

**CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER 10089963-23-J Outfall
Diffuser Cleaning & Inspection for South Bay Water Reclamation Plant (REBID)**

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful proposer to Request for Proposal (RFP) # 10089963-23-J Outfall Diffuser Cleaning & Inspection for South Bay Water Reclamation Plant (REBID) (Contractor).

RECITALS

On or about 2/23/2023, City issued an RFP to prospective proposers on services to be provided to the City. The RFP and any addenda and exhibits thereto are collectively referred to as the "RFP." The RFP is attached hereto as Exhibit A.

City has determined that Contractor has the expertise, experience, and personnel necessary to provide the services.

City wishes to retain Contractor to perform outfall diffuser cleaning and inspection services as further described in the Scope of Work, attached hereto as Exhibit B. (Services).

For good and valuable consideration, the sufficiency of which is acknowledged, City and Contractor agree as follows:

**ARTICLE I
CONTRACTOR SERVICES**

1.1 Scope of Work. Contractor shall provide the Services to City as described in Exhibit B which is incorporated herein by reference. Contractor will submit all required forms and information described in Exhibit A to the Purchasing Agent before providing Services.

1.2 General Contract Terms and Provisions. This Contract incorporates by reference the General Contract Terms and Provisions, attached hereto as Exhibit C.

1.3 Contract Administrator. The Public Utilities Department (Department) is the Contract Administrator for this Agreement. Contractor shall provide the Services under the direction of a designated representative of the Department as follows:

MD Rahman, Associate Engineer-Civil
1902 Gatchell Road
San Diego, Ca., 92152
(619) 221-8321
mmrahman@sandiego.gov

**ARTICLE II
DURATION OF CONTRACT**

2.1 Term. This Contract shall be for a period of one (1) year beginning on the Effective Date. Unless otherwise terminated, this Contract shall be effective upon completion of the Scope of Services or one (1) year from the Effective Date, whichever is earliest. The term of this Contract shall not exceed five years unless approved by the City Council by ordinance.

2.2 Effective Date. This Contract shall be effective on the date it is executed by the last Party to sign the Contract, and approved by the City Attorney in accordance with San Diego Charter Section 40.

ARTICLE III COMPENSATION

3.1 Amount of Compensation. City shall pay Contractor for performance of all Services rendered in accordance with this Contract in an amount not to exceed \$272,781.00.

ARTICLE IV WAGE REQUIREMENTS

4.1 By submitting a response to this RFP, Contractor certifies that he or she is aware of, and agrees to comply with, the wage provisions described in Exhibit D, Wage Requirements, which is incorporated herein by reference, before commencing Services.

ARTICLE V CONTRACT DOCUMENTS

5.1 Contract Documents. The following documents comprise the Contract between the City and Contractor: this Contract and all exhibits thereto, the RFP; the Notice to Proceed; and the City's written acceptance of exceptions or clarifications to the RFP, if any.

5.2 Contract Interpretation. The Contract Documents completely describe the Services to be provided. Contractor will provide any Services that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for or identified in the Contract Documents. Words or phrases which have a well-known technical or construction industry or trade meaning and are used to describe Services will be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents.

5.3 Precedence. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the Parties will use the order of precedence as set forth below. The 1st document has the highest priority. Inconsistent provisions in the Contract Documents that address the same subject, are consistent, and have different degrees of specificity, are not in conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:

- 1st Any properly executed written amendment to the Contract
- 2nd The Contract
- 3rd The RFP and the City's written acceptance of any exceptions or clarifications to the RFP, if any
- 4th Contractor's Pricing

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

5.5 Public Agencies. Other public agencies, as defined by California Government Code section 6500, may choose to use the terms of this Contract, subject to Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent Contract between Contractor and another public agency.

IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

CONTRACTOR

J.F. Brennan Company, Inc.
Proposer

818 Bainbridge Street
Street Address

La Crosse, WI 54603
City

707-389-0678
Telephone No.

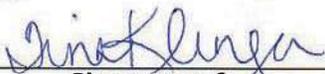
lcollins@jfbrennan.com
E-Mail

CITY OF SAN DIEGO
A Municipal Corporation

BY: 

Print Name:
Claudia Abarca
Director, Purchasing & Contracting Department

Jan 22, 2024
Date Signed

BY: 

Signature of
Proposer's Authorized
Representative

Tina Klinger
Print Name

CO / secretary
Title

3/21/2023
Date

Approved as to form this 26 day of
January, 2024.
MARA W. ELLIOTT, City Attorney

BY: 
Justin Stanek (Jan 26, 2024 13:27 PST)
Deputy City Attorney

EXHIBIT A
PROPOSAL SUBMISSION AND REQUIREMENTS

A. PROPOSAL SUBMISSION

1. Timely Proposal Submittal. Proposals must be submitted as described herein to the Purchasing & Contracting Department (P&C).

1.1 Reserved.

1.2 Paper Proposals. The City will accept paper proposals in lieu of eProposals. Paper proposals must be submitted in a sealed envelope to the Purchasing & Contracting Department (P&C) located at 1200 Third Avenue, Suite 200, San Diego, CA 92101. The Solicitation Number and Closing Date must be referenced in the lower left-hand corner of the outside of the envelope. Faxed proposals will not be accepted.

1.2.1 Due to COVID-19, electronic copies submitted through PlanetBids will be accepted. Instructions for electronic submissions are provided as an attachment in PlanetBids

1.3 Proposal Due Date. Proposals must be submitted prior to the Closing Date indicated on the eBidding System. E-mailed and/or faxed proposals will not be accepted.

1.4 Pre-Proposal Conference. Pre-proposal conference information is noted on the eBidding System.

1.4.1 Proposers are required to attend the pre-proposal conference. Proposer's failure to attend will result in disqualification.

1.5 Questions and Comments. Written questions and comments must be submitted electronically via the eBidding System no later than the date specified on the eBidding System. Only written communications relative to the procurement shall be considered. The City's eBidding System is the only acceptable method for submission of questions. All questions will be answered in writing. The City will distribute questions and answers without identification of the inquirer(s) to all proposers who are on record as having received this RFP, via its eBidding System. No oral communications can be relied upon for this RFP. Addenda will be issued addressing questions or comments that are determined by the City to cause a change to any part of this RFP.

1.6 Contact with City Staff. Unless otherwise authorized herein, proposers who are considering submitting a proposal in response to this RFP, or who submit a proposal in response to this RFP, are prohibited from communicating with City staff about this RFP from the date this RFP is issued until a contract is awarded.

2. Proposal Format and Organization. Unless electronically submitted, all proposals should be securely bound and must include the following completed and executed forms and information presented in the manner indicated below:

Tab A - Submission of Information and Forms.

2.1 Completed and signed Contract Signature Page. If any addenda are issued, the latest Addendum Contract Signature Page is required.

2.2 Exceptions requested by proposer, if any. The proposer must present written factual or legal justification for any exception requested to the Scope of Work, the Contract, or the Exhibits thereto. Any exceptions to the Contract that have not been accepted by the City in writing are deemed rejected. The City, in its sole discretion, may accept some or all of proposer's exceptions, reject proposer's exceptions, and deem the proposal non-responsive, or award the Contract without proposer's proposed exceptions. The City will not consider exceptions addressed elsewhere in the proposal.

2.3 The Contractor Standards Pledge of Compliance Form.

2.4 Equal Opportunity Contracting forms including the Work Force Report and Contractors Certification of Pending Actions.

2.5 Reserved.

2.6 Licenses as required in Exhibit B.

2.7 Reserved.

2.8 Additional Information as required in Exhibit B.

2.9 Reserved.

Tab B - Executive Summary and Responses to Specifications.

2.10 A title page.

2.11 A table of contents.

2.12 An executive summary, limited to one typewritten page, that provides a high-level description of the proposer's ability to meet the requirements of the RFP and the reasons the proposer believes itself to be best qualified to provide the identified services.

2.13 Proposer's response to the RFP.

Tab C - Cost/Price Proposal (if applicable). Proposers shall submit a cost proposal in the form and format described herein. Failure to provide cost(s) in the form and format requested may result in proposal being declared non-responsive and rejected.

3. Proposal Review. Proposers are responsible for carefully examining the RFP, the Specifications, this Contract, and all documents incorporated into the Contract by reference before submitting a proposal. If selected for award of contract, proposer shall be bound by same unless the City has accepted proposer's exceptions, if any, in writing.

4. Addenda. The City may issue addenda to this RFP as necessary. All addenda are incorporated into the Contract. The proposer is responsible for determining whether addenda

were issued prior to a proposal submission. Failure to respond to or properly address addenda may result in rejection of a proposal.

5. Quantities. The estimated quantities provided by the City are not guaranteed. These quantities are listed for informational purposes only. Quantities vary depending on the demands of the City. Any variations from the estimated quantities shall not entitle the proposer to an adjustment in the unit price or any additional compensation.

6. Quality. Unless otherwise required, all goods furnished shall be new and the best of their kind.

6.1 Items Offered. Proposer shall state the applicable trade name, brand, catalog, manufacturer, and/or product number of the required good, if any, in the proposal.

6.2 Brand Names. Any reference to a specific brand name in a solicitation is illustrative only and describes a component best meeting the specific operational, design, performance, maintenance, quality, or reliability standards and requirements of the City. Proposer may offer an equivalent or equal in response to a brand name referenced (Proposed Equivalent). The City may consider the Proposed Equivalent after it is subjected to testing and evaluation which must be completed prior to the award of contract. If the proposer offers an item of a manufacturer or vendor other than that specified, the proposer must identify the maker, brand, quality, manufacturer number, product number, catalog number, or other trade designation. The City has complete discretion in determining if a Proposed Equivalent will satisfy its requirements. It is the proposer's responsibility to provide, at their expense, any product information, test data, or other information or documents the City requests to properly evaluate or demonstrate the acceptability of the Proposed Equivalent, including independent testing, evaluation at qualified test facilities, or destructive testing.

7. Modifications, Withdrawals, or Mistakes. Proposer is responsible for verifying all prices and extensions before submitting a proposal.

7.1 Modification or Withdrawal of Proposal Before Proposal Opening. Prior to the Closing Date, the proposer or proposer's authorized representative may modify or withdraw the proposal by providing written notice of the proposal modification or withdrawal to the City Contact via the eBidding System. E-mail or telephonic withdrawals or modifications are not permissible.

7.2 Proposal Modification or Withdrawal of Proposal After Proposal Opening. Any proposer who seeks to modify or withdraw a proposal because of the proposer's inadvertent computational error affecting the proposal price shall notify the City Contact identified on the eBidding System no later than three working days following the Closing Date. The proposer shall provide worksheets and such other information as may be required by the City to substantiate the claim of inadvertent error. Failure to do so may bar relief and allow the City recourse from the bid surety. The burden is upon the proposer to prove the inadvertent error. If, as a result of a proposal modification, the proposer is no longer the apparent successful proposer, the City will award to the newly established apparent successful proposer. The City's decision is final.

8. Incurred Expenses. The City is not responsible for any expenses incurred by proposers in participating in this solicitation process.

9. Public Records. By submitting a proposal, the proposer acknowledges that any information submitted in response to this RFP is a public record subject to disclosure unless the City determines that a specific exemption in the California Public Records Act (CPRA) applies. If the proposer submits information clearly marked confidential or proprietary, the City may protect such information and treat it with confidentiality to the extent permitted by law. However, it will be the responsibility of the proposer to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the CPRA should the City choose to withhold such information. General references to sections of the CPRA will not suffice. Rather, the proposer must provide a specific and detailed legal basis, including applicable case law, that clearly establishes the requested information is exempt from the disclosure under the CPRA. If the proposer does not provide a specific and detailed legal basis for requesting the City to withhold proposer's confidential or proprietary information at the time of proposal submittal, City will release the information as required by the CPRA and proposer will hold the City, its elected officials, officers, and employees harmless for release of this information. It will be the proposer's obligation to defend, at proposer's expense, any legal actions or challenges seeking to obtain from the City any information requested under the CPRA withheld by the City at the proposer's request. Furthermore, the proposer shall indemnify and hold harmless the City, its elected officials, officers, and employees from and against any claim or liability, and defend any action brought against the City, resulting from the City's refusal to release information requested under the CPRA which was withheld at proposer's request. Nothing in the Contract resulting from this proposal creates any obligation on the part of the City to notify the proposer or obtain the proposer's approval or consent before releasing information subject to disclosure under the CPRA.

10. Right to Audit. The City Auditor may access proposer's records as described in San Diego Charter section 39.2 to confirm contract compliance.

B. PRICING

1. Fixed Price. All prices shall be firm, fixed, fully burdened, FOB destination, and include any applicable delivery or freight charges, and any other costs required to provide the requirements as specified in this RFP. The lowest total estimated contract price of all the proposals that meet the requirements of this RFP will receive the maximum assigned points to this category as set forth in this RFP. The other price schedules will be scored based on how much higher their total estimated contract prices compare with the lowest:

$$\left(1 - \frac{(\text{contract price} - \text{lowest price})}{\text{lowest price}}\right) \times \text{maximum points} = \text{points received}$$

For example, if the lowest total estimated contract price of all proposals is \$100, that proposal would receive the maximum allowable points for the price category. If the total estimated contract price of another proposal is \$105 and the maximum allowable points is 60 points, then that proposal would receive $(1 - ((105 - 100) / 100)) \times 60 = 57$ points, or 95% of the maximum points. The lowest score a proposal can receive for this category is zero points (the score cannot be a negative number). The City will perform this calculation for each Proposal.

2. Taxes and Fees. Taxes and applicable local, state, and federal regulatory fees should not be included in the price proposal. Applicable taxes and regulatory fees will be

added to the net amount invoiced. The City is liable for state, city, and county sales taxes but is exempt from Federal Excise Tax and will furnish exemption certificates upon request. All or any portion of the City sales tax returned to the City will be considered in the evaluation of proposals.

3. Escalation. An escalation factor is not allowed unless called for in this RFP. If escalation is allowed, proposer must notify the City in writing in the event of a decline in market price(s) below the proposal price. At that time, the City will make an adjustment in the Contract or may elect to re-solicit.

4. Unit Price. Unless the proposer clearly indicates that the price is based on consideration of being awarded the entire lot and that an adjustment to the price was made based on receiving the entire proposal, any difference between the unit price correctly extended and the total price shown for all items shall be offered shall be resolved in favor of the unit price.

C. EVALUATION OF PROPOSALS

1. Award. The City shall evaluate each responsive proposal to determine which proposal offers the City the best value consistent with the evaluation criteria set forth herein. The proposer offering the lowest overall price will not necessarily be awarded a contract.

2. Sustainable Materials. Consistent with Council Policy 100-14, the City encourages use of readily recyclable submittal materials that contain post-consumer recycled content.

3. Evaluation Process.

3.1 Process for Award. A City-designated evaluation committee (Evaluation Committee) will evaluate and score all responsive proposals. The Evaluation Committee may require proposer to provide additional written or oral information to clarify responses. Upon completion of the evaluation process, the Evaluation Committee will recommend to the Purchasing Agent that award be made to the proposer with the highest scoring proposal.

3.2 Reserved.

3.3 Mandatory Interview/Oral Presentation. The City will require proposers to interview and/or make an oral presentation, virtual or in-person, if one or more proposals score within ten (10) points or less of the proposal with the highest score. Only the proposer with the highest scoring proposal and those proposers scoring within ten (10) points or less of the highest scoring proposal will be asked to interview and/or make an oral presentation. Interviews and/or oral presentations will be made to the Evaluation Committee in order to clarify the proposals and to answer any questions. The interviews and/or oral presentations will be scored as part of the selection process. The City will complete all reference checks prior to any oral interview. Additionally, the Evaluation Committee may require proposer's key personnel to interview. Multiple interviews may be required. Proposers are required to complete their oral presentation and/or interviews within seven (7) workdays after the City's request. Proposers should be prepared to discuss and substantiate any of the areas of the proposal submitted, as well as proposer's qualifications to furnish the subject goods and services. Proposer is responsible for any costs incurred for the oral presentation and interview of the key personnel. Pre-recorded videotaped presentations will **not** be accepted.

3.4 Discussions/Negotiations. The City has the right to accept the proposal that serves the best interest of the City, as submitted, without discussion or negotiation. Contractors should, therefore, not rely on having a chance to discuss, negotiate, and adjust their proposals. The City may negotiate the terms of a contract with the winning proposer based on the RFP and the proposer’s proposal, or award the contract without further negotiation.

3.5 Inspection. The City reserves the right to inspect the proposer’s equipment and facilities to determine if the proposer is capable of fulfilling this Contract. Inspection will include, but not limited to, survey of proposer’s physical assets and financial capability. Proposer, by signing the proposal agrees to the City’s right of access to physical assets and financial records for the sole purpose of determining proposer’s capability to perform the Contract. Should the City conduct this inspection, the City reserves the right to disqualify a proposer who does not, in the City’s judgment, exhibit the sufficient physical and financial resources to perform this Contract.

3.6 Evaluation Criteria. The following elements represent the evaluation criteria that will be considered during the evaluation process:

	MAXIMUM EVALUATION POINTS
A. Responsiveness to the RFP.	<hr/> 15
<ol style="list-style-type: none"> 1. Requested information included and thoroughness of the response. 2. Understanding of the project and ability to deliver as exhibited in the Executive Summary. 3. Technical Aspects i.e. required licenses and certificates for the proposed inspection and cleaning of the diffusers. 4. Thoroughness and clarity of the proposal. 	
B. Staffing Plan.	15
<ol style="list-style-type: none"> 1. Qualifications of personnel per the requirement. 2. Availability/Geographical location of personnel for required tasks 3. Clearly defined Roles/Responsibilities of personnel – Organization Chart. 4. Ability to respond to emergencies, breakdowns, and work requests on short Notice. 5. Ability and plan to provide reliable and consistent staff and staffing levels to complete the work. 6. Knowledge and understanding of the scope of work and the capability to effectively meet the City’s needs. 7. Detailed methods to accomplish the work, including technical, and management considerations. 	
C. Firm's Capability to provide the services and expertise and Past Performance.	50
<ol style="list-style-type: none"> 1. Satisfactory past performance where work of similar size and scope was performed as verified through professional references and self-reporting in this RFP. 2. Relevant experience of the Firm and subcontractors. 3. Entity organization chart and resumes of all management and supervisors including an Account Manager. 	

MAXIMUM
EVALUATION
POINTS

4. The number of Contractor’s direct employees and the number of subcontractors, franchisees, or other third parties utilized to conduct the work tasks as specified in this RFP.
5. Location in the general geographical area of the project and knowledge of the locality of the Project.
6. Adequate equipment, machinery, and space to meet the scope of work.
7. Demonstration of the work methods for the inspection and cleaning process. Tasks and approaches are clearly described.
8. Capacity/Capability to meet The City of San Diego's needs on time.
9. Reference checks.

D. Price. **10**

E. Mandatory Interview/Oral Presentation (virtual or in person) **10**

1. Equipment, materials, and manpower compatibility
2. Presentation from past installations.
3. Thoroughness and Clarity of Presentation.

SUB-TOTAL MAXIMUM EVALUATION POINTS: **100**

F. Participation by Small Local Business Enterprise (SLBE) or Emerging Local Business Enterprise (ELBE) Firms*		12
FINAL MAXIMUM EVALUATION POINTS INCLUDING SLBE/ELBE:		112

D. ANNOUNCEMENT OF AWARD

1. Award of Contract. The City will inform all proposers of its intent to award a Contract in writing.

2. Obtaining Proposal Results. No solicitation results can be obtained until the City announces the proposal or proposals best meeting the City’s requirements. Proposal results may be obtained by: (1) e-mailing a request to the City Contact identified on the eBidding System or (2) visiting the P&C eBidding System to review the proposal results. To ensure an accurate response, requests should reference the Solicitation Number. Proposal results will not be released over the phone.

3. Multiple Awards. City may award more than one contract by awarding separate items or groups of items to various proposers. Awards will be made for items, or combinations of items, which result in the lowest aggregate price and/or best meet the City’s requirements. The additional administrative costs associated with awarding more than one Contract will be considered in the determination.

E. PROTESTS. The City’s protest procedures are codified in Chapter 2, Article 2, Division 30 of the San Diego Municipal Code (SDMC). These procedures provide unsuccessful proposers

with the opportunity to challenge the City's determination on legal and factual grounds. The City will not consider or otherwise act upon an untimely protest.

F. SUBMITTALS REQUIRED UPON NOTICE TO PROCEED. The successful proposer is required to submit the following documents to P&C **within ten (10) business days** from the date on the Notice to Proceed letter:

1. Insurance Documents. Evidence of all required insurance, including all required endorsements, as specified in Article VII of the General Contract Terms and Provisions.

2. Taxpayer Identification Number. Internal Revenue Service (IRS) regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide goods or services to the City. This information is necessary to complete Form 1099 at the end of each tax year. To comply with IRS regulations, the City requires each Contractor to provide a Form W-9 prior to the award of a Contract.

3. Business Tax Certificate. Unless the City Treasurer determines a business is exempt, all businesses that contract with the City must have a current business tax certificate.

4. Bond. A bond as described in Exhibit B.

5. Reserved.

6. COVID Certification Form.

The City may find the proposer to be non-responsive and award the Contract to the next highest scoring responsible and responsive proposer if the apparent successful proposer fails to timely provide the required information or documents.

EXHIBIT B SCOPE OF WORK

A. BACKGROUND

The City of San Diego (City) Public Utilities Department owns and operates the South Bay Ocean Outfall (SBOO) and is seeking a contractor to provide cleaning, inspection, and related services on 18 diffuser heads. The South Bay Ocean Outfall discharges an average of 174 million gallons per day (as designed) of commingled effluent from the International Wastewater Treatment Plant (IWTP) and the South Bay Water Reclamation Plant (SBWRP) into the ocean. The South Bay Land Outfall (SBLO) was installed between 1991 and 1994. The offshore portion of the SBOO was established between 1995 and 1999. The IWTP began discharging effluent to the SBOO on January 13, 1999. The SBWRP started up and began discharging effluent on May 06, 2002. Contractor shall clean eighteen (18) diffuser heads for the first time since the outfall was placed in service. For general site location, refer to **Appendix B (As Built of South Bay Ocean Outfall)**.

