

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

**FOR**

**AS-NEEDED STORMWATER DESIGN AND ENGINEERING  
SERVICES**

**(FEDERAL VERSION)**

**CONTRACT NUMBER: H2326146**

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

# AGREEMENT FOR DESIGN PROFESSIONAL SERVICES

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**DESIGN PROFESSIONAL AS-NEEDED EXHIBITS**

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

**ATTACHMENTS**

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

**AS-NEEDED AGREEMENT BETWEEN  
THE CITY OF SAN DIEGO  
AND HARRIS & ASSOCIATES  
FOR ENGINEERING SERVICES**

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

**RECITALS**

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

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

The City and the 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 on an as-needed, hourly fee basis [Agreement].

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

**ARTICLE I  
DESIGN PROFESSIONAL SERVICES**

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

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

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

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

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

**1.2 Task Administrator.** The Engineering & Capital Projects Department is the task administrator for this Agreement. The 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. Further, when this Agreement refers to an act or approval to be performed by the City, that act or approval shall be performed by the Mayor or designee, unless the Agreement specifies otherwise.

**1.3 City Modification of Scope of Services.** The City may, without invalidating this Agreement, order changes in any Task by altering, adding to or deducting from the Professional Services to be performed. All such changes shall be in writing and shall be performed in accordance with the provisions of this Agreement. If any such changes cause an increase or decrease in the 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 may be made, provided that any adjustment must be approved by both Parties in writing in accordance with Section 9.1 of this Agreement.

**1.4 Written Authorization.** Prior to performing any Professional Services in connection with the Tasks, the 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 changes to any Task, including any changes to the time for completion or the Compensation and Fee Schedule, and shall obtain the City's written consent to the change prior to making any changes. In no event shall the City's consent be construed to relieve the 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, this Agreement shall be effective for issuing and completing Task Orders for no more than **sixty (60)** months following the date of its execution by the City, unless said duration is modified in writing by an amendment to this Agreement. Any extension beyond the sixty (60) months will require City Council approval via Ordinance.

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

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

**2.4 Delay.** If delays in the performance of the Professional Services are caused by unforeseen events beyond the control of the Parties, such delay may entitle the 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 the 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 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 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 the Design Professional's Professional Services on all Task(s). 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 perform or adequately perform any obligation required by this Agreement, the Design Professional's failure constitutes a Default. A Default includes the Design Professional's failure to complete the Professional Services within the time for completion as set forth in the Task Order. 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 all reasonably related expenses, in an amount not to exceed \$3,000,000. The City agrees to issue at least one or more Task Orders with a minimum aggregate value of \$1,000.00 to the Design Professional.

**3.2 Manner of Payment.** The City shall pay the Design Professional in accordance with the Compensation and Fee Schedule [Exhibit C]. 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.

**3.3 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.

**3.4 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 for any issued Task Order; or (2) where the total anticipated cost for performance of the Scope of Services may be greater than the maximum compensation for this Agreement or for any Task Order.

#### **ARTICLE IV 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 Costs, the City's Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the City determines are necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.

**4.2.2.2 Accounting Records.** The 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 as described in issued Task Orders; and (2) the policy will be maintained in force for a period of three years after substantial completion of the Professional Services as described in issued Task Orders or termination of this Agreement whichever occurs last. The Design Professional agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the City's exposure to loss.

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

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

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

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

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

**4.3.1.6 Aviation Liability Insurance.** The Design Professional shall procure and maintain at their expense or require their Subcontractor, as described below, to procure and maintain Aviation Liability Insurance on an occurrence basis, including products and completed operations, property damage, bodily injury with limits no less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate.

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

#### **4.3.3 Acceptability of Insurers.**

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

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



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

**4.3.4.1 Commercial General Liability Insurance Endorsements**

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

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

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

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

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

**4.3.4.3 Contractors Pollution Liability Insurance Endorsements.**

**ADDITIONAL INSURED.** To the fullest extent allowed by law and consistent with the limiting provisions set forth at California Civil Code section 2782, California Insurance Code section 11580.04, and any applicable successor statutes limiting indemnification of public agencies that bind the City, the policy or policies shall be endorsed to include as an Additional Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of: (a) ongoing operations performed by you or on your behalf, (b) your products, (c) your work, e.g., your completed operations performed by you or on your behalf, or d) premises owned, leased, controlled, or used by you.

**PRIMARY AND NON-CONTRIBUTORY COVERAGE.** The policy or policies shall be endorsed to provide that the insurance afforded by the Contractors Pollution Liability Insurance policy or policies is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives with respect to operations including the completed operations of the Named Insured. Any insurance

maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of the Consultant's insurance and shall not contribute to it.

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

#### **4.3.4.4 Aviation 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, including but not limited to 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 Aircraft Liability policy or policies is primary to any insurance or self-insurance of the City of San Diego and its elected officials, officers, employees, agents and representatives as respects operations of the Named Insured. Any insurance maintained by the City of San Diego and its elected officials, officers, employees, agents and representatives shall be in excess of Consultant's insurance and shall not contribute to it.

**4.3.5 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 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 Consultant 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 online 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 workplace program.

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

understands and agrees that the City's access review process and its acceptance of Design Professional's designs in no way limits the Design Professional's obligations under this agreement to prepare designs that comply with all requirements under Title 24 and ADAAG.

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

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

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

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

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

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

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



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

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

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

**4.12 Compensation for Mandatory Assistance.** The City will compensate the Design Professional for fees incurred for providing Mandatory Assistance as Additional Costs under Section 3.3. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of the 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.

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

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

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

**4.20.1 Compliance with Prevailing Wage Requirements.** Pursuant to sections 1720 through 1861 of the California Labor Code, the Design Professional and its

subconsultants shall ensure that all workers who perform work under this Agreement are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

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

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

**4.20.2 Penalties for Violations.** 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 under 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 Part18. 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.

**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 Agreement, shall contain all provisions stipulated in this Agreement to be applicable to the subcontractors.

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

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

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

## **ARTICLE IX MISCELLANEOUS**

**9.1 Notices.** In all cases where written notice is required under this Agreement, service shall be deemed sufficient if the notice is deposited in the United States mail, postage paid. Proper notice shall be effective on the date it is mailed, unless provided otherwise in this Agreement. For the purpose of this Agreement, unless otherwise agreed in writing, notice to the City shall be addressed to: Engineering & Capital Projects Department, c/o Jess Arcillas, 525 B Street Suite 750, San Diego, CA 92101 and notice to the Design Professional shall be addressed to: Harris & Associates, Jason Caprio, 600 B Street #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, Mark Nassar, Elizabeth McKegney, Frank Lopez, Vern Phillips, Jean M. Libby, Raymond Escobar, Kyle McCarty** [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 in the Scope of Services as described in issued Task Orders.

**9.7 Employment of City Staff.** This Agreement may be unilaterally and immediately terminated by the City, at its sole discretion, if the 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 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 incorporated herein by this reference.

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

*The remainder of this page has been intentionally left blank.*

IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor, pursuant to San Diego Municipal Code Section 22.3207, authorizing such execution, and by the Design Professional pursuant to Harris & Associates, Inc.'s signature authority document.

I HEREBY CERTIFY I can legally bind Harris & Associates and that I have read all of this Agreement, this 10 day of April, 2023.

By   
Michelle White  
Division President


Dated this 15th day of June, 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 June, 2023.

MARA W. ELLIOTT, City Attorney

By   
Frank Ahn  
Deputy City Attorney

**DESIGN PROFESSIONAL AS-NEEDED**  
**EXHIBITS**



# SCOPE OF SERVICES

## 1.0 SCOPE OF SERVICES

### 1.1 GENERAL

- 1.1.1** Under the general supervision of the City Mayor or his designated representatives, Design Professional shall provide as-needed annual professional Stormwater Pipeline Engineering Design services by Task Orders on an hourly basis. Stormwater Engineering Services include, but are not necessarily limited to preparation of construction documents for; storm drain rehabilitation/replacement projects and their connected structures and required appurtenances and facilities for a given conveyance system, various structural improvement projects, provide surveying services, provide environmental support services and preparation of environmental documents, assist in the acquisition of various permits, perform hydrology/hydraulic analysis, provide bid and construction support services and other services necessary to complete the Tasks. Design services to be provided by this contract will categorically exclude all other support for non-pipeline Stormwater CIP projects and their connected structures and required appurtenances and facilities for a given conveyance system. These services will be provided according to City directions and in conformance with the current California Building Code/Uniform Building Code, California Title 24 Accessibility Standards, and the Americans with Disabilities Act/Americans with Disabilities Act Design Guidelines including professional standards of practice established by the City. This includes all amendments and revisions of these standards as adopted by the City.
- 1.1.2** Design Professional is responsible for the design services and, if needed, construction support services of the Task in accordance with all current applicable laws, regulations and codes.
- 1.1.3** Design Professional, either personally or through its subconsultants, shall make any presentations necessary as determined by the City, to City Council, Council Committee, and citizen groups to provide them with the information about the Task. Design Professional, either personally, or through its subconsultants, shall also make presentations to any governing or regulatory body or agency for other approvals as may be required.
- 1.1.4** Design Professional shall obtain all necessary soils investigation required for the design of the Task. The Design Professional, either personally or through its Soils Subconsultant, shall prepare a statement that may, in the City's discretion, be included in the bidding documents as to the nature of soils, contamination, ground water conditions and any other information concerning the existing

## EXHIBIT A

conditions of the site.

- 1.1.5** The professional standards of practice established by the City and referred to in paragraph 1.1 include but are not necessarily limited to, the current versions of the following:
  - 1.1.5.1 American Public Works Association's/Associated General Contractors of California's Standard Specifications for Public Works construction with Regional and City Supplements [the Greenbook]
  - 1.1.5.2 San Diego Regional Standards Committee's WATCH Handbook.
  - 1.1.5.3 California Department of Transportation's Manual of Traffic controls for construction and Maintenance Work Zones.
  - 1.1.5.4 City of San Diego's Standard Drawings.
  - 1.1.5.5 City of San Diego's Drainage Design Manual.
  - 1.1.5.6 City of San Diego's Landscape Technical Manual produced by the Planning Department.
  - 1.1.5.7 City of San Diego's Manual of Preparation of Land Development and Public Improvement Plans.
  - 1.1.5.8 City of San Diego's Technical Guidelines for Geotechnical Reports.
  - 1.1.5.9 Land Development Code/San Diego Municipal Code.
- 1.1.6** Design Professional shall comply with City Engineering drafting standards, as outlined in the City of San Diego's Manual of Preparation Land Development and Public Improvement Plans, in order to ensure good quality microfilm prints. The Design Professional shall check with Development Services Plan Check Section for amendments to the most recent version of the manual.
- 1.1.7** Design Professional shall provide all required easement documents (i.e. dedication, acquisitions, set asides, street vacations, abandonments, subordination agreements, joint use agreements, etc.) per City of San Diego Real Estate Assets Department requirements and Council Policy 600-04.
- 1.1.8** Design Professional shall design the storm drain systems to the frequency storm runoff capacities as outlined in of the City of San Diego's Drainage Design Manual (ref. Section 1-102.2).
- 1.1.9** Design Professional shall provide all required information for the

## **EXHIBIT A**

construction or relocation of public or private utility facilities which must be constructed or relocated as a result of this project.

- 1.1.10** If directed, Design Professional shall address all traffic control requirements for the Task including, if necessary, separate traffic control plans and/or notes.
- 1.1.11** Design Professional shall obtain all necessary geotechnical information required for the design and construction of the Project. The Task Engineering Geologist and/or Project Soils Engineer (qualified R.C.E. or R.G.E.) shall prepare a statement that will be included in the bidding documents, to address existing geotechnical conditions of the site which might affect construction.
- 1.1.12** Design Professional shall design the Task to comply with the ADA and Title 24 as described in the Agreement; however, as owner of the facility, the City is exposed to liability for projects on which designers fail to meet this obligation. Consequently, the City is implementing an evaluation of certain design aspects to ensure a compliant facility. The Design Professional shall complete and submit an ADA Compliance Review Checklist. This Checklist is designed to assist Design Professionals in meeting their ADA obligations under the contract (Design Professional also must meet Title 24 which these checklists do not cover). These checklists are not comprehensive. The checklists merely reflect the specific problematic areas of compliance with ADA commonly seen by the City. As a result, the City will be checking only these areas of ADA prior to acceptance of a Design Professional's design. The Design Professional is obligated to meet all additional laws which are not included on the City's ADA Design Review Checklist, and/or to advise the City at any time if they feel components on the checklist misrepresent the current state of the law. These ADA checklists and the City's access review process in no way limits the Design Professional's obligation under the contract.

