisles to be 5-feet minimum. Pumps spaced 4-feet minimum, side to side. Overhead hoist for vertical turbine pump clearance and a fixed monorail crane (not traveling bridge) to be provided that runs over the control valves only. Building height and crane height must be adequately designed to clear equipment and crane must travel to a truck-accessible doorway not less than 8 feet wide. There shall be sufficient room inside SWPS D building in order to allow the operations truck to back up into the pump station where the lifted valve can be loaded on the back of the truck. (see Water Operations Vehicle Dimensions.pdf at PlanetBids).
6. Building roof to include a mansard-style semi-flat roof with three-foot high parapet around perimeter for operator safety. Semi-flat roof must be easily accessible and walkable for operators while including mild arch for drainage to perimeter gutters and downspouts. Any required safety railing, interior ladder and fall arrest equipment to be in accordance with Occupational Safety and Health Administration standards. Each pump/motor combination to have overhead removable skylight for ease of crane lift and removal from exterior of building.
7. Operation and Stormwater staff training is to include close coordination with supervisory control and data acquisition (SCADA) staff during design, start-up testing, and commissioning. SCADA consideration will utilize the latest City design guidelines. Consideration of SCADA override capability system in case of valve failure.
8. Design shall be in accordance with the City of San Diego Water Facility Design Guidelines (2021 Edition), as applicable, in addition to other City guidelines and standards. These guidelines and standards are not a substitute for good engineering.

- **Scope of Services**

Phase 1 – Project Management

Task 1.1 General Project Management and Administration

1. This task generally includes working with the City of San Diego, stakeholders, performing scope management, cost management, schedule management, as-needed internal progress meetings, administrative duties (i.e., coordination, correspondence, invoicing, etc), and other miscellaneous activities required to execute the Project, but are not clearly listed below.

Task 1.2 Project Schedule

1. Design Professional shall create a Project Schedule and monthly progress reports. The Project Schedule shall include milestones for the following deliverables as outlined for 30%, 60%, 100%, and final design. Provide monthly progress reports identifying project team action items are addressed in coordination with City Project Manager. Monthly progress reports will include, but

are not limited to, budget information, issues encountered, out-of-scope items and status, action items, and percentage of task completion.

Deliverables:

- Monthly Project Status Report (in PDF format) with Monthly Invoice, including identification of concerns related to Scope of Work, Schedule, and/or Budget. This document will also include the Project's Decision Matrix with cumulative running updates.
- Monthly updates of Project Schedule (in PDF format), including updates to the critical path.

Task 1.3 Project Meetings

1. Design Professional shall coordinate team meetings with City Project Manager and representatives, Engineering & Capital Projects, Stormwater, subconsultants, and permitting agencies necessary for the completion of design plans, technical specifications, and related services as specified; document meetings through meeting minutes and include action items, responsible party or person(s), and expected item finishes. At City Project Manager's request, Design Professional shall attend project related meetings including:
 - Project design kick-off meeting,
 - Coordination meetings, including preparation of meeting agendas prior to the meetings and meeting notes documenting key points and distributed no later than a week after the meeting, and
 - Design review or milestone deliverable meetings pertaining to the Technical Memoranda/Basis of Design Report (TM/BDR), 30%, 60%, 100%, and final designs.

Deliverables:

- Status Updates: Schedule, Action Items, Current Work Tasks (PDF),
- Meeting Agendas (PDF),
- Draft Meeting Agenda and Minutes (PDF), and
- Final Meeting Agenda and Minutes (PDF)

Task 1.4 Records Management

1. Design Professional will establish Document Control System compatible with City Records Management Document Control System.

Task 1.5 Stakeholder Coordination

1. The Project proposes modification, reconstruction, or replacement of a structure over 45 years old. SWPS D was constructed in 1941. LDC Section 143.0212 requires City staff to review projects impacting a parcel that contains a structure 45 years or older to determine whether a potentially significant historical resource exists on the site. Design Professional shall assist with historical permitting if necessary.
2. Design Professional shall coordinate and provide design interface with San Diego Gas & Electric (SDG&E) and telecommunications providers for electrical power distribution, SCADA, and facility security. Construction staging for construction will be identified by the contractor. A recommended staging location will be included in the design documents by Design Professional during design. Construction easements for such staging areas or property use negotiations are the responsibility of the City. Work area limits will be identified on the plans.

Task 1.6 Quality Assurance / Quality Control Reviews

Design Professional shall implement a Quality Assurance process that involves internal Project Review Meetings where scope, schedule, budget, and client feedback is discussed. These meetings are conducted monthly and include attendance by the Principal-in-Charge, Senior Project Manager, Technical Lead Engineer, Design Professional Leadership, and Design Professional Accounting.

Design Professional Quality Control process shall include reviews of project deliverables as noted below in alignment with the City's checklists and Design Professional QC Manual prior to submittal to the City.

1. Sub-Task 1.6.1 Hydraulic Analysis and Conditional Assessment Report Review
2. Sub-Task 1.6.2 Basis of Design Report and Technical Memoranda Review
3. Sub-Task 1.6.3 Constructability Review(s)
4. Sub-Task 1.6.4 30% Design Submittal Review
5. Sub-Task 1.6.5 60% Design Submittal Review
6. Sub-Task 1.6.6 100% Design Submittal Review
7. Sub-Task 1.6.7 Final Design Submittal Review

Phase 2 – Pre-Design and Preliminary Engineering

Within 2 weeks of notice to proceed, a project kick-off meeting will be held between Design Professional and the City to review and document project goals, objectives, and action steps to be taken. Given the multi-disciplinary nature of the work, the City may also include other City departments or divisions in the project process. Design Professional shall design SWPS D in accordance with current applicable laws, regulations and codes, and professional standards of practice established by the City. Design Professional shall provide internal quality control review of deliverables in alignment with the agreed upon scope. The pre-design and preliminary engineering activities include:

Task 2.1 – Subsurface Utility Exploration (Potholing)

1. Design Professional (via C-Below Subsurface Imaging) shall perform utility location by potholing to provide visible, non-erasable witness points for each utility located. This task shall include contact with USA Dig Alert for local utility information, follow-up with the identified utilities and mapping prior to finalizing the pothole locations. The purpose of the potholing is to locate depth of the stormwater facilities and/or any conflicting utilities that may impact the Project. Design Professional shall present the findings of this research in a Utility Exploration Report.

Deliverables:

- Utility Exploration Report (PDF), and
- Utility As-built Plans (PDF).

Task 2.2 – Geotechnical Investigations, Testing, and Report

1. Design Professional (via subconsultant Allied Geotechnical Engineers) shall perform and prepare a geotechnical engineering analysis and report, including data gathering, field reconnaissance, planning, permitting and utility clearance, field exploration (six borings up to 70 feet), and laboratory testing. Laboratory testing will assess the following:
 - a. In-place Moisture Content (ASTM D2216);
 - b. Moisture Content and Dry Density (ASTM D2937);
 - c. Wet Sieve Analysis (ASTM D422);
 - d. Atterberg Limits (ASTM D4318);
 - e. Compaction (ASTM D1557);
 - f. Consolidation (ASTM D2435);

- g. Direct Shear (ASTM D3080);
- h. Expansion Index (ASTM D4829); and
- i. Soil pH, resistivity, and soluble sulfate and chloride concentrations.

The engineering analysis will include a summary of the findings, final laboratory testing results, and explanations or recommendations on the following:

1. General surface and subsurface conditions at the project site;
2. General geologic conditions and potential geologic hazards;
3. Seismic design criteria per 2022 Edition of the California Building Code & ASCE 7-16;
4. Groundwater conditions, if encountered within the maximum depth of exploration;
5. Soil/rock excavation characteristics;
6. Allowable soil bearing capacity and lateral soil pressures and resistances;
7. Modulus of subgrade reaction and unconfined compressive strength;
8. Geotechnical parameters for use in design of the grading plan, including earth pressures and anticipated soil settlement;
9. Foundation design recommendations;
10. Concrete slab-on-grade and moisture barrier design recommendations;
11. Soil corrosivity characteristics;
12. Project site infiltration characteristics;
13. Slope stability recommendations;
14. Groundwater conditions and dewatering recommendations, if encountered within the maximum depth of exploration, based on the groundwater level encountered in the borings at the time of drilling and a review of existing information available on the GeoTracker database; and
15. General construction-related considerations, including earthwork guidelines, backfilling operations, temporary sloped excavations and shoring, and construction dewatering, if applicable.

Deliverables:

- Geotechnical Investigation and Report (PDF)

Task 2.3 – Site Topography and Base Mapping

1. Design Professional (via San Dieguito Engineering) shall prepare topographic mapping for the site using record maps, public and private utility drawings, and the preliminary City survey files. Design Professional will verify site conditions and create a digital base map to be used for plans, reports, and exhibits in accordance with the Citywide CADD Standards 2018 edition.
2. Draft survey MicroStation CADD files shall be submitted to Engineering & Capital Projects Department (E&CP) Surveying Engineers for review and acceptance. MicroStation CADD files shall be in accordance with the Citywide CADD Standards 2018 edition. Comments will be addressed following the E&CP surveying review and a final survey CADD file will be submitted.
3. Design Professional shall pull Preliminary Title Report(s) if needed to support the City.

Deliverables:

- Draft “Native” Survey MicroStation CADD files submitted to E&CP surveying (a survey deliverables checklist will be provided by the City’s project manager to Harris to verify what is acceptable by City’s survey team), and

- Approved "Native" Survey MicroStation CADD files submitted to E&CP surveying.

Task 2.4 – Stormwater Requirements Application Checklist (DS-560)

1. Design Professional (via San Dieguito Engineering) shall submit a completed DS-560 Stormwater Requirements Applicability Checklist to the City.

Deliverables:

- Completed DS-560 Stormwater Requirements Applicability Checklist (PDF),
- Water Pollution Control Plan (PDF), and
- Stormwater Quality Management Plan (PDF).

Task 2.5 – Hydraulic Analysis and Studies

Sub-Task 2.5.1 Drainage & Hydrology Confirmation

1. Design Professional shall perform a drainage and hydrology confirmation to confirm peak stormwater flows entering the existing wet well. This confirmation effort will include the following:
 - a. Perform drainage assessment,
 - b. Hydraulic modeling of upstream storm drain system, and
 - c. Analyze stormwater flows and recommended pump capacities.

Note that the drainage and hydrology confirmation will be based on City drainage reports to determine watershed flows. A localized hydrologic analysis may be performed for the surrounding tributary area.

Deliverables:

- Hydrologic Memorandum (PDF) identifying the tributary watershed and corresponding flow rates for the 25, 50 and 100-year storm events, which will become part of the Basis of Design Report.

Sub-Task 2.5.2 Hydraulic Analysis

1. Design Professional, along with subconsultant partner Scott Foster Engineering, shall perform a hydraulic and transient analysis, including specifically:
 - a. Determine if pressure spikes would occur during normal or emergency operations,
 - b. Provide valve operating parameters,
 - c. Conduct a hydraulic study to verify the pump station will perform as designed, and
 - d. Analyze four flow scenarios under the expected ranges of flow.

Deliverables:

- Draft Hydraulic Study, including the transient analysis (PDF), which will become part of the Basis of Design Report.
- Approved Hydraulic Transient Analysis (PDF), which will become a section of the Basis of Design Report or a stand-alone appendix as part of the Basis of Design Report.

Task 2.6 – Physical Modeling

1. Design Professional (via Clemson Engineering Hydraulics) shall construct, test, model, and report upon a physical hydraulic model that includes flow rates, water levels, vortices, velocities, and pre-swirl. Modeling testing will be carried out in the following four phases:

- a. Baseline Tests;
- b. Modifications Tests;
- c. Witness Tests; and
- d. Documentation Tests.

Deliverables:

- Physical Modeling Report with Recommendations (PDF), which will become a section of the Basis of Design Report or a stand-alone appendix as part of the Basis of Design Report.
- Raw Video Footage of Testing

Task 2.7 – SCADA and Controls Strategy

1. Design Professional (via TJC and Associates, TJCAA) shall coordinate with Stormwater Operations to assess and develop the control strategies needed to meet operational requirements, including level control and pressure control. Control strategy will identify and recommend the number of variable frequency drives, if any, required.

Deliverables:

- SCADA and Controls Strategy Technical Memorandum (PDF), which will become a section of the Basis of Design Report or a stand-alone appendix as part of the Basis of Design Report.

Task 2.8 – SDG&E Power Supply Assessment

1. Design Professional (via TJCAA) shall coordinate with SDG&E for meter and transformer location. Design Professional shall prepare an electrical system load calculation and load profile to determine power demand to size the new utility supply requirements and the size of the permanent on-site diesel generator. Design Professional shall prepare the SDG&E application and pay the application fee through the reimbursable permitting allowance.

Deliverables:

- SDG&E Power Supply Assessment Technical Memorandum (PDF), which will become a section of the Basis of Design Report or a stand-alone appendix as part of the Basis of Design Report.

Task 2.9 – Acoustical Analysis and Noise Study

1. Design Professional shall perform an acoustical analysis and noise study for the Project, which will assess the current conditions; assess potential noise impacts from the operation of Stormwater Pump Station D; assess potential noise impacts from occasional, emergency operation of the permanent on-site diesel generator; consider the Old Town Community Plan Chapter 10 “Noise Element;” and make reasonable recommendations for noise attenuation. Design Professional shall summarize regulatory and noise ordinance requirements, ambient baseline conditions, potential noise impacts, and acoustic attenuation recommendations.

Deliverables:

- Acoustical Analysis and Noise Study Technical Memorandum (PDF), which will become a section of the Basis of Design Report or a stand-alone appendix as part of the Basis of Design Report.

Task 2.10 – Aesthetics Planning and Neighborhood Strategy

EXHIBIT A

1. Design Professional (via KAL Architects and Studio West Landscape Architecture & Planning) shall evaluate site layout, aesthetics, and landscaping. Design Professional shall prepare documentation to illustrate the Project's physical characteristics, including its integration with the Old Town San Diego neighborhood. Design Professional shall evaluate the aesthetic impacts, as well as determine the appropriate mitigation measures, if any. This will include landscaping and restoration.

