

**AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND
BROWN AND CALDWELL
FOR
DESIGN OF EAGLE RIDGE PUMP STATION
REPLACEMENT**

CONTRACT NUMBER: H2426433-M

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CONSULTANT AGREEMENT EXHIBITS

Exhibit A - Scope of Services

Exhibit B - Compensation and Fee Schedule

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Exhibit D - City's Equal Opportunity Contracting Program Consultant Requirements

Exhibit E - Determination Form

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AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND BROWN AND CALDWELL
FOR CONSULTANT SERVICES

THIS Agreement is made and entered into between the City of San Diego, a municipal corporation [City], and Brown and Caldwell [Consultant] for the Consultant to provide Professional Services to the City for the Design of Eagle Ridge Pump Station Replacement [Project].

RECITALS

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

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

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

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

ARTICLE I
CONSULTANT SERVICES

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

1.1 Scope of Services. The Consultant shall perform the Professional Services as set forth in the written Scope of Services [Exhibit A] at the direction of the City.

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

1.3 City Modification of Scope of Services. The City may, without invalidating this Agreement, order changes in the Scope of Services by altering, adding to or deducting from

the Professional Services to be performed. All such changes shall be in writing and shall be performed in accordance with the provisions of this Agreement. If any such changes cause an increase or decrease in the Consultant's cost of, or the time required for, the performance of any of the Professional Services, the Consultant shall immediately notify the City. If the City deems it appropriate, an equitable adjustment to the Consultant's compensation or time for performance may be made, provided that any adjustment must be approved by both Parties in writing in accordance with Section 9.1 of this Agreement.

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

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

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

ARTICLE II DURATION OF AGREEMENT

2.1 Term of Agreement. This Agreement shall be effective on the date it is executed by the last Party to sign the Agreement, and approved by the City Attorney in accordance with San Diego Charter Section 40. Unless otherwise terminated, it shall be effective until completion of the Scope of Services or for no more than sixty (60) months; whichever is the earliest but not to exceed five years unless approved by City ordinance.

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

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

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

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

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

records related to both the Project and to the Consultant's Professional Services on the Project. By accepting payment for completion, filing and delivering documents as called for in this paragraph, the Consultant discharges the City of all of the City's payment obligations and liabilities under this Agreement.

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

ARTICLE III COMPENSATION

3.1 Amount of Compensation. The total compensation payable by the City to the Design Professional for performance of all Professional Services rendered in accordance with this Agreement, including reasonably related expenses, shall not exceed \$2,551,485. The compensation for the Scope of Services shall not exceed \$2,319,532 and the compensation for Additional Services (described in Section 3.2), if any, shall not exceed \$231,953. Moreover, the total compensation to be paid to the Design Professional by the City for all work performed under each phase of this Agreement shall not exceed the amount for each phase as specified in the Phased Funding Schedule in Section 3.1.1 unless said amount is modified in writing by an amendment to this Agreement.

3.1.1 Phased Funding Schedule. The work to be performed under this Agreement shall be performed during the separate and specific phases identified in the following Phased Funding Schedule, and further defined in the Scope of Services [Exhibit A] for the not to exceed values listed in the Compensation and Fee Schedule [Exhibit B] and in accordance with the Time Schedule [Exhibit C].

PHASED FUNDING SCHEDULE		
Funding Phases	Dates	Not to Exceed Total Amount
1	From date of execution of Agreement through completion of Agreement	\$873,164
2	From 7/1/2025 through completion of the Agreement	\$1,678,321
Total		\$2,551,485

3.1.2 The Parties expressly agree and understand that each Funding Phase is subject to funds being appropriated and authorized by the City Council each fiscal year. The City's obligations and the Design Professional's obligations under this multi-phase contract which shall be funded by multi-phase funding authorizations are as follows:

a. Only Phase 1 funding is available at time of contract award and no other phases are authorized. The City shall so notify the Design Professional in writing when the next Phase has been funded.

b. The City is not obligated to the Design Professional for any amount over that specified in the Funding Schedule that has been authorized by the City Council.

c. The Design Professional is not obligated to incur costs for the performance of work required for any subsequent Funding Phase after the first phase, until written notification is received from the City of the availability of funds for the next Phase. The Design Professional's obligation shall increase only to the extent authorized by the City.

d. If the Agreement is terminated under Section 2.6 "City's Right to Terminate for Convenience", the settlement proposal shall be determined pursuant to procedures established in that section. The Design Professional shall be entitled to compensation for only those Services provided under Funding Phases that have been authorized by the City.

e. The Phase Funding schedule may be amended as required by the City.

3.1.3 The not-to-exceed amounts stated in the Funding Schedule in Paragraph 3.1.1 above include the following two specific elements:

3.1.3.1 Work described in this AGREEMENT and its Exhibits; and

3.1.3.2 Additional Services that may be authorized under Paragraph 3.2 of this AGREEMENT.

<u>Funding Phases</u>	<u>Not to Exceed Amount for Scope of Services</u>	<u>Not to Exceed Amount for Additional Services</u>	<u>Not to Exceed Total Amount</u>
1	\$873,164	-	\$873,164
2	\$1,446,368	\$231,953	\$1,678,321
Total			\$2,551,485

3.2 Additional Services. The City may require that the Design Professional perform additional Professional Services [Additional Services] beyond those basic services described in the Scope of Services [Exhibit A]. Prior to the Design Professional's performance of Additional Services, the City and the Design Professional must agree in writing upon a fee for the Additional Services, including reasonably related expenses, in accordance with the

Compensation and Fee Schedule [Exhibit B]. The City will pay the Design Professional for the performance of Additional Services in accordance with Section 3.3.

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

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

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

ARTICLE IV CONSULTANT'S OBLIGATIONS

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

4.2 Right to Audit.

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

discretion. This information shall be kept by the City in the strictest confidence allowed by law.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.3.3 Acceptability of Insurers.

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

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

4.3.4 Required Endorsements.

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

4.3.4.1 Commercial General Liability Insurance Endorsements.

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

- a. Ongoing operations performed by you or on your behalf,
- b. your products,

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

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

4.3.4.2 Worker's Compensation and Employer's Liability Insurance

Endorsements.

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

4.3.4.3 Contractors Pollution Liability Insurance Endorsements.

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

PRIMARY AND NON-CONTRIBUTORY COVERAGE. The policy or policies shall be endorsed to provide that the insurance afforded by the Contractors Pollution Liability Insurance policy or policies is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives with respect to operations including the completed operations of the Named Insured. Any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of the Consultant's insurance and shall not contribute to it.

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

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

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

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

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

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

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

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

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

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

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

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

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

4.5 Contract Records and Reports.

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

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

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

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

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

4.5.3.3 To view the City's online tutorials on how to utilize PRISM® for compliance reporting, please visit: <http://stage.prismcompliance.com/etc/vendortutorials.htm>
Incomplete and/or delinquent reporting may cause payment delays, non-payment of invoice, or both. The Consultant understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions.

4.6 Non-Discrimination Requirements.

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

4.6.2 Non-Discrimination Ordinance. The Consultant shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of Subcontractors, vendors or suppliers. The Consultant shall provide equal

opportunity for Subcontractors to participate in subcontracting opportunities. The Consultant understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions. This language shall be in contracts between the Consultant and any Subcontractors, vendors and suppliers.

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

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

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

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

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

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

4.8 Title 24/Americans with Disabilities Act Requirements. Consultant has sole responsibility for ensuring that all 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 Consultant (i.e., that which provides the most access).

Consultant warrants and certifies that any and all plans and specifications prepared for the City in accordance with this agreement shall meet all requirements under Title 24 and ADAAG. Consultant understands that while the City will be reviewing Consultant's designs for compliance in specific and certain areas under Title 24 and ADAAG prior to acceptance of Consultant's designs, Consultant understands and agrees that the City's access review process and its acceptance of Consultant's designs in no way limits the Consultant's obligations under this agreement to prepare designs that comply with all requirements under Title 24 and ADAAG.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.18 Storm Water Management Discharge Control. Consultant shall comply with Chapter 4, Article 3, Division 3 of the San Diego Municipal Code, Storm Water Management Discharge Control and the Municipal Storm Water Permit (MS4) Permit, California Regional Water Quality Control Board Order No. R9-2013-0001 (amended by R9-2015-0001 and R9-2015-0100), Storm Water Standards Manual, as amended from time to time, and any and all Best Management Practice (BMP) guidelines and pollution elimination requirements as may be established by the Enforcement Official. Consultant warrants and certifies that any and all plans, reports, and specifications prepared for the City in accordance with this agreement shall meet all requirements of the San Diego Municipal Code and Storm Water Standards Manual. Consultant understands that while the City will be reviewing Consultant's designs for storm water permit compliance prior to acceptance of Consultant's designs, Consultant understands and agrees that the City's Storm Water review process and its acceptance of Consultant's designs in no way limits the Consultant's obligations under this agreement to prepare designs that comply with all requirements of the San Diego Municipal Code and MS4 Permit.

The Consultant shall review the completed Storm Water Applicability Checklist (DS-560) to confirm the project's appropriate storm water requirements. For all applicable projects, and to the maximum extent practicable, the Consultant shall incorporate and include Source Control and Low Impact Development (LID) design features or Site Design BMPs on the construction plans. In addition, for Priority Development projects, the

Consultant shall prepare a Storm Water Quality Management Plan in accordance with the requirements of the Storm Water Standards Manual and prepare a BMP plan showing all permanent BMPs, LID designs, hydromodification management plan facilities, and include sufficient details and cross sections for construction.

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

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

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

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

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

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

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

4.20.1.2 The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Agreement. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Agreement in the same manner as if it had been

published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Agreement, each successive predetermined wage rate shall apply to this Agreement on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Agreement, such wage rate shall apply to the balance of the Agreement.

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

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

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

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

4.20.5 Working Hours. Consultant and its subconsultants shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight (8) hours a day and forty (40) hours a week, unless all hours worked in excess of eight (8) hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on Consultants and subcontractors of \$25 per worker per day for each day the worker works more than eight (8) hours per day and forty (40) hours per week in violation of California Labor Code sections 1810 through 1815.

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

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

4.20.8 Labor Compliance Program. The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental

entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred.

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

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

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

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

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

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

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

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

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

ARTICLE V RESERVED

ARTICLE VI INDEMNIFICATION

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

6.2 Consultant Services Indemnification and Defense.

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

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

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

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

ARTICLE VII MEDIATION

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

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

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

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

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

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

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

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

7.4.2 Any agreements resulting from mediation shall be documented in writing. All mediation results and documentation, by themselves, shall be “non-binding” and inadmissible for any purpose in any legal proceeding, unless such admission is

otherwise agreed upon, in writing, by both Parties. Mediators shall not be subject to any subpoena or liability and their actions shall not be subject to discovery.

ARTICLE VIII INTELLECTUAL PROPERTY RIGHTS

8.1 Work For Hire. All original designs, plans, specifications, reports, documentation, and other informational materials, whether written or readable by machine, originated or prepared exclusively for the City pursuant to this Agreement (Deliverable Materials) is “work for hire” under the United States Copyright law and shall become the sole property of the City and shall be delivered to the City upon request. The Consultant, 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 Consultant, including its employees, agents, talent and independent Subcontractors pursuant to this Agreement are the sole property of the City. The Consultant, including its employees, agents, talent, and independent Subcontractor(s), may not use any such Deliverable Materials mentioned in this article for purposes unrelated to Consultant’s work on behalf of the City without prior written consent of the City.

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

8.4 Moral Rights. Consultant, its employees, agents, talent, and independent Subcontractor(s) hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Deliverable Materials which Consultant, its employees, agents, talent, and independent Subcontractor(s), may now have or which may accrue to Consultant, its employees, agents, talent, and independent Subcontractor(s)’ benefit under U.S. or foreign copyright laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. The term “Moral Rights” shall mean any and all rights of paternity or integrity in or to the Deliverable Materials and the right to object to any modification, translation or use of said content, and any similar rights existing under judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

8.5 Subcontracting. In the event that Consultant utilizes a Subcontractor(s) for any portion of the Work that is in whole or in part of the specified Deliverable Materials to the City, the agreement between Consultant and the Subcontractor [Subcontractor Agreement] shall include a statement that identifies that the Deliverable Materials/Work product as a “work-for hire” as defined in the Act and that all intellectual property rights in the Deliverable Materials/Work product, whether arising in copyright, trademark, service mark or other belongs to and shall vest solely with the City. Further, the Subcontractor Agreement shall require that the Subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to the City, all titles, rights and interests in and to said

Work/Deliverable Materials, including all copyrights and other intellectual property rights. City shall have the right to review any Subcontractor agreement for compliance with this provision.

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

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

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

ARTICLE IX MISCELLANEOUS

9.1 Notices. In all cases where written notice is required under this Agreement, service shall be deemed sufficient if the notice is deposited in the United States mail, postage paid. Proper notice shall be effective on the date it is mailed, unless provided otherwise in this Agreement. For the purpose of this Agreement, unless otherwise agreed in writing, notice to the City shall be addressed to: Engineering & Capital Projects Department, c/o Ramin Safavi, 525 B Street, San Diego, CA 92101, and notice to the Consultant shall be addressed to: Brown and Caldwell, J.P. Semper, 451 A Street, Suite 1500, San Diego, CA 92101, jpsemper@brwnncald.com.