## **2.0 TASK DELIVERABLES**

### **2.1 CONTRACT DOCUMENTS**

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

**2.2 SCHEMATIC DESIGN:**

- 2.2.1 Design Professional shall consult with the City to ascertain requirements of the Task including operational needs analysis in coordination with the City's Engineering & Capital Projects Department. Schematic design studies shall include, but not be limited to the following:
- 2.2.2 Site plan, with diagrammatic indications showing relationships of the Task components, including traffic circulation and landscaping.
  - 2.2.2.1 Sketches with sufficient detail to illustrate the scale and location of the Task components.
  - 2.2.2.2 Analysis of parameters affecting design and construction for each alternate considered.
  - 2.2.2.3 Description and recommendation for structural, systems, showing alternatives considered, probable construction costs for the base Task and all additive alternates considered.
  - 2.2.2.4 Summary of Task requirements and a recommendation.
- 2.2.3 City approval of the schematic design documents and task proposal is a condition precedent to authorization to the Design Professional to proceed with any task.

**2.3 DESIGN DEVELOPMENT:**

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



**2.4 CONSTRUCTION DOCUMENTS:**

- 2.4.1 Design Professional shall prepare, if directed, based on the approved Design Development Documents, Working Drawings and Contract Specifications [Construction Documents] setting forth in detail the requirements for the project construction, and furnishing of the entire Project including the necessary bidding information.
- 2.4.2 Design Professional shall have a specific program established for coordinating the work of all his or her Design Professionals with any architectural work and with each other.
- 2.4.3 Working Drawings and Specifications will be prepared in accordance with the latest City drawing and specification format. Specifications shall be typed using Microsoft Word and printed using a standard laser printer or equivalent utilizing Greenbook and/or CSI format. Mylar "D" Sheets will be furnished by the City. Working drawings shall be made with permanent ink, Computer Aided Drafting, a permanent photographic reproduction process, or with pencil made for use on drafting film and permanently fixed with spray coating. Scale and clarity or detail shall be suitable for half-size reduction. Electronic files shall be submitted to the City as directed.
- 2.4.4 If directed, Design Professional shall provide a construction cost estimate based on the Construction Documents.
- 2.4.5 If directed, the Design Professional shall prepare and provide a geotechnical design report.
- 2.4.6 Design Professional shall address all traffic control requirements for the Project including, if necessary at the discretion of the City, separate traffic control plans and/or notes.
- 2.4.7 Design Professional shall prepare and incorporate into the Construction Documents, a Storm Water Pollution Prevention Plan (SWPPP) to be implemented by the Contractor during project construction. The SWPPP shall comply with the California Regional Water Quality Control Board Statewide General Construction Storm Water permit current requirements.
- 2.4.8 Design Professional shall provide a construction cost estimate based on the Construction Documents.
- 2.4.9 Design Professional shall revise Construction Documents to incorporate comments received from the City-wide plan check or from the permitting agencies.

**2.5 BIDDING DOCUMENT:**

## EXHIBIT A

- 2.5.1 Design Professional, following City approval of the Construction Documents, shall prepare final corrected construction documents [Bidding Documents], and shall assist City in responding to inquiries from prospective bidders, and in preparation of addenda for issuance by the City.

### 2.6 CONSTRUCTION SUPPORT SERVICES:

- 2.6.1 The construction phase will commence with the award of the construction contract, and will terminate when the project is complete and operable and the Final Record Drawings [As-builts] have been accepted by the City.
- 2.6.2 During the construction phase, Design Professional shall provide technical advice for the project, and any other related work, to the Project Manager employed by the City of San Diego as required by the scope of work of the Task.
- 2.6.3 Design Professional shall incorporate all construction changes provided by the City into the Final Record Drawings, including the location of underground and concealed utilities, and significant shop drawing information, and shall submit them to the project manager as Record Drawings for final acceptance.
- 2.6.4 Design Professional shall aid the City, on an as-needed basis, in the general administration of any construction contract let by City for development of the Project including but not limited to reviewing and preparing response to the Request For Information (RFI), request for clarification, review of the shop drawings and periodic on-site observations as may be necessary to determine if the work is proceeding in accordance with the design.
- 2.6.5 Design Professional shall aid in the assembling of all written guarantees and warranties, instruction books, diagrams and charts required by contract documents.
- 2.6.6 Design Professional shall incorporate all construction changes into the original tracings, including location of underground concealed utilities, significant shop drawing information, and final adjusted outputs of mechanical systems, and submit them to the City for final acceptance.

**END OF SCOPE OF SERVICES**

## TASK ORDER AUTHORIZATION FOR PROFESSIONAL SERVICES [TASK ORDER]

**Consultant:**

**Agreement:**

**Task Order No.:**

**Date:**

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

**Part A**

**Scope of Services**

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

**Part B**

**Task Order Compensation**

City shall pay Consultant for the Professional Services required by this Task Order in accordance with Article III of the Agreement.

The not to exceed cost for the Scope of Services for this Task Order is \$ \_\_\_\_\_.

**Part C Personnel Commitment**

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

**Part D Time Sequence**

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

**City of San Diego**

**Consultant**

Recommended For  
Approval:

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

Approved By:

By:

Name:  
(Type)

Title:

Date:

## COMPENSATION AND FEE SCHEDULE

<b>BILLING RATES BY CLASSIFICATON</b>	<b>HOURLY RATE</b>
Principal-in-Charge/Vice President	<b>\$325</b>
Principal Engineer II/QC Manager/Technical Lead/Sr. Director	<b>\$300</b>
Principal Engineer I/QC Manager/Technical Lead/Director	<b>\$285</b>
Senior Project Manager II	<b>\$300</b>
Senior Project Manager I	<b>\$285</b>
Project Manager III	<b>\$240</b>
Project Manager II	<b>\$220</b>
Project Manager I	<b>\$200</b>
Senior Engineer III	<b>\$240</b>
Senior Engineer II	<b>\$220</b>
Senior Engineer I	<b>\$200</b>
Engineer IV	<b>\$180</b>
Engineer III	<b>\$160</b>
Engineer II	<b>\$145</b>
Engineer I	<b>\$135</b>
Senior Project Analyst III	<b>\$185</b>
Senior Project Analyst II	<b>\$175</b>
Senior Project Analyst I	<b>\$165</b>
Analyst II	<b>\$155</b>
Analyst I	<b>\$145</b>
GIS Specialist	<b>\$180</b>
Technical Writer/Editor	<b>\$160</b>
Technical Support	<b>\$150</b>
Administrative	<b>\$120</b>



**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).
- A request for an annual rate adjustment must be submitted to the City of San Diego in writing for approval. Written justification for the rate adjustment must be submitted to the City of San Diego a minimum of 60 days before the Agreement anniversary date. Said proposed adjustment shall not exceed three percent (3%), and the City of San Diego must approve any rate adjustments in writing before they become effective.

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 the proposal:
  - i. Attachment HH - SWRCB Form 4500-3: DBE Subcontractor Performance Form
  - ii. Attachment II - SWCRB Form 4500-4: DBE Subcontractor Utilization Form



4. The following forms must be completed and submitted with GFE documentation:
  - i. List of Services Made Available (Form AA61)
  - ii. Summary of Subconsultants Proposals Received (Form AA62)
  - iii. Good Faith Effort List of Subcontractors Solicited (Form AA63)
  
5. The Proposer shall provide Attachment GG - SWRCB Form 4500-2: DBE Subcontractor Participation Form to all DBE subcontractors prior to the award of any contract. DBE subcontractors will utilize this form to describe work received and/or report any concerns regarding the project. Form can be submitted to the DBE coordinator at any time during the project period of performance.

**B. DBE Potential Resource Centers:**

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

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

Name and Address	Telephone and Web Site
<b>U.S. Small Business Administration</b>	(415) 744-6820 Extension 0

455 Market Street, Suite 600	Dynamic Small Business Search: <a href="http://dsbs.sba.gov/dsbs/search/dsp_dsbs.cfm">http://dsbs.sba.gov/dsbs/search/dsp_dsbs.cfm</a> <sup>1</sup>
San Francisco, CA 94105	Bid Notification: <a href="https://catalog.data.gov/dataset/subcontractingnetwork-subnet-system">https://catalog.data.gov/dataset/subcontractingnetwork-subnet-system</a>
RE: Minority Enterprise Development Offices	(415) 744-7415
<b>U.S. Department of Commerce</b>	Bid Notification:
Minority Business Development Agency	<a href="http://www.mbda.gov">http://www.mbda.gov</a> <sup>5</sup>
555 Montgomery Street	RE: Business Development Centers
San Francisco, CA 94111	

State Agencies (must be contacted):

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

Notes:

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

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

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

#### V. Maintaining Participation Levels.

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

#### VI. Definitions.

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

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

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

more socially and economically disadvantaged owners. Disadvantaged Individuals include Black Americans, Hispanic Americans, Asian Americans, and other minorities, or individual found to be disadvantaged by the Small Business Administration pursuant to Section 8 of the Small Business Reauthorization Act.

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

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

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

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

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

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

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

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

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



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

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

**VII. Certifications.**

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

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

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

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

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

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

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

**VIII. List of Attachments.**

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

**ATTACHMENT AA**

**DISCLOSURE OF DISCRIMINATION COMPLAINTS**

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

CHECK ONE BOX ONLY.

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

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

Design Professional Name Harris & Associates, Inc.

Certified By Annette Phillips  
Name

Title VP, People + Technology Operations

Annette Phillips  
Signature

Date January 20, 2023

**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.

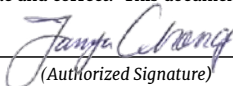
(Firm Name)

Contra Costa, California hereby certify that information provided

(County)

(State)

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

  
(Authorized Signature)

Tanya Chong

(Print Authorized Signature Name)

**ATTACHMENT BB**

**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															





## 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 20<sup>th</sup> day of January, 2023

  
(Authorized Signature)

Tanya Chong

(Print Authorized Signature Name)

**ATTACHMENT BB**

**WORK FORCE REPORT – Page 2**

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

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

- |                                      |   |
|--------------------------------------|---|
| (1) Black or African-American        | (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	2	2		2	2				1	10	10	1	1
Professional				1							2	3		2
A&E, Science, Computer	1		3	2	6	2					12	2	1	
Technical	1	1	11	12	11	12					33	20	4	5
Sales														
Administrative Support		1	1	5	2	3					1	14		2
Services														
Crafts	2		8	3	2	2			1		21	4		
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column	5	4	25	23	23	21	0	0	1	1	79	53	6	10
--------------------	---	---	----	----	----	----	---	---	---	---	----	----	---	----

Grand Total All Employees	251
---------------------------	-----

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

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

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														



## EQUAL OPPORTUNITY CONTRACTING (EOC)

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

### WORK FORCE REPORT

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

NO OTHER FORMS WILL BE ACCEPTED

#### CONTRACTOR IDENTIFICATION

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

Name of Company: Harris & Associates, Inc.

ADA/DBA: None

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

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

Telephone Number: 925.827.4900 Fax Number: 866.356.0998

Name of Company CEO: Steve Winchester

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

Address: 600 B Street, Suite 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 20<sup>th</sup> day of January, 2023

  
(Authorized Signature)

Tanya Chong

(Print Authorized Signature Name)

**ATTACHMENT BB**

**WORK FORCE REPORT – Page 2**

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

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

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

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

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

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

Totals Each Column	1	1	4	9	7	9	0	0	0	0	15	5	1	3
--------------------	---	---	---	---	---	---	---	---	---	---	----	---	---	---

Grand Total All Employees	55
---------------------------	----

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

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

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														





## EQUAL OPPORTUNITY CONTRACTING (EOC)

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

### WORK FORCE REPORT

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

NO OTHER FORMS WILL BE ACCEPTED

#### CONTRACTOR IDENTIFICATION

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

Name of Company: Harris & Associates, Inc.