Deliverables:

- Aesthetics Planning and Neighborhood Strategy Technical Memorandum (PDF), which will become a section of the Basis of Design Report or a stand-alone appendix as part of the Basis of Design Report.

Task 2.11 – Corrosion Control

1. Design Professional (via V&A Consulting Engineers) shall perform a corrosion evaluation of the property, including document review, in-situ soil resistivity testing, soil analysis, and soil corrosivity reporting, including recommendations for corrosion control.

Deliverables:

- Corrosion Control Technical Memorandum (PDF), which will become a section of the Basis of Design Report or a stand-alone appendix as part of the Basis of Design Report.

Task 2.12 – Traffic Control Planning Concept

1. Design Professional shall prepare a Traffic Control Planning Concept that will define and support the development of engineered traffic control plans, specifically traffic control efforts required by permitting agencies like Caltrans and Metropolitan Transit System (MTS). This technical memorandum will delineate permitting agency requirements as it relates to vehicular and pedestrian travel within the public right-of-way, travel within encroachment or private property, and other relevant concepts.

Deliverables:

- Traffic Control Planning Concept Technical Memorandum (PDF), which will become a section of the Basis of Design Report or a stand-alone appendix as part of the Basis of Design Report. This technical memorandum may also be included with applications to Caltrans and MTS for encroachment permit and rights-of-entry applications.

Task 2.13 – Temporary Bypassing Planning

1. Design Professional shall prepare an assessment of options related to temporary bypass pumping to be used during construction activities. This will primarily consist of evaluating potential solutions necessary for rehabilitating the existing wet well and/or constructing a new wet well, depending on feasibility for either. This will include conversations with manufacturers, vendors, suppliers, or others who would participate as hired by the contractor for temporary bypass pumping. This technical memorandum will serve as defined options for consideration with the City, but ultimately, temporary bypassing pumping during construction activities is generally a means and methods activity that will be collaborated, proposed, determined, and selected by the contractor.

Deliverables:

- Temporary Bypassing Planning Technical Memorandum (PDF), which will become a section of the Basis of Design Report or a stand-alone appendix as part of the Basis of Design Report.

Task 2.14 – Pre-Procurement Support Services

1. Design Professional shall prepare an assessment of opportunities related to pre-procurement support services as it relates to long lead-time items that are typically purchased by the Contractor. Given the interest in accelerating the Project's overall schedule, design professional shall identify major and large equipment components, as well as the average and current lead-times provided by the manufacturers, vendors, and suppliers.

Deliverables:

- Pre-Procurement Technical Memorandum (PDF), which will become a stand-alone document and will not be a part of the Basis of Design Report.

Task 2.15 – Environmental, Biological, and Cultural Studies for California Environmental Quality Act

1. The City will determine the required land use permit and California Environmental Quality Act (CEQA) process requirements. Design Professional shall be required to coordinate with City Project Manager in satisfying project permit requirements, including aiding in responding to issues from City Development Services Department for project environmental assessment.

Sub-Task 2.15.1 CEQA Development

1. Design Professional shall develop the CEQA Project Description with the City's and Design Team's input to clarify time of construction, duration of construction, road closures, exterior design features, street parking spaces, and landscape features.

Sub-Task 2.15.2 Initial Study

1. Design Professional shall refine Initial Study and eliminate non-potentially significant environmental factors, develop, and post the Notice of Preparation and conduct/document project scoping with City and County. Notices shall include on-site signs, posting on the City's website, and posting on the County's website. Design Professional shall prepare the posting for the websites, but the agencies are responsible for uploading the material.
 - a. A biological letter report would be required in compliance with local, state, and federal regulations.
 - b. A records search, site survey, and cultural resources report will be required in compliance with local, state, and federal regulations.
 - c. Because the Project will require a Mitigated Negative Declaration, tribal consultation in accordance with Assembly Bill 52 (AB 52) will also be required as part of the Development Services Department's review process.
 - d. Acoustical Analysis/Noise Study and technical report may be requested by the Development Services Department, outlining any potential impacts and associated mitigation measures.
 - e. Aesthetics (section will be related to landscape plan and Americans with Disabilities Act (ADA) requirements.)

Task 2.16 – Permits Required for the Project

1. A Mitigated Negative Declaration will be required for compliance with the CEQA due to impacts to Archaeological Resources. Design Professional to assist and acquire necessary permit.
2. Because the Project will be funded or co-funded with Water Infrastructure Finance and Innovation Act (WIFIA) federal funds, a separate environmental document will be required for compliance with the National Environmental Policy Act (NEPA). This Preliminary Environmental Assessment assumes time and costs associated with NEPA compliance. Design Professional to assist and acquire necessary permit.
3. In addition, cross cutter requirements may include consultation with State Historic Preservation Officer, United States Fish and Wildlife Service, National Marine and Fisheries Service, Coastal Zone Management Agency and other organizations as necessary to review and complete the WIFIA application procedures. Design Professional to assist and acquire necessary permit.
4. Development Services Department Building Permit (Air Pollution Control District, Fire Marshal). Design Professional to assist and acquire necessary permit.
5. County of San Diego Hazardous Materials Division's Unified Program Facility Permit. Design Professional to assist and acquire necessary permit.
6. Stand-Alone Permanent Generator Concrete Slab Permit. Design Professional to assist and acquire necessary permit.

Task 2.17 – Community Planning, Outreach, and Consultations

1. Design Professional shall provide community planning, outreach, and consultations with the relevant and appropriate public representatives. The Design Professional shall attend up to three Old Town San Diego Community Planning Group Meetings to present the Project.
2. Community Planning, Outreach, and Consultation includes the following:
 - a. Initiate communication with one community planning group (Old Town San Diego Community Planning Group), appropriate elected officials, and nearby businesses regarding the Project.
 - b. Solicit and collect general feedback and concerns.
 - c. Design an Outreach Plan based on project characteristics and general feedback and concerns from the Old Town San Diego Community Planning Group.
 - d. Prepare Outreach Plan schedule, including communication responsibilities.

Deliverables:

- Outreach Plan
- Old Town Community Planning Group Meeting Minutes

Phase 3 – Design Development

Upon submission and approval of certain, but limited, pre-design deliverables (see above), Design Professional shall proceed and continue with design development. PDFs, spreadsheets, or other formats, as indicated, shall be provided of the listed deliverables below. Native files shall be provided at the request of the City.

Task 3.1 – Hydraulic Analysis and Conditional Assessment Report Submittal and Review

1. Design Professional shall perform hydraulic analysis and (via V&A Consulting Engineers) a conditional assessment of the 66-inch diameter outfall pipeline shall be completed as required to determine its current capacity.

2. Design Professional shall perform an assessment of condition of the existing wet well to determine its suitability for rehabilitation.

Task 3.2 – 10% Design Submittal and Review

1. Design Professional shall prepare and submit a 10% design package for City's formal review and comment. The 10% design package will facilitate concept-level discussions with the City, as well as include certain, but limited, technical memoranda from Phase 2 – Pre-Design and Preliminary Engineering, including the following:
 - a. Subsurface Utility Exploration (Potholing)
 - b. Geotechnical Investigations, Testing, and Report
 - c. Hydraulic Analysis and Studies
 - d. SCADA and Controls Strategy
 - e. SDG&E Power Supply Assessment
 - f. Aesthetics Planning and Neighborhood Strategy, and
 - g. Traffic Control Planning Concept.

Design Professional shall provide internal quality control review of deliverables per the project-specific Quality Management Plan in alignment with the agreed upon scope of services.

Deliverables:

- A draft Basis of Design Report with a complete Table of Contents and certain, but limited, technical memoranda
- 10% design drawings in full-size and half-size (PDF)
 - Title Sheet
 - Vicinity and Locations Maps
 - City-provided title block with project information essentially complete
 - Existing Site Plan, including Easements and Boundaries
 - Overall Demolition Plan
 - Proposed Site Improvements Plan
 - Rehabilitation Version
 - New Pump Station and Wet Well Version

Task 3.3 – Permitting and Stakeholder Coordination

1. Design Professional shall coordinate with a variety of permitting agencies and stakeholders through the course of the Project, including those previously identified. This effort will focus predominantly on coordination, correspondence, meetings, workshops, and compliance related efforts. This will not include the work required to obtain the permits or approvals (i.e., technical studies, design drawings, et cetera), but more collaboration and process identification with the agencies with interest.

Deliverables:

- Permitting and Stakeholder Matrix (PDF).

Task 3.4 – 30% Design Submittal and Review

1. Design Professional shall prepare and submit detailed 30% design package for City's formal review and comment. The 30% design package shall incorporate the City's comments from the 10% design package.

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Design Professional shall provide internal quality control review of deliverables per the project-specific Quality Management Plan in alignment with the agreed upon scope of services.

Deliverables:

- A revised, draft Basis of Design Report, and certain, but limited, technical memoranda with comments addressed,
- Reviewed calculations completed to date,
- A submitted stormwater review (PDF),
- 30% design drawings in full-size and half-size (PDF),
- 30% specifications table of contents (PDF),
- 30% design calculations (PDF),
- 30% engineering cost estimate (PDF),
- 30% design review checklist (PDF),
- 30% CADD Files,
- Civil Drawings:
 - Existing utilities plotted; existing facility horizontal controls, and elevations confirmed with current survey,
 - Major system structures located,
 - Preliminary drawings include demolition, site layout, major grading elements, and yard piping.
 - Relevant City standard details, partially complete.
- Structural Drawings:
 - Layout for structural design established,
 - The main structural system and detailed design approach for each structural component established,
 - Layout plan drawings started.
 - Relevant City standard details, partially complete.
- Mechanical Drawings:
 - General arrangement layout of major equipment completed,
 - All major equipment, pipe sizes, work clearances, equipment spacing, and access shown,
 - System flow diagrams complete.
 - Relevant City standard details, partially complete.
- Electrical Drawings:
 - Preliminary single-line diagrams of major distribution systems and of motor control centers prepared,
 - Preliminary site layouts showing locations of switchgear and main motor control centers prepared,
 - Partial equipment schematic diagrams started.
 - Relevant City standard details, partially complete.
- Instrumentation process and instrumentation diagrams (P&IDs) depicting:
 - General control philosophy,
 - Type of instrumentation and control philosophy,
 - All primary and secondary control devices (elements, transmitters),
 - All instrumentation (primary, secondary, panel and computers) shown but not tagged,
 - Area designated drawing and equipment numbering system finalized.
 - Relevant City standard details, partially complete.

Task 3.5 – 60% Design Submittal and Review

EXHIBIT A

1. Design Professional shall prepare and submit detailed 60% design package for City's formal review and comment. The 60% design package shall incorporate the City's comments from the 30% design package.
2. Design Professional shall provide internal quality control review of deliverables per the project-specific Quality Management Plan in alignment with the agreed upon scope of services.

Deliverables:

- Comments from 30% design submittal reviews incorporated,
- Calculations completed and reviewed,
- Preliminary Title 24 forms (PDF),
- A submitted stormwater review (PDF),
- 60% design drawings with complete list of construction contract drawings in full-size and half-size (PDF),
- 60% specifications (PDF),
- 60% design calculations (PDF),
- 60% engineering cost estimate (PDF),
- 60% design review checklist (PDF),
- ADA curb ramps to be included in design,
- Completed DS-560 Stormwater Requirements Applicability Checklist (PDF),
- Water Pollution Control Plan (WPCP) (PDF),
- 60% CADD Files,
- Civil Drawings:
 - Grading plans and demolition plans, essentially complete.
 - Plan and profile sheets essentially complete.
- Landscape Architectural Drawings:
 - Preliminary landscape architectural design completed and ready for approval. Show hardscape, planting areas, grading and berming, Plant palette described.
 - Relevant City standard details, partially complete.
 - Plant material legend complete. Irrigation plan partially complete: meter, mainline, backflow devices shown, and equipment has been selected.
- Architectural Drawings:
 - Preliminary architectural design completed and ready for approval. Show floor plans, exterior elevations, and roof plans of buildings.
 - Relevant City standard details, partially complete.
 - Floor, roof and ceiling plans essentially complete,
 - Elevations and sections essentially complete,
 - Door, window, and finish schedule partially complete.
- Structural Drawings:
 - Foundation plans essentially complete,
 - Other plans and sections and details partially complete.
- Mechanical Drawings:
 - General arrangement drawings essentially complete,
 - Sections and details partially complete,
 - Schedules partially complete.
- Electrical Drawings:

EXHIBIT A

- Power block diagrams, single-line diagrams and motor control diagrams essentially complete,
- Power and control layouts partially complete,
- Panel, duck-bank, pull box, and cable/conduit schedules partially complete,
- Electrical equipment elevations partially completed,
- Lighting plans partially completed,
- Grounding plans partially completed,
- Electrical details partially completed.
- Instrumentations:
 - P&IDs complete and tag numbers shown,
 - Process control strategies essentially complete and tag numbers included,
 - Panel layout drawings and details partially complete.

Task 3.6 – 100% Design Submittal and Review

1. Design Professional shall prepare and submit a detailed 100% design package for City's formal review and comment. The 100% design package shall incorporate the City's 60% design comments.
2. Development Services Department coordination is included in this task and includes the following:
 - a. Coordination with relevant Development Services Department reviewing disciplines and review cycles such that the contractor can obtain the building permit.
 - b. Any deferred reviews such as security systems are not included in this task.
3. Design Professional shall provide internal quality control review of deliverables per the project-specific Quality Management Plan in alignment with the agreed upon scope of services.
4. Completion of 100% design will be accepted upon:

Deliverables:

- Comments from 60% design submittal reviews incorporated,
- Calculations completed (PDF),
- An approved 60% City wide plan check,
- Signed Title 24 forms (original signed forms, PDF),
- An approved stormwater review (PDF),
- 100% design drawings complete for disciplines in full-size and half-size (PDF),
- 100% specifications (PDF),
- 100% engineering cost estimate (PDF),
- 100% design review checklist (PDF),
- An approved plan check set of plans,
- Submittal master and tracking list (PDF), and
- 100% CADD Files.