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

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

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

9.5 Consultant and Subcontractor Principals for Professional Services. It is understood that this Agreement is for unique Professional Services. Retention of the Consultant's Professional Services is based on the particular professional expertise of the following members of the Consultant's team: J.P. Semper and Victor Occiano [Project Team]. Accordingly, performance of Professional Services under this Agreement may not be delegated to other members of the Consultant's organization or to Subcontractors without the prior written consent of the City. It is mutually agreed that the members of the Project Team are the principal persons responsible for delivery of all Professional Services and may not be removed from the Project Team without the City's prior written approval. Removal of any member of the Project Team without notice and approval by the City may be considered a default of the terms and conditions of this Agreement by the Consultant. In the event any member of the Project Team becomes unavailable for any reason, the City must be consulted as to any replacement. If the City does not approve of a proposed replacement, the City may terminate this Agreement pursuant to section 2.6 of this Agreement. Further, the City reserves the right, after consultation with the Consultant, to require any of the Consultant's employees or agents to be removed from performance of the Scope of Services.

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

9.7 Employment of City Staff. This Agreement may be unilaterally and immediately terminated by the City, at its sole discretion, if the Consultant employs an individual who, within the last twelve months immediately preceding such employment did, in the individual's capacity as an officer or employee of the City, participate in, negotiate with, or otherwise have an influence on the recommendation made to the City Council or Mayor in connection with the selection of the Consultant.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9.25 Equal Pay Ordinance. Unless an exception applies, Consultant shall comply with the Equal Pay Ordinance (EPO) codified in the San Diego Municipal Code (SDMC) at section 22.4801 through 22.4809. Consultant shall require all of its subconsultants to certify compliance with the EPO in their written subcontracts. Consultant must post a notice

informing its employees of their rights under the EPO in their workplace or job site. By signing this Agreement with the City of San Diego, Consultant acknowledges the EPO requirements and pledges ongoing compliance with the requirements of SDMC Division 48, section 22.4801 et seq., throughout the duration of this Agreement.

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 22.3207, authorizing such execution, and by the Consultant pursuant to Brown and Caldwell's signature authority document.

I HEREBY CERTIFY I can legally bind Brown and Caldwell and that I have read all of this Agreement, this 28th day of February, 2025,



By _____
Victor Occiano, P.E.
Managing Principal

Dated this 5th day of May, 2025.

THE CITY OF SAN DIEGO
Mayor or Designee

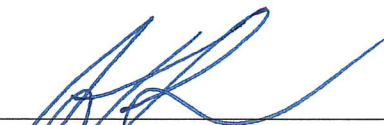


By _____

Berric Doringo
Deputy Director
Purchasing and Contracting

I HEREBY APPROVE the form of the foregoing Agreement this 6th day of May, 2025.

HEATHER FERBERT, City Attorney



By _____

Justin Stanek
Deputy City Attorney

CONSULTANT AGREEMENT EXHIBITS

SCOPE OF SERVICES

The Scope of Services defines the extent of the Design Professional and the services to complete the work and documents specified herein for Design (Plans, Specifications & Estimate), assistance during the Bid, and Construction Support of the Eagle Ridge Pump Station Replacement herein referred to as “Project”.

1.0 PROJECT DESCRIPTION

The project proposes replacement of the existing Eagle Ridge Pump Station onsite to supply water to the new Navajo (930)* Pressure Zone in conjunction with the newly constructed Navajo Pump Station.

The scope of the new Eagle Ridge Pump Station includes the following: Demolition and replacement of the existing Eagle Ridge Pump Station onsite with three equally sized VFD pumps of approximately 20 HP and average flow capacity of 620 gallons per minute (gpm) per pump. Two pumps will be used to meet daily demands under a Navajo Pump Station outage with one standby pump. The pumps will be rotated on a regular basis to optimize maintenance. The new Eagle Ridge Pump Station should have a paved area for a temporary backup generator for emergencies. The pump station will have a cam lock transfer switch to transition to the back-up generator. For maintenance needs, the new building will have a roll-up door and an overhead crane system. To meet security standards, the building will have CMU block walls, and the doors will have wall-mounted card readers and tamper plates. CCTV will be installed so that it can transmit security data to Public Utilities Chollas Operations Center.

The new Eagle Ridge Pump Station will have upsized 16-inch PVC suction and discharge lines along Wing Flight Ct. The new suction line will connect to the San Carlos Reservoir interconnect transmission line (project currently in design) at the intersection of Wing Flight Ct and Tommy St. The new discharge line will connect to the 16-inch 930 transmission line on Tommy St. Once the new lines to the pump station are in place,

the existing 10-inch AC suction line and remaining 24-inch RCSC transmission line will be abandoned.

Also, as a part of the scope, the Wingspan & Eagle Ridge Water Regulating Station will have its check valve replaced.

After the new Eagle Ridge Pump Station is completed and accepted, the Climax Pump Station will be decommissioned, and structure abandoned in-place. The 12-inch (930 zone) and 8-inch (849 zone) distribution lines along Coleshill Dr will be replaced. The Climax Pump Station is located at 7084 Coleshill Drive, San Diego, CA 92119.

All water service, valves, fire hydrants, etc., will be replaced or added and brought up to the standards in the design guidelines.

* The new Navajo (930) Pressure Zone will include the Country Casual (930) and the Eagle Ridge (940) Pressure Zones combined. The Country Casual (930) Pressure Zone is currently supplied by the Navajo Pump Station and its back-up the Climax Pump Station. The Eagle Ridge (940) Pressure Zones is currently supplied by the Eagle Ridge pump station. The San Carlos Interconnect Transmission Pipeline Project (currently in design) will connect the Eagle Ridge (940) and the Country Casual (930) Pressure Zones. A pressure zone map has been attached in Exhibit A-1.

Summary of the Project's Scope:

Eagle Ridge Pump Station scope of work:

- Demolish the existing Eagle Ridge Pump Station and piping.
- Construction of a new Eagle Ridge Pump Station to accommodate the new 930 zone and provide backup if Navajo Pump Station is down.
- Transient hydraulic analysis and on-site surge pressure mitigation measures as in accordance with the modeling results.
- Assume the Navajo Pump Station and/or Climax is sufficient to service the 930 pressure zone during demo and reconstruction of the Eagle Ridge PS.
- Install 3 Variable Frequency Drives (VFDs) pumps.
- New Motor Control Center (MCC), which will house the SCADA and Electrical

Cabinets.

- Re-establish communications link via RTU or fiber optics.
- New pavement area for the temporary backup generator for emergency use only.
- Install cam lock transfer switch to transition to the backup generator.
- Install a pressure relief valve with the low flow bypass.
- Install a new overhead crane system and access hatches. Vertical clearance between the overhead hoist system and valves, pipes, etc., is required for lifting and moving equipment to the station access hatches.
- Replace approximately 242 LF of the 10-inch AC discharge line with the new 16-inch discharge line and connect to the new 16-inch (930) transmission line.
- Install approximately 240 LF of the new 16-inch suction line and connect to the new 24-inch (849) reservoir transmission line to the new pump station.
- Replace approximately 54 LF of 8-inch AC water main.
- Abandon approximately 226 LF of existing 24-inch reinforced concrete steel cylinder (RCSC) transmission line.

Wing Span & Eagle Ridge WRS scope of work:

- Replace check valve with a standard red valve.

Climax Pump Station scope of work:

- Decommission and abandon in-place the Climax Pump Station and piping such that it is;
 - equipment and appurtenances removed and salvaged,
 - structure(s) filled such that there are no subsurface voids,
 - existing hatch removed and replaced with concrete slab integrating the area with the existing sidewalk.
- Replace approximately 275 LF of the existing 8-inch AC distribution line (849);

running between the two existing valve clusters on Cowles Mountain Blvd & Ballinger Ave.

- Replace approximately 275 LF of the existing 12-inch AC distribution line (930); running between the two existing valve clusters on Cowles Mountain Blvd & Ballinger Ave.

Navajo Pump Station

- Assess Navajo Pump Station programming requirements needed, and provide all necessary design modifications needed for operation in conjunction with the new Eagle Ridge pump station.

-

2.0 PROJECT SETTING

The project need is based on the age of the Eagle Ridge Pump Station, which has been in service for over thirty-seven years and past its useful service lifespan. The pump station building is small and does not meet current standards. The pump station is located at 7822 Wing Flight Court, San Diego, CA 92119, within the Navajo Community Planning Area (Council District 7).

The Eagle Ridge Pump Station was built in 1987 with pre-packed pumps and hydro-tank to supply the Eagle Ridge (940) Pressure Zone. The pump station has a design capacity of 3.46 million gallons per day (MGD). The most recent testing from 2008 showed operation at only 1.15 MGD. The pump station receives suction from the San Carlos (849) Pressure Zone via a 24-inch transmission pipe from San Carlos Reservoir.

Eagle Ridge Pump Station has 4 (four) constant-speed pumps. Pumps number 1 and 2 have 400 gpm capacities and 15 hp motors. Pump numbers 3 and 4 have 800 gpm capacities and 30 hp motors. The pumps are switched on and off as a function of pressure in the zone. Currently, Eagle Ridge Pump Station does not have the capacity to supply the zone if Navajo Pump Station is out of service.

The San Carlos Interconnect Transmission Pipeline project will connect the new Eagle Ridge Pump Station (which supplies the Eagle Ridge 940 Pressure Zone) and the Country Casual (930) Pressure Zone into the new Navajo (930) Pressure Zone. The San

Carlos Interconnect Transmission Pipeline Project will install a new 24-inch Transmission line (849 zones) and a new 16-inch (930 zone) Transmission line along Tommy Street and Cowles Mountain Boulevard.

The Eagle Ridge Pump Station Replacement Project will begin construction after the San Carlos Interconnect Transmission Pipeline Project is completed.

The new suction line for Eagle Ridge Pump Station will connect to the new 24-inch (849) reservoir transmission line, and the new discharge line will connect to the new 16-inch (930) transmission line. The new Eagle Ridge Pump Station will be redesigned to accommodate the New (930) pressure zone in conjunction with the newly constructed Navajo Pump Station. Since Navajo Pump Station can supply adequate fire flow to the Navajo (930) Pressure Zone, Eagle Ridge Pump Station will not include fire pumps.

After completion of the San Carlos Interconnect Transmission Pipeline Project, the new Eagle Ridge Pump Station will be supplied by the San Carlos (849) Pressure Zone and not directly from the San Carlos Reservoir. The purpose of the San Carlos Reservoir is to maintain the HGL in the (849) pressure zone. The San Carlos Reservoir Replacement project is currently in design.

The Eagle Ridge Pump Station is at an elevation of 697 feet and needs to provide approximately 92 feet of total dynamic head to achieve 101 psi average discharge pressure to the 930 HGL zone. This design criteria and design flows to be confirmed by Consultant during the pre-design phase of the project and reported in the Basis of Design Report (BODR).

3.0 PROJECT CONSIDERATIONS

Design stage will need to account for the following activity not developed during the predesign stage.

- Confirm the demands and pressure assumptions from the City's planning report vs. field measurements and collected data.
- Develop system envelope which covers all possible points of operation.

- Perform hydraulic, geotechnical, and site space allocation analyses to determine if vertical turbine pumps are feasible for use at the future Eagle Ridge Pump Station; this is the City's preference.
- Perform transient hydraulic (surge) analysis of the system and recommend mitigation measures, if necessary.
- Provide narrative description of pump station operation, control strategy, and testing of the pump station in construction. City to provide Consultant with latest version of the water pump station testing plan template, for Consultant's use.
- Provide operational control logic integrating Eagle Ridge Pump Station operations with Navajo Pump Station operations.
- Describe approach to be used during design to minimize community impact during construction.
- Provide criteria and requirements to be incorporated in the detail design of pump station.
- Re-establish communications link via RTU or fiber optics.

4.0 SPECIAL PROVISIONS

- 4.1** Site layout to include consideration of operating noise impacts per City of San Diego's Municipal Code ([link](#)), ventilation, building front setback, and security fencing. Structures to be fire-resistive construction (reinforced concrete, steel, or masonry wall). Pump Station building to utilize skylights for crane operated motor and pump removal, maintenance, and replacement. Stainless steel material is recommended to prevent skylight breaks and leaks. Use of glass block in strategic locations to provide natural interior lighting. Site design and architectural features to be coordinated with neighborhood Homeowners Association (HOA).

Design to include exterior concrete driveway and pad in front of station above discharge header in consideration of heavy equipment operation. Driveway and

pad to be per City of San Diego Standard Drawings. Pump station flow meter to be placed in a well-drained and vented underground vault to allow straight upstream length (approach) and downstream length of 10 and 5 pipe diameters (AWWA C 701/704).

