AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND
STEARNS, CONRAD AND SCHMIDT, CONSULTING ENGINEERS, INC.
FOR
AS-NEEDED SERVICES FOR GREENHOUSE GAS REGULATIONS FOR
LANDFILLS

CONTRACT NUMBER: H187018
# AGREEMENT FOR AS-NEEDED CONSULTANT SERVICES

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AS-NEEDED AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND STEARNS, CONRAD AND SCHMIDT, CONSULTING ENGINEERS,
INC.
FOR CONSULTANT SERVICES

THIS Agreement is made and entered into between the City of San Diego, a municipal
corporation [City], and Stearns, Conrad and Schmidt, Consulting Engineers, Inc. [Consultant]
for the Consultant to provide Professional Services to the City for Environmental
Engineering.

RECITALS

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

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

The City and the Consultant [Parties] want to enter into an Agreement whereby the
City will retain the Consultant to provide, and the Consultant shall provide, the Professional
Services on an as-needed, hourly fee basis [Agreement].

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

ARTICLE I
CONSULTANT SERVICES

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

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

1.1.1 Task Order. Prior to beginning performance in response to a Task
Order, Consultant shall complete and execute the Task Order which must be approved in
writing by the City. Each Task Order shall include a scope of Professional Services, a cost
estimate, and the time for completion. The scope of Professional Services shall include all
activities or work reasonably anticipated as necessary for successful completion of each Task
presented by the City. If prevailing wage rates apply to a Task Order then said rates shall be
in accordance with the provisions set forth in Section 4.14 of this Agreement. The date of the
City’s Request for Cost Proposal for a Task Order Letter (Proposal Letter) shall be used for
the purpose of determining which published prevailing wage rate shall apply on a Task
Order. All wage rates published and all predetermined wage rate increases known at the date of the Proposal Letter shall apply for the duration of said Task Order.

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

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

1.2 Task Administrator. The Environmental Services Department is the task administrator for this Agreement. The Consultant shall provide the Professional Services under the direction of a designated representative of the Environmental Services Department. The City's designated representative will communicate with the Consultant on all matters related to the administration of this Agreement and the Consultant’s performance of the Professional Services rendered hereunder. When this Agreement refers to communications to or with the City, those communications will be with the designated representative, unless the designated representative or the Agreement specifies otherwise. Further, when this Agreement refers to an act or approval to be performed by City, that act or approval shall be performed by the Mayor or designee, unless the Agreement specifies otherwise.

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

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

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

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

ARTICLE II
DURATION OF AGREEMENT

2.1 Term of Agreement. This Agreement shall be effective on the date it is executed by the last Party to sign the Agreement, and approved by the City Attorney in accordance with San Diego Charter Section 40. Unless otherwise terminated, this Agreement shall be effective for issuing and completing Task Orders for no more than sixty (60) months following the date of its execution by the City, unless said duration is modified in writing by an amendment to this Agreement. Any extension beyond sixty (60) months will require City Council approval via Ordinance.

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

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

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

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

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

2.7 City's Right to Terminate for Default. If the Consultant fails to perform or adequately perform any obligation required by this Agreement, the Consultant's failure constitutes a Default. A Default includes the Consultant's failure to complete the Professional Services within the time for completion as set forth in the Task Order. If the Consultant fails to satisfactorily cure a Default within ten calendar days of receiving written notice from the City specifying the nature of the Default, the City may immediately cancel and/or terminate this Agreement, and terminate each and every right of the Consultant, and any person claiming any rights by or through the Consultant under this Agreement. The rights and remedies of the City enumerated in this Section are cumulative and shall not limit, waive, or deny any of the City's rights under any other provision of this Agreement. Nor does this Section otherwise waive or deny any right or remedy, at law or in equity, existing as of the date of this Agreement or hereinafter enacted or established, that may be available to the City against the Consultant.
3.1 **Amount of Compensation.** The City shall pay the Consultant for performance of all Professional Services rendered in accordance with this Agreement, including all reasonably related expenses, in an amount not to exceed $1,500,000. The City agrees to issue at least one or more Task Orders with a minimum aggregate value of $1,000.00 to the Consultant.