Task 3.7 – Final Design Submittal and Review

1. Design Professional shall prepare and submit a final design package for bidding. The design package shall incorporate the City's 100% design comments.
2. Final Design Deliverables
 - Signed full sized and half sized drawings (PDF),
 - Final Design CADD files (.DGN),

- Final project cost estimate, include escalation for market conditions, equipment escalation for inflation (PDF), and one version in City's cost estimating format (excel), and
 - Internal quality control review of deliverables to ensure requirements of the agreed upon scope of services have been met.
3. Permitting
- a. Plans will be permitted by the City of San Diego for construction. Design Professional shall provide Development Services Department coordination, applications, review processes, delivery/pickup of plans, and provide plans and technical specifications as required for the completion of permits,
 - b. Coordination with the North County Transit District and Metropolitan Transit System (MTS) will be required during design.
 - c. Permit to Work on Private Property will be needed during construction,
 - d. Obtain encroachment and right-of-entry permits, and
 - e. Design Professional to assist and acquire necessary permit.
 - f. Design Professional is not responsible for any fees associated with permitting, beyond those directly reimbursable through the City-requested permitting allowance of \$25,000. Any and all fees beyond this allowance are payable by and solely the responsibility of the City.

Task 3.8 – Site Security Design

Design Professional shall meet with Stormwater Department's security team to discuss the site security requirements. Design Professional shall develop security drawings and specifications for SWPS D that conform to the following guidelines:

1. Minimum 8-foot tall (not including top guard) security fencing shall be designed. Concrete masonry unit block walls with architectural treatment and wrought iron style top guard or a high security wrought iron style fencing system are preferred.
2. Long driveways to facilities shall be avoided. Landscaping and vegetation shall be kept clear of the fencing/perimeter wall systems. Trees shall not be planted in a location where the canopy, at full maturity, is closer than 3 feet from the fencing/perimeter wall systems. The following will also be provided:
 - a. Key card reader access control for gates and exterior building doors and openings at a minimum,
 - b. Automated single slide or single swing access gate, minimum opening 14 feet,
 - c. Local area exterior LED lighting with switch and photocell,
 - d. Vandal-proof doors, vandal-proof lights,
 - e. Best locks for buildings,
 - f. Gate entrance with key card access (Knox locks and switches),
 - g. Gate entrance with card access shall have Knox Switches coordinated with the local fire department,
 - h. Vaults, manholes, and drains shall be located inside the fenced pump station detection,
 - i. Vaults shall be provided with standard lockable, spring-loaded, double leaf access doors, and fitted with a safety net system,
 - j. Vaults, skylights, and hatched shall have intrusion detection devices,
 - k. Video surveillance system for remote monitoring of the facility with a combination of fixed, PTZ, and thermal imaging cameras,
 - l. Cameras must have video analytic capabilities, and

- m. Point to Point communications path to send security system data from facility Chollas Yard (to be confirmed by the City).
3. Detail the project requirements for device placement and requisite power, conduit, wiring. Drawings and specifications for security systems are not included in the as-built drawings, but are provided as a stand-alone set of biddable documents by the contractor or the City's security contractor.

Deliverables:

- Draft Security Drawings and Specifications (PDF), and
- Approved Security Drawings and Specifications (PDF).

Phase 4 – Bidding, Construction, and Post-Construction Services

Upon submission and approval of all Phase 2 – Pre-Design and Preliminary Engineering deliverables, as well as Phase 3 – Design Development deliverables, the Design Professional shall support City staff during the bid, award, construction, and post-construction phases as follows:

Task 4.1 – Project Management

1. This task generally includes Design Professional working with the City of San Diego, stakeholders, performing scope management, cost management, schedule management, as-needed internal progress meetings, administrative duties (i.e., coordination, correspondence, invoicing, etc), and other miscellaneous activities required to execute the Project, but are not clearly listed below.

Task 4.2 – Request for Information (RFI) and Clarification Responses (Bidding)

1. Design Professional shall prepare responses to RFIs or clarification as requested by City staff that arise during advertisement and solicitation or are received from potential bidding contractors and/or plan holders. For purposes of this Proposal and Scope of Work, we have estimated two addenda with responses to RFIs.

Task 4.3 – Conformance of Construction Contract Documents

1. The Design Professional shall produce a conformed set of Construction Contract Documents following the advertisement, solicitation, bidding, and award phase of the Project, including incorporation of items from the pre-bidding conference, RFIs, formal addenda, City requests, and other items that require clarification prior to commencement with construction activities.

After the construction contract is awarded and executed, Design Professional shall support construction administration by providing a set of baseline information, analysis, and data to inform, develop, and evaluate the guiding principles, criteria, network concepts, decisions, and recommendations required to complete the scope intent to City staff and Contractor. This task includes response to RFIs, review of RFPs to contractor, review of submittals, attendance at progress meeting and responses to as-needed construction services and as-needed site meetings.

Task 4.4 – Meetings

1. Design Professional shall attend pre-bidding, pre-pre-construction, pre-construction, and monthly progress meetings. Meeting Agendas and Meeting Minutes are to be provided by the City Construction Manager. It is estimated that a total of 24 meetings will need to occur: four meetings during advertisement, solicitation, and bidding; 12 monthly progress meetings during

construction; and 8 as-needed meetings during construction. As noted elsewhere, these estimates are only expected to support 12 months of construction, although construction and post-construction is scheduled for 24 months. There are zero meetings during post-construction as part of this Scope of Work.

Task 4.5 – Permitting

1. Design Professional shall be available to support the City and Contractor with routine building permit issuance needs.

Task 4.6 – Submittal Review

Design Professional shall review contractor submittals with respect to Submittal Master and Tracking List, and provide responses within 10 working days. The estimated submittal reviews and responses will be based on the construction specification prepared by the Design Professional. **Task 4.7 – Change Orders**

1. Design Professional shall review construction Change Orders due to unforeseen conditions that may arise during construction of the Project or Owner-initiated at the request of the City.
2. Design Professional shall review and evaluate submission to scope intent, and
3. Design Professional shall provide revision sketches, direction and/or specifications as required and sufficient for contractor to adequately price the work through the Construction Manager RFP.
4. The estimated number of proposed construction change orders will be based on necessity, which are “per subject or issue.” Proposed construction change orders consolidated into a singular document as a “change order” does not equate to a singular, “per subject or issue” proposed construction change order.

Task 4.8 – Request for Information/Clarification (Construction)

1. Design Professional shall provide responses to Requests for Information (RFIs) and Requests for Clarification (RFCs) related to interpretation of contract documents, unforeseen conditions, value engineering proposals, and changes in scope, and
2. Design Professional shall return RFIs to the Construction Manager within 5 working days.
3. The estimated responses to RFIs will be based on construction specifications prepared by the Design Professional.

Task 4.9 – Start-up and Testing

1. The Design Professional shall provide detailed recommended testing procedures to the contractor for final acceptance of SWPS D. Detailed Recommended Test Procedure shall include Functional Testing, 14-Day Start-Up Testing, pump efficiency testing, and any other testing required to confirm that the Design Professional intended performance criteria has been met, and Stormwater Department requirements met. Recommended testing procedures shall also include any temporary plumbing or appurtenances needed for the contractor to complete the testing. A drawing detail of any additional temporary pipe shall be included.
2. The Design Professional shall assist the Construction Manager in participating and witnessing the Functional Testing and the Start-Up Testing.

Deliverables:

EXHIBIT A

- Draft Deficiencies Report (PDF), and
- Approved Deficiencies Report (PDF).

Task 4.10 – Final Walkthrough and As-Builts

1. Design Professional shall conduct final walkthrough with City staff,
2. Design Professional shall provide punch list to the City Construction Manager for substantial completion of the Project, and
3. Design Professional shall record final as-built conditions to CADD files.

Task 4.11 – Specialized Observation (Allowance)

1. Design Professional shall provide specialized observation during construction for archaeological and Native American monitoring. This is limited, for purposes of this Proposal, This is limited as outlined in the fee schedule, Exhibit B. .
2. Design Professional shall provide specialized observation during construction for items of particular importance related to structural engineering, for which a traditional City inspector may not have a technical background or competence. This is limited as outlined in the fee schedule, Exhibit B.
3. Design Professional shall provide specialized observation during construction for items of particular importance related to electrical, instrumentation, and controls engineering, for which a traditional City inspector may not have a technical background or competence. This is limited as outlined in the fee schedule, Exhibit B.

END OF SCOPE OF SERVICES

COMPENSATION AND FEE SCHEDULE

Phase 1 – Project Management (includes QA/QC)	– \$342,618
Phase 2 – Pre-Design and Preliminary Engineering	– \$834,919
Phase 3 – Design Development	– \$1,706,524
Design Permitting Allowance (Fees) (Additional Services)	– \$25,000
Additional Services for Phases 1, 2, and 3 (10%)	– \$288,406
Phase 4 – Bidding, Construction, and Post-Construction Services	– \$735,738

Total Project Cost – \$3,933,205

NOTE:

- Mileage reimbursement rate will be at current City of San Diego mileage rate (mileage log required).
- Travel expenses for the lowest cost effective Air Fare, Train, and/or Car Rental, will be reimbursed at actual costs (receipts required).
- Lodging and Per Diem will be reimbursed at actual costs (receipts required) up to the maximum allowance for the San Diego area as published/posted on the U.S. General Services Administration website (<http://www.gsa.gov/portal/category/100120>).
- All subconsultant costs are reimbursed as a “direct expense” at actual costs (invoice/receipts required).

TIME SCHEDULE

Phase 1 – Project Management – 24 Months

Phase 2 – Pre-Design and Preliminary Engineering – 20 Months

Phase 3 – Design Development – 12 Months

Total Design Phase Timeline – 24 Months

Phase 4 – Bidding, Construction, and Post-Construction Services – 42 Months

Total Project Timeline – 60 Months

Note:

All Work must be completed by the contract expiration date as stated in Section 2.1

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

CONSULTANT REQUIREMENTS

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

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

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

- A. Disclosure of Discrimination Complaints (Attachment AA). As part of its bid or proposal, Consultant shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Consultant in a legal or administrative proceeding alleging that Consultant discriminated against its employees, Subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.
- B. Contract Language. The following language shall be included in contracts for City projects between the Consultant and any Subcontractors, vendors, and suppliers:

Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, or suppliers. Consultant shall provide equal opportunity for Subcontractors to participate in opportunities. Consultant understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions.

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

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

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

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

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

A. Good Faith Efforts:

1. The Proposer shall demonstrate that efforts were made to attract DBEs on this contract. The Good Faith effort requires the Proposer and any subcontractors to take the steps listed below to assure that DBEs are used whenever possible as sources of supplies, construction, equipment, or services, even if the Proposer has achieved its fair share objectives.

2. The Six Affirmative Steps are:

- i. Ensure DBEs are made aware of contracting opportunities to the fullest extent practical through outreach and recruitment activities. For Tribal, State, and Local Government Recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- ii. Make information on forthcoming opportunities available to DBEs. Posting solicitations for bids or proposals for a minimum of 30 calendar days in a local newspaper, before the proposal due date.
- iii. Consider in the contracting process whether firms competing for large contracts should subcontract with DBEs. This will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process. Include with the GFE documentation a completed form AA61 (Attachment DD), “List of Work Made Available.”
- iv. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- v. Use the services and assistance of the U.S. Small Business Administration (SBA) and the Minority Business Development Agency (MBDA) of the Department of Commerce. See DBE Potential Resources for additional information.
- vi. If the Proposer awards subcontracts, the Proposer shall take the steps in (1) through (5) above.

3. The following forms must be completed and submitted with GFE documentation:

- i. List of Work Made Available (Form AA61)
- ii. Summary of Bids Received (Form AA62)
- iii. Good Faith Effort List of Subcontractors Solicited (Form AA63)

EXHIBIT D

- iv. Attachment HH - SWRCB Form 4500-3: DBE Subcontractor Performance Form
- v. Attachment II - SWRCB Form 4500-4: DBE Subcontractor Utilization Form

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

B. DBE Potential Resource Centers:

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

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

Name and Address	Telephone and Web Site
U.S. Small Business Administration	(415) 744-6820 Extension 0
455 Market Street, Suite 600	Dynamic Small Business Search: https://web.sba.gov/pro-net/search/dsp_dsbs.cfm ¹
San Francisco, CA 94105	Bid Notification: https://web.sba.gov/gls/dsp_sbabanner.cfm ²

EXHIBIT D

RE: Minority Enterprise Development Offices	
U.S. Department of Commerce	(415) 744-7415
Minority Business Development Agency	Bid Notification:
555 Montgomery Street	https://www.mbda.gov/ ³
San Francisco, CA 94111	RE: Business Development Centers

State Agencies (must be contacted):

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

Notes:

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

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

V. Maintaining Participation Levels.

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

VI. Definitions.

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

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

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

disadvantaged by the Small Business Administration pursuant to Section 8 of the Small Business Reauthorization Act.

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

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

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

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

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

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

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

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

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

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

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

VII. Certifications.

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

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

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

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

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

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

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

VIII. List of Attachments.

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

DISCLOSURE OF DISCRIMINATION COMPLAINTS

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

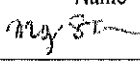
CHECK ONE BOX ONLY.

The undersigned certifies that within the past 10 years the Consultant has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Consultant discriminated against its employees, subcontractors, vendors or suppliers.

The undersigned certifies that within the past 10 years the Consultant has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Consultant discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/REMEDIAL ACTION TAKEN
9/1/2022	Fresno County Superior Court	Wrongful Termination	Y	Not Served	N/A

Consultant Name Harris & Associates, Inc.

