

ORIGINAL

**AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND
BLACK & VEATCH CORPORATION
FOR
CONSTRUCTION MANAGEMENT SERVICES FOR
THE PUMP STATION 1 IMPROVEMENTS AND
MODERNIZATION PROJECT**

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CONSTRUCTION MANAGEMENT PROFESSIONAL AGREEMENT EXHIBITS

- Exhibit A – Scope of Services
- Exhibit B – Compensation and Fee Schedule
- Exhibit C – Time Schedule
- Exhibit D – City's Equal Opportunity Contracting Program Consultant Requirements
- Exhibit E – Determination Form
- Exhibit F – Consultant Performance Evaluation Form
- Exhibit G – Contractor Standards Pledge of Compliance

**AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND BLACK & VEATCH CORPORATION
FOR CONSTRUCTION MANAGEMENT PROFESSIONAL SERVICES**

THIS Agreement is made and entered into between the City of San Diego, a municipal corporation [City], and Black & Veatch Corporation [Construction Management Professional] for the Construction Management Professional to provide Professional Services to the City for the Construction Management Services for the Pump Station 1 Improvements and Modernization Project.

RECITALS

The City wants to retain the services of a professional construction management firm to provide construction management services.

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

The City and the Construction Management Professional [Parties] want to enter into an Agreement whereby the City will retain the Construction Management Professional to provide, and the Construction Management Professional shall provide, the Professional Services 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
CONSTRUCTION MANAGEMENT SERVICES**

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

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

1.2 Contract Administrator. The Engineering & Capital Projects Department is the contract administrator for this Agreement. The Construction Management Professional shall provide the Professional Services under the direction of a designated representative of the Engineering & Capital Projects Department. The City's designated representative will communicate with the Construction Management Professional on all matters related to the administration of this Agreement and the Construction Management Professional's performance of the Professional Services rendered hereunder. When this Agreement refers to communications to or with the City, those communications will be with the designated representative, unless the designated representative or the Agreement specifies otherwise. 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 Construction Management Professional's cost of, or the time required for, the performance of any of the Professional Services, the Construction Management Professional shall immediately notify the City. If the City deems it appropriate, an equitable adjustment to the Construction Management Professional's compensation 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 Construction Management Professional shall obtain from the City a written authorization to proceed. Further, throughout the term of this Agreement, the Construction Management Professional shall immediately advise the City in writing of any anticipated 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 Construction Management Professional from its duty to render all Professional Services in accordance with applicable laws and accepted industry standards.

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

1.6 Competitive Bidding. RESERVED.

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 June 30, 2029; 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 Construction Management Professional shall immediately notify the City in writing if the Construction Management Professional experiences or anticipates experiencing a delay in performing the Professional Services within the time frames set forth in the Time Schedule [Exhibit C]. The written notice shall include an explanation of the cause for, and a reasonable estimate of the length of the delay.

If in the opinion of the City, the delay affects a material part of the Project, the City may exercise its rights under Sections 2.5-2.7 of this Agreement.

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

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

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

2.7 City's Right to Terminate for Default. If the Construction Management Professional fails to satisfactorily perform any obligation required by this Agreement, the Construction Management Professional's failure constitutes a Default. A Default includes the Construction Management Professional's failure to adhere to the Time Schedule. If the Construction Management Professional fails to satisfactorily cure a Default within ten

calendar days of receiving written notice from the City specifying the nature of the Default, the City may immediately cancel and/or terminate this Agreement, and terminate each and every right of the Construction Management Professional, and any person claiming any rights by or through the Construction Management Professional under this Agreement. The rights and remedies of the City enumerated in this Section are cumulative and shall not limit, waive, or deny any of the City's rights under any other provision of this Agreement. Nor does this Section otherwise waive or deny any right or remedy, at law or in equity, existing as of the date of this Agreement or hereinafter enacted or established, that may be available to the City against the Construction Management Professional.

ARTICLE III COMPENSATION

3.1 Amount of Compensation. The total compensation payable by the City to the Construction Management Professional for performance of all Professional Services rendered in accordance with this Agreement, including reasonably related expenses, shall not exceed \$6,715,158. The compensation for the Scope of Services shall not exceed \$6,454,620 and the compensation for Additional Services (described in Section 3.2), if any, shall not exceed \$260,538. Moreover, the total compensation to be paid to the Construction Management 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	Fiscal Year 2026 From date of execution of the Agreement through completion of the Agreement	\$1,643,862
2	Fiscal Year 2027 From July 1, 2026 through completion of the Agreement	\$2,175,907
3	Fiscal Year 2028 From July 1, 2027 through completion of the Agreement	\$1,997,884
4	Fiscal Year 2029 From July 1, 2028 through completion of the Agreement	\$897,505
Total		\$6,715,158

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 Construction Management 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 Construction Management Professional in writing when the next Phase has been funded.

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

c. The Construction Management 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 Construction Management 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 Construction Management 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.

Funding Phases	Not to Exceed Amount for Scope of Services	Not to Exceed Amount for Additional Services	Not to Exceed Total Amount
1	\$ 1,578,846	\$ 65,016	\$1,643,862
2	\$ 2,105,052	\$ 70,855	\$2,175,907
3	\$ 1,926,876	\$ 71,008	\$1,997,884
4	\$ 843,846	\$ 53,659	\$897,505
Total	\$6,454,620	\$260,538	\$6,715,158

3.2 Additional Services. The City may require that the Construction Management Professional perform additional Professional Services [Additional Services] beyond those basic services described in the Scope of Services [Exhibit A]. Prior to the Construction Management Professional's performance of Additional Services, the City and the Construction Management 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 Construction Management Professional for the performance of Additional Services in accordance with Section 3.3.

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

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

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

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

Management Professional of responsibility for complying with all applicable laws, codes, and good consulting practices.

4.2 Right to Audit.

4.2.1 Access. The City retains the right to review and audit, and the reasonable right of access to Construction Management Professional's and any Subcontractor's premises to review and audit the Construction Management Professional's or Subcontractor's compliance with the provisions of this Agreement [City's Right]. The City's Right includes the right to inspect and photocopy same, and to retain copies, outside of the Construction Management Professional's premises, of any and all 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 Construction Management Professional or Subcontractor is in compliance with all requirements under this Agreement.

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

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

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

4.3 Insurance. The Construction Management Professional shall not begin the Professional Services under this Agreement until it has: (a) obtained, and provided to the City, insurance certificates and endorsements reflecting evidence of all insurance required in Article IV, Section 4.3.1; and (b) confirmed that all policies contain the specific provisions required in Article IV, Section 4.3.4 of this Agreement. However, failure to obtain City approval of the required documents prior to the Professional Services commencing shall not waive Construction Management Professional'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. Construction Management Professional's liabilities, including but not limited to Construction Management Professional's indemnity obligations, under this Agreement, shall not be deemed limited in

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

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

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

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

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

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

4.3.1.4 Architects & Engineers Professional Liability. For all of the Construction Management Professional's employees who are subject to this Agreement, the Construction Management Professional shall keep in full force and effect, Professional Liability coverage for professional liability with a limit of \$3,000,000 per claim and \$3,000,000 annual aggregate. The Construction Management Professional shall ensure both that: (1) the policy retroactive date is on or before the date of commencement of the Professional Services; 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 Construction Management Professional agrees that for

the time period defined above, there will be no changes or endorsements to the policy that increase the City's exposure to loss.

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

4.3.3 Acceptability of Insurers.

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

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

4.3.4 Required Endorsements.

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

4.3.4.1 Commercial General Liability Insurance Endorsements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.5 Contract Records and Reports.

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

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

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

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

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

4.5.3.3 To view the City's online tutorials on how to utilize PRISM® for compliance reporting, please visit: <http://stage.prismcompliance.com/etc/vendortutorials.htm>
Incomplete and/or delinquent reporting may cause payment delays, non-payment of invoice, or both. The Construction Management Professional understands and agrees that violation of

this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions.

4.6 Non-Discrimination Requirements.

4.6.1 Compliance with the City's Equal Opportunity Contracting Program.

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

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

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

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

4.7.1 Construction Management Professional's Notice to Employees. The Construction Management Professional shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled

substance is prohibited in the workplace, and specifying the actions that will be taken against employees for violations of the prohibition.

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

4.7.4 Subcontractor's Agreements. The Construction Management Professional further certifies that each contract for Subcontractor Services for 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. Construction Management Professionals and Subcontractors shall be individually responsible for their own drug-free workplace program.

4.8 Title 24/Americans with Disabilities Act Requirements. RESERVED.

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

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

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

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

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

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

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

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

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

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

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

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

4.14 Energy Conservation Specifications. RESERVED.

4.15 Notification of Increased Construction Cost. RESERVED.

4.16 Sustainable Building Policy. RESERVED.

4.17 Design-Build Competition Eligibility. RESERVED.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.20.12 Exemptions for Small Projects. There are limited exemptions for installation, alteration, demolition, or repair work done on projects of \$25,000 or less. The

Construction Management Professional shall still comply with Labor Code sections 1720 et. seq. The only recognized exemptions are listed below:

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

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

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

ARTICLE V RESERVED

ARTICLE VI INDEMNIFICATION

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

6.2 Construction Management Professional Services Indemnification and Defense.

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

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

negligence, recklessness, or willful misconduct of Construction Management Professional or Construction Management Professional's officers or employees.

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

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

ARTICLE VII MEDIATION

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

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

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

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

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

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

7.4 Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. All discussions, statements, or

admissions will be confidential to the Party's legal position. The Parties may agree to exchange any information they deem necessary.

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

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

ARTICLE VIII INTELLECTUAL PROPERTY RIGHTS

- 8.1 Work For Hire. RESERVED.**
- 8.2. Rights in Data. RESERVED.**
- 8.3 Intellectual Property Rights Assignment. RESERVED.**
- 8.4 Moral Rights. RESERVED.**
- 8.5 Subcontracting. RESERVED.**
- 8.6 Publication Design. RESERVED.**
- 8.7 Intellectual Property Warranty and Indemnification. RESERVED.**
- 8.8 Enforcement Costs. RESERVED.**

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 Nicole George, 8525 Gibbs Drive, Suite 205, San Diego, CA 92101](#), and notice to the Construction Management Professional shall be addressed to: Black & Veatch Corporation, Kevin Davis, 300 Rancheros Drive, Suite 250, San Marcos, CA 92069, daviskn@bv.com.

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

9.3 Non-Assignment. The Construction Management Professional shall not assign the obligations under this Agreement, whether by express assignment or by sale of the company, nor any monies due or to become due, without the City's prior written approval. Any assignment in violation of this paragraph shall constitute a Default and is grounds for immediate termination of this Agreement, at the sole discretion of the City. In

no event shall any putative assignment create a contractual relationship between the City and any putative assignee.

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

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

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

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

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

A&E Professional CM

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

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

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

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

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

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

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

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

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

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

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

City's refusal to release information requested under the Public Records Act withheld at Construction Management Professional's request.

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

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

The remainder of this page has been intentionally left blank.

IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor, pursuant to Resolution No. R-316390, authorizing such execution, and by the Construction Management Professional pursuant to Black & Veatch Corporation's signature authority document.

I HEREBY CERTIFY I can legally bind Black & Veatch Corporation and that I have read all of this Agreement, this 28 day of August, 2025.

By John T. Bekmanis
John T. Bekmanis
Associate Vice President

Dated this 2nd day of September, 2025.

THE CITY OF SAN DIEGO
Mayor or Designee

By C. Abarca
Claudia Abarca
Director
Purchasing & Contracting

I HEREBY APPROVE the form of the foregoing Agreement this 9th day of September, 25.

HEATHER FERBERT, City Attorney

By Bonny Hsu
Bonny Hsu
Deputy City Attorney

CONSTRUCTION MANAGEMENT
PROFESSIONAL AGREEMENT EXHIBITS

SCOPE OF SERVICES

SCOPE OF SERVICES

Introduction

The City of San Diego's Pump Station 1 (PS1) is the City's second-largest pump station. It is mission critical to delivering wastewater flows from the South Bay region to the Point Loma Waste Water Treatment Plant. In 2020, the City experienced a sewer spill stemming from heavier than usual rainfall. As a result, the City will be upgrading PS1 and other adjacent facilities to address needed repairs that may have contributed to the spill, or that could represent a risk of potential failures and spills in the future. A proactive regulatory deadline of December 31, 2028 is set.

To expedite the schedule and meet this deadline, the City entered into a Design-Build (DB) contract with the team of Filanc and their engineering partner Kleinfelder (hereinafter referred to together as the DB team), for design and construction of the necessary improvements.

The scope of the PS1 project includes rehabilitation/replacement of all six (6) pumps and rotating assemblies; replacement of the existing motor starters and liquid rheostats with variable frequency drives (VFD), replacement of the motors to work with the associated VFDs, replacement of all suction pipes, replacement of the six (6) 48" suction gate valves, replacement of the six (6) 36" discharge gate valves, replacement of the existing 30" cone valve system, removal of the existing venturi flow meters and replacement with new modern flow meters on new discharge piping.

In addition, the project includes the rehabilitation of wet wells #1 and #2, and full replacement of mechanical screens, pipe supports, and straps. Facility enhancements also include electrical and instrumentation upgrades, additional monitoring systems, replacements of facility piping and valving, safety enhancements, replacement of sluice gates and motors, concrete repairs, operational improvements, and other work within the pump station. PS1 shall remain operational during construction.

Description of Services

Construction management services for PS1 Improvements and Modernization Project include:

Funding Phase 1 (Fiscal Year 2026)

Task 1 - Owner-Advisor Services (Preconstruction)

Design Support Services

- Provide technical subject matter experts in civil, structural, mechanical, electrical, and I&C disciplines to support the project to support the subtasks below.
- Detailed review of DB's deliverables including basis of design reports, technical memorandums, shop drawings, calculations, submittals, RFIs, RFCs, material submittals, and samples.
- Review DB's requests for substitution of products, manufacturer, and construction methods.
- Review of Basis of Design Report (BODR), 60 Percent Design Submittal, 100 Percent Design Submittal, and Final Design Submittal per the requirements of the DB Contract.
- Review of the DB Quality Assurance/Quality Control (QA/QC) Plan
- Perform constructability reviews on draft plans and specifications submitted by the DB. (60%, 100%, and Final Design submittals).
- Facilitate and generate minutes for the pre-construction meeting.

Construction Support Services

- Provide technical subject matter experts in civil, structural, mechanical, electrical, and I&C disciplines to support the project to support the subtasks below.
- Perform reviews of submittals and RFIs for conformance with the contract documents and final acceptance.
- Assist in developing work packages for construction support with mechanical systems such as headworks and odor control systems.
- Provide as-needed cost estimating support for the review and assessment of construction estimates, construction change orders, requests for change, cost reduction proposals (including value engineering change proposals) and claims submitted by the DB.
- Dispute Resolution: The Construction Management Professional shall lead a good faith effort to resolve and settle disputes, disagreements, and claims through setting up a formalized process which involves a Dispute Resolution Board.
- Partnering: The Construction Management Professional shall participate in a formal partnering process facilitated by the DB.

Task 2 - Construction Management (Preconstruction)

- Coordination with all project stakeholders
- Coordination with the City's Construction Management team
- Schedule, coordinate, and participate in meetings with the City, D/B, as well as outside agencies such as, but not limited to, the U.S. Navy and MTS.
- Identify and address emerging issues.
- Track and report on CM budget and schedule.
- Assign, schedule, coordinate, orient, and integrate CM staff.
- Develop scope of work and budgets with subconsultants.
- Prepare annual workforce reports as required by the City.
- Invoicing
- Development of a project Risk Register

Field Office Administration and Setup

The Construction Management Professional will mobilize staff, equipment, and supplies to provide the scope of services. It will stock field office with equipment and consumables not provided by the City or DB, and provide the tools required to conduct its work. It is assumed field offices will be provided by the DB.