ADA/DBA: None

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

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

Telephone Number: 925.827.4900 Fax Number: 866.356.0998

Name of Company CEO: Steve Winchester

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

Address: 600 B Street, Suite 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 20<sup>th</sup> day of January, 2023

  
(Authorized Signature)

Tanya Chong

(Print Authorized Signature Name)

**ATTACHMENT BB**

**WORK FORCE REPORT – Page 2**

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

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

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

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

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

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

Totals Each Column	0	1	1	2	1	1	0	0	0	0	2	1	0	0
--------------------	---	---	---	---	---	---	---	---	---	---	---	---	---	---

Grand Total All Employees	9
---------------------------	---

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

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

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

## Work Force Report

### HISTORY

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

### WORK FORCE & BRANCH WORK FORCE REPORTS

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

### MANAGING OFFICE WORK FORCE

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

### TYPES OF WORK FORCE REPORTS:

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

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

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

### RACE/ETHNICITY CATEGORIES

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

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

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

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

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

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

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

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

**Management & Financial**

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

**Professional**

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

**Architecture & Engineering, Science, Computer**

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

**Technical**

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

**Sales**

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

**Administrative Support**

Financial Clerks  
Information and Record Clerks  
Legal Support Workers

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

**Services**

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

**Crafts**

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



Vehicle and Mobile Equipment Mechanics,  
Installers, and Repairers  
Woodworkers

**Operative Workers**

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

**Transportation**

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

**Laborers**

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

## SUBCONTRACTOR PARTICIPATION LIST

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

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

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

NAME AND ADDRESS SUBCONTRACTORS	SCOPE OF SERVICES	PERCENT OF CONTRACT	SLBE/ELBE (MBE/ WBE/DBE/ DVBE/OBE*)	WHERE CERTIFIED
AirX Utility Surveyors, Inc. 785 E Mission Rd Ste 100 San Marcos CA 92069	Subsurface Utility Locating/Potholing	2.5%	SBE, WBE	DGS, Supplier Clearing House
Allied Geotechnical Engineers, Inc. 9500 Cuyamaca St, Suite 102 Santee, CA 92071	Geotechnical/Soils Engineering	5%	DBE, MBE, SBE	CUCP (LACMTA), Supplier Clearinghouse, DGS
Getter Engineering, Inc., DBA ProjectLine Technical Services 2900 Bristol, D-103, Costa Mesa, CA 92626	Electric Engineering, Structural Engineering, & Mechanical Engineering	5%	DBE, MBE, WBE, SBE	CUCP (Caltrans), Supplier Clearinghouse, DGS
Hernandez, Kroone & Associates, Inc.   234 East Drake Drive, San Bernardino, CA 92408	Traffic Control Planning & Engineering	2.5%	WBE, SBE	Supplier Clearinghouse, DGS
Land Surveying Consultants, Inc. 318 State Place, Escondido, CA 92029	Topographic Survey	5%	SBE	DGS
Libby Engineers, Inc. DBA Martin & Libby 4452 Glacier Avenue, San Diego, CA 92120	Structural Engineering	5%	DBE, SLBE, LBE, WBE, SBE	CUCP (Caltrans), City of San Diego, CPUC, DGS, SDCRAA
Mour Group Engineering + Design 6593 Riverdale Street, San Diego, CA 92120	Architectural Engineering	1%	DBE	CUCP (Caltrans)
Ninyo & Moore Geotechnical & Environmental Sciences Consultants   5710 Ruffin Road, San Diego, CA 92123	Geotechnical/Soils Engineering	5%	MBE	City of Los Angeles, Supplier Clearing House

NAME AND ADDRESS SUBCONTRACTORS	SCOPE OF SERVICES	PERCENT OF CONTRACT	SLBE/ELBE (MBE/ WBE/DBE/ DVBE/OBE*)	WHERE CERTIFIED
PROTEUS Consulting 4087 Alabama Street, San Diego, CA 92104	Mechanical Engineering	1%	DBE, SLBE, WBE, MBE	City of San Diego, CUCP (Caltrans), Supplier Clearing House
Reddy Engineering Services, Inc. 3160 Camino del Rio South, Suite 103, San Diego, CA. 92108	Landscape Architecture	1%	DBE	CUCP (Caltrans)
San Dieguito Engineering, Inc. 1911 Palomar Oaks Way, Suite 200, Carlsbad, CA 92008	Topographic Survey and SWPP	5%	DBE, MBE, WBE	CUCP (Caltrans), Supplier Clearing House
The Engineering Partners, Inc. 10150 Meanley Drive, Suite 200, San Diego, CA 92131	Electrical Engineering	1%	MBE	Supplier Clearing House
West Coast Civil, Inc. 9740 Appaloosa Road, Suite 200, San Diego, CA 92131	Design Support, Hydrology/Hydraulic Analyses, & SWPPP	10%	DBE, SMBE, MBE	CUCP (Caltrans), Supplier Clearing House

List of Abbreviations:

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

\* Listed for informational purposes only.

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

**LIST OF 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
Structural Engineering	541330	N	N	6%
Mechanical Engineering*	541330	N	N	2.5%
Electrical Engineering* • Electrical Engineering • Instrumentation & Controls Engineering	541330	N	Y	2.5%
Topographic Survey	541370	N	N	10%
Geotechnical/Soils Engineering	541380	N	N	10%
Landscape Architecture	541320	N	N	1%
Utility Locating/Potholing	561990	N	N	2.5%
Architectural Services*	541310	N	N	1%
Traffic Control Planning & Engineering	541330	N	N	2.5%



**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
Title Company***	541191	N	N	1%
Engineering Services • Storm Water Pollution Prevention Plan** • Design Support** • Hydrology/Hydraulic Analyses**	541330	Y	Y	10%

\* Architecture, electrical engineering, and mechanical engineering disciplines have been included in alignment with the RFP's initial professional services and solicitation to DBEs in compliance with the WIFIA funding requirements, but are no longer anticipated as recently notified by Addendum No. 1.

\*\* These services were not part of our initial solicitation but were added in response to our review of West Coast Civil and San Dieguito Engineering Inc.'s qualifications.

\*\*\*Harris & Associates did not receive any qualifications from Title Companies. As a result this service will be fulfilled as part of Topographic Surveying

## SUMMARY OF SUBCONSULTANT PROPOSALS RECEIVED

Type of Services	NAICS CODES	Company Name	Selected (Y/N)	DBE	Non-DBE	Explanation for not Selecting
Geotechnical/Soils Engineering	541380	Allied Geotechnical Engineers, Inc.	Y	X		
Traffic Control Engineering	541330	JSE4 Engineering, Inc.	N	X		Selected a different DBE firm for this scope of work.
Structural Engineering	541330	Libby Engineers, Inc.	Y	X		
Electrical Engineering	541330	Linkture Consulting Engineers	N	X		Selected a different DBE firm for this scope of work.
Geotechnical/Soils Engineering	541380	Ninyo & Moore	Y	X		
Cultural Resources/Built Environment & GIS Mapping	541370, 541620	PanGIS, Inc.	N	X		Submitted quals for Cultural Resources/ Built Environment GIS Mapping, which Harris performs in-house and were not part of the services we solicited for.
Mechanical Engineering	541330	PROTEUS Consulting	Y	X		
Landscape Architecture	541320	Reddy Engineering Services, Inc.	Y	X		
Topographic Survey	541370	Robert J. Lung and Associates, Inc.	N	X		Service offerings do not align with RFP scope of work.
Topographic Survey	541370	VNuIT	N	X		Service offerings do not align with RFP scope of work.
Design Support, Hydrology/ Hydraulic Analyses, and SWPPP	541330	West Coast Civil	Y	X		
Subsurface Utility Locating/ Potholing	561990	AirX Utility Surveyors	Y	X		
Structural Engineering	541330	AMC Consulting, Inc.	N	X		Withdrew from consideration because RFP insurance limits were too high.
Traffic Control Planning & Engineering	541330	Bleux Skye Electric, Inc.	N	X		Selected a different DBE firm for this scope of work.
Traffic Control Planning & Engineering	541330	Hernandez, Kroone & Associates	Y	X		
Landscape Architecture	541320	Studio West Landscape Architecture & Planning	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
Electrical Engineering, Mechanical Engineering, Structural Engineering	541330	Getter Engineering, Inc. DBA: ProjectLine Technical Services	Y	X		
Testing Laboratories & Services (Environmental)	541380	Orange Coast Analytical, Inc.	N	X		Submitted quals for Testing Laboratories & Services (Enviromental) which was not a service/scope area solicited by Harris.
Geotechnical/Soils Engineering	541380	ABI Engineering	N	X		Selected a different DBE firm for this scope of work.
Traffic Control Planning & Engineering, Structural Engineering, Electrical Engineering	541330	EngAssist	N	X		Selected a different DBE firm for these scopes of work.
Structural Engineering, Architectural Engineering	541330, 541310	Mour Group Engineering + Design	Y	X		<u>Structural Engineering</u> • Selected a different DBE firm for this scope of work <u>Architectural Engineering</u> • Selected this DBE firm for this scope of work
Electrical Engineering	541330	The Engineering Partners, Inc.	Y	X		
Structural Engineering	541330	Smart Professional Structures Corp. DBA: The SPS Group	N	X		Selected a different DBE firm for this scope of work.
Topographic Surveying, Engineering Services (Stormwater Pollution Prevention Plan)	541370, 541330	San Dieguito Engineering, Inc.	Y	X		
Electrical Engineering, Mechanical Engineering, Structural Engineering	541330	Superb Engineer, Inc.	N	X		Selected a different DBE firm for these scopes of work.
Architectural Engineering	541310	CityWorks People + Places, 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
Topographic Survey	541380	Land Surveying Consultants, Inc.	Y		X	

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**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)
ABI Engineering Consultants, Inc.	1701 E. Edinger Ave Ste A9 Santa Ana CA, 92705	CPUC Database	12/19/22; 12/23/22	Email	Structural Engineering, Geotechnical/Soils Engineering	Yes
Advantec Consulting Engineers, Inc.	1200 Roosevelt Irvine, CA 92620	Caltrans/CUCP Database	12/19/22; 12/23/22	Email	Traffic Control Planning & Engineering	No
Aguirre Engineering, Inc.	8363 Center Dr, Ste 5A La Mesa, CA 91942	CPUC Database	12/19/22; 12/23/22	Email	Topographic Surveying	No
AirX Utility Surveyors, Inc.	785 E Mission Road, Ste 100 San Marcos, CA 92069	CPUC Database	12/19/22; 12/23/22	Email	Subsurface Utility Locating/ Potholing	Yes
Albert Wilson & Associates	17409 Valley Blvd, Unit 80 Fontana, CA 92316	Caltrans/CUCP Database	12/19/22; 12/23/22	Email	Traffic Control Planning & Engineering	No
Allied Geotechnical Engineers, Inc	9500 Cuyamaca Street, Ste 102 Santee, CA 92071	CPUC Database	12/19/22	Email	Geotechnical/Soils Engineering	Yes
Alyson Corporation	1233 Avenida Naranja, Ste 109 Ramona, CA 92065	CPUC Database	12/19/22; 12/23/22	Email	Topographic Surveying	No
AMC Consulting, Inc.	310 Via Vera Cruz, Ste 204 San Marcos, CA 92078	CPUC Database	12/19/22; 12/23/22	Email	Structural Engineering	Yes
AP Engineering and Testing, Inc.	2607 Pomona Blvd Pomona, CA 91768	CPUC Database	12/19/22; 12/23/22	Email	Geotechnical/Soils Engineering	No
AQX Engineering, Inc.	1520 Brookhollow, Ste 45 Santa Ana, CA 92705	Caltrans/CUCP Database	12/19/22; 12/23/22	Email	Structural Engineering	No
Aragón Geotechnical, Inc.	16801 Van Buren Blvd., Bldg B Riverside, CA 92504	CPUC Database	12/19/22; 12/23/22	Email	Geotechnical/Soils Engineering	No
Arcon Structural Engineers, Inc.	22391 Gilberto, Ste E Rancho Santa Margarite, CA 92688	CPUC Database	12/19/22; 12/23/22	Email	Mechanical Engineering, Structural Engineering	No
Arete Consulting Services, Inc.	300 Spectrum Center Dr., Ste 400 Irvine, CA 92618	CPUC Database	12/19/22; 12/23/22	Email	Mechanical Engineering	No
Argo Performance, Ltd.	12636 High Bluff Dr., Ste 400 San Diego, CA 92130	CPUC Database	12/19/22; 12/23/22	Email	Mechanical Engineering	No
Biogas Engineering	2321 E 28th Street, Ste 400 Signal Hill, CA 90755	CPUC Database	12/19/22; 12/23/22	Email	Mechanical Engineering	No

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DISADVANTAGE BUSINESS ENTERPRISE (DBE)**