Certified By Maya Strawick
 Name

 Signature

Title Senior Director, People & Talent Management
 Date October 19, 2022

USE ADDITIONAL FORMS AS NECESSARY



EQUAL OPPORTUNITY CONTRACTING (EOC)

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

WORK FORCE REPORT

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

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

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

Name of Company: Harris & Associates, Inc.

ADA/DBA: None

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

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

Telephone Number: 925.827.4900 Fax Number: 866.356.0998

Name of Company CEO: Steve Winchester

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

Address: 600 B Street, Suite 2000

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

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

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

The Company has appointed: Annette Phillips

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

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

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

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

Check the box above that applies to this WFR.

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

I, the undersigned representative of Harris & Associates, Inc.

(Firm Name)

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

herein is true and correct. This document was executed on this 20th day of January, 2023


(Authorized Signature)

Tanya Chong
(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: Harris & Associates, Inc. DATE: January 17, 2023
 OFFICE(S) or BRANCH(ES): San Diego COUNTY: San Diego

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

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

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

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

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

Totals Each Column	1	0	5	5	2	2	0	0	1	0	18	15	3	7
--------------------	---	---	---	---	---	---	---	---	---	---	----	----	---	---

Grand Total All Employees	59
---------------------------	----

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

Disabled				1	1							1	1		
----------	--	--	--	---	---	--	--	--	--	--	--	---	---	--	--

Non-Profit Organizations Only:

Board of Directors															
Volunteers															
Artists															

SUBCONTRACTOR PARTICIPATION LIST

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

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

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

NAME AND ADDRESS SUBCONTRACTORS	SCOPE OF SERVICES	PERCENT OF CONTRACT	SLBE/ELBE (MBE/ WBE/DBE/ DVBE/OBE*)	WHERE CERTIFIED
Allied Geotechnical Engineers, Inc. 9500 Cuyamaca St, Suite 102 Santee, CA 92071	Geotechnical Engineering	2.8%	DBE, MBE, SBE	CUCP (LACMTA), Supplier Clearinghouse, DGS
Belcourt Engineering Group, LLC PO Box 910104 San Diego, CA 92191	Constructability Review	1.4%	SLBE	City of San Diego
Beyaz & Patel, Inc. 10920 Via Frontera, Suite 210 San Diego, CA 92127	Structural Engineering	5.6%	DBE, MBE, SLBE, SBE	CUCP (Caltrans), Supplier Clearinghouse, City of San Diego, DGS
C Below, Inc. 1385 Old Temescal Rd, Suite 100 Corona, CA 92881	Utility Locating/ Potholing	2.8%	OBE	N/A
Clemson Engineering Hydraulics, Inc. 1203 River Heights Circle Anderson, SC 29621	Physical Modeling	4.4%	OBE	N/A
EI & C ENGINEERING, INC., DBA EI&C Engineering, Inc. 8175 S. Virginia St #850, PMB 317 Reno, NV 89511	Electrical/ Instrumentation & Controls QA/QC Review	1.4%	DBE	CUCP (Caltrans)
KAL Architects, Inc. 12-J Mauchly Irvine, CA 92618	Building Architecture	1.7%	DBE, MBE/WBE, SBE	CUCP (City of Los Angeles), City of Los Angeles, DGS

NAME AND ADDRESS SUBCONTRACTORS	SCOPE OF SERVICES	PERCENT OF CONTRACT	SLBE/ELBE (MBE/ WBE/DBE/ DVBE/OBE*)	WHERE CERTIFIED
Red Tail Monitoring & Research, Inc. DBA Red Tail Environmental 1529 Simpson Way Escondido, CA, 92029	Historical Resources	1.4%	DBE, MBE, ELBE, SBE	CUCP (Caltrans), Supplier Clearinghouse, City of San Diego, DGS
San Dieguito Engineering, Inc. 1911 Palomar Oaks Way, Suite 200 Carlsbad, CA 92008	Surveying and SWPPP	2.8%	DBE, MBE/WBE, SLBE, SBE	CUCP (Caltrans), Supplier Clearinghouse, City of San Diego, DGS
Scott Foster Engineering, Inc. 2222 Foothill Blvd, Suite E321 La Cañada Flintridge, CA 91011	Hydraulic Transient Analysis	3.3%	SBE	DGS
Studio West Landscape Architecture & Planning 7185 Navajo Rd, Suite A San Diego, CA 92119	Landscape Architecture	1.1%	WBE, ELBE, SBE	Supplier Clearinghouse, City of San Diego, DGS
TelSec Consult, LLC 305 E Hiddenview Dr Phoenix, AZ 85048	Security Design	0.8%	OBE	N/A
TJC and Associates, Inc. 2300 Clayton Road, Suite 1450 Concord, CA 94520	Electrical Engineering and Instrumentation & Controls Engineering	30.6%	SBE	DGS
V & A Consulting Engineers, Inc. 1000 Broadway, Suite 320 Oakland, CA 94607	Wet Well & Outfall Condition Assessment	3.3%	DBE, WBE	CUCP (BART), Supplier Clearinghouse

List of Abbreviations:

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

* Listed for informational purposes only.

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

FORM AA61: LIST OF SERVICES MADE AVAILABLE

ATTACHMENT DD

LIST OF SERVICES MADE AVAILABLE

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

ITEM OF SERVICE MADE AVAILABLE	NAICS CODE	PROPOSER NORMALLY PERFORMS ITEM (Y/N)	ITEM BROKEN DOWN TO FACILITATE PARTICIPATION (Y/N)	PERCENTAGE OF ESTIMATED FEE
Engineering Services • Physical Modeling	541330	N	Y	4.4%
Engineering Services • Hydraulic Transient Analysis	541330	N	Y	3.3%
Engineering Services • Outfall Condition Assessment	541330	N	Y	3.3%
Engineering Services • Storm Water Pollution Prevention Plan	541330	Y	Y	1.1%
Structural Engineering	541330	N	N	5.6%
Electrical Engineering • Electrical Engineering • Instrumentation & Controls Engineering	541330	N	Y	30.6%
Topographic Surveying	541370	N	N	1.7%
Geotechnical Engineering	541380	N	N	2.8%
Landscape Architecture	541320	N	N	1.1%

LIST OF SERVICES MADE AVAILABLE

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

ITEM OF SERVICE MADE AVAILABLE	NAICS CODE	PROPOSER NORMALLY PERFORMS ITEM (Y/N)	ITEM BROKEN DOWN TO FACILITATE PARTICIPATION (Y/N)	PERCENTAGE OF ESTIMATED FEE
Security Consulting	541690	N	N	0.8%
Constructability Review	N/A	Y	N	1.4%
Utility Locating/Potholing	561990	N	N	2.8%
Architectural Services	541310	N	N	1.7%
Environmental Consulting Services • Historical Resources	541620	N	Y	1.4%
Environmental Consulting Services • Permitting for Diesel Backup Generator	541620	Y	Y	1.4%

FORM AA62: SUMMARY OF BIDS RECEIVED

ATTACHMENT EE

SUMMARY OF SUBCONSULTANT PROPOSALS RECEIVED

Type of Services	NAICS CODES	Company Name	Selected (Y/N)	DBE	Non-DBE	Explanation for not Selecting
Security Consulting	541690	Alert Security & Patrol	N	X		Submitted quals for patrol officer, which is outside of the RFP scope of work.
Geotechnical Engineering	541380	Allied Geotechnical Engineers, Inc.	Y	X		
Topographic Surveying	541370	ALYSON Corporation DBA Alyson Consulting	N	X		Selected a different DBE firm for this scope of work.
Constructability Review	N/A	Belcourt Engineering Group, LLC	Y		X	
Structural Engineering	541330	Beyaz & Patel, Inc.	Y	X		
Structural Engineering	541330	Burton Engineering Consulting Group, Inc.	N	X		Selected a different DBE firm for this scope of work.
Utility Locating/Potholing	561990	C Below, Inc.	Y		X	
Topographic Surveying	541370	CL Surveying and Mapping, Inc.	N	X		Selected a different DBE firm for this scope of work.
Engineering Services (Physical Modeling)	541330	Clemson Engineering Hydraulics, Inc.	Y		X	
Electrical Engineering (QA/QC Review for Electrical and Instrumentation & Controls Engineering)	541330	EI & C ENGINEERING, INC. DBA EI&C Engineering, Inc.	Y	X		
Engineering Services (Storm Water Pollution Prevention Plan)	541330	JL StormWater Consultants, Inc.	N	X		Selected a different DBE firm for this scope of work.
Architectural Services	541310	KAL Architects, Inc.	Y	X		
Structural Engineering	541330	Libby Engineers, Inc. DBA Martin & Libby	N	X		Selected a different DBE firm for this scope of work.
Geotechnical Engineering	541380	MTGL, Inc.	N	X		Selected a different DBE firm for this scope of work.
Structural Engineering	541330	PacRim Engineering, Inc.	N	X		Selected a different DBE firm for this scope of work.
Environmental Consulting Services (Historical Resources)	541620	Petra Products, Inc.	N	X		Selected a different DBE firm for this scope of work.

USE ADDITIONAL FORMS AS NECESSARY

SUMMARY OF SUBCONSULTANT PROPOSALS RECEIVED

Type of Services	NAICS CODES	Company Name	Selected (Y/N)	DBE	Non-DBE	Explanation for not Selecting	
Structural Engineering, Electrical Engineering (Electrical and Instrumentation & Controls Engineering), Engineering Services (Physical Modeling, Hydraulic Transient Analysis)	541330	Power-Tech Engineers, Inc.	N	X		<p>Structural Engineering:</p> <ul style="list-style-type: none"> Selected a different DBE firm for this scope of work. <p>Electrical Engineering:</p> <ul style="list-style-type: none"> Their SOQ did not show sufficient relevant experience; electrical is a very major part of this project. From their package, it didn't look like they will have the resources to support a project of this size. <p>Instrumentation & Controls Engineering:</p> <ul style="list-style-type: none"> Their SOQ did not show sufficient relevant experience; I&C is a very major part of this project. From their package, it didn't look like they will have the resources to support a project of this size. <p>Physical Modeling:</p> <ul style="list-style-type: none"> Their SOQ did not show any relevant experience; physical modeling is a very important part of this project to ensure proper wet well hydraulics and reduce pump maintenance. Physical modeling is a very unique specialty and should be performed by someone that has done it several times before. <p>Hydraulic Transient Analysis:</p> <ul style="list-style-type: none"> Their SOQ did not show any relevant experience; hydraulic transient analysis is a very important part of this project to ensure the system can handle surge events. Hydraulic transient analysis is a very unique specialty and should be performed by someone that has done it several times before. 	

USE ADDITIONAL FORMS AS NECESSARY

SUMMARY OF SUBCONSULTANT PROPOSALS RECEIVED

Type of Services	NAICS CODES	Company Name	Selected (Y/N)	DBE	Non-DBE	Explanation for not Selecting
Environmental Consulting Services (Historical Resources)	541620	Red Tail Monitoring & Research, Inc. DBA Red Tail Environmental	Y	X		
Topographic Surveying, Engineering Services (Storm Water Pollution Prevention Plan)	541370 541330	San Diego Ito Engineering, Inc.	Y	X		
Engineering Services (Hydraulic Transient Analysis)	541330	Scott Foster Engineering, Inc.	Y		X	
Landscape Architecture	541320	Studio West Landscape Architecture & Planning	Y	X		
Security Consulting	541690	TelSec Consult, LLC	Y		X	
Electrical Engineering (Electrical Engineering and Instrumentation & Controls Engineering)	541330	TJC and Associates, Inc.	Y		X	
Topographic Surveying	541370	Turnpoint Geomatics	N	X		Selected a different DBE firm for this scope of work.
Engineering Services (Outfall Condition Assessment)	541330	V & A Consulting Engineers, Inc.	Y	X		

USE ADDITIONAL FORMS AS NECESSARY

FORM AA63 DBE GOOD FAITH EFFORT LIST OF SUBCONTRACTORS

ATTACHMENT FF

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

Contractor Name	Contractor Address	How Located	Date of Contact	Contact Method	Service Description	Response (Yes/No)
Acculine Survey, Inc.	1919 Grand Ave., Suite 1G San Diego, CA 92109	Caltrans/CUCP Database	9/16/22; 9/27/22	Email	Topographic Surveying	No
Adhami Engineering Group	700 Rim Road Pasadena, CA 91107	Caltrans/CUCP Database	9/16/22; 9/27/22	Email	Engineering Services	No
Aguirre Engineering Inc. DBA Aguirre & Associates	8363 Center Drive, Suite 5A La Mesa, CA 91942	Caltrans/CUCP Database	9/16/22; 9/27/22	Email	Topographic Surveying	No
Alliance Engineering Consultants, Inc.	4701 Patrick Henry Dr., #10 Santa Clara, CA 95054	Caltrans/CUCP Database	9/16/22; 9/27/22	Email	Electrical Engineering (Electrical Engineering and Instrumentation & Controls Engineering)	No
Allied Geotechnical Engineers, Inc.	9500 Cuyamaca St., Ste 102 Santee, CA 92071	Caltrans/CUCP Database	9/16/2022	Email	Geotechnical Engineering	Yes
Alta Land Surveying, Inc.	9517 Grossmont Summit Drive La Mesa, CA 91941	Caltrans/CUCP Database	9/16/22; 9/27/22	Email	Topographic Surveying	No
ALYSON Corporation DBA Alyson Consulting	1233 Avenida Naranja Ramona, CA 92065	Caltrans/CUCP Database	9/16/2022	Email	Topographic Surveying	Yes
AP Engineering and Testing, Inc.	2607 Pomona Boulevard Pomona, CA 91768	Caltrans/CUCP Database	9/16/22; 9/27/22	Email	Geotechnical Engineering	No
AQX Engineering Inc.	1520 Brookhollow, Suite 45 Santa Ana, CA 92705	Caltrans/CUCP Database	9/16/22; 9/27/22	Email	Structural Engineering, Electrical Engineering (Electrical Engineering and Instrumentation & Controls Engineering)	No
Aragón Geotechnical, Inc.	16801 Van Buren Blvd, Bldg. B Riverside, CA 92504	Caltrans/CUCP Database	9/16/22; 9/27/22	Email	Geotechnical Engineering	No
Arcon Structural Engineers, Inc.	22391 Gilberto, Suite E, Rancho Santa Margarita, CA 92688	Caltrans/CUCP Database	9/16/22; 9/27/22	Email	Structural Engineering	No
Barrio Planners Inc.	5271 East Beverly Blvd Los Angeles, CA 90022	Caltrans/CUCP Database	9/16/22; 9/27/22 10/4/22; 10/6/22	Email	Landscape Architecture, Architectural Services	No
Bayside Engineering Construction Inc.	2534 State Street, Suite 306 San Diego, CA 92101	Caltrans/CUCP Database	9/16/2022	Email	Engineering Services (Storm Water Pollution Prevention Plan)	Yes