- 4.2** Pump station to include equally sized pumps that can alternate as duty pumps. Reinforced concrete pedestals raised above the floor will be provided for pumps, control valves, and raised electrical switchgear and control cabinets. Pump station must be equipped with adequate floor drainage to prevent flooding. Floors will slope to floor drain or drainage pit to move nuisance water away from pumps and equipment. Pump gland drains will be provided in pump areas. Floors, gratings, and plates will be non-slip. Below grade equipment structures which cannot be drained by gravity piping will be provided with sump pumps or drains to prevent flooding. If possible, having both the suction and discharge manifold within the pump station building with grating above to allow for ease of access for maintenance is preferred.

The pump room should have a minimum 3-foot clearance between pump piping and appurtenances and away from all pumping station walls, stairways, ladders, etc. Overhead hoist for vertical turbine pump clearance and a traveling bridge crane to be provided for the removal and maintenance of the pump control valves and gate valves. Building height and crane height must be adequately designed to clear equipment and crane must travel to a truck-accessible doorway not less than eight feet wide. If possible (due to site size restrictions), it is preferred to have sufficient room inside the pump station to allow operations trucks to back up into the pump station where the lifted valve can be loaded onto the back of the truck.

Building roof to include a mansard-style semi-flat roof with parapet wall around perimeter for operator safety. Semi-flat roof must be easily accessible and walkable for operators while including mild arch for drainage to perimeter gutters and downspouts. Parapet wall, and any required safety railing, interior ladder and fall arrest equipment to be in accordance with OSHA standards. Each pump/motor combination to have overhead removable skylight for ease of crane lift and removal from exterior of building.

4.3 Design, Testing, SCADA signal verification, Operation and Public Utilities Department (PUD) Staff Training is to include close coordination with PUD's SCADA staff during design, start-up testing, and live testing stages. SCADA consideration will utilize the latest City design guidelines at the Design-Bid-Build stage. Consideration of SCADA override capability system in case of valve failure.

4.3.1 Testing scope shall include programming coordination for operation when being used jointly with the Navajo PS. Consultant to assess and provide details on what site access and testing monitoring will be needed.

Design shall be in accordance with the City of San Diego Water Facility Design Guidelines ([2021 Edition](#)) in addition to other City and non-City guidelines and industry standards.

5.0 SCOPE OF SERVICES

5.1 PROJECT MANAGEMENT (FUNDING PHASE 1)

Provide management and technical support to the City ensuring that work, budget, and timeline are progressing according to the agreed upon scope of services outlined below.

Maintain communications between the City's Project Manager, Design Professional's Project Manager, and design team. The Project Management shall include, but not be limited to, Design, Bid/Award and Construction Phase support.

5.1.1 Project Management Support

5.1.1.1 Project Schedule

Schedule shall include milestones for the following deliverables as outlined for 30%, 60%, 100%, and Final Design (Bid Set). Provide monthly progress reports ensuring all project team action items are addressed in coordination with City Project Manager. Monthly progress reports will include, but are not limited to, budget information, issues

encountered, out-of-scope items and status, action items, and percentage of task completion.

Deliverables:

- Monthly updates of Design Professional schedule (PDF)

5.1.1.2 Records Management

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

5.1.1.3 Design Coordination

Coordination between the nearby projects will be necessary during the design and construction phase to determine the exact connection points between both projects, street paving, and construction coordination.

San Carlos Interconnect Transmission Pipeline (Construction: 04/2025 - 02/2026): The Eagle Ridge Pump Station Replacement Project will be connecting to the San Carlos Interconnect Transmission Pipeline Project at the following two locations:

1. Tommy Street and Wing Flight Court
 - a. Coordination is required during the design phase regarding the connection of the two new 16-inch discharge and suction pipes (Eagle Ridge Pump Station Project) to the new transmission pipes (San Carlos Interconnect Transmission Pipeline Replacement Project).
 - b. Coordination is required during the design phase to determine which project should vacate the 20-foot easement on the northwest side of Eagle Ridge Pump Station.
2. Cowles Mountain Boulevard and Coleshill Drive.

The State Water Resources Control Board requires water mains to maintain a 10 ft horizontal separation from other utilities. The Design team will be required to obtain a deviation from the standard from the

Department of Health for any water mains which cannot be relocated to meet the necessary separation. Water mains which do not currently meet the required separation can be found listed below. Mains which look like they can be shifted to meet the separation requirement are noted with an asterisk.

- Wing Flight Ct between Tommy St to Cul-de-sac
- Coleshill Dr between Cowles Mtn Bl and Ballinger Av

Coordination with the PUD's SCADA staff will be required during system design, signal verification, start-up and testing stages.

This task also includes coordination and design interface that will be required with SDG&E and telecommunications provider for electrical power distribution, and facility security.

Construction staging for construction will be identified by the contractor. A recommended staging location shall be included in the design documents by the Design Professional during design. Construction easements for such staging areas or property use negotiations are the responsibility of the City. Work area limits will be identified on the plans.

5.1.2 Monthly Status Reports and Invoicing

Invoices should include date, a sequential invoicing number (starting from 1), City issued Purchase Order number, the contract number (H2426433-M), and period of service on the first page. Any tasks used as part of the "Additional Services" should be labeled and numbered (starting from #1) with the date approved by the City Project Manager. City Project Management Team to provide an invoice template to the consultant.

5.1.3 Monthly Project Management Meetings

Consultant will meet with the City's Project Manager on a monthly basis to review the project's current status, progress schedule, upcoming coordination items, as well as project budget and invoicing.

- This fee proposal assumes that monthly project management meetings will only occur from project kickoff through the submittal of the 100% design to DSD for permit.
- The above assumption results in a total of twenty-four (24) monthly project management meetings.

5.1.4 Design Coordination Meetings & Workshops

Coordinate team meetings with City's Project Manager and representatives, Engineering & Capital Projects (E&CP), PUD, subconsultants, and permitting agencies necessary for the completion of design plans, specifications and related services as specified in the Scope; document meetings through meeting minutes and include action items, responsible party or person, and expected finish per item. Per City Project Manager's request, as listed below, attend project related meetings including:

Meetings and workshops, include preparation of meeting agendas prior to the meetings and meeting notes documenting key points and distributed no later than a week after the meeting. The following are the meetings and workshops agreed to under this scope of services; all are anticipated to be held virtually:

5.1.4.1 Design Kick-off Meeting

- Conduct one (1) Project Kickoff Meetings to introduce design professional's project management team members to the City staff, summarize project scope and roles/responsibilities, review the project schedule, and discussion project plan for coordination and communications.

5.1.4.2 Pre-BODR Workshops

- Conduct three (3) preliminary design workshops with the City's engineering and operations staff. Purpose is to reach consensus on the design criteria to be memorialized in the Basis of Design Report (BODR).

5.1.4.3 Design Review Meetings

- Conduct a total of four (4) Design Review meetings after each design deliverable; Basis of Design Report (BODR), 30%, 60%, and 100% Design. Purpose is to perform a page-turn with City staff and received early feedback prior to the completion of the City's review of each deliverable.

5.1.4.4 Bid-set Acceptance Meeting (Final)

- Conduct one (1) final design (bid set) acceptance meeting to back-check, with the City, that all final design comments were incorporated. Purpose is to obtain final concurrence on the acceptability of the Bid Set.

5.1.5 Community Planning Outreach

Community planning outreach subconsultant will support the project by perform the following:

- Participate in select project meetings, including:
 - one (1) project kick off meeting.
 - two (2) project workshops during preliminary design.
 - one (1) 60% Design review meeting.
- Prepare the agenda, facilitate, and submit meeting minutes for one (1) community outreach meeting performed after the 60% Design is complete to solicit input from community stakeholders.
- Provide as-needed support services during construction at the request of the City. These services are only to be performed with the City's written approval, are to be billed on a time and materials basis, and

limited up to the Community planning outreach subconsultant's approved budget limit.

5.2 PRE-DESIGN AND BASIS OF DESIGN REPORT (BODR) (FUNDING PHASE 1)

Within two weeks of notice to proceed, a project kick-off meeting will be held between Design Professional and the City to review and document project goals, objectives, and action steps to be taken. Given the multi-disciplinary nature of the work, the City may also include other City departments or divisions in the project process. The design of the Eagle Ridge Pump Station will be in accordance with current applicable laws, regulations and codes, and professional standards of practice established by the City. The Design Professional will provide an internal quality control review of all deliverables to ensure requirements of the agreed upon scope are met. The pre-design activities include:

5.2.1 Data Collection and Records Review

Design Professional will collect data, reports, and information pertinent to the project with assistance from the City. Design professional will incorporate their findings in the project's records management system and summarize findings in the BODR.

5.2.1.1 Subsurface Utility Exploration (Potholing)

Design Professional will perform utility location by potholing to provide visible, nonerasable witness points for each utility located. This task shall include contact with USA DigAlert for local utility information, follow-up with the identified utilities and mapping prior to finalizing the pothole locations. The purpose of the potholing is to locate depth of the water piping and/or any conflicting utilities that may impact the project. The findings of this research shall be presented in a Utility Exploration Report. This task is established as an allowance budget in the amount of twenty-five thousand dollars (\$25,000). Consultant will identify the location of the potholes needed to inform the design then submit potholing plan and final quote from potholing Contractor to City for approval before proceeding with the work.

Deliverables:

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

5.2.1.2 Site Visits

Design Professional will perform up to three (3) site visits during the BODR phase of the proposal. Site visits will focus on supporting the surveying, utility research, and geotechnical investigations, as well as conceptual assess to power, constructability of pipeline, and preferred site design characteristics of the project to better inform the BODR.

5.2.1.3 Site Topography and Base Mapping

Design Professional will prepare topographic mapping for the site using record maps, public and private utility drawings, and the preliminary City survey files. Design Professional will verify site conditions, property boundaries, and setbacks [Coordinate with DSD on applicable standards RS-1-7 & 131.0443(a)(1) and (2)] then create a digital base map to be used for all plans, reports, and exhibits. In accordance with the Citywide CADD Standards 2018 edition.

Draft survey AutoCAD files shall be submitted to E&CP Surveying Engineers for review and acceptance. AutoCAD files, which may include of any Civil 3D or BIM (i.e. Autodesk products) shall be in accordance with the Citywide CADD Standards 2018 edition. Comments will be addressed following the E&CP surveying review and a final survey CADD file will be submitted.

The City is currently using OpenRoads Designer (ORD) version 10.09. The City's CADD Standards, AutoCAD drafting files can be found using the link below.

<https://www.sandiego.gov/ecp/edocref/drawings>

Deliverables:

- Draft Survey AutoCAD files submitted to E&CP surveying (a survey deliverables checklist will be provided by the City's project manager to the Design Professional in order to verify what is acceptable by City's survey team), and
- Approved Survey AutoCAD files submitted to E&CP surveying.

5.2.2 Geotechnical and Environmental Investigation, Testing, and Reporting

A geotechnical and environmental investigation will be conducted to provide subsurface data to support project design and construction. The geotechnical field investigation will be performed concurrent with the environmental field investigation to collect data from the same boring locations. Design Professional to obtain all permitting required for geotechnical exploration and potholing work. Geotechnical Report shall be in accordance with the City of San Diego's '[Guidelines for Geotechnical Reports](#)'.

5.2.2.1 Field Investigations and Testing

Based on our understanding of the scope of the proposed project, AGE has prepared a proposal to perform a geotechnical investigation which included the advancement of seven (7) geotechnical borings as follows:

- Two borings to the maximum depth of 30 feet below the existing ground surface

(bgs) in the vicinity of the existing Eagle Ridge Pump Station;

- Two borings to the maximum depth of 15 feet bgs along Wing Flight Court;

- One boring to the maximum depth of 15 feet bgs in the vicinity of Wing Span Drive

and Eagle Ridge Drive adjacent to the regulating station; and

- Two borings along Coleshill Drive to the maximum depth of 15 feet bgs.

5.2.2.2 Geotechnical Engineering Analysis and Report Preparation

Following the field investigation and laboratory testing, Design Professional will analyze the data gathered to provide geotechnical and seismic recommendations for the proposed improvements. The results of the geotechnical and geologic analyses will be summarized in a report.

Deliverables:

- Draft Geotechnical Report (PDF), and
- Final/Approved Geotechnical Report (PDF).

5.2.3 Storm Water Requirements Application Checklist (DS-560)

Submit a completed DS-560 Storm Water Requirements Applicability Checklist to the City. It is assumed that the ERPS site will be characterized as a “Standard Development Project”, as it does not meet the specific requirements to be defined as a “Priority Development Project” (see Slide 4 – [PowerPoint Presentation \(sandiego.gov\)](http://sandiego.gov)). As a result, this scope and fee does not include a Stormwater Quality Management Plan (SWMP), which under the City’s permitting rules is not required for Standard Development Projects.