The SBLO is a 12-foot inside diameter, 2.3 miles-long reinforced concrete pressure pipe (RCPP). The SBLO connects to the SBOO via an anti-intrusion structure, drop shaft, tunnel, and riser. The SBOO seabed pipe starts at a depth of -78 feet (MLLW) and ends at approximately -95 feet (MLLW). The end of the SBOO seabed pipe splits into a Y-shaped diffuser (north and south legs) to ensure wide dispersal and mixing of effluent into the ocean. Each diffuser leg is 1,981 feet long and starts at 84 inches inside diameter, then reduces to 72 inches inside diameter, and finally 54 inches inside diameter. Each diffuser leg has 82 individual diffuser assemblies, and the wye structure has one diffuser assembly. The diffuser assemblies include a 4-foot riser (10-inch SDR HDPE pipe) with a 1-foot 7 1/2-inch octagonal diffuser head (HDPE) with four ports ranging in size between 2-3/8 and 2-5/8 inches in diameter. For diffuser assembly details, refer to **Appendix B (As Built of South Bay Ocean Outfall)**.

For identification purposes, the diffuser assemblies are numbered N1 – N82 and S1 – S82 starting from the wye structure. Currently, all 82 diffuser assemblies are on the north diffuser leg (N1 – N82), and 65 of 82 on the south diffuser leg (S1 – S25, S27 – S51, S53 – S67) are blind flanged or temporarily capped/plugged. A total of seventeen (17) diffuser assemblies on the south diffuser leg (S26, S52, S68 – S82) and one (1) diffuser assembly on the wye structure (total 18) are currently open to effluent flow. There is no numbering on the body of the diffusers. The current diffuser riser configuration is presented in Table 1.

Since the Diffuser Legs are buried, effluent from the outfall enters the ocean through diffuser riser assemblies bolted to the top of the Diffuser Leg conduits and the Wye structure. The effluent rises vertically through the high-density polyethylene Diffuser Risers and transitions to horizontal discharge from a 1 ft 7.5-inch Diffuser Head with four ports. Each diffuser assembly is protected by a 48-inch outside diameter by a 3/4-inch thick steel plate stone shield which protects it from the adjacent rock and vessel anchors. Attached to the steel plate stone shield are four (4) 20 lbs. cast aluminum anodes. Refer to **Appendix B (As Built of South Bay Ocean Outfall)**.

Diffuser assembly S26 has 2-3/8-inch ports and is at Station 6+12. Diffuser assembly S52 has 2-1/2-inch ports and is at Station 12+36. Diffuser assemblies S68 through S82 have 2-5/8-inch ports and are at Station 16+20 through Station 19+52 with approximately 24 feet center to center distance between each diffuser (20 feet between diffuser assembly S81 and

S82). The one (1) diffuser assembly on the wye structure has 2-3/8-inch ports. Refer to **Appendix B (As Built of South Bay Ocean Outfall)** for wye structure diffuser assembly details.

Table 1: Current Diffuser Riser Configuration

A	Open (Flow)	Capped (Temporarily Closed- No Flow)	Blind Flanged (No Flow)
North Diffuser Leg			N1 - N82
South Diffuser Leg	S26, S52, S68 - S82	S51, S53 - S67	S1 - S25, S27 - S50
Wye Structure	W		
Number	18 Diffuser Risers (72 ports)	16 Diffuser Risers (64 ports)	131 Diffuser Risers (no ports)
Percentage	10.91 %	9.70 %	79.39 %

As a part of the maintenance and inspection requirements in the lease agreement with the California State Lands Commission, the South Bay Ocean Outfall is externally inspected annually using a remotely operated vehicle (ROV) to document its condition. The City of San Diego (City) performed ROV inspections on the outfall in 2002, 2003, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, and 2021 to externally assess the visible and non-buried portions of the wye structure, south and north diffuser legs, and termination structures, seabed pipe, and six maintenance access hatches and the riser assembly shield. The inspection provided the opportunity to monitor rock ballast conditions and levels as well as issues of effluent leaks or plugged diffuser assembly ports. From the most recent annual ROV inspection video, it was concluded that there were no visible issues with rock ballast or leaks. Some of the diffuser assembly ports appear to have excessive growth that could lead to plugging due to encrusting by colonial organisms. Cleaning the diffuser assembly ports will require diver(s) to remove the growth on the ports.

A portion of the most recent ROV inspection video shall be distributed during the Mandatory Virtual Pre-Proposal Conference.

B. MANDATORY VIRTUAL PRE-PROPOSAL CONFERENCE AND OPTIONAL SITE VISIT

Proposers must attend a virtual pre-proposal conference to be considered responsive. The pre-proposal conference will be held via **Microsoft Teams** on **March 7, 2023** from **9:00 a.m. – 10:00 a.m. Pacific Time (PT)**. Any proposer arriving after the start time will be unable to participate in this bidding opportunity. Proposers must remain in attendance for the duration of the conference and must have reliable internet connection, working camera, and microphone. Proposers should download the Teams App and test the link prior to the pre-proposal conference. **City shall not be liable for a bidder’s failure to access Microsoft Teams.** To join the pre-proposal conference, click the following link: [Click here to join the meeting](#).

An optional site visit will be held on **March 7, 2023 from 1:00 p.m – 2:00 p.m (PT)** at the following location:

South Bay Water Reclamation Plant
2411 Dairy Mart Road
San Diego, Ca., 92154

The City recommends all personnel attending the optional site visit to wear a face mask at all times during the site visit. Face coverings include masks (purchased or homemade), bandanas, scarves, and neck gaiters, and must cover both the nose and mouth.

During the site visit, contractors will have the opportunity to view, measure, and take photographs of a spare diffuser. Contractors are responsible for inspecting the diffuser and asking questions regarding the scope of the work. Failure to do so will not relieve the Contractor of their responsibility to perform in accordance with these specifications. No additional compensation or relief from any obligations of the contract will be granted because of any lack of knowledge of the job.

By submitting a bid, the Contractor acknowledges that they are relying on their own examination of the work site and have the capability to fulfill the contract requirements, and are knowledgeable of all other data and matters requisite to the fulfillment of the contract.

Information provided by the City during the virtual pre-proposal conference and site visit is not intended to be a substitute for, or a supplement to, the independent verification by the Contractor to the extent such independent investigation of site conditions is deemed necessary or desirable by the Contractor.

C. SCOPE OF WORK (SOW)

The following scope is based on the findings of 2021 South Bay Ocean Outfall inspection. Cleaning shall be conducted outside the outfall pipe and only on the diffuser heads. The work shall be performed with the normal flow to the ocean outfall of secondary treated wastewater effluent from SBWRP/ IWTP. The cleaning and inspection shall be completed within **forty-five (45) Working Days** after issuing the Notice to Proceed (NTP). Working Days are exclusive of weekends and the holidays shown in Section L (City-Observed Holidays). The Contractor shall perform the work Monday through Friday, between the hours of 7:00 a.m. – 5:00 p.m. and may mobilize/demobilize onsite each day. The operation window shall provide a safe diving time based on consultation with City staff. The divers shall enter the ocean at the outfall as soon as it is safe.

Contractor shall perform work as defined below:

1. Contractor shall remove the accumulated debris and encrusted colonial organisms at seventeen (17) diffuser assemblies (S26, S52, S68-S82) on the south diffuser leg and one (1) diffuser assembly at the wye structure. There is no numbering system on the diffusers. The Contractor shall avoid contacting and/or damaging the HDPE diffuser head during the removal process. The contractor shall be responsible for any damages to the diffuser or adjacent structures during the cleaning process. If the Contractor damages more than two diffusers, work shall stop until an alternative removal method that does not damage the diffuser head is determined. Any damaged diffuser

shall be replaced with a City supplied spare that the Contractor shall resupply to the City at the conclusion of the project (see the note below for spare diffuser information). The Contractor shall perform the repair job and resupply of the new diffuser at no additional cost to the City.

2. Only the diffuser heads shall be cleaned. The contractor shall not remove any parts from the diffuser, wye structure, or pipe assemblies. To see field images of a spare diffuser, please refer to **Appendix A (Field images of a spare diffuser)**.
3. Contractor shall provide all facilities, labor, power, and appurtenances necessary to allow proper cleaning and inspection of the project.
4. Contractor shall remove the accumulated debris and encrusted colonial organisms at the diffuser assemblies' steel plate stone shield sufficient to determine whether the aluminum anodes are intact and are not damaged. Any damage shall be noted and photographed for a future replacement project.
5. Diffuser surfaces shall be free of all fouling and debris to allow a thorough visual examination and accurate condition assessment of the structure. The diffuser riser and head are made of HDPE, and scraping shall be the preferred removal method to ensure no damage to them.
6. To document the site deficiencies for which the Contractor is not responsible, the Contractor shall perform a high-resolution video recording and inspection of the existing conditions of the entire work area in advance of the cleaning job. The Contractor shall communicate with the City if the work areas have damages that need attention. The damages may include but are not limited to cracks, damaged diffuser assemblies, loose parts, aluminum anodes, etc. The Contractor shall submit the video recordings and findings to the City prior to the start of the project. The payment for video recording services shall be included in Section M (Price Schedule) under the line item titled "Video Recordings (before and after)".
7. After all the cleanings are completed, a high-resolution video inspection shall be performed to demonstrate the satisfactory removal of the debris and encrusted colonial organisms from the eighteen (18) diffuser assemblies, any repair/replacement of damaged diffuser assemblies, and any replacement of aluminum anodes. The video should show no obstructions to the flow from all four ports of each diffuser assembly. The video should be duly annotated, indicating the location and description of what it is showing as well as the date and time. The system used to move the camera and other materials shall not obstruct the camera's view. The payment for video recording services shall be included in Section M (Price Schedule) under the line item titled "Video Recordings (before and after)".
8. No separate or additional payment shall be made for removing debris, encrusted colonial organisms, and obstructions encountered during post-cleaning video inspection nor for any re-televising necessary due to the digital recording being unacceptable to the City.
9. Fueling, lubricating, maintaining, operating, and storing vehicles and equipment shall not result in a discharge or a threatened discharge to the ocean's water. At no time shall the Contractor use any vehicle or equipment which leaks any substance

that may impact water quality. Staging and storage areas for vehicles and equipment shall be located outside the ocean's water.

10. Replacement day(s) may be granted to the Contractor at no additional cost to the City if the weather does not permit the Contractor to perform the job within the contractual time. The ratio for the replacement shall be 1:1. Contractor shall provide proof that the weather and/or ocean is not suitable for safe diving.
11. All maintenance/cleaning activities shall follow best management practices to minimize the impact on water quality and beneficial uses.
12. In any emergency affecting the safety of persons or property, the Contractor shall act to prevent threatened damage, injury, or loss.
13. The Contractor shall inspect the diffuser system and provide recommendations if there is a need to replace any components. After the work is completed, a report with findings and recommendations shall be submitted to the City.
14. Contractor shall provide in writing the proposed cleaning method, schedule of entire work, and job safety analysis to the City.
15. No additional days shall be provided for the unavailability of the vessels, equipment, and/or divers.

All work on this project is on the exterior of the outfall. As this project does not involve entry into the outfall structure, no mitigation of groundwater intrusion will need to be addressed. If there were groundwater intrusion in the outfall structure, it would mix with the plant's effluent flow to the ocean.

There are fifteen (15) spare diffuser assemblies (complete with riser, head, PVC cap, and Monel bolts, nuts, and washers) provided in the original construction contract for the ocean outfall. Spare heads shall consist of five (5) pieces with 2-3/8-inch diameter ports, five (5) pieces with 2-1/2-inch diameter ports, and five (5) pieces with 2-5/8-inch diameter ports. Information regarding the diffuser head and the inventory of spare parts is shown below:

Spare Parts (Bolts to be torqued to achieve 2,500 to 3,500 lbs. Tension/bolt)

1. Risers (15 total)

- 10-inch Ø SDR 25.3 HDPE (ID = 9.90"; OD = 10.75")
- 3' - 1-1/2" flange face to flange face
- Bottom flange - 20" OD x 2" HDPE with eight (8) - 1-1/8" Ø holes
- Top flange - 2" thick HDPE octagonal with eight (8) - 11/16" Ø holes

2. Head (15 total)

- HDPE - with one (1) - 4" Ø PVC cap and four (4) - 3/4" Ø alignment pins
- Five (5) - with 2-3/8" Ø holes/ports
- Five (5) - with 2-1/2" Ø holes/ports
- Five (5) - with 2-5/8" Ø holes/ports

3. Bolts, Nuts & Washers (8 total sets per head)

- Bolts – Monel 400; eight (8) – 5/8” Ø; 12” long (total = 8 x 15 = 120)
- Nuts – Monel; 2 nuts/bolt; 1 – Std Hex Nut & 1 – Locking Jam-nut (total = 120 x 2 = 240)
- Washers – Monel 400: 2 washers/bolt; 2-1/2” OD x 11/16” ID x 5/16” thick (total = 120 x 2 = 240)

Table 2: Installed and spare diffusers information

Location (Stationing/Leg)	Leg Diameter (inch)	Port DIA “D” (inch)	Diffuser Number (S or N)	Quantity for Both Legs and Wye	Installed	Spares
0+12 to 6+12	84	2-3/8	1-26	26x2 = 52	52	5
On Wye Structure	120	2-3/8	-	1x1 = 1	1	
6+36 to 12+36	72	2-1/2	27 - 52	26x2 = 52	52	5
12+60 to 19+32	54	2-5/8	53 - 81	29x2 = 58	58	5
19+52	54	2-5/8	82	1x2 = 2	2	
Total:					165	15
					180	

D. CONTRACT PROJECT KICK-OFF MEETING

The Contract Administrator, or designee, will conduct a Contract project kick-off meeting with the Contractor to discuss the Contractor-provided Project Schedule and Project Submittals and determine the date and time work will begin. Contractor shall present the timelines for submittal of Job Safety Analysis (JSA) delivery and installation at this meeting.

E. PROJECT SUBMITTALS ON/BEFORE PROJECT KICK-OFF MEETING

The Contractor shall provide submittals for all phases of work to be completed at the kick-off meeting in accordance with the Scope of Work. Submittals shall include but are not limited to (1) Proposed method, (2) Schedule of Work, and (3) Job Safety Analysis.

F. DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER. Per Section II.A.9:

	Registration No.	Expiration Date	Name
DIR Registration No.	1000885455	6/30/2024	J.F. Brennan Company, Inc.

G. LICENSES. To perform the work described in this solicitation, proposers must hold a current **General Contractor's Class A license** is required.

	License Number	Expiration Date	Name
State of California Contractor's License	Class: A No.: 1090233	04/30/2024	J.F. Brennan Company, Inc.

Any proposer holding a different license who feels qualified to bid on this work must notify the City Contact in writing at least seven (7) days prior to the bid closing. After a thorough review of the proposed license substitution, the City will inform the proposer, in writing, of its decision prior to the bid closing. The City's decision is final.

H. CERTIFICATIONS. To perform the work described in this solicitation, proposers must be certified by the **Association of Diving Contractors (ADC)**.

I. PERFORMANCE BOND

Contractor shall be required to furnish the City of San Diego with a surety bond executed by a surety company authorized to do business in the State of California, and approved by the City of San Diego, in a sum equal to one-hundred percent (100%) of the Contract amount, conditional for the performance of the Contract. The performance bond shall be submitted to Purchasing & Contracting within ten (10) days of request. Failure to provide the bond within the time frame specified by the City shall be cause for the bid to be rejected as non-responsive. The bond shall be maintained by the Contractor in full force and effect during the entire period of performance under Contract. Failure to do so shall be cause for termination of the Contract. Refer to Article VIII of the City's Contracting Term's and Provisions for additional information.

J. LIQUIDATED DAMAGES

Contractor failure to complete the SOW within the time allowed shall result in damages being sustained by the City. Such damages are, and shall continue to be, impracticable and extremely difficult to determine. For each consecutive Working Day in excess of the time specified in Section C for the completion of the work, as adjusted in accordance with Section C.10 (Replacement Days), Contractor shall pay to the City the sum described in the table below. Execution of the Contract shall constitute agreement between Contractor and the City that the liquidated damage amount described in the table below is the value of the damage caused by Contractor's failure to complete the work within the allotted time. Such sum shall not be construed as a penalty and may be deducted from Contractor's payments if such delay occurs.

Contract Value	Liquidated Damage Daily Amount
Less than \$100,000	\$250
\$100,000 and more	\$1000

K. TECHNICAL REPRESENTATIVE. The Technical Representative for this Contract is identified in the notice of award and is responsible for overseeing and monitoring this Contract.

L. CITY-OBSERVED HOLIDAYS

The Days shown below are recognized as City-observed holidays. Contractor shall not perform any work on these holidays unless the Technical Representative determines that a special circumstance exists requiring such services. In the event a special circumstance arises, written authorization from the Technical Representative is required prior to work being performed.

New Year's Day	Independence Day
Dr. Martin Luther King, Jr. Day	Labor Day
President's Day	Veteran's Day
Cesar Chavez Day	Thanksgiving Day
Memorial Day	Christmas Day

M. PRICE SCHEDULE

Contractor shall complete the pricing page in its entirety to be considered responsive. Pricing shall include all associated fees required to complete the scope of work described herein. Pricing shall be provided with consideration and in accordance with the Prevailing Wage requirements. Only the City's Price Schedule will be accepted. Any deviations from the Price Schedule may be considered nonresponsive and unacceptable.

Unit prices shall be based on the Unit of Measure (U/M) as specified on the Pricing Schedules below. Any changes to the U/M made by the Contractor may cause the bid to be rejected as nonresponsive. Any discount offered other than for prompt payment should be included in the net price quoted instead of shown as a separate item. Applicable taxes should not be included in pricing.

1. Pricing for "**Cleaning and Inspection**" shall include all labor, equipment, tools, materials, traffic controls (if any), mobilizations, assessments, generation of reports to the City, and all other costs associated with such work as specified herein.
2. Pricing for video recording services described in this contract shall be included in the bid item for "**Video Recordings (before and after)**".
3. Pricing for "**Mobilization**" shall consist of work necessary for the movement of personnel, equipment, supplies, and incidentals to and from the Site; for the establishment of all temporary offices, staging, and other facilities necessary for the work; and for all other work and operations which shall be performed prior to beginning the work and after completion of the work on the various Contract items on the Site.

PRICING PAGE

Schedule A. Ocean Outfall Cleaning and Inspection at South Bay Ocean Outfall

Item No.	Quantity	U/M	Description	Line Item Cost
1	1	Lump Sum	Cleaning & Inspection	\$ 110,119.00
2	1	Lump Sum	Video Recordings (before and after)	\$ 75,263.00
3	1	Lump Sum	Mobilization	\$ 84,698.00
Total Cost - Schedule A:				\$ 270,080.00

Schedule B. Performance Bond

Item No.	Quantity	U/M	Description	Line Item Cost
1	1	Lump Sum	Performance Bond	\$ 2,701.00
Total Cost - Schedule B:				\$ 2,701.00
Total Cost for Schedules A & B:				\$ 272,781.00

Appendix A

Field images of a spare diffuser



Appendix A.1

Side view of a spare diffuser.



Top view
of the
diffuser
head.

Appendix A.2

Top view of a spare diffuser.



Bottom view of the diffuser

Appendix A.3

Bottom view of a spare diffuser.