Contractor Name	Contractor Address	How Located	Date of Contact	Contact Method	Service Description	Response (Yes/No)
Bleux Skye Electric, Inc.	584 Lincoln Ave Pomona CA, 91767	CPUC Database	12/19/22	Email	Traffic Control Planning & Engineering	Yes
Bowler & Associates	3505 Camino Del Rio S, Ste 336B San Diego, CA 92108	CPUC Database	12/19/22; 12/20/22; 12/23/22	Email; Phone	Title Company	No
Building Networks, Inc.	19936 Terra Bella Ct, #1230 Yorba Linda, CA 92866	CPUC Database	12/19/22; 12/23/22	Email	Electrical Engineering, Mechanical Engineering	No
California Locating Services, Inc.	3030 E. Coronado Street Anaheim, CA 92806	CPUC Database	12/19/22; 12/23/22	Email	Subsurface Utility Locating/ Potholing	No
California Testing Inspections, Inc.	15975 Vermont Ave Paramount, CA 90723	CPUC Database	12/19/22; 12/23/22	Email	Geotechnical/Soils Engineering	No
Calvada Surveying, Inc.	411 Jenks Circle, Ste 205 Corona, CA 92880	CPUC Database	12/19/22; 12/23/22	Email	Topographic Survey	No
CAP Architecture, Inc.	8700 Warner Ave, Ste 280 Fountain Valley, CA 92708	CPUC Database	12/19/11; 12/23/22	Email	Architecture	No
Cash Sutton III Incorporated	6728 Homan Street Chino, CA 91710	CPUC Database	12/19/22; 12/23/22	Email	Electrical Engineering	No
CDS Architects, Inc.	13280 Evening Creek Dr. South, Ste 125 San Diego, CA 92128	CPUC Database	12/19/22; 12/23/22	Email	Architecture	No
Century Calibrating, Inc.	1101 E 25th Street Signal Hill, CA 90755	CPUC Database	12/19/22; 12/23/22	Email	Geotechnical/Soils Engineering	No
Chen Ryan Associates, Inc.	3900 5th Avenue, Ste 310 San Diego, CA 92103	CPUC Database	12/19/22; 12/23/22	Email	Traffic Control Planning & Engineering	No
CityWorks People + Places, Inc.	1526 India Street, Unit E San Diego, CA 92101	CPUC Database	12/19/22; 12/23/22	Email	Architecture	Yes
CJ Roberts, Inc.	10515 Blue Granite Dr San Diego, CA 92127	CPUC Database	12/19/22; 12/23/22	Email	Traffic Control Planning & Engineering	No
CL Surveying And Mapping, Inc.	400 East Rincon Street, Ste 202 Corona	CPUC Database	12/19/22; 12/23/22	Email	Topographic Survey	No

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**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)
Clark Land Resources, Inc.	2943 Harris Drive Vista, CA 92084	CPUC Database	12/19/22; 12/23/22	Email	Title Company	No
Coast Surveying, Inc.	15031 Parkway Loop, Ste B Tustin, CA 92780	CPUC Database	12/19/22; 12/23/22	Email	Topographic Survey	No
Coastal Sage Landscape Architecture	936 Bluejack Rd., Studio 102 Encinitas, CA 92024	CPUC Database	12/19/22; 12/23/22	Email	Landscape Architecture	No
Cornerstore Studios, Inc.	951 E Santa Ana Blvd Santa Ana, CA 92701	CPUC Database	12/19/22; 12/23/22	Email	Landscape Architecture	No
CSW Funding, LLC	404 Euclid Ave 301 San Diego, CA 92114	CPUC Database	12/19/22; 12/23/22	Email	Title Company	No
CWE	1561 E Orangethorpe Ave, #240 Fullerton, CA 92831	CPUC Database	12/19/22; 12/23/22	Email	Traffic Control Planning & Engineering	Yes
David Choi & Associates Engineering, Inc.	26 Executive Park, Ste 170 Irvine, CA 92614	CPUC Database	12/19/22; 12/23/22	Email	Structural Engineering	No
DCI Pacific, Inc.	26 Executive Park, Ste 170 Irvine, CA 92614	CPUC Database	12/19/22; 12/23/22	Email	Architectural	No
DeLorenzo International, Inc.	3954 Murphy Canyon Rd, Ste D206 San Diego, CA 92123	CPUC Database	12/19/22; 12/23/22	Email	Landscape Architecture	Yes
Diaz Consultants, Inc.	1616 East 17th Street Santa Ana CA, 92705	CPUC Database	12/19/22; 12/23/22	Email	Geotechnical/Soils Engineering	No
Elements Architects, Inc.	6B Liberty, Ste 100 Aliso Viejo, CA 92656	CPUC Database	12/19/22; 12/23/22	Email	Landscape Architecture	No
EngAssist, LLC.	885 Orion Way San Marcos, CA 92078	CPUC Database	12/19/22; 12/22/22; 12/23/22	Email; Phone	Structural Engineering, Traffic Control Planning & Engineering, Electrical Engineering	Yes
ETA Consulting, Inc.	3665 Ruffin Road, Ste 307 San Diego, CA 92123	CPUC Database	12/19/22; 12/23/22	Email	Electrical Engineering	No
FJS Cable Engineering, Inc.	14340 Bolsa Chica Rd., Ste K Westminster, CA 92683	CPUC Database	12/19/22; 12/23/22	Email	Electrical Engineering	No

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DISADVANTAGE BUSINESS ENTERPRISE (DBE)**

Contractor Name	Contractor Address	How Located	Date of Contact	Contact Method	Service Description	Response (Yes/No)
Forkert Engineering & Surveying, Inc.	22311 Brookhurst St, Ste 203 Huntington Beach, CA 92646	CPUC Database	12/19/22; 12/23/22	Email	Topographic Survey	No
Getter Engineering, Inc. DBA: ProjectLine Technical Services			12/19/22; 12/23/22	Email	Electrical Engineering, Structural Engineering, Mechanical Engineering	Yes
Gillis Panichapan Architects Inc.	2900 Bristol St #G205, Costa Mesa, CA 92626	CPUC Database	12/19/22; 12/23/22	Email	Architectural Engineering	No
H2S Engineers, Inc.	1124 N Boatswain Circle, Anaheim, CA 92801	CPUC Database	12/19/22; 12/23/22	Email	Electrical Engineering, Mechanical Engineering	No
Hernandez, Kroone & Associates	234 East Drake Drive San Bernardino, CA 92408	CPUC Database	12/19/22; 12/23/22	Email	Traffic Control Planning & Engineering	Yes
Hunter Pacific Group	160 W. Island Avenue San Diego, CA 92110	CPUC Database	12/19/22; 12/23/22	Email	Electrical Engineering, Mechanical Engineering	No
Hydro10 Consulting	9171 Towne Centre Dr., Unit 210 San Diego, CA 92122	CPUC Database	12/19/22; 12/23/22	Email	Electrical Engineering	No
ICI Engineers, Inc.	4000 W. Valley Blvd., Ste 105 Walnut, CA 91789	CPUC Database	12/19/22; 12/23/22	Email	Mechanical Engineering	No
Inland Metro Services, Inc.	876 North Mountain Ave, Ste 200-U, Upland, CA 91786	CPUC Database	12/19/22; 12/23/22	Email	Electrical Engineering	No
InVision Architecture, Inc.	1924 Maple Ave, Unit 1 Costa Mesa, CA 92627	CPUC Database	12/19/22; 12/23/22	Email	Architectural Engineering	No
Ironstep Construction & Engineering LLC	3450 E Spring St, Ste 210 Long Beach, CA 90806	CPUC Database	12/19/22; 12/23/22	Email	Electrical Engineering	No
J&B Engineers, Surveyors	13670 Danielson St, Ste G Poway, CA 92064	CPUC Database	12/19/22; 12/23/22	Email	Topographic Survey	No
JIG Consultants	318 W Katella Ave, Ste A Orange, CA 92867	CPUC Database	12/19/22; 12/23/22	Email	Mechanical Engineering	No
JMDiaz, Inc.	18645 E Gale Ave, Ste 212 City of Industry, CA 91748	CPUC Database	12/19/22; 12/23/22	Email	Traffic Control Planning & Engineering	No

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**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)
JSE4 Engineering, Inc.	113 Clear Falls Irvine, CA 92602	CPUC Database	12/19/22	Email	Traffic Control Planning & Engineering	Yes
K&B Electric, LLC	23905 Clinton Keith Road #114-227, Wildomar, CA 92595	CPUC Database	12/19/22; 12/23/22	Email	Traffic Control Planing & Engineering	No
Kawamura Investments, Inc.	17530 Von Karman Ave, Ste 200 Irvine, CA 92614	CPUC Database	12/19/22; 12/23/22	Email	Traffic Control Planning & Engineering	No
KSU Engineering, LLC.	3956 Nobel Dr, Unit 201 San Diego, CA 92122	CPUC Database	12/19/22; 12/23/22	Email	Electrical Engineering, Mechanical Engineering	No
KSB Associated, Inc.	751 Weir Canyon Rd, Ste 157 Anaheim, CA 92808	CPUC Database	12/19/22; 12/23/22	Email	Structural Engineering	No
Kwang W. Chang Architect P.C.	8333 E Foothill Blvd., Ste 103 Rancho Cucamonga, CA 91730	CPUC Database	12/19/22; 12/23/22	Email	Architectural Engineering	No
Libby Engineers, Inc. DBA: Martin & Libby (M&L)	4452 Glacier Ave San Diego, CA 92120	CPUC Database	12/19/22	Email	Structural Engineering	Yes
LIN Consulting, Inc.	21660 E Copley Dr. #270 Diamond Bar, CA 91765	CPUC Database	12/19/22; 12/23/22	Email	Electrical Engineering, Traffic Control Planning & Engineering	No
Linkture Corp.	15 Flagstone Trabuco Canyon, CA 92679	CPUC Database	12/19/22; 12/20/22	Email	Electrical Engineering	Yes
Lopez Engineering, Inc.	7710 Balboa Ave, Ste 224A San Diego, CA 92111	CPUC Database	12/19/22; 12/23/22	Email	Electrical Engineering	Yes
MTGL Inc.	2992 E La Palma Ave, Ste A Santa Ana, CA 92705	CPUC Database	12/19/22; 12/23/22	Email	Geotechnical/Soils Engineering	No
MAA Architects	330 Rancheros Dr., Ste 110 San Marcos, CA 92069	CPUC Database	12/19/22; 12/23/22	Email	Architectural Services	No
MARRS Services, Inc.	340 E Commonwealth Ave Fullerton CA 92832	CPUC Database	12/19/22; 12/23/22	Email	Architectural Services	No
Marum Partnership	10664 Weatherhill Court San Diego, CA 92131	CPUC Database	12/19/22; 12/22/22	Email; Phone	Landscape Architecture	Yes
Mour Group Engineering + Design	6593 Riverdale St, San Diego, CA 92120	CPUC Database	12/19/22; 12/23/22	Email	Structural Engineering, Architectural Engineering	Yes

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DISADVANTAGE BUSINESS ENTERPRISE (DBE)**

Contractor Name	Contractor Address	How Located	Date of Contact	Contact Method	Service Description	Response (Yes/No)
Orange Coast Analytical, Inc.	3002 Dow Ave, Tustin, CA 92780	CPUC Database	12/19/22; 12/23/22	Email	Testing Laboratories & Services (Environmental)	Yes
Ninyo & Moore Geotechnical and Environmental Sciences Consultants	5710 Ruffin Rd San Diego, CA 92123	CPUC Database	12/19/22	Email	Geotechnical/Soils Engineering	Yes
P. A. Arca Engineering, Inc.	500 E Carson Plaza Dr., Ste 201 Carson, CA 90746	CPUC Database	12/19/22; 12/23/22	Email	Topographic Survey	No
PanGIS, Inc.	6353 El Camino Real Ste B Carlsbad, CA 92009	PanGIS reached out to Harris	12/21/22; 12/27/22	Email	Cultural Resources/Built Environment, GIS Mapping	Yes
Polytechnique Environmental, Inc.	13337 South St, Ste 114 Cerritos, CA 90703	CPUC Database	12/19/22; 12/23/22	Email	Mechanical Engineering	No
Power Engineering Services, Inc.	2703 Saturn St Brea, CA 92821	CPUC Database	12/19/22; 12/23/22	Email	Electrical Engineering	No
Prima Service, Inc.	955 Postal Way, #49 Vista, CA 92083	CPUC Database	12/19/22; 12/23/22	Email	Title Company	No
Proteus Consulting	4087 Alabama St San Diego, CA	CPUC Database	12/19/22	Email	Mechanical Engineering	Yes
RAR Engineering	2900 4th Avenue, Ste 201 San Diego, CA 92103	Caltrans/CUCP Database	12/19/22; 12/23/22	Email	Structural Engineering	No
River Focus	4630 Miramonte Ste. La Mesa, CA 91941	River Focus reached out to Harris	12/9/22; 12/20/22; 12/23/22	Email	Engineering Services (Hydrology and Hydraulics)	Yes
Reddy Engineering Services, Inc.	9655 Granite Ridge Drive, #200 San Diego, CA 92123	CPUC Database	12/19/22	Email	Landscape Architecture	Yes
Richard Yen & Associates Architects & Planners, Inc	4747 Morena Blvd, Ste 101 San Diego, CA 92117	CPUC Database	12/19/22; 12/23/22	Email	Architectural Engineering	No
Robert J. Lung & Associates, Inc.	2832 Walnut Ave, Ste E Tustin, CA 92780	CPUC Database	12/19/22	Email	Topographic Survey	Yes