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

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

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

**ARTICLE IV**

**CONSULTANT'S OBLIGATIONS**

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

4.2 **Right to Audit.**

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

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

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

4.2.2.1.1 Accounting Records. The Consultant and all Subcontractors shall maintain complete and accurate records in accordance with generally accepted accounting practices in the industry. The Consultant and Subcontractors shall make available to the City for review and audit, all Service related accounting records and documents, and any other financial data. Upon the City's request, the Consultant and Subcontractors shall submit exact duplicates of originals of all requested records to the City.

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

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

4.3 Insurance. The Consultant shall not begin the Professional Services under this Agreement until it has: (a) obtained, and provided to the City, insurance certificates reflecting evidence of all insurance as set forth herein; however, the City reserves the right to request, and the Consultant shall submit, copies of any policy upon reasonable request by the City; (b) obtained City approval of each company or companies as described in Section 4.3.3; and (c) confirmed that all policies contain the specific provisions required in Section 4.3.4 of this Agreement. However, failure to obtain the required documents prior to the Professional Services commencing shall not waive Consultant's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this Agreement, at any time. Consultant's liabilities, including but not limited to Consultant's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Except as provided for under California law, all policies of insurance required hereunder must provide that the City is entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies. Maintenance of specified insurance coverage is a material element of this Agreement and Consultant's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of contract by the City.
Further, the Consultant shall not modify any policy or endorsement thereto which increases the City's exposure to loss for the duration of this Agreement.

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

4.3.1.1 Commercial General Liability. The Consultant shall keep in full force and effect Commercial General Liability (CGL) Insurance written on an ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of $1 million per occurrence and subject to an annual aggregate of $2 million. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

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

4.3.1.3 Workers' Compensation. For all of the Consultant's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, the Consultant shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide a minimum of $1 million of employers' liability coverage, and the Consultant shall provide an endorsement that the insurer waives the right of subrogation against the City and its respective elected officials, officers, employees, agents and representatives.

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

4.3.2 Deductibles. All deductibles on any policy shall be the responsibility of the Consultant and shall be disclosed to the City at the time the evidence of insurance is provided.

4.3.3 Acceptability of Insurers.

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

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

4.3.4 Required Endorsements

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

4.3.4.1 Commercial General Liability Insurance Endorsements

ADDITIONAL INSURED. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Additional Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of (a) ongoing operations performed by you or on your behalf, (b) your products, (c) your work, including but not limited to your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled or used by you.

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

4.3.4.2 Worker’s Compensation and Employer’s Liability Insurance Endorsements

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

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

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

4.3.7 Excess Insurance. All policies providing excess coverage to the City shall follow the form of the primary policy or policies including but not limited to all endorsements.
4.4 **Subcontractors.** The Consultant's hiring or retaining of any third parties [Subcontractors] to perform services related to the Project [Subcontractor Services] is subject to prior approval by the City. The Consultant shall list on the Subcontractor List [Exhibit D, Attachment CC] all Subcontractors known to the Consultant at the time this Agreement is entered. If at any time after this Agreement is entered into, the Consultant identifies a need for addition, deletion, or substitution of Subcontractor Services, the Consultant must submit a written notice to the City requesting approval for the change modifying the Subcontractor Services. The Consultant's written notice shall include a justification, a description of the scope of services, an estimate of all costs/percentage of contract participation for the Subcontractor Services, and an updated Exhibit D, Attachment CC reflecting the requested change(s). The City agrees to consider such requests in good faith.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.6 Non-Discrimination Requirements.