USE ADDITIONAL FORMS AS NECESSARY

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

Contractor Name	Contractor Address	How Located	Date of Contact	Contact Method	Service Description	Response (Yes/No)
Bess Testlab Inc.	2463 Tripaldi Way Hayward, CA 94545	Caltrans/CUCP Database	9/16/22; 9/27/22	Email	Utility Locating/Potholing	No
Beyaz & Patel, Inc.	10920 Via Frontera, Suite 210 San Diego, CA 92127	Caltrans/CUCP Database	9/16/2022	Email	Structural Engineering	Yes
Blue Lake Civil	7746 Blue Lake Dr. San Diego, CA 92119	Caltrans/CUCP Database	9/16/22; 9/27/22	Email	Engineering Services	No
Budlong & Associates, Inc.	400 West Ventura Blvd., Ste 240 Camarillo, CA 93010	Caltrans/CUCP Database	9/16/22; 9/27/22	Email	Electrical Engineering (Electrical Engineering and Instrumentation & Controls Engineering)	No
Burton Engineering Consulting Group, Inc.	971 West Sepulveda Street, Unit 3, San Pedro, CA 90731	Caltrans/CUCP Database	9/16/2022	Email	Structural Engineering	Yes
Chee Salette Architecture Office	1800 South Brand Blvd., Studio 212, Glendale, CA 91204	Caltrans/CUCP Database	9/16/2022	Email	Landscape Architecture	Yes
Cho Design Associates, Inc	3001 Red Hill Avenue, Suite 6-206, Costa Mesa, CA 92626	Caltrans/CUCP Database	9/16/22; 9/27/22	Email	Structural Engineering	No
Cityplace Planning, Inc.	11169 Montaubon Way San Diego, CA 92131	Caltrans/CUCP Database	9/16/22; 9/27/22	Email	Landscape Architecture	No
CL Surveying and Mapping, Inc.	1269 West Pomona Road, Suite 108, Corona, CA 92882	Caltrans/CUCP Database	9/16/2022	Email	Topographic Surveying	Yes
Coastal Sage Landscape Architecture	936 Bluejack Road, Suite 102 Encinitas, CA 92024	Caltrans/CUCP Database	9/16/22; 9/27/22	Email	Landscape Architecture	No
Cornerstone Studios, Inc.	951 E Santa Ana Blvd. Santa Ana, CA 92701	Caltrans/CUCP Database	9/16/22; 9/27/22	Email	Landscape Architecture	No
Dabri, Inc.	850 South Van Ness Avenue San Francisco, CA 94110	Caltrans/CUCP Database	9/16/2022	Email	Engineering Services (Storm Water Pollution Prevention Plan)	Yes
DDB Engineering, Inc.	1 Cavalier Laguna Niguel, CA 92677	Caltrans/CUCP Database	9/16/22; 9/27/22	Email	Engineering Services	No
Diaz Consultants, Inc. DBA Diaz Yourman & Associates	1616 East 17th Street Santa Ana, CA 92705	Caltrans/CUCP Database	9/16/22; 9/27/22	Email	Geotechnical Engineering	No

USE ADDITIONAL FORMS AS NECESSARY

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

Contractor Name	Contractor Address	How Located	Date of Contact	Contact Method	Service Description	Response (Yes/No)
Down Under Inc.	1136 E. Valencia Drive Fullerton, CA 92831	Caltrans/CUCP Database	9/16/22; 9/27/22	Email	Utility Locating/Potholing	No
DRP Engineering, Inc	1111 Corporate Center Drive, Ste 303, Monterey Park, CA 91754	Caltrans/CUCP Database	9/16/22; 9/27/22	Email	Utility Locating/Potholing	No
Duke Cultural Resources Management, LLC DBA DUKE CRM	18 Technology Drive Suite #103 Irvine, CA 92618	Caltrans/CUCP Database	9/16/2022	Email	Environmental Consulting Services (Historical Resources)	Yes
El & C Engineering, Inc. DBA El&C Engineering, Inc.	5790 Flowering Sage Trail Reno, NV 89511	Caltrans/CUCP Database	9/16/2022	Email	Electrical Engineering (Electrical Engineering and Instrumentation & Controls Engineering)	Yes
Entech Northwest Inc.	43517 Ridge Park Drive, Suite 200, Temecula, CA 92590	Caltrans/CUCP Database	9/16/22; 9/27/22	Email	Environmental Consulting Services (Permitting for Diesel Backup Generator)	No
Environmental Treatment and Technology, Inc. DBA Advanced Technology Laboratories	3275 Walnut Avenue Signal Hill, CA 90755	Caltrans/CUCP Database	9/16/22; 9/27/22	Email	Geotechnical Engineering	No
Enviropro Consulting, LLC	32941 Joel Circle Dana Point, CA 92629	Caltrans/CUCP Database	9/16/22; 9/27/22	Email	Environmental Consulting Services (Historical Resources)	No
Estrada Land Planning, Inc.	750 B St, Suite 1620 San Diego, CA 92101	Caltrans/CUCP Database	9/16/22; 9/27/22	Email	Landscape Architecture	No
EW Consulting, Inc.	2131 Crescent Drive Altadena, CA 91001	Caltrans/CUCP Database	9/16/22; 9/27/22	Email	Environmental Consulting Services (Permitting for Diesel Backup Generator)	No
Figuroa Surveying, Inc	1265 N La Cadena Drive, Ste 9A Colton, CA 92324	Caltrans/CUCP Database	9/16/22; 9/27/22	Email	Topographic Surveying	No

USE ADDITIONAL FORMS AS NECESSARY

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

Contractor Name	Contractor Address	How Located	Date of Contact	Contact Method	Service Description	Response (Yes/No)
Garbini & Garbini Landscape Architecture, Inc	4725 Norma Drive San Diego, CA 92115	Caltrans/CUCP Database	9/16/2022	Email	Landscape Architecture	Yes
Galvin Preservation Associates Inc. DBA GPA Consulting	840 Apollo Street, Suite 312 El Segundo, CA 90245	Caltrans/CUCP Database	9/16/2022	Email	Environmental Consulting Services (Historical Resources)	Yes
Jennifer Cotter's Water Truck Rental	23456 Canyon Lake Dr N Canyon Lake, CA 92587	Caltrans/CUCP Database	9/16/22; 9/27/22	Email	Utility Locating/Potholing	No
JL Stormwater Consultants, Inc	1720 Bridgehampton Place El Cajon, CA 92019	Caltrans/CUCP Database	9/16/2022	Email	Engineering Services (Storm Water Pollution Prevention Plan)	Yes
KDA Landscape Architects	325 7th Avenue Unit 214 San Diego, CA 92101	Caltrans/CUCP Database	9/16/22; 9/27/22	Email	Landscape Architecture	No
Kewo Engineering Corporation	13760 Hunters Run Ct Eastvale, CA 92880	Caltrans/CUCP Database	9/16/22; 9/27/22	Email	Electrical Engineering (Electrical Engineering and Instrumentation & Controls Engineering)	No
Lopez Engineering Inc	4295 Gesner Street, Suite 2C San Diego, CA 92117	Caltrans/CUCP Database	9/16/22; 9/27/22	Email	Electrical Engineering (Electrical Engineering and Instrumentation & Controls Engineering)	No
Libby Engineers, Inc. DBA Martin & Libby	4452 Glacier Ave San Diego, CA 92120	Caltrans/CUCP Database	9/16/2022	Email	Structural Engineering	Yes
McLean & Schultz, Inc.	3040 Saturn Street, Suite 201 Brea, CA 92821	Caltrans/CUCP Database	9/16/22; 9/27/22	Email	Structural Engineering	No
Michelle Kirkhoff Consulting, LLC	1357 East Big Bear Blvd. Big Bear City, CA 92314	Caltrans/CUCP Database	9/16/22; 9/27/22	Email	Environmental Consulting Services (Permitting for Diesel Backup Generator)	No
Mikhail Ogawa Engineering Inc. DBA MOE	731 Hwy 101, Suite 16 Solana Beach, CA 92075	Caltrans/CUCP Database	9/16/22; 9/27/22	Email	Engineering Services (Storm Water Pollution Prevention Plan)	No
Mission Consulting Services	9418 Mast Boulevard Santee, CA 92071	Caltrans/CUCP Database	9/16/22; 9/27/22	Email	Engineering Services	No

USE ADDITIONAL FORMS AS NECESSARY

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

Contractor Name	Contractor Address	How Located	Date of Contact	Contact Method	Service Description	Response (Yes/No)
Moran Consulting Corporation	4500 E Pacific Coast Highway Suite 210, Long Beach, CA 90804	Caltrans/CUCP Database	9/16/22; 9/27/22	Email	Topographic Surveying	No
MTGL, Inc.	6295 Ferris Square San Diego, CA 92121	Caltrans/CUCP Database	9/16/2022	Email	Geotechnical Engineering	Yes
Mulholland Consulting, Inc.	4886 Palo Verde Ln., Suite 100 Riverside, CA 92501	Caltrans/CUCP Database	9/16/22; 9/27/22	Email	Engineering Services	No
NL Engineering & Surveying, Inc.	790 South Atlantic Blvd, Suite 106, Monterey Park, CA 91754	Caltrans/CUCP Database	9/16/22; 9/27/22	Email	Engineering Services, Topographic Surveying	No
North Grove Engineering	2372 Back Nine Street Oceanside, CA 92056	Caltrans/CUCP Database	9/16/22; 9/27/22	Email	Engineering Services (Storm Water Pollution Prevention Plan)	No
Novak Environmental, Inc.	801 W. Hawthorn St., #404 San Diego, CA 92010	Caltrans/CUCP Database	9/16/22; 9/27/22	Email	Landscape Architecture	No
Okerenson Corporation	10 Elissa Lane Ladera Ranch, CA 92694	Caltrans/CUCP Database	9/16/22; 9/27/22	Email	Engineering Services	No
PacRim Engineering, Inc.	312 E. 1st St., Suite 220 Los Angeles, CA 90012	Caltrans/CUCP Database	9/16/2022	Email	Structural Engineering	Yes
PBS Engineers, Inc.	2100 E. Route 66, Suite 101 Glendora, CA 91740	Caltrans/CUCP Database	9/16/22; 9/27/22	Email	Electrical Engineering (Electrical Engineering and Instrumentation & Controls Engineering)	No
Petra Products, Inc. DBA Petra Resource Management	8555 Aero Dr #206 San Diego, CA 92123	Caltrans/CUCP Database	9/16/2022	Email	Environmental Consulting Services (Historical Resources)	Yes
Power-Tech Engineers, Inc.	355 S. Lemon Avenue, Ste. A Walnut, CA 91789	Caltrans/CUCP Database	9/16/2022	Email	Electrical Engineering (Electrical Engineering and Instrumentation & Controls Engineering)	Yes
RAR Engineering	2900 4th Avenue Ste 201 San Diego, CA 92103	Caltrans/CUCP Database	9/16/22; 9/27/22	Email	Structural Engineering	No
Red Tail Environmental DBA Red Tail Monitoring & Research	1529 Simpson Way Escondido, CA 92029	Caltrans/CUCP Database	9/16/2022	Email	Environmental Consulting Services (Historical Resources)	Yes

USE ADDITIONAL FORMS AS NECESSARY

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

Contractor Name	Contractor Address	How Located	Date of Contract	Contract Method	Service Description	Response (Yes/No)
Red Testing & Inspection Inc.	1405 La Solana Dr Altadena, CA 91001	Caltrans/CUCP Database	9/16/22; 9/27/22	Email	Geotechnical Engineering	No
River Focus, Inc.	4630 Miramonte St La Mesa, CA 91941	Caltrans/CUCP Database	9/16/22; 9/27/22	Email	Engineering Services	No
Rooted in Place Landscapes	3657 Voltaire Street San Diego, CA 92106	Caltrans/CUCP Database	9/16/22; 9/27/22	Email	Landscape Architecture	No
RT Engineering & Associates, Inc. DBA RTEA	1901 1st Ave, Suite 217 San Diego, CA 92101	Caltrans/CUCP Database	9/16/22; 9/27/22	Email	Engineering Services	No
S & T Engineering Inc.	13611 12th Street, Unit B Chino, CA 91710	Caltrans/CUCP Database	9/16/22; 9/27/22	Email	Geotechnical Engineering	No
San Diego Engineering, Inc.	1911 Palomar Oaks Way, Ste 200 Carlsbad, CA 92008	Caltrans/CUCP Database	9/16/2022	Email	Topographic Surveying, Engineering Services (Storm Water Pollution Prevention Plan)	Yes
Sanveo, Inc.	39899 Balentine Dr, Ste 200 Newark, CA 94560	Caltrans/CUCP Database	9/16/22; 9/27/22	Email	Structural Engineering	No
Scientific Resource Surveys, Inc.	9550 Warner Ave #250-04 Fountain Valley, CA 92708	Caltrans/CUCP Database	9/16/22; 9/27/22	Email	Environmental Consulting Services (Historical Resources)	No
Skyline Consultants Inc.	2900 Crestview Drive Norco, CA 92860	Caltrans/CUCP Database	9/16/22; 9/27/22	Email	Engineering Services (Storm Water Pollution Prevention Plan)	No
SPC Geotechnical, Inc. DBA SPC Engineering	685 N Shepard Street Anaheim, CA 92806	Caltrans/CUCP Database	9/16/22; 9/27/22	Email	Topographic Surveying, Geotechnical Engineering	No
Spindrift Archaeological Consulting, LLC	4901 Morena Blvd., Suite 208 San Diego, CA 92117	Caltrans/CUCP Database	9/16/2022	Email	Environmental Consulting Services (Historical Resources)	Yes
Statistical Research, Inc. DBA Altschul Research, Inc	617 Texas Street Redlands, CA 92374	Caltrans/CUCP Database	9/16/22; 9/27/22	Email	Environmental Consulting Services (Historical Resources)	No
Suenram & Associates, Inc.	445 S. Figueroa St, FL 31 Los Angeles, CA 90071	Caltrans/CUCP Database	9/16/22; 9/27/22	Email	Utility Locating/Potholing	No
T.R. Holliman and Associates, Inc.	3543 Citrus Street Highland, CA 92346	Caltrans/CUCP Database	9/16/22; 9/27/22	Email	Utility Locating/Potholing	No