Deliverables:

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

5.2.4 Hydraulic Analysis and Studies

Update the existing model with the new Eagle Ridge Pump Station, the new Navajo (930) Pressure Zone, and the newly constructed Navajo Pump Station. Analyze the model to develop system head curves for the new pumps and perform a transient analysis for the new pump station. Tasks will include:

- The City will export their existing model (assumed to be

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Synergi) into an EPANET inp file. BC will import the inp file into InfoWater Pro or WaterGEMS. It is assumed that the model will import and run in InfoWater Pro or WaterGEMS and will give similar results as the Synergi model. If there are problems importing or running the model, BC will discuss potential solutions with the City which may include amending the contract.

- Validate the existing model to existing conditions. The City will provide SCADA data of existing pump station flows and pressures, tank levels, system pressures, and other available SCADA data for the area. BC will compare SCADA flows, tank levels, and pressures on the suction and discharge sides of the existing Eagle Ridge Pump Station and in the existing service area of what will be the new Navajo (930) pressure zone. If needed, minor calibration will be performed which will include modifications to pump station and valve settings to match the SCADA data. It is assumed that demands are correct in the model and demands will be simply scaled up or down during the model calibration.
- Update the model to include the new Navajo Pump Station and the new Navajo (930) pressure zone.
- Add one future model scenario which will include scaling up demands in the study area using a total future demand supplied by the City.
- Develop up to eight system head curves for the new pump station. The system head curves will include a range of head conditions, including low and high suction and discharge tank levels, low and high demands, existing and future demands, etc.
- After pump curves are selected from the system head

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curves for the new pump station, add the pump curves to the model and verify that the system will operate correctly with the new pump curves. This will include reviewing system pressures and velocities and verifying that tanks cycle correctly.

- Verify Navajo fire pumps are adequate for the Eagle Ridge Community.
- Advance the validated InfoWater or WateGEMS model into an InfoSurge or HAMMER transient hydraulic model, respectively, by using industry-standard techniques and by adding existing devices for surge pressure mitigation such as air/vacuum relief valves (AVARs) and the hydropneumatic (surge) tank at the Navajo Pump Station.
- Conduct a transient analysis to investigate the mechanism of pressure surges and recommend on-site surge mitigation equipment,
- The transient hydraulic analysis will focus on power loss at the Eagle Ridge Pump Station as the critical scenario for the transient impact on the new (930) Navajo pressure zone. The analysis will not include scenarios with active modulation of flow control valves.
- The surge analysis will consider a single set of boundary conditions (demands, pressures) and a single set of pump station flowrates that will be conservatively selected to represent the worst-case scenario for the transient impact.
- The surge pressure mitigation strategy will focus on on-site measures. If mitigation at remote locations of the new (930) Navajo pressure zone cannot be achieved with surge countermeasures at the Eagle Ridge Pump Station, suggestions will be made as to possible reasons and

recommendations will be developed for potential solutions.

Deliverables:

- Draft Hydraulic Modeling and Transient Analysis Evaluation (included as part of the BODR) (PDF),
- City approved Hydraulic Modeling and Transient Analysis Evaluation (included as an attachment to the BODR) (PDF)

5.2.5 Environmental Support Services.

The City will determine (ENV DOCUMENTS) the required land use permit and CEQA process requirements. Design Professional will be required to coordinate with City Project Manager in satisfying project permit requirements, including providing assistance in responding to issues from City Development Services Department for project environmental assessment. Assist with the development of the CEQA Project Description, with the City's and Design Team's input, to clarify start time of construction, duration of construction, road closures, exterior design features, street parking spaces, and landscape features.

5.2.6 SITE DESIGN

5.2.6.1 ARCHITECTURAL DESIGN

The Architectural Design will be in accordance with the current building codes, local ordinance and HOA guidelines. The Design features will include:

- Lightweight composite Spanish style roof to match with existing surrounding homes.
- CMU wall with exterior stucco along with possible stone or brick veneer accent to blend in with the area architectural features.
- Daylighting shall be provided to bring natural light into the space in lieu of windows.
- Interior walls shall be lined with acoustical panels where possible to absorb and reduce noise escaping the building.

- Acoustical power roll up door shall be provided for ease of operation and noise reduction.
- Acoustical access doors shall be provided.
- The color scheme shall be compatible and complement with existing surrounding neighborhood.

Fire hazard zone related components which may include such items as dual glazed windows, venting and other WUI building code requirements.

5.2.6.2 LANDSCAPE DESIGN

- Design professional will describe the project related to landscape materials; fire hazard zone planting requirements; perimeter wall conditions for safety and security; plant selection; maintenance and community screening of the facility.
- Design professional will describe the water conserving elements of the landscape design.

5.2.6.3 SITE SECURITY DESIGN

5.2.6.3.1 Meet with Public Utilities Department's security team to discuss the site security requirements:

The Security for the new Eagle Ridge Pump Station facility shall be in accordance with chapter 9 of the 2021 Water Facility Design Guidelines, and shall conform to the following guidelines:

5.2.6.3.2 Minimum 8ft. (not including top guard) security fencing shall be provided at all pump stations. CMU Block walls with architectural treatment and wrought iron style top guard or a high security wrought iron style fencing system are preferred over a chain link fence.

5.2.6.3.3 Long driveways to facilities shall be avoided. Landscaping and vegetation shall be kept clear of the fencing/perimeter wall systems. Trees shall not be

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planted in a location where the canopy, at full maturity, is no closer than 3 ft of the fencing/perimeter wall systems. The following shall also be provided:

- Key card reader access control for all gates and exterior bldg. doors and openings at a minimum,
- Automated single slide or single swing access gate, minimum opening 14 feet,
- Local area exterior LED lighting with switch and photocell,
- Vandal-proof doors, vandal-proof lights,
- Best locks for all buildings,
- Gate entrance with key card access (Knox locks and switches),
- Gate entrance with card access shall have Knox Switches coordinated with the local fire department,
- Vaults, manholes, and drains shall be located inside the fenced pump station detection,
- Vaults shall be provided with standard lockable, spring-loaded, double leaf access doors, and fitted with a safety net system,
- Vaults, skylights, and hatched shall have intrusion detection devices,
- Video surveillance system for remote monitoring of the facility with a combination of fixed, PTZ. And thermal imaging cameras, this also relates to landscape plant clearances and will need to be balanced with the need for community screening of the facility.

- All cameras must have video analytic capabilities, and
- Point to Point communications path to send security system data from facility Chollas Yard.

5.2.6.3.4 Doors, windows, locks, and related equipment must be per City of San Diego approved list. To be provided by the City Project Management Team.

5.2.6.3.5 Detail the project requirements for device placement and requisite power, conduit, wiring. Drawings and specifications for security systems are not included in the as-built drawings but are provided as a stand-alone set of biddable documents by the Contractor or the City's security contractor.

Deliverables:

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

Link to the 2021 Water Facility Design Guidelines:

- <https://www.sandiego.gov/sites/default/files/water-facility-design-guidelines-2021.pdf>

5.2.6.4 Noise Study

The Design Professional will perform an acoustical analysis to ensure allowable legal noise levels are not exceeded at the property line per local ordinances. Design Professional will provide/complete the following:

Conduct an ambient noise baseline surveys to evaluate existing noise conditions relative to the ERPS facility located in a “residential” zoned area within the City of San Diego.

Utilize SoundPlan noise simulation software to evaluate the ERPS noise impact(s) on the immediate (250-meter radius) development and provide graphical and quantitative analysis to assist in the design

development. Two simulations will be completed for normal pump operations.

Summarize the regulatory and noise ordinance requirements, ambient baseline conditions, noise computer simulations for the ERPS, operational acoustical abatement analyses, findings and mitigation/recommendations into an Operational Noise Assessment Report

Deliverables:

- Draft Operational Noise Assessment Report (PDF), and
- Final approved Operational Noise Assessment Report included as an attachment to the BODR (PDF).

5.2.6.5 Traffic Impact Memo

Consultant will develop a traffic impact memo to be incorporated into the Basis of Design by Brown and Caldwell. The Basis of Design workshop with the City will need to occur before starting the basis of design to align with the City on requirements for the memo and traffic control. The memo will identify the impacts of construction on the local roadway users and ways to mitigate impacts to the neighborhood. Preliminary work zones with access for vehicles, and pedestrians will be shown in exhibits as well, and described in the memo. The memo will also discuss the staging and storing of construction equipment to help reduce impacts to the local neighborhoods and anticipated detour routes.

Basis of Design Report (BODR) Submittal

Design Professional shall develop a BODR of the project for City's formal review and comment at preliminary design level. The BODR will include defining City standards, City and regulatory agency requirements for design and design calculations required for the project. The BODR shall include the preparation of:

1. Title sheet,

2. Vicinity and location map,
3. Title block (City provided); north arrow; scales; project title; construction notes; construction legend; standard symbols; telephone numbers of utilities and other affected agencies and businesses; basis of bearing and benchmark; general notes and abbreviations,
4. Existing Conditions, including, but not limited to base map, property lines, roads, utility lines and appurtenances (above and underground), drainage facilities,
5. Geotechnical exploration and investigation report,
6. Demolition and pipe abandonment plans,
7. Site access, and spoil, mobilization, and storage areas,
8. Pump station and piping mechanical design,
9. Structural design for the pump station building as well as the Noise mitigation plan.

Deliverables:

- Draft BODR (PDF),
- Final BODR (PDF), and
- Attachments to the BODR will include the scope items listed in subtasks 5.2.1 through 5.2.7 above.

5.3 DESIGN DEVELOPMENT (FUNDING PHASE 2)

Upon complete submission and approval of pre-design deliverables, Design Professional will proceed with design development. PDFs, spreadsheets, or other formats, as indicated, will be provided of the listed deliverables below. Native files will be provided at the request of the City.

5.3.1 30% Design Submittal and Review

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Prepare and submit detailed 30% design package for City's formal review and comment. The 30% design package will incorporate the City's comments from the TM/BODR.

Design Professional will provide internal quality control review of all deliverables per the project specific Quality Management Plan to ensure they meet the requirements of the agreed upon scope of services.

Deliverables:

- An approved TM/BODR with comments addressed,
- All reviewed calculations completed to date,
- Geotechnical report (PDF),
- A submitted storm water review (PDF),
- 30% design drawings in full-size and half-size (PDF),
- 30% specifications with table of contents (PDF),
- 30% design calculations (PDF),
- 30% engineering cost estimate (PDF),
- 30% design review checklist (PDF),
- 30% CADD Files,
- Civil Drawings:
 - Existing utilities plotted; existing facility horizontal controls, and elevations confirmed with current survey,
 - All major system structures located,
 - Preliminary drawings include site layout, yard piping, and major grading and drainage elements.
- Architectural Drawings:
 - Preliminary architectural design completed and ready for

approval. Show floor plans, exterior elevations, and roof plans of buildings.

- Exterior Elevations Renderings for Community/ HOA review and approval.
- Landscape Architectural Drawings:
 - Building Code and Life Safety Code Study completed.
 - Preliminary landscape architectural design completed and ready for approval. Show hardscape, planting areas, grading and berming, Plant palette described and water conserving irrigation strategy.
- Structural Drawings:
 - Layout for structural design established,
 - The main structural system and detailed design approach for each structural component established,
 - Layout plan drawings started.
- Mechanical Drawings:
 - General arrangement layout of major equipment completed,
 - All major equipment, pipe sizes, work clearances, equipment spacing, and access shown,
 - System flow diagrams complete.
- Electrical Drawings:
 - Preliminary single-line diagrams of major distribution systems and of motor control centers prepared,
 - Preliminary site layouts showing locations of switchgear and main motor control centers prepared,
 - Partial equipment schematic diagrams started.

- Instrumentation P&IDs depicting:
 - General control philosophy,
 - Type of instrumentation and control philosophy,
 - All primary and secondary control devices (elements, transmitters),
 - All instrumentation (primary, secondary, panel and computers) shown but not tagged,
 - Area designated drawing and equipment numbering system finalized.

5.3.2 60% Design Submittal and Review

Prepare and submit detailed 60% design package for City's formal review and comment. The 60% design package will incorporate the City's comments from the 30% design as well as community comments.

Design Professional will provide internal quality control review of all deliverables per the project specific Quality Management Plan to ensure they meet the requirements of the agreed upon scope of services.