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

4.6.2 Non-Discrimination Ordinance. The Consultant shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of Subcontractors, vendors or suppliers. The Consultant shall provide equal opportunity for Subcontractors to participate in subcontracting opportunities. The Consultant understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions. This language shall be in contracts between the Consultant and any Subcontractors, vendors and suppliers.
4.6.3 Compliance Investigations. Upon the City's request, the Consultant agrees to provide to the City, within sixty calendar days, a truthful and complete list of the names of all Subcontractors, vendors, and suppliers that the Consultant has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by the Consultant for each subcontract or supply contract. The Consultant further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance [San Diego Municipal Code sections 22.3501-22.3517.] The Consultant understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in remedies being ordered against the Consultant up to and including contract termination, debarment, and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance. The Consultant further understands and agrees that the procedures, remedies and sanctions provided for in the Nondiscrimination Ordinance apply only to violations of said Nondiscrimination Ordinance.

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

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

4.7.2 Drug-Free Awareness Program. The Consultant shall establish a drug-free awareness program to inform employees about all of the following:

4.7.2.1 The dangers of drug abuse in the workplace.

4.7.2.2 The policy of maintaining a drug-free workplace.

4.7.2.3 Available drug counseling, rehabilitation, and employee assistance programs.

4.7.2.4 The penalties that may be imposed upon employees for drug abuse violations.

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

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

4.8 Product Endorsement. The Consultant acknowledges and agrees to comply with the provisions of City of San Diego Administrative Regulation 95.65, concerning product endorsement. Any advertisement identifying or referring to the City as the user of a product or service requires the prior written approval of the City.
4.9 Conflict of Interest. The Consultant is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices, including but not limited to California Government Code sections 1090, et. seq. and 81000, et. seq., and the City of San Diego Ethics Ordinance, codified in the San Diego Municipal Code at sections 27.3501 to 27.3595.

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

4.9.1.1 Statements of economic interests shall be made on Fair Political Practices Commission Form 700 and filed with the City Clerk. The Consultant shall file a Form 700 (Assuming Office Statement) within thirty calendar days of the City's determination that the Consultant is subject to a conflict of interest code. The Consultant shall also file a Form 700 (Annual Statement) on or before April 1, disclosing any financial interests held during the previous calendar year for which the Consultant was subject to a conflict of interest code.

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

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

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

4.9.4 If the Consultant violates any conflict of interest law or any of the provisions in this Section 4.9, the violation shall be grounds for immediate termination of this Agreement. Further, the violation subjects the Consultant to liability to the City for attorneys' fees and all damages sustained as a result of the violation.

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

4.11 Compensation for Mandatory Assistance. The City will compensate the Consultant for fees incurred for providing Mandatory Assistance as Additional Costs under Section 3.3. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of the Consultant, its agents, officers, and employees, the Consultant shall reimburse the City. The City is then entitled to reimbursement of all fees paid to the Consultant, its agents, officers, and employees for Mandatory Assistance.

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

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

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

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

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

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

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

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

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

4.14.3.1 In addition to the requirements in 4.14.3, the Consultant and
its subconsultants shall also furnish records specified in Labor Code section 1776 directly to
the Labor Commissioner in the manner required by Labor Code section 1771.4.

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

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

4.14.6 Required Provisions for Subcontracts. Consultant shall include at a
minimum a copy of the following provisions in any contract they enter into with a
subconsultant: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815,
1860 and 1861.
4.14.7 **Labor Code Section 1861 Certification.** Consultant in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Agreement, Consultant certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Agreement."

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

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

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

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

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

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

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

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

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

4.14.12.3 List of all Subcontractors. The Consultant shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 4.14.11 above. (Labor Code section 1773.3).