Project Controls

The cost control functions of tracking and trending changes and reviewing payment applications will be performed in the field by the CMRE with support from inspection staff. Generation of cost to complete forecasts and checking the representation of work performed to date will be supported by the monthly review of the cost-loaded construction schedule by the Scheduler. Construction Management Professional will maintain the facility Building Information Modeling (BIM) model, provided by the City, and provide graphics of the areas of work on a monthly basis for management reporting purposes.

The DB's construction progress documentation will be reviewed for compliance with contract requirements, constructability, and actual events in order to establish an achievable baseline schedule; an accurate record of progress and payment; and reliable forecasts of the work ahead.

Deliverables under this scope item include:

- **Cost to Complete Forecasts:** CMRE will provide monthly updates to the City on the DB's progress and remaining work. The CMRE will work with the Scheduler to accurately determine the DB's progress for the past month, remaining budget, and timing to complete the project. This report will be submitted to the City as part of the monthly report.
- **Schedule Analysis:** The CMRE will collaborate with the Scheduler and the Construction Management Professional's BIM staff. Together, they will compare the DB team's reported progress for the month with the work observed on-site. They will then provide feedback on the schedule of activities along with relevant graphics. The CMRE will also assess unforeseen conditions, change order work, disputed work, and detect early delays (and

who is responsible for delays). The CMRE will respond to the schedule submittal with any comments.

The CMRE will distribute Weekly Statement of Working Days.

- **Payment Application Review:** The CMRE will review and comment on the DB's payment application. Review will include verifying compliance to all terms and conditions of contract, withholding appropriate retentions, and monitoring for prevailing wage compliance. When any changes are required and have been accepted and resubmitted by D/B, or no further changes required, the CMRE will submit to City for processing.

Contract Compliance/Administration

The Construction Management Professional will administer the construction contract utilizing an approach that enforces contract terms while maintaining a fair and reasonable interpretation of ambiguous requirements. The Construction Management Professional will be proactive in communications with all stakeholders to resolve issues promptly and minimize delays in project implementation.

Specific contract administration functions are as follows:

Correspondence Management: Provide clear, timely, and effective written and oral communication to the DB and other stakeholders in the administration of the Contract. Record all formal communications in Procore. The CMRE will be the single point of contact with the DB. All communication and direction to go through the CMRE.

Review of DB Submittals: Accept, respond, date, process, coordinate, and track all DB submittals (including but not limited to RFIs, Construction Change Orders (CCOs), Applications for Payment and other submittals specified in the construction documents) and load all related documents in Procore. Coordinate and/or perform review of submittals and provide written responses to the DB. Raise issues identified in DB submittals to the City's Construction Manager. The review of CCOs shall include an assessment of impacts to the project schedule and cost.

Potential Change Orders (PCOs): Prepare and issue PCOs to the DB when needed and track the DB's actions in response to those instructions. The CMRE will generate or review Potential Change Orders (PCOs) and assess impacts to the project schedule and cost. All PCOs and associated communications shall be prepared in Procore. The CMRE will thoroughly analyze proposals and develop a negotiating position and complete the negotiation on the City's behalf after consulting with City for final amount/time and coordinating approval of negotiated change orders. PCO procedures are further defined in the CM Plan.

Deliverables under this scope item include:

- Submittal and RFI responses will be coordinated by the CMRE with input from the Design Engineer and PUD Operations prior to issuance to the DB. Document Control tracks the workflow in Procore and disseminates record copy to the CMRE for incorporation into the work.
- CCOs: Contract Change Orders will be drafted by the CMRE and submitted to the City CM prior to issuance to the DB. All negotiations or pricing analysis will be done by the

CMRE and supported by the Cost Estimator. All change management records are compiled by the CMRE and submitted to the City CM for record copy.

- Potential Change Orders: Submitted to the DB as work directives whether entitlement for change is recognized. The CMRE will coordinate with the stakeholders to develop the directive scope. The CMRE will coordinate with the City CM, to establish a position on entitlement prior to issuance to the DB.
- Other Correspondences to DB: Any instructions or notifications that do not include RFIs, submittals, and PCOs to be developed by the CMRE and submitted to the DB and City. Meetings will have minutes developed by the CMRE for issuance to the DB and project team.
- Weekly Construction Progress Meeting Agendas and Minutes: The CMRE will develop the agenda and lead the weekly progress meeting. The CMRE will develop meetings minutes and promptly issue to DB and all team members.
- Risk Registers

Environmental and Permit Coordination

This project has received an environmental Notice of Exemption because of minor alterations to an existing public structure involving negligible expansion. The CMRE will coordinate with City Staff as required by plans and specs to maintain compliance including but not limited to the following:

- National Pollutant Discharge Elimination System
 - a. Implementing the SWPPP/Water Pollution Control involves regular best management practice inspections, including off-site staging areas. The CMRE will enforce BMPs as noted in the contract documents for the work in coordination with the Stormwater Staff or Code Compliance Officers. Construction Management Professional will make daily observations, alert the contractor of needed corrections, and ensure documentation of required inspections, including pre- and post-rain-events.
- Lead-Based Paint / Asbestos-Containing Materials
 - a. The Construction Management Professional's subconsultant, will oversee and monitor the contractor's lead and asbestos abatement on site, including contractor performance documentation, final clearances, and reports. All personnel will be safety-certified.
- Hazardous Materials
 - a. Hazardous materials will be encountered during the contractor's work. The Construction Management Professional's subconsultant will monitor hazardous material abatement of removal if noted in the plans. They will provide the CMRE

documentation from the DB that the product was removed and disposed of in accordance with all federal, state, and local regulations.

- Dust/pollution
 - a. The CMRE will monitor dust and pollution on the project site and notify the City staff if DB is not complying with environmental contract requirements.
- Noise Levels
 - a. The Construction Management Professional's subconsultant, will monitor noise levels for contract compliance.

Field Safety

The Construction Management Professional will provide general safety training to its staff. The CMRE will develop a project-specific Health and Safety Plan (HASP) and share with all members of its team. The CMRE and all members of its staff to be on site will be familiar with and adhere to the DB's safety program.

The CMRE and any other Team Member of the CMRE shall be trained and in possession of any required certifications needed to be complete construction for this project. The on-site, core, Construction Management Professional team members shall be in possession of a valid HAZWOPR and Confined Space Certification for the duration of the project. All team members will be provided with the PPE for potential hazard exposure.

Safety and Security Monitoring:

The CMRE will perform the following services:

- Monitor construction contract requirements before performing any work onsite and report status to City Risk Management staff.
- Review the DB's safety program to verify it complies with applicable construction safety orders (Cal-OSHA).
- Issue Non-Compliance Reports to DB on behalf of Owner (City) upon discovery by the CM that OSHA contract requirements are not in compliance.
- Notify City Risk Management staff if made aware of DB is not complying with contract requirements.
- Coordinate with the insurance carrier's loss control individuals on their periodic visits to the site.

Deliverables under this scope item include:

- The CMRE will generate completed compliance forms and records, safety metrics reports, claims and other documents as required per Contract requirements.
- Non-compliance reports per the paragraph above.

Task 3 - Construction Quality Assurance (Preconstruction):

Quality Assurance

QA positions on the project will be brought on when needed with anticipation of a ramp up period at the commencement of the work, and a ramp down period following construction. The City and Construction Management Professional Team reserve the right to delay the start of any position, or adjust to accommodate slower periods, to suit the project needs and extend the duration as needed. The Construction Management Professional will:

- Review DB's QC Plan and monitor compliance throughout construction ensuring DB provides proper QC with applicable permits, codes, construction documents and any environmental mitigation.
- Provide QA inspection of the work including but not limited to structural, concrete, mechanical, welding, electrical, coating, corrosion, instruction and controls (I&C), recording and documenting daily field events to manage the goal that project is constructed in accordance with the plans and specifications.
- Verify compliance of products, materials, and equipment with plans and specs and condition upon site delivery.
- Confirm quality workmanship and installations.
- Perform special inspections as required for the project as required by the Contract Documents, witnessing of welding, electrical testing, structural concrete, and rebar.
- A level of effort is allocated for source witness inspection of electrical equipment and instrumentation.

Deliverables of this this scope item includes:

- Daily inspection reports prepared by the Inspectors and CMRE summarizing the work performed each day along with progress photos.
- Non-Conformance Reporting and Resolution (NCR) will be documented by the CMRE. The CMRE will discuss and issue the NCR to the DB for immediate remediation.
- Special inspection reports will be prepared by a California Building Code inspector as required.
- Testing and special inspection reports in accordance with the Contract documents will be prepared by the special inspection firm.

Material Sampling and Testing

The Construction Management Professional will develop an Inspection and Testing Plan which will outline the anticipated QA effort associated with inspection and the necessary testing needed based upon the Contractor's work schedule. The CM Team will provide QA/QC of materials used for construction in accordance with the approved project Inspection and Test Plan. An allowance

for sampling and testing in the field for concrete and rebar is provided in the budget. Relevant documentation as delineated in the Construction Contract Documents will be collected, maintained and archived in the project records.

Deliverables of this scope item include:

- Material test reports shall be prepared by the material testing lab and submitted to the RE for review and verification of the results against the project requirements.

Task 4 - Start-up (Preconstruction)

The Construction Management Professional will help the City oversee the testing, start-up and commissioning planning effort of Pump Station No. 1 facility, as follows:

- Review DB's Facility Startup Plan, Startup Management Plan, Commissioning Plans and other startup plans as required.
- Provide specialists to review distributed control systems (DCS) submittals and the Construction DB's detailed Testing and Start-up Plans. Then monitor the DCS testing work and verify compliance with plans and contract documents.

Deliverables of this scope item includes:

- Agenda and minutes for project start-up meetings
- Submittal review comments and responses to D/B's startup submittals

As-Needed Additional Services

Certain assumptions have been made in preparing this Scope of Services. To the extent possible, they are stated in the previous sections and are reflected in the budget for services. If the work tasks or level of effort required are different from the assumptions presented, or if the City desires additional services (Additional Services), the resultant change may serve as a basis for modifying the Agreement as agreed upon by both the City and Consultant.

Funding Phase 2 (Fiscal Year 2027)

Task 5 - Owner-Advisor Services (Installation of Pumps No. 1-3)

Design Support Services

- Provide technical subject matter experts in civil, structural, mechanical, electrical, and I&C disciplines to support the project to support the subtasks below.
- Detailed review of DB's deliverables technical memorandums, shop drawings, calculations, submittals, RFIs, RFCs, material submittals, and samples.
- Review DB's requests for substitution of products, manufacturer, and construction methods.

Construction Support Services

- Provide technical subject matter experts in civil, structural, mechanical, electrical, and I&C disciplines to support the project to support the subtasks below.
- Perform reviews of submittals and RFIs for conformance with the contract documents and final acceptance.
- Assist in developing work packages for construction support with mechanical systems such as headworks and odor control systems.
- Provide as-needed cost estimating support for the review and assessment of construction estimates, construction change orders, requests for change, cost reduction proposals (including value engineering change proposals) and claims submitted by the DB.
- Dispute Resolution: The Construction Management Professional shall lead a good faith effort to resolve and settle disputes, disagreements, and claims through setting up a formalized process which involves a Dispute Resolution Board.
- Partnering: The Construction Management Professional shall participate in a formal partnering process facilitated by the DB.

Task 6 - Construction Management (Installation of Pumps No. 1-3)

- Coordination with all project stakeholders
- Coordination with the City's Construction Management team
- Schedule, coordinate, and participate in meetings with the City, D/B, as well as outside agencies such as, but not limited to, the U.S. Navy and MTS.
- Identify and address emerging issues.
- Track and report on CM budget and schedule.
- Assign, schedule, coordinate, orient, and integrate CM staff.
- Develop scope of work and budgets with subconsultants.
- Prepare annual workforce reports as required by the City.
- Invoicing
- Regular maintenance of a project Risk Register

Project Controls

The cost control functions of tracking and trending changes and reviewing payment applications will be performed in the field by the CMRE with support from inspection staff. Generation of cost to complete forecasts and checking the representation of work performed to date will be supported by the monthly review of the cost-loaded construction schedule by the Scheduler. Construction Management Professional will maintain the facility Building Information Modeling (BIM) model, provided by the City, and provide graphics of the areas of work on a monthly basis for management reporting purposes.

The DB's construction progress documentation will be reviewed for compliance with contract requirements, constructability, and actual events in order to establish an achievable baseline schedule; an accurate record of progress and payment; and reliable forecasts of the work ahead.

Deliverables under this scope item include:

- **Cost to Complete Forecasts:** CMRE will provide monthly updates to the City on the DB's progress and remaining work. The CMRE will work with the Scheduler to accurately determine the DB's progress for the past month, remaining budget, and timing to complete the project. This report will be submitted to the City as part of the monthly report.
- **Schedule Analysis:** The CMRE will collaborate with the Scheduler and the Construction Management Professional's BIM staff. Together, they will compare the DB team's reported progress for the month with the work observed on-site. They will then provide feedback on the schedule of activities along with relevant graphics. The CMRE will also assess unforeseen conditions, change order work, disputed work, and detect early delays (and who is responsible for delays). The CMRE will respond to the schedule submittal with any comments.
- The CMRE will distribute Weekly Statement of Working Days.
- **Payment Application Review:** The CMRE will review and comment on the DB's payment application. Review will include verifying compliance to all terms and conditions of

contract, withholding appropriate retentions, and monitoring for prevailing wage compliance. When any changes are required and have been accepted and resubmitted by D/B, or no further changes required, the CMRE will submit to City for processing.

Contract Compliance/Administration

The Construction Management Professional will administer the construction contract utilizing an approach that enforces contract terms while maintaining a fair and reasonable interpretation of ambiguous requirements. The Construction Management Professional will be proactive in communications with all stakeholders to resolve issues promptly and minimize delays in project implementation.

Specific contract administration functions are as follows:

Correspondence Management: Provide clear, timely, and effective written and oral communication to the DB and other stakeholders in the administration of the Contract. Record all formal communications in Procore. The CMRE will be the single point of contact with the DB. All communication and direction to go through the CMRE.

Review of DB Submittals: Accept, respond, date, process, coordinate, and track all DB submittals (including but not limited to RFIs, Construction Change Orders (CCOs), Applications for Payment and other submittals specified in the construction documents) and load all related documents in Procore. Coordinate and/or perform review of submittals and provide written responses to the DB. Raise issues identified in DB submittals to the City's Construction Manager. The review of CCOs shall include an assessment of impacts to the project schedule and cost.

Potential Change Orders (PCOs): Prepare and issue PCOs to the DB when needed and track the DB's actions in response to those instructions. The CMRE will generate or review Potential Change Orders (PCOs) and assess impacts to the project schedule and cost. All PCOs and associated communications shall be prepared in Procore. The CMRE will thoroughly analyze proposals and develop a negotiating position and complete the negotiation on the City's behalf after consulting with City for final amount/time and coordinating approval of negotiated change orders. PCO procedures are further defined in the CM Plan.

Change Management: When a disagreement about the contract arises, CMRE will inform City Staff immediately and provide proper documentation in defending against construction claim. CMRE will evaluate submitted claims for validity.