Deliverables:

- Comments from all 30% design submittal reviews incorporated,
- All calculations completed and reviewed,
- Preliminary Title 24 forms (PDF),
- A submitted storm water review (PDF),
- 60% design drawings with complete list of construction contract drawings in full-size and half-size (PDF), 60% specifications (PDF),
- 60% design calculations (PDF),
- 60% engineering cost estimate (PDF),

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- 60% design review checklist (PDF),
- ADA curb ramps to be included in design,
- Completed DS-560 Storm Water Requirements Applicability Checklist (PDF),
- Water Pollution Control Plan (WPCP) (PDF),
- 60% CADD Files,
- Civil Drawings:
 - Grading and drainage plans and demolition plans essentially complete.
 - Plan and profile sheets essentially complete.
- Landscape Architectural Drawings:
 - Plant material legend complete. Irrigation plan partially complete: meter, mainline, backflow devices shown and all equipment has been selected.
 - Planting plan, legend, details, notes and preliminary specifications
 - Irrigation plan, legend, details, notes, water budget calculations
 - Water budget calculations, pressure loss calculations and a project irrigation schedule
- Architectural Drawings:
 - Floor, roof and ceiling plans essentially complete,
 - Elevations and sections essentially complete,
 - Door, window, and finish schedule partially complete.
- Structural Drawings:

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- Foundation plans essentially complete,
 - Other plans and sections and details partially complete.
- Mechanical Drawings:
 - General arrangement drawings essentially complete,
 - Sections and details partially complete,
 - Schedules partially complete.
- Electrical Drawings:
 - Power block diagrams, single-line diagrams and motor control diagrams essentially complete,
 - Power and control layouts partially complete,
 - Panel, duck-bank, pull box, and cable/conduit schedules partially complete,
 - Electrical equipment elevations partially completed,
 - Lighting plans partially completed,
 - Grounding plans partially completed,
 - Electrical details partially completed.
- Instrumentations:
 - P&IDs complete and tag numbers shown,
 - process control strategies essentially complete and tag numbers included,
 - Panel layout drawings and details partially complete.
- Noise:
 - Design and specifications for noise mitigation measures
- Traffic Control Design:

- Temporary road closures,
 - Detour plans,
 - Staging and storage areas,
 - Road resurfacing and striping plans.
- HVAC & Fire Protection
 - Drains and ventilation,
 - Fire supply, hydrants, sprinklers, and alarms.

5.3.3 100% Design Submittal and Review

Design Professional will prepare and submit a detailed 100% design package for City's formal review and comment. The 100% design package will incorporate the City's 60% design comments.

DSD coordination is included in this task and includes the following:

- Coordination with all relevant DSD reviewing disciplines and all the review cycles such that the contractor can obtain the building permit.
- Any deferred reviews such as security systems are not included in this task.

Design Professional will provide internal quality control review of all deliverables per the project specific Quality Management Plan to ensure they meet the requirements of the agreed upon scope of services.

Completion of 100% design will be accepted upon:

Deliverables:

- Comments from all 60% design submittal reviews incorporated,
- All calculations completed (PDF),
- An approved 60% City wide plan check,

- Signed Title 24 forms (original signed forms, PDF),
- An approved storm water review (PDF),
- 100% design drawings complete for all disciplines in full-size and half-size (PDF), and 5 full-size hard copies,
- 100% specifications (PDF),
- 100% engineering cost estimate (PDF) using City's Master Bid List template,
- 100% design review checklist (PDF),
- Preliminary O&M Manual
- An approved plan check set of plans,
- Submittal master and tracking list (PDF), and
- 100% CADD Files.

5.3.4 Permitting Support Services

Design Professional will use the above 100% Design submittal documents to prepare and submit earlier permit packages for review by the agencies having jurisdiction. Execution of this tasks is based on the following:

- Plans will be permitted by the City of San Diego for construction; Design Professional to provide all DSD coordination, applications, review processes, delivery/pickup of plans, and provide plans and technical specifications as required for the completion of DSD's permits,
- Permit to Work on Private Property during construction is not anticipated,
- Project design qualifies for NOE, pursuant to the California

Environmental Quality Act (CEQA),

- Obtain encroachment and right of entry permits if needed, and

Design Professional is not responsible for any fees associated with permitting.

5.3.5 Final Design (Bid Set) Submittal and Acceptance

Design Professional will prepare and submit a final design package for bidding. The design package will incorporate the City's 100% design comments in addition to DSD's permit comments.

5.3.5.1 Final Design Deliverables

- Signed full sized and half sized drawings (PDF),
- Final Design CADD files (.DWG),
- Final project cost estimate, include escalation for market conditions, equipment escalation for inflation (PDF), and one version in City's cost estimating format (excel), and
- Internal quality control review of all deliverables to ensure requirements of the agreed upon scope of services have been met.

5.4 BID AND AWARD SUPPORT (FUNDING PHASE 2)

Upon complete submission and approval of design development deliverables, Design Professional will support City staff during the bid and award phase.

5.4.1 Meetings

Per City's request, attend up to 3 project related meetings including but not limited to, Pre-Bid Conference, and site visits required meetings on-site and off-site.

5.4.2 Request for Information/Clarification (RFI/RFC) Responses

Prepare responses to any RFIs or clarification as requested by City staff.

RFI's that are due to Design Professional's errors and/or omissions will not be considered for payment.

5.5 CONSTRUCTION SUPPORT SERVICES (FUNDING PHASE 2)

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

5.5.1 Meetings

Attend one (1) pre-pre-construction, one (1) pre-construction, and forty (40) progress meetings (assumed meetings are bi-weekly). Meeting agendas and meeting minutes are assumed to be provided by the City Construction Manager.

5.5.2 Design Changes During Construction

Any design revisions by the design consultant during construction should be recorded for the purpose of confirming contractor's redlines. This task was budgeted to include a total of ten (10) design changes.

5.5.3 Permitting Support

Design Professional will be available to support the City and Contractor with routine building permit issuance needs. At this stage of the project it will be the Contractor's responsibility to secure the permit, including submittal all relevant documents and payment of any required permitting fees.

5.5.4 Submittal Reviews

- Review Contractor submittals in a timely fashion with

respect to Submittal Master and Tracking List, and

- Provide responses within 10 working days.
- This task was budgeted to include a total of one-hundred and fifty (150) submittal reviews, seventy-five (75) resubmittal – second submittal reviews, plus ten (10) follow-up resubmittal – third submittal reviews.

5.5.5 Change Orders

This task includes review of Contractor Change Orders due to unforeseen conditions that may have arisen during the course of the project.

- Review and evaluate submission to scope intent, and
- Provide revision sketches, direction and/or specifications as required and sufficient for Contractor to adequately price the work through the Construction Manager RFP.
- This task was budgeted to include a total of ten (10) Change Orders reviews.

5.5.6 Requests for Information/Clarification (RFI/RFC)

- Provide responses to all RFIs and RFCs related to interpretation of contract documents, unforeseen conditions, value engineering proposals, and changes in scope, and
- RFIs will be returned to the Construction Manager within 5 working days.
- This task was budgeted to include a total of one-hundred and fifty (150) RFI/RFC responses.

5.5.7 Structural Observation

- Provide structural observation during construction. A

structural observation report will be provided after each site visit. The required structural observations will be listed on the structural drawings.

- This task was budgeted to include a total of six (6) site visits for structural observation.

5.5.8 Cathodic Protection System Support

- Consultant will provide input on testing and inspection plans during installation of CP system during construction. This will be part of the required QC plan that is detailed by the specification.
- Consultant will provide remote QA support and responses to issues during construction. No on-site support by Consultant is anticipated.

6.0 POST CONSTRUCTION SUPPORT SERVICES (FUNDING PHASE 2)

6.1 Start-up and Testing

Consultant shall provide the test plan requirements, using the City's latest testing plan template, to include, but not limited to, Functional Testing, 14-Day Start-Up Testing, pump efficiency testing, and any other testing required to confirm that the designer's intended design has been met, and all PUD requirements met. A copy of the testing template will be provided by City's Project Management team during design. Design Professional to provide recommended 'Facility Startup Testing' procedures to the Contractor to simulate actual operating conditions of the pumping equipment. Recommended testing procedures shall also include an estimate of required materials for the contractor to install any temporary plumbing or appurtenances needed to complete the testing. Figures and schematics of any temporary piping and connections shall be included (Consultant will also verify if water can be put back into distribution system with minimum water usage/wastage).

The Consultant's testing plan shall be reviewed by the City and provided to the Contractor as reference to aid in the development of the final testing plan. The final testing plan will be submitted by the Contractor prior to the start of testing and shall be in accordance with City's pump station testing template. The Contractor has the option to use the Consultant's recommended testing procedures. The Contractor shall be ultimately responsible to provide an approved Facility Startup Testing plan and Commissioning plan that covers all components of the facility and shall demonstrate satisfactory operation over the full operating range of all systems.

Design Professional shall assist the Construction Manager in participating and witnessing the Functional Testing and the Start-Up Testing. Anticipated level of effort for onsite field support, in addition to testing plan preparation effort, included as a basis for this scope and fee is attendance to two (2) programming workshops and five (5) working days supported by two (2) consulting engineers; one pump station engineer and one instrumentation and controls engineer.

Deliverables:

- Draft Consultant's Recommended Test Plan Report (PDF), and
- Approved Consultant's Recommended Test Plan Report (PDF).

6.2 Final Walkthrough and Punchlist Resolution

- Conduct final walkthrough with City staff, and
- Assist the City Construction Manager with punch list coordination and completion for substantial completion of the project.

6.3 Record Drawings

Record final as-built conditions to CADD files, using Contractor redlines which have been reviewed and approved by the City Construction Manager.

7.0 Additional Services (FUNDING PHASE 2)

This Section (Additional Services) is an allowance that will cover additional engineering services needed to address activities and needs as they become apparent during the course of performing the project. Additional services will not be undertaken by Brown and Caldwell without prior authorization by the City. The fees and description of any additional engineering service will be provided to the City for approval and authorization.

END OF SCOPE OF SERVICES

COMPENSATION AND FEE SCHEDULE

Project Phase Funding Costs – Design of Eagle Ridge Pump Station Replacement (H2426433-M)						
Funding Phases	Task #	Task Description	Fixed Amount	Not to Exceed Amount for Scope of Services	Not to Exceed for Additional Services \$	Total Not to Exceed Amount \$
Phase 1	5.1	Project Management	\$402,489	\$873,164	-	\$873,164
	5.2	Pre-Design and BODR	\$470,675			
Phase 2	5.3	Design Development	\$963,497	\$1,446,368	\$231,953	\$1,678,321
	5.4	Bid and Award Support	\$29,410			
	5.5	Construction Support Services	\$353,060			
	6.0	Post Construction Support Services	\$100,401			
	7.0	Additional Services	\$231,953			
Total				\$2,319,532	\$231,953	\$2,551,485

EXHIBIT B

[illegible]

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.