THE CITY OF SAN DIEGO
AND
INTERNATIONAL BOUNDARY AND WATER COMMISSION
UNITED STATES AND MEXICO
UNITED STATES SECTION

PLANS FOR THE CONSTRUCTION OF THE

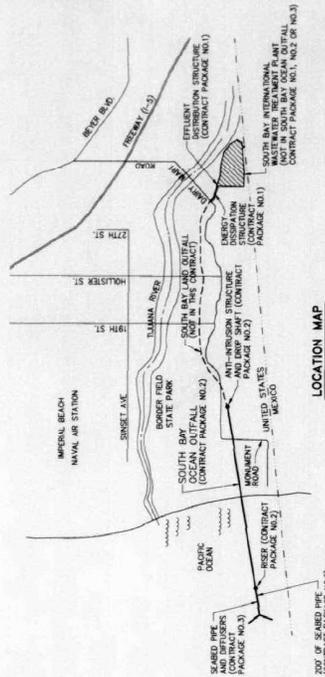
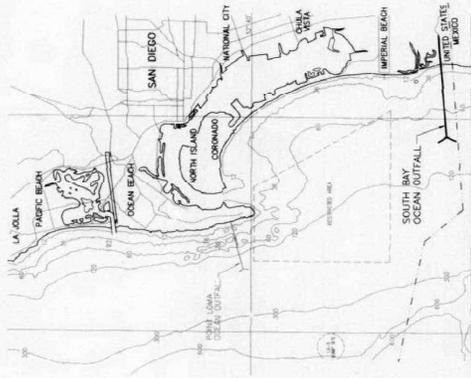
SOUTH BAY OCEAN OUTFALL

CONTRACT PACKAGE NO. 3
VOLUME 3 - DRAWINGS

CALIFORNIA STATE WATER RESOURCES CONTROL BOARD
UNITED STATES ARMY CORPS OF ENGINEERS
ENVIRONMENTAL PROTECTION AGENCY

FOR THE INTERNATIONAL BOUNDARY AND WATER COMMISSION
EXAMINED AND APPROVED *A. H. Hill* 2/1/71

BY *A. H. Hill* 2/1/71
UNITED STATES COMMISSIONER
JOHN H. BERNAL

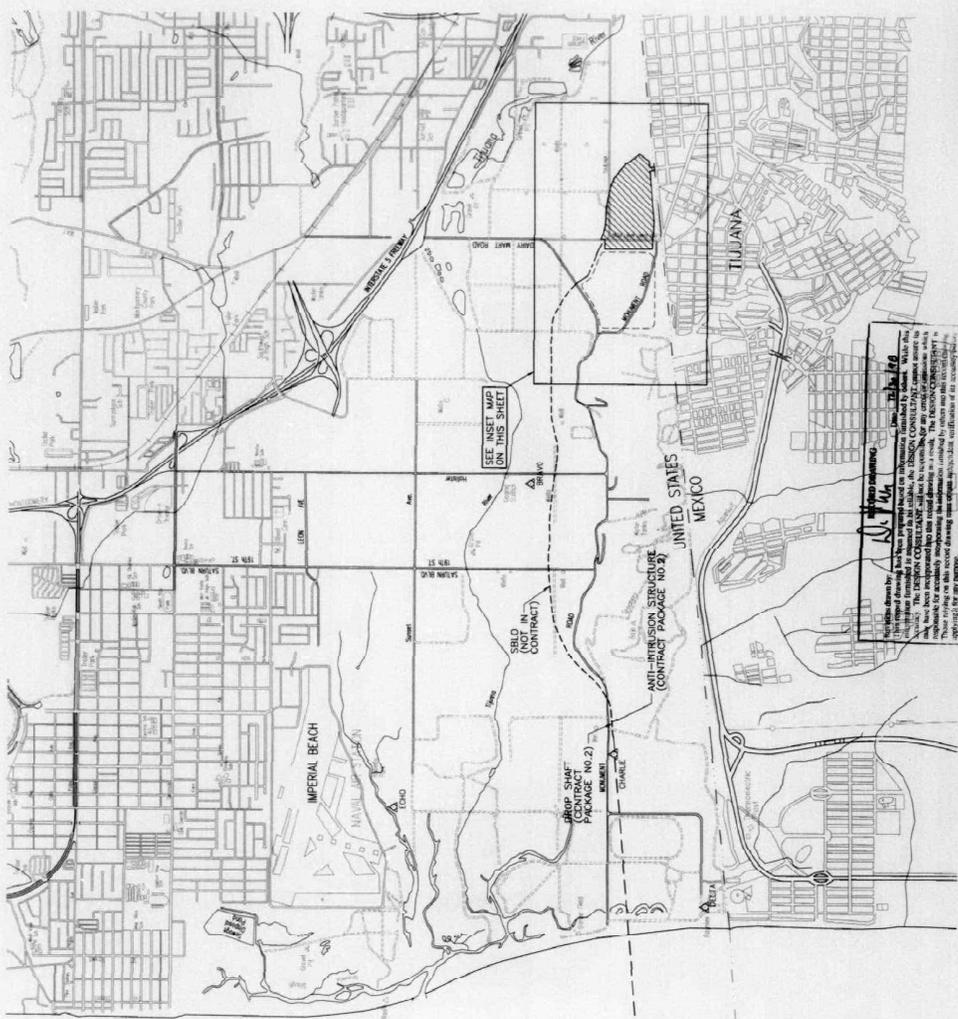


LOCATION MAP

VICINITY MAP

WARNING
This record drawing has been prepared and checked by the CONSULTANT. The CONSULTANT will not be responsible for any errors or omissions which may appear hereon. The CONSULTANT will not be responsible for any errors or omissions which may appear hereon. The CONSULTANT will not be responsible for any errors or omissions which may appear hereon. The CONSULTANT will not be responsible for any errors or omissions which may appear hereon.

	DRAWING NO. G-001	SHEET NO. 1 OF 11 SHEETS	TITLE SHEET
	SPECIFICATION NO. 40-910.1	DRAWING STATUS PREPARED BY: <i>J. H. Bernal</i> CHECKED BY: <i>J. H. Bernal</i> DATE: 2/1/71	CITY OF SAN DIEGO, CALIFORNIA
DRAWING DESCRIPTION SOUTH BAY OCEAN OUTFALL	DRAWING NO. G-001	SHEET NO. 1 OF 11 SHEETS	CITY OF SAN DIEGO, CALIFORNIA
SCALE HORIZONTAL: NO SCALE VERTICAL: NO SCALE	DRAWING NO. G-001	SHEET NO. 1 OF 11 SHEETS	CITY OF SAN DIEGO, CALIFORNIA
SCALE HORIZONTAL: NO SCALE VERTICAL: NO SCALE	DRAWING NO. G-001	SHEET NO. 1 OF 11 SHEETS	CITY OF SAN DIEGO, CALIFORNIA



AS BUILT

NO SCALE
 DRAWING NO. G-0.03
 SHEET NO. 27843-03-D

GENERAL SITE PLAN



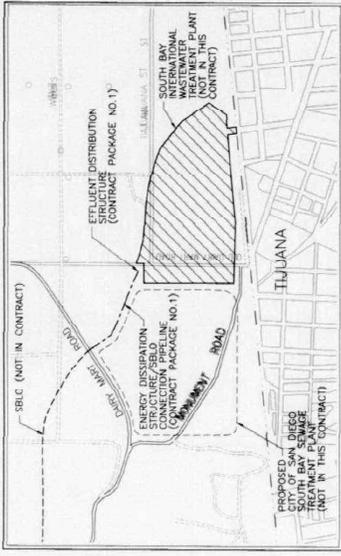
CITY OF SAN DIEGO, CA
 INTERNATIONAL BOUNDARY AND WATER COMMISSION
 CONTRACT PACKAGE NO. 3



INTERNATIONAL BOUNDARY AND WATER COMMISSION
 CONTRACT PACKAGE NO. 3
 SOUTH BAY OCEAN OUTFALL

DESIGNED BY: [Signature]
 DATE: 12/24/99

PLAN



INSET MAP

PACIFIC OCEAN

LEGEND

- SEALED PIPE AND DIFFUSERS
- EXISTING SBL
- SOUTH BAY OCEAN OUTFALL (TUNNEL) MONUMENT (APPROXIMATE LOCATION)
- △ SEE DRG 0-CONNECTION STRUCTURE AND SBL CONNECTION PIPELINE



DESCRIPTION	BY	APPROVED	DATE (MM/DD)	PROJECT NO.
AS BUILT	PES	[Signature]	5/95	725241
CONSTRUCTION	Checked	[Signature]	5/95	
INSPECTOR	Checked	[Signature]	5/95	

SYMBOLS

— — — — —	FENCE
— — — — —	ASPHALT EDGE
— — — — —	CONCRETE EDGE
— — — — —	DIRT ROAD
— — — — —	TRAIL
— — — — —	PRIVATE CONCRETE
— — — — —	TREE LINE
— — — — —	BRUSH LINE
— — — — —	NOET CONTOUR
— — — — —	NTERM CONTOUR
— — — — —	DEP INTERN CONTOUR
— — — — —	DASH DEP INDEX CONTOUR
— — — — —	HORIZ/VERT CONTROL
— — — — —	STREET LIGHT
— — — — —	SIGN (5')
— — — — —	LARGE SIGN POST
— — — — —	POWER POLE
— — — — —	MANHOLE
— — — — —	STAND PIPE
— — — — —	POST
— — — — —	SPOT LEVEL
— — — — —	GRIC INTERSECTION

SYMBOLS

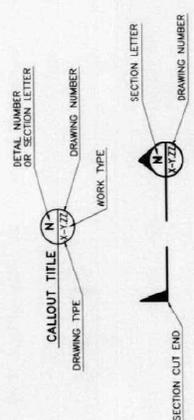
— — — — —	EASEMENT
— — — — —	PROPERTY LINE
— — — — —	SECTION LINE
— — — — —	INTERNATIONAL BOUNDARY
— — — — —	CENTERLINE
— — — — —	STATION NO.
— — — — —	CONCRETE (SECTION)
— — — — —	BEDDING
— — — — —	ARMOR STONE
— — — — —	BALLAST/FILTER STONE
— — — — —	CEMENT MORTAR LINING
— — — — —	GRADE
— — — — —	EMBANKMENT
— — — — —	REINFORCING STEEL
— — — — —	DIAMETER
— — — — —	STEEL (SECTION)
— — — — —	WATER LEVEL
— — — — —	GRATING
— — — — —	CHECKERED PLATE

DRAWING NUMBERING SYSTEM

X - YZZ
 WHERE:
 X - DRAWING TYPE
 Y - GENERAL
 C - CIVIL/CULTURAL
 OP - CATHODIC PROTECTION
 B - BORING LOGS
 Y - WORK TYPE
 0 - GENERAL
 1 - NOT USED
 2 - MARINE WORKS
 ZZ - DRAWING NUMBER

METRIC CONVERSION FACTORS

LENGTH:	(FT) x 0.3048	= METERS (M)
INCHES	(IN) x 0.0254	= METERS (M)
MILES	(MI) x 1.60934	= KILOMETERS (KM)
YARDS	(YD) x 0.9144	= METERS (M)
AREA:	(FT ² OR SQ FT) x 0.092903	= METERS ² (M ²)
	(IN ² OR SQ IN) x 0.00064516	= METERS ² (M ²)
VOLUME:	(FEET ³ OR CU FT) x 0.02831685	= METERS ³ (M ³)
	(GALLONS (U.S.) OR CL. YD) x 0.764555	= METERS ³ (M ³)
	(GALLONS (U.S.) OR CL. YD) x 0.000630902	= METERS ³ (M ³)
VELOCITY:	(FEET PER SECOND (FT/S OR FPS) x 0.3048	= METERS PER SECOND (M/S)
	(MILES PER HOUR (M/HR) x 0.44704	= METERS PER SECOND (M/S)
	(KILOMETERS PER HOUR (KM/HR) x 0.277778	= METERS PER SECOND (M/S)
	(KNOTS x 1.852	= METERS PER SECOND (M/S)
DISCHARGE:	(CUBIC FEET PER SECOND (CFS) x 0.02831685	= METERS ³ PER SECOND (M ³ /S)
	(MILLIONS OF GALLONS PER DAY (MGD) x 0.043834	= METERS ³ PER SECOND (M ³ /S)
	(GALLONS PER MINUTE (GAL/MIN OR GPM) x 0.0000630902	= METERS ³ PER SECOND (M ³ /S)
FORCE:	(POUNDS (LB) x 4.44822	= NEWTONS (N)
PRESSURE:	(POUNDS PER SQ IN (PSI) x 6.89476	= KILOGRAMS PER METER ² (KG/M ²)
	(POUNDS PER SQ FT (PSF) x 0.0478803	= NEWTONS PER METER ² (N/M ²)
	(KILOGRAMS PER METER ² (KG/M ²) x 0.1019716	= NEWTONS PER METER ² (N/M ²)
UNIT WEIGHT:	(POUNDS PER CUBIC FOOT (PCF) x 157.0875	= KILOGRAMS PER METER ³ (KG/M ³)
	(POUNDS PER CUBIC YARD (PCY) x 118.095	= KILOGRAMS PER METER ³ (KG/M ³)
MASS AND DENSITY:	(POUNDS PER CUBIC FOOT (PCF) x 16.0185	= KILOGRAMS PER METER ³ (KG/M ³)
	(SLUGS PER CUBIC FOOT (SFCF) x 515.379	= KILOGRAMS PER METER ³ (KG/M ³)
ACCELERATION:	(FEET PER SECOND ² (FT/S ²) x 0.3048	= METERS PER SECOND ² (M/S ²)



REFERENCE SYMBOLS

- NOTES:
 1. IF "N" IS USED INSTEAD OF "X-YZZ", THE SECTION OR DETAIL IS LOCATED ON THE SAME SHEET.
 2. MULTIPLE DRAWING REFERENCES ARE DEVOTED AS FOLLOWS:
 (N-722) - DETAIL NUMBER OR SECTION LETTER

FORWARD DRAWING
 This drawing has been prepared based on the information furnished by others. While the contractor is responsible for the accuracy of the information, the engineer does not warrant the accuracy of the information. The engineer is not responsible for any errors or omissions in this drawing. The engineer is not responsible for any errors or omissions in this drawing. The engineer is not responsible for any errors or omissions in this drawing.

AS BUILT

DATE: NONE
 DRAWING NO: G-0.04
 27843-04-0



CITY OF SAN DIEGO, CA
 INTERNATIONAL BOUNDARY AND WATER COMMISSION
 CONTRACT PACKAGE NO. 3
 SOUTH BAY OCEAN OUTFALL

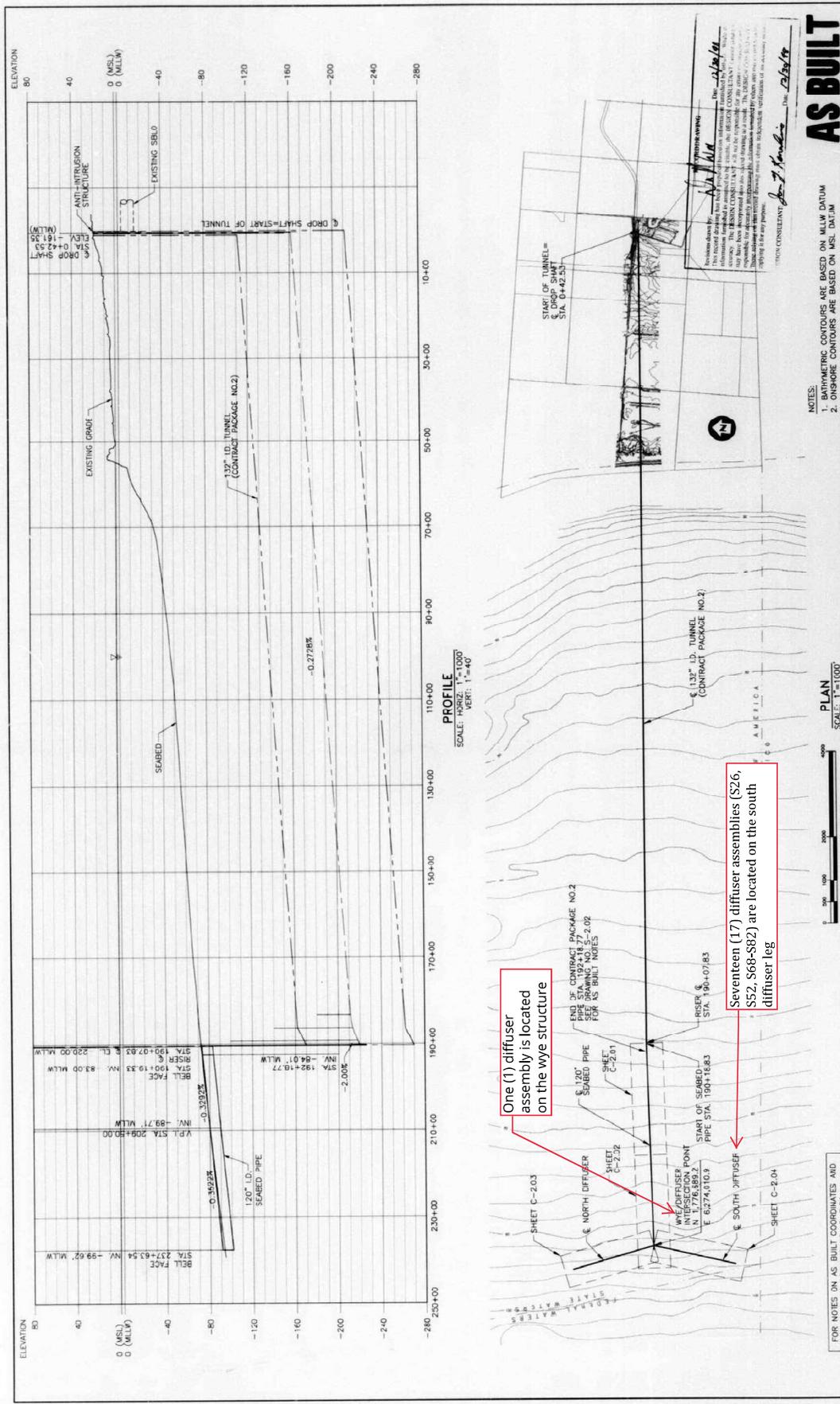


PARSONS ENGINEERING SCIENCE, INC.
 OFFICES IN PENNSYLVANIA, ILLINOIS, CALIFORNIA, TEXAS, AND FLORIDA
 SAN ANTONIO, TEXAS
 10000 N. LOOP WEST, SUITE 400
 DALLAS, TEXAS 75243-1171
 TEL: (214) 391-6000
 FAX: (214) 391-6001
 WWW.PARSONS.COM



DESCRIPTION	DATE	APPROVED	DATE	DESIGNED BY	DATE	CHECKED BY	DATE
AS BUILT	7/25/11	JJK	5/9/11	CTM	5/9/11	DRW	5/9/11

CONTRACTOR: JAMES J. KRAMLINGER
 DATE STARTED: JAN 11, 1999
 DATE COMPLETED: 2011, 10, 10
 SUPERVISOR: J. KRAMLINGER
 REGISTRATION NO. 42746



AS BUILT

NOTES:
 1. BATHYMETRIC CONTOURS ARE BASED ON MLW DATUM
 2. SHORE CONTOURS ARE BASED ON NSL DATUM

FOR NOTES BY AS BUILT COORDINATES AND STATIONING SEE DRAWING NO. C-2.01		DATE: 5/25/21	
BY: JPK	APPROVED: JPK	PROJECT NO: 725241	DATE: 5/25/21
DESIGNER: JPK	CHECKED BY: JPK	DATE: 5/25/21	DATE: 5/25/21
CONTRACTOR: JPK	DATE STARTED: 08/17/1998	ENGINEER: JPK	DATE: 08/17/1998
INSPECTOR: JPK	DATE COMPLETED: 08/18/1998	REGISTRATION NO: 12462	DATE: 08/18/1998

PARSONS ENGINEERING SCIENCE, INC.
 OFFICES IN: MINNEAPOLIS, MINN.; CHICAGO, ILL.; SAN FRANCISCO, CALIF.; LOS ANGELES, CALIF.; HOUSTON, TEX.; NEW YORK, N.Y.; WASHINGTON, D.C.; SEATTLE, WASH.; DENVER, COLO.; PHOENIX, ARIZ.; SAN ANTONIO, TEX.; DALLAS, TEX.; MEMPHIS, TENN.; MIAMI, FLA.; CHARLOTTE, N.C.; ATLANTA, GA.; JACKSONVILLE, FLA.; TAMPA, FLA.; MIAMI BEACH, FLA.; MIAMI GARDENS, FLA.; MIAMI SPRING, FLA.; MIAMI WOODS, FLA.; MIAMI BEACH, FLA.; MIAMI GARDENS, FLA.; MIAMI SPRING, FLA.; MIAMI WOODS, FLA.

OUTFALL PLAN AND PROFILE
 STA. 192+18.77
 TO STA. 237+60.53

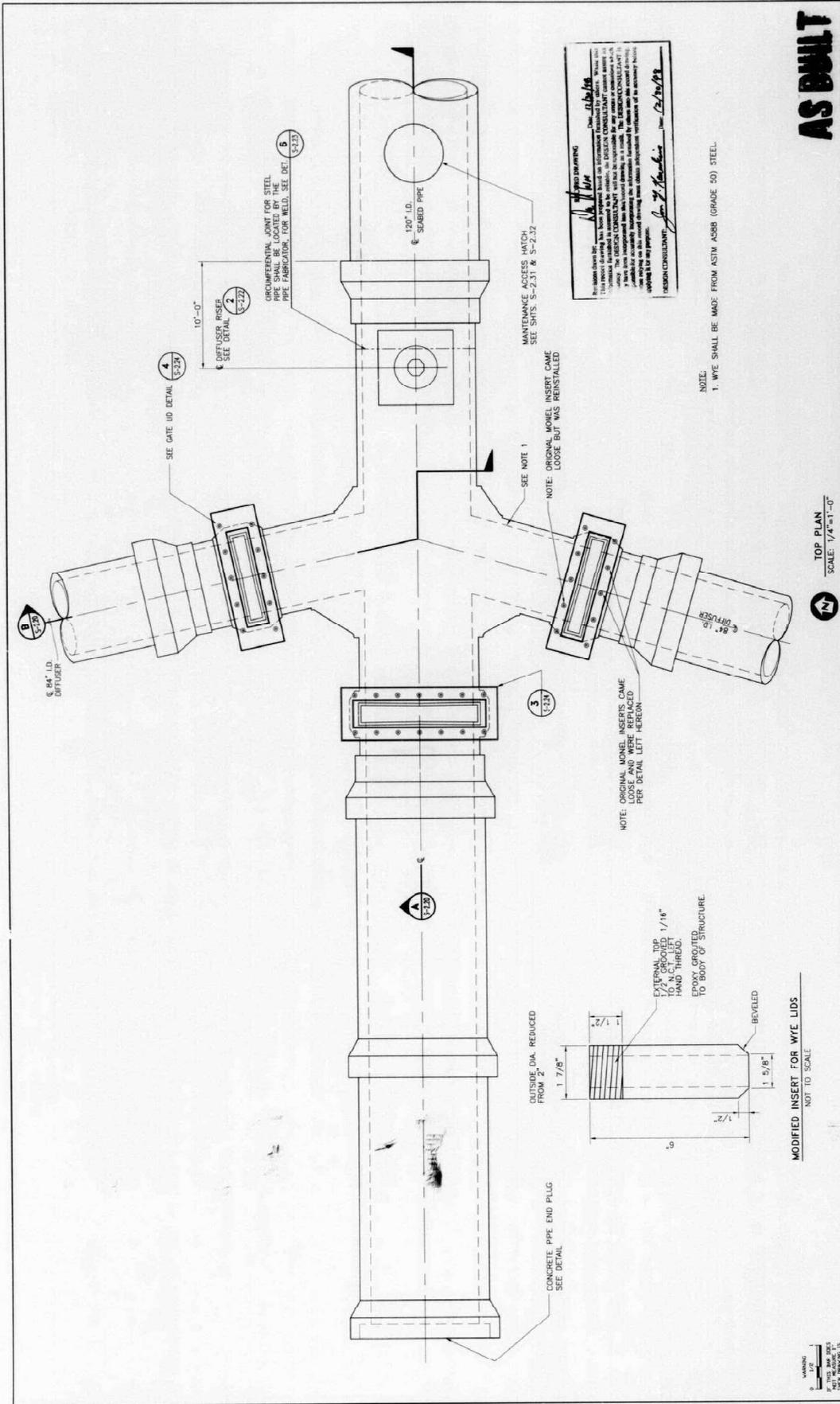
CITY OF SAN DIEGO, CA
 INTERNATIONAL BOUNDARY
 CONTRACT PACKAGE NO. 3
SOUTH BAY OCEAN OUTFALL

SCALE: HORIZ. 1"=1000'
 VERT. 1"=40'

SCALE: GRAPHIC SCALE
 PLAN SCALE: 1"=1000'

One (1) diffuser assembly is located on the weye structure

Seventeen (17) diffuser assemblies (S26, S52, S68-S82) are located on the south diffuser leg



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NOTE:
1. WYE SHALL BE MADE FROM ASTM A368 (GRADE 50) STEEL.