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DISADVANTAGE BUSINESS ENTERPRISE (DBE)**

Contractor Name	Contractor Address	How Located	Date of Contact	Contact Method	Service Description	Response (Yes/No)
Rubicon Engineering Corporation	12831 Newport Ave, Ste 200 Tustin, CA 92780	CPUC Database	12/19/22; 12/23/22	Email	Structural Engineering	No
Saddleback Surveys, Inc.	9 Corporate Park, Ste 110 Irvine, CA 92606	CPUC Database	12/19/22; 12/23/22	Email	Topographic Survey	No
Safe Utility Exposure, Inc.	2436 Almira Ave Fullerton, CA 92831	CPUC Database	12/19/22; 12/23/22	Email	Subsurface Utility Locating/ Potholing	No
Samearth Consulting Engineers, Inc.	6675 Mission George Rd, Unit B102, San Diego, CA 92120	CPUC Database	12/19/22; 12/23/22	Email	Electrical Engineering	No
San Dieguito Engineering, Inc.	1911 Palomar Oaks Way, Ste 200 Carlsbad, CA 92008	CPUC Database	12/19/22; 12/23/22; 1/05/2023	Email	Topographic Survey, Engineering Services (Stormwater Pollution Prevention Plan)	Yes
Smart Professional Structures Corp. (The SPS Corp.)	23362 Peralta Dr #1 Laguna Hills, CA 92653	Caltrans/CUCP Database	12/19/22;12/20/22 12/23/22	Email; Phone	Structural Engineering	Yes
Solved Engineering Inc.	1223 Cleaveland Ave, Ste 200 San Diego, CA 92103	CPUC Database	12/19/22; 12/23/22	Email	Electrical Engineering	No
Studio West Landscape Architecture and Planning	3625 Ruffin Rd, Ste 108 San Diego, CA 92123	CPUC Database	12/19/22	Email	Landscape Architecture	Yes
Studiopi2 Inc.	420 Goddard, Ste 200 Irvine, CA 92618	CPUC Database	12/19/22; 12/23/22	Email	Landscape Architecture	No
Sun Engineering Services, Inc.	5405 Garden Grove Blvd, Ste 300, Westminster, CA 92683	CPUC Database	12/19/22; 12/23/22	Email	Electrical Engineering, Mechanical Engineering	No
Superb Engineer, Inc.	14050 Cherry Ave, Ste R 388 Fontana, CA 92337	CPUC Database	12/19/22; 12/23/22; 1/04/23	Email	Electrical Engineering, Mechanical Engineering, Structural Engineering	Yes
Synergos, Inc.	18780 Amar Rd, Ste 103 Walnut, CA 91789	CPUC Database	12/19/22; 12/23/22	Email	Mechanical Engineering, Electrical Engineering	Yes
Tatsumi and Partners, Inc.	49 Discovery, Ste 120 Irvine CA 92618	CPUC Database	12/19/22; 12/23/22	Email	Landscape Architecture	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)
Terra Pacific Group, Inc.	13900 Alton Parkway, Ste 122 Irvine, CA 92610	CPUC Database	12/19/22; 12/23/22	Email	Landscape Architecture	No
The American Engineers	731 East Ball Rd, Ste 204 Anaheim, CA 92805	CPUC Database	12/19/22; 12/23/22	Email	Electrical Engineering, Mechanical Engineering	No
The Engineering Partners, Inc.	10150 Meanley Dr, Ste 200 San Diego, CA 92131	CPUC Database	12/19/22; 12/23/22	Email	Electrical Engineering	Yes
Trinity Geotechnical Engineering, Inc.	13230 Evening Creek Dr, Ste 206 San Diego, CA 92128	CPUC Database	12/19/22; 12/23/22	Email	Geotechnical/Soils Engineering	No
Ultra Engineering Contractors, Inc.	36806 Pebley Court Winchester, CA 92596	CPUC Database	12/19/22; 12/23/22	Email	Subsurface Utility Locating/ Potholing	No
Vasquez Marshall Architects	13220 Evening Creek Dr #117 San Diego, CA 92128	CPUC Database	12/19/22; 12/23/22	Email	Architectural Engineering	No
VNUIT, LLC	5425 Mission Rd Bonsall, CA 92003	CPUC Database	12/19/22	Email	Topographic Survey	Yes
West Coast Civil	9740 Appaloose Rd, Ste 200 San Diego, CA 92131	Existing Teaming Relationship	12/8/22; 12/20/22	Email	Design Support, Hydrology/ Hydraulic Analyses, and SWPPP	Yes
Westgroup Designs, Inc.	19520 Jamboree Rd, Ste 100 Irvine, CA 92612	CPUC Database	12/19/22; 12/23/22	Email	Architectural Engineering	No
Win-Win Consulting, Inc.	495 East Rincon St, Ste 110 Corona, CA 92879	Caltrans/CUCP Database	12/19/22; 12/23/22	Email	Title Company	No
Zicali, Inc.	519 Stratford Court, Unit L Del Mar, CA 92014	CPUC Database	12/19/22; 12/23/22	Email	Electrical Engineering	No

**USE ADDITIONAL FORMS AS NECESSARY**



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

A Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE<sup>1</sup> subcontractor<sup>2</sup> the opportunity to describe work received and/or report any concerns regarding the funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the DBE Coordinator at any time during the project period of performance.

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

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

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

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

**FORM 4500-2 (DBE Subcontractor Participation Form)**



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

Subcontractor Signature	Print Name
Title	Date

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

**Send completed Form 4500-2 to:**  
 Mr. Joe Ochab, DBE Coordinator  
 US EPA, Region 9  
 75 Hawthorne Street  
 San Francisco, CA 94105

**FORM 4500-2 (DBE Subcontractor Participation Form)**



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

This form is intended to capture the DBE<sup>1</sup> subcontractor's<sup>2</sup> description of work to be performed and the price of the work submitted to the prime contractor. A Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name AirX Utility Surveyors, Inc.		Project Name As-Needed Stormwater Design & Engineering Services	
Bid / Proposal No. H2326146, H2326147, H2326148, & H2326149	Assistance Agreement ID No. (if known)	Point of Contact Emily Fraser	
Address 785 E Mission Rd, Ste 102, San Marcos, CA 92069			
Telephone No. 760.480.2347		Email Address estimating@airxus.com	
Prime Contractor Name Harris & Associates, Inc.		Issuing/Funding Entity City of San Diego, Purchasing & Contracting - Public Works Division	


Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
	Subsurface Utility Locating/Potholing	2.5%
DBE Certified By: DOT <input type="checkbox"/> SBA <input type="checkbox"/> Other: <u>CPUC (Caltrans), Supplier Clearinghouse</u>		Meets/exceeds EPA certification standards? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> Unknown <input type="checkbox"/>


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

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

ATTACHMENT HH

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

Prime Contractor Signature	Print Name
	Frank Lopez, PE, QSD
Title	Date
Vice President, Engineering Services	January 26, 2023

Subcontractor Signature	Print Name
	Emily Fraser
Title	Date
Estimator	1/3/2023

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



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

This form is intended to capture the DBE<sup>1</sup> subcontractor's<sup>2</sup> description of work to be performed and the price of the work submitted to the prime contractor. A Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name Allied Geotechnical Engineers, Inc.		Project Name As-Needed Stormwater Design & Engineering Services	
Bid / Proposal No. H2326146, H2326147, H2326148, & H2326149	Assistance Agreement ID No. (if known)	Point of Contact Sani Sutanto	
Address 9500 Cuyamaca St, Ste 102, Santee, CA 92071			
Telephone No. 619.449.5900		Email Address s_sutanto@alliedgeo.org	
Prime Contractor Name Harris & Associates, Inc.		Issuing/Funding Entity City of San Diego, Purchasing & Contracting - Public Works Division	

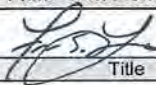
Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
	Geotechnical/Soils Engineering	5%
DBE Certified By: DOT <input type="checkbox"/> SBA <input type="checkbox"/> Other: <u>CUCP (LACMTA), Supplier Clearinghouse</u>		Meets/exceeds EPA certification standards? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> Unknown <input type="checkbox"/>


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

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

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Prime Contractor Signature	Print Name
	Frank Lopez, PE, QSD
Title	Date
Vice President, Engineering Services	January 26, 2023

Subcontractor Signature	Print Name
	JAMI SUTANTO
Title	Date
Principal	JANUARY 18, 2023

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





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

This form is intended to capture the DBE<sup>1</sup> subcontractor's<sup>2</sup> description of work to be performed and the price of the work submitted to the prime contractor. A Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name Getter Engineering, Inc. DBA ProjectLine Technical Services		Project Name As-Needed Stormwater Design & Engineering Services
Bid / Proposal No. H2326146, H2326147, H2326148, & H2326149	Assistance Agreement ID No. (if known)	Point of Contact Robert Getter
Address 2900 Bristol, D-103, Costa Mesa, CA 92626		
Telephone No. 949.351.9718	Email Address rgetter@projectlineTS.com	
Prime Contractor Name Harris & Associates, Inc.	Issuing/Funding Entity City of San Diego, Purchasing & Contracting - Public Works Division	


Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
	Mechanical, Electrical, and Structural Engineering	5%
DBE Certified By: DOT <input type="checkbox"/> SBA <input type="checkbox"/> Other: <u>CUCP (Caltrans), Supplier Clearinghouse</u>		Meets/exceeds EPA certification standards? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> Unknown <input type="checkbox"/>

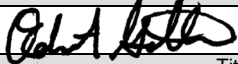
<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards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

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

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Prime Contractor Signature	Print Name
	Frank Lopez, PE, QSD
Title	Date
Vice President, Engineering Services	January 26, 2023

Subcontractor Signature	Print Name
	Robert Getter
Title	Date
Principal Engineer	1/12/23

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



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

This form is intended to capture the DBE<sup>1</sup> subcontractor's<sup>2</sup> description of work to be performed and the price of the work submitted to the prime contractor. A Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name Hernandez, Kroone & Associates, Inc.		Project Name As-Needed Stormwater Design & Engineering Services
Bid / Proposal No. H2326146, H2326147, H2326148, & H2326149	Assistance Agreement ID No. (if known)	Point of Contact Anne M. Hernandez
Address 234 East Drake Drive, San Bernardino, CA 92408		
Telephone No. 909.884.3222	Email Address anneh@hkagroup.com	
Prime Contractor Name Harris & Associates, Inc.	Issuing/Funding Entity City of San Diego, Purchasing & Contracting - Public Works Division	


Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
	Traffic Control Planning & Engineering	2.5%
DBE Certified By: DOT <input type="checkbox"/> SBA <input type="checkbox"/> Other: <u>Supplier Clearinghouse</u>		Meets/exceeds EPA certification standards? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> Unknown <input type="checkbox"/>

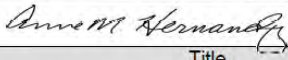
<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards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

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ATTACHMENT HH

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Prime Contractor Signature	Print Name
	Frank Lopez, PE, QSD
Title	Date
Vice President, Engineering Services	January 26, 2023

Subcontractor Signature	Print Name
	Anne M. Hernandez, PE
Title	Date
Principal	1/18/2023

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



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

This form is intended to capture the DBE<sup>1</sup> subcontractor's<sup>2</sup> description of work to be performed and the price of the work submitted to the prime contractor. A Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name Libby Engineers, Inc. DBA Martin & Libby		Project Name As-Needed Stormwater Design & Engineering Services
Bid / Proposal No. H2326146, H2326147, H2326148, & H2326149	Assistance Agreement ID No. (if known)	Point of Contact Jean Libby
Address 4452 Glacier Avenue, San Diego, CA 92120		
Telephone No. 619.280.9307	Email Address jlibby@martinandlibby.com	
Prime Contractor Name Harris & Associates, Inc.	Issuing/Funding Entity City of San Diego, Purchasing & Contracting - Public Works Division	

Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
	Structural Engineering	5%
DBE Certified By: DOT <input type="checkbox"/> SBA <input type="checkbox"/> Other: <u>CUCP (Caltrans), Supplier Clearinghouse</u>		Meets/exceeds EPA certification standards? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> Unknown <input type="checkbox"/>