USE ADDITIONAL FORMS AS NECESSARY

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

Contractor Name	Contractor Address	How Located	Date of Contact	Contact Method	Service Description	Response (Yes/No)
Talosys Inc.	16776 Bernardo Center Dr, Ste 203, San Diego, CA 92128	Caltrans/CUCP Database	9/16/22; 9/27/22	Email	Environmental Consulting Services (Permitting for Diesel Backup Generator)	No
Tatsumi and Partners, Inc.	49 Discovery, Suite 120 Irvine, CA 92618	Caltrans/CUCP Database	9/16/22; 9/27/22	Email	Landscape Architecture	No
Telamon Engineering Consultants, Inc	855 Folsom Street, # 142 San Francisco, CA 94107	Caltrans/CUCP Database	9/16/22; 9/27/22	Email	Engineering Services (Storm Water Pollution Prevention Plan)	No
Terra West, Inc	591 Telegraph Canyon Rd #713 Chula Vista, CA 91910	Caltrans/CUCP Database	9/16/22; 9/27/22	Email	Engineering Services (Storm Water Pollution Prevention Plan)	No
Teshima Design Group	9903 Business Park Ave, Ste 101 San Diego, CA 92131	Caltrans/CUCP Database	9/16/22; 9/27/22	Email	Landscape Architecture	No
The American Engineers	760 North Euclid, Suite 206 Anaheim, CA 92801	Caltrans/CUCP Database	9/16/22; 9/27/22	Email	Electrical Engineering (Electrical Engineering and Instrumentation & Controls Engineering)	No
Trinity Geotechnical Engineering, Inc	13230 Evening Creek Dr., Ste 206 San Diego, CA 92128	Caltrans/CUCP Database	9/16/22; 9/27/22	Email	Geotechnical Engineering	No
Turnpoint Geomatics	42080 Clairissa Way Murrieta, CA 92562	Caltrans/CUCP Database	9/16/22; 9/27/22	Email	Topographic Surveying	Yes
UPLA Studio	4572 Via Marina, Apt 105 Marina Del Rey, CA 90292	Caltrans/CUCP Database	9/16/22; 9/27/22	Email	Landscape Architecture	No
VCA Engineers, Inc.	1041 S. Garfield Ave. #210 Alhambra, CA 91801	Caltrans/CUCP Database	9/16/22; 9/27/22	Email	Structural Engineering	No
Villa Civil, APC	406 Jolina Way Encinitas, CA 92024	Caltrans/CUCP Database	9/16/22; 9/27/22	Email	Engineering Services (Storm Water Pollution Prevention Plan)	No
VLG Engineering	2569 Park Boulevard T201 Palo Alto, CA 94306	Caltrans/CUCP Database	9/16/22; 9/27/22	Email	Structural Engineering	No
Wagner Engineering & Survey, Inc	17134 Devonshire Street, Ste 200 Northridge, CA 91325	Caltrans/CUCP Database	9/16/22; 9/27/22	Email	Topographic Surveying	Yes

USE ADDITIONAL FORMS AS NECESSARY

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

Contractor Name	Contractor Address	How Located	Date of Contact	Contact Method	Service Description	Response (Yes/No)
West Coast Civil, Inc.	9740 Appaloosa Road Suite 200 San Diego, CA 92131	Caltrans/CUCP Database	9/16/22; 9/27/22	Email	Engineering Services	Yes
Winston Engineering	23905 Clinton Keith Rd #114-381 Wildomar, CA 92595	Caltrans/CUCP Database	9/16/22; 9/27/22	Email	Electrical Engineering (Electrical Engineering and Instrumentation & Controls Engineering)	No
Yunsoo Kim Design, Inc. DBA YKD	2629 Foothill Blvd. #204 La Crescenta, CA 91214	Caltrans/CUCP Database	9/16/22; 9/27/22	Email	Landscape Architecture	No
Studio West Landscape Architecture & Planning	7185 Navajo Rd, Suite A San Diego, CA 92119	Referral from DBE Firm	9/29/22; 9/29/22	Email	Landscape Architecture	Yes
V & A Consulting Engineers, Inc.	1000 Broadway, Suite 320 Oakland, CA 94607	Prior Working Relationship	9/29/22; 9/30/22	Email	Engineering Services	Yes
Chu Gooding Architects, Inc.	818 S. Broadway, Ste 1001 Los Angeles, CA 90014	Caltrans/CUCP Database	10/4/22; 10/6/22	Email	Architectural Services	No
Cityworks People Places, Inc.	1526 India Street, Unit E San Diego, CA 92101	Caltrans/CUCP Database	10/4/22; 10/6/22	Email	Architectural Services	Yes
KAL Architects, Inc.	12-J Mauchly Drive Irvine, CA 92618	Caltrans/CUCP Database	10/4/22; 10/6/22	Email	Architectural Services	Yes
Matalon Architecture & Planning, Inc.	888 Prospect Street, Suite 200 La Jolla, CA 92037	Caltrans/CUCP Database	10/4/22; 10/6/22	Email	Architectural Services	No
Okapi Architecture Inc.	1019 Green Lane La Canada, CA 91011	Caltrans/CUCP Database	10/4/22; 10/6/22	Email	Architectural Services	No
RAW International	800 South Figueroa St, Ste 600 Los Angeles, CA 90017	Caltrans/CUCP Database	10/4/22; 10/6/22	Email	Architectural Services	No
SAA Associates	3688 Fair Oaks Avenue Altadena, CA 91109	Caltrans/CUCP Database	10/4/22; 10/6/22	Email	Architectural Services	No
Tucker Sadler Architects, Inc	1620 Fifth Avenue, Suite 200 San Diego, CA 92101	Caltrans/CUCP Database	10/4/22; 10/6/22	Email	Architectural Services	No
Viniegra & Viniegra Architecture	5232 Otis Avenue Tarzana, CA 91356	Caltrans/CUCP Database	10/4/22; 10/6/22	Email	Architectural Services	No

USE ADDITIONAL FORMS AS NECESSARY

**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.

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

DISCLOSURE DETERMINATION FOR CONSULTANT

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

- 1. Department / Board / Commission / Agency Name: Engineering & Capital Projects Department
2. Name of Specific Consultant & Company: Harris & Associates
3. Address, City, State, ZIP: 600 B St, Suite 2000 San Diego, CA 92101
4. Project Title (as shown on 1472, "Request for Council Action"): Design of Storm Water Pump Station D Component Upgrade
5. Consultant Duties for Project: Provide civil engineering design services.

6. Disclosure Determination [select applicable disclosure requirement]:

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

- or -

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

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

- or -

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

Jason Grani, Assisstant Deputy Director ✓

By: [Signature] [Name/Title]*

[Date] 6/14/23

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.

CITY OF SAN DIEGO CONSULTANT PERFORMANCE EVALUATION

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

Section I PROJECT INFORMATION

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

Section II SPECIFIC RATINGS

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

**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:

Design of Storm Water Pump Station D Component Upgrade (H2226043)

B. BIDDER PROPOSER INFORMATION

Harris & Associates, Inc.		None	
Legal Name		DBA	
600 B Street, Suite 2000	San Diego	CA	92101
Street Address	City	State	Zip
Jason Caprio, Project Manager	661.319.9251	866.785.0180	
Contact Person, Title	Phone	Fax	

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

*** The precise nature of the interest includes:**

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

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

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

Jason Caprio	Sr. Project Manager
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
0% - Submitting a proposal for purposes of contracting with the City	
Interest in the transaction	

Mark Nassar	Director
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
0% - Submitting a proposal for purposes of contracting with the City	
Interest in the transaction	

Frank Lopez	Vice President (VP), Engineering
Name	Title/Position
Salinas, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
0% - Communicating or negotiating with City officers or employees	
Interest in the transaction	

Ehab Gerges	President, Consulting Division
Name	Title/Position
Irvine, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
0% - Communicating or negotiating with City officers or employees	
Interest in the transaction	

Michelle White	President, Consulting Division
Name	Title/Position
Los Angeles, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
0% - Communicating or negotiating with City officers or employees	
Interest in the transaction	

Steve Winchester	CEO and CFO
Name	Title/Position
Irvine, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
0% - Supervising persons engaged in negotiations and proposal preparation	
Interest in the transaction	

Sani Sutanto	Principal
Name	Title/Position
Santee, CA	Allied Geotechnical Engineers, Inc.
City and State of Residence	Employer (if different than Bidder/Proposer)
Contingent interest in the transaction in the value of 2.8%	
Interest in the transaction	

Use Attachment "A" if additional pages are necessary.

Please see Attachment "A" for continuation of this list.

C. OWNERSHIP AND NAME CHANGES:

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

Yes No

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

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

Yes No

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

D. BUSINESS ORGANIZATION/STRUCTURE:

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

Corporation Date incorporated: 02/03/1977 State of incorporation: California

List corporation's current officers:

President: Steve Winchester, CEO and CFO

Vice Pres.: N/A

Secretary: Michelle White, Secretary

Treasurer: Steve Winchester, CEO and CFO

Is your firm a publicly traded corporation? Yes No

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

Limited Liability Company Date formed: mm/dd/yyyy State of formation: _____

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

Partnership

Date formed: mm/dd/yyyy State of formation: _____

List names of all firm partners:

Sole Proprietorship Date started: mm/dd/yyyy

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

Joint Venture Date formed: mm/dd/yyyy

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

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

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

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

Yes No

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

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

Yes No

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

EXHIBIT G

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Name of Bank: Chase Bank

Point of Contact: Wayne W. Xia, Executive Director

Address: 1390 South Main Street, Floor 2, Walnut Creek, CA 94596

Phone Number: 925.357.4101

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

F. PERFORMANCE HISTORY:

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

Yes No

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

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

Yes No

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

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

Yes No

EXHIBIT G

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

7. Performance References:

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

Company Name: Please see Attachment "A" for response.

Contact Name and Phone Number:

Contact Email:

Address:

Contract Date:

Contract Amount:

Requirements of Contract:

Company Name: Please see Attachment "A" for response.

Contact Name and Phone Number:

Contact Email:

Address:

Contract Date:

Contract Amount:

Requirements of Contract:

Company Name: Please see Attachment "A" for response.

Contact Name and Phone Number: _____

Contact Email: _____

Address: _____

Contract Date: _____

Contract Amount: _____

Requirements of Contract: _____

G. COMPLIANCE:

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

Yes No

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

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

Yes No

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

H. BUSINESS INTEGRITY:

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

Yes No

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

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

Yes No

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

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

Yes No

EXHIBIT G

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

I. WAGE COMPLIANCE:

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

Yes No

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

J. STATEMENT OF SUBCONTRACTORS:

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

Company Name: See Attachment "A" for response

Contact Name and Phone Number: _____

Contact Email: _____

Address: _____

Contract Date: _____

Contract Amount: _____

Requirements of Contract: _____

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

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

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

K. STATEMENT OF AVAILABLE EQUIPMENT:

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

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

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

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.

Frank Lopez, VP, Engineering
Name and Title


Signature

October 19, 2022
Date

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

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

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

B. Bidder Proposer Information:

Name: Mohamed Adjroud
Title/Position: Principal
City and State of Residence: San Diego, CA
Employer (if different than Bidder/Proposer): Belcourt Engineering Group, LLC
Interest in the transaction: Contingent interest in the transaction in the value of 1.4%

Name: Subhash Patel
Title/Position: President
City and State of Residence: San Diego, CA
Employer (if different than Bidder/Proposer): Beyaz & Patel, Inc.
Interest in the transaction: Contingent interest in the transaction in the value of 5.6%

Name: Victoria Franco
Title/Position: Business Development Manager
City and State of Residence: Corona, CA
Employer (if different than Bidder/Proposer): C Below, Inc.
Interest in the transaction: Contingent interest in the transaction in the value of 2.8%

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.

Frank Lopez, VP, Engineering
Print Name, Title


Signature

October 19, 2022
Date

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

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

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

B. Bidder Proposer Information:

Name: David Werth
 Title/Position: President
 City and State of Residence: Anderson, SC
 Employer (if different than Bidder/Proposer): Clemson Engineering Hydraulics, Inc.
 Interest in the transaction: Contingent interest in the transaction in the value of 4.4%

Name: Laura Thomas
 Title/Position: CEO
 City and State of Residence: Reno, NV
 Employer (if different than Bidder/Proposer): EI&C Engineering, Inc.
 Interest in the transaction: Contingent interest in the transaction in the value of 1.4%

Name: Rita Kalwani
 Title/Position: President/Principal
 City and State of Residence: Irvine, CA
 Employer (if different than Bidder/Proposer): KAL Architects, Inc.
 Interest in the transaction: Contingent interest in the transaction in the value of 1.7%

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.