AS BUILT

TOP PLAN
SCALE: 1/4"=1'-0"

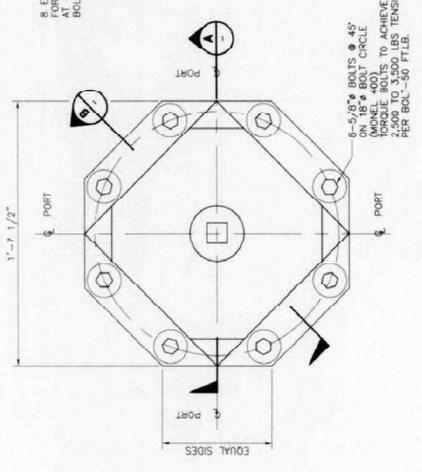
DESCRIPTION	BY	APPROVED	DATE	PLUMB	PROJECT NO.	7/25/11	DATE	5/20/11
AS BUILT	PTJ	JTF	10/11/11	MD/CDC	MD/CDC	MD/CDC	5/29/11	5/29/11
CONTRACTOR: Inland General Const.	DATE STARTED:	08/17/10	ENGINEER	DATE COMPLETED:	08/15/10	REGISTERED NO.	11111	11111
INSPECTOR: E. S. S. S.	DATE COMPLETED:	08/15/10	REGISTERED NO.	11111	11111	11111	11111	11111

AS SHOWN
S-219
27643-24-D

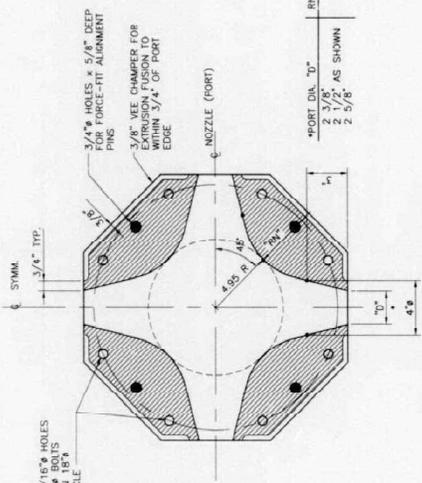
CITY OF SAN DIEGO, CA
INTERNATIONAL BOUNDARY AND WATER COMMISSION
CONTRACT PACKAGE NO. 3
SOUTH BAY OCEAN OUTFALL

PARSONS ENGINEERING SCIENCE, INC.
OFFICES IN PRINCIPAL CITIES
PARSONS
11111
11111
11111

DATE: 5/29/11
SCALE: 1/4"=1'-0"
PROJECT NO.: 7/25/11
DATE STARTED: 08/17/10
DATE COMPLETED: 08/15/10
REGISTERED NO.: 11111



TOP VIEW DIFFUSER HEAD

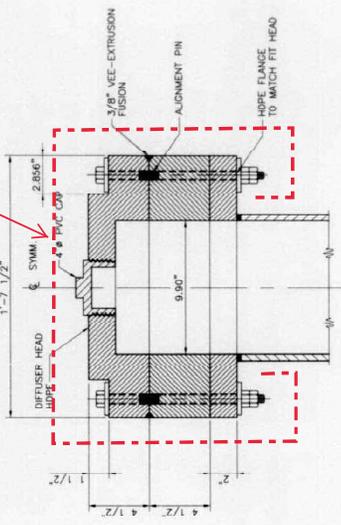


SECTION THROUGH DIFFUSER HEAD (HORIZ. PLANE) AT FUSION JOINT OF 2 HALVES

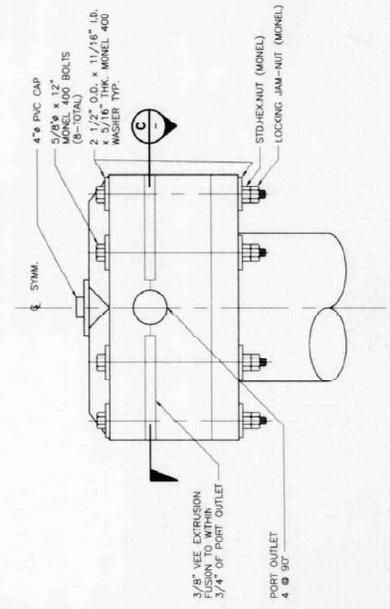
Remove the accumulated debris and encrusted colonial organisms from the diffuser head as shown within the red dotted boundary. No internal cleaning is needed.

DIFFUSER HEAD SCHEDULE

LOCATION (STATIONING/LEGS)	PORT DIA. (IN)	QTY FOR BOTH LEGS AND WTE
0+15 TO 0+10	2 3/8	26x2 = 52
ON WTE STRUCTURE	2 1/2	26x2 = 52
6+36 TO 12+36	2 1/2	26x2 = 52
12+36 TO 19+32	2 3/8	26x2 = 52
19+32 TO 20+00	2 3/8	26x2 = 52
TOTAL NO. OF DIFFUSER HEADS		116
SPARES		15
TOTAL		130



SECTION B-B SCALE: 3\"/>



FRONT VIEW DIFFUSER HEAD SCALE: 3\"/>

- NOTES:
- "RN" IN ALL PLANES CUT THROUGH THE NOZZLE CENTER AXIS SHALL SUIT THE NOZZLE CENTER AXIS AND BE SMOOTH AND CONTINUOUS SURFACE BETWEEN THE "RN" VALUES SPECIFIED IN SECTION A & C.
 - DIFFUSER RISER HEAD TO BE MADE OF HIGH DENSITY POLYETHYLENE - SEE SPECIFICATIONS.
 - THE CONTRACTOR SHALL PROVIDE 15 SPARE RISER HEADS TO BE STORED AT THE PROJECT SITE. THE RISER HEADS SHALL BE COMPLETE WITH RISER HEAD, PVC CAP AND MONEL BOLTS, NUTS AND WASHERS. RISER HEADS SHALL BE STORED IN A PROTECTED AREA AND SHALL BE IDENTIFIED AS RISER HEADS. RISER HEADS SHALL BE 2 3/8" DIA. PORTS, 5 WITH 2 1/2" DIA. PORTS AND 5 PIECES WITH 2 5/8" DIA. PORTS.

SECTION A-A SCALE: 3\"/>

AS BUILT



CITY OF SAN DIEGO, CA
INTERNATIONAL BOUNDARY AND WATER COMMISSION
CONTRACT PACKAGE NO. 3
SOUTH BAY OCEAN OUTFALL

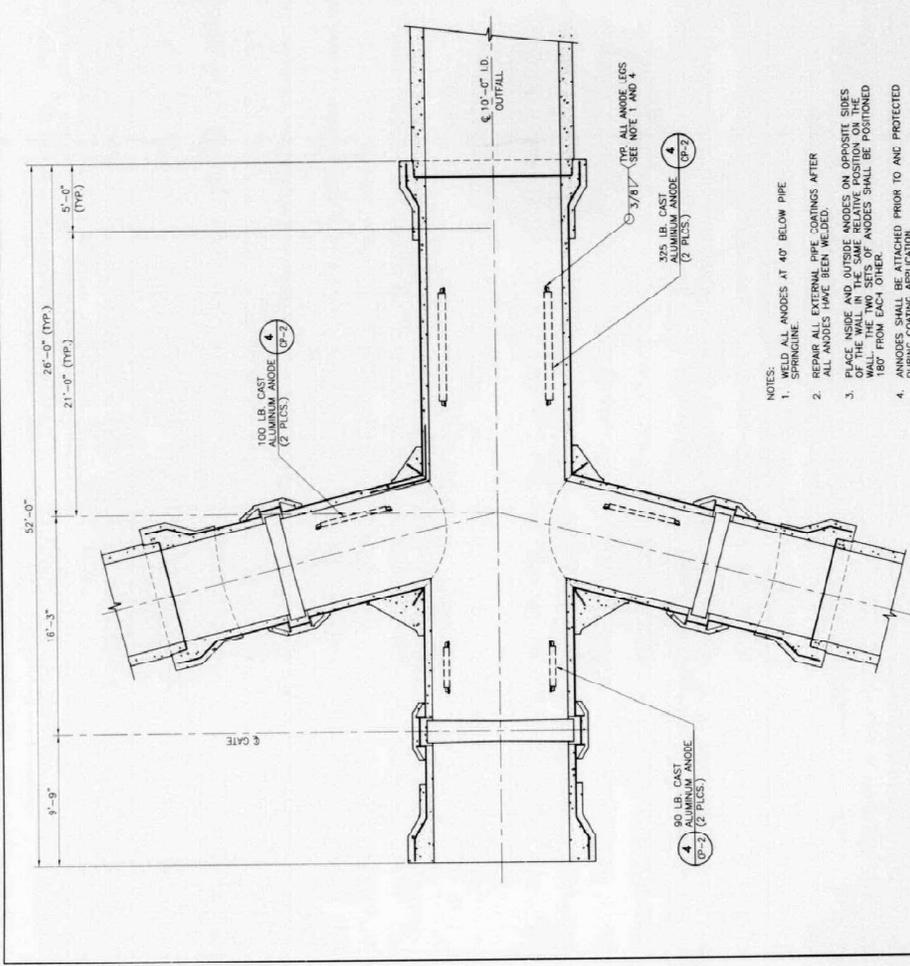


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PARSONS ENGINEERING SCIENCE, INC.
3800 GARDEN AVENUE, SUITE 140
JANUARY, CALIFORNIA 92017-6199 435-8600



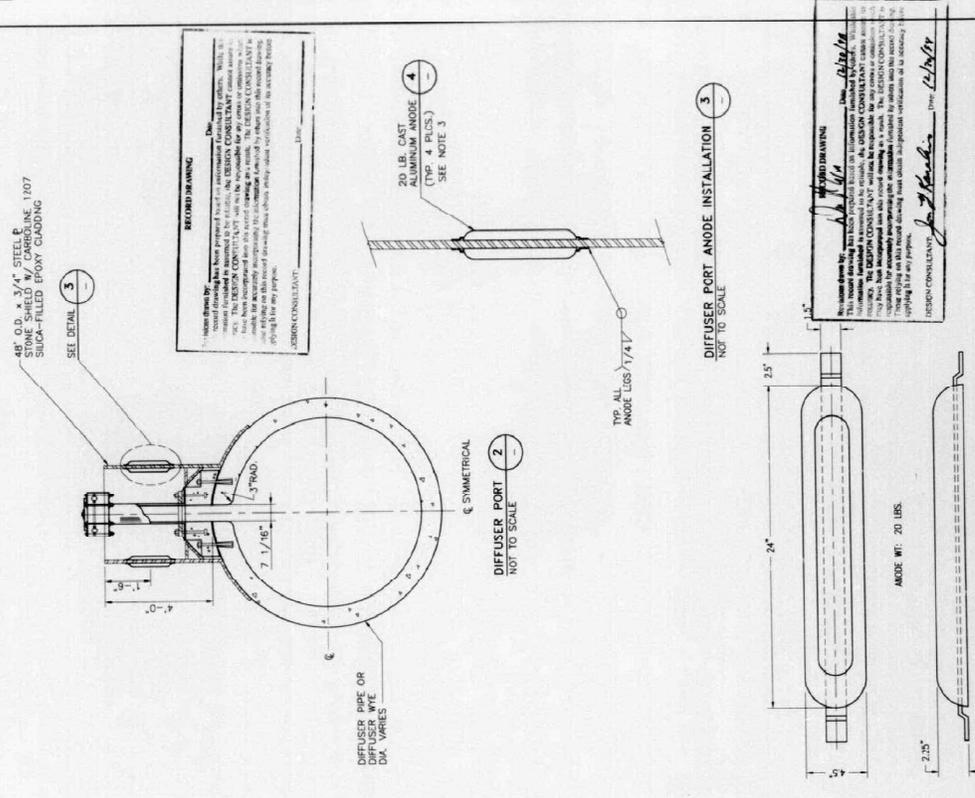
BY	DATE	APPROVED	DATE	FILED	PROJECT NO.	DATE
AS BUILT	7/25/24	WIB/EDC	7/25/24	7/25/24	725241	7/25/24
DESIGNER	7/25/24	WIB/EDC	7/25/24	7/25/24	725241	7/25/24
CHECKER	7/25/24	WIB/EDC	7/25/24	7/25/24	725241	7/25/24
DATE STARTED	08/17/1998	DATE COMPLETED	08/18/1998	REGISTRATION NO.		

AS SHOWN
S-2.28
27043-33-D



- NOTES:
1. WELD ALL ANODES AT 40° BELOW PIPE SPRINGLINE.
 2. REPAIR ALL EXTERNAL PIPE COATINGS AFTER ALL ANODES HAVE BEEN WELDED.
 3. PLACE INSIDE AND OUTSIDE ANODES ON OPPOSITE SIDES OF THE PIPE. ALL TWO SETS OF ANODES SHALL BE POSITIONED 180° FROM EACH OTHER.
 4. ANODES SHALL BE ATTACHED PRIOR TO ANC PROTECTED DURING COATING APPLICATION.

PLAN SECTION AT CENTERLINE OF PIPE
SCALE: 1/4" = 1'-0"



20 LB. CAST ALUMINUM ANODE
NOT TO SCALE

DIFFUSER PORT ANODE INSTALLATION
NOT TO SCALE

RECOMMENDATION

The design consultant has been prepared to design and specify the anodes and coatings for the structure. The design consultant cannot accept any responsibility for the structure's performance or for the structure's safety. The design consultant has been prepared to design and specify the anodes and coatings for the structure. The design consultant cannot accept any responsibility for the structure's performance or for the structure's safety. The design consultant has been prepared to design and specify the anodes and coatings for the structure. The design consultant cannot accept any responsibility for the structure's performance or for the structure's safety.

DESIGNER'S SIGNATURE

DESIGNER'S SIGNATURE: [Signature]

DATE: 12/10/09

AS BUILT

DESCRIPTION	AS BUILT	DATE	12/10/09	PROJECT NO.	725241	DATE	5/12/09
BY	JFK	APPROVED	[Signature]	DESIGN BY	DM	DATE	5/12/09
CONTRACTOR	Parsons Engineering Science, Inc.	GENERAL SUPERVISOR	[Signature]	CHECKED BY	[Signature]	DATE	5/12/09
INSPECTOR	[Signature]	DATE COMPLETED	JAN 19, 2010	ENGINEER	[Signature]	DATE	5/12/09

PARSONS ENGINEERING SCIENCE, INC.
OFFICES IN NATIONAL CITIES

CITY OF SAN DIEGO, CA
INTERNATIONAL BONDARY AND WATER COMMISSION
CONTRACT PACKAGE NO. 3
SOUTH BAY OCEAN OUTFALL

AS BUILT

AS SHOWN
DATE: 12/10/09
PROJECT NO.: 725241

CROSS SECTION OF WYE STRUCTURE



THE CITY OF SAN DIEGO
GENERAL CONTRACT TERMS AND PROVISIONS
APPLICABLE TO GOODS, SERVICES, AND CONSULTANT CONTRACTS

ARTICLE I
SCOPE AND TERM OF CONTRACT

1.1 Scope of Contract. The scope of contract between the City and a provider of goods and/or services (Contractor) is described in the Contract Documents. The Contract Documents are comprised of the Request for Proposal, Invitation to Bid, or other solicitation document (Solicitation); the successful bid or proposal; the letter awarding the contract to Contractor; the City's written acceptance of exceptions or clarifications to the Solicitation, if any; and these General Contract Terms and Provisions.

1.2 Effective Date. A contract between the City and Contractor (Contract) is effective on the last date that the contract is signed by the parties and approved by the City Attorney in accordance with Charter section 40. Unless otherwise terminated, this Contract is effective until it is completed or as otherwise agreed upon in writing by the parties, whichever is the earliest. A Contract term cannot exceed five (5) years unless approved by the City Council by ordinance.

1.3 Contract Extension. The City may, in its sole discretion, unilaterally exercise an option to extend the Contract as described in the Contract Documents. In addition, the City may, in its sole discretion, unilaterally extend the Contract on a month-to-month basis following contract expiration if authorized under Charter section 99 and the Contract Documents. Contractor shall not increase its pricing in excess of the percentage increase described in the Contract.

ARTICLE II
CONTRACT ADMINISTRATOR

2.1 Contract Administrator. The Purchasing Agent or designee is the Contract Administrator for purposes of this Contract, and has the responsibilities described in this Contract, in the San Diego Charter, and in Chapter 2, Article 2, Divisions 5, 30, and 32.

2.1.1 Contractor Performance Evaluations. The Contract Administrator will evaluate Contractor's performance as often as the Contract Administrator deems necessary throughout the term of the contract. This evaluation will be based on criteria including the quality of goods or services, the timeliness of performance, and adherence to applicable laws, including prevailing wage and living wage. City will provide Contractors who receive an unsatisfactory rating with a copy of the evaluation and an opportunity to respond. City may consider final evaluations, including Contractor's response, in evaluating future proposals and bids for contract award.

2.2 Notices. Unless otherwise specified, in all cases where written notice is required under this Contract, service shall be deemed sufficient if the notice is personally delivered or deposited in the United States mail, with first class postage paid, attention to the Purchasing Agent. Proper notice is effective on the date of personal delivery or five (5) days after deposit in a United States postal mailbox unless provided otherwise in the Contract. Notices to the City shall be sent to:

Purchasing Agent
City of San Diego, Purchasing and Contracting Division
1200 3rd Avenue, Suite 200
San Diego, CA 92101-4195

ARTICLE III COMPENSATION

3.1 Manner of Payment. Contractor will be paid monthly, in arrears, for goods and/or services provided in accordance with the terms and provisions specified in the Contract.

3.2 Invoices.

3.2.1 Invoice Detail. Contractor's invoice must be on Contractor's stationary with Contractor's name, address, and remittance address if different. Contractor's invoice must have a date, an invoice number, a purchase order number, a description of the goods or services provided, and an amount due.

3.2.2 Service Contracts. Contractor must submit invoices for services to City by the 10th of the month following the month in which Contractor provided services. Invoices must include the address of the location where services were performed and the dates in which services were provided.

3.2.3 Goods Contracts. Contractor must submit invoices for goods to City within seven days of the shipment. Invoices must describe the goods provided.

3.2.4 Parts Contracts. Contractor must submit invoices for parts to City within seven calendar (7) days of the date the parts are shipped. Invoices must include the manufacturer of the part, manufacturer's published list price, percentage discount applied in accordance with Pricing Page(s), the net price to City, and an item description, quantity, and extension.

3.2.5 Extraordinary Work. City will not pay Contractor for extraordinary work unless Contractor receives prior written authorization from the Contract Administrator. Failure to do so will result in payment being withheld for services. If approved, Contractor will include an invoice that describes the work performed and the location where the work was performed, and a copy of the Contract Administrator's written authorization.

3.2.6 Reporting Requirements. Contractor must submit the following reports using the City's web-based contract compliance portal. Incomplete and/or delinquent reports may cause payment delays, non-payment of invoice, or both. For questions, please view the City's online tutorials on how to utilize the City's web-based contract compliance portal.

3.2.6.1 Monthly Employment Utilization Reports. Contractor and Contractor's subcontractors and suppliers must submit Monthly Employment Utilization Reports by the fifth (5th) day of the subsequent month.

3.2.6.2 Monthly Invoicing and Payments. Contractor and Contractor's subcontractors and suppliers must submit Monthly Invoicing and Payment Reports by the fifth (5th) day of the subsequent month.

3.3 Annual Appropriation of Funds. Contractor acknowledges that the Contract term may extend over multiple City fiscal years, and that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. This Contract may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by City Council.

3.4 Price Adjustments. Based on Contractor's written request and justification, the City may approve an increase in unit prices on Contractor's pricing pages consistent with the amount requested in the justification in an amount not to exceed the increase in the Consumer Price Index, San Diego Area, for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 5.0%, whichever is less, during the preceding one year term. If the CPI-U is a negative number, then the unit prices shall not be adjusted for that option year (the unit prices will not be decreased). A negative CPI-U shall be counted against any subsequent increases in the CPI-U when calculating the unit prices for later option years. Contractor must provide such written request and justification no less than sixty days before the date in which City may exercise the option to renew the contract, or sixty days before the anniversary date of the Contract. Justification in support of the written request must include a description of the basis for the adjustment, the proposed effective date and reasons for said date, and the amount of the adjustment requested with documentation to support the requested change (e.g. CPI-U or 5.0%, whichever is less). City's approval of this request must be in writing.