- Unforeseen conditions: Work collaboratively with City and DB by providing input and making recommendations to resolve issues in the field.
- Disputes: Review, evaluate for validity, resolve, and document all claims.
- Extra work: If unforeseen conditions or disputes result in potential Change Order discussions, promptly notify City personnel.
- Coordinate changes with other Construction Management Professional staff and subcontractors.

- Coordinate directly with City Operations staff to ensure PS1 remains fully operational during construction.

Contract Documents Updates: Maintain a complete construction field set of all Contract Documents (including drawings and specifications) that accurately reflect installed field conditions. This important function involves annotating submittal comments based on the resolution of RFIs and Construction Change Orders (CCOs), as well as any field adjustments to the Contract Documents as they occur. The CMRE will ensure records are continuously kept up to date.

Project Coordination Meetings: Conduct and document weekly job site progress meetings involving members of the CM Team, City, and the DB. Schedule, coordinate, and participate in meetings with the City as well as outside agencies such as, but not limited to, the U.S. Navy and MTS.

Construction Phase Risk Management: The Construction Phase Risk Register (Risk Register) under this effort results in mitigation strategies to be implemented during construction by the Construction Management Professional and/or project team.

Maintaining the Risk Register and response plans for the project during constructability review (Task 1) is a separate effort resulting in comments on the construction documents.

This task effort includes maintenance of the Pump Station 1 Construction Phase Risk Register in collaboration with the project team. The Risk Register will continue to be maintained throughout the life of the project. Construction Management Professional will assist in monitoring the defined risks and updating the register as needed. Construction Management Professional involvement during this task will include:

- a. Participate in risk workshops.
- b. Assist in proactively updating the Risk Register. This includes continued identification, assessment and responses to new identified risks as well as maintain active status of existing risks and risk response plans.

The individual project reviews will be risk focused. The categories of major risks will be developed with the City and reviewers will be directed to focus and categorize constructability comments based on and captured under these categories.

Stop Work Notices: CMRE will notify the City and coordinate and issue any violation of safety regulations, contractual requirement, or legal requirements.

Deliverables under this scope item include:

- Submittal and RFI responses will be coordinated by the CMRE with input from the Design Engineer and PUD Operations prior to issuance to the DB. Document Control tracks the workflow in Procore and disseminates record copy to the CMRE for incorporation into the work.

- **CCOs: Contract Change Orders** will be drafted by the CMRE and submitted to the City CM prior to issuance to the DB. All negotiations or pricing analysis will be done by the CMRE and supported by the Cost Estimator. All change management records are compiled by the CMRE and submitted to the City CM for record copy.
- **Potential Change Orders:** Submitted to the DB as work directives whether entitlement for change is recognized. The CMRE will coordinate with the stakeholders to develop the directive scope. The CMRE will coordinate with the City CM, to establish a position on entitlement prior to issuance to the DB.
- **Other Correspondences to DB:** Any instructions or notifications that do not include RFIs, submittals, and PCOs to be developed by the CMRE and submitted to the DB and City. Meetings will have minutes developed by the CMRE for issuance to the DB and project team.
- **Weekly Construction Progress Meeting Agendas and Minutes:** The CMRE will develop the agenda and lead the weekly progress meeting. The CMRE will develop meetings minutes and promptly issue to DB and all team members.
- **Risk Register.**

Environmental and Permit Coordination

This project has received an environmental Notice of Exemption because of minor alterations to an existing public structure involving negligible expansion. The CMRE will coordinate with City Staff as required by plans and specs to maintain compliance including but not limited to the following:

- **National Pollutant Discharge Elimination System** - Implementing the SWPPP/Water Pollution Control involves regular best management practice inspections, including off-site staging areas. The CMRE will enforce BMPs as noted in the contract documents for the work in coordination with the Stormwater Staff or Code Compliance Officers. Construction Management Professional will make daily observations, alert the contractor of needed corrections, and ensure documentation of required inspections, including pre- and post-rain-events.
- **Lead-Based Paint / Asbestos-Containing Materials** - The Construction Management Professional's subconsultant, will oversee and monitor the contractor's lead and asbestos abatement on site, including contractor performance documentation, final clearances, and reports. All personnel will be safety-certified.
- **Hazardous Materials** - Hazardous materials will be encountered during the contractor's work. The Construction Management Professional's subconsultant will monitor hazardous material abatement or removal if noted in the plans. They will provide the CMRE documentation from the DB that the product was removed and disposed of in

accordance with all federal, state, and local regulations.

- **Dust/pollution** - The CMRE will monitor dust and pollution on the project site and notify the City staff if DB is not complying with environmental contract requirements.
- **Noise Levels** - The Construction Management Professional's subconsultant, will monitor noise levels for contract compliance.

Field Safety

The Construction Management Professional will provide general safety training to its staff. The CMRE will develop a project-specific Health and Safety Plan (HASP) and share with all members of its team. The CMRE and all members of its staff to be on site will be familiar with and adhere to the DB's safety program.

The CMRE and any other Team Member of the CMRE shall be trained and in possession of any required certifications needed to be complete construction for this project. The on-site, core, Construction Management Professional team members shall be in possession of a valid HAZWOPR and Confined Space Certification for the duration of the project. All team members will be provided with the PPE for potential hazard exposure.

Safety and Security Monitoring:

The CMRE will perform the following services:

- Monitor construction contract requirements before performing any work onsite and report status to City Risk Management staff.
- Review the DB's safety program to verify it complies with applicable construction safety orders (Cal-OSHA).
- Issue Non-Compliance Reports to DB on behalf of Owner (City) upon discovery by the CM that OSHA contract requirements are not in compliance.
- Notify City Risk Management staff if made aware of DB is not complying with contract requirements.
- Coordinate with the insurance carrier's loss control individuals on their periodic visits to the site.

Deliverables under this scope item include:

- The CMRE will generate completed compliance forms and records, safety metrics reports, claims and other documents as required per Contract requirements.
- Non-compliance reports per the paragraph above.

Task 7 - Construction Quality Assurance (Installation of Pumps No. 1-3)

Quality Assurance

QA positions on the project will be brought on when needed with anticipation of a ramp up period at the commencement of the work, and a ramp down period following construction. The City and Construction Management Professional Team reserve the right to delay the start of any position, or adjust to accommodate slower periods, to suit the project needs and extend the duration as needed. The Construction Management Professional will:

- Review DB's QC Plan and monitor compliance throughout construction ensuring DB provides proper QC with applicable permits, codes, construction documents and any environmental mitigation.
- Provide QA inspection of the work including but not limited to structural, concrete, mechanical, welding, electrical, coating, corrosion, instruction and controls (I&C), recording and documenting daily field events to manage the goal that project is constructed in accordance with the plans and specifications.
- Verify compliance of products, materials, and equipment with plans and specs and condition upon site delivery.
- Confirm quality workmanship and installations.
- Perform special inspections as required for the project as required by the Contract Documents, witnessing of welding, electrical testing, structural concrete, and rebar.
- A level of effort is allocated for source witness inspection of electrical equipment and instrumentation.

Deliverables of this this scope item includes:

- Daily inspection reports prepared by the Inspectors and CMRE summarizing the work performed each day along with progress photos.
- Non-Conformance Reporting and Resolution (NCR) will be documented by the CMRE. The CMRE will discuss and issue the NCR to the DB for immediate remediation.
- Special inspection reports will be prepared by a California Building Code inspector as required.
- Testing and special inspection reports in accordance with the Contract documents will be prepared by the special inspection firm.

Material Sampling and Testing

The Construction Management Professional will develop an Inspection and Testing Plan which will outline the anticipated QA effort associated with inspection and the necessary testing needed

based upon the Contractor's work schedule. The CM Team will provide QA/QC of materials used for construction in accordance with the approved project Inspection and Test Plan. An allowance for sampling and testing in the field for concrete and rebar is provided in the budget. Relevant documentation as delineated in the Construction Contract Documents will be collected, maintained and archived in the project records.

Deliverables of this scope item include:

- Material test reports shall be prepared by the material testing lab and submitted to the RE for review and verification of the results against the project requirements.

Task 8 - Start-up (Installation of Pumps No. 1-3)

The Construction Management Professional will help the City oversee the testing, start-up and commissioning planning effort of Pump Station No. 1 facility, as follows:

- Review DB's Facility Startup Plan, Startup Management Plan, Commissioning Plans and other startup plans as required.
- Provide specialists to review distributed control systems (DCS) submittals and the Construction DB's detailed Testing and Start-up Plans. Then monitor the DCS testing work and verify compliance with plans and contract documents.

Deliverables of this scope item includes:

- Agenda and minutes for project start-up meetings
- Submittal review comments and responses to D/B's startup submittals

As-Needed Additional Services

Certain assumptions have been made in preparing this Scope of Services. To the extent possible, they are stated in the previous sections and are reflected in the budget for services. If the work tasks or level of effort required are different from the assumptions presented, or if the City desires additional services (Additional Services), the resultant change may serve as a basis for modifying the Agreement as agreed upon by both the City and Consultant.

Funding Phase 3 (Fiscal Year 2028)

Task 9 - Owner-Advisor Services (Installation of Pumps No. 4-6)

Design Support Services

- Provide technical subject matter experts in civil, structural, mechanical, electrical, and I&C disciplines to support the project to support the subtasks below.
- Detailed review of DB's deliverables technical memorandums, shop drawings, calculations, submittals, RFIs, RFCs, material submittals, and samples.
- Review DB's requests for substitution of products, manufacturer, and construction methods.

Construction Support Services

- Provide technical subject matter experts in civil, structural, mechanical, electrical, and I&C disciplines to support the project to support the subtasks below.
- Perform reviews of submittals and RFIs for conformance with the contract documents and final acceptance.
- Assist in developing work packages for construction support with mechanical systems such as headworks and odor control systems.
- Provide as-needed cost estimating support for the review and assessment of construction estimates, construction change orders, requests for change, cost reduction proposals (including value engineering change proposals) and claims submitted by the DB.
- Dispute Resolution: The Construction Management Professional shall lead a good faith effort to resolve and settle disputes, disagreements, and claims through setting up a formalized process which involves a Dispute Resolution Board.
- Partnering: The Construction Management Professional shall participate in a formal partnering process facilitated by the DB.

Task 10 - Construction Management (Installation of Pumps No. 4-6)

- Coordination with all project stakeholders
- Coordination with the City's Construction Management team
- Schedule, coordinate, and participate in meetings with the City, D/B, as well as outside agencies such as, but not limited to, the U.S. Navy and MTS.
- Identify and address emerging issues.
- Track and report on CM budget and schedule.
- Assign, schedule, coordinate, orient, and integrate CM staff.
- Develop scope of work and budgets with subconsultants.
- Prepare annual workforce reports as required by the City.
- Invoicing
- Regular maintenance of a project Risk Register

Project Controls

The cost control functions of tracking and trending changes and reviewing payment applications will be performed in the field by the CMRE with support from inspection staff. Generation of cost to complete forecasts and checking the representation of work performed to date will be supported by the monthly review of the cost-loaded construction schedule by the Scheduler. Construction Management Professional will maintain the facility Building Information Modeling (BIM) model, provided by the City, and provide graphics of the areas of work on a monthly basis for management reporting purposes.

The DB's construction progress documentation will be reviewed for compliance with contract requirements, constructability, and actual events in order to establish an achievable baseline schedule; an accurate record of progress and payment; and reliable forecasts of the work ahead.

Deliverables under this scope item include:

- **Cost to Complete Forecasts:** CMRE will provide monthly updates to the City on the DB's progress and remaining work. The CMRE will work with the Scheduler to accurately determine the DB's progress for the past month, remaining budget, and timing to complete the project. This report will be submitted to the City as part of the monthly report.
- **Schedule Analysis:** The CMRE will collaborate with the Scheduler and the Construction Management Professional's BIM staff. Together, they will compare the DB team's reported progress for the month with the work observed on-site. They will then provide feedback on the schedule of activities along with relevant graphics. The CMRE will also assess unforeseen conditions, change order work, disputed work, and detect early delays (and who is responsible for delays). The CMRE will respond to the schedule submittal with any comments.

The CMRE will distribute Weekly Statement of Working Days.

- **Payment Application Review:** The CMRE will review and comment on the DB's payment application. Review will include verifying compliance to all terms and conditions of

contract, withholding appropriate retentions, and monitoring for prevailing wage compliance. When any changes are required and have been accepted and resubmitted by D/B, or no further changes required, the CMRE will submit to City for processing.

Contract Compliance/Administration

The Construction Management Professional will administer the construction contract utilizing an approach that enforces contract terms while maintaining a fair and reasonable interpretation of ambiguous requirements. The Construction Management Professional will be proactive in communications with all stakeholders to resolve issues promptly and minimize delays in project implementation.

Specific contract administration functions are as follows:

Correspondence Management: Provide clear, timely, and effective written and oral communication to the DB and other stakeholders in the administration of the Contract. Record all formal communications in Procore. The CMRE will be the single point of contact with the DB. All communication and direction to go through the CMRE.

Review of DB Submittals: Accept, respond, date, process, coordinate, and track all DB submittals (including but not limited to RFIs, Construction Change Orders (CCOs), Applications for Payment and other submittals specified in the construction documents) and load all related documents in Procore. Coordinate and/or perform review of submittals and provide written responses to the DB. Raise issues identified in DB submittals to the City's Construction Manager. The review of CCOs shall include an assessment of impacts to the project schedule and cost.

Potential Change Orders (PCOs): Prepare and issue PCOs to the DB when needed and track the DB's actions in response to those instructions. The CMRE will generate or review Potential Change Orders (PCOs) and assess impacts to the project schedule and cost. All PCOs and associated communications shall be prepared in Procore. The CMRE will thoroughly analyze proposals and develop a negotiating position and complete the negotiation on the City's behalf after consulting with City for final amount/time and coordinating approval of negotiated change orders. PCO procedures are further defined in the CM Plan.

Change Management: When a disagreement about the contract arises, CMRE will inform City Staff immediately and provide proper documentation in defending against construction claim. CMRE will evaluate submitted claims for validity.

- Unforeseen conditions: Work collaboratively with City and DB by providing input and making recommendations to resolve issues in the field.
- Disputes: Review, evaluate for validity, resolve, and document all claims.
- Extra work: If unforeseen conditions or disputes result in potential Change Order discussions, promptly notify City personnel.
- Coordinate changes with other Construction Management Professional staff and subcontractors.

- Coordinate directly with City Operations staff to ensure PS1 remains fully operational during construction.

Contract Documents Updates: Maintain a complete construction field set of all Contract Documents (including drawings and specifications) that accurately reflect installed field conditions. This important function involves annotating submittal comments based on the resolution of RFIs and Construction Change Orders (CCOs), as well as any field adjustments to the Contract Documents as they occur. The CMRE will ensure records are continuously kept up to date.

Project Coordination Meetings: Conduct and document weekly job site progress meetings involving members of the CM Team, City, and the DB. Schedule, coordinate, and participate in meetings with the City as well as outside agencies such as, but not limited to, the U.S. Navy and MTS.

Construction Phase Risk Management: The Construction Phase Risk Register (Risk Register) under this effort results in mitigation strategies to be implemented during construction by the Construction Management Professional and/or project team.

Developing the Risk Register and response plans for the project during constructability review (Task 1) is a separate effort resulting in comments on the construction documents.