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ATTACHMENT HH

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Prime Contractor Signature	Print Name
	Frank Lopez, PE, QSD
Title	Date
Vice President, Engineering Services	January 26, 2023

Subcontractor Signature	Print Name
Jean M. Libby <small>Digitally signed by Jean M. Libby DN: cn=Jean M. Libby, o=Martin &amp; Libby, ou, email=jlliby@libby- les.com, c=US Date: 2023.01.18 11:29:45 -08'00'</small>	Jean M. Libby
Title	Date
President	January 18, 2023

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

**FORM 4500-3 (DBE Subcontractor Performance Form)**



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

This form is intended to capture the DBE<sup>1</sup> subcontractor's<sup>2</sup> description of work to be performed and the price of the work submitted to the prime contractor. A Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name Mour Group Engineering + Design		Project Name As-Needed Stormwater Design & Engineering Services
Bid / Proposal No. H2326146, H2326147, H2326148, & H2326149	Assistance Agreement ID No. (if known)	Point of Contact Glenn Mouritzen
Address 6593 Riverdale Street, San Diego, CA 92120		
Telephone No. 619.727.4800	Email Address glenn@mourgroupp.com	
Prime Contractor Name Harris & Associates, Inc.	Issuing/Funding Entity City of San Diego, Purchasing & Contracting - Public Works Division	


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

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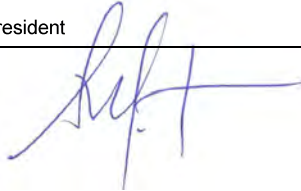
<sup>2</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

ATTACHMENT HH

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

Prime Contractor Signature	Print Name
	Frank Lopez, PE, QSD
Title	Date
Vice President, Engineering Services	January 26, 2023

Subcontractor Signature	Print Name
	Glenn Mouritzen
Title	Date
President	January 10, 2023



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



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

This form is intended to capture the DBE<sup>1</sup> subcontractor's<sup>2</sup> description of work to be performed and the price of the work submitted to the prime contractor. A Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name Ninyo & Moore Geotechnical & Environmental Sciences Consultants		Project Name As-Needed Stormwater Design & Engineering Services
Bid / Proposal No. H2326146, H2326147, H2326148, & H2326149	Assistance Agreement ID No. (if known)	Point of Contact Jeffrey T. Kent
Address 5710 Ruffin Rd, San Diego, CA 92123		
Telephone No. 858.576.1000	Email Address jkent@ninyoandmoore.com	
Prime Contractor Name Harris & Associates, Inc.	Issuing/Funding Entity City of San Diego, Purchasing & Contracting - Public Works Division	


Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
	Geotechnical/Soils Engineering	5%
DBE Certified By: DOT <input type="checkbox"/> SBA <input type="checkbox"/> Other: City/County of Los Angeles, _____		Meets/exceeds EPA certification standards? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> Unknown <input type="checkbox"/>
Supplier Clearinghouse		


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Prime Contractor Signature	Print Name
	Frank Lopez, PE, QSD
Title	Date
Vice President, Engineering Services	January 26, 2023

Subcontractor Signature	Print Name
	Jeffrey T. Kent
Title	Date
Principal Engineer	January 5, 2023

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





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

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Subcontractor Name PROTEUS Consulting		Project Name As-Needed Stormwater Design & Engineering Services	
Bid / Proposal No. H2326146, H2326147, H2326148, & H2326149	Assistance Agreement ID No. (if known)	Point of Contact Soma Bhadre	
Address 4087 Alabama Street, San Diego, CA 92104			
Telephone No. 858.353.2805		Email Address soma@consult-proteus.com	
Prime Contractor Name Harris & Associates, Inc.		Issuing/Funding Entity City of San Diego, Purchasing & Contracting - Public Works Division	

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


Supplier Clearinghouse

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

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Prime Contractor Signature	Print Name
	Frank Lopez, PE, QSD
Title	Date
Vice President, Engineering Services	January 26, 2023

Subcontractor Signature	Print Name
<i>Soma Bhadra</i>	Soma Bhadra
Title	Date
CEO, PROTEUS Consulting	January 20, 2023

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



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

This form is intended to capture the DBE<sup>1</sup> subcontractor's<sup>2</sup> description of work to be performed and the price of the work submitted to the prime contractor. A Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name Reddy Engineering Services, Inc.		Project Name As-Needed Stormwater Design & Engineering Services
Bid / Proposal No. H2326146, H2326147, H2326148, & H2326149	Assistance Agreement ID No. (if known)	Point of Contact David Preciado
Address 3160 Camino del Rio South, Ste 103, San Diego, CA 92108		
Telephone No. 619.887.0833	Email Address david@reddyengineering.com	
Prime Contractor Name Harris & Associates, Inc.	Issuing/Funding Entity City of San Diego, Purchasing & Contracting - Public Works Division	


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


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

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

ATTACHMENT HH

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

Prime Contractor Signature	Print Name
	Frank Lopez, PE, QSD
Title	Date
Vice President, Engineering Services	January 26, 2023

Subcontractor Signature	Print Name
	David Preciado
Title	Date
Principal Landscape Architect	01-18-2023

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



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

This form is intended to capture the DBE<sup>1</sup> subcontractor's<sup>2</sup> description of work to be performed and the price of the work submitted to the prime contractor. A Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name San Dieguito Engineering, Inc.		Project Name As-Needed Stormwater Design & Engineering Services
Bid / Proposal No. H2326146, H2326147, H2326148, & H2326149	Assistance Agreement ID No. (if known)	Point of Contact Annie Aguilar
Address 1911 Palomar Oaks Way, Ste 200, Carlsbad, CA 92008		
Telephone No. 858.345.1149, ext 1160	Email Address aaguilar@sdeinc.com	
Prime Contractor Name Harris & Associates, Inc.	Issuing/Funding Entity City of San Diego, Purchasing & Contracting - Public Works Division	

Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
	Topographic Survey and SWPPP Title Company Services as-needed	5%
DBE Certified By: DOT <input type="checkbox"/> SBA <input type="checkbox"/> Other: <u>CUCP (Caltrans), Supplier Clearinghouse</u>		Meets/exceeds EPA certification standards? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> Unknown <input type="checkbox"/>

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

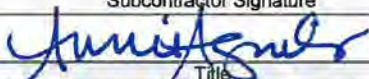
<sup>2</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.



ATTACHMENT HH

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

Prime Contractor Signature	Print Name
	Frank Lopez, PE, QSD
Title	Date
Vice President, Engineering Services	January 26, 2023

Subcontractor Signature	Print Name
	Annie Aguilar
Title	Date
President	1-18-2023

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



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

This form is intended to capture the DBE<sup>1</sup> subcontractor's<sup>2</sup> description of work to be performed and the price of the work submitted to the prime contractor. A Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name The Engineering Partners, Inc.		Project Name As-Needed Stormwater Design & Engineering Services
Bid / Proposal No. H2326146, H2326147, H2326148, & H2326149	Assistance Agreement ID No. (if known)	Point of Contact Romeo Flores
Address 10150 Meanley Drive, Ste 200, San Diego, CA 92131		
Telephone No. 858.824.1761	Email Address romeo@engineeringpartners.com	
Prime Contractor Name Harris & Associates, Inc.	Issuing/Funding Entity City of San Diego, Purchasing & Contracting - Public Works Division	


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


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

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

ATTACHMENT HH

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

Prime Contractor Signature	Print Name
	Frank Lopez, PE, QSD
Title	Date
Vice President, Engineering Services	January 26, 2023

Subcontractor Signature	Print Name
	Romeo Flores, P.E.
Title	Date
President	January 20, 2023

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

**FORM 4500-3 (DBE Subcontractor Performance Form)**



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

This form is intended to capture the DBE<sup>1</sup> subcontractor's<sup>2</sup> description of work to be performed and the price of the work submitted to the prime contractor. A Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name West Coast Civil, Inc.		Project Name As-Needed Stormwater Design & Engineering Services	
Bid / Proposal No. H2326146, H2326147, H2326148, & H2326149	Assistance Agreement ID No. (if known)	Point of Contact Kyle McCarty	
Address 9740 Appaloosa Road, Ste 200, San Diego, CA 92131			
Telephone No. 858.869.1332		Email Address kyle@westcoastcivil.com	
Prime Contractor Name Harris & Associates, Inc.		Issuing/Funding Entity City of San Diego, Purchasing & Contracting - Public Works Division	

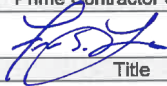
Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
	Design Support, Hydrology/Hydraulic Analyses, and SWPPP	10%
DBE Certified By: DOT <input type="checkbox"/> SBA <input type="checkbox"/> Other: <u>CUCP (Caltrans), Supplier Clearinghouse</u>		Meets/exceeds EPA certification standards? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> Unknown <input type="checkbox"/>

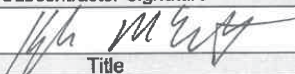
<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards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

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

ATTACHMENT HH

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

<b>Prime Contractor Signature</b>	<b>Print Name</b>
	Frank Lopez, PE, QSD
<b>Title</b>	<b>Date</b>
Vice President, Engineering Services	January 26, 2023

<b>Subcontractor Signature</b>	<b>Print Name</b>
	Kyle McCarty
<b>Title</b>	<b>Date</b>
PRINCIPAL ENGINEER	1/6/2023

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



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

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE<sup>1</sup> subcontractor's<sup>2</sup> and the estimated dollar amount of each subcontract. A Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name Harris & Associates, Inc.		Project Name As-Needed Stormwater Design & Engineering Services	
Bid / Proposal No. H2326146, H2326147, H2326148, & H2326149	Assistance Agreement ID No. (if known)	Point of Contact Jason Caprio, PE, PMP	
Address 600 B Street, #2000, San Diego, CA 92101			
Telephone No. 661.319.9251		Email Address Jason.Caprio@weareharris.com	
Issuing/Funding Entity City of San Diego, Purchasing & Contracting - Public Works Division			

I have identified potential DBE certified subcontractors.      YES     NO

If yes, please complete the table below. If no, please explain:

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

--Continue on back if needed--

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


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



Subcontractor Name/ Company Name	Company Address / Phone / Email	Estimated Dollar Amount	Currently DBE Certified?
AirX Utility Surveyors	795 East Mission Road, San Marcos, CA 92069 760.480.2347 estimating@airxus.com	2.5%	Yes
Allied Geotechnical Engineers, Inc.	9500 Cuyamaca St, Suite 102 Santee, CA 92071 619.449.5900 s_sutanto@alliedgeo.org	5%	Yes
Getter Engineering Inc. DBA ProjectLine Technical Services	2900 Bristol D-103 Costa Mesa, CA 92626 949.351.9718 rgetter@ProjectLineTS.com	5%	Yes
Hernandez, Kroone & Associates, Inc.	234 East Drake Drive San Bernardino, CA 92408 909.884.3222 anneh@hkagroup.com	2.5%	Yes
Land Surveying Consultants, Inc.	Inc. 318 State Place, Escondido, CA 92029 760.519.3157 kbrewer@4lscinc.com	5%	No
Libby Engineers, Inc. DBA Martin & Libby (M&L)	4452 Glacier Ave San Diego, CA 92120 619.280.9307 jlibby@martinandlibby.com	5%	Yes
Mour Group Engineering + Design	6593 Riverdale St, San Diego, CA 92120 619.727.4800 glenn@mourgroupp.com	1%	Yes
Ninyo & Moore Geotechnical and Environmental Services Consultants	5710 Ruffin Rd San Diego, CA 92123 858.576.1000 jkent@ninyoandmoore.com	5%	Yes
PROTEUS Consulting	4087 Alabama Street San Diego, CA 92104 858.353.2805 soma@consult-proteus.com	1%	Yes
Reddy Engineering Services, Inc.	3160 Camino del Rio South, #103 San Diego, CA 92108 619.887.0833 david@reddyengineering.com	1%	Yes
San Dieguito Engineering, Inc.	1911 Palomar Oaks Way, Suite 200 Carlsbad, CA 92008 858.345.1160 aaguilar@sdeinc.com	5%	Yes
The Engineering Partners, Inc.	10150 Meanley Srive, Suite 200 San Diego, CA 92131 858.824.1761 romeo@engineeringpartners.com	1%	Yes
West Coast Civil, Inc.	9740 Appaloosa Road, Suite 200, San Diego, CA 92131 858.869.1332 kyle@westcoastcivil.com	10%	Yes

ATTACHMENT II

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

Prime Contractor Signature	Print Name
	Frank Lopez, PE, QSD
Title	Date
Vice President, Engineering Services	January 26, 2023