ARTICLE IV SUSPENSION AND TERMINATION

4.1 City's Right to Suspend for Convenience. City may suspend all or any portion of Contractor's performance under this Contract at its sole option and for its convenience for a reasonable period of time not to exceed six (6) months. City must first give ten (10) days' written notice to Contractor of such suspension. City will pay to Contractor a sum equivalent to the reasonable value of the goods and/or services satisfactorily provided up to the date of suspension. City may rescind the suspension prior to or at six (6) months by providing Contractor with written notice of the rescission, at which time Contractor would be required to resume performance in compliance with the terms and provisions of this Contract. Contractor will be entitled to an extension of time to complete performance under the Contract equal to the length of the suspension unless otherwise agreed to in writing by the Parties.

4.2 City's Right to Terminate for Convenience. City may, at its sole option and for its convenience, terminate all or any portion of this Contract by giving thirty (30) days' written notice of such termination to Contractor. The termination of the Contract shall be effective upon receipt of the notice by Contractor. After termination of all or any portion of the Contract, Contractor shall: (1) immediately discontinue all affected performance (unless the notice directs otherwise); and (2) complete any and all additional work necessary for the orderly filing of

documents and closing of Contractor's affected performance under the Contract. After filing of documents and completion of performance, Contractor shall deliver to City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Contractor in performing this Contract, whether completed or in process. By accepting payment for completion, filing, and delivering documents as called for in this section, Contractor discharges City of all of City's payment obligations and liabilities under this Contract with regard to the affected performance.

4.3 City's Right to Terminate for Default. Contractor's failure to satisfactorily perform any obligation required by this Contract constitutes a default. Examples of default include a determination by City that Contractor has: (1) failed to deliver goods and/or perform the services of the required quality or within the time specified; (2) failed to perform any of the obligations of this Contract; and (3) failed to make sufficient progress in performance which may jeopardize full performance.

4.3.1 If Contractor fails to satisfactorily cure a default within ten (10) calendar days of receiving written notice from City specifying the nature of the default, City may immediately cancel and/or terminate this Contract, and terminate each and every right of Contractor, and any person claiming any rights by or through Contractor under this Contract.

4.3.2 If City terminates this Contract, in whole or in part, City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, equivalent goods or services and Contractor shall be liable to City for any excess costs. Contractor shall also continue performance to the extent not terminated.

4.4 Termination for Bankruptcy or Assignment for the Benefit of Creditors. If Contractor files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors, the City may at its option and without further notice to, or demand upon Contractor, terminate this Contract, and terminate each and every right of Contractor, and any person claiming rights by and through Contractor under this Contract.

4.5 Contractor's Right to Payment Following Contract Termination.

4.5.1 Termination for Convenience. If the termination is for the convenience of City an equitable adjustment in the Contract price shall be made. No amount shall be allowed for anticipated profit on unperformed services, and no amount shall be paid for an as needed contract beyond the Contract termination date.

4.5.2 Termination for Default. If, after City gives notice of termination for failure to fulfill Contract obligations to Contractor, it is determined that Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of City. In such event, adjustment in the Contract price shall be made as provided in Section 4.3.2. City's rights and remedies are in addition to any other rights and remedies provided by law or under this Contract.

4.6 Remedies Cumulative. City's remedies are cumulative and are not intended to be exclusive of any other remedies or means of redress to which City may be lawfully entitled in case of any breach or threatened breach of any provision of this Contract.

ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS

5.1 Inspection and Acceptance. The City will inspect and accept goods provided under this Contract at the shipment destination unless specified otherwise. Inspection will be made and acceptance will be determined by the City department shown in the shipping address of the Purchase Order or other duly authorized representative of City.

5.2 Responsibility for Lost or Damaged Shipments. Contractor bears the risk of loss or damage to goods prior to the time of their receipt and acceptance by City. City has no obligation to accept damaged shipments and reserves the right to return damaged goods, at Contractor's sole expense, even if the damage was not apparent or discovered until after receipt.

5.3 Responsibility for Damages. Contractor is responsible for all damage that occurs as a result of Contractor's fault or negligence or that of its' employees, agents, or representatives in connection with the performance of this Contract. Contractor shall immediately report any such damage to people and/or property to the Contract Administrator.

5.4 Delivery. Delivery shall be made on the delivery day specified in the Contract Documents. The City, in its sole discretion, may extend the time for delivery. The City may order, in writing, the suspension, delay or interruption of delivery of goods and/or services.

5.5 Delay. Unless otherwise specified herein, time is of the essence for each and every provision of the Contract. Contractor must immediately notify City in writing if there is, or it is anticipated that there will be, a delay in performance. The written notice must explain the cause for the delay and provide a reasonable estimate of the length of the delay. City may terminate this Contract as provided herein if City, in its sole discretion, determines the delay is material.

5.5.1 If a delay in performance is caused by any unforeseen event(s) beyond the control of the parties, City may allow Contractor to a reasonable extension of time to complete performance, but Contractor will not be entitled to damages or additional compensation. Any such extension of time must be approved in writing by City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the performance; inability to obtain materials, equipment or labor; or other specific reasons agreed to between City and Contractor. This provision does not apply to a delay caused by Contractor's acts or omissions. Contractor is not entitled to an extension of time to perform if a delay is caused by Contractor's inability to obtain materials, equipment, or labor unless City has received, in a timely manner, documentary proof satisfactory to City of Contractor's inability to obtain materials, equipment, or labor, in which case City's approval must be in writing.

5.6 Restrictions and Regulations Requiring Contract Modification. Contractor shall immediately notify City in writing of any regulations or restrictions that may or will require Contractor to alter the material, quality, workmanship, or performance of the goods and/or services to be provided. City reserves the right to accept any such alteration, including any resulting reasonable price adjustments, or to cancel the Contract at no expense to the City.

5.7 Warranties. All goods and/or services provided under the Contract must be warranted by Contractor or manufacturer for at least twelve (12) months after acceptance by City, except automotive equipment. Automotive equipment must be warranted for a minimum of 12,000 miles or 12 months, whichever occurs first, unless otherwise stated in the Contract. Contractor is responsible to City for all warranty service, parts, and labor. Contractor is required to ensure that warranty work is performed at a facility acceptable to City and that services, parts, and labor are available and provided to meet City's schedules and deadlines. Contractor may establish a warranty service contract with an agency satisfactory to City instead of performing the warranty service itself. If Contractor is not an authorized service center and causes any damage to equipment being serviced, which results in the existing warranty being voided, Contractor will be liable for all costs of repairs to the equipment, or the costs of replacing the equipment with new equipment that meets City's operational needs.

5.8 Industry Standards. Contractor shall provide goods and/or services acceptable to City in strict conformance with the Contract. Contractor shall also provide goods and/or services in accordance with the standards customarily adhered to by an experienced and competent provider of the goods and/or services called for under this Contract using the degree of care and skill ordinarily exercised by reputable providers of such goods and/or services. Where approval by City, the Mayor, or other representative of City is required, it is understood to be general approval only and does not relieve Contractor of responsibility for complying with all applicable laws, codes, policies, regulations, and good business practices.

5.9 Records Retention and Examination. Contractor shall retain, protect, and maintain in an accessible location all records and documents, including paper, electronic, and computer records, relating to this Contract for five (5) years after receipt of final payment by City under this Contract. Contractor shall make all such records and documents available for inspection, copying, or other reproduction, and auditing by authorized representatives of City, including the Purchasing Agent or designee. Contractor shall make available all requested data and records at reasonable locations within City or County of San Diego at any time during normal business hours, and as often as City deems necessary. If records are not made available within the City or County of San Diego, Contractor shall pay City's travel costs to the location where the records are maintained and shall pay for all related travel expenses. Failure to make requested records available for inspection, copying, or other reproduction, or auditing by the date requested may result in termination of the Contract. Contractor must include this provision in all subcontracts made in connection with this Contract.

5.9.1 Contractor shall maintain records of all subcontracts entered into with all firms, all project invoices received from Subcontractors and Suppliers, all purchases of materials and services from Suppliers, and all joint venture participation. Records shall show name, telephone number including area code, and business address of each Subcontractor and Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

5.10 Quality Assurance Meetings. Upon City's request, Contractor shall schedule one or more quality assurance meetings with City's Contract Administrator to discuss Contractor's performance. If requested, Contractor shall schedule the first quality assurance meeting no later than eight (8) weeks from the date of commencement of work under the Contract. At the quality assurance meeting(s), City's Contract Administrator will provide Contractor with feedback, will note any deficiencies in Contract performance, and provide Contractor with an opportunity to address and correct such deficiencies. The total number of quality assurance meetings that may be required by City will depend upon Contractor's performance.

5.11 Duty to Cooperate with Auditor. The City Auditor may, in his sole discretion, at no cost to the City, and for purposes of performing his responsibilities under Charter section 39.2, review Contractor's records to confirm contract compliance. Contractor shall make reasonable efforts to cooperate with Auditor's requests.

5.12 Safety Data Sheets. If specified by City in the solicitation or otherwise required by this Contract, Contractor must send with each shipment one (1) copy of the Safety Data Sheet (SDS) for each item shipped. Failure to comply with this procedure will be cause for immediate termination of the Contract for violation of safety procedures.

5.13 Project Personnel. Except as formally approved by the City, the key personnel identified in Contractor's bid or proposal shall be the individuals who will actually complete the work. Changes in staffing must be reported in writing and approved by the City.

5.13.1 Criminal Background Certification. Contractor certifies that all employees working on this Contract have had a criminal background check and that said employees are clear of any sexual and drug related convictions. Contractor further certifies that all employees hired by Contractor or a subcontractor shall be free from any felony convictions.

5.13.2 Photo Identification Badge. Contractor shall provide a company photo identification badge to any individual assigned by Contractor or subcontractor to perform services or deliver goods on City premises. Such badge must be worn at all times while on City premises. City reserves the right to require Contractor to pay fingerprinting fees for personnel assigned to work in sensitive areas. All employees shall turn in their photo identification badges to Contractor upon completion of services and prior to final payment of invoice.

5.14 Standards of Conduct. Contractor is responsible for maintaining standards of employee competence, conduct, courtesy, appearance, honesty, and integrity satisfactory to the City.

5.14.1 Supervision. Contractor shall provide adequate and competent supervision at all times during the Contract term. Contractor shall be readily available to meet with the City. Contractor shall provide the telephone numbers where its representative(s) can be reached.

5.14.2 City Premises. Contractor's employees and agents shall comply with all City rules and regulations while on City premises.

5.14.3 Removal of Employees. City may request Contractor immediately remove from assignment to the City any employee found unfit to perform duties at the City. Contractor shall comply with all such requests.

5.15 Licenses and Permits. Contractor shall, without additional expense to the City, be responsible for obtaining any necessary licenses, permits, certifications, accreditations, fees and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to Contract performance. This includes, but is not limited to, any laws or regulations requiring the use of licensed contractors to perform parts of the work.

5.16 Contractor and Subcontractor Registration Requirements. Prior to the award of the Contract or Task Order, Contractor and Contractor's subcontractors and suppliers must register with the City's web-based vendor registration and bid management system. The City may not award the Contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified by the City, the City reserves the right to rescind the Contract award and to make the award to the next responsive and responsible proposer of bidder.

ARTICLE VI INTELLECTUAL PROPERTY RIGHTS

6.1 Rights in Data. If, in connection with the services performed under this Contract, Contractor or its employees, agents, or subcontractors, create artwork, audio recordings, blueprints, designs, diagrams, documentation, photographs, plans, reports, software, source code, specifications, surveys, system designs, video recordings, or any other original works of authorship, whether written or readable by machine (Deliverable Materials), all rights of Contractor or its subcontractors in the Deliverable Materials, including, but not limited to publication, and registration of copyrights, and trademarks in the Deliverable Materials, are the sole property of City. Contractor, including its employees, agents, and subcontractors, may not use any Deliverable Material for purposes unrelated to Contractor's work on behalf of the City without prior written consent of City. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City, without the prior written consent of the City.

6.2 Intellectual Property Rights Assignment. For no additional compensation, Contractor hereby assigns to City all of Contractor's rights, title, and interest in and to the content of the Deliverable Materials created by Contractor or its employees, agents, or subcontractors, including copyrights, in connection with the services performed under this Contract. Contractor

shall promptly execute and deliver, and shall cause its employees, agents, and subcontractors to promptly execute and deliver, upon request by the City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials. Contractor also shall cooperate and assist in the prosecution of any action or opposition proceeding involving such intellectual property rights and any adjudication of those rights.

6.3 Contractor Works. Contractor Works means tangible and intangible information and material that: (a) had already been conceived, invented, created, developed or acquired by Contractor prior to the effective date of this Contract; or (b) were conceived, invented, created, or developed by Contractor after the effective date of this Contract, but only to the extent such information and material do not constitute part or all of the Deliverable Materials called for in this Contract. All Contractor Works, and all modifications or derivatives of such Contractor Works, including all intellectual property rights in or pertaining to the same, shall be owned solely and exclusively by Contractor.

6.4 Subcontracting. In the event that Contractor utilizes a subcontractor(s) for any portion of the work that comprises the whole or part of the specified Deliverable Materials to the City, the agreement between Contractor and the subcontractor shall include a statement that identifies the Deliverable Materials as a “works for hire” as described in the United States Copyright Act of 1976, as amended, and that all intellectual property rights in the Deliverable Materials, whether arising in copyright, trademark, service mark or other forms of intellectual property rights, belong to and shall vest solely with the City. Further, the agreement between Contractor and its subcontractor shall require that the subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to City, all titles, rights and interests in and to the Deliverable Materials, including all copyrights, trademarks and other intellectual property rights. City shall have the right to review any such agreement for compliance with this provision.

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

of Infringement is threatened or made before Contractor receives payment under this Contract, City shall be entitled, upon written notice to Contractor, to withhold some or all of such payment.

6.6 Software Licensing. Contractor represents and warrants that the software, if any, as delivered to City, does not contain any program code, virus, worm, trap door, back door, time or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of licensor-selected conditions or manually on command. Contractor further represents and warrants that all third party software, delivered to City or used by Contractor in the performance of the Contract, is fully licensed by the appropriate licensor.

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

6.8 Royalties, Licenses, and Patents. Unless otherwise specified, Contractor shall pay all royalties, license, and patent fees associated with the goods that are the subject of this solicitation. Contractor warrants that the goods, materials, supplies, and equipment to be supplied do not infringe upon any patent, trademark, or copyright, and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, and to defend, indemnify and hold harmless the City, its elected officials, officers, and employees from all liability, loss and damages, whether general, exemplary or punitive, suffered as a result of any actual or claimed infringement asserted against the City, Contractor, or those furnishing goods, materials, supplies, or equipment to Contractor under the Contract.

ARTICLE VII INDEMNIFICATION AND INSURANCE

7.1 Indemnification. To the fullest extent permitted by law, Contractor shall defend (with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City and its elected officials, officers, employees, agents, and representatives (Indemnified Parties) from and against any and all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Contractor or its subcontractors), expense, and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, and 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 goods provided or performance of services under this Contract by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or anyone that either of them control. Contractor's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or willful misconduct of the Indemnified Parties.

7.2 Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or

in connection with the performance of the work hereunder and the results of that work by Contractor, his agents, representatives, employees or subcontractors.

Contractor shall provide, at a minimum, the following:

7.2.1 Commercial General Liability. Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

7.2.2 Commercial Automobile Liability. Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) or, if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

7.2.3 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.

7.2.4 Professional Liability (Errors and Omissions). For consultant contracts, insurance appropriate to Consultant’s profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

7.2.5 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

7.2.5.1 Additional Insured Status. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

7.2.5.2 Primary Coverage. For any claims related to this contract, Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

7.2.5.3 Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to City.

7.2.5.4 Waiver of Subrogation. Contractor hereby grants to City a waiver of any right to subrogation which the Workers' Compensation insurer of said Contractor may acquire against City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

7.2.5.5 Claims Made Policies (applicable only to professional liability). The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

7.3 Self Insured Retentions. Self-insured retentions must be declared to and approved by City. City may require Contractor 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.

7.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VI, unless otherwise acceptable to City.

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.

7.5 Verification of Coverage. Contractor shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

7.6 Special Risks or Circumstances. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

7.7 Additional Insurance. Contractor may obtain additional insurance not required by this Contract.

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

7.9 Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as the CG 20 38 04 13 endorsement.

ARTICLE VIII BONDS

8.1 Payment and Performance Bond. Prior to the execution of this Contract, City may require Contractor to post a payment and performance bond (Bond). The Bond shall guarantee Contractor's faithful performance of this Contract and assure payment to contractors, subcontractors, and to persons furnishing goods and/or services under this Contract.

8.1.1 Bond Amount. The Bond shall be in a sum equal to twenty-five percent (25%) of the Contract amount, unless otherwise stated in the Specifications. City may file a claim against the Bond if Contractor fails or refuses to fulfill the terms and provisions of the Contract.

8.1.2 Bond Term. The Bond shall remain in full force and effect at least until complete performance of this Contract and payment of all claims for materials and labor, at which time it will convert to a ten percent (10%) warranty bond, which shall remain in place until the end of the warranty periods set forth in this Contract. The Bond shall be renewed annually, at least sixty (60) days in advance of its expiration, and Contractor shall provide timely proof of annual renewal to City.

8.1.3 Bond Surety. The Bond must be furnished by a company authorized by the State of California Department of Insurance to transact surety business in the State of California and which has a current A.M. Best rating of at least "A-, VIII."

8.1.4 Non-Renewal or Cancellation. The Bond must provide that City and Contractor shall be provided with sixty (60) days' advance written notice in the event of non-renewal, cancellation, or material change to its terms. In the event of non-renewal, cancellation, or material change to the Bond terms, Contractor shall provide City with evidence of the new source of surety within twenty-one (21) calendar days after the date of the notice of non-renewal, cancellation, or material change. Failure to maintain the Bond, as required herein, in full force

and effect as required under this Contract, will be a material breach of the Contract subject to termination of the Contract.

8.2 Alternate Security. City may, at its sole discretion, accept alternate security in the form of an endorsed certificate of deposit, a money order, a certified check drawn on a solvent bank, or other security acceptable to the Purchasing Agent in an amount equal to the required Bond.

ARTICLE IX CITY-MANDATED CLAUSES AND REQUIREMENTS

9.1 Contractor Certification of Compliance. By signing this Contract, Contractor certifies that Contractor is aware of, and will comply with, these City-mandated clauses throughout the duration of the Contract.

9.1.1 Drug-Free Workplace Certification. Contractor shall comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into the Contract by this reference.

9.1.2 Contractor Certification for Americans with Disabilities Act (ADA) and State Access Laws and Regulations: Contractor shall comply with all accessibility requirements under the ADA and under Title 24 of the California Code of Regulations (Title 24). When a conflict exists between the ADA and Title 24, Contractor shall comply with the most restrictive requirement (i.e., that which provides the most access). Contractor also shall comply with the City's ADA Compliance/City Contractors requirements as set forth in Council Policy 100-04, which is incorporated into this Contract by reference. Contractor warrants and certifies compliance with all federal and state access laws and regulations and further certifies that any subcontract agreement for this contract contains language which indicates the subcontractor's agreement to abide by the provisions of the City's Council Policy and any applicable access laws and regulations.

9.1.3 Non-Discrimination Requirements.

9.1.3.1 Compliance with City's Equal Opportunity Contracting Program (EOCP). Contractor shall comply with City's EOCP Requirements. Contractor 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. Prime Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Prime Contractor liable for any discriminatory practice of its subcontractors.

9.1.3.2 Non-Discrimination Ordinance. 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. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor 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. Contractor shall ensure that this language is included in contracts between Contractor and any subcontractors, vendors and suppliers.

9.1.3.3 Compliance Investigations. Upon City's request, Contractor agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor 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 Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.4 Equal Benefits Ordinance Certification. Unless an exception applies, Contractor shall comply with the Equal Benefits Ordinance (EBO) codified in the San Diego Municipal Code (SDMC). Failure to maintain equal benefits is a material breach of the Contract.

9.1.5 Contractor Standards. Contractor shall comply with Contractor Standards provisions codified in the SDMC. Contractor understands and agrees that violation of Contractor Standards may be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.6 Noise Abatement. Contractor shall operate, conduct, or construct without violating the City's Noise Abatement Ordinance codified in the SDMC.

9.1.7 Storm Water Pollution Prevention Program. Contractor shall comply with the City's Storm Water Management and Discharge Control provisions codified in Division 3 of Chapter 4 of the SDMC, as may be amended, and any and all applicable Best Management Practice guidelines and pollution elimination requirements in performing or delivering services at City owned, leased, or managed property, or in performance of services and activities on behalf of City regardless of location.

Contractor shall comply with the City's Jurisdictional Urban Runoff Management Plan encompassing Citywide programs and activities designed to prevent and reduce storm water pollution within City boundaries as adopted by the City Council on January 22, 2008, via Resolution No. 303351, as may be amended.

Contractor shall comply with each City facility or work site's Storm Water Pollution Prevention Plan, as applicable, and institute all controls needed while completing the services to minimize any negative impact to the storm water collection system and environment.

9.1.8 Service Worker Retention Ordinance. If applicable, Contractor shall comply with the Service Worker Retention Ordinance (SWRO) codified in the SDMC.

9.1.9 Product Endorsement. Contractor shall comply with Council Policy 000-41 which requires that other than listing the City as a client and other limited endorsements, any advertisements, social media, promotions or other marketing referring to the City as a user of a product or service will require prior written approval of the Mayor or designee. Use of the City Seal or City logos is prohibited.

9.1.10 Business Tax Certificate. Unless the City Treasurer determines in writing that a contractor is exempt from the payment of business tax, any contractor doing business with the City of San Diego is required to obtain a Business Tax Certificate (BTC) and to provide a copy of its BTC to the City before a Contract is executed.

9.1.11 Equal Pay Ordinance. Unless an exception applies, Contractor shall comply with the Equal Pay Ordinance codified in San Diego Municipal Code sections 22.4801 through 22.4809. Contractor shall certify in writing that it will comply with the requirements of the EPO.