ARTICLE V
RESERVED

ARTICLE VI
INDEMNIFICATION

6.1 Indemnification and Hold Harmless Agreement. With respect to any liability, including but not limited to claims asserted or costs, losses, or payments for injury to any person or property caused or claimed to be caused by the acts or omissions of the Consultant, or Consultant's employees, agents, and officers, arising out of any services performed under this Agreement, the Consultant agrees to defend, indemnify, protect, and hold harmless the City, its agents, officers, and employees from and against all liability. Also covered is liability arising from, connected with, caused by, or claimed to be caused by the passive negligent acts or omissions of the City, its agents, officers, or employees which may be in combination with the active or passive negligent acts or omissions of the Consultant, its employees, agents or officers, or any third party. The Consultant's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the active or sole negligence or sole willful misconduct of the City, its agents, officers or employees.

ARTICLE VII
MEDIATION

7.1 Mandatory Non-binding Mediation. With the exception of Sections 2.5-2.7 of this Agreement, if a dispute arises out of, or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through normal contract negotiations, prior to the initiation of any litigation, the Parties agree to attempt to settle the dispute in an amicable manner, using mandatory mediation under the Construction Industry Mediation Rules of the American Arbitration Association [AAA] or any other neutral organization agreed upon before having recourse in a court of law.
7.2 **Mandatory Mediation Costs.** The expenses of witnesses for either side shall be paid by the Party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator [Mediator], and the cost of any proofs or expert advice produced at the direct request of the Mediator, shall be borne equally by the Parties, unless they agree otherwise.

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

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

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

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

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

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

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

**ARTICLE VIII**

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

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

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

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

8.5 Subcontracting. In the event that Consultant utilizes a Subcontractor(s) for any portion of the Work that is in whole or in part of the specified Deliverable Materials to the City, the agreement between Consultant and the Subcontractor [Subcontractor Agreement] shall include a statement that identifies that the Deliverable Materials/Work product as a "work-for-hire" as defined in the Act and that all intellectual property rights in the Deliverable Materials/Work product, whether arising in copyright, trademark, service mark or other belongs to and shall vest solely with the City. Further, the Subcontractor Agreement shall require that the Subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to the City, all titles, rights and interests in and to said Work/Deliverable Materials, including all copyrights and other intellectual property rights. City shall have the right to review any Subcontractor agreement for compliance with this provision.
8.6 **Publication.** Consultant may not publish or reproduce any Deliverable Materials, for purposes unrelated to Consultant's work on behalf of the City without prior written consent of the City.

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

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

**ARTICLE IX**

**MISCELLANEOUS**

9.1 **Notices.** In all cases where written notice is required under this Agreement, service shall be deemed sufficient if the notice is deposited in the United States mail, postage paid. Proper notice shall be effective on the date it is mailed, unless provided otherwise in this Agreement. For the purpose of this Agreement, unless otherwise agreed in writing, notice to the City shall be addressed to: Environmental Services Department, c/o Luis Campos, MS 1103–A, 9601 Ridgehaven Court, San Diego, CA 92123, and notice to the Consultant shall be addressed to: Stearns, Conrad and Schmidt, Consulting Engineers, Inc., Steven Cooper, 8799 Balboa Ave, Suite 290. San Diego, CA 92123, scooper@scsengineers.com.

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

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

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

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

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

9.7 Compliance with Controlling Law. The Consultant shall comply with all laws,
ordinances, regulations, and policies of the federal, state, and local governments applicable
to this Agreement. In addition, the Consultant shall comply immediately with all directives
issued by the City or its authorized representatives under authority of any laws, statutes,
ordinances, rules, or regulations. The laws of the State of California shall govern and control
the terms and conditions of this Agreement.

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

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

9.10 Integration. This Agreement and the Exhibits and references incorporated into
this Agreement fully express all understandings of the Parties concerning the matters
covered in this Agreement. No change, alteration, amendment, or modification of the terms
or conditions of this Agreement, and no verbal understanding of the Parties, their officers,
agents, or employees shall be valid unless made in the form of a written change agreed to in
writing by both Parties. All prior negotiations and agreements are merged into this
Agreement.
9.11 **Counterparts.** This Agreement may be executed in counterparts, which when taken together shall constitute a single signed original as though all Parties had executed the same page.