Compact Version

		BROWN & CALDWELL				Subconsultants														Subs Mark-Ups %	SUBS TOTAL	Project Total
		BROWN & CALDWELL Total Hours	BROWN & CALDWELL Total Labor	BROWN & CALDWELL L ODCs	BROWN & CALDWELL Total	Allied	Air-X	CPI	DHK	Hoch	Kleinholder	MBN	Mora Dow	SDE	STC	Studio West	Landscape					
Task Description	Budget																					
1 PROJECT MANAGEMENT	1,137	\$ 319,824	\$ 2,800	\$ 322,024	\$ -	\$ -	\$ 6,500	\$ 3,120	\$ 3,525	\$ -	\$ 10,556	\$ 50,000	\$ -	\$ 2,932	\$ -	\$ 3,832	\$ 86,465	\$ 402,489				
1.1 Project Management Support	-	\$ -															\$ -	\$ -				
1.1.1 Project Schedule (24-months)	24	\$ 8,148															\$ -	\$ -	\$ 8,148			
1.1.2 Records Management (24-months)	4	\$ 1,525															\$ -	\$ -	\$ 1,525			
1.1.3 Design Coordination (24-months)	384	\$ 110,762															\$ -	\$ -	\$ 110,762			
1.1.4 Subconsultant Management Support	-	\$ -					\$ 2,100	\$ 2,340	\$ 1,175		\$ 5,100			\$ 2,932		\$ 687	\$ 14,430	\$ 14,430				
1.2 Monthly Status Reports & Invoicing (24 months)	144	\$ 30,748															\$ -	\$ -	\$ 30,748			
1.3 Monthly Project Management Meetings (16 months)	81	\$ 20,866															\$ -	\$ -	\$ 20,866			
1.4 Design Coordination Meetings & Workshops	-	\$ -															\$ -	\$ -	\$ -			
1.4.1 Design Kick-off Meeting	12	\$ 3,091	\$ 750														\$ -	\$ -	\$ 3,841			
1.4.2 Pre-BODR Workshops (3 total)	72	\$ 18,836	\$ 750				\$ 1,760	\$ 380	\$ 793		\$ 1,530						\$ 223	\$ 4,076	\$ 24,262			
1.4.3 Design Review Meetings (4 total)	105	\$ 27,355					\$ 2,040	\$ 380	\$ 1,587		\$ 3,040						\$ 382	\$ 8,019	\$ 35,373			
1.4.4 Bid Set Acceptance Meeting (1 total)	12	\$ 3,091															\$ -	\$ -	\$ 3,091			
1.5 Community Planning	64	\$ 21,752	\$ 500														\$ -	\$ -	\$ 22,252			
1.5.1 Meetings and Workshops	\$ -	\$ -										\$ 5,881					\$ 483	\$ 10,359	\$ 10,354			
1.5.2 Community Engagement at 60% Design Phase	\$ -	\$ -										\$ 800	\$ 25,746				\$ 1,327	\$ 27,873	\$ 27,873			
1.5.3 As-needed Community Engagement Support	\$ -	\$ -											\$ 14,363				\$ 720	\$ 15,113	\$ 15,113			
1.6 QA/QC	-	\$ -															\$ -	\$ -	\$ -			
1.6.1 BODR	51	\$ 15,766															\$ -	\$ -	\$ 15,766			
1.6.2 30% Design	52	\$ 16,048															\$ -	\$ -	\$ 16,048			
1.6.3 60% Design	46	\$ 14,201															\$ -	\$ -	\$ 14,201			
1.6.4 100% Design	43	\$ 13,157															\$ -	\$ -	\$ 13,157			
1.6.5 Final Design	43	\$ 13,157	\$ 500														\$ -	\$ -	\$ 13,657			
2 PRE-DESIGN AND BODR	996	\$ 234,142	\$ 3,750	\$ 237,892	\$ 47,426	\$ 25,000	\$ 14,900	\$21,840	\$ 35,375	\$ 7,652	\$ 5,505	\$ -	\$ 45,000	\$ 17,500	\$ 1,500	\$ 11,085	\$ 232,783	\$ 470,675				
2.1 Data Collection and Records Review	14	\$ 3,926															\$ -	\$ -	\$ 3,926			
2.1.1 Subsurface Utility Exploration (Potholing)	10	\$ 3,371	\$ 750			\$ 25,000											\$ 1,250	\$ 26,250	\$ 30,371			
2.1.2 Site Visits (3 total)	30	\$ 8,566	\$ 1,500														\$ -	\$ -	\$ 10,066			
2.1.3 Site Topography and Base Mapping	-	\$ -	\$ 750										\$ 45,000				\$ 2,250	\$ 47,250	\$ 48,000			
2.2 Geotechnical Investigations	-	\$ -															\$ -	\$ -	\$ -			
2.2.1 Field Investigations and Testing	9	\$ 3,049			\$ 37,571												\$ 1,879	\$ 39,450	\$ 42,499			
2.2.2 Geotechnical Engineering Analysis and Report Preparation	4	\$ 1,525			\$ 9,855												\$ 493	\$ 10,348	\$ 11,872			
2.3 Storm Water Requirements Application Checklist (DS-600)	6	\$ 1,720							\$ 5,875								\$ 294	\$ 6,169	\$ 7,889			
2.4 Hydraulic Analysis and Studies	255	\$ 54,554															\$ -	\$ -	\$ 54,554			
2.5 Environmental, Biological, and Cultural Studies for CESA	36	\$ 11,080															\$ -	\$ -	\$ 11,080			
2.6 Site Design	-	\$ -	\$ 750														\$ -	\$ -	\$ 750			
2.6.1 Architectural Design	10	\$ 2,438									\$ 5,505						\$ 275	\$ 5,780	\$ 6,218			
2.6.2 Landscape Design	10	\$ 2,438												\$ 1,500			\$ 75	\$ 1,575	\$ 4,013			
2.6.3 Site Security Design	46	\$ 7,759															\$ -	\$ -	\$ 7,759			
2.6.4 Noise Study	14	\$ 3,097						\$15,600									\$ 780	\$ 16,380	\$ 19,477			
2.6.5 Traffic Impact Memo	-	\$ -												\$ 17,500			\$ 875	\$ 18,375	\$ 18,375			
2.7 Basis of Design Report (BODR)	-	\$ -															\$ -	\$ -	\$ -			
2.8.1 Draft Submittal	406	\$ 95,505															\$ -	\$ -	\$ 95,505			
2.8.2 Final Submittal	146	\$ 35,115															\$ -	\$ -	\$ 35,115			
2.8.3 Subconsultant and Coordination	-	\$ -					\$ 14,900	\$ 5,240	\$ 29,500	\$ 7,652							\$ 2,915	\$ 61,207	\$ 61,207			
3 DESIGN DEVELOPMENT	2,654	\$ 606,684	\$ 4,000	\$ 610,684	\$ -	\$ -	\$ 32,100	\$ 4,680	\$100,720	\$ 95,100	\$ 31,750	\$ -	\$ -	\$ 52,258	\$ 18,500	\$ 16,805	\$ 382,913	\$ 963,497				
3.1 30% Design Submittal	-	\$ -															\$ -	\$ -	\$ -			
3.1.1 Design Development	778	\$ 171,085															\$ -	\$ -	\$ 171,085			
3.1.2 Subconsultants	-	\$ -					\$ 5,100	\$ 2,340	\$ 29,500	\$ 38,440	\$ 7,420			\$ 4,500	\$ 4,365	\$ 91,665	\$ 91,665					
3.2 60% Design Submittal and Review	-	\$ -															\$ -	\$ -	\$ -			
3.2.1 Design Development	952	\$ 194,453	\$ 750														\$ -	\$ -	\$ 195,203			
3.2.2 Subconsultants	-	\$ -					\$ 21,900	\$ 1,170	\$ 25,180	\$ 24,025	\$ 12,343			\$ 26,129	\$ 6,250	\$ 5,850	\$ 122,847	\$ 122,847				
3.3 100% Design Submittal and Review	-	\$ -															\$ -	\$ -	\$ -			
3.3.1 Design Development	694	\$ 147,020	\$ 1,250														\$ -	\$ -	\$ 148,270			
3.3.2 Subconsultants	-	\$ -					\$ 5,100	\$ 1,170	\$ 25,180	\$ 24,025	\$ 8,009			\$ 13,085	\$ 6,250	\$ 4,140	\$ 86,938	\$ 86,938				
3.4 Permitting Support Services	40	\$ 9,390								\$ 1,520							\$ 76	\$ 1,596	\$ 10,986			
3.4 Final Design (Bid Set) Submittal and Acceptance	-	\$ -															\$ -	\$ -	\$ -			
3.4.1 Design Development (Bid Set)	390	\$ 84,635	\$ 2,000														\$ -	\$ -	\$ 86,635			
3.4.2 Subconsultants	-	\$ -							\$ 20,880	\$ 9,910	\$ 2,498				\$ 13,065	\$ 1,500	\$ 2,375	\$ 49,867	\$ 49,867			
4 BID AND AWARD SUPPORT	75	\$ 19,692	\$ 1,000	\$ 21,192	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 895	\$ 4,672	\$ 780	\$ -	\$ -	\$ -	\$ 1,500	\$ 391	\$ 8,218	\$ 29,410			
4.1 Meetings (up to 3)	21	\$ 7,014	\$ 1,500														\$ -	\$ -	\$ 8,514			
4.2 Requests for Information/Clarification (RFIRFCs) Responses	54	\$ 12,678								\$ 895	\$ 4,672	\$ 780				\$ 1,500	\$ 391	\$ 8,218	\$ 20,896			
5 CONSTRUCTION SUPPORT SERVICES	1,064	\$ 273,391	\$ 2,003	\$ 275,394	\$ -	\$ -	\$ 10,400	\$ 5,070	\$ 3,665	\$ 32,065	\$ 16,268	\$ -	\$ -	\$ -	\$ -	\$ 6,500	\$ 3,698	\$ 77,648	\$ 353,060			
5.1 Meetings (up to 40)	120	\$ 35,343	\$ 1,500														\$ 440	\$ 9,540	\$ 46,083			
5.2 Design Changes During Construction	54	\$ 14,267															\$ -	\$ -	\$ 14,267			
5.3 Permitting Support	-	\$ -	\$ 503														\$ -	\$ -	\$ 503			
5.4 Submittal Reviews (up to 150)	457	\$ 113,501					\$ 2,300	\$ 1,580	\$ 1,833	\$ 6,413	\$ 6,507			\$ 3,250	\$ 1,063	\$ 22,959	\$ 136,457					
5.5 Change Orders (10 total)	165	\$ 39,862															\$ -	\$ -	\$ 39,862			
5.6 Requests for Information/Clarification (RFIRFCs)	288	\$ 70,417					\$ 2,300	\$ 1,170	\$ 1,833	\$ 6,413	\$ 6,507			\$ 3,250	\$ 1,074	\$ 22,546	\$ 92,964					
5.7 Structural Observations	-	\$ -								\$ 16,033							\$ 802	\$ 16,834	\$ 16,834			
5.7 Cathodic Protection System Support	-	\$ -					\$ 5,800										\$ 250	\$ 6,050	\$ 6,050			
6 POST CONSTRUCTION SERVICES	386	\$ 83,813	\$ 3,000	\$ 87,313	\$ -	\$ -	\$ 3,100	\$ -	\$ 2,395	\$ -	\$ 6,970	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 623	\$ 13,088	\$ 106,401			
6.1 Start-up and Testing	180	\$ 40,738	\$ 2,500				\$ 3,100										\$ 159	\$ 3,358	\$ 46,543			
6.2 Final Walkthrough and Punchlist Resolution	38	\$ 10,823	\$ 1,000														\$ -	\$ -	\$ 11,823			
6.3 Record Drawings	190	\$ 32,202							\$ 2,395		\$ 6,970						\$ 488	\$ 9,833	\$ 42,035			
7 ADDITIONAL SERVICES (10%)	-	\$ -	\$ -	\$ 155,440	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ 76,513	\$ 231,953			
8 NOT USED	-	\$ -	\$ -	\$ -	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	\$ -			
Total Hours	6,531	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Total Budget	-	\$ 1,537,145	\$ 17,283	\$ 1,709,838	\$ 47,426	\$ 25,000	\$ 67,000	\$34,710	\$146,575	\$ 140,489	\$ 71,809	\$ 50,000	\$ 45,000	\$ 72,690	\$ 28,000	\$ 36,435	\$ 841,647	\$ 2,551,495				

Allied Geotechnical Engineers, Inc.

COST ESTIMATE

The total additional funding for the geotechnical services as described in this proposal are estimated to be on the order of \$ 47,426. An outline of the various tasks/services and associated cost estimates is presented in the attached table.

DHK Engineers, Inc.

Task	Hours	Total
Project Management & Meetings	16 @ \$1985/hr	\$3,120
Preliminary Noise Evaluation and Mitigation Study (non-CEQA Technical Noise Report- 5.2.6.2)	80 @ \$195/hr	\$15,600
Noise Control Plan (BODR - 5.2.10)	32 @ \$195/hr	\$6,240
Acoustical Design Support Services (BODR-100%)	24 @ \$195/hr	\$4,680
Construction Support Services (non-CEQA Technical Noise Report- 5.2.6.2)	26 @ \$195/hr	\$5,070
TOTAL	178 hours	\$34,710

Hoch Consulting

Eagle Ridge PS Project - Fee Proposal					Hoch Consulting
Classification	Labor				Total Fees
	Principal Engineer	Sr. Project Designer	Sr. Project Engineer	Associate Engineer	Total
Labor Rate	\$235	\$165	\$210	\$165.00	
5.1: PROJECT MANAGEMENT SUPPORT	15	0	0	0	\$3,525
5.1.2: Invoicing	5				\$1,175
5.1.3: Meetings	10				\$2,350
5.2: PRE-DESIGN AND BASIS OF DESIGN REPORT (BODR)	5	56	56	80	\$35,375
5.2.4: Storm Water Requirements Application Checklist (DS-560)	1	0	8	24	\$5,875
5.2.10: Technical Memorandum/Basis of Design Report Submittal and Review	4	56	48	56	\$29,500
5.3: CIVIL SITE DESIGN DEVELOPMENT	16	192	160	192	\$100,720
5.3.1: 30% Civil Site Design Submittal and Review	4	56	48	56	\$29,500
5.3.2: 60% Civil Site Design Submittal and Review	4	48	40	48	\$25,180
5.3.3: 100% Civil Site Design Submittal and Review	4	48	40	48	\$25,180
5.3.4 Final Civil Site Design (Bid Set) Submittal and Final Acceptance	4	40	32	40	\$20,860
5.4: BID AND AWARD SUPPORT	1	2	0	2	\$895
5.5: CONSTRUCTION SUPPORT SERVICES	2	8	5	5	\$3,665
5.6: POST CONSTRUCTION SUPPORT SERVICES	1	4	4	4	\$2,395
Total	40	262	225	283	\$146,575

CPI Corrosion Probe, Inc.