9.1.11.1 Contractor and Subcontract Requirement. The Equal Pay Ordinance applies to any subcontractor who performs work on behalf of a Contractor to the same extent as it would apply to that Contractor. Any Contractor subject to the Equal Pay Ordinance shall require all of its subcontractors to certify compliance with the Equal Pay Ordinance in its written subcontracts.

ARTICLE X CONFLICT OF INTEREST AND VIOLATIONS OF LAW

10.1 Conflict of Interest Laws. Contractor 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 Ethics Ordinance, codified in the SDMC. City may determine that Contractor must complete one or more statements of economic interest disclosing relevant financial interests. Upon City's request, Contractor shall submit the necessary documents to City.

10.2 Contractor's Responsibility for Employees and Agents. Contractor is required to 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.

10.3 Contractor's Financial or Organizational Interests. In connection with any task, Contractor shall not recommend or specify any product, supplier, or contractor with whom Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

10.4 Certification of Non-Collusion. Contractor certifies that: (1) Contractor's bid or proposal was not made in the interest of or on behalf of any person, firm, or corporation not identified; (2) Contractor did not directly or indirectly induce or solicit any other bidder or proposer to put in a sham bid or proposal; (3) Contractor did not directly or indirectly induce or

solicit any other person, firm or corporation to refrain from bidding; and (4) Contractor did not seek by collusion to secure any advantage over the other bidders or proposers.

10.5 Hiring City Employees. This Contract shall be unilaterally and immediately terminated by City if Contractor employs an individual who within the twelve (12) months immediately preceding such employment did in his/her capacity as a City officer or employee participate in negotiations with or otherwise have an influence on the selection of Contractor.

ARTICLE XI DISPUTE RESOLUTION

11.1 Mediation. If a dispute arises out of or relates to this Contract and cannot be settled through normal contract negotiations, Contractor and City shall use mandatory non-binding mediation before having recourse in a court of law.

11.2 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 the subject matter of this Contract, if possible.

11.3 Expenses. 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, 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.

11.4 Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, writings and admissions will be confidential to the proceedings (pursuant to California Evidence Code sections 1115 through 1128) and will not be used for any other purpose unless otherwise agreed by the parties in writing. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though City's recommendation of settlement may be subject to the approval of the Mayor and City Council. Either party may have attorneys, witnesses or experts present.

11.5 Mediation Results. Any agreements resulting from mediation shall be memorialized in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the parties. Mediators shall not be subject to any subpoena or liability, and their actions shall not be subject to discovery.

ARTICLE XII MANDATORY ASSISTANCE

12.1 Mandatory Assistance. If a third party dispute or litigation, or both, arises out of, or relates in any way to the services provided to the City under a Contract, Contractor, its agents, officers, and employees agree to assist in resolving the dispute or litigation upon City's request. Contractor'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.

12.2 Compensation for Mandatory Assistance. City will compensate Contractor for fees incurred for providing Mandatory Assistance. 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 Contractor, its agents, officers, and employees, Contractor shall reimburse City for all fees paid to Contractor, its agents, officers, and employees for Mandatory Assistance.

12.3 Attorneys' Fees Related to Mandatory Assistance. In providing City with dispute or litigation assistance, Contractor or its agents, officers, and employees may incur expenses and/or costs. Contractor agrees that any attorney fees it may incur as a result of assistance provided under Section 12.2 are not reimbursable.

ARTICLE XIII MISCELLANEOUS

13.1 Headings. All headings are for convenience only and shall not affect the interpretation of this Contract.

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

13.3 Independent Contractors. Contractor and any subcontractors employed by Contractor are independent contractors and not agents of City. Any provisions of this Contract that may appear to give City any right to direct Contractor concerning the details of performing or providing the goods and/or services, or to exercise any control over performance of the Contract, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.

13.4 Subcontractors. All persons assigned to perform any work related to this Contract, including any subcontractors, are deemed to be employees of Contractor, and Contractor shall be directly responsible for their work.

13.5 Covenants and Conditions. All provisions of this Contract expressed as either covenants or conditions on the part of City or Contractor shall be deemed to be both covenants and conditions.

13.6 Compliance with Controlling Law. Contractor shall comply with all applicable local, state, and federal laws, regulations, and policies. Contractor's act or omission in violation of applicable local, state, and federal laws, regulations, and policies is grounds for contract

termination. In addition to all other remedies or damages allowed by law, Contractor is liable to City for all damages, including costs for substitute performance, sustained as a result of the violation. In addition, Contractor may be subject to suspension, debarment, or both.

13.7 Governing Law. The Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

13.8 Venue. The venue for any suit concerning solicitations or the Contract, the interpretation of application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.

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

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

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

13.12 Drafting Ambiguities. The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms and conditions of this Contract, and the decision of whether to seek advice of legal counsel with respect to this Contract is the sole responsibility of each party. This Contract 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 Contract.

13.13 Amendments. Neither this Contract nor any provision hereof may be changed, modified, amended or waived except by a written agreement executed by duly authorized representatives of City and Contractor. Any alleged oral amendments have no force or effect. The Purchasing Agent must sign all Contract amendments.

13.14 Conflicts Between Terms. If this Contract conflicts with an applicable local, state, or federal law, regulation, or court order, applicable local, state, or federal law, regulation, or court order shall control. Varying degrees of stringency among the main body of this Contract, the exhibits or attachments, and laws, regulations, or orders 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 Contract.

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

13.16 Confidentiality of Services. All services performed by Contractor, and any sub-contractor(s) if applicable, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Contractor, are for the sole use of City, its agents, and employees. Neither the documents nor their contents shall be released by Contractor or any subcontractor to any third party without the prior written consent of City. This provision does not apply to information that: (1) was publicly known, or otherwise known to Contractor, at the time it was disclosed to Contractor by City; (2) subsequently becomes publicly known through no act or omission of Contractor; or (3) otherwise becomes known to Contractor other than through disclosure by City.

13.17 Insolvency. If Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the Contract, written notification of the bankruptcy to the Purchasing Agent and the Contract Administrator responsible for administering the Contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of City contract numbers and contracting offices for all City contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Contract.

13.18 No Third Party Beneficiaries. Except as may be specifically set forth in this Contract, none of the provisions of this Contract are intended to benefit any third party not specifically referenced herein. No party other than City and Contractor shall have the right to enforce any of the provisions of this Contract.

13.19 Actions of City in its Governmental Capacity. Nothing in this Contract shall be interpreted as limiting the rights and obligations of City in its governmental or regulatory capacity.

EXHIBIT D

WAGE REQUIREMENTS: SERVICE AND MAINTENANCE CONTRACTS EXECUTED ON OR AFTER JANUARY 1, 2015

By signing this Contract, Bidder certifies that he or she is aware of the wage provisions described herein and shall comply with such provisions before commencing services.

A. PREVAILING WAGES. Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, Bidder and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below. This requirement is in addition to the requirement to pay Living Wage pursuant to San Diego Municipal Code Chapter 2, Article 2, Division 42. Bidder must determine which per diem rate is highest for each classification of work (i.e. Prevailing Wage Rate or Living Wage Rate), and pay the highest of the two rates to their employees. Living Wage applies to workers who are not subject to Prevailing Wage Rates.

1. Compliance with Prevailing Wage Requirements. Pursuant to sections 1720 through 1861 of the California Labor Code, Bidder and its subcontractors shall ensure that all workers who perform work under this Contract 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.

1.1. Copies of such prevailing rate of per diem wages are on file at the City of San Diego's Equal Opportunity Contracting Department and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Bidder and its subcontractors 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.

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 Contract. 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 Contract 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 Contract, each successive predetermined wage rate shall apply to this Contract 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 Contract, such wage rate shall apply to the balance of the Contract.

2. Penalties for Violations. Bidder and its subcontractors 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.

3. Payroll Records. Bidder and its subcontractors 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. Bidder shall require its subcontractors to also comply with section 1776. Bidder and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Bidder is responsible for ensuring its subcontractors submit certified payroll records to the City. Bidder and its subcontractors shall also furnish the records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required in Labor Code section 1771.4.

4. Apprentices. Bidder and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Bidder shall be held responsible for their compliance as well as the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.

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

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

7. Labor Code Section 1861 Certification. Bidder in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Bidder 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 Contract."

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. For questions or assistance, please contact the City of San Diego's Equal Opportunity Contracting Department at 619-236-6000.

9. Contractor and Subcontractor Registration Requirements. This project is subject to compliance monitoring and enforcement by the DIR. A Bidder or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or enter into any contract for public work, as defined in this chapter of the Labor Code unless currently registered and qualified to perform the work pursuant to Section 1725.5. In accordance with Labor Code section 1771.1(a), “[i]t 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.”

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

9.2. A Contract entered into with any Bidder or subcontractor in violation of Labor Code section 1771.1(a) shall be subject to cancellation, provided that a Contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, Bidder, or any subcontractor to comply with the requirements of section 1725.5 of this section.

9.3. By submitting a bid or proposal to the City, Bidder is certifying that he or she has verified that all subcontractors used on this public works project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Bidder 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.

10. Stop Order. For Bidder 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 Bidder or unregistered subcontractor(s) on ALL public works until the unregistered Bidder or unregistered subcontractor(s) is registered. Failure to observe a stop order is a misdemeanor.

11. List of all Subcontractors. The City may ask Bidder for the most current list of subcontractors (regardless of tier), along with their DIR registration numbers,

utilized on this contract at any time during performance of this contract, and Bidder shall provide the list within ten (10) working days of the City's request. Additionally, Bidder shall provide the City with a complete list of all subcontractors utilized on this contract (regardless of tier), within ten working days of the completion of the contract, along with their DIR registration numbers. The City shall withhold final payment to Bidder until at least 30 days after this information is provided to the City.

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

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

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 Bidder will need to keep those records for at least three years following the completion of the contract. (Labor Code section 1771.4).

12.3. List of all Subcontractors. The Bidder shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 11 above. (Labor Code section 1773.3).



J.F. BRENNAN COMPANY, INC.

Outfall Diffuser Cleaning & Inspection for South Bay Water
Reclamation District Plant

TAB A – SUBMISSION OF INFORMATION AND FORMS

Solicitation No. 10089963-23-J

April 6, 2023





Exceptions Taken to Bid Documents

- Page 2 of RFP, Section 5.3 Precedence: Brennan requests to add “, Proposal & Exclusions” to the “4th Contractor’s Pricing” language, if agreeable to the City.

General Conditions (Exhibit B):

- Section 5.15 – Brennan takes exception to being responsible for permits (if any), if agreeable to
- Section 7.1 – Brennan requests to redline “incidental and consequential” damages as well as “sole”, if agreeable to the City.
- Section 7.3 – Brennan requests to to redline this section completely, if agreeable to the City.



Purchasing & Contracting Department

January 16, 2024

VIA EMAIL TO: dhutchinson@jfbrennan.com

Mr. David Hutchinson, Western Operations Director
J.F. Brennan Company, Inc.
4411 Dupont Court, Suite 130
Ventura, Ca. 93003

Subject: Request for Proposal (RFP) 10089963-23-J, Outfall Diffuser Cleaning & Inspection for South Bay Water Reclamation Plant (Rebid)

Dear Mr. Hutchinson:

This letter confirms our agreement regarding J.F. Brennan Company, Inc's (J.F. Brennan) requests outlined in contractor's proposal. The Parties agree as follows:

1. The City rejects J.F. Brennan's request to add "Proposal & Exclusions" to Contract, Section 5.3 – Precedence, as contractor's proposal will automatically be included in contract and all exclusions (exceptions) submitted by contractor are addressed in this letter.
2. The City accepts J.F. Brennan's request to delete "Permits" from Exhibit C, City's General Contract Terms and Provisions, Section 5.15 – Licenses and Permits.
3. The City rejects J.F. Brennan's request to delete "incidental and consequential" and "sole negligence" from Exhibit C, City's General Contract Terms and Provisions, Section 1.1 – Indemnification.
4. The City rejects J.F. Brennan's requests to delete Section 7.3 – Self Insured Retention from Exhibit C, City's General Contract Terms and Provisions.

Please indicate your agreement with the above by signing the bottom of this letter. Thank you for your assistance.

Sincerely,

Janet Polite

Janet Polite
Senior Procurement Contracting Officer, Purchasing & Contracting

Mr. Hutchinson, Western Operations Director
January 16, 2024
Page 2 of 2

This Letter is executed by the City and Contractor acting by and through their authorized officers.

J.F. BRENNAN COMPANY, INC.

By:  _____

Name: DAVID HUTCHINSON

Title: Western Area Director

Date: 16 - January - 2024

THE CITY OF SAN DIEGO

By:  _____

Name: Claudia Abarca

Title: Director, Purchasing & Contracting

Date: Jan 22, 2024

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 contractor (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 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, Contractors 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 a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, 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.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

“Principal” means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

This form contains 10 pages, additional information may be submitted as part of *Attachment A*.

A. BID/PROPOSAL/SOLICITATION TITLE:

Outfall Diffuser Cleaning & Inspection for South Bay Water Reclamation Plant (REBID)

B. BIDDER/PROPOSER INFORMATION:

J.F. Brennan Company, Inc.

Legal Name	La Crosse	DBA	WI	54603
818 Bainbridge Street	City	State	Zip	
Street Address	(707) 389-0678	(608) 785-2090		
Lauren Collins, Senior PM	Phone	Fax		
Contact Person, Title				

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.

Matthew Binsfeld	President
Name <i>Lacrosse, WI</i>	Title/Position
City and State of Residence	J.F. Brennan Company, Inc.
Officer of the Corporation	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Michael Binsfeld	Vice President
Name <i>Lacrosse, WI</i>	Title/Position
City and State of Residence	J.F. Brennan Company, Inc.
Officer of the Corporation	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Mark Binsfeld	Vice President
Name <i>Lacrosse, WI</i>	Title/Position
City and State of Residence	J.F. Brennan Company, Inc.
Officer of the Corporation	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Anthony Binsfeld	Vice President
Name <i>Lacrosse, WI</i>	Title/Position
City and State of Residence	J.F. Brennan Company, Inc.
Officer of the Corporation	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Adam Binsfeld	Treasurer
Name <i>Lacrosse, WI</i>	Title/Position
City and State of Residence	J.F. Brennan Company, Inc.
Officer of the Corporation	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Tina Klinger	Secretary
Name <i>Unalaska, WI</i>	Title/Position
City and State of Residence	J.F. Brennan Company, Inc.
Officer of the Corporation	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	

C. OWNERSHIP AND NAME CHANGES:

1. In the past five ten (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. Is your firm a non-profit?
 Yes No

If **Yes**, attach proof of status to this submission.

3. 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: 05/21/1959 State of incorporation: Wisconsin

List corporation's current officers:

President:	<u>Matthew Binsfeld</u>
Vice Pres:	<u>Michael Binsfeld, Anthony Binsfeld, Mark Binsfeld</u>
Secretary:	<u>Tina Klinger</u>
Treasurer:	<u>Adam Binsfeld</u>

Type of corporation: C Subchapter S

Is the corporation authorized to do business in California: **Yes** **No**

If **Yes**, after what date: 04/19/2022

Is your firm a publicly traded corporation? Yes No

If Yes, how and where is the stock traded? N/A

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

N/A

Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods? Yes No

If Yes, please use Attachment A to disclose.

Please list the following:	Authorized	Issued	Outstanding
a. Number of voting shares:	_____	_____	_____
b. Number of nonvoting shares:	_____	_____	_____
c. Number of shareholders:	_____	_____	_____
d. Value per share of common stock:		Par	\$ _____
		Book	\$ _____
		Market	\$ _____

Limited Liability Company Date formed: _____ State of formation: _____

List the name, title and address of members who own ten percent (10%) or more of the company:

Partnership Date formed: _____ State of formation: _____

List names of all firm partners:

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:

Joint Venture Date formed: _____

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

Note: To be responsive, each member of a Joint Venture or Partnership must complete a separate *Contractor Standards form*.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?
 Yes **No**

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

2. In the past five (5) years, has your firm been denied bonding?
 Yes **No**

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

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?
 Yes **No**

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

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?
 Yes **No**

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

5. Within the last five 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. Are there any claims, liens or judgements that are outstanding against your firm?
 Yes **No**

If **Yes**, please use Attachment A to provide detailed information on the action.

7. 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: BMO Harris Bank

Point of Contact: Shari Helgerson

Address: 2423 Rivers Edge Drive #1, Altoona, WI 54720-1495

Phone Number: (715) 831-3564

8. 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.

9. In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.

Business Tax Certificate No.: Will be obtained if awarded. Year Issued: _____

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.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: Marine Project Management, Inc.

Contact Name and Phone Number: Steve Simpson, (805) 640-0799
Contact Email: steves@mpmi.com
Address: 201 Bryant Street #2B, Ojai, CA 93023
Contract Date: March 14, 2022
Contract Amount: \$ 90,069.00
Requirements of Contract: Summerland Outfall Assessment

Company Name: NAVFAC EXWC
Contact Name and Phone Number: Kyle Abramson, (202) 433-5485
Contact Email: kyle.abramson@navy.mil
Address: 1000 23rd Ave, Port Hueneme, CA 93043
Contract Date: August 11, 2020
Contract Amount: \$ 244,915.08
Requirements of Contract: Offshore fuel terminal overhaul and subsea underwater inspections.

Company Name: City of Santa Barbara
Contact Name and Phone Number: Steve Corral, (805) 568-1030
Contact Email: scorral@santabarbaraCA.gov
Address: 123 E Anapamu St, Santa Barbara, CA 93101
Contract Date: July 18, 2018
Contract Amount: \$ 132,287.00
Requirements of Contract: Santa Barbara Ocean Outfall Inspections

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.

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?

Yes No

If **Yes**, please disclose the names of those relatives in Attachment A.

I. BUSINESS REPRESENTATION:

1. Are you a local business with a physical address within the County of San Diego?

Yes No

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?

Yes No

Certification # N/A

3. Are you certified as any of the following:

- a. Disabled Veteran Business Enterprise Certification # N/A
- b. Woman or Minority Owned Business Enterprise Certification # N/A
- c. Disadvantaged Business Enterprise Certification # N/A

J. 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.

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

Please provide the names and information for all subcontractors and suppliers 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 or suppliers will be used, please write "Not Applicable."

Company Name: Not Applicable

Address: N/A

Contact Name: N/A Phone: _____ Email: N/A

Contractor License No.: N/A DIR Registration No.: N/A

Sub-Contract Dollar Amount: \$ 0.00 (per year) \$ 0.00 (total contract term)

Scope of work subcontractor will perform: N/A

Identify whether company is a subcontractor or supplier: N/A

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: N/A

Address: N/A

Contact Name: N/A Phone: N/A Email: N/A

Contractor License No.: N/A DIR Registration No.: N/A

Sub-Contract Dollar Amount: \$ N/A (per year) \$ N/A (total contract term)

Scope of work subcontractor will perform: N/A

Identify whether company is a subcontractor or supplier: N/A

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

L. STATEMENT OF AVAILABLE EQUIPMENT:

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. 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, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective matter for the duration of the contract period.

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

- Initial submission of *Contractor Standards Pledge of Compliance*
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement
- Update of prior *Contractor Standards 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 is inaccurate. 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 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.

Tina Klinger, CFO Tina Klinger 3/21/2023
Name and Title Secretary Signature Date

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

BB. 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: J.F. Brennan Company, Inc.

ADA/DBA: N/A

Address (Corporate Headquarters, where applicable): 818 Bainbridge Street

City: La Crosse County: La Crosse State: WI Zip: 54603

Telephone Number: 608-784-7173 Fax Number: 608-785-2090

Name of Company CEO: Matthew Binsfeld

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

Address: N/A

City: N/A County: N/A State: N/A Zip: N/A

Telephone Number: N/A Fax Number: N/A Email: N/A

Type of Business: Corporation Type of License: Class A Contractor's License

The Company has appointed: JANALE POGODZINSKI

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

Address: 818 Bainbridge Street, La Crosse, WI 54603

Telephone Number: 608-519-5344 Fax Number: 608-784-8733 Email: jpogodzinski@jfbrennan.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 J.F. Brennan Company, Inc.

La Crosse, WI (Firm Name) (County) (State) hereby certify that information provided

herein is true and correct. This document was executed on this 27 day of March, 2023

Tina Klinger
(Authorized Signature)

Tina Klinger (Fol/Secretary)
(Print Authorized Signature Name)

WORK FORCE REPORT - Page 2

NAME OF FIRM: J.F. Brennan Company, Inc.

DATE: 3/20/23

OFFICE(S) or BRANCH(ES): Colton

COUNTY: Me

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

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

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

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial	0	0	0	0	1	0	0	0	0	0	41	6	0	0
Professional	0	0	1	0	2	0	1	0	0	0	112	17	2	0
A&E, Science, Computer	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Technical	0	0	1	0	0	0	0	0	0	0	6	0	0	0
Sales	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Administrative Support	0	0	0	1	0	0	0	0	0	0	24	17	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	0	0	2	1	3	0	1	0	0	0	183	40	2	0
--------------------	---	---	---	---	---	---	---	---	---	---	-----	----	---	---

Grand Total All Employees

232

Combined total : 591

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

Disabled														
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Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 3

NAME OF FIRM: J.F. Brennan Company, Inc.