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

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

9.14 **Additional Consultants or Contractors.** The City reserves the right to employ, at its own expense, such additional Consultants or contractors as the City deems necessary to perform work or to provide the Professional Services in the Scope of Services as described in issued Task Orders.

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

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

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

9.18 **Signing Authority.** The representative for each Party signing on behalf of a corporation, partnership, joint venture or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, or entity and agrees to hold the other Party or Parties hereto harmless if it is later determined that such authority does not exist.

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

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

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

9.23 Contractor Standards. This Agreement is subject to the Contractor Standards clause of the Municipal Code Chapter 2, Article 2, Division 30 adopted by Ordinance No. 0–20316. All consultants are required to complete the Contractor Standards Pledge of Compliance included herein as Exhibit G.

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

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

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

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

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

It will be the Consultant's obligation to defend, at Consultant's expense, any legal actions or challenges seeking to obtain from the City any information requested under the California Public Records Act withheld by the City at the Consultant's request. Furthermore, the Consultant shall indemnify the City and hold it harmless for any claim or liability, and defend any action brought against the City, resulting from the City's refusal to release information requested under the Public Records Act withheld at Consultant's request.
Nothing in this Agreement creates any obligation for the City to notify the Consultant or obtain the Consultant's approval or consent before releasing information subject to disclosure under the California Public Records Act.

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

The remainder of this page has intentionally been left blank.
IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor, pursuant to Resolution Number K-31255.1, authorizing such execution, and by the Consultant pursuant to the Certificate of Secretary.

I HEREBY CERTIFY I can legally bind Stearns, Conrad and Schmidt, Consulting Engineers, Inc. and that I have read all of this Agreement, this 24th day of May, 2019.

By ____________________________
Patrick Sullivan
Sr. Vice President

Dated this 8th day of August, 2019.
THE CITY OF SAN DIEGO
Mayor or Designee

By ____________________________
Cindy Crocker
Principal Contract Specialist
Public Works Contracts

I HEREBY APPROVE the form of the foregoing Agreement this 3rd day of September, 2019.

MARA W. ELLIOTT, City Attorney

By ____________________________
Deputy City Attorney
AS-NEEDED CONSULTANT AGREEMENT
EXHIBITS
SCOPE OF SERVICES

1.0 BACKGROUND

At its June 25, 2009, public hearing, the California Air Resources Board (ARB or Board) approved for adoption California Code of Regulations, title 17, article 4, subarticle 6, sections 95460 to 95476, Methane Emissions from Municipal Solid Waste Landfills. This regulation is a discrete early action greenhouse gas reduction measure, as described in the California Global Warming Solutions Act of 2006 (Assembly Bill 32; Stats. 2006, chapter 488). The California ARB prepares and approves a Scoping Plan for achieving the maximum technologically feasible and cost-effective reductions in GHG emissions from sources or categories of sources of GHGs by 2020, and updates the Scoping Plan every five years. The last Scoping Plan update was released by California ARB in May, 2014. The City requires specialized services provided by CONSULTANT to demonstrate compliance with these regulations at City landfills.

Also in response to the Federal FY2008 Consolidated Appropriations Act (H.R. 2764; Public Law 110–161), EPA has issued the Final Mandatory Reporting of Greenhouse Gases Rule. The rule requires reporting of greenhouse gas (GHG) emissions from large sources and suppliers in the United States, and is intended to collect accurate and timely emissions data to inform future policy decisions.

In addition, the City must comply with any other existing or new local, state, and federal rules and regulations pertaining to greenhouse gases at City landfills.

2.0 DESCRIPTION OF SERVICES

CONSULTANT will provide Professional Services including, but not limited to:

2.1 Assist the City of San Diego in complying with local, California state and federal greenhouse gas regulations pertaining to landfills.