This task effort includes development of the Pump Station 1 Construction Phase Risk Register in collaboration with the project team. The Risk Register will continue to be maintained throughout the life of the project. Construction Management Professional will assist in monitoring the defined risks and updating the register as needed. Construction Management Professional involvement during this task will include:

- a. Participate in risk workshops.
- b. Assist in proactively updating the Risk Register. This includes continued identification, assessment and responses to new identified risks as well as maintain active status of existing risks and risk response plans.

The individual project reviews will be risk focused. The categories of major risks will be developed with the City and reviewers will be directed to focus and categorize constructability comments based on and captured under these categories.

Stop Work Notices: CMRE will notify the City and coordinate and issue any violation of safety regulations, contractual requirement, or legal requirements.

Deliverables under this scope item include:

- Submittal and RFI responses will be coordinated by the CMRE with input from the Design Engineer and PUD Operations prior to issuance to the DB. Document Control tracks the workflow in Procore and disseminates record copy to the CMRE for incorporation into the work.

- CCOs: Contract Change Orders will be drafted by the CMRE and submitted to the City CM prior to issuance to the DB. All negotiations or pricing analysis will be done by the CMRE and supported by the Cost Estimator. All change management records are compiled by the CMRE and submitted to the City CM for record copy.
- Potential Change Orders: Submitted to the DB as work directives whether entitlement for change is recognized. The CMRE will coordinate with the stakeholders to develop the directive scope. The CMRE will coordinate with the City CM, to establish a position on entitlement prior to issuance to the DB.
- Other Correspondences to DB: Any instructions or notifications that do not include RFIs, submittals, and PCOs to be developed by the CMRE and submitted to the DB and City. Meetings will have minutes developed by the CMRE for issuance to the DB and project team.
- Weekly Construction Progress Meeting Agendas and Minutes: The CMRE will develop the agenda and lead the weekly progress meeting. The CMRE will develop meetings minutes and promptly issue to DB and all team members.
- Risk Registers

Environmental and Permit Coordination

This project has received an environmental Notice of Exemption because of minor alterations to an existing public structure involving negligible expansion. The CMRE will coordinate with City Staff as required by plans and specs to maintain compliance including but not limited to the following:

- National Pollutant Discharge Elimination System
 - a. Implementing the SWPPP/Water Pollution Control involves regular best management practice inspections, including off-site staging areas. The CMRE will enforce BMPs as noted in the contract documents for the work in coordination with the Stormwater Staff or Code Compliance Officers. Construction Management Professional will make daily observations, alert the contractor of needed corrections, and ensure documentation of required inspections, including pre- and post-rain events.
- Lead-Based Paint / Asbestos-Containing Materials
 - a. The Construction Management Professional's subconsultant, will oversee and monitor the contractor's lead and asbestos abatement on site, including visual inspections, sampling, contractor performance documentation, final clearances, and reports. All personnel will be safety certified.
- Hazardous Materials

- a. Hazardous materials will be encountered during the contractor's work. The Construction Management Professional's subconsultant will monitor hazardous material abatement of removal if noted in the plans. They will provide the CMRE documentation from the DB that the product was removed and disposed of in accordance with all federal, state, and local regulations.
- Dust/pollution
 - a. The CMRE will monitor dust and pollution on the project site and notify the City staff if DB is not complying with environmental contract requirements.
- Noise Levels
 - a. The Construction Management Professional's subconsultant, will monitor noise levels for contract compliance.

Field Safety

The Construction Management Professional will provide general safety training to its staff. The CMRE will develop a project-specific Health and Safety Plan (HASP) and share with all members of its team. The CMRE and all members of its staff to be on site will be familiar with and adhere to the DB's safety program.

The CMRE and any other Team Member of the CMRE shall be trained and in possession of any required certifications needed to be complete construction for this project. The on-site, core, Construction Management Professional team members shall be in possession of a valid HAZWOPR and Confined Space Certification for the duration of the project. All team members will be provided with the PPE for potential hazard exposure.

Safety and Security Monitoring:

The CMRE will perform the following services:

- Monitor construction contract requirements before performing any work onsite and report status to City Risk Management staff.
- Review the DB's safety program to verify it complies with applicable construction safety orders (Cal-OSHA).
- Issue Non-Compliance Reports to DB on behalf of Owner (City) upon discovery by the CM that OSHA contract requirements are not in compliance.
- Notify City Risk Management staff if made aware of DB is not complying with contract requirements.
- Coordinate with the insurance carrier's loss control individuals on their periodic visits to the site.

Deliverables under this scope item include:

- The CMRE will generate completed compliance forms and records, safety metrics reports, claims and other documents as required per Contract requirements.

- Non-compliance reports per the paragraph above.

Task 11 - Construction Quality Assurance (Installation of Pumps No. 4-6)

Quality Assurance

QA positions on the project will be brought on when needed with anticipation of a ramp up period at the commencement of the work, and a ramp down period following construction. The City and Construction Management Professional Team reserve the right to delay the start of any position, or adjust to accommodate slower periods, to suit the project needs and extend the duration as needed. The Construction Management Professional will:

- Review DB's QC Plan and monitor compliance throughout construction ensuring DB provides proper QC with applicable permits, codes, construction documents and any environmental mitigation.
- Provide QA inspection of the work including but not limited to structural, concrete, mechanical, welding, electrical, coating, corrosion, instruction and controls (I&C), recording and documenting daily field events to manage the goal that project is constructed in accordance with the plans and specifications.
- Verify compliance of products, materials, and equipment with plans and specs and condition upon site delivery.
- Confirm quality workmanship and installations.
- Perform special inspections as required for the project as required by the Contract Documents, witnessing of welding, electrical testing, structural concrete, and rebar.
- A level of effort is allocated for source witness inspection of electrical equipment and instrumentation.

Deliverables of this this scope item includes:

- Daily inspection reports prepared by the Inspectors and CMRE summarizing the work performed each day along with progress photos.
- Non-Conformance Reporting and Resolution (NCR) will be documented by the CMRE. The CMRE will discuss and issue the NCR to the DB for immediate remediation.
- Special inspection reports will be prepared by a California Building Code inspector as required.
- Testing and special inspection reports in accordance with the Contract documents will be prepared by the special inspection firm.

Material Sampling and Testing

The Construction Management Professional will develop an Inspection and Testing Plan which will outline the anticipated QA effort associated with inspection and the necessary testing needed based upon the Contractor's work schedule. The CM Team will provide QA/QC of materials used for construction in accordance with the approved project Inspection and Test Plan. An allowance for sampling and testing in the field for concrete and rebar is provided in the budget. Relevant documentation as delineated in the Construction Contract Documents will be collected, maintained and archived in the project records.

Deliverables of this scope item include:

- Material test reports shall be prepared by the material testing lab and submitted to the RE for review and verification of the results against the project requirements.

Task 12 - Start-up (Installation of Pumps No. 4-6)

The Construction Management Professional will help the City oversee the testing, start-up and commissioning planning effort of Pump Station No. 1 facility, as follows:

- Review DB's Facility Startup Plan, Startup Management Plan, Commissioning Plans and other startup plans as required.
- Provide specialists to review distributed control systems (DCS) submittals and the Construction DB's detailed Testing and Start-up Plans. Then monitor the DCS testing work and verify compliance with plans and contract documents.

Deliverables of this scope item includes:

- Agenda and minutes for project start-up meetings
- Submittal review comments and responses to D/B's startup submittals

As-Needed Additional Services

Certain assumptions have been made in preparing this Scope of Services. To the extent possible, they are stated in the previous sections and are reflected in the budget for services. If the work tasks or level of effort required are different from the assumptions presented, or if the City desires additional services (Additional Services), the resultant change may serve as a basis for modifying the Agreement as agreed upon by both the City and Consultant.

Funding Phase 4 (Fiscal Year 2029)

Task 13 - Owner-Advisor Services (Acceptance of Pumps No. 1-6 and Closeout)

Design Support Services

- Provide technical subject matter experts in civil, structural, mechanical, electrical, and I&C disciplines to support the project to support the subtasks below.
- Detailed review of DB's deliverables technical memorandums, shop drawings, calculations, submittals, RFIs, RFCs, material submittals, and samples.
- Review DB's requests for substitution of products, manufacturer, and construction methods.

Construction Support Services

- Provide technical subject matter experts in civil, structural, mechanical, electrical, and I&C disciplines to support the project to support the subtasks below.
- Perform reviews of submittals and RFIs for conformance with the contract documents and final acceptance.
- Assist in developing work packages for construction support with mechanical systems such as headworks and odor control systems.
- Provide as-needed cost estimating support for the review and assessment of construction estimates, construction change orders, requests for change, cost reduction proposals (including value engineering change proposals) and claims submitted by the DB.
- Dispute Resolution: The Construction Management Professional shall lead a good faith effort to resolve and settle disputes, disagreements, and claims through setting up a formalized process which involves a Dispute Resolution Board.
- Partnering: The Construction Management Professional shall participate in a formal partnering process facilitated by the DB.

Task 14 - Construction Management (Acceptance of Pumps No. 1-6 and Closeout)

- Coordination with all project stakeholders
- Coordination with the City's Construction Management team
- Schedule, coordinate, and participate in meetings with the City, D/B, as well as outside agencies such as, but not limited to, the U.S. Navy and MTS.
- Identify and address emerging issues.
- Track and report on CM budget and schedule.
- Assign, schedule, coordinate, orient, and integrate CM staff.
- Develop scope of work and budgets with subconsultants.
- Prepare annual workforce reports as required by the City.
- Invoicing
- Regular maintenance of a project Risk Register

Project Controls

The cost control functions of tracking and trending changes and reviewing payment applications will be performed in the field by the CMRE with support from inspection staff. Generation of cost to complete forecasts and checking the representation of work performed to date will be supported by the monthly review of the cost-loaded construction schedule by the Scheduler. Construction Management Professional will maintain the facility Building Information Modeling (BIM) model, provided by the City, and provide graphics of the areas of work on a monthly basis for management reporting purposes.

The DB's construction progress documentation will be reviewed for compliance with contract requirements, constructability, and actual events in order to establish an achievable baseline schedule; an accurate record of progress and payment; and reliable forecasts of the work ahead.

Deliverables under this scope item include:

- **Cost to Complete Forecasts:** CMRE will provide monthly updates to the City on the DB's progress and remaining work. The CMRE will work with the Scheduler to accurately determine the DB's progress for the past month, remaining budget, and timing to complete the project. This report will be submitted to the City as part of the monthly report.
- **Schedule Analysis:** The CMRE will collaborate with the Scheduler and the Construction Management Professional's BIM staff. Together, they will compare the DB team's reported progress for the month with the work observed on-site. They will then provide feedback on the schedule of activities along with relevant graphics. The CMRE will also assess unforeseen conditions, change order work, disputed work, and detect early delays (and who is responsible for delays). The CMRE will respond to the schedule submittal with any comments.

The CMRE will distribute Weekly Statement of Working Days.

- **Payment Application Review:** The CMRE will review and comment on the DB's payment application. Review will include verifying compliance to all terms and conditions of contract, withholding appropriate retentions, and monitoring for prevailing wage compliance. When any changes are required and have been accepted and resubmitted by D/B, or no further changes required, the CMRE will submit to City for processing.

Contract Compliance/Administration

The Construction Management Professional will administer the construction contract utilizing an approach that enforces contract terms while maintaining a fair and reasonable interpretation of ambiguous requirements. The Construction Management Professional will be proactive in communications with all stakeholders to resolve issues promptly and minimize delays in project implementation.

Specific contract administration functions are as follows:

Correspondence Management: Provide clear, timely, and effective written and oral communication to the DB and other stakeholders in the administration of the Contract. Record all formal communications in Procore. The CMRE will be the single point of contact with the DB. All communication and direction to go through the CMRE.

Review of DB Submittals: Accept, respond, date, process, coordinate, and track all DB submittals (including but not limited to RFIs, Construction Change Orders (CCOs), Applications for Payment and other submittals specified in the construction documents) and load all related documents in Procore. Coordinate and/or perform review of submittals and provide written responses to the DB. Raise issues identified in DB submittals to the City's Construction Manager. The review of CCOs shall include an assessment of impacts to the project schedule and cost.

Potential Change Orders (PCOs): Prepare and issue PCOs to the DB when needed and track the DB's actions in response to those instructions. The CMRE will generate or review Potential Change Orders (PCOs) and assess impacts to the project schedule and cost. All PCOs and associated communications shall be prepared in Procore. The CMRE will thoroughly analyze proposals and develop a negotiating position and complete the negotiation on the City's behalf after consulting with City for final amount/time and coordinating approval of negotiated change orders. PCO procedures are further defined in the CM Plan.

Change Management: When a disagreement about the contract arises, CMRE will inform City Staff immediately and provide proper documentation in defending against construction claim. CMRE will evaluate submitted claims for validity.

- **Unforeseen conditions:** Work collaboratively with City and DB by providing input and making recommendations to resolve issues in the field.
- **Disputes:** Review, evaluate for validity, resolve, and document all claims.
- **Extra work:** If unforeseen conditions or disputes result in potential Change Order discussions, promptly notify City personnel.
- **Coordinate changes** with other Construction Management Professional staff and subcontractors.

- Coordinate directly with City Operations staff to ensure PS1 remains fully operational during construction.

Contract Documents Updates: Maintain a complete construction field set of all Contract Documents (including drawings and specifications) that accurately reflect installed field conditions. This important function involves annotating submittal comments based on the resolution of RFIs and Construction Change Orders (CCOs), as well as any field adjustments to the Contract Documents as they occur. The CMRE will ensure records are continuously kept up to date.

Project Coordination Meetings: Conduct and document weekly job site progress meetings involving members of the CM Team, City, and the DB. Schedule, coordinate, and participate in meetings with the City as well as outside agencies such as, but not limited to, the U.S. Navy and MTS.

Construction Phase Risk Management: The Construction Phase Risk Register (Risk Register) under this effort results in mitigation strategies to be implemented during construction by the Construction Management Professional and/or project team.

Developing the Risk Register and response plans for the project during constructability review (Task 1) is a separate effort resulting in comments on the construction documents.

This task effort includes development of the Pump Station 1 Construction Phase Risk Register in collaboration with the project team. The Risk Register will continue to be maintained throughout the life of the project. Construction Management Professional will assist in monitoring the defined risks and updating the register as needed. Construction Management Professional involvement during this task will include:

- a. Participate in risk workshops.
- b. Assist in proactively updating the Risk Register. This includes continued identification, assessment and responses to new identified risks as well as maintain active status of existing risks and risk response plans.

The individual project reviews will be risk focused. The categories of major risks will be developed with the City and reviewers will be directed to focus and categorize constructability comments based on and captured under these categories.

Stop Work Notices: CMRE will notify the City and coordinate and issue any violation of safety regulations, contractual requirement, or legal requirements.

Deliverables under this scope item include:

- Submittal and RFI responses will be coordinated by the CMRE with input from the Design Engineer and PUD Operations prior to issuance to the DB. Document Control tracks the workflow in Procore and disseminates record copy to the CMRE for incorporation into the work.