DATE: 3/22/23

OFFICE(S) or BRANCH(ES): COLONIA

COUNTY: AN

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

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

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

TRADE OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Carpenters	1	0	10	0	3	0	0	0	0	0	89	1	5	0
Carpet, Floor & Tile Installers Finishers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cement Masons, Concrete Finishers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Construction Laborers	1	0	11	0	2	0	1	0	0	0	94	1	0	0
Drywall Installers, Ceiling Tile Inst	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Electricians	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Elevator Installers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
First-Line Supervisors/Managers	0	0	1	0	0	0	0	0	0	0	29	0	0	0
Glaziers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Helpers; Construction Trade	0	0	0	0	0	0	0	0	0	0	7	0	0	0
Millwrights	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Misc. Const. Equipment Operators	0	0	5	0	0	0	3	0	0	0	94	0	1	0
Painters, Const. & Maintenance	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Pipelayers, Plumbers, Pipe & Steam Fitters	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Plasterers & Stucco Masons	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Roofers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Security Guards & Surveillance Officers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sheet Metal Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Structural Metal Fabricators & Fitters	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Welding, Soldering & Brazing Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Workers, Extractive Crafts, Miners	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Totals Each Column	2	0	27	0	5	0	4	0	0	0	313	2	6	0
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Grand Total All Employees 359

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

Disabled														
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AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS

As part of this Contract, the Contractor must provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Contractor in a legal or administrative proceeding alleging that Contractor 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 Contractor has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers.
- The undersigned certifies that within the past 10 years the Contractor has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor 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

Contractor Name: J.F. Brennan Company, Inc.

Certified By Tina Klinger Name Title CEO/Secretary
Tina Klinger Signature Date 3/21/2023



**ASSOCIATION OF DIVING
CONTRACTORS INTERNATIONAL**

HAVING TO PLEDGE TO SUPPORT THE PURPOSES OF THIS ASSOCIATION

**J.F.BRENNAN COMPANY, INC.
WESTERN REGION**

IS RECOGNIZED AS A GENERAL MEMBER FOR THE CURRENT YEAR
SCOPE OF WORK: COMMERCIAL DIVING AND MARINE SERVICES

2023

MEMBER # 4037

A handwritten signature in black ink, appearing to read "P. Newsum".

Phil Newsum
Executive Director





CONTRACTORS STATE LICENSE BOARD

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code and the Rules and Regulations of the Contractors State License Board, the Registrar of Contractors does hereby issue this license to:

JF BRENNAN COMPANY INC

License Number 1090233

to engage in the business or act in the capacity of a contractor in the following classifications:

A - GENERAL ENGINEERING

Witness my hand and seal this day,
April 20, 2022

Issued April 19, 2022

Susan Granzella

Susan Granzella, Board Chair

David R. Fogt

David R. Fogt, Registrar of Contractors

This license is the property of the Registrar of Contractors, is not transferable, and shall be returned to the Registrar upon demand when suspended, revoked, or invalidated for any reason. It becomes void if not renewed.



J.F. BRENNAN COMPANY, INC.

Outfall Diffuser Cleaning & Inspection for South Bay Water
Reclamation District Plant

TAB B – EXECUTIVE SUMMARY AND RESPONSES TO SPECIFICATIONS

Solicitation No. 10089963-23-J

April 6, 2023





J.F. Brennan Company, Inc.
818 Bainbridge Street
La Crosse, WI 54603
608.784.7173

April 6, 2023

City of San Diego
Procurement Contracting Officer
Attn: Janet Polite
1200 Third Avenue, Suite 200
San Diego, CA 92101

Re: Outfall Diffuser Cleaning & Inspection for South Bay Water Reclamation Plant

Janet Wise,

J.F. Brennan Company, Inc. (Brennan) is pleased to provide this Proposal in response to the **Request for Qualifications for On-Call Various Contracting Services** for the City of San Diego. Brennan is a marine construction and environmental services firm specializing in work along the inland and coastal waters of the United States. For over 100 years, we have provided quality marine construction services to heavy industry of all types with an incomparable focus on safety and quality. Our entire organization, team of engineers, and construction professionals are all grateful for the opportunity to submit this plan describing how the work can proceed in the safest, highest quality, and most efficient manner possible. After you have time to review and evaluate this information, we would welcome the opportunity for a more detailed discussion of our capacity and capabilities.

Brennan acknowledges receipt of Addendum #A issued on March 16, 2023 with this proposal response and on PlanetBids.

Thank you for your consideration. Our team is prepared to answer any questions you may have; please do not hesitate to contact us at your earliest convenience.

Sincerely,

Authorized Official for Brennan:	Primary Contact for Proposal Questions:
Tina Klinger, CFO	Lauren Collins, Senior Project Manager
818 Bainbridge Street, La Crosse, WI 54603	4411 Dupont Court #130, Ventura, CA 93003
tklinger@jfbrennan.com 608.519.5266	lcollins@jfbrennan.com 707.389.0678

Table of Contents

Information herein is released solely to City of San Diego for use in their evaluation of the qualifications of J.F. Brennan Company, Inc. Release to any third party is not permitted without written consent from J.F. Brennan Company, Inc.

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Executive Summary

Company History

Brennan is a marine construction and environmental services firm specializing in work along the inland and coastal waters of the United States. For over 100 years, we have provided quality marine construction services to heavy industry of all types with an incomparable focus on safety and quality. Our commitment to client-centric



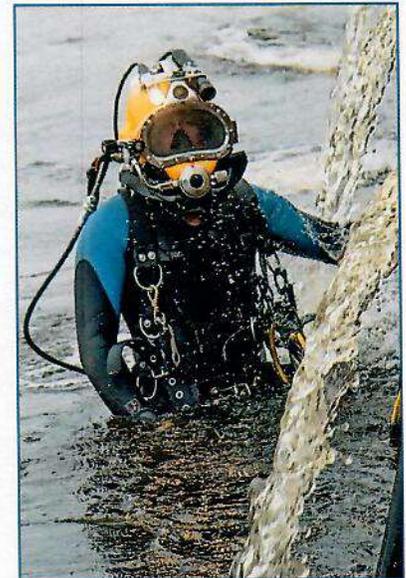
Figure 1: Coast to Coast Brennan Operations

innovation enables us to exceed expectations and deliver significant cost savings. We are a firm capable of self-performing a substantial amount of work and have the skills to manage quality local subcontractors. We have extensive expertise in challenging ventures—our experience uniquely qualifies us to use lessons learned in our implementation process to improve safety, increase efficiency, and deliver the quality you deserve. Brennan Brothers Construction began in 1919 in Lansing, IA, building county bridges and expanded over the years, focusing on marine construction. J.F. Brennan Company incorporated in 1959 in La Crosse, WI, and continued to expand, establishing

excellence in dredging, diving, environmental remediation, and other essential functions of marine construction work. The exemplary skills of our people and the specific features of our equipment generate the best results for our clients.

Experience

Every construction project requires prepared experts with the necessary knowledge and skills to work in challenging conditions. Brennan's people are marine professionals and they are fundamental to our success. Our key individuals possess comprehensive knowledge of our equipment and our high corporate expectations for safety and quality. As a union company, our team has developed—and continues to develop—positive relationships with local chapters across the country. We work with local labor forces wherever we go, imparting the Brennan culture and creating seamless teams throughout each project. We deliver flexibility by working closely with our clients and their engineers to develop and implement successful work plans. We pride ourselves on innovation and constantly strive to increase efficiency and safety, leading to cost savings for our clients. Every project can benefit from a contractor capable of carrying out its various facets. Brennan self-performs many of the projects on which we work—we understand each component of work in its entirety, making us an excellent single-source contractor. We are accountable for all aspects of work while operating transparently and coordinating efficiently, typically outsourcing only services such as electrical and fencing, and transportation and disposal of materials.



Brennan owns a large fleet of well-maintained equipment available for deployment. Our equipment is state-of-the-art, and in many cases, highly customized. We incorporate an exceptional and aggressive maintenance program, rebuilding or replacing engines, pumps, and other critical components before they break down. As a contractor, we understand that inactive equipment costs everyone

money and therefore, we work extremely hard to avoid downtime. Our projects repeatedly deliver 90% or greater uptimes.

Company Qualifications

Project Completion

Brennan takes pride in the fact that we have never failed to complete a project. When we take on a project, we evaluate all potential risks and facets of work to ensure the constructability of the project scope and that the work can safely performed, on time and within budget. We are a fourth-generation, family-owned business, and none of our ownership or executives under current management have been involved in a project that failed to meet the owner's requirements for successful completion.

Safety

Supported by a Safety department that includes 23 professionals with extensive expertise in all aspects of marine construction, Brennan brings a record of superior safety performance to our clients. Our goal is to achieve zero incidents through continuous improvement of our industry-leading safety program. Corrective and preventive action and continuous improvement processes documented within the Brennan QMS ensure effectiveness. Below is a 5-year summary of Brennan's EMR ratings which are well below the industry standard of 1.0.

Year	EMR Score
2022	0.76
2021	0.66
2020	0.59
2019	0.51
2018	0.51

We hold the safety and welfare of all individuals who are present at our work sites paramount to any other task or goal. It is Brennan's philosophy that every team member should have the expectation to go home in the same condition in which he or she arrived. We commit all necessary resources to ensure that our crews have the proper tools to safely accomplish their tasks. Individuals are encouraged to speak up with any concerns and have the right to "STOP" work at any time. This has been ingrained in our corporate culture and is reflected in our reputable safety ratings.

Our safety program begins with the knowledge and awareness of each team member. All Brennan teams are supported by knowledgeable safety professionals focused on providing proper training and resources for maintaining safe worksites. Our system often leads to innovative changes in our approach to our work because of added risks in providing quality, water-based construction services.



Underwater Dive Inspections

Our divers are experienced, certified commercial divers with the knowledge necessary to perform a thorough underwater inspection. They are familiar with marine-based structures as well as underwater construction techniques. Outfitted with state-of-the-art equipment, our divers can handle even the most challenging environments. Brennan understands an inspection is only as good as the information communicated, which is why our divers ensure our clients are provided with the highest quality work. Brennan divers investigate, record, and effectively report critical information. These reports contain detailed summaries, CAD drawings, images, and underwater video documentation to help identify any structural concerns. With more than 80+ divers on staff, Brennan provides competitive pricing and timely mobilization throughout the United States. In addition to our dive services, our underwater acoustic imaging and bathymetric surveys can offer supplementary information. Using the latest technologies, Brennan provides detailed reports, 3-dimensional models, and acoustic images that are used as precision resources for dock owners, barge terminal operators, carriers, property owners, and engineering firms. We provide several options to capture all the critical information needed to maintain structures in good operational condition.

Underwater Construction

Brennan divers are experienced, underwater construction specialists. Whether it is new construction or repair of existing infrastructure, our divers have the right training and equipment to complete a high-quality project. Backed by one of the largest fleets of inland marine construction equipment in the United States, there is no project too large or too small that we cannot accomplish.



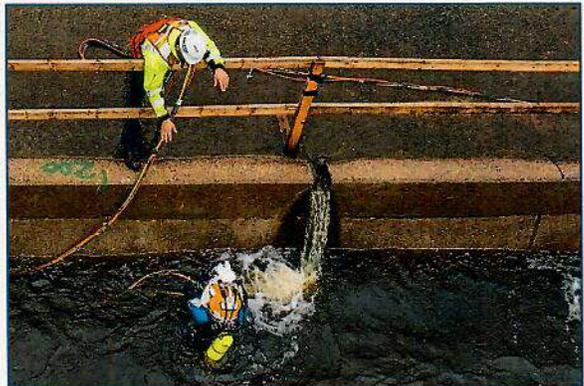
Our divers have experience managing complex dive projects and have the skills necessary to repair underwater concrete, steel, and other structures in near zero-visibility conditions. We also have the ability to perform cold-water dives, hot-water dives, contaminated environment dives, and deep dives that require a decompression chamber.

Brennan is a proud member of the Association of Dive Contractors International (ADCI), and all of our commercial divers are certified. We can mobilize anywhere in the continental United States in a timely manner while maintaining competitive rates.

Our divers excel in underwater concrete placement. This includes preplaced aggregate concrete, cast-in-place, and precast concrete. Through the use of several types of formwork, Brennan has successfully repaired ice-damaged, degraded, eroded, and broken concrete hidden below the surface of the water. We are also able to repair underwater steel structures. Specialty equipment such as underwater saws, torches, and welders enable our trained divers to remove or repair steel structures such as pipes, gate structures, trash racks, outfalls, etc.

Our abilities include:

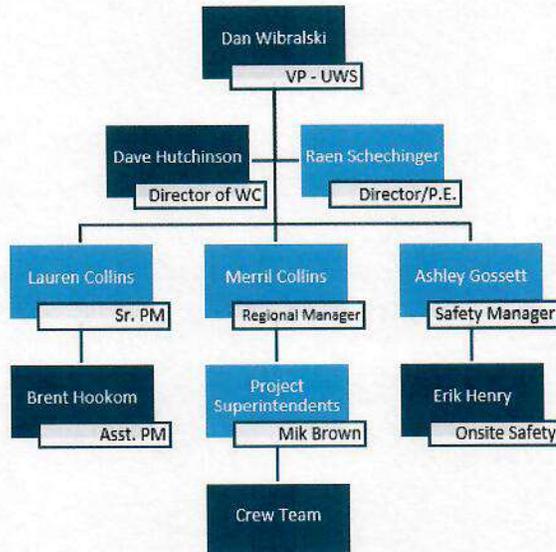
- Concrete placement



- Underwater welding
- Pressure grouting
- Plasma cutting
- Mussel surveys
- Intake cleaning
- Scour and Erosion Repair

Key Team Members

Resumes of key personnel that will be directly involved with the City of San Diego, if awarded, are included in Appendix A of this proposal section (Tab B).



The individual's experience and qualifications, including past project history, are included with the resumes included in Appendix A.

Approach to the Work

Contracts and Project Turnover

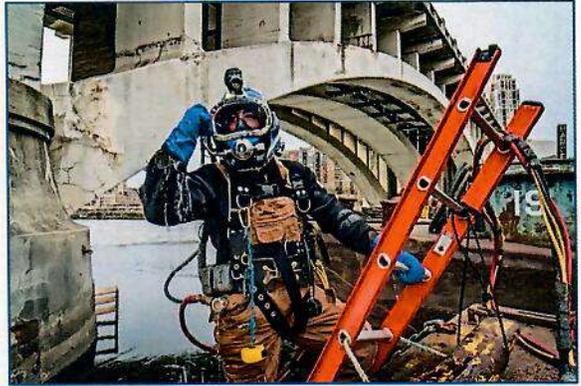
Upon award, Brennan's West Area Management staff will engage our contracts/insurance professionals and fast track the contracts process with San Diego City staff. During this project stage, an internal turnover meeting will be scheduled with our estimating group, operations group, and safety group to discuss the project ahead and identify expectations and/or any challenges. After this meeting, the diving superintendent will collaborate with our safety managers and begin drafting submittals and identifying potential risks that drive the development of AHA's and dive operations plan. Additionally, the diving superintendent will connect with our shop manager(s) and dive maintenance technicians that will begin offsite mobilization by staging and collecting all equipment maintenance records needed for this project. Once the contract is fully executed, the project manager will submit all required safety submittals and for



review and acceptance. A kick-off meeting will be scheduled with the City of San Diego stakeholders any questions or concerns will be addressed prior to mobilization.

Mobilization

Brennan will monitor the weather and schedule the work accordingly. Brennan will be mobilizing from Pacific Maritime's Yard in San Diego Bay. Brennan will utilize Pacific Maritime Group for vessel support during this project. They have been a trusted service provider for Brennan for several years on various offshore projects off the Pacific coast. To mitigate potential delays, spare diffusers and hardware will be brought to the site in the unlikely event that the divers find defects or damage to the existing diffusers during the inspection and cleaning. The Dive Superintendent will coordinate with city staff and retrieve spare diffusers from the WWTP yard. All OSHA compliant diving equipment will be trucked from our Southern California Office location in Ventura, CA to Pacific Maritime's facility adjacent to the Coronado Bridge in San Diego. Following is a general list of the surface supplied air diving spread and equipment:



- 1 ea. 8x8x8 fly-away dive shack including:
 - Surface supplied air/mixed gas diving manifold
 - ADCI compliant trauma kit w/ AED, emergency oxygen, & stokes litter basket
 - HD video system and DVR
 - 2-way audio diver communication radios
 - VHF radios and satellite phone
- 1 ea. double lock deck decompression chamber
 - Medical oxygen built in breathing system
- 1 ea. 88 CFM diving air compressor
 - Grade E air filtration and volume tanks
- 1 ea. 19 CFM auxiliary diving air compressor
- 2 ea. surface supplied diving umbilical's with HD video, dimmable LED lighting, audio, and breathing airline, & pneumofathometer
- 1 ea. diver hot water unit (to maximize production and diver comfort)
- 2 ea. 0-5k psi pressure washers
- Hand tools and spares

All gear will be deck loaded onto the back deck of the work boat, lashed and function tested prior to departure. upon acceptable function testing, the crew will depart for the ocean outfall and moor near the wye structure.

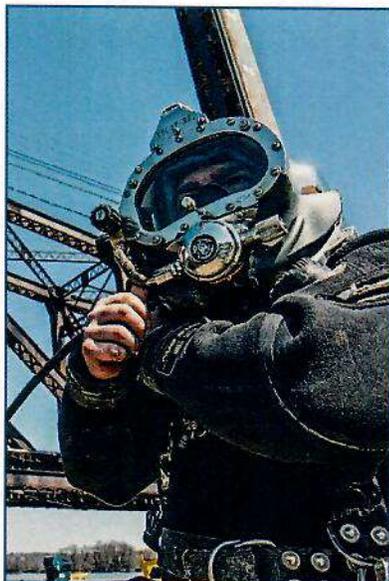
Pre-construction Video Inspections

The vessel will be equipped with GPS navigation, radar, and sonar. These systems will be utilized to position the vessel on station on a 3-point moor. Starting at the wye structure, the divers will descend and document any site deficiencies or anomalies encountered, all recorded to HD video. The divers will be instructed to inspect the entire work area notating the coverage of the capping rock, diffuser assemblies, stone guards, condition/depletion of

the aluminum anodes, and if any debris are encountered. The divers will inspect all 18 diffusers on the south leg of the outfall. The work vessel will be repositioned as required along the ±1900FT outfall leg. The dive superintendent will be in daily communication with city staff and as soon as the inspection is completed, a video inspection report will be generated on-site and submitted electronically for review. The dive team will then begin the cleaning process.

Marine Growth Removal and Post Video Inspections

After submitting the pre-cleaning inspection report, the dive team will immediately, change processes and begin cleaning the marine growth from the diffusers. Brennan intends to utilize a 0-5k psi pressure washer to efficiently remove the encrusted colonial organisms from the diffuser assemblies. Brennan divers will use a wide fan tip on the pressure washer nozzle to limit any damage to the HDPE surfaces and adjust and regulate the discharge pressure to adequately remove the hard marine growth. If required, divers will switch cleaning processes and utilize hand tools and a wire brush. After all marine growth is removed, and the diffuser head is flowing clear, Brennan dive team will inspect all connection hardware for tightness, inspect the stone shield assemblies, and the condition of the anodes. The entire cleaning process will be documented and recorded. As the individual diffusers are cleaned and inspected, again the work vessel will be relocated as needed until all diffusers identified are cleaned and inspected.



Demobilization and Close-out Submittals

Brennan team will return to port at Pacific Maritime's yard. All gear will be offloaded and returned to the Ventura shop for inspection and storage. The unused diffused assemblies will be returned to the WWTP yard. The Dive Superintendent will begin generating the final report with still photographs and all HD video. The report will be submitted within two weeks of conclusion of the project.

References

These projects were contracted and performed by Harbor Offshore, Inc. (HOI). As of April 2022, Brennan acquired HOI and it's 25 years of commercial diving and marine experience, personnel and equipment used on these projects.

Project Name:	SCI/SNI Fuel Terminal Mooring Overhaul FY 2020
Period of Performance:	2020
Owner POC:	Kyle Abramson, NAVFAC EXWC 1100 23rd Ave, Port Hueneme, CA 93043 (202) 433-5485 / kyle.abramson@navy.mil
Contract Value:	\$244,915.00
Project Description:	
HOI/Brennan was tasked with the fuel terminal overhead and subsea underwater inspections on San Clemente and San Nicholas Islands. Each fuel terminal consists of (4) moorings around a subsea pipeline end manifold (PLEM). Utilizing a crane barge and tugboat support, the PLEM hoses and pickup buoys and hardware were replaced and mooring systems inspected. An emergency repair was conducted on chain joining link (CGL) and returned to service. Lastly, divers performed underwater surveys of the seafloor and a bathycorrometer condition (CP) survey of the existing pipeline.	
Project Name:	Ocean Outfall Inspections and Mooring Buoy Repairs/Maintenance
Period of Performance:	2018-Present (annual purchase orders issued)
Owner POC:	Steve Corral, City of Santa Barbara 520 East Yanonali Street, Santa Barbara, CA 93103 (805) 568-1096 / scorral@santabarbaraCA.gov
Contract Value:	\$132,287.00
Project Description:	
HOI/Brennan has performed annual and on call inspections of the Santa Barbara Ocean Outfall since 2018. Divers are tasked with performing visual inspections of the outfall pipe, surrounding ocean bottom in the vicinity of the outfall pipe and diffuser system to note overall condition and any anomalies to ensure proper functionality of the outfall. Detailed inspection reports with HD video and still photos are provided to the owner after each annual inspection. Additionally, Brennan overhauls the outfall buoys and system components semi-annually to conduct repairs.	
Project Name:	HILO Outfall Landslide Repairs
Period of Performance:	2017
Owner POC:	Curtis Bailey, County and State of Hawaii 101 Pauahi St #7th, Hilo, HI 96720 (808) 961-8279 / public_works@hawaiiicounty.gov
Contract Value:	\$548,238.00
Project Description:	
HOI/Brennan performed offshore repairs to the outfall. Crews removed/disposed of rock and debris from inside the ocean outfall pipeline, installed weko seals to seal the pipe joints internally, performed underwater insoections and dive support and outfall dye testing to confirm seal integrity of the repairs.	