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

**FORM 4500-4 (DBE Subcontractor Utilization Form)**



**STATE WATER RESOURCES CONTROL BOARD – DIVISION OF FINANCIAL ASSISTANCE  
DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION  
CALIFORNIA STATE REVOLVING FUNDS (CASRF)  
FORM UR-334**

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

**Email Form UR-334 to:**  
[DrinkingWaterSRF@waterboards.ca.gov](mailto:DrinkingWaterSRF@waterboards.ca.gov) OR [CleanWaterSRF@waterboards.ca.gov](mailto:CleanWaterSRF@waterboards.ca.gov)

**Questions may be directed to:**  
 Barbara August, SWRCB  
[Barbara.August@waterboards.ca.gov](mailto:Barbara.August@waterboards.ca.gov)  
 Phone: (916) 341-6952  
 Fax: (916) 327-7469

- \*\*Procurement Type:**
1. Construction
  2. Supplies
  3. Services (includes business services; professional services; repair services and personnel services)
  4. Equipment

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

**INSTRUCTIONS FOR COMPLETING FORM UR-334**

- Box 1** Grant or Financing Agreement Number.
- Box 2** Annual reporting period.
- Box 3** Enter the dates between which you made procurements under this financing agreement or grant.
- Box 4** Enter the total amount of payments paid to the contractor or sub-contractors during this reporting period.
- Box 5** Enter Recipient's Name and Address.
- Box 6** Enter Recipient's Contact Name and Phone Number.
- Box 7** Enter details for the DBE purchases only and be sure to limit them to the current period.  
1) Use either an "R" or a "C" to represent "Recipient" or "Contractor."  
2) Enter a dollar total for DBE and total the two columns at the bottom of the section.  
3) Provide the payment date.  
4) Enter a product type choice from those at the bottom of the page.  
5) List the vendor name and address in the right-hand column
- Box 8** Initial here if no DBE contractors or sub-contractors were paid during this reporting period.
- Box 9** Initial this box only if all purchases under this financing agreement or grant have been completed during this reporting period or a previous period. If you initial this box, we will no longer send you a survey.
- Box 10** This box is for explanatory information or questions.
- Box 11** Provide an authorized representative signature.
- Box 12** Enter the date form completed.

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

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

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

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

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

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

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

**DISCLOSURE DETERMINATION FOR CONSULTANT**

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

- 1. Department / Board / Commission / Agency Name: City of San Diego, Engineering & Capital Projects Department
- 2. Name of Specific Consultant & Company: Jason Caprio  
Harris & Associates, Inc.
- 3. Address, City, State, ZIP 600 B Street, #2000  
San Diego, CA 92101
- 4. Project Title (as shown on 1472, "Request for Council Action") As-Needed Stormwater Design & Engineering Services  
H2326146
- 5. Consultant Duties for Project: Provide professional stormwater design & engineering services

6. Disclosure Determination [select applicable disclosure requirement]:

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

**- or -**

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

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

**- or -**

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

By: Carrie Purcell  
Carrie Purcell, Deputy Director

4/14/23  
[Date]

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



**DEFINITION OF “CONSULTANT”**

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

- (A) Makes a governmental decision whether to:
  - 1. Approve a rate, rule or regulation;
  - 2. Adopt or enforce a law;
  - 3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
  - 4. Authorize the City to enter into, modify, or renew a contract provided it is the type of contract that requires City approval;
  - 5. Grant City approval to a contract that requires City approval and to which the City is a party, or to the specifications for such a contract;
  - 6. Grant City approval to a plan, design, report, study, or similar item;
  - 7. Adopt, or grant City approval of, policies, standards, or guidelines for the City, or for any subdivision thereof; or
  
- (B) Serves in a staff capacity with the City and in that capacity participates in making a governmental decision as defined in Regulation 18702.2 or performs the same or substantially all the same duties for the City that would otherwise be performed by an individual holding a position specified in the City's Conflict of Interest Code.

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

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

**CITY OF SAN DIEGO CONSULTANT PERFORMANCE EVALUATION**

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

**Section I PROJECT INFORMATION**

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

**Section II SPECIFIC RATINGS**

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

**Section II**

**SPECIFIC RATINGS Continued**

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

**Section III**

**SUPPLEMENTAL INFORMATION**

(Please ensure to attach additional documentation as needed.)

(Supporting documentation attached: Yes  No )

**Section IV**

**FINAL RATING**

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

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

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

**A. BID/PROPOSER/SOLICITATION TITLE:**

As-Needed Stormwater Design and Engineering Services (H2326146, H2326147,  
H2326148, & H2326149)

**B. BIDDER PROPOSER INFORMATION**

<u>Harris &amp; Associates, Inc.</u>		None	
Legal Name		DBA	
600 B Street, Suite 2000	San Diego	CA	92101
Street Address	City	State	Zip
Jason Caprio, Sr. 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
Name	Title/Position
Salinas, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
0% - Submitting a proposal for purposes of contracting with the City	
Interest in the transaction	
Ehab Gerges	President, PMCM and CBDO
Name	Title/Position
Coto De Caza, 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
La Verne, 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
Playa Del Rey, 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	
Emily Fraser	Estimator
Name	Title/Position
San Marcos, CA	AirX Utility Surveyors, Inc.
City and State of Residence	Employer (if different than Bidder/Proposer)
Contingent interest in the transaction in the value of 2.5%	
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**      01/03/1977      State of incorporation: California  
Date incorporated:

List corporation's current officers:

President: Steve Winchester, CEO and CFO  
Vice Pres.: N/A  
Secretary: Michelle White, Secretary  
Treasurer: Steve Winchester, CEO and CFO

Is your firm a publicly traded corporation?  **Yes**       **No**

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

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

**Limited Liability Company**  
Date formed: MM/ DD / YYYY      State of formation: \_\_\_\_\_

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

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



**Partnership**

Date formed: MM/ DD / YYYY

State of formation: \_\_\_\_\_

List names of all firm partners:

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

**Sole Proprietorship** Date started: MM/ DD / YYYY

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

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

**Joint Venture** Date formed: MM/ DD / YYYY

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

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

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

**E. FINANCIAL RESOURCES AND RESPONSIBILITY:**

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

**Yes**       **No**

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

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

**Yes**       **No**

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

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

**EXHIBIT G**

Yes       No

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

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

Yes       No

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

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

Yes       No

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

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

Name of Bank: Chase Bank

Point of Contact: Wayne W. Xia, Executive Director

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

Phone Number: 925.357.4101

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

**F. PERFORMANCE HISTORY:**

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

Yes       No

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

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

Yes       No

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

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

Yes       No

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

**EXHIBIT G**

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:

**EXHIBIT G**

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:

\_\_\_\_\_  
Sub-Contract Dollar Amount:

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

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

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

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

**K. STATEMENT OF AVAILABLE EQUIPMENT:**

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

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

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

Pledge of Compliance Initial submission.

OR

Update to prior Pledge of Compliance dated \_\_\_\_/\_\_\_\_/\_\_\_\_

**Complete all questions and sign below.**

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

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

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

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

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

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

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

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

Frank Lopez VP, Engineering  
Name and Title

  
Signature

January 20, 2023  
Date



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

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

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

**B. Bidder Proposer Information:**

**Name:** Sani Sutanto

**Title/Position:** Principal

**City and State of Residence:** Santee, CA

**Employer (if different than Bidder/Proposer):** Allied Geotechnical Engineers, Inc.

**Interest in the transaction:** Contingent interest in the transaction in the value of 5%

**Name:** Robert Getter

**Title/Position:** Principal

**City and State of Residence:** Costa Mesa, CA

**Employer (if different than Bidder/Proposer):** Getter Engineering, Inc. DBA ProjectLine Technical Services

**Interest in the transaction:** Contingent interest in the transaction in the value of 5%

**Name:** Anne M. Hernandez

**Title/Position:** Principal

**City and State of Residence:** San Bernardino, CA

**Employer (if different than Bidder/Proposer):** Hernandez, Kroone & Associates, Inc.

**Interest in the transaction:** Contingent interest in the transaction in the value of 2.5%

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

Frank Lopez VP, Engineering  
Print Name, Title

  
Signature

January 20, 2023  
Date

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

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

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

**B. Bidder Proposer Information:**

**Name:** Dale K. Brewer

**Title/Position:** President

**City and State of Residence:** Escondido, CA

**Employer (if different than Bidder/Proposer):** Land Surveying Consultants, Inc.

**Interest in the transaction:** Contingent interest in the transaction in the value of 5%

**Name:** Jean Libby

**Title/Position:** President

**City and State of Residence:** San Diego, CA

**Employer (if different than Bidder/Proposer):** Libby Engineers, Inc. DBA Martin & Libby

**Interest in the transaction:** Contingent interest in the transaction in the value of 5%

**Name:** Glenn Mouritzen

**Title/Position:** Principal

**City and State of Residence:** San Diego, CA

**Employer (if different than Bidder/Proposer):** Mour Group Engineering + Design

**Interest in the transaction:** Contingent interest in the transaction in the value of 1%

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

Frank Lopez VP, Engineering  
Print Name, Title

  
Signature

January 20, 2023  
Date

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

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

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

**B. Bidder Proposer Information:**

**Name:** Jefferey T. Kent

**Title/Position:** Principal

**City and State of Residence:** San Diego, CA

**Employer (if different than Bidder/Proposer):** Ninyo & Moore Geotechnical & Environmental Sciences Consultants

**Interest in the transaction:** Contingent interest in the transaction in the value of 5%

**Name:** Soma Bhadra

**Title/Position:** CEO

**City and State of Residence:** San Diego, CA

**Employer (if different than Bidder/Proposer):** PROTEUS Consulting

**Interest in the transaction:** Contingent interest in the transaction in the value of 1%

**Name:** David Preciado

**Title/Position:** Principal

**City and State of Residence:** San Diego, CA

**Employer (if different than Bidder/Proposer):** Reddy Engineering Services, Inc.

**Interest in the transaction:** Contingent interest in the transaction in the value of 1%

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

January 20, 2023  
Date

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

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

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

**B. Bidder Proposer Information:**

**Name:** Annie Aguilar  
**Title/Position:** President, Principal  
**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 5%

**Name:** Romeo Flores  
**Title/Position:** President  
**City and State of Residence:** San Diego, CA  
**Employer (if different than Bidder/Proposer):** The Engineering Partners, Inc.  
**Interest in the transaction:** Contingent interest in the transaction in the value of 1%

**Name:** Kyle McCarty  
**Title/Position:** Principal  
**City and State of Residence:** San Diego, CA  
**Employer (if different than Bidder/Proposer):** West Coast Civil, Inc.  
**Interest in the transaction:** Contingent interest in the transaction in the value of 10%

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

January 20, 2023  
Date

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

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

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

**F. Performance History**

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

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

Frank Lopez VP, Engineering  
Print Name, Title

  
Signature

January 20, 2023  
Date

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

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

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

**F. Performance References**

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

**Company Name:** City of San Diego

**Contact Name and Phone Number:** Octavio Chiquete, PE, 619.980.1742

**Contact Email:** OChiquete@sandiego.gov

**Address:** 525 B Street, Suite 750, San Diego, A 92101

**Contract Date:** Mar 2020 - Dec 2020

**Contract Amount:** \$100K

**Requirements of Contract:**

- *Name* - Rancho Mission Canyon Emergency Storm Drain Project
- *Description* - The Orion/Harris design-build team was called in March 2020 to address an emergency storm drain failure, including a feared compromised sewer main, both of which enter into the environmentally sensitive Rancho Mission Canyon. Harris quickly mobilized to provide design and engineering services, including a localized hydrology study and design of the 36-inch diameter RCP storm drain, curb inlets and catch basins, storm drain clean-outs, cut-off walls down the steep slope, concrete energy dissipator, and terraced rip-rap on an emergency basis.

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

January 20, 2023  
Date



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

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

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

**F. Performance References**

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

**Company Name:** San Diego Unified Port District

**Contact Name and Phone Number:** Abraham Pineda, 619.725.6058

**Contact Email:** apineda@portofsandiego.org

**Address:** 3165 Pacific Highway, San Diego, CA 92101

**Contract Date:** 2021 - 2026

**Contract Amount:** \$4M (not-to-exceed)

**Requirements of Contract:**

- *Name* - As-Needed Civil Engineering Services
- *Description* - The contract includes professional and technical civil engineering design, consultation, and support services. The contract also includes mechanical, electrical, structural, traffic, potholing, biology, environmental services, evaluation of existing infrastructures and utility systems, inspection, condition assessment, drainage studies, storm water quality management plans, SWPPP, calculations, AutoCAD support, construction cost estimates, bidding and construction support services, and site visits and meetings.