Frank Lopez, VP, Engineering
Print Name, Title


Signature

October 19, 2022
Date

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

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

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

B. Bidder Proposer Information:

Name: Spencer Bietz
Title/Position: Archaeology Project Manager
City and State of Residence: Escondido, CA
Employer (if different than Bidder/Proposer): Red Tail Monitoring & Research, Inc.
DBA Red Tail Environmental
Interest in the transaction: Contingent interest in the transaction in the value of 1.4%

Name: Annie Aguilar
Title/Position: President
City and State of Residence: Carlsbad, CA
Employer (if different than Bidder/Proposer): San Dieguito Engineering, Inc.
Interest in the transaction: Contingent interest in the transaction in the value of 2.8%

Name: R. Scott Foster
Title/Position: President
City and State of Residence: La Cañada Flintridge, CA
Employer (if different than Bidder/Proposer): Scott Foster Engineering, Inc.
Interest in the transaction: Contingent interest in the transaction in the value of 3.3%

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.

Frank Lopez, VP, Engineering
Print Name, Title


Signature

October 19, 2022
Date

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

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

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

B. Bidder Proposer Information:

Name: Michelle M. Landis
Title/Position: President
City and State of Residence: San Diego, CA
Employer (if different than Bidder/Proposer): Studio West Landscape Architecture & Planning
Interest in the transaction: Contingent interest in the transaction in the value of 1.1%

Name: Billy Vanderbur
Title/Position: Owner/President
City and State of Residence: Phoenix, AZ
Employer (if different than Bidder/Proposer): TelSec Consult, LLC
Interest in the transaction: Contingent interest in the transaction in the value of 0.8%

Name: Michael Erwin
Title/Position: Principal
City and State of Residence: Concord, CA
Employer (if different than Bidder/Proposer): TJC and Associates, Inc.
Interest in the transaction: Contingent interest in the transaction in the value of 30.6%

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.

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Print Name, Title


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

B. Bidder Proposer Information:

Name: Brian Briones
 Title/Position: Southwest Regional Manager
 City and State of Residence: San Diego, CA
 Employer (if different than Bidder/Proposer): V & A Consulting Engineers, Inc.
 Interest in the transaction: Contingent interest in the transaction in the value of 3.3%

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.

Frank Lopez, VP, Engineering		October 19, 2022
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F. Performance History

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

San Bernardino County: The County filed a complaint against Skanska USA Civil West California District, Inc., AECOM Technical Services, Harris & Associates, Federal Insurance Company (surety bond), Continental Insurance Company of Maryland (surety bond), and Does 1 through 4, alleging breach of contract and negligence causing property damage to County's Glen Helen Parkway Grade Separation project, such as pavement cracking and earth movement on embankments. The complaint was filed on May 10, 2019. Harris & Associates was the County's construction management consultant on the project.

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.

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F. Performance References


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

Company Name: City of San Diego
Contact Name and Phone Number: Bilal Oriqat, 619.533.7460
Contact Email: boriqat@sandiego.org
Address: 525 B Street, Suite 750, San Diego, CA 92101
Contract Date: 2011-2016 (design phase); 2018-2022 (construction phase)
Contract Amount: \$733,654 (design phase); \$553,299.51 (construction phase to date)

Requirements of Contract:

- **Name:** La Jolla Country Club Pump Station & Reservoir Replacement Design
- **Description:** Harris provided engineering design services, design support during construction, and construction management services for the La Jolla Country Club Pump Station & Reservoir Replacement project.

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.

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F. Performance References

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

Company Name: City of Coronado

Contact Name and Phone Number: James Newton, 619.522.7313

Contact Email: jnewton@coronado.ca.us

Address: 1825 Strand Way, Coronado, CA 92118

Contract Date: 2012-2016 (design phase); 2016-2018 (construction phase)

Contract Amount: \$ 171,222 (design phase); \$191,207 (construction phase)

Requirements of Contract:

- **Name:** Glorietta Bay Pump Station Improvements Design
- **Description:** Harris provided engineering design services, design support during construction, and construction management services for the Glorietta Bay Pump Station Improvements project.

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F. Performance References

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

Company Name: City of Long Beach

Contact Name and Phone Number: Anthony Arevalo, 424.201.9109

Contact Email: Mylirish@att.net

Address: N/A (Retired)

Contract Date: 2014-2016

Contract Amount: \$461,849

Requirements of Contract:

- **Name:** Low Flow Diversion (LFD) and Vortex Separation Systems (VSS) and Storm Water Pump Stations Design
- **Description:** Harris provided engineering design services, design support during construction, and construction management services for the Low Flow Diversion (LFD) and Vortex Separation Systems (VSS) and Storm Water Pump Stations project.

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J. Statement of Subcontractors:

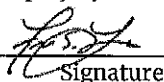
Company Name: Allied Geotechnical Engineers, Inc.
Contact Name and Phone Number: Sani Sutanto,
Contact Email: s_sutanto@alliedgeo.org
Address: 9500 Cuyamaca St, Suite 102, Santee, CA 92071
Contract Date: TBD
Sub-Contract Dollar Amount: TBD
Requirements of Contract: Geotechnical Engineering
What portion of work will be assigned to this subcontractor? 2.8%
Certified SLBE, ELBE, MBE, DBE, WBE, DVBE, or OBE? Yes No

J. Statement of Subcontractors:

Company Name: Belcourt Engineering Group, LLC
Contact Name and Phone Number: Mohamed Adjroud, 858.837.0749
Contact Email: madjroud@belcourteneng.com
Address: PO Box 910104, San Diego, CA 92191
Contract Date: TBD
Sub-Contract Dollar Amount: TBD
Requirements of Contract: Constructability Review
What portion of work will be assigned to this subcontractor? 1.4%
Certified SLBE, ELBE, MBE, DBE, WBE, DVBE, or OBE? Yes No

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Print Name, Title


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J. Statement of Subcontractors:

Company Name: Beyaz & Patel, Inc.
Contact Name and Phone Number: Subhash Patel, 858.451.0374
Contact Email: spatel@beyazpatel.com
Address: 10920 Via Frontera, Suite 210, San Diego, CA 92127
Contract Date: TBD
Sub-Contract Dollar Amount: TBD
Requirements of Contract: Structural Engineering
What portion of work will be assigned to this subcontractor? 5.6%
Certified SLBE ELBE, MBE, DBE, WBE, DVBE, or OBE? Yes No

J. Statement of Subcontractors:

Company Name: C Below, Inc.
Contact Name and Phone Number: Victoria Franco, 909.993.1370
Contact Email: victoriamf@cbelow.com
Address: 1385 Old Temescal Rd, Suite 100, Corona, CA 92881
Contract Date: TBD
Sub-Contract Dollar Amount: TBD
Requirements of Contract: Utility Locating/Potholing
What portion of work will be assigned to this subcontractor? 2.8%
Certified SLBE, ELBE, MBE, DBE, WBE, DVBE or OBE? Yes No

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<p>J. Statement of Subcontractors:</p> <p>Company Name: Clemson Engineering Hydraulics, Inc. Contact Name and Phone Number: David Werth, 864.231.9585 Contact Email: dwerth@ceh-lab.com Address: 1203 River Heights Circle, Anderson, SC 29621 Contract Date: TBD Sub-Contract Dollar Amount: TBD Requirements of Contract: Physical Modeling What portion of work will be assigned to this subcontractor? 4.4% Certified SLBE, ELBE, MBE, DBE, WBE, DVBE, or OBE? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>J. Statement of Subcontractors:</p> <p>Company Name: EI & C ENGINEERING, INC. DBA EI&C Engineering, Inc. Contact Name and Phone Number: Laura Thomas, 714.334.8912 Contact Email: lthomas@eiceinc.com Address: 8175 S. Virginia St #850, PMB 317, Reno, NV 89511 Contract Date: TBD Sub-Contract Dollar Amount: TBD Requirements of Contract: Electrical/Instrumentation & Controls QA/QC Review What portion of work will be assigned to this subcontractor? 1.4% Certified SLBE, ELBE, MBE, DBE, WBE, DVBE, or OBE? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>

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J. Statement of Subcontractors:

Company Name: KAL Architects, Inc.
Contact Name and Phone Number: Rita Kalwani, 949.450.8420
Contact Email: rkalwani@kalarchitects.com
Address: 12-J Mauchly, Irvine, CA 92618
Contract Date: TBD
Sub-Contract Dollar Amount: TBD
Requirements of Contract: Building Architecture
What portion of work will be assigned to this subcontractor? 1.7%
Certified SLBE, ELBE, MBE, DBE, WBE, DVBE, or OBE? Yes No

J. Statement of Subcontractors:

Company Name: Red Tail Monitoring & Research, Inc. DBA Red Tail Environmental
Contact Name and Phone Number: Spencer Bietz, 619.672.0039
Contact Email: spencer@redtailenvironmental.com
Address: 1529 Simpson Way, Escondido, CA, 92029
Contract Date: TBD
Sub-Contract Dollar Amount: TBD
Requirements of Contract: Historical Resources
What portion of work will be assigned to this subcontractor? 1.4%
Certified SLBE, ELBE, MBE, DBE, WBE, DVBE, or OBE? Yes No

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Frank Lopez, VP, Engineering _____ October 19, 2022
Print Name, Title Signature Date

**City of San Diego
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J. Statement of Subcontractors:

Company Name: San Dieguito Engineering, Inc.
Contact Name and Phone Number: Annie Aguilar, 858.345.1149, ext 1160
Contact Email: aaguilar@sdeinc.com
Address: 1911 Palomar Oaks Way, Suite 200, Carlsbad, CA 92008
Contract Date: TBD
Sub-Contract Dollar Amount: TBD
Requirements of Contract: Surveying and SWPPP
What portion of work will be assigned to this subcontractor? 2.8%
Certified SLBE, ELBE, MBE, DBE, WBE, DVBE, or OBE? Yes No

J. Statement of Subcontractors:

Company Name: Scott Foster Engineering, Inc.
Contact Name and Phone Number: R. Scott Foster, 818.330.7177
Contact Email: scott@scottfostereng.com
Address: 2222 Foothill Blvd, Suite E321, La Cañada Flintridge, CA 91011
Contract Date: TBD
Sub-Contract Dollar Amount: TBD
Requirements of Contract: Hydraulic Transient Analysis
What portion of work will be assigned to this subcontractor? 3.3%
Certified SLBE, ELBE, MBE, DBE, WBE, DVBE, or OBE? Yes No (SBE)

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J. Statement of Subcontractors:

Company Name: Studio West Landscape Architecture & Planning
Contact Name and Phone Number: Michelle M. Landis, 858.598.5085
Contact Email: mlandis@studiowest-land.com
Address: 7185 Navajo Rd, Suite A, San Diego, CA 92119
Contract Date: TBD
Sub-Contract Dollar Amount: TBD
Requirements of Contract: Landscape Architecture
What portion of work will be assigned to this subcontractor? 1.1%
Certified SLBE, ELBE, MBE, DBE, WBE, DVBE, or OBE? Yes No

J. Statement of Subcontractors:

Company Name: TelSec Consult, LLC
Contact Name and Phone Number: Billy Vanderbur, 480.299.2761
Contact Email: bdv@telsecconsult.com
Address: 305 E Hiddenview Dr, Phoenix, AZ 85048
Contract Date: TBD
Sub-Contract Dollar Amount: TBD
Requirements of Contract: Security Design
What portion of work will be assigned to this subcontractor? 0.8%
Certified SLBE, ELBE, MBE, DBE, WBE, DVBE, or OBE? Yes No

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J. Statement of Subcontractors:

Company Name: TJC and Associates, Inc.
Contact Name and Phone Number: Michael Erwin, 925.357.2676
Contact Email: michael@tjcaa.com
Address: 2300 Clayton Road, Suite 1450, Concord, CA 94520
Contract Date: TBD
Sub-Contract Dollar Amount: TBD
Requirements of Contract: Electrical Engineering and Instrumentation & Controls Engineering
What portion of work will be assigned to this subcontractor? 30.6%
Certified SLBE, ELBE, MBE, DBE, WBE, DVBE, or OBE? Yes No **(SBE)**

J. Statement of Subcontractors:

Company Name: V & A Consulting Engineers, Inc.
Contact Name and Phone Number: Brian Briones, 858.779.0339
Contact Email: bbriones@vaengineering.com
Address: 1000 Broadway, Suite 320, Oakland, CA 94607
Contract Date: TBD
Sub-Contract Dollar Amount: TBD
Requirements of Contract: Wet Well & Outfall Condition Assessment
What portion of work will be assigned to this subcontractor? 3.3%
Certified SLBE, ELBE, MBE, DBE, WBE, DVBE, or OBE? Yes No

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CALIFORNIA LABOR CODE EXISTING LAW

' 1771. Payment of general prevailing rate

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

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

AMENDMENT

' 1720. Public works; use of public funds

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

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

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

United States Environmental Protection Agency Fund Requirements

Design Professional shall comply with all of the following requirements. If there are provisions elsewhere in the Agreement that address the same subjects as this Exhibit I, Design Professional shall comply with all provisions, with the more stringent requirements controlling. If there is a direct conflict between provisions elsewhere in the Agreement and this Exhibit I, the requirements of this Exhibit I shall control in order to preserve the City's eligibility to receive financial assistance.