2.2 Provide assistance with integrated and instantaneous surface emissions
monitoring and report preparation.

2.3 Provide landfill gas generation modeling, calculations and reporting.

2.4 Supply landfill flare source testing; landfill flare gas monitoring and reporting.

2.5 Develop plans (shall not include architectural/engineering related plans, specifications, drawings, data or recommendations) and strategies to control and/or manage landfill gases/odors.

2.6 Act as liaison with regulatory agencies.

2.7 Fulfill other requirements of the regulations pertaining to landfills.

These services include coordinating with operators of gas collection systems, responding to changes in various programs, meeting with program management and regulatory agencies staff when appropriate, and providing scope of professional services, cost estimates and timelines in response to Task Order Authorizations.

3.0 CITY’S RESPONSIBILITIES

3.1 The CITY shall provide CONSULTANT with the requirements of individual Tasks through Task Order Authorizations.

3.2 The CITY shall provide pertinent site information, maps, data, copies of available historical records in its possession and contact to other CITY services vendors requested by the CONSULTANT.

3.3 The CITY shall notify CONSULTANT of administrative procedures required and representatives authorized to act in its behalf.

4.0 CONSULTANT’S RESPONSIBILITIES

3.1 The CONSULTANT shall provide the CITY with professional services required for compliance with City, state, and federal laws and regulations pertinent to each landfill project task.

3.2 The CONSULTANT shall be responsible for ensuring that each project
task is performed in compliance with all applicable codes, laws, and regulations including, but not limited to, the Code of Federal Regulations, the California Health and Safety Code, and the California Code of Regulations.

3.3 The CONSULTANT shall, as required, prepare reports for review by appropriate regulatory agencies including, but not limited to the following:

3.3.1 The San Diego Air Pollution Control District,

3.3.2 The California Air Resources Board,

3.3.3 U.S. Environmental Protection Agency (EPA) Region 9, and

3.3.4 Local Enforcement Agency of the California Department of Resources Recycling and Recovery (CalRecycle).

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

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

<table>
<thead>
<tr>
<th>Part B</th>
<th>Task Order Compensation</th>
</tr>
</thead>
<tbody>
<tr>
<td>City shall pay Consultant for the Professional Services required by this Task Order in accordance with Article III of the Agreement.</td>
<td></td>
</tr>
<tr>
<td>The not to exceed cost of the Scope of Services for this Task Order is $_________.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Part C</th>
<th>Personnel Commitment</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Scope of Services shall be performed by Consultant's personnel in the number and classifications required by City.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Part D</th>
<th>Time Sequence</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Professional Services to be performed under this Task Order shall be completed by _________, and as set forth in the Task Order Scope of Services.</td>
<td></td>
</tr>
</tbody>
</table>

City of San Diego

Recommended For Approval:

Approved By:

Name: (Type)

Title:

Date:

Consultant

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

By:
### SCS Engineers Fee Schedule

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate/Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clerical</td>
<td>74</td>
</tr>
<tr>
<td>Administrative/Secretarial</td>
<td>84</td>
</tr>
<tr>
<td>Technician</td>
<td>88</td>
</tr>
<tr>
<td>CAD Drafter</td>
<td>94</td>
</tr>
<tr>
<td>Senior Engineering Technician</td>
<td>99</td>
</tr>
<tr>
<td>Associate Staff Professional</td>
<td>101</td>
</tr>
<tr>
<td>Assistant Office Services Manager/Project Administrator</td>
<td>108</td>
</tr>
<tr>
<td>Project Analyst</td>
<td>110</td>
</tr>
<tr>
<td>Office Services Manager/Senior Project Administrator</td>
<td>114</td>
</tr>
<tr>
<td>CAD Designer</td>
<td>115</td>
</tr>
<tr>
<td>Staff Professional I</td>
<td>120</td>
</tr>
<tr>
<td>Senior Office Services Manager</td>
<td>125</td>
</tr>
<tr>
<td>Staff Professional II</td>
<td>129</td>
</tr>
<tr>
<td>Staff Professional III</td>
<td>136</td>
</tr>
<tr>
<td>Project Professional I</td>
<td>147</td>
</tr>
<tr>
<td>Project Professional II</td>
<td>157</td>
</tr>
<tr>
<td>Senior Project Professional I</td>
<td>165</td>
</tr>
<tr>
<td>Senior Project Professional II</td>
<td>177</td>
</tr>
<tr>
<td>Senior Project Professional III</td>
<td>188</td>
</tr>
<tr>
<td>Certified Industrial Hygienist</td>
<td>194</td>
</tr>
<tr>
<td>Project Manager I</td>
<td>200</td>
</tr>
<tr>
<td>Project Manager II</td>
<td>210</td>
</tr>
<tr>
<td>Senior Certified Industrial Hygienist</td>
<td>215</td>
</tr>
<tr>
<td>Project Manager III</td>
<td>220</td>
</tr>
<tr>
<td>Senior Project/Technical Manager</td>
<td>236</td>
</tr>
<tr>
<td>Senior Project Advisor</td>
<td>247</td>
</tr>
<tr>
<td>Project Director I</td>
<td>253</td>
</tr>
<tr>
<td>Project Director II</td>
<td>260</td>
</tr>
<tr>
<td>Principals</td>
<td></td>
</tr>
</tbody>
</table>

### SCS Field Services Fee Schedule

<table>
<thead>
<tr>
<th>Technical Field Personnel</th>
<th>Rate ($/)/Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>Laborer</td>
<td>55</td>
</tr>
<tr>
<td>Fusion Technician</td>
<td>72</td>
</tr>
<tr>
<td>Technician</td>
<td>77</td>
</tr>
<tr>
<td>Equipment Operator</td>
<td>85</td>
</tr>
<tr>
<td>Systems Specialist</td>
<td>80</td>
</tr>
<tr>
<td>Foreman</td>
<td>92</td>
</tr>
<tr>
<td>Plant Operator</td>
<td>92</td>
</tr>
<tr>
<td>Senior Technician</td>
<td>100</td>
</tr>
<tr>
<td>Superintendent</td>
<td>108</td>
</tr>
<tr>
<td>Position</td>
<td>Rate ($)/Hour</td>
</tr>
<tr>
<td>----------------------------------------------</td>
<td>---------------</td>
</tr>
<tr>
<td>Mechanic</td>
<td>115</td>
</tr>
<tr>
<td>Controls Specialist</td>
<td>135</td>
</tr>
<tr>
<td>Senior Superintendent</td>
<td>135</td>
</tr>
<tr>
<td>Secretarial</td>
<td>54</td>
</tr>
<tr>
<td>Project Administrator</td>
<td>73</td>
</tr>
<tr>
<td>Field Data Analyst</td>
<td>80</td>
</tr>
<tr>
<td>Senior Project Administrator</td>
<td>85</td>
</tr>
<tr>
<td>Project Coordinator/Accountant</td>
<td>100</td>
</tr>
<tr>
<td>Designer/Drafter</td>
<td>110</td>
</tr>
<tr>
<td>Field Project Coordinator</td>
<td>135</td>
</tr>
<tr>
<td>Project Professional/H&amp;S Specialist</td>
<td>125</td>
</tr>
<tr>
<td>Sr. H&amp;S Advisor</td>
<td>152</td>
</tr>
<tr>
<td>Regional Field Compliance Auditor</td>
<td>165</td>
</tr>
<tr>
<td>Controls &amp; Instrument Engineer</td>
<td>165</td>
</tr>
<tr>
<td>System Integrator/Product Manager</td>
<td>185</td>
</tr>
<tr>
<td>Product Development Manager</td>
<td>180</td>
</tr>
<tr>
<td>Senior Project Professional</td>
<td>200</td>
</tr>
<tr>
<td>Project Manager/H&amp;S/National Compliance Manager</td>
<td>198</td>
</tr>
<tr>
<td>National RMC Director</td>
<td>200</td>
</tr>
<tr>
<td>Sr. Project Manager</td>
<td>210</td>
</tr>
<tr>
<td>Sr. Project Advisor</td>
<td>235</td>
</tr>
<tr>
<td>Regional Manager/Project Director</td>
<td>250</td>
</tr>
</tbody>
</table>