- CCOs: Contract Change Orders will be drafted by the CMRE and submitted to the City CM prior to issuance to the DB. All negotiations or pricing analysis will be done by the CMRE and supported by the Cost Estimator. All change management records are compiled by the CMRE and submitted to the City CM for record copy.
- Potential Change Orders: Submitted to the DB as work directives whether entitlement for change is recognized. The CMRE will coordinate with the stakeholders to develop the directive scope. The CMRE will coordinate with the City CM, to establish a position on entitlement prior to issuance to the DB.
- Other Correspondences to DB: Any instructions or notifications that do not include RFIs, submittals, and PCOs to be developed by the CMRE and submitted to the DB and City. Meetings will have minutes developed by the CMRE for issuance to the DB and project team.
- Weekly Construction Progress Meeting Agendas and Minutes: The CMRE will develop the agenda and lead the weekly progress meeting. The CMRE will develop meetings minutes and promptly issue to DB and all team members.
- Risk Registers

Environmental and Permit Coordination

This project has received an environmental Notice of Exemption because of minor alterations to an existing public structure involving negligible expansion. The CMRE will coordinate with City Staff as required by plans and specs to maintain compliance including but not limited to the following:

- National Pollutant Discharge Elimination System
 - a. Implementing the SWPPP/Water Pollution Control involves regular best management practice inspections, including off-site staging areas. The CMRE will enforce BMPs as noted in the contract documents for the work in coordination with the Stormwater Staff or Code Compliance Officers. Construction Management Professional will make daily observations, alert the contractor of needed corrections, and ensure documentation of required inspections, including pre- and post-rain events.
- Lead-Based Paint / Asbestos-Containing Materials
 - a. The Construction Management Professional's subconsultant, will oversee and monitor the contractor's lead and asbestos abatement on site, including visual inspections, sampling, contractor performance documentation, final clearances, and reports. All personnel will be safety certified.
- Hazardous Materials

- a. Hazardous materials will be encountered during the contractor's work. The Construction Management Professional's subconsultant will monitor hazardous material abatement of removal if noted in the plans. They will provide the CMRE documentation from the DB that the product was removed and disposed of in accordance with all federal, state, and local regulations.
- Dust/pollution
 - a. The CMRE will monitor dust and pollution on the project site and notify the City staff if DB is not complying with environmental contract requirements.
- Noise Levels
 - a. The Construction Management Professional's subconsultant, will monitor noise levels for contract compliance.

Field Safety

The Construction Management Professional will provide general safety training to its staff. The CMRE will develop a project-specific Health and Safety Plan (HASP) and share with all members of its team. The CMRE and all members of its staff to be on site will be familiar with and adhere to the DB's safety program.

The CMRE and any other Team Member of the CMRE shall be trained and in possession of any required certifications needed to be complete construction for this project. The on-site, core, Construction Management Professional team members shall be in possession of a valid HAZWOPR and Confined Space Certification for the duration of the project. All team members will be provided with the PPE for potential hazard exposure.

Safety and Security Monitoring:

The CMRE will perform the following services:

- Monitor construction contract requirements before performing any work onsite and report status to City Risk Management staff.
- Review the DB's safety program to verify it complies with applicable construction safety orders (Cal-OSHA).
- Issue Non-Compliance Reports to DB on behalf of Owner (City) upon discovery by the CM that OSHA contract requirements are not in compliance.
- Notify City Risk Management staff if made aware of DB is not complying with contract requirements.
- Coordinate with the insurance carrier's loss control individuals on their periodic visits to the site.

Deliverables under this scope item include:

- The CMRE will generate completed compliance forms and records, safety metrics reports, claims and other documents as required per Contract requirements.

- Non-compliance reports per the paragraph above.

Task 15 - Construction Quality Assurance (Acceptance of Pumps No. 1-6 and Closeout)

Quality Assurance

QA positions on the project will be brought on when needed with anticipation of a ramp up period at the commencement of the work, and a ramp down period following construction. The City and Construction Management Professional Team reserve the right to delay the start of any position, or adjust to accommodate slower periods, to suit the project needs and extend the duration as needed. The Construction Management Professional will:

- Review DB's QC Plan and monitor compliance throughout construction ensuring DB provides proper QC with applicable permits, codes, construction documents and any environmental mitigation.
- Provide QA inspection of the work including but not limited to structural, concrete, mechanical, welding, electrical, coating, corrosion, instruction and controls (I&C), recording and documenting daily field events to manage the goal that project is constructed in accordance with the plans and specifications.
- Verify compliance of products, materials, and equipment with plans and specs and condition upon site delivery.
- Confirm quality workmanship and installations.
- Perform special inspections as required for the project as required by the Contract Documents, witnessing of welding, electrical testing, structural concrete, and rebar.
- A level of effort is allocated for source witness inspection of electrical equipment and instrumentation.

Deliverables of this this scope item includes:

- Daily inspection reports prepared by the Inspectors and CMRE summarizing the work performed each day along with progress photos.
- Non-Conformance Reporting and Resolution (NCR) will be documented by the CMRE. The CMRE will discuss and issue the NCR to the DB for immediate remediation.
- Special inspection reports will be prepared by a California Building Code inspector as required.
- Testing and special inspection reports in accordance with the Contract documents will be prepared by the special inspection firm.

Material Sampling and Testing

The Construction Management Professional will develop an Inspection and Testing Plan which will outline the anticipated QA effort associated with inspection and the necessary testing needed based upon the Contractor's work schedule. The CM Team will provide QA/QC of materials used for construction in accordance with the approved project Inspection and Test Plan. An allowance for sampling and testing in the field for concrete and rebar is provided in the budget. Relevant documentation as delineated in the Construction Contract Documents will be collected, maintained and archived in the project records.

Deliverables of this scope item include:

- Material test reports shall be prepared by the material testing lab and submitted to the RE for review and verification of the results against the project requirements.

Task 16 - Start-up (Acceptance of Pumps No. 1-6 and Closeout)

The Construction Management Professional will help the City oversee the testing, start-up and commissioning planning effort of Pump Station No. 1 facility, as follows:

- Review DB's Facility Startup Plan, Startup Management Plan, Commissioning Plans and other startup plans as required.
- Provide specialists to review distributed control systems (DCS) submittals and the Construction DB's detailed Testing and Start-up Plans. Then monitor the DCS testing work and verify compliance with plans and contract documents.

Deliverables of this scope item includes:

- Agenda and minutes for project start-up meetings
- Submittal review comments and responses to D/B's startup submittals

Task 17 - Closeout (Acceptance of Pumps No. 1-6 and Closeout)

The CMRE shall assist the City's Project Construction Manager with overseeing the turnover of new improvements and facilities to the appropriate City's O&M Division. This includes Contract closeout, management of warranty period activities, and demobilization of the CM Consultant staff. Closeout activities include but are not limited to the following:

- Coordinate and conduct a final walk-through with City Staff to verify completion of Contract and related items of work. The closeout shall entail sign offs by all responsible parties.
- Develop punch list and verify completion of all items listed and obtain final documentation and releases.
- Review, approve, sign, and deliver DB as-built marked up drawings for final record drawing preparation.

- Verify final versions of the Operations and Maintenance manuals have been submitted by the DB to the satisfaction of all parties.
- Ensure all required spare parts and materials are transferred to O&M in conformance with the contract documents.
- Resolve all remaining change orders and review final payment to DB.
- Monitor required permit, outside inspections, and agency sign-offs.
- Process Final Contract Change Orders, Release of Claims, Final DB payment and other documents necessary to properly file and record the contract Notice of Completion. CMRE will provide written recommendation for final payment and project acceptance. Upon approval from the City, CMRE will coordinate and file NOC.
- Ensure all CM documents and formal correspondence are properly stored in Procore.
- Turnover project files, contract, correspondence, and documentation.
- Warranty Coordination: Collect and organize all warranties required by the contract as specified in the Contract Documents and turnover to the City.
- Prepare final Contract Closeout Report in accordance with City Standards.

As-Needed Additional Services

Certain assumptions have been made in preparing this Scope of Services. To the extent possible, they are stated in the previous sections and are reflected in the budget for services. If the work tasks or level of effort required are different from the assumptions presented, or if the City desires additional services (Additional Services), the resultant change may serve as a basis for modifying the Agreement as agreed upon by both the City and Consultant.

COMPENSATION AND FEE SCHEDULE

NOTE:

- The mileage reimbursement rate will be at the current City of San Diego mileage rate (mileage log required)
- Travel expenses for the lowest cost-effective airfare, train, and/or car rental will be reimbursed at actual costs (receipts required).
- Lodging and Per Diem will be reimbursed at actual costs (receipts required) up to the maximum allowance for the San Diego area as published/posted on the U.S. General Services Administration website (<http://www.gsa.gov>).
- Sub-consultant costs are reimbursed as a "direct expense" at actual costs (invoice/receipts required).
- Personnel Classifications not listed in this Exhibit will be billed at the rate approved by the City's Construction Manager on a case-by-case basis. If additional billing classifications are approved, the Consultant shall coordinate a discussion with the City to concur on billing rates before work is performed.

COMPENSATION & FEE SCHEDULE

Funding Phase 1		
Task	Task Name	Total Cost
Task 1	Owner Advisor Services (Preconstruction)	
	Design Support Services	\$ 545,429
	Construction Support Services	\$ 74,323
	TASK 1 SUBTOTAL	\$ 619,752
Task 2	Construction Management Services (Preconstruction)	
	TASK 2 SUBTOTAL	\$ 548,189
Task 3	Construction Quality Assurance (Preconstruction)	
	TASK 3 SUBTOTAL	\$ 171,786
Task 4	Start-up (Preconstruction)	
	TASK 4 SUBTOTAL	\$ 239,119
AS	Additional Services	
	ADDITIONAL SERVICES SUBTOTAL	\$ 65,016
	PHASE 1 TOTAL	\$ 1,643,862
Funding Phase 2		
Task	Task Name	Total Cost
Task 5	Owner Advisor Services (Installation of Pumps No. 1-3)	
	Design Support Services	\$ 139,190
	Construction Support Services	\$ 127,069
	TASK 5 SUBTOTAL	\$ 266,259
Task 6	Construction Management Services (Installation of Pumps No. 1-3)	
	TASK 6 SUBTOTAL	\$ 856,198
Task 7	Construction Quality Assurance (Installation of Pumps No. 1-3)	
	TASK 7 SUBTOTAL	\$ 800,299
Task 8	Start-up (Installation of Pumps No. 1-3)	
	TASK 8 SUBTOTAL	\$ 182,296
AS	Additional Services	
	ADDITIONAL SERVICES SUBTOTAL	\$ 70,855
	PHASE 2 TOTAL	\$ 2,175,907
Funding Phase 3		
Task	Task Name	Total Cost
Task 9	Owner Advisor Services (Installation of Pumps No. 4-6)	
	Design Support Services	\$ 80,475
	Construction Support Services	\$ 106,501
	TASK 9 SUBTOTAL	\$ 186,976
Task 10	Construction Management Services (Installation of Pumps No. 4-6)	
	TASK 10 SUBTOTAL	\$ 866,425
Task 11	Construction Quality Assurance (Installation of Pumps No. 4-6)	
	TASK 11 SUBTOTAL	\$ 793,007
Task 12	Start-up (Installation of Pumps No. 4-6)	
	TASK 12 SUBTOTAL	\$ 80,468
AS	Additional Services	
	ADDITIONAL SERVICES SUBTOTAL	\$ 71,008
	PHASE 3 TOTAL	\$ 1,997,884
Funding Phase 4		
Task	Task Name	Total Cost
Task 13	Owner Advisor Services (Acceptance of Pumps No. 1-6 and Closeout)	
	Design Support Services	\$ 40,525
	Construction Support Services	\$ 45,173
	TASK 13 SUBTOTAL	\$ 85,698
Task 14	Construction Management Services (Acceptance of Pumps No. 1-6 and Closeout)	
	TASK 14 SUBTOTAL	\$ 396,109
Task 15	Construction Quality Assurance (Acceptance of Pumps No. 1-6 and Closeout)	
	TASK 15 SUBTOTAL	\$ 279,237
Task 16	Start-up (Acceptance of Pumps No. 1-6 and Closeout)	
	TASK 16 SUBTOTAL	\$ 40,525
Task 17	Closeout (Acceptance of Pumps No. 1-6 and Closeout)	
	TASK 17 SUBTOTAL	\$ 42,277
AS	Additional Services	
	ADDITIONAL SERVICES SUBTOTAL	\$ 53,659
	PHASE 4 TOTAL	\$ 897,505

TOTAL SCOPE OF SERVICES:	\$6,454,620
TOTAL ADDITIONAL SERVICES:	\$260,538
TOTAL AGREEMENT VALUE:	\$6,715,158

Black & Veatch

Construction Management Services for PS1 Improvements and Modernization -

Contract H2526610-M

Prepared 5/23/2025

Name of Position	2025 Rate	Notes
Firms Active on the Project		
Black & Veatch		daviskn@bv.com
Project Director	\$424.00	
CMRE	\$327.00	
Owner's Agent	\$327.00	
Project Manager	\$292.00	
Engineer 9	\$390.00	
Engineer 6	\$292.00	
Engineer 5	\$255.00	
Engineer 3	\$200.00	
Estimator 7	\$313.00	
Estimator 5	\$228.00	
Project Accountant	\$150.00	
Document Control Manager	\$125.00	
Project Controls	\$255.00	
Administrative Assistant	\$125.00	
Field Representative	\$174.00	
Safety Representative	\$268.00	
Sr. Engineering Technician	\$270.00	
Engineering Technician	\$195.00	
Rockwell Construction Services, LLC		Jim.hudson@rockwell-cs.com
Standard Professional Services (Office and Field Activities)	\$179.68	
Coatings Specialists & Inspection Services, Inc.		csweeney@csiservices.biz
PRINCIPAL CONSULTANTS		
Office / hr rate	\$250.00	
Field (portal to portal) / day rate	\$2,500.00	
Mediation, Deposition, & Litigation (portal-to-portal) / hr rate	\$350.00	
Retainer Fee / month rate	\$300.00	
COATING TECHNICIANS		
Office / hr rate	\$125.00	
Field (portal to portal) / day rate	\$1,250.00	
PROJECT MANAGER		
Office	\$125.00	
Field	\$145.00	
UNDERWATER TANK INSPECTION		
Standard / tank	\$3,250.00	
Prevailing Wage / tank	\$4,860.00	
COATING INSPECTORS		
Public Works Project	\$125.00	
Public Works Project Overtime	\$145.75	

Black & Veatch

Construction Management Services for PS1 Improvements and Modernization -

Contract H2526610-M

Prepared 5/23/2025

Name of Position	2025 Rate	Notes
Firms Active on the Project		
Administrative Support	\$45.50	
Peterson Structural Engineers, Inc.		
		joe.wendt@psengineers.com
Principal-in-Charge	\$305.00	
Principal	\$290.00	
Senior Associate	\$275.00	
Associate	\$266.00	
Senior Project Manager	\$260.00	
Senior Structural Engineer	\$260.00	
Project Manager	\$242.00	
Structural Engineer	\$242.00	
Associate Project Manager	\$228.00	
Senior Project Engineer	\$216.00	
Project Engineer	\$208.00	
Staff Engineer	\$202.00	
Staff Designer	\$196.00	
CADD Drafting	\$161.00	
Administrative	\$150.00	
Stearns, Contrad, and Schmidt, Consulting Engineers, Inc.		
		lmontague@scsengineers.com
Lead Abatement Monitoring (Daily Shift)	\$1,835.00	
Asbestos Abatement Monitoring (Daily Shift)	\$1,835.00	
CPM Partners, Inc.		
		Maribel@cpm-partners.com
Sr. Lead Scheduler/Claims Expert	\$280.00	
Project Controls	\$138.00	
Sr. Document Control	\$124.00	
Sr. Constructability Reviewer/Scheduler	\$224.40	
Scheduler	\$195.00	
Sr. Constructability Reviewer/Estimator	\$195.00	
Condition Monitoring Services, LLC		
		jgregory@conditionmonitoringservices.com
Field Technician (Travel)	\$135.00	
Field Technician (Onsite)	\$195.00	
Offsite Technician	\$250.00	
OTHER		
Meals and Lodging (daily)	\$300.00	
Mileage	per IRS	
Fuel Surcharge (per trip)	\$40.00	
ABC Acoustics		
		Sharo@abcacoustics.com