Task	Description	Cost
5.1	Project Management (of CPI Scope by CPI)	\$2,100
5.1.2	Meetings (includes at least 2 workshops & 3 comment resolution meetings)	\$4,400
5.2.4	Conceptual Design Review & Analysis	\$9,700
5.4.2.1	Conceptual Design Technical Report	\$5,200
5.3.1	30% Design Review (no deliverable)	\$5,100
5.3.2	60% Design – Preliminary Specifications, Details, Design	\$21,900
5.3.3	100% Design – Finalized Preliminary Specifications, Details, Design	\$5,100
5.5.2.3 / 5.5.2.5	Submittal & RFI Review	\$4,600
5.5.2.7	Quality Control / Assurance Remote Support	\$5,800
5.6.1	Startup Testing Remote Support	\$3,100
Total (Time & Materials)		\$67,000

Kleinfelder

Task 1: Pre-Design Services	\$ 7,652.00
Task 2: Design Development Services	\$ 96,100.00
Task 3: Bid Phase Services	\$ 4,672.00
Task 4: Construction Support Services	<u>\$ 32,065.00</u>
TOTAL FEE.....	<u>\$140,489.00</u>

EXHIBIT B

MBN Group Architects

		MBN Group						
#	FIXED FEE TASKS	Principal in Charge	Project Mgr/ Arch	CAD Drafter	Clerical	Lump Sum	TOTAL HOURS	TOTAL PRICE
	\$/Hour ==>	250	190	89	67			
1	Project Management	1	24	1	1		29	\$ 5,196
2	Pre-design and Basis of Design Report		12		4		16	\$ 2,548
3	30% Design		25	30			55	\$ 7,420
4	60% Design	1	24	40			65	\$ 8,370
5	100% Design		10	24			34	\$ 4,036
6	Final Bid Set	1	6	12			19	\$ 2,458
7	Specifications		24		8		32	\$ 5,096
8	Exterior Elevation Renderings		1	3		2500	4	\$ 2,957
9	Cost Estimate - Architectural Only		15				15	\$ 2,850
	TOTAL =	3	141	110	13	\$ 2,500	269	\$ 40,931
#	ADDITIONAL TASKS (Hourly)	Principal in Charge	Project Mgr/ Arch	CAD Drafter	Clerical	Lump Sum	TOTAL HOURS	TOTAL PRICE
1	Permitting Support		8				8	\$ 1,520
2	Bidding Support		4				4	\$ 760
3	Construction Support		80	12			92	\$ 16,268
4	Post Construction Support		32	10			42	\$ 6,970
	TOTAL =	0	124	22	0	\$ -	146	\$ 25,518
#	REIMBURSABLE TASKS	Principal in Charge	Project Mgr/ Arch	CAD Drafter	Clerical	Lump Sum	TOTAL HOURS	TOTAL PRICE
1	Design Workshop-3 Total					\$ 4,560	0	\$ 4,560
2	Community Meeting- 1 Total					\$ 800	0	\$ 800

Mora Dow Consulting

[illegible]

San Dieguito Engineering, Inc.

Task	Cost
Control	\$9,000
Topographic Survey of Cowles Mountain Blvd and Coleshill Drive Intersection	\$6,000
Topographic Survey of Wing Flight Ct. and Tommy St.	\$12,000
Topographic Survey of Eagle Ridge Dr. and Eagle Ridge Ct. Intersection	\$6,000
Pre-Construction/Post-Construction Corner Record	\$6,000
Additional Survey, Out of Scope	\$6,000
Total	\$45,000

STC Traffic Control & Striping

Task	Description	Sub Total
1.0	Meetings and Coordination	\$2,932.00
2.0	Traffic Analysis Memo	\$17,500.00
3.0	Traffic Control Plans	\$40,182.00
4.0	Signing and Striping Plans	\$12,076.00
Total		\$72,690.00

Studio West Landscape Architecture & Planning

Task	Description	Price
1	Pre-design and BODR	\$1,500.00
2	30% Design Submittal	\$4,500.00
3	Technical Documents	
3A	60% Submittal	\$6,250.00
3B	100% Submittal	\$6,250.00
3C	Final design	\$1,500.00
4	Bid Support Services	\$1,500.00
5	Construction Support Services	\$6,500.00
	Not-to-Exceed Total	\$28,000.00
6	<i>Optional – As-needed support for community presentations, recommended budget \$5,000</i>	<i>As-needed/ to be billed hourly</i>

Labor Category	Standard Hourly Rate (\$)
Principal Landscape Architect	\$185
Senior Landscape Architect/ Project Manager	\$140
Associate Designer	\$110
Draftsman	\$95
Administrative Support	\$65

TIME SCHEDULE

Task Name	Start after NTP	Finish after NTP
Pre-Design (Funding Phase 1)	0 weeks	27 weeks
Design Plans/Specs 30%, 60%, 100%, & Final (Funding Phase 2)	27 weeks	113 weeks
Bid and Award (Funding Phase 2)	113 weeks	137 weeks
Construction Support (Funding Phase 2)	137 weeks	217 weeks
Project Close-Out & Record Drawings (Funding Phase 2)	217 weeks	230 weeks

Project Completion – 230 weeks (from date of the NTP)

NOTE: All work must be completed by the Agreement's expiration date stated in Section 2.1.

E QUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

CONSULTANT REQUIREMENTS

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I.	<p>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.</p> <p><i>Failure to submit the required EOCP documentation indicated below shall result in a determination of the Consultant being non-responsive.</i></p>	
II.	<p>Nondiscrimination in Contracting Ordinance. All Consultants doing business with the City, and their Subcontractors, must comply with requirements of the City's <i>Nondiscrimination in Contracting Ordinance</i>, San Diego Municipal Code Sections 22.3501 through 22.3517.</p> <p>A. <u>Disclosure of Discrimination Complaints (Attachment AA).</u> 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.</p> <p>B. <u>Contract Language.</u> The following language shall be included in contracts for City projects between the Consultant and any Subcontractors, vendors, and suppliers:</p> <p style="padding-left: 40px;">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</p>	

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

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

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

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

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

A. SLBE and ELBE Participation for Contracts Valued Over \$500,000.

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

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

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

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

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

B. Subcontractor Participation.

1. For the purpose of satisfying subcontracting participation requirements, only 1st tier SLBE-ELBE Subcontractors will be recognized as participants in the Contract according to the following criteria:
 - a) For credit to be allowed toward a respective participation level, all listed SLBE-ELBE firms shall have been certified by the Proposal due date.
 - b) The Subcontractor shall perform a commercially useful function for credit to be allowed toward subcontractor participation levels. The Subcontractor shall be required by you to be responsible for the execution of a distinct element of the Work and shall carry out its responsibility by actually performing and supervising its own workforce.

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

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

V. Maintaining Participation Levels.

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

- E. The remedies available to the City under San Diego Municipal Code Division 36 are cumulative to all other rights and remedies available to the City.

VI. Subcontracting Efforts Review and Evaluation.

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

VII. Definitions.

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

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

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

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

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

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

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

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

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

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

VIII. Certifications.

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

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

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

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

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

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

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

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

IX. List of Attachments.

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

DISCLOSURE OF DISCRIMINATION COMPLAINTS

As part of its proposal, the 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
2015	Florida	Claim alleging discrimination	No	Dismissed with nominal settlement	N/A
2015	Arizona	Claim alleging discrimination	No	Dismissed	N/A
2016	North Carolina	Claim alleging discrimination	No	Dismissed	N/A
2016	Virginia	Claim alleging discrimination	No	Dismissed	N/A
2016	Colorado	Claim alleging discrimination	No	Abandoned by claimant	N/A
2017	New York	Claim alleging discrimination	No	Dismissed with nominal settlement	N/A
2018	California	Claim alleging discrimination	No	Abandoned by claimant	N/A
2018	New York	Claim alleging discrimination	Yes	Dismissed with nominal settlement	N/A
2018	Florida	Claim alleging discrimination	No	Dismissed with nominal settlement	N/A
2019	Virginia	Claim alleging discrimination	No	BC denies and disputes this claim. It is open, pending, at this time.	N/A
2020	Georgia	Claim alleging discrimination	No	Abandoned by claimant	N/A
2023	Oregon	Claim alleging wrongful termination	No	Dismissed with nominal settlement	N/A
2023	Washington	Claim alleging discrimination	No	Dismissed with nominal settlement	N/A
2024	Oregon	Claim alleging discrimination	No	BC denies and disputes this claim. It is open, pending, at this time.	N/A
2025	Colorado	Claim alleging discrimination	No	BC denies and disputes this claim. It is open, pending, at this time.	N/A

Design Professional Name Brown and Caldwell

Certified By Victor Occiano

Title Managing Principal

Name



Date March 20, 2025

Signature

USE ADDITIONAL FORMS AS NECESSARY



EQUAL OPPORTUNITY CONTRACTING (EOC)

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

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

WORK FORCE REPORT

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

NO OTHER FORMS WILL BE ACCEPTED

CONTRACTOR IDENTIFICATION

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

Name of Company: Brown and Caldwell

ADA/DBA: _____

Address (Corporate Headquarters, where applicable): 201 North Civic Drive, Suite 300

City: Walnut Creek County: Contra Costa State: CA Zip: 94596

Telephone Number: 925.937.9010 Fax Number: 925.937.9026

Name of Company CEO: Richard D' Amato

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

Address: 451A Street, Ste 1500

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

Telephone Number: 858.514.8822 Fax Number: _____ Email: _____

Type of Business: Corporation Type of License: Engineering

The Company has appointed: _____

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: _____

Telephone Number: () _____ Fax Number: _____ Email: _____

- ☒ 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 Brown and Caldwell

(Firm Name)

San Diego

(County)

California

(State)

hereby certify that information provided

herein is true and correct. This document was executed on this 3rd day of February, 2025

(Authorized Signature)

Victor Occiano

(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2NAME OF FIRM: Brown and CaldwellDATE: January 31, 2025

OFFICE(S) or BRANCH(ES): _____

COUNTY: _____

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

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

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

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial	0	1	1	0	1	0	0	0	0	0	1	6	0	0
Professional	1	0	1	4	1	4	0	0	1	0	9	9	0	0
A&E, Science, Computer														
Technical	0	0	0	0	0	0	0	0	0	0	2	2	0	0
Sales														
Administrative Support	0	0	0	0	0	1	0	0	0	0	0	1	0	0
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*	0	0	0	0	0	0	0	0	0	0	0	0	0	0

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

Totals Each Column	1	1	2	4	2	5	0	0	1	0	12	18	0	0
--------------------	---	---	---	---	---	---	---	---	---	---	----	----	---	---

Grand Total All Employees

46

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

Disabled		1				2					2	4	0	0
----------	--	---	--	--	--	---	--	--	--	--	---	---	---	---

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

Work Force Report

HISTORY

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

WORK FORCE & BRANCH WORK FORCE REPORTS

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

MANAGING OFFICE WORK FORCE

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

TYPES OF WORK FORCE REPORTS:

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

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

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

RACE/ETHNICITY CATEGORIES

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

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

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

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

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

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

Exhibit A: Work Force Report Job categories-Administration

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

Management & Financial

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

Professional

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

Architecture & Engineering, Science, Computer

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

Technical

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

Sales

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

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers

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

Services

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

Crafts

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

Vehicle and Mobile Equipment Mechanics,
Installers, and Repairers
Woodworkers

Operative Workers

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

Transportation

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

Laborers

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

SUBCONTRACTOR PARTICIPATION LIST

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

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

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

NAME AND ADDRESS SUBCONTRACTORS	SCOPE OF SERVICES	PERCENT OF CONTRACT	SLBE/ELBE (MBE/ WBE/DBE/ DVBE/OBE*)	WHERE CERTIFIED**
Allied Geotechnical Engineers, Inc. 9500 Cuyamaca Street, Suite 102 Santee, CA 92071-2685	Geotechnical/Geology	1%	SLBE, DBE, SBE, MBE, SB(Micro)	City of San Diego, LA County Metro, Caltrans, CUCP, CPUC, Supplier Clearinghouse, State of California Department of General Services
Kleinfelder, Inc. 770 First Avenue, Suite 400 San Diego, CA 92101	Structural Engineering	11%	OBE	N/A
DHK Engineers, Inc (Mann, King Engineers, Inc) 1851 Skyhill Place Escondido, CA 92026	Noise	2%	ELBE	City of San Diego
San Dieguito Engineering, Inc. (SDE) 1911 Palomar Oaks Way, Suite 200 Carlsbad, CA 92008	Land Surveying	2%	SLBE/MBE/WBE/DBE/WOSB	CITY OF SD/CPUC/CPUC/ CALTRANS/SBA
Hoch Consulting 804 Pier View Way, Suite 100 Oceanside, CA 92054	Site Civil Engineering Services	5%	SLBE	San Diego County
Corrosion Probe Inc. 12 Industrial Park Road, PO Box 178, Centerbrook, CT 06409-0178	Corrosion Protection	1%	OBE	N/A
MBN Group, Inc. 11622 El Camino Real, Suite 100 San Diego, California 92130	Architectural Design Services	7%	SLBE	City of San Diego
STC Traffic, Inc. 5973 Avenida Encinas, Suite 218 Carlsbad, CA 92008	Traffic Studies Traffic Control Design Signing/Striping Design	4%	SLBE	City of San Diego
Mora Dow Consulting 12406 Pomerado Place San Diego, CA 92128	Community Engagement	2%	ELBE, DBE, MBE, WBE	City of San Diego's SLBE Program, Cal Trans
Studio West Landscape Architecture & Planning 7185 Navajo Rd., STE A San Diego, CA 92119	Landscape and Architecture	2%	ELBE, WBE, SLBE	City of San Diego Supplier Clearinghouse

List of Abbreviations:

Small Local Business Enterprise
Emerging Local Business Enterprise
 Certified Minority Business Enterprise
 Certified Woman Business Enterprise
 Certified Disadvantaged Business Enterprise
 Certified Disabled Veteran Business Enterprise
 Other Business Enterprise