- I. Debarment and Suspension.** Design Professional certifies that it will not knowingly enter into a contract with anyone who is ineligible under the 2 CFR part 180 and part 1532 (per Executive Order 12549, 51 FR 6370, February 21, 1986) or who is prohibited under Section 306 of the Clean Air Act or Section 508 of the Clean Water Act to participate in the Project. Suspension and debarment information can be accessed at <http://www.sam.gov>. Design Professional represents and warrants that it has or will include a term or conditions requiring compliance with this provision in all of its subcontracts under this Agreement.
- II. Federal Lobbying Restrictions (31 U.S.C 1352).** Recipients of federal financial assistance may not pay any person for influencing or attempting to influence any officer or employee of a federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress with respect to the award, continuation, renewal, amendment, or modification of a federal grant, loan, or contract. These requirements are implemented for USEPA in 40 CFR Part 34, which also describes types of activities, such as legislative liaison activities and professional and technical services, which are not subject to this prohibition. Upon award of this contract, Design Professional shall complete and submit to the City the certification and disclosure forms in Appendix A and Appendix B to 40 CFR Part 34. Design Professional shall also require all subcontractors and suppliers of any tier awarded a subcontract over \$100,000 to similarly complete and submit the certification and disclosure forms pursuant to the process set forth in 40 CFR 34.110.
- III. CIVIL RIGHTS OBLIGATIONS.** Design Professional shall comply with the following federal non-discrimination requirements:
 - a. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP). (42 U.S.C 2000D, et. seq)
 - b. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities. (29 U.S.C. 794, supplemented by EO 11914, 41 FR 17871, April 29, 1976 and EO 11250, 30 FR 13003, October 13, 1965)
 - c. The Age Discrimination Act of 1975, which prohibits age discrimination. (42 U.S.C 6101 et. seq)
 - d. Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex.
 - e. 40 CFR Part 7, as it relates to the foregoing.
- IV. Equal Employment Opportunity (EEO). RESERVED.**
- V. Standard Federal Equal Employment Opportunity Construction Contract Specifications. RESERVED.**
- VI. Segregated Facilities. RESERVED.**
- VII. Disadvantaged Business Enterprises (DBE).** The Design Professional must ensure that the DBE's six good faith efforts are used during the procurement of subcontractors for the Project. The six good faith efforts are found at:

<https://www.epa.gov/grants/disadvantaged-business-enterprise-program-requirements#sixgoodfaithefforts>.

VIII. American Iron and Steel (AIS) Requirement. RESERVED.

IX. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (Effective August 13, 2020). The John S. McCain National Defense Authorization Act for Fiscal Year 2019 (P.L. 115-232), at Section 889, prohibits EPA financial assistance recipients, including WIFIA borrowers, from expending loan funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in the Act, “covered telecommunications equipment or services” means:

- a) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- b) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- c) Telecommunications or video surveillance services provided by such entities or using such equipment.
- d) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

The Act does not prohibit:

- a) Procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements.
- b) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

CERTIFICATION OF LOCAL AGENCY

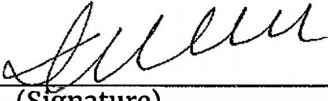
I HEREBY CERTIFY that I am the Design Section Head of the Local Agency of City of San Diego, and that the consulting firm of Harris & Associates

or its representative has not been required (except as herein expressly stated), directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this Agreement to:

- (a) employ, retain, agree to employ or retain, any firm or persons; or
- (b) pay or agree to pay, to any firm, person or organization, any fee, contribution, donation, or consideration of any kind.

I acknowledge that this Certificate to be furnished to the United States Environmental Protection Agency (USEPA) in connection with this Agreement involving participation of USEPA funds, and is subject to applicable State and Federal laws, both criminal and civil.

6/14/2023
(Date)


(Signature) Debbie Van Martin

CERTIFICATION OF CONSULTANT

I HEREBY CERTIFY that I am the Vice President, Engineering
and duly authorized representative of the firm of Harris & Associates, Inc.

_____,
whose address is 600 B Street, Suite 2000, San Diego, CA 92101

and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration; any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this Agreement; nor

(b) agreed; as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the agreement; nor

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement.

I acknowledge that this Certificate is to be furnished to the United States Environmental Protection Agency (USEPA) in connection with this Agreement involving participation of USEPA funds, and is subject to applicable State and Federal laws, both criminal and civil.

6-14-23

(Date)



(Signature)

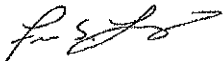
CERTIFICATION REGARDING LOBBYING (APPENDIX A, 40 C.F.R. Part 34)

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Design Professional, Harris & Associates certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Design Professional understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Design Professional's Authorized Official

Frank Lopez, Vice President, Engineering

Name and Title of Design Professional's Authorized Official

6/14/23

Date

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Passed by the Council of The City of San Diego on AUG 01 2023, 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"/>
Monica Montgomery Steppe	<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 AUG 08 2023

(Please note: When a resolution is approved by the Mayor, the date of final passage is the date the approved resolution was returned to the Office of the City Clerk.)

AUTHENTICATED BY:

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

(Seal)

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

By Kristel Medina, Deputy

Office of the City Clerk, San Diego, California
315084
Resolution Number R-

Passed by the Council of The City of San Diego on August 1, 2023, by the following vote:

YEAS: LACAVA, CAMPBELL, WHITBURN, MONTGOMERY STEPPE,

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: Krystell Medina, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true, and correct copy of
RESOLUTION NO. R-315084 approved on August 1, 2023. The date of final
passage is August 8, 2023.

DIANA J.S. FUENTES

City Clerk of the City of San Diego, California

(Seal)

By: Krystell Medina, Deputy

100-B 8-1-23
(R-2024-28)

RESOLUTION NUMBER R- 315084

DATE OF FINAL PASSAGE AUG 08 2023

A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN DIEGO APPROVING A CONSULTANT AGREEMENT, CONTRACT NO. H2226043, WITH HARRIS & ASSOCIATES FOR PROFESSIONAL DESIGN AND CONSTRUCTION SUPPORT SERVICES FOR THE STORM WATER PUMP STATION D COMPONENT UPGRADE PROJECT AND RELATED ACTIONS.

WHEREAS, the Storm Water Pump Station D (SWPS D) facility was built in 1941 to convey stormwater to a point of discharge within the San Diego River vicinity from the Old Town area. The facility needs rehabilitation to increase stormwater collection and conveyance capacity, mitigate flooding upstream, enhance efficiency, lower energy costs, and ensure power reliability; and

WHEREAS, the SWPS D Component Upgrade Project (Project) includes improvements to all ten (10) pumps, electrical, mechanical, and structural components, motor control center and wet well basin, the SDG&E transformer, acoustic barriers, a new building to house the electrical and motor control equipment and panels, utilities, and start up programming; and

WHEREAS, the Project will upgrade the electrical system to support the addition of a low flow pump, as well as discharging pipes and support members, modifications to improve hydraulic performance, replacement or repair of corroded metal screens and support members, and replace existing programmable logic controllers (PLC) with a new motor control center to comply with the current PLC standard protocol; and

WHEREAS, the City issued a Request for Proposal (H2226043) to solicit professional Engineering Services for Design and Construction Support Services of the SWPS D Component Upgrade Project on October 18, 2022, and Harris & Associates was selected based upon

qualifications and related experience in accordance with Council Policy 300-07 (Agreement);
and

WHEREAS, the Agreement is for preparation of technical reports, design plans and construction specifications, construction and professional engineering support services, and other technical tasks including site investigation, subsurface exploration, hydraulic analysis, physical modeling, power supply requirements, noise studies, corrosion control planning for the preparation of design plans, quality assurance/quality control, construction and engineering support services during construction and close-out phases in an amount not to exceed \$3,933,205.00 and for a duration of five years; and

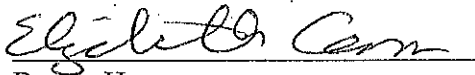
WHEREAS, the Office of the City Attorney has drafted this resolution based on the information provided by City staff, including information provided by affected third parties and verified by City staff, with the understanding that this information is complete, true, and accurate; NOW, THEREFORE,

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

1. That the consultant agreement with Harris & Associates for professional design and construction support services for the Project in an amount not to exceed \$3,933,205.00 and with a contract duration of five years is approved.
2. The Mayor, or his designee, is authorized to sign and deliver the consultant agreement.
3. The Chief Financial Officer is authorized to transfer appropriations of \$1,556,093.00 from CIP A-CA.00001, Flood Resilience Infrastructure, to CIP S-22015, Pump Station D Upgrade (B-17119, Pump Station D Component Upgrade), within Fund 400884, GF WIFIA Loan-Construction.

4. The Chief Financial Officer is authorized to expend an amount not to exceed \$3,933,205.00 from CIP S-22015, Pump Station D Upgrade (B-17119, Pump Station D Component Upgrade); of which, \$3,556,093.00 is from Fund 400884, GF WIFIA Loan-Construction, and \$377,112.00 is from Fund 400115, Midway/Pacific Hwy Urban Community, contingent upon the Chief Financial Officer furnishing one or more certificates certifying that funds necessary for expenditures are, or will be, on deposit with the City Treasurer.

APPROVED: MARA W. ELLIOTT, City Attorney

By 
Bonny Hsu
Deputy City Attorney

BH:cw
July 18, 2023
Or. Dept: Engineering & Capital Projects
CC No.: 3000015894
Doc. No. 3357416

I certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of AUG 01 2023

DIANA J.S. FUENTES
City Clerk

By 
Deputy City Clerk

Approved: 8/01/23
(date)


TODD GLORIA, Mayor

Vetoed: _____
(date)

TODD GLORIA, Mayor

DeOcampo, Melissa

From: pwc100@dir.ca.gov
Sent: Thursday, December 28, 2023 1:02 PM
To: DeOcampo, Melissa; PWD-PWC-Contracts
Subject: [EXTERNAL] Project Creation

****This email came from an external source. Be cautious about clicking on any links in this email or opening attachments.****

Hello,

Thank you for using the PWC-100 online application.

This email confirms the submission of a new project titled "Design of Storm Water Pump Station D Component Upgrade - H2226043" that was created on 28 Dec 2023 and assigned **DIR Project ID 504200**.

Please share this **DIR Project ID** number with each contractor on the project. They will need this number to submit certified payroll records into DIR's Electronic Certified Payroll Reporting(eCPR) database.

Thank you for your submission

Sincerely,

Public Works Program
Division of Labor Standards Enforcement
Department of Industrial Relations
State of California

Project Information

FORM

Form Type: PWC-100 **Project Award Date:** 12/27/2023

AWARDING BODY INFORMATION

Name: City of San Diego Public Works Contracts **Primary Contact:** Public Works Person
Address: 1010 Second Ave **Primary Email:** PWD-PWC-Contracts@sandiego.gov
 Suite 1400 **Work Phone:** 6195333635
 San Diego, CA 92101

PROJECT INFORMATION

Project Name: Design of Storm Water Pump Station D Component Upgrade - H2226043 **Project #:** H2226043
Brief Description: Design of Storm Water Pump Station D Component Upgrade - H2226043 **Contract #:** H2226043
Contract Amount: \$3933205.00 **Number of Prime Contractors:** 1
Total Project Cost: \$3933205.00
Alternative Model: Job Order/Task
Description of Location: Storm Water Pump Station D **County:** SAN DIEGO
 Component Upgrade

Project Information 2

PWC-100

Project Name: Design of Storm Water Pump Station D Component Upgrade - H2226043 **Project #:** H2226043 **Contract #:** H2226043 **Status:** New Submission

PROJECT INFORMATION

Project Dates

First Advertised Bid: 12/27/2023 **Estimated or Actual Start:** 12/27/2023
Estimated or Actual Completion: 12/28/2028

Propositions

Will this project receive (or has it received) any funding from Proposition 84 (The Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006)? No
 Will this project receive (or has it received) any funding from Proposition 39 (California Clean Energy Jobs Act of 2012)? No
 Is this a development proponent housing project subject to the requirements of Government Code sections 65852.24, 65912.130, or 65913.4? No

Compliance and Agreements:

Is language included in the Contract Award to effectuate the requirements of Section 1771, 1774 - 1776, 1777.5, 1813 and 1815 of the Labor Code? Yes
 Will you operate a DIR-Approved Labor Compliance Program(LCP) for this project? Yes
 Is there a Project Labor Agreement (PLA) associated with this project? No

Contractor Information

Project Manager

Email Address	Name	Title	Work Phone
jason.caprio@weareharris.com	Jason Caprio	Design Professional	661-319-9251

General Contractor1

CSLB/Certificate Number	NAME	Address	Email	Classification
1000009409	SAN DIEGUITO ENGINEERING, INC.	1911 PALOMAR OAKS WAY, SUITE 200 CARLSBAD, CA 92008	aaguilar@SDEINC.COM	SURVEYORS
1000007205	V&A CONSULTING ENGINEERS	1000 BROADWAY, STE 320 OAKLAND, CA 94607	bbriones@VAENGINEERING.COM	SURVEYORS
1000011113	HARRIS & ASSOCIATES, INC.	1401 WILLOW PASS ROAD, SUITE 500 CONCORD, CA 94520	jason.caprio@weareharris.com	SURVEYORS
1000054988	BELCOURT ENGINEERING GROUP, LLC	11457 VISTA RIDGE SAN DIEGO, CA 92130	MADJROUD@BELCOURTENG.COM	SURVEYORS
1000012771	TJC AND ASSOCIATES, INC.	2300 CLAYTON ROAD, SUITE 1450 CONCORD, CA 94520	michael@TJCAA.COM	SURVEYORS
1000061181	STUDIO WEST LANDSCAPE ARCHITECTURE & PLANNING	7185 NAVAJO RD., SUITE A SAN DIEGO, CA 92119	MLANDIS@STUDIOWEST-LAND.COM	SURVEYORS
1000009383	ALLIED GEOTECHNICAL ENGINEERS, INC.	9500 CUYAMACA STREET, SUITE 102 SANTEE, CA 92071	S_SUTANTO@ALLIEDGEO.ORG	SURVEYORS
1000016680	BEYAZ & PATEL, INC.	16885 W. BERNARDO DRIVE, SUITE 325 SAN DIEGO, CA 92127	SPATEL@BEYAZPATEL.COM	SURVEYORS
1000031633	RED TAIL MONITORING & RESEARCH, INC.	25 EPIE HILL ROAD SANTA YSABEL, CA 92070	spencer@REDTAILENVIRONMENTAL.COM	SURVEYORS
1000003150	C BELOW, INC.	14280 EUCLID AVE. CHINO, CA 91710	victoriaf@cbelow.com	SURVEYORS