Black & Veatch**Construction Management Services for PS1 Improvements and Modernization -****Contract H2526610-M****Prepared 5/23/2025**

Name of Position	2025 Rate	Notes
Firms Active on the Project		
Principal (Depositions, Court Appearances & Consultation)	\$700.00	
Sr. Acoustical Engineer	\$300.00	
Acoustical Engineer	\$200.00	
Technical Illustrator	\$120.00	
Word Processor	\$100.00	
Secretary	\$80.00	
Precision Noise Analyzer Usage Charge (\$/Hr.)	\$50.00	
Testing Services & Inspection, Inc. (TSI)		
		tsi92113@yahoo.com
PROFESSIONAL/TECHNICAL (Per Hour)		
Principal Engineer	\$250.00	
Staff Engineer	\$200.00	
Senior Supervising Inspector/Technician Registered Special Inspector	\$180.00	
Registered Special Inspector	\$145.00	
Pile Driving Inspector	\$150.00	
AWS CWI/CAWI QCI Inspector	\$150.00	
American Concrete Institute (ACI) Tech	\$150.00	
Geo-Technician, nuclear gauge or sand cone	\$165.00	
Technician, w/pull-out equipment	\$165.00	
Roofing/Waterproofing Inspector	\$150.00	
Hardness Testing in lab (per sample)	\$50.00	
Hardness Testing field	\$110.00	
Submittal Review	\$150.00	
Document Control	\$90.00	
NONDESTRUCTIVE TESTING (Per Hour)		
Ultrasonic, Magnetic Paride, Dye Penettani	\$1,655.00	
Level III NDT Consultant	\$180.00	
SOIL (Per Sample)		
Maximum Density & Optimum Moisture %		
ASTM D1557 4" Mold	\$150.00	
ASTM D1557 6" Mold	\$160.00	
Plasticity Index/Liquid Limit ASTM D424	\$100.00	
Direct Shear Test ASTM D5321	\$150.00	
Particle Size Analysis and 200 sieve wash ASTM D242, D1140	\$95.00	
Particle Size Analysis / Hydrometer Method ASTM D242	\$110.00	
Soil Finer than #200 sieve ASTM D1140	\$100.00	
Moisture Content ASTM D2216	\$75.00	
Soils classification ASTM D2487	\$220.00	
Expansion Index UBC 29.2	\$110.00	
BLOCK ASTM C140 (Per Specimen)		
Efflorescence	\$35.00	
Block with Mortar	\$40.00	

Black & Veatch**Construction Management Services for PS1 Improvements and Modernization -****Contract H2526610-M****Prepared 5/23/2025**

Name of Position	2025 Rate	Notes
Firms Active on the Project		
FIREPROOFING		
Wet and Dry Density	\$265.00	
CONCRETE (per specimen) Compression Testing		
6"x 12" and 4"x 8" cylinders, ASTM C39	\$35.00	
Cores, ASTM C42 (excludes sample prep)	\$45.00	
Flexural Test, 6"x 6"x 18", ASTM C495	\$55.00	
Lightweight Insulating Concrete, ASTM C495	\$35.00	
Splitting Strength Test, ASTM C496	\$65.00	
MASONRY (per specimen) Compression Testing		
Mortar, 2x4 cylinder, UBC	\$40.00	
Hydraulic Cement	\$40.00	
Grout, UBC	\$45.00	
Cores (excludes sample prep)	\$50.00	
Shear Test, cores (excludes sample prep)	\$65.00	
Concrete Block, ASTM C90/C140 Compression		
Strength, Unit Weight, Density Absorption and Moisture Content (3 Specimen)	\$350.00	
Drying and Shrinkage, ASTM C426	\$140.00	
Compressive Strength of Prism, ASTM E447, 8" x 8"	\$90.00	
Compressive Strength of Prism, ASTM E447, 8" x 16"	\$125.00	
Efflorescence, block and brick, ASTM C67	\$35.00	
Concrete Block with Mortar	\$80.00	
AGGREGATES (per specimen)		
Sieve Analysis, Coarse Aggregate, ASTM C136	\$85.00	
Sieve Analysis, Fine Aggregate, 200 wash, ASTM C136	\$95.00	
Specific Gravity, Coarse, ASTM C127	\$65.00	
Specific Gravity, Fine, ASTM C128	\$65.00	
Absorption, Coarse, ASTM C127	\$65.00	
Absorption, Fine ASTM C128	\$65.00	
Sand Equivalent, ASTM D2419	\$100.00	
Organic Impurities in Sand, ASTM C40	\$65.00	
Clay Lumps and Friable Particles, ASTM C142	\$110.00	
Soundness (per fraction), ASTM CBS	\$115.00	
L.A. Abrasion, ASTM C131	\$265.00	
STEEL, ALUMINUM AND PLASTIC (per specimen)		
Reinforcing Steel, ASTM A615		
Tensile Test (#11 bar and smaller)	\$60.00	
Tensile Test (#14 bar and larger)	\$90.00	
(Grade 40 and 60 to minimum requirement only)		
Bend Test (#11bars and smaller)	\$150.00	
WELDED SPECIMENS, REBAR		
Tensile Test (#11 bar and smaller)	\$95.00	

Black & Veatch

Construction Management Services for PS1 Improvements and Modernization -

Contract H2526610-M

Prepared 5/23/2025

Name of Position	2025 Rate	Notes
Firms Active on the Project		
Tensile Test (#14 bar)	\$115.00	
Tensile Test (mechanically spliced bar)	\$150.00	
STRUCTURAL STEEL		
Tensile Test	\$95.00	
Bend Test	\$85.00	
Pipe Flattening Test	\$65.00	
Mechanical Test	Quote	
Machining Charges	Cost + 15%	
Hardness Test	\$65.00	
WELDER QUALIFICATION AND WELDING PROCEDURE QUALIFICATION		
Plate, AWS D1.1		
Limited thickness qualification, per position	\$185.00	
Unlimited thickness qualification per position	\$185.00	
Pipe, per position	\$225.00	
Reinforcing Steel, AWS D1.4		
Bar sizes #3 through #11	\$200.00	
Bar sizes #14 through #18	\$275.00	
AMERICAN SOCIETY OF MECHANICAL ENGINEERS (ASME)		
Plate or Pipe	\$300.00	
Procedure Qualification per AWS or ASME	Quote	
SUPPORT SERVICES		
Pick-up/delivery, per trip within San Diego	\$85.00	
Word Processing/Administrative	\$65.00	
File Search, re-issue of report or welder card	\$65.00	
COURT APPEARANCES		
Up to one-half day	\$700.00	
Over one-half day	\$1,400.00	
Preparation of Testimony, per hour	\$100.00	

TIME SCHEDULE

TIME SCHEDULE

Funding Phase 1	
Task	DURATION (months)
Task 1.0 - Owner-Advisor Services (Preconstruction)	11
Task 2.0 - Construction Management Services (Preconstruction)	11
Task 3.0 - Construction Quality Assurance (Preconstruction)	11
Task 4.0 - Start-up (Preconstruction)	11
Additional Services	DURATION
As-Needed Additional Services	TBD
Funding Phase 2	
Task	DURATION (months)
Task 5.0 - Owner-Advisor Services (Installation of Pumps No. 1-3)	12
Task 6.0 - Construction Management Services (Installation of Pumps No. 1-3)	12
Task 7.0 - Construction Quality Assurance (Installation of Pumps No. 1-3)	12
Task 8.0 - Start-up (Installation of Pumps No. 1-3)	12
Additional Services	DURATION
As-Needed Additional Services	TBD
Funding Phase 3	
Task	DURATION (months)
Task 9.0 - Owner-Advisor Services (Installation of Pumps No. 4-6)	12
Task 10.0 - Construction Management Services (Installation of Pumps No. 4-6)	12
Task 11.0 - Construction Quality Assurance (Installation of Pumps No. 4-6)	12
Task 12.0 - Start-up (Installation of Pumps No. 4-6)	12
Additional Services	DURATION
As-Needed Additional Services	TBD
Funding Phase 4	
Task	DURATION (months)
Task 13.0 - Owner-Advisor Services (Acceptance of Pumps No. 1-6 and Closeout)	9
Task 14.0 - Construction Management Services (Acceptance of Pumps No. 1-6 and Closeout)	9
Task 15.0 - Construction Quality Assurance (Acceptance of Pumps No. 1-6 and Closeout)	9
Task 16.0 - Start-up (Acceptance of Pumps No. 1-6 and Closeout)	9
Task 17.0 - Closeout (Acceptance of Pumps No. 1-6 and Closeout)	9
Additional Services	DURATION
As-Needed Additional Services	TBD

*Note: All work must be completed by the agreement's expiration date stated in Section 2.1

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

CONSULTANT REQUIREMENTS

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

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

- II. **Nondiscrimination in Contracting Ordinance.** All Consultants doing business with the City, and their Subcontractors, must comply with requirements of the City's *Nondiscrimination in Contracting Ordinance*, San Diego Municipal Code Sections 22.3501 through 22.3517.
- A. **Disclosure of Discrimination Complaints (Attachment AA).** As part of its bid or proposal, Consultant shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Consultant in a legal or administrative proceeding alleging that Consultant discriminated against its employees, Subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.
- B. **Contract Language.** The following language shall be included in contracts for City projects between the Consultant and any Subcontractors, vendors, and suppliers:
- Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment

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

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

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

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

IV. 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 Transportation (CALTRANS) as DBE, WBE or MBE.

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

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

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

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

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

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

IX. List of Attachments.

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

DISCLOSURE OF DISCRIMINATION COMPLAINTS

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

CHECK ONE BOX ONLY.

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

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

Consultant Name Black & Veatch Corporation

Certified By Kevin N. Davis Title Vice President

Name

Kevin N. Davis

Date February 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: Black & Veatch

ADA/DBA: _____

Address (Corporate Headquarters, where applicable): 11401 Lamar Avenue

City: Overland Park County: Johnson State: KS Zip: 66211

Telephone Number: _____ Fax Number: _____

Name of Company CEO: Mario Azar

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

Address: 300 Rancheros Drive, Suite 250

City: San Marcos County: San Diego State: _____ Zip: 92069

Telephone Number: 760-621-8600 Fax Number: N/A Email: DavisKN@bv.com

Type of Business: Engineering, Procurement, Consulting, and Construction Company Type of License: Business

The Company has appointed: Katie Johnson

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

Address: 11401 Lamar Avenue Overland Park, KS 66211

Telephone Number: 913 458-2000 Fax Number: _____ Email: johnsonK2@bv.com

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

Check the box above that applies to this WFR.

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

I, the undersigned representative of Black & Veatch

 _____ (Firm Name)

Johnson, Kansas hereby certify that information provided
 _____, _____
 _____ (County) _____ (State)

herein is true and correct. This document was executed on this 19th day of February, 2025

Kesia Sage

 _____ (Authorized Signature)

Kesia Sage

 _____ (Print Authorized Signature Name)

WORK FORCE REPORT – Page 2NAME OF FIRM: Black & VeatchDATE: 02/14/2025OFFICE(S) or BRANCH(ES): San Diego & San Marcos, CACOUNTY: San Diego

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

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

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

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat Alaskan		(5) Pacific Islander		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial	0	0	4	1	0	2	0	0	0	0	26	2	1	0
Professional	1	1	2	0	5	3	0	1	0	0	13	5	3	0
A&E, Science, Computer	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Technical	0	0	1	0	1	0	0	0	0	0	2	0	0	0
Sales	0	0	0	0	0	0	0	0	0	0	1	1	0	0
Administrative Support	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Services	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Crafts	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Operative Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Transportation	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers*	0	0	0	0	0	0	0	0	0	0	0	0	0	0

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

Totals Each Column	1	1	7	1	6	5	0	1	0	0	42	8	4	0
--------------------	---	---	---	---	---	---	---	---	---	---	----	---	---	---

Grand Total All Employees

76

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

Disabled	0	0	0	0	0	0	0	0	0	0	1	0	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**
Rockwell Construction Services, LLC (RCS) 31480 Justin Place, Valley Center, CA 92082	Electrical/Instrumentatio n & Controls Inspection, DCS coordination, fiber optics inspection, start-up planning and testing	6.4%	ELBE	City of San Diego
Testing Services & Inspection, Inc. (TSI) 8580 Avenida de la Fuente Ste. K San Diego CA 92154	General and special Inspections, material testing, and document control	13.8%	ELBE	City of San Diego
Coatings Specialists & Inspection Services, Inc. (CSI) 12130 Santa Margarita Ct. Rancho Cucamonga, CA 91730 12130 Santa Margarita Ct. Rancho Cucamonga, CA 91730	Coatings inspection	1.0%	OBE	City of San Diego
Peterson Structural Engineers (PSE) 10650 Treena Street, Suite 208, San Diego, CA 92131	Structural design services during construction and field inspection	1.4%	OBE	City of San Diego
Stearns, Conrad and Schmidt, Consulting Engineers, Inc. (SCS Engineer)	Hazardous materials monitoring and reporting	0.3%	OBE	City of San Diego
CPM Partners, Inc: 523 Encinitas Blvd. Suite 200 Encinitas CA 92024	Project controls, cost estimating	3.6%	SLBE	City of San Diego
Condition Monitoring Services	Rotating equipment analysis	0.6%	OBE	City of San Diego
ABC Acoustics 7660 Fay Ave, Unit H160 La Jolla, CA 92037	Noise monitoring, acoustical engineering	1.3%	SLBE	City of San Diego

List of Abbreviations:

Small Local Business Enterprise

SLBE

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
Coatings inspection	238320	Y	Y	\$ 70,000	1.0%
Electrical & instrumentation inspection and testing	541618	Y	Y	\$ 450,000	6.4%
Structural design services during construction, field inspection	541330	Y	Y	\$ 100,000	1.4%
Rotating equipment analysis	541330	Y	Y	\$ 42,000	0.6%
Noise monitoring, acoustical engineering	541330	Y	Y	\$ 90,000	1.3%
Project controls, and cost estimating	541330	Y	Y	\$ 251,000	3.6%
General and special inspections, material testing, and document control	541350	Y	Y	\$ 968,300	13.8%
Hazardous materials monitoring and reporting	541620	Y	Y	\$ 20,000	0.3%

**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 and Capital Projects
2. Name of Specific Consultant & Company: Black & Veatch Corporation
3. Address, City, State, ZIP: 300 Rancheros Drive, Suite 250
San Marcos, CA 92069
4. Project Title (as shown on 1472, "Request for
Council
Action") Construction Management Services for the
Pump Station 1 Modernization Project
5. Consultant Duties for Project: Construction management, field inspection,
and and owner-advisor services.