Appendix A – Key Personnel Resumes



Merril Collins

Senior Dive Manager

Profile

Accomplished marine professional with over twenty years experience in the marine construction and commercial diving industry. Skilled in a wide variety of related facets of work including project management, supervising, diving in or on hydroelectric facilities, industrial plants, dams, piers, bridges, quay walls, and potable water facilities. Excels in overall project safety, production, interaction with clients, troubleshooting, and keeping workforce on task. Accomplished in working with different government and municipal agencies and many other private companies and municipalities.

Areas of Excellence

- Project Management
- Inspection Team Supervision
- Leadership
- Client Communications

Professional Experience

J.F. Brennan Company, Inc.
Harbor Offshore, Inc.

2022–Present
2000-2022

Key Projects & Accomplishments

Regional Dive Manager

2022-Present

Pit 7 Dam Debris Boom Replacement, Project Superintendent

2021

- Contracted by PG&E to replace the existing debris boom with an upgraded debris boom system at PG&E's Pit 7 Dam located along the Pit River in Shasta County, CA. Divers assisted with the installation of the new 780 LF of HDPE debris boom and anchor blocks to ensure proper installation at the correct elevation. The old boom system was removed from the reservoir and staged onsite per direction of PG&E.

Pueblo Dam Contraction Joint Treatment, Project Superintendent

2020

- Rehabilitation of 16 individual contraction joints. Divers conducted over 3,600 SF of concrete surface preparation and 131 SF of concrete repairs to 11 buttresses in preparation for the installation of over 1,200 LF of seal plate assemblies. Divers rock drilled 2,300 holes to install drop-in wedge anchors. Additionally, divers dredged wooded debris and sediment up to 15-feet per contraction joint in order to install bottom seals at the toe of the dam in 130 feet of water at 5,000 feet of elevation.

Port Hueneme Berth 1-2 Deepening Project, Dive Supervisor

2019-2021

- Installation of a 2200 linear foot toe wall. Varied driving conditions resulted in the cut-off and modifications to the toe wall in 45 feet of water

Contra Costa Canal Siphon Cleaning Project, Project Manager

2020

- Contracted to dredge two siphons on the canal to restore their integrity to full flow. 394 cubic yards of material was removed from the 8.5 ϕ tunnel with penetrations of up to 1085'

AT&T Utility Submarine Sheds Demolition, Project Manager

2019

- Demolish and remove two submarine cable huts and timber pile structures in the San Francisco Bay
- Demolition activities included diamond wire saw cutting of concrete pile caps, sheds, and cutting/removal of timber piles

Mallard Farms/Honker Bay BAPL Installation, Dive Supervisor

2018

- Conducted jetting operations and set new 1500 linear foot pipeline in Honker Bay.



- Poe Dam Gates 1-3 Upgrades, Dive Supervisor** 2015-2018
- Performed needle beam cofferdam installation and removal for dewatering and access to radial gate
- Upper San Leandro Reservoir Tower Upgrades, Dive Supervisor** 2017-2018
- Removal and rehabilitation of tower valves, stem guides, and trash racks
- Bay Bridge East Span Demolition, Pile Driver/Welder** 2015-2017
- Assisted with removal and demolition of bridge sections
 - Daily operations consisted of crane barge management, welding, and fabrication of jack-up barges
- Embarcadero-Potrero 230 kV Transmission Cable Lay Project, Dive Supervisor** 2015
- Performed all underwater work required for the submarine cable installation support and articulated concrete mat installation support
- Chili Bar Dam LLO Gate Replacement, Lead Diver** 2014
- Removal of existing hydraulic system equipment and corroded components and installed new replacement equipment. Divers deployed and anchored specialized oil absorbent boom around the area and installed temporary containment devices during demolition of the environmentally sensitive equipment.
- San Francisco – Oakland Bay Bridge Foundations Removal, Dive Supervisor** 2011-2014
- Supervised and performed removal of over 200 steel piles for new construction of the east span of the bridge. Piles were jetted and cut 2' below waterline to satisfy owner requirements
- Priest Rapids Dam Fish Bypass, Lead Supervisor** 2011-2012
- Performed wire sawing, core drilling, concrete pouring, concrete crack repairs, and hydro demolition services.
- Rocky Reach Juvenile Fish Bypass (\$4.7MM Lump Sum), Dive Supervisor/Lead Diver** 2002-2003
- Work for Chelan County PUD to perform demolition, and removal of the existing prototype which included, underwater cutting, burning and welding on the existing structures. Core drilling and pile placement was done by divers for the installation of elements comprising the new system, this work included core drilling 3 inch to 54 inch holes and installation of 84-inch pipeline. Installation over 3,400 tons of steel fabrication and over 5,500 tons of concrete.

Education

Santa Barbara City College

A.S. – Marine Diving Technology

Training Certifications

- Surface Supplied Air Diver & Diving Supervisor
- Mixed Gas Diver & Diving Supervisor
- ADCI Nitrox Endorsement
- American Red Cross CPR/First Aid Certified
- Emergency Oxygen Provider
- 30 HR Occupational Safety and Health Administration (OSHA) Construction Safety & Health
- 40 HR Hazardous Waste Operations and Emergency Response Standard (HAZWOPER)
- U.S. Corps of Engineers – Hazardous Energy Control Program
- OSHA – Confined Space Entry
- OSHA – Bloodborne Pathogens
- ISO 9002 API AP2D Rigger
- Offshore Water Survival; Hue (Triton ST03)
- Personnel Basket/Swing Rope Training
- Safe Gulf/PEC
- H2S Safety and Respiratory Protection
- Fall Protection
- Certified Welder (structural) D.1.1
- Certified Rigger



ASHLEY GOSSETT

Diving Safety Manager

Profile

Twenty-four-year career as a US Navy diver, which culminated in holding the US Navy Master Diver qualification during the final 10 years of service. Senior management experience in developing and executing dive plans across a wide variety of areas including ship and submarine repair, maritime salvage, underwater construction, and special operations diving modeled around safety, quality assurance, and successful job completion. Subject matter expert on diving techniques, diving life support equipment maintenance, application of different breathing gas mixtures, and emergency procedures. Utilized senior leadership position as a Master Diver to drive a culture of safety during all tasks in operationally challenging environments. Oversaw identification of hazards to apply appropriate controls, reducing risks to the lowest possible level for project execution. Encouraged maximum participation during safety-related processes to obtain viewpoints from all team members.

Areas of Excellence

- Diving and topside support related to safety protocols and procedures under regulating bodies including the Occupational Safety and Health Administration (OSHA), US Army Corps of Engineers (USACE), ADCI, and International Marine Contractors Association (IMCA).
- Knowledge of safety requirements under OSHA 29 CFR 1910 & 1926 and EM 385-1-1.
- Monitoring and assessing hazardous situations and developing and implementing measures to ensure the safety of field personnel conducting commercial diving operations.
- Developing dive plans to meet project requirements safely and efficiently.
- Communicating with and assisting Brennan employees on safety-related topics.
- Effective accident and incident investigation to determine root cause leading to implementation of control measures.
- Communicating safety standards and laws to employees and supervisors through training, meetings, and new employee orientation.

Professional Experience

J.F. Brennan Company, Inc.	2022–Present
Underwater Construction Corporation	2021
Underwater Mechanix	2021
US Navy	1997–2021

Key Projects & Accomplishments from Previous Employers

US Navy Master Diver	2011–2021
Trident Refit Facility, Master Diver/Superintendent	2016–2021
Kings Bay, GA: Repair operations for the US Navy East Coast-based ballistic missile submarine fleet.	
<ul style="list-style-type: none"> • Led underwater repair operations. • Developed and applied standardized operational and safety practices during diving, lifting, and handling operations required to complete both routine and major evolutions such as propeller changeouts with single lifts exceeding 80,000 LB. • Managed safety and quality assurance programs required to accomplish work. 	
Pier 32 Construction, Naval Submarine Base	2022
New London, CT: Pier construction, including the sealing of forms prior to pour and removal of forms upon completion.	



- On-site safety supervision during diving operations.
- Coordinated with Safety leadership of prime contractor (Weeks Marine, Inc.) to ensure maintenance of all protocols and site safety requirements.

Wastewater Pipe Installation **2022**

Springfield, MA: Boring and installation of 72 IN and 48 IN pipe installation across river bottom.

- On-site safety supervision during diving operations.

Perry Nuclear Power Plant **2021**

North Perry, OH: Sediment removal required during scheduled plant shutdown.

- Developed dive plan requiring decompression protocols designed around increasing safety during increased bottom time.

V.C. Summer Nuclear Station **2021**

Jenkinsville, SC: Critical maintenance required during scheduled plant shutdown.

- On-site lead during installation of closure devices and large service pumps. Integral during identification of hazards to ensure appropriate lock-out/tag-out , allowing safe operations.

Eagle Creek Renewable Energy, Schoolfield Hydroelectric Dam **2021**

Danville, VA: Dam inspection, remediation, and repair.

- Developed dive plan for safe execution of decompression dive tables to allow for extended bottom times at altitude.

Eagle Creek Renewable Energy, Slackwater Hydroelectric Dam **2021**

Shepherdstown, WV: Dam inspection, remediation, and repair involving the removal of debris and grout application.

- Identified potential hazards to ensure adequate safety protocols during diving project operations conducted at multiple locations.

Naval Station Mayport Small Boat Basin Pier Replacement **2021**

Jacksonville, FL: Replacement of floating pier sections and associated inspections.

- Developed dive plan to meet EM 385 requirements, ensuring safe project execution involving pier pile inspection and repair as well as the execution of critical lifts required for placing dock sections.

Education

Colorado State University	Bachelor of Science, Project Management
US Navy Diving & Salvage Training Center	Master Diver First Class Diver Second Class Diver Mixed Gas Diver Salvage Construction Demolition Diver

Training / Certifications

- ADCI Air Diving Supervisor with Nitrox Endorsement
- ADCI Mixed Gas Diving Supervisor
- ADCI Surface Supplied Air & Mixed Gas Diver
- American Red Cross First Aid/CPR/AED
- Fall Protection and Confined Space
- 40 HR OSHA HAZWOPER
- USACE 40 HR EM 385-1-1 Construction Safety Hazard Awareness for Contractors
- Mine Safety and Health Administration (MSHA) New Miner 24 HR
- OSHA 30 HR Construction
- OSHA 30 HR General Industry
- Bloodborne Pathogens
- Emergency Oxygen Administration
- Boating Safety Course
- Level 1 Antiterrorism Awareness Training
- Lifting and Handling



Lauren Collins

Senior Project Manager

Profile

Talented project manager with over thirteen years in the commercial diving and marine construction industry. Efficiently and expertly manages projects and associated teams. Accomplished in estimating, project management, client relations and commercial diving operations.

Areas of Excellence

- Project Management
- Client Relations
- Estimating/Project Planning
- Dive Operations Management

Professional Experience

J.F. Brennan Company, Inc.	2022–Present
Harbor Offshore Inc.	2018–2022
Ballard Marine Construction, Inc.	2014–2018
C&W Diving Services, Inc.	2008–2014

Key Projects & Accomplishments

Senior Project Manager **2022–Present**

Pit 7 Dam Debris Boom Replacement (\$1.0MM Lump Sum), Project Manager **2021**

- Contracted by PG&E to replace the existing debris boom with an upgraded debris boom system at PG&E's Pit 7 Dam located along the Pit River in Shasta County, CA. Divers assisted with the installation of the new 780 LF of HDPE debris boom and anchor blocks to ensure proper installation at the correct elevation. The old boom system was removed from the reservoir and staged onsite per direction of PG&E.

Pueblo Dam Contraction Joint Treatment (\$2.3MM Lump Sum), Project Manager **2020**

- Rehabilitation of 16 individual contraction joints. Divers conducted over 3,600 SF of concrete surface preparation and 131 SF of concrete repairs to 11 buttresses in preparation for the installation of over 1,200 LF of seal plate assemblies. Divers rock drilled 2,300 holes to install drop-in wedge anchors. Additionally, divers dredged wooded debris and sediment up to 15-feet per contraction joint in order to install bottom seals at the toe of the dam in 130 feet of water at 5,000 feet of elevation.

P-440 Pier 8 Replacement (\$135k), Project Manager **2020**

- Performed detailed Level I inspections of over 550 concrete piles, noting any defects to the concrete during pile driving operations. Inspection of quay wall, general surveys, and wire sawing assistance was also provided

Port Hueneme Berth 1-2 Deepening Project (\$783k), Project Manager **2019-2021**

- Installation of a 2200 linear foot toe wall. Varied driving conditions resulted in the cut-off and modifications to the toe wall in 45' of water

Contra Costa Canal Siphon Cleaning Project (\$478k), Project Manager **2020**

- Contracted to dredge two siphons on the canal to restore their integrity to full flow. 394 cubic yards of material was removed from the 8.5 ϕ tunnel with penetrations of up to 1085'

AT&T Utility Submarine Sheds Demolition (\$732k), Project Manager **2019**

- Demolish and remove two submarine cable huts and timber pile structures in the San Francisco Bay
- Demolition activities included diamond wire saw cutting of concrete pile caps, sheds, and cutting/removal of timber piles



Mark Girdlestone

Dive Superintendent

Profile

Accomplished diver serving the marine construction industry on major underwater construction projects for over twenty years. Experienced in dive services both domestically and internationally.

Areas of Excellence

- Inspection Team Supervision
- Leadership
- Safety & Compliance Management
- Quality Control Management
- Client Communication

Professional Experience

J.F. Brennan Company, Inc.

2022–Present

Habor Offshore, Inc.

2000–2022

Key Projects & Accomplishments

SCI/SNI Fuel Terminal Maintenance Project, Dive Supervisor **2020**

- Performed fuel terminal overhaul and inspections on San Clemente Island and San Nicholas Island and performed emergency chain joint link repair

Folsom Dam Vessel Exclusion Barrier Repairs, Dive Supervisor **2018-2019**

- Set up modular pontoon barge and removed and replaced mooring components in depths of 120 FFW

Milton Road Flapgate Project, Dive Supervisor **2018**

- Removal and replacement of flapgates and installation of a bulkhead to prevent flooding to nearby lands

Oroville Dam Emergency Response, Foreman **2017**

- Developed a technical approach to downstream spillway repairs and deployed team and equipment to site within fourteen hours of receiving the call

Antler's Bridge Demolition, Dive Supervisor/Lead Diver **2017**

- Removal of unexploded ordnance on underwater steel truss and removal of steel truss. Performed core drilling and wire saw cutting of underwater concrete foundation piers up to depths of 120 feet of fresh water

Strontia Springs ERDS Gate Replacement, Lead Diver **2016-2017**

- Cost estimates with Guaranteed Maximum Price, schedule development, subcontract management, resource scheduling, and self-performance of work for the ERDS gate replacement
- Upstream work utilized mixed gas diving techniques and included sediment removal, removal or fixed wheel gates, bulkhead installation and removal
- Dry work consisted of repairs to the guard and control gates and tunnel lining repairs

Embarcadero-Potrero 230 kV Transmission Cable Lay Project, Dive Supervisor/Lead Diver **2015**

- Performed all underwater work required for the submarine cable installation support and articulated concrete mat installation support

San Francisco – Oakland Bay Bridge Foundations Removal, Lead Diver **2011-2014**

- Supervised and performed removal of over 200 steel piles for new construction of the east span of the bridge



- Piles were jetted and cut 2' below waterline to satisfy owner requirements

Platform Marine Growth Removal and CP Anode Inspection, Lead Diver

2009-2014

- Performed marine growth removal operations and CP anode inspections on platforms Elly, Ellen and Eureka

Platform Cleaning and Inspections, Diver

2008-2010

- Performed marine growth removal operations and underwater radiology survey of the risers integrity on platforms Harvest, Hermosa, Irene, Grace, and Gail

Education

Santa Barbara City College

Associate of Science – Marine Diving Technology
Commercial Diving

Professional Affiliations

- Association of Diving Contractors International

Training Certifications

- Surface Supplied Bell Saturation Diver
- Surface Supplied Air Diving Supervisor
- Mixed Gas Diver & Dive Supervisor
- American Red Cross CPR/First Aid Certified
- Emergency Oxygen Provider
- 30 HR Occupational Safety and Health Administration (OSHA) Construction Safety & Health
- OSHA Confined Space Entry
- Fall Protection
- U.S. Corps of Engineers – Hazardous Energy Control Program
- OSHA -Bloodborne Pathogens
- ISO 9002 API AP2D Rigger
- Offshore Water Survival; Huet (Triton ST03)
- Personnel Basket/Swing Rope Training
- Safe Gulf/PEC
- H2S Safety and Respiratory Protection
- Certified Welder (structural) D.1.1
- 40 HR Hazardous Waste Operations and Emergency Response Standard (HAZWOPER)
- ISNetworld
- Hazardous Communications
- Certified Rigger



Mik Brown

Dive Superintendent

Profile

Talented superintendent with over thirteen years of experience in the marine, underwater construction, and commercial diving industry. Skilled in a wide variety of related facets of work including project management, supervising, diving in or on hydroelectric facilities, industrial plants, dams, piers, bridges, shipwrecks, quay walls, large vessels, and potable water facilities.

Areas of Excellence

- Project Management
- Inspection Team Supervision
- Leadership
- Client Communications

Professional Experience

J.F. Brennan Company, Inc.
Harbor Offshore, Inc.

2022–Present
2000–2022

Key Projects & Accomplishments

Dive Superintendent

2022-Present

Select Accomplishments from Previous Employers

Harbor Offshore, Inc. Barrier Division, PSB Technician

2010-2022

- Maintenance, construction, and installation of Port Security Barriers and anchor systems for the U.S. Navy

P-834 Seawolf Class Service Pier Extension, Dive Supervisor

2021

Performed detailed Level 1 inspections of over 190 steel piles, noting any defects to the coating during pile driving operations. Inspections of the repaired coatings and anode welds were also completed.

- Provided client with detailed inspection reports, HD video, still photos and field notes after each inspection

NRG Forebay Demolition, Dive Supervisor

2020

- Coordinated placement of shave packs for subcontractor
- Dredged materials and demoed and rigged the individual concrete elements weighing up to 450 tons/pick

Pueblo Dam Contraction Joint Treatment, Project Manager

2019–2020

Rehabilitation of 16 individual contraction joints on the dam that had been leaking in up to 130' of water.

- Onsite fabrication of SS seal plate assemblies
- Coordination with prime contractor and US-BOR regarding onsite sponge rubber testing

Milton Road Flap Gate Replacement, Diver

2018–2020

Removal and replacement of two flap gates.

- Diving support on a culvert fitted with two flap gates

Treasure Island Aerial Relocation, Diver

2018

4-man dive team contracted for preliminary preparation of cable.

- Dive team equipped with SSDS, high-head jet pump and diver operated zero-thrust jet nozzle



OPALCO Power Cable, Diver	2017
• Diving support on power cable installation between San Juan and Lopez Islands and cable pull in on beach.	
Century Link Fiber Optic Cable, Diver	2017
• Install fiber optic cable between San Juan and Lopez Islands and remove three old cables.	
Hilo Hawaii Outfall, Diver	2017
• 175' penetration of outfall pipe to excavate and seal 14 joints using WEKO seals.	
Cutler Maine Navy Base Power Cable, Diver	2016
• Install 6.5 miles of marine power/fiber optic cable.	
Whiskeytown Lake Temperature Control Curtain, Diver	2016
• Underwater anchor hook up and installation of curtain.	
Port Gamble Bay Clean Up, Diver	2015-2016
• Underwater support for the removal of 8,500 pilings	
Priest Rapids Dam Top Spill Removal, Diver	2015
• Removal of temporary top spill used during spillway modification.	
I-90 Floating Bridge Anchor Cables, Diver	2015
• Replacement of old anchor cables/ROV inspection.	
Wanapum Dam Spillway Recovery & Mitigation, Diver	2014-2015
• Diving support for emergency crack repair, underwater drilling, sealing, and anchor installation.	
Priest Rapids Dam Fish Bypass, Diver	2011-2014
• Spillway modification diving support for a new bypass system.	
Anderson Island Cable, Diver	2010-2011
• Installation of 13,000ft of marine cable	
I-90 & 520 Floating Bridge Anchor Cables, Tender	2010
• Replacement of old anchor cables	
San Francisco Prysmian Cable, Tender	2009
• Concrete mat placement	

Education

Divers Institute of Technology

Commercial Diving

Professional Affiliations

- Association of Diving Contractors International

Training Certifications

- Surface Supplied Air Diving Supervisor
- Mixed Gas Diver & Diving Supervisor
- ADCI Nitrox Endorsement
- American Red Cross CPR/First Aid Certified
- Emergency Oxygen Provider
- U.S. Corps of Engineers – Hazardous Energy Control Program
- Certified Rigger
- OSHA – Confined Space Entry
- OSHA – Bloodborne Pathogens
- H2S Safety and Respiratory Protection
- Non-Destructive Testing Level II (UT and MP)
- ISNetwork
- Hazardous Communications
- Fall Protection



J.F. BRENNAN COMPANY, INC.

Outfall Diffuser Cleaning & Inspection for South Bay Water
Reclamation District Plant

TAB C – COST/PRICE PROPOSAL

Solicitation No. 10089963-23-J

April 6, 2023



PRICING PAGE

Schedule A. Ocean Outfall Cleaning and Inspection at South Bay Ocean Outfall

Item No.	Quantity	U/M	Description	Line Item Cost
1	1	Lump Sum	Cleaning & Inspection	\$ 110,119.00
2	1	Lump Sum	Video Recordings (before and after)	\$ 75,263.00
3	1	Lump Sum	Mobilization	\$ 84,698.00
Total Cost - Schedule A:				\$ 270,080.00

Schedule B. Performance Bond

Item No.	Quantity	U/M	Description	Line Item Cost
1	1	Lump Sum	Performance Bond	\$ 2,701.00
Total Cost - Schedule B:				\$ 2,701.00
Total Cost for Schedules A & B:				\$ 272,781.00