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

January 20, 2023  
Date

**EXHIBIT G**

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

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

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

**F. Performance References**

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

**Company Name:** City of San Diego

**Contact Name and Phone Number:** Sarah Chavez, 858.627.3276

**Contact Email:** schavez@sandiego.gov

**Address:** 9573 Chesapeake Drive, San Diego, CA 92123

**Contract Date:** 2019 - 2019

**Contract Amount:** \$50K

**Requirements of Contract:**

- *Name* - Design-Build Park Village Storm Drain and Emergency Repair Project
- *Description* - Harris was called for field investigation and consultation with the City and Orion. The configuration of the storm drain system was composed of a 102-inch CAP running north-south connecting two natural channels under Park Village Road. There are two lateral pipes that tie into this line: a 36-inch CAP from the west and a 48-inch CAP from the east.

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

January 20, 2023  
Date

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

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

**J. Statement of Subcontractors:**

**Company Name:** AirX Utility Surveyors, Inc.  
**Contact Name and Phone Number:** Emily Fraser, Estimator  
**Contact Email:** estimating@airxus.com  
**Address:** 785 E Mission Rd Ste 100 San Marcos CA 92069  
**Contract Date:** TBD  
**Sub-Contract Dollar Amount:** TBD  
**Requirements of Contract:** Subsurface Utility Locating/Potholing  
**What port of work will be assigned to this subcontractor?** 2.5%  
**Certified SLBE, ELBE, MBE, DBE, WBE, DVBE, or OBE?** Yes  No

**J. Statement of Subcontractors:**

**Company Name:** Allied Geotechnical Engineers, Inc.  
**Contact Name and Phone Number:** Sani Sutanto, 619.449.5900  
**Contact Email:** s\_sutanto@alliedgeo.org  
**Address:** 9500 Cuyamaca Street, Suite 102 Santee, CA 92071-2685  
**Contract Date:** TBD  
**Sub-Contract Dollar Amount:** TBD  
**Requirements of Contract:** Geotechnical/Soils Engineering  
**What port of work will be assigned to this subcontractor?** 5%  
**Certified SLBE, ELBE, MBE, DBE, WBE, DVBE, or OBE?** Yes  No

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Frank Lopez VP, Engineering  
Print Name, Title

  
Signature

January 20, 2023  
Date

City of San Diego  
CONTRACTOR STANDARDS  
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If not using this Attachment "A", please check here  Not Applicable.

**J. Statement of Subcontractors:**

**Company Name:** Getter Engineering DBA ProjectLine Technical Services, Inc.  
**Contact Name and Phone Number:** Robert Getter, 949.351.9718  
**Contact Email:** rgetter@ProjectLineTS.com  
**Address:** 2900 Bristol, D-103, Costa Mesa, CA 92626  
**Contract Date:** TBD  
**Sub-Contract Dollar Amount:** TBD  
**Requirements of Contract:** Electrical, Structural, & Mechanical Engineering  
**What port of work will be assigned to this subcontractor?** 5%  
**Certified SLBE, ELBE, MBE, DBE, WBE, DVBE, or OBE?** Yes  No

**J. Statement of Subcontractors:**

**Company Name:** Hernandez, Kroone & Associates  
**Contact Name and Phone Number:** Anne M. Hernandez, 909.884.3222  
**Contact Email:** anneh@hkagroup.com  
**Address:** 234 East Drake Drive, San Bernardino, CA 92408  
**Contract Date:** TBD  
**Sub-Contract Dollar Amount:** TBD  
**Requirements of Contract:** Traffic Control Planning & Engineering  
**What port of work will be assigned to this subcontractor?** 2.5%  
**Certified SLBE, ELBE, MBE, DBE, WBE, DVBE, or OBE?** Yes  No

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

Frank Lopez VP, Engineering  
Print Name, Title

  
Signature

January 20, 2023  
Date

City of San Diego  
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Pledge of Compliance Attachment "A"

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**J. Statement of Subcontractors:**

**Company Name:** Land Surveying Consultants, Inc.  
**Contact Name and Phone Number:** Dale K. Brewer  
**Contact Email:** kbrewer@4lscinc.com  
**Address:** 318 State Place, Escondido, CA 92029  
**Contract Date:** TBD  
**Sub-Contract Dollar Amount:** TBD  
**Requirements of Contract:** Topographic Survey  
**What port of work will be assigned to this subcontractor? 5%**  
**Certified SLBE, ELBE, MBE, DBE, WBE, DVBE, or OBE?** Yes  No

**J. Statement of Subcontractors:**

**Company Name:** Libby Engineers, Inc. DBA Martin & Libby  
**Contact Name and Phone Number:** Jean Libby, 619.280.9307  
**Contact Email:** jlibby@martinandlibby.com  
**Address:** 4452 Glacier Avenue, San Diego, CA 92120  
**Contract Date:** TBD  
**Sub-Contract Dollar Amount:** TBD  
**Requirements of Contract:** Structural Engineering  
**What port of work will be assigned to this subcontractor? 5%**  
**Certified SLBE, ELBE, MBE, DBE, WBE, DVBE, or OBE?** Yes  No

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Frank Lopez VP, Engineering  
Print Name, Title

  
Signature

January 20, 2023  
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City of San Diego  
CONTRACTOR STANDARDS  
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**J. Statement of Subcontractors:**

**Company Name:** Mour Group Engineering + Design  
**Contact Name and Phone Number:** Glenn Mouritzen, 619.727.4800  
**Contact Email:** glenn@mourgroupp.com  
**Address:** 6593 Riverdale Street, San Diego, CA 92120  
**Contract Date:** TBD  
**Sub-Contract Dollar Amount:** TBD  
**Requirements of Contract:** Architectural Engineering  
**What port of work will be assigned to this subcontractor? 1%**  
**Certified SLBE, ELBE, MBE, DBE, WBE, DVBE, or OBE?** Yes  No

**J. Statement of Subcontractors:**

**Company Name:** Ninyo & Moore  
**Contact Name and Phone Number:** Jefferey T. Kent, 858.576.1000  
**Contact Email:** jkent@ninyoandmoore.com  
**Address:** 5710 Ruffin Road, San Diego, CA 92123  
**Contract Date:** TBD  
**Sub-Contract Dollar Amount:** TBD  
**Requirements of Contract:** Geotechnical/Soils Engineering  
**What port of work will be assigned to this subcontractor? 5%**  
**Certified SLBE, ELBE, MBE, DBE, WBE, DVBE, or OBE?** Yes  No

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Frank Lopez VP, Engineering  
Print Name, Title

  
Signature

January 20, 2023  
Date



City of San Diego  
CONTRACTOR STANDARDS  
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If not using this Attachment "A", please check here  Not Applicable.

**J. Statement of Subcontractors:**

**Company Name:** PROTEUS Consulting  
**Contact Name and Phone Number:** Soma Bhadra, 858.353.2805  
**Contact Email:** soma@consult-proteus.com  
**Address:** 4087 Alabama Street, San Diego CA 92104  
**Contract Date:** TBD  
**Sub-Contract Dollar Amount:** TBD  
**Requirements of Contract:** Mechanical Engineering  
**What port of work will be assigned to this subcontractor? 1%**  
**Certified** SLBE, ELBE, MBE, DBE, WBE, DVBE, or OBE?    Yes  No

**J. Statement of Subcontractors:**

**Company Name:** Reddy Engineering Services, Inc.  
**Contact Name and Phone Number:** David Preciado, 619.887.0833  
**Contact Email:** david@reddyengineering.com  
**Address:** 3160 Camino del Rio South, Suite 103, San Diego, CA. 92108  
**Contract Date:** TBD  
**Sub-Contract Dollar Amount:** TBD  
**Requirements of Contract:** Landscape Architecture  
**What port of work will be assigned to this subcontractor? 1%**  
**Certified** SLBE, ELBE, MBE, DBE, WBE, DVBE, or OBE?    Yes  No

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

Frank Lopez VP, Engineering  
Print Name, Title

  
Signature

January 20, 2023  
Date

City of San Diego  
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If not using this Attachment "A", please check here  Not Applicable.

**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:** Topographic Survey, Engineering Services (STormwater Pollution Prevention Plan)  
**What port of work will be assigned to this subcontractor? 5%**  
**Certified SLBE, ELBE, (MBE), (DBE), (WBE), DVBE, or OBE?** Yes  No

**J. Statement of Subcontractors:**  
**Company Name:** The Engineering Partners, Inc.  
**Contact Name and Phone Number:** Romeo Flores, 858.824.1761  
**Contact Email:** romeo@engineeringpartners.com  
**Address:** 10150 Meanley Drive, Suite 200, San Diego, CA 92131  
**Contract Date:** TBD  
**Sub-Contract Dollar Amount:** TBD  
**Requirements of Contract:** Electrical Engineering  
**What port of work will be assigned to this subcontractor? 1%**  
**Certified SLBE, ELBE, (MBE), (DBE), (WBE), DVBE, or OBE?** Yes  No

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

Frank Lopez VP, Engineering  
Print Name, Title

  
Signature

January 20, 2023  
Date

City of San Diego  
CONTRACTOR STANDARDS  
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If not using this Attachment "A", please check here  Not Applicable.

**J. Statement of Subcontractors:**  
**Company Name:** West Coast Civil, Inc.  
**Contact Name and Phone Number:** Kyle McCarty, 858.869.1332  
**Contact Email:** kyle@westcoastcivil.com  
**Address:** 9740 Appaloosa Road, Suite 200, San Diego, CA 92131  
**Contract Date:** TBD  
**Sub-Contract Dollar Amount:** TBD  
**Requirements of Contract:** Engineering Services (Design Support, Hydrology/Hydraulic Analyses, & SWPPP)  
**What port of work will be assigned to this subcontractor?** 10%  
**Certified SLBE, ELBE, MBE, DBE, WBE, DVBE, or OBE?** Yes  No

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

Frank Lopez VP, Engineering  
Print Name, Title

  
Signature

January 20, 2023  
Date

CALIFORNIA LABOR CODE  
EXISTING LAW

**' 1771. Payment of general prevailing rate**

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

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

**AMENDMENT**

**' 1720. Public works; use of public funds**

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

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

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

**United States Environmental Protection Agency Fund Requirements**

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

**I. Debarment and Suspension.** 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**

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**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.

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.

**X. Additional Federal Statutes.** The Design Professional shall be required to comply with the following federal statutes:

- a) Build America, Buy America Act
-



## **EXHIBIT I**

- b) National Environmental Policy Act (NEPA) of 1969/Programmatic Environmental Assessment (PEA)
- c) National Historic Preservation Act (NHPA)
- d) Endangered Species Act (ESA)
- e) Flood Plain Management Executive Order 11988 as amended by Executive Order 13690



**CERTIFICATION OF LOCAL AGENCY**

I HEREBY CERTIFY that I am the Project Coordinator of the Local Agency of City of San Diego E&CP, 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.

May 9, 2023

(Date)

Nerio P. Viray

(Signature)

Digitally signed by Nerio P. Viray  
Date: 2023.05.09 07:58:50 -07'00'

**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.

April 12, 2023  
(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, [INSERT NAME OF DESIGN PROFESSIONAL] 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

April 12, 2023


\_\_\_\_\_  
Date

**DISCLOSURE OF LOBBYING ACTIVITIES (APPENDIX B, 40 C.F.R. Part 34)**

**DISCLOSURE OF LOBBYING ACTIVITIES**

Approved by OMB  
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  Congressional District, if known:		<b>5. If Reporting Entity in No. 4 is Subawardee. Enter Name and Address of Prime:</b>  Congressional District, if known:
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</b>  <b>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</b>  (attach Continuation Sheet(s) SF-LLL-A, if necessary)		
<b>11. Amount of Payment (check all that apply):</b> \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	<b>13. Type of Payment (check all that apply):</b> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____	
<b>12. Form of Payment (check all that apply):</b> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____	<b>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11:</b>  <p style="text-align: center;"><b>N/A - No Activities to Disclose</b></p> (attach Continuation Sheet(s) SF-LLL-A, if necessary)	
<b>15. Continuation Sheet(s) SF-LLL-A attached:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No		
<b>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>	<b>Signature:</b>  <b>Print Name:</b> Frank Lopez <b>Title:</b> Vice President, Engineering <b>Telephone No.:</b> 619.814.9513 <b>Date:</b> April 12, 2023	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form - LLL

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

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

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

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



**DISCLOSURE OF LOBBYING ACTIVITIES  
CONTINUATION SHEET**

Approved by OMB  
0348-0046

Reporting Entity: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_