6. Disclosure Determination [**select applicable disclosure requirement**]:

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

- or -

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

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

- or -

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

By:

Elif E. Cetin

[Name/Title]*

Digitally signed by Elif E. Cetin
DN: C=US, E=ecetin@sanidiego.gov,
O=Engineering Capital Projects Director,
OU=Assistant Director Strategic Capital Projects
Branch, CN=Elif E. Cetin
Date: 2025.07.08 15:58:11 -07:00

[Date]

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

DEFINITION OF "CONSULTANT"

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

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

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

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

1/28/2006

CITY OF SAN DIEGO CONSULTANT PERFORMANCE EVALUATION

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

Section I

PROJECT INFORMATION

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

Construction Management Services for the Pump Station 1 Improvements and Modernization Project

Black & Veatch Corporation

Contract Number: H-2526610-M

B. BIDDER PROPOSER INFORMATION

Black & Veatch Corporation

Legal Name	DBA		
300 Rancheros Drive, Suite 250	San Marcos	CA	92069
Street Address	City	State	Zip
Kevin N. Davis, Vice President	(760) 621-8419	NA	
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.

Kevin N. Davis	Vice President
Name	Title/Position
Escondido, CA	NA
City and State of Residence	Employer (if different than Bidder/Proposer)
Contracting with the City, supervising staff involved with this project	
Interest in the transaction	

Gregg Degen	Construction Manager
Name	Title/Position
San Diego, CA	NA
City and State of Residence	Employer (if different than Bidder/Proposer)
Contracting with the City, supervising staff involved with this project	
Interest in the transaction	

Michael Marks	Construction Manager
Name	Title/Position
San Diego, CA	NA
City and State of Residence	Employer (if different than Bidder/Proposer)
Contracting with the City, supervising staff involved with this project	
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: 11/16/1998 State of incorporation: Delaware

List corporation's current officers:

President: Mario Azar

Vice Pres.: Multiple Vice Presidents, See Attachment A

Secretary: Tim Triplett

Treasurer: Michael Williams

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:

NA

☐ **Limited Liability Company**

Date formed: / / State of formation:

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

NA

☐ **Partnership**

Date formed: ____/____/____

State of formation: _____

List names of all firm partners:

NA

☐ **Sole Proprietorship** Date started: ____/____/____

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:

NA

☐ **Joint Venture** Date formed: ____/____/____

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

NA

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: BMA Harris Bank, N.A.

Point of Contact: James Stephens

Address: 111 West Monroe - 5C, Chicago, IL 60603

Phone Number: (312) 461-6631

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 Escondido

Contact Name and Phone Number: Angela Morrow, 760-839-6290 x7030

Contact Email: amorrow@escondido.org

Address: 201 North Broadway, Escondido, CA 92025

Contract Date: April 2018 - April 2024

Contract Amount: \$2.5 Million

Requirements of Contract: Owner's Agent support of the City of Escondido for the re-design and construction of the Membrane Filtration Reverse Osmosis Facility for Agriculture (MFRO Facility). Work included program management, development of an SOQ & RFP, consultant selection, technical reviews of all design submittals including the basis of design report, onsite construction inspection, submittal & RFI reviews, and startup support. Facilities include a 2 MGD treatment facility, a transmission pipeline, and a booster pump station.

Company Name: City of San Diego

Contact Name and Phone Number: Jeff Soriano, 619-318-2658

Contact Email: jsoriano@sanidiego.gov

Address: 8525 Gibbs Dr, Ste 205, San Diego, CA 92123

Contract Date: 2018 - Ongoing

Contract Amount: \$110 Million (Total JV)

Requirements of Contract: Provide CM staff augmentation and CM services on an as-needed basis to manage nine construction packages associated with the North City Treatment Projects and the coordination of system-wide commissioning activities. Services included monitoring the performance and oversee the work of all CM Consultant and Subconsultant staff, constructability reviews, development of CM Plans, QA/QC (incl. field and special inspections), project controls, environmental compliance, field safety, and testing, start-up and commissioning, public outreach, cost estimating, material sampling and testing, dispute resolution, partnering, field surveying and optional CM services as directed by City Senior CM.

Company Name: City of San Diego

Contact Name and Phone Number: David Manela, 619-840-5431

Contact Email: dmanela@sandiego.gov

Address: 9573 Chesapeake Drive, San Diego, CA 92123

Contract Date: 2017 - Ongoing

Contract Amount: \$6.7 Million

Requirements of Contract: Provide pre-construction, construction management, field engineering and administration, inspection, document control, and additional services as required by the City. The project aims to improve facility reliability and resiliency by replacing aging pump and electrical equipment and install plant-based electrical generators using diesel for fuel. Facilities include power generation building, sewage heat exchanger system, two electrical pump motors, storage area, landscaping and parking lot upgrades, new office space, and renovated restrooms.

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: Rockwell Construction Services, LLC (RCS)

Contact Name and Phone Number: Jim Hudson, President, (760) 715-3082

Contact Email: Jim.hudson@rockwell-cs.com

Address: 31480 Justin Place, Valley Center, CA 92082

Contract Date: Following award of contract to Black & Veatch Corporation

Sub-Contract Dollar Amount: TBD

Requirements of Contract: Electrical/Instrumentation & Controls Inspection, DCS coordination, fiber optics inspection, start-up planning and testing

What portion of work will be assigned to this subcontractor: 6.4%

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

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

K. STATEMENT OF AVAILABLE EQUIPMENT:

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

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

L. TYPE OF SUBMISSION: This document is submitted as:☒ Pledge of Compliance Initial submission.

OR

☐ Update to prior Pledge of Compliance dated ____/____/____**Complete all questions and sign below.**

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

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

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

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

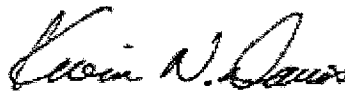
(c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).

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

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

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

Kevin N. Davis, Vice President
Name and Title



Signature

February 20 2025
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.

Black & Veatch Corporation

DIRECTORS:

First Name	Middle Name	Last Name
Michael		Williams


OFFICERS:

Last Name	First Name	Middle Name	Executive Status
Adams	Michael	Douglas	Executive Vice President
Aillet	Joe	R.	Associate Vice President
Almeida	Shaun		Associate Vice President
Andry	Ted	R.	Senior Vice President
Araoz	Carlos	E.	Vice President
Archer	Alan	R	Associate Vice President
Azar	Mario		CEO
Azer	Rick	E	Associate Vice President
Bache	Stephanie	Lolitia	Vice President
Baker	Brett	A.	Vice President
Bair	Jeffrey	M	Associate Vice President

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.

Kevin N. Davis, Vice President

Print Name, Title



Signature

February 20, 2025

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.

Beattie	Brendon	W	Associate Vice President
Bekmanis	John	T.	Associate Vice President
Bernica	Andrea	Colette	President & Assistant Secretary
Beste	Marie-Renee		Associate Vice President
Biegun	Christopher	Edward	Associate Vice President
Bird	Brian		Senior Vice President
Birk	Brandon	J.	Associate Vice President
Blair	Georgeann	M.	Associate Vice President
Blanton	Megan		Vice President
Boersma	Paul	M.	Vice President
Borchers	Michael		Associate Vice President
Borst	Robert	S	Associate Vice President
Bowers	Stephen	Paul	Associate Vice President
Bramson	Ian	Gerald	Vice President
Braun	Kristen		Associate Vice President
Breckenridge	William	R.	Vice President
Brill	David	J.	Vice President

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.

Kevin N. Davis, Vice President

Print Name, Title



Signature

February 20, 2025

Date

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

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

Brown	Curtis	G.	Vice President
Brown	Chad	Evin	Associate Vice President
Burger	Brent	B.	Senior Vice President
Burklund	Jennifer	M	Vice President
Burk	Sean		Associate Vice President
Burns	Nicholas	L.	Associate Vice President
Cadena	Ignacio		Associate Vice President
Cahill	Jennifer	J.	Associate Vice President
Cambridge	Derek	L.	Vice President
Carlson	David	J.	Vice President
Carolan	Patrick	T.	Associate Vice President
Carpenter	Suzenne	G	Associate Vice President
Caruso	Michael	E.	Associate Vice President
Casey	Shawn	P	Associate Vice President
Chai	Christina Cheryl		Vice President
Chaudhary	Narsingh Parsuram		President – Asia Pacific and Fuels & Natural Resources
Cherian	Shibu		Vice President
Cherry	Scean		Associate Vice President

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.

Kevin N. Davis, Vice President

Print Name, Title



Signature

February 20, 2025

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.

Clark	Larry	S.	Senior Vice President
Cheslek	Heather	A	Associate Vice President
Clearwaters	Brian	C.	Associate Vice President
Clifford	Michael	J	Associate Vice President
Cogan	Sara	A.	Vice President
Coggins	Jeffrey	Dale	Vice President
Coleman	Tiffany	A.	Associate Vice President
Coletta	Vincent		Vice President
Conradt	Joseph	P.	Vice President
Cosgrove	Eric	P.	Vice President
Cover	David	A.	Associate Vice President
Currence	Kevin	L.	Associate Vice President
Currie	James	DM	Associate Vice President
Davidson	Ashley		Senior Vice President & Chief Marketing Officer
Davis	Spencer	L.	Associate Vice President
Davis	Kevin	N.	Vice President
Day	David	A	Associate Vice President
DeBarbadillo	Christine		Associate Vice President
Deekan	Matthew		Associate Vice President

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.

Kevin N. Davis, Vice President

Print Name, Title



Signature

February 20, 2025

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.

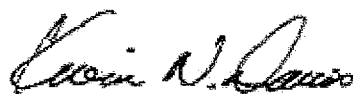
If not using this Attachment "A", please check here ☐ Not Applicable.

DeGeeter	Scott Joseph		Vice President
Dittus	Mark	H	Associate Vice President
Divito	Jennifer	M	President, BV Operations
Dominguez Argueta	Rene	A.	Associate Vice President
Doull	James	D.	President – Power Providers
Downing	Leon	S.	Associate Vice President
Draper	Derrick	D	Associate Vice President
Du	Jun		Associate Vice President
Dudley	William	T.	Vice President
Duff	Bruce	Gordon	Vice President
Dunham	Jonathan	Leonard	Associate Vice President
Easley	Stacia	L	Vice President
Edsall	Todd	L.	Senior Vice President
Elbert	Ryan	J.	Senior Vice President
Elenbaas	Michael	K	Associate Vice President
Erdal	Zeynep	Kisoglu	Vice President
Evans	Aaron		Associate Vice President
Falcon	Oscar	Eduardo	Senior Vice President
Fanning	Jason	Michael	Associate Vice President

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Kevin N. Davis, Vice President

Print Name, Title



Signature

February 20, 2025

Date

City of San Diego
CONTRACTOR STANDARDS
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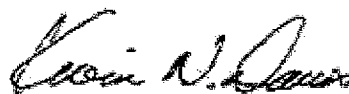
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Faris	Benjamin		Associate Vice President
Farooqi	Owais	E.	Associate Vice President
Fawcett	Stephen	T.	Vice President
Feickert	Jon	R.	Associate Vice President
Felski	John	W.	Senior Vice President
Fitzpatrick	James	D.	Associate Vice President
Frias	Rafael	E.	Vice President
Friesz	James	Dustin	Vice President
Gake	Mark	A.	Associate Vice President
Galdo	Stephen	M.	Associate Vice President
Gallen	Patrick	Michael	Associate Vice President
Gaston	Eric	K.	Vice President
George	Hyleme		Vice President
Gerhart	Brett	A.	Vice President
Gibbs	Stephen	M.	Senior Vice President
Gibson	Robbie		Associate Vice President
Gilson	Allan	G.	Associate Vice President
Ginn	Donnie	H.	Executive Vice President
Gingerich	David		Senior Vice President
Glasgow	James	J	Associate Vice President

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Goff	Michael	K.	Vice President
Goff	Michael	J	Associate Vice President
Goldwasser	Sean	M.	Vice President
Gomez	Paul	Anthony	Associate Vice President
Goswami	Rochman		Vice President
Green	Bently	C	Associate Vice President
Greer	John	B.	Vice President
Griffin	Donnie	R.	Vice President
Guthrie	Jarrold		Vice President
Haas	Keith	A	Associate Vice President
Hansen	Andrew	J	Associate Vice President
Hardin	Bradley	Spencer	Senior Vice President
Harji	Hiralal Ramji		Associate Vice President
Harper	Michael	M.	Vice President
Harris	David	Keith	Vice President
Hartz	Chase	R.	Associate Vice President
Hattle	Gary	R.	Vice President
Hays	Brady	F.	Senior Vice President
Hinkle	Kevin	Thomas	Associate Vice President
Hirner	Cary	R	Vice President

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Hoffman Jr	William	L.	Associate Vice President
Hoffman	Angela	Lungren	Senior Vice President
Hoffman	Meghann	M.	Associate Vice President
Honsey	Bridget	M.	Associate Vice President
Hoog	Reggie	L.	Vice President
Hogan	Patrick	Gerard	President – Chief Client Officer
Horne	Richard	D	Associate Vice President
Huang	Xiaoyong		Vice President
Hueste	Christopher	C	Associate Vice President
Huggins	Roosevelt	R.	Vice President
Hughes	Sarah	B	Vice President
Hull	Jesse	J.	Senior Vice President
Huston	Patrick		Associate Vice President
Inman	Julie	A	Associate Vice President
Jackson	Lisa	A.	Vice President
Jacober	Richard	I.	Executive Vice President
Janik	Richard	J.	Vice President
Johnson	John	H.	Senior Vice President

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Johnson	Joshua	S.	Vice President
Johnson	Joy	Delaine	Senior Vice President
Johnson	Kathleen		Vice President
Jones	Andrea	Marie	Associate Vice President
Kasarabada	Ajay	N	Associate Vice President
Keller	John	A	Associate Vice President
Kinner	Scott	D.	Vice President
Klausner	Christopher	J.	Associate Vice President
Kneitz	Paul	R.	Associate Vice President
Koch	David	S.	Associate Vice President
Kringen	Kent	R.	Associate Vice President
Kropf	Kyle	M.	Associate Vice President
Kryzstofik	Mathew		Associate Vice President
Kuhlmann	Kristi	L	Associate Vice President
Kurtz	Jeffrey	E.	Vice President
Lackey	Kent	Allen	Senior Vice President
Ladd	Jonathan	S	Associate Vice President
Lal	Kavita	D	Associate Vice President
Lasher	Joshua		Associate Vice President

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LeBlanc	Daniel	K	Associate Vice President
Lewis	Arron	L.	Vice President
Li	Tengjie		Vice President
Lichty	Craig		Vice President
Lindsay	Paul	J.	Vice President
Lovan	Kimberly	M	Associate Vice President
Lovinelli Jr.	Frank	R.	Associate Vice President
Ludwig	Kevin	P.	Vice President
Mahendran	Joseph	A.	Associate Vice President
Mally	Andrew	J.	Associate Vice President
Mandelbaum	Bryan	R	Associate Vice President
McCarthy	David	A	Associate Vice President
McCure	Michael	S	Associate Vice President
Meck	Steven	Edward	President & Secretary
Meegan	Jennifer	L.	Senior Vice President
Mehlin	Jeff		Vice President
Menon	Rajiv	Vasudevan	Vice President
Mentzer	Loretta	Harms	Associate Vice President
Merjaneh	Youssef		Senior Vice President

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Mickells	Adrienne	L.	Vice President
Miller	Paul	M.	Vice President
Miller	David	D.	Vice President
Mitchell	Charles	B.	Vice President
Moos	James (Jim)		President – TC&I
Mueller	Christopher	G.	Vice President
Nagarah	Christopher		Vice President
Neal	Michael		Vice President
Neemann	Jeff	J.	Senior Vice President
Nero	Sherry	L.	Associate Vice President
O'Leary	Ian		Associate Vice President
Olivarez	Darin		Vice President, Treasurer
O'Neill	Patrick	A.	Senior Vice President
Oksuz	Faruk		Vice President
Oppeau	Todd	S	Associate Vice President
Orth	Michael	G.	President – Government & Environment
Osborne	James	Michael	Associate Vice President
Parish	David	J.	Vice President
Pattani	Anand	P	Vice President