SLBE
ELBE
MBE*
WBE*
DBE*
DVBE*
OBE*

** Listed for informational purposes only.*

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

LIST OF WORK MADE AVAILABLE

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

ITEM OF WORK MADE AVAILABLE	NAICS CODE	BIDDER NORMALLY PERFORMS ITEM (Y/N)	ITEM BROKEN DOWN TO FACILITATE PARTICIPATION (Y/N)	AMOUNT	PERCENTAGE OF BASE BID
Allied Geotechnical Engineers, Inc. Geophysical Surveying and Mapping Services	541360	Y	Y	\$47,426	1.9%
Hoch Consulting Engineering Services (Civil)	541330	Y	Y	\$146,575	5.7%
MBN Group, Inc Architectural Services	541310	Y	Y	\$71,809	2.8%
Mora Dow d.b.a. Mora Dow Consulting Public Relations	541820	Y	Y	\$50,000	2.0%
San Dieguito Engineering, Inc. Surveying and Mapping	541370	Y	Y	\$45,000	1.8%
STC Traffic, Inc. Engineering Services (Traffic)	541330	Y	Y	\$72,690	2.8%
Studio West Landscape Architecture & Planning Landscape Architectural Services	541360	Y	Y	\$28,000	1.1%

LIST OF WORK MADE AVAILABLE

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

ITEM OF WORK MADE AVAILABLE	NAICS CODE	BIDDER NORMALLY PERFORMS ITEM (Y/N)	ITEM BROKEN DOWN TO FACILITATE PARTICIPATION (Y/N)	AMOUNT	PERCENTAGE OF BASE BID
Studio West Landscape Architecture & Planning Landscape Architectural Services	541360	Y	Y	\$100,000	XX%
Hoch Consulting Engineering Services (Civil)	541330	Y	Y	\$100,000	XX%
MBN Group, Inc Architectural Services	541310	Y	Y	\$100,000	XX%
Mora Dow d.b.a. Mora Dow Consulting Public Relations	541820	Y	Y	\$100,000	XX%
San Dieguito Engineering, Inc. Surveying and Mapping	541370	Y	Y	\$100,000	XX%
STC Traffic, Inc. Engineering Services (Traffic)	541330	Y	Y	\$100,000	XX%

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

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

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

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

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

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

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

DISCLOSURE DETERMINATION FOR CONSULTANT

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

1. Department / Board / Commission / Agency Name: Engineering & Capital Projects Department
2. Name of Specific Consultant & Company: Brown & Caldwell
3. Address, City, State, ZIP 451 A St #1500, San Diego, CA 92101
4. Project Title (as shown on 1472, "Request for Council Action") Eagle Ridge Pump Station Replacement
5. Consultant Duties for Project: Professional services for design and design support during construction

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: Shadi Sami
 Shadi Sami - Deputy Director
 Utilities Project Delivery Division

2/19/25
 Date

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

DEFINITION OF "CONSULTANT"

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

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

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

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

CITY OF SAN DIEGO CONSULTANT PERFORMANCE EVALUATION

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

Section I

PROJECT INFORMATION

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

Section II

SPECIFIC RATINGS

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

Section II

SPECIFIC RATINGS Continued

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

Section III

SUPPLEMENTAL INFORMATION

(Please ensure to attach additional documentation as needed.)

(Supporting documentation attached: Yes ☐ No ☐)

Section IV

FINAL RATING

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

City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance

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

A. BID/PROPOSER/SOLICITATION TITLE:

H2426433-M

Brown and Caldwell

Design of Eagle Ridge Pump Station Replacement

B. BIDDER PROPOSER INFORMATION

Brown and Caldwell

Legal Name		DBA	
451 A Street, Suite 1500	San Diego	CA	92101
Street Address	City	State	Zip
Steven Rohrer, PE, Project Manager	858.571.6752	N/A	
Contact Person, Title	Phone	Fax	

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

* The precise nature of the interest includes:

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

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

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

John Paul (J.P.) Semper	Project Manager, Managing Engineer
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
Project Manager	
Interest in the transaction	

Victor Occiano	Managing Principal
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
Managing Principal and Authorized Contract Signatory	
Interest in the transaction	

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

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

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

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

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

Use Attachment "A" if additional pages are necessary.

C. OWNERSHIP AND NAME CHANGES:

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

D. BUSINESS ORGANIZATION/STRUCTURE:

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

☒ **Corporation**

Date incorporated: 11/07/1958 State of incorporation: California

List corporation's current officers:

President: Richard M. D'Amato

Vice Pres.: Euan Finlay

Secretary: Robert D. Goodson

Treasurer: Amy E. Fairbank

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

Name of Bank: Union Bank

Point of Contact: Commercial Customer Service

Address: PO Box 513840, Los Angeles, CA, 90051-3840

Phone Number: 877.436.1875

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

F. PERFORMANCE HISTORY:

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

☒ Yes ☐ No

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

☒ **Yes** ☐ **No**

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

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

☐ **Yes** ☒ **No**

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

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

☐ **Yes** ☒ **No**

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

7. Performance References:

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

Company Name: City of San Diego Engineering & Capital Projects Department

Contact Name and Phone Number: Ramin Safavi 619.533.4660 or Dwayne Abbey 619.952.1149

Contact Email: RSafavi@sandiego.gov

Address: 525 B Street., Suite 750, MS908A, San Diego, CA 92101

Contract Date: 2012 – 2023

Contract Amount: \$1.6M

Requirements of Contract: Design of the Tierrasanta Booster Pump Station Replacement

Company Name: Eastern Municipal Water District

Contact Name and Phone Number: Greg Kowalski 951.928.3777 x4466

Contact Email: kowalskg@emwd.org

Address: 2270 Trumble Road, Perris, CA 92571

Contract Date: 2010–2022

Contract Amount: \$938,000

Requirements of Contract: Design of the Eucalyptus Booster Pump Station Replacement

Company Name: Irvine Ranch Water District

Contact Name and Phone Number: Mark Marcacci 949.453.5522

Contact Email: mmarcacci@irwd.com

Address: 15600 Sand Canyon Ave., Irvine, CA 92618

Contract Date: 2018 - ongoing

Contract Amount: \$2M

Requirements of Contract: Zone A to Rattlesnake Reservoir Pump Station Design

G. COMPLIANCE:

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

H. BUSINESS INTEGRITY:

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

I. WAGE COMPLIANCE:

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

☐ Yes ☒ No

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

J. STATEMENT OF SUBCONTRACTORS:

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

Company Name: See Attachment A.

Contact Name and Phone Number: See Attachment A.

Contact Email: See Attachment A.

Address: See Attachment A.

Contract Date: See Attachment A.

Contract Amount: See Attachment A.

Requirements of Contract: See Attachment A.

See Attachment A.

What portion of work will be assigned to this subcontractor: See Attachment A.

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.

[See Tab 1 for Subcontractor certification.](#)

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 12/01/2023

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.

Victor Occiano, Managing Principal
Name and Title



Signature

3/20/25

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.

E-7: As a privately held corporation, Brown and Caldwell generally does not release financial information. Brown and Caldwell is a \$489 million company, has been in business for 75 years, and is ranked in the top 20% of American environmental engineering firms. The company has enjoyed 20 consecutive years of growth, has over 70 offices and a workforce of approximately 2,000 employees.

F-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?

The following responses are considered highly confidential, and we are providing this information on the understanding that you will protect its confidentiality accordingly and restrict distribution solely to the extent required to review Brown and Caldwell's qualifications. No matter below has any potential for adversely impacting Brown and Caldwell's ability to render services requested in this RFP. Brown and Caldwell is or has been a party in the following litigation related to Brown and Caldwell's professional services in the 5-year period preceding the date of our response to the RFP. Any additional questions should be directed to Robert D. Goodson, Senior Vice President and General Counsel of Brown and Caldwell.

F-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? The City and County of Denver, Board of Water v. Brown and Caldwell, Defendant, Case No. 2021CV30831, District Court, City and County of Colorado (March 23, 2021). This lawsuit involves a claim that construction activity involving excavation undertaken by the CMAR contractor and client without Brown and Caldwell's participation on site was impacted due to an alleged failure by Smith Environmental (a subconsultant to BC) to identify certain potential asbestos containing material (ACM) as part of its initial survey. BC had a narrow engagement on the civil and structural design, with other design aspects being performed by City and County of Denver's own forces and the primary allegations were directed at Smith. At trial, Denver Water's claimed damages related to the Smith's report were reduced substantially by the jury, which judgment and associated cost award BC fully satisfied soon thereafter. The jury also awarded judgment against Smith in BC's favor, which Smith has appealed. This matter is ongoing.

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.

Victor Occiano, Managing Principal
 Print Name, Title


 Signature

3/20/25
 Date

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

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

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

J. STATEMENT OF SUBCONTRACTORS

Company Name:	Allied Geotechnical Engineers, Inc
Contact Name and Phone Number:	Sani Sutanto // 619.449.5900
Contact Email:	s_sutanto@alliedgeo.org
Address:	9500 Cuyamaca Street, Ste 102, Santee, CA 92071-2685
Contract Date:	Expected City Council Approval on 11/2024
Contract Amount:	TBD
Requirements of Contract:	Geotechnical, potholing
What portion of work will be assigned to this subcontractor:	1%

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.


Company Name:	Corrosion Probe, Inc.
Contact Name and Phone Number:	Cristina Ponte // 860.605.3767
Contact Email:	pontec@cpiengineering.com
Address:	12 Industrial Park Road, Centerbrook, CT 06409
Contract Date:	Expected City Council Approval on 11/2024
Contract Amount:	TBD
Requirements of Contract:	Corrosion
What portion of work will be assigned to this subcontractor:	1%

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.

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J. STATEMENT OF SUBCONTRACTORS

Company Name:	DHK Engineers, Inc.
Contact Name and Phone Number:	Donald King // 760.310.8544
Contact Email:	Dhkeng1@sbcglobal.net
Address:	1851 Skyhill Place, Escondido, CA 92026
Contract Date:	Expected City Council Approval on 11/2024
Contract Amount:	TBD
Requirements of Contract:	Noise
What portion of work will be assigned to this subcontractor:	2%

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.

Company Name:	Hoch Consulting
Contact Name and Phone Number:	Adam Hoch // 858.431.9767
Contact Email:	ahoch@hochconsulting.com
Address:	804 Pier View Way, Suite 100, Oceanside, CA 92054
Contract Date:	Expected City Council Approval on 11/2024
Contract Amount:	TBD
Requirements of Contract:	Civil, Site
What portion of work will be assigned to this subcontractor:	5%

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

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

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J. STATEMENT OF SUBCONTRACTORS

Company Name:	Kleinfelder, Inc.
Contact Name and Phone Number:	Simon Wong // 619.831.4553
Contact Email:	swong@kleinfelder.com
Address:	770 First Avenue, Suite 400, San Diego, CA 92101
Contract Date:	Expected City Council Approval on 11/2024
Contract Amount:	TBD
Requirements of Contract:	Structural Engineering
What portion of work will be assigned to this subcontractor:	11%

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.

Company Name:	MBN Group, Inc.
Contact Name and Phone Number:	Minh Nguyen // 858.678.0150
Contact Email:	mnguyen@mbngroup.net
Address:	11622 El Camino Real, Ste 100, San Diego, California 92130
Contract Date:	Expected City Council Approval on 11/2024
Contract Amount:	TBD
Requirements of Contract:	Architectural Design
What portion of work will be assigned to this subcontractor:	7%

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.

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J. STATEMENT OF SUBCONTRACTORS

Company Name:	Mora Dow Consulting
Contact Name and Phone Number:	Gabriela Dow // 858.735.2922
Contact Email:	gabriela@moradowconsulting.com
Address:	12406 Pomerado Place, San Diego, CA 92128
Contract Date:	Expected City Council Approval on 11/2024
Contract Amount:	TBD
Requirements of Contract:	Community Outreach
What portion of work will be assigned to this subcontractor:	2%

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.

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:	Expected City Council Approval on 11/2024
Contract Amount:	TBD
Requirements of Contract:	Surveying
What portion of work will be assigned to this subcontractor:	2%

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

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J. STATEMENT OF SUBCONTRACTORS

Company Name:	STC Traffic, Inc.
Contact Name and Phone Number:	Philip Wragg // 760.402.8180
Contact Email:	philip.wragg@stctraffic.com
Address:	5973 Avenida Encinas, Suite 218, Carlsbad, CA 92008
Contract Date:	Expected City Council Approval on 11/2024
Contract Amount:	TBD
Requirements of Contract:	Traffic Study, Traffic Control Design
What portion of work will be assigned to this subcontractor:	4%
Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE or OBE? (Check One) Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
If Yes, Contractor must provide valid proof of certification with the response to the bid or proposal.	

Company Name:	Studio West Landscape Architecture and Planning
Contact Name and Phone Number:	Michelle M. Landis // 858.598.5085
Contact Email:	mlandis@studiowest-land.com
Address:	7185 Navajo Rd, Suite A, San Diego, CA 92119
Contract Date:	Expected City Council Approval on 11/2024
Contract Amount:	TBD
Requirements of Contract:	Landscape Architecture
What portion of work will be assigned to this subcontractor:	2%
Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE or OBE? (Check One) Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
If Yes, Contractor must provide valid proof of certification with the response to the bid or proposal.	

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Victor Occiano, Managing Principal

Print Name, Title



Signature

3/20/25

Date