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Pelissero	Patrick	J	Associate Vice President
Perkins	Richard	L	Vice President
Petz	Carl	F.	Vice President
Phillips	Laura	A.	Associate Vice President
Pirrello	Colleen	R	Associate Vice President
Podrebarac	Marijan		Associate Vice President
Poduval	Deepa		Senior Vice President
Poetter	Frederick	M.	Vice President
Quddas	Kashruzzaman		Associate Vice President
Quinn	Danny	J	Associate Vice President
Rapavi	David	M	Associate Vice President
Rectenwald	Edward	E	Associate Vice President
Reigner	Walter	R	Vice President
Reed	Jessi	R.	Associate Vice President
Robinson	Clinton	O.	Associate Vice President
Robinson	Osai	A	Associate Vice President
Roesle	Scott	E.	Associate Vice President
Ross	Brydon		Associate Vice President
Rowell	Jason	M.	Vice President

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Rudicel	Heather	A.	Associate Vice President
Sanchez	Carlos		President- Global Advisory
Schertz	Russell		Associate Vice President
Schieber	Leon	A.	Associate Vice President
Schuetter	Robert		Senior Vice President
Schultz	Katherine	E.	Vice President
Scrivens	Michael	P.	Vice President
Sengupta	Siddhartha		Associate Vice President
Serafin	Michael	J.	Associate Vice President
Shaw	Andrew	R.	Associate Vice President
Shaw	Stuart	K.	Senior Vice President
Siegrist	A.	Dean	Associate Vice President
Sigman	Jay	R.	Associate Vice President
Simmons	David	M	Associate Vice President
Small	Keith	D.	Associate Vice President
Smith	Andrew	K.	Associate Vice President
Smith	Jeffrey		Vice President
Stanek	Julie	M	Associate Vice President

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Steichen	Mark	T.	Vice President
Strawn	David	L.	Vice President
Strayer	James		Vice President
Stromwall	Joe		Vice President
Swartz	Jason	T.	Associate Vice President
Talib	Javid	H.	Vice President
Tassone	Kimberly	L.	Associate Vice President
Taylor	Kimberly	J	Associate Vice President
Temple	Karen	M	Associate Vice President
Tetzloff	Rick	C.	Associate Vice President
Thakur	Brahmendra		Associate Vice President
Thomas	Matthew	Lee	Associate Vice President
Thompson	Drew	S	Associate Vice President
Timberlake	Erin	E	Associate Vice President
Traister	Robert	Lee	Vice President
Tuttle	Michael	J.	Associate Vice President
Uhlmansiek	Steve		Vice President
Van Der Merwe	Schalk		Associate Vice President
Veerapaneni	Srinivas		Associate Vice President

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 Print Name, Title



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Ware	Tim		Associate Vice President
Weber	Cathy	A.	Senior Vice President
Wells	William	J.	Vice President
Welp	James	E.	Senior Vice President
Werner	Katie	M	Vice President
Westerberg	Paul		Executive Vice President, Global Construction Leader
Widmer	Jerry	J	Associate Vice President
Wielage	Scott	D.	Associate Vice President
Winger	James	G	Associate Vice President
Wilkinson	Christopher	M.	Associate Vice President
Williams	Michael		President & Chief Financial Officer
Williams	William	D	Associate Vice President
Williams	Steven	D.	Vice President
Wilson	Gordon		Associate Vice President
Winterman	Richard	J	Associate Vice President
Worlton	Michael	Adam	Associate Vice President
Young	Nathan	Allen	Vice President

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Kevin N. Davis, Vice President

Print Name, Title



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Yu	Yi		Associate Vice President
Zeka	Cherie	D.	Associate Vice President
Zhou	Minjian		Vice President
Zhu	Edward	D.	Associate Vice President
Zoller	Jason	A.	Vice President

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Company Name: Testing Services & Inspection, Inc. (TSI)
 Contact Name and Phone Number: Michael J Diaz, President, (619)234-9904
 Contact Email: TSI92113@yahoo.com
 Address: 8580 Avenida de la Fuente Ste. K San Diego CA 92154
 Contract Date: Following award of contract to Black & Veatch Corporation
 Sub-Contract Dollar Amount: TBD
 Requirements of Contract: Field inspection and special inspection, material testing, and document control
 What portion of work will be assigned to this subcontractor: 13.8%
 Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? SLBE

Company Name: CSI Services, Inc. (CSI)
 Contact Name and Phone Number: Chris Sweeney, Vice President, 661-299-8231
 Contact Email: csweeney@csiservices.biz
 Address: N/A
 Contract Date: Following award of contract to Black & Veatch Corporation
 Sub-Contract Dollar Amount: TBD
 Requirements of Contract: Coatings inspection
 What portion of work will be assigned to this subcontractor: 1%
 Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? OBE

Company Name: Peterson Structural Engineers (PSE)
 Contact Name and Phone Number: Joe Wendt, Senior Project Manager, (858) 842-1677
 Contact Email: joe.wendt@psengineers.com
 Address: 10650 Trenea Street, Suite 208, San Diego, CA 92131
 Contract Date: Following award of contract to Black & Veatch Corporation
 Sub-Contract Dollar Amount: TBD
 Requirements of Contract: Structural design services during construction and field inspection
 What portion of work will be assigned to this subcontractor: 1.4%
 Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? OBE

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Company Name: Stearns, Conrad and Schmidt, Consulting Engineers, Inc. (SCS Engineer)
 Contact Name and Phone Number: Luke Montague, Vice President, 858-571-5500
 Contact Email: lmontague@scsengineers.com
 Address: 8799 Balboa Ave #290, San Diego, CA 92123
 Contract Date: Following award of contract to Black & Veatch Corporation
 Sub-Contract Dollar Amount: TBD
 Requirements of Contract: Hazardous materials monitoring and reporting

What portion of work will be assigned to this subcontractor: .3%
 Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? OBE

Company Name: CPM Consultants, Inc.
 Contact Name and Phone Number: Maribel Janeczek, President, 562-365-4969
 Contact Email: Maribel@cpm-partners.com
 Address: 523 Encinitas Blvd. Suite 200 Encinitas CA 92024
 Contract Date: Following award of contract to Black & Veatch Corporation
 Sub-Contract Dollar Amount: TBD
 Requirements of Contract: Project controls, cost estimating

What portion of work will be assigned to this subcontractor: 3.6%
 Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? SLBE

Company Name: Condition Monitoring Services
 Contact Name and Phone Number: Lindsey Gregory, Operations Manager, (888) 359-3277
 Contact Email: lgregory@conditionmonitoringservices.com
 Address: N/A
 Contract Date: Following award of contract to Black & Veatch Corporation
 Sub-Contract Dollar Amount: TBD
 Requirements of Contract: Rotating equipment analysis

What portion of work will be assigned to this subcontractor: .6%
 Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? OBE

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Signature

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Company Name: ABC Acoustics
 Contact Name and Phone Number: Sharo T. Sanavi, Principal, (858) 550-9055
 Contact Email: Sharo@abcaoustics.com
 Address: 7660 Fay Ave, Unit H160 La Jolla, CA 92037
 Contract Date: Following award of contract to Black & Veatch Corporation
 Sub-Contract Dollar Amount: TBD
 Requirements of Contract: Noise monitoring, acoustical engineering

What portion of work will be assigned to this subcontractor: 1.3%
 Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? ELBE

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The following is a list of the necessary anticipated equipment required to complete the work specified. Black & Veatch will require our subconsultants (our subconsultants to require any second tier subconsultants) have the following equipment available before the commencement work, as a provision of our contract with the respective subconsultant:

TSI, Inc.

- Lab Equipment for material testing

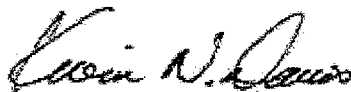
ABC Acoustics will provide the following equipment (acoustical measurements):

- Acoustical sound level meters and related equipment

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Kevin N. Davis, Vice President

Print Name, Title



Signature

February 20, 2025

Date

RESOLUTION NUMBER R- **316390**

DATE OF FINAL PASSAGE **AUG 04 2025**

A RESOLUTION OF THE COUNCIL OF THE CITY OF
SAN DIEGO AUTHORIZING CONSULTANT AGREEMENT
NO. #H2526610-M WITH BLACK & VEATCH
CORPORATION FOR THE PURPOSE OF PROVIDING
CONSTRUCTION MANAGEMENT SERVICES FOR THE
PUMP STATION 1 IMPROVEMENTS AND
MODERNIZATION PROJECT AND RELATED ACTIONS.

RECITALS

The Council of the City of San Diego (Council) adopts this Resolution based on the following:

A. The City of San Diego's (City) Pump Station 1 (PS1) is one of its largest and most critical pump stations. PS1 has been in service since 1963 and collects sewage generated by the City and other participating agencies within the County of San Diego.

B. Wastewater from the South Bay region is delivered to PS1 via the South Metro Interceptor, located at 3550 East Harbor Drive, and discharges an average of 75 million gallons per day. PS1 pumps wastewater north to the City's Pump Station 2 and must operate 24 hours per day, 7 days per week, without disruption.

C. On October 28, 2024, design build contract K-24-2220-DB2-3-C was awarded to J. R. Filanc Construction Company Inc. for the Pump Station 1 Improvements and Modernization project (Project). The Project includes design and construction services to upgrade, rehabilitate, and modernize PS1 to comply with San Diego Regional Water Quality Control Board, San Diego Region Cease-and-Desist Order No. R9-2023-0016 which must be completed by December 31, 2028. The Project provides facility enhancements and modernization for increased reliability and long-term functionality, including full replacement of several components (bar screen, pipe supports and straps, pump supports, pumps, shafts, and motors), electrical and instrumentation upgrades, additional monitoring systems, replacements of

facility piping and valving, safety enhancements, replacement of sluice gates and motors, concrete repairs, operational improvements, and other work within the pump station.

D. Construction management services are necessary to support the delivery of this Project and require specialized expertise not currently available in-house. Construction and commissioning work must be performed and coordinated while maintaining the facility's operations.

E. On January 14, 2025, City advertised a Request for Proposal (RFP) for construction management services for the Project which includes technical engineering support, project management assistance, environmental compliance, construction oversight, and assistance for maintaining project schedules, ensuring compliance with local and state regulations, and upholding quality and safety standards. City conducted interviews in March 2025, and selected Black & Veatch Corporation as the most qualified bidder.

F. The City and Consultant have negotiated a consultant agreement for Construction Management Services through June 30, 2029 or the completion of services, whichever is earlier, with a not to exceed amount of \$6,715,158 for the Project (Consultant Agreement).

G. The Office of the City Attorney prepared this Resolution based on the information provided by City staff, including information provided by affected third parties and verified by City staff, with the understanding that this information is complete and accurate.

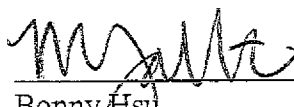
ACTION ITEMS

Be it resolved by the Council of the City of San Diego:

1. The Council approves the Consultant Agreement.
2. The Mayor or designee is authorized, on the City's behalf, to sign and deliver the Consultant Agreement. When signed by both parties, the Consultant Agreement will be placed on file in the Office of the City Clerk as Document No. RR- 316390.

3. The Chief Financial Officer is authorized to expend an amount not to exceed \$6,715,158, of which \$1,643,862 is for the first phase from CIP L-24000.1 PS 1 Improvements & Modernization, Fund 700009, Sewer Utility CIP, for the purpose of funding this Agreement, contingent upon the Chief Financial Officer appropriating funds and furnishing one or more certificates certifying that the funds necessary for expenditure are, or will be, on deposit with the City Treasurer.

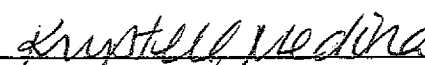
APPROVED: HEATHER FERBERT, City Attorney

By  For Bonnie Hsu
Bonny Hsu
Deputy City Attorney

BH:cw
July 10, 2025
Or.Dept: Engineering & Capital Projects
CC No.: 3000017877
Doc. No.: 4120404_2

I certify that the Council of the City of San Diego adopted this Resolution at a meeting held on
JUL 29 2025.

DIANA J.S. FUENTES
City Clerk

By 
Deputy City Clerk

Approved: 8/4/25
(date)


TODD GLORIA, Mayor

Vetoed: _____
(date)

TODD GLORIA, Mayor

The City of San Diego
COMPTROLLER'S CERTIFICATE

CERTIFICATE OF UNALLOTTED BALANCE

CC 3000017877

ORIGINATING DEPT. NO.: 2000

I HEREBY CERTIFY that the money required for the allotment of funds for the purpose set forth in the foregoing resolution is available in the Treasury, or is anticipated to come into the Treasury, and is otherwise unallotted.

Amount: _____

Purpose: _____

Date: _____

By: _____
COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA									
Doc. Item	Funded Program	Fund	Grant Number	G/L Account	Functional Area	Business Area	Fund Center or Cost Center	Internal Order or WBS Element	Original Amount
TOTAL AMOUNT									

FUND OVERRIDE ☐

CERTIFICATION OF UNENCUMBERED BALANCE

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of the City of San Diego; and I do hereby further certify, in conformity with the requirements of the Charter of the City of San Diego, that sufficient moneys have been or will be appropriated for the purpose of said contract, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said money now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are or will be otherwise unencumbered.

Not to Exceed: \$1,643,862.00

Vendor: Black & veatch Corporation H2526610-M

Purpose: Authorize expenditures Not to Exceed Amount of \$1,643,862.00 to award Ph1 w/Black & veatch Corporation H2526610-M for construction mgmt. services to CIP L24000.1 PS Improvements & Modernization

Date: 7/9/2025

By: Margarita Medina
COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA									
Doc. Item	Funded Program	Fund	Grant Number	G/L Account	Functional Area	Business Area	Fund Center	Internal Order or WBS Element	Original Amount
1	L-24000.1	700009	NOT RELEVANT GRANT	512026	OTHR-00000000-SU	2000	2000181922	L-24000.1.06.02	\$1,643,862.00
2									
3									
4									
5									
6									
7									
8									
9									
10									
TOTAL AMOUNT									\$ 1,643,862.00

CC-351 (REV 7-08)

FUND OVERRIDE ☐

CC 3000017877

Passed by the Council of The City of San Diego on JUL 29 2025, by the following vote:

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

Date of final passage AUG 04 2025

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

AUTHENTICATED BY:

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

(Seal)

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

By Kristelle Medina, Deputy

Office of the City Clerk, San Diego, California

Resolution Number R- 316390

Passed by the Council of The City of San Diego on July 29, 2025, by the following vote:

YEAS: LACAVA, CAMPBELL, WHITBURN, FOSTER III, VON WILPERT, LEE,
CAMPILLO, & ELO-RIVERA.

NAYS: NONE.

NOT PRESENT: MORENO.

RECUSED: NONE.

AUTHENTICATED BY:

TODD GLORIA

Mayor of The City of San Diego, California

DIANA J.S. FUENTES

City Clerk of The City of San Diego, California

(Seal)

By: Linda Irvin, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true, and correct copy of
RESOLUTION NO. R-316390 approved on July 29, 2025. The date of final passage is
August 4, 2025.

DIANA J.S. FUENTES

City Clerk of the City of San Diego, California

(Seal)

By: Linda Irvin, Deputy