**General Terms**

1. The above rates include salary, overhead, and profit. Other charges, such as non-SCS owned construction equipment, materials, freight, permits, fees, taxes, tolls and other costs which may be incurred for the project, will be billed at a cost. The costs of equipment owned by SCS will not be subject to administrative mark-up. Trucks will be charged at $18.00/hour. (No administrative mark-up will be applied to charges for company owned vehicles)

2. Rates for Principals may be negotiated on a project-specific basis. For special situations, such as expert testimony or international assignments, hourly rates will be on an individually negotiated basis. Typically these rates are $285/hour for Vice Presidents and other principals and $315/hour for Senior Vice Presidents and Senior Executives.

3. A minimum of four (4) hours will be billed for any service requested which is not conducted in conjunction with an on-going project (including call-outs after normal work hours), and will be charged portal-to-portal from SCS offices.

4. For operation, construction, and/or repair work performed on weekends and/or nights (if work exceeds 8 hours in a day), 40 percent will be added to the above rates. For work performed on City recognized holidays or beyond 12 hours in a day, 70 percent will be added to the above rates.
5. These rates are based on non-union, prevailing wage scales.

6. Costs for equipment and analysis will be billed in accordance with the rates contained on the SCS Field Services Standard Fee Schedule for Equipment and Analysis.

**Fee Schedule for Equipment and Analysis**

**City of San Diego**

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Daily Rate</th>
<th>Weekly Rate</th>
<th>Monthly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>GEM 2000 NAV/5000 NAV/Envision Gas Analyzer(s):</td>
<td>185/day</td>
<td>555/week</td>
<td>1,665/month</td>
</tr>
<tr>
<td>H₂S Gas Pod/CO Gas Pod</td>
<td>10/day</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SEM 500/TVA 2020/TDL 500/Site FID Emissions Monitor:</td>
<td>185/day</td>
<td>555/week</td>
<td>1,665/month</td>
</tr>
<tr>
<td>Q Rae Gas Analyzer O₂/H₂S/CO/Combustibles</td>
<td>50/day</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Micro Max Gas Analyzer O₂/H₂S/CO/COI Combustibles</td>
<td>50/day</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4-Gas Meter</td>
<td>50/day</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Magnehelic Pressure Set</td>
<td>20/day</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Digital Readout Thermocouple</td>
<td>25/day</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dräger Detector Tubes/Pump</td>
<td>15/each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dewatering Pump (Trash Pump)</td>
<td>45/day</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MiniRae 2000/3000 PID:</td>
<td>150/day</td>
<td>500/week</td>
<td>1,500/month</td>
</tr>
<tr>
<td>Air Sampling Station:</td>
<td>50/day</td>
<td>200/week</td>
<td></td>
</tr>
<tr>
<td>Pipe Laser:</td>
<td>50/day</td>
<td>220/week</td>
<td></td>
</tr>
<tr>
<td>Water Trailer</td>
<td>75/day</td>
<td></td>
<td></td>
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<tr>
<td>PAS 3000 Personal Air Sampling Pump</td>
<td>25/day</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tedlar Bag (10-Liter)</td>
<td>40/each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Non-Contaminating Air Sampling Pump</td>
<td>25/day</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interface Probe</td>
<td>50/day</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Handheld GPS:</td>
<td>50/day</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Equipment</td>
<td>Rate ($)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-----------------------------------</td>
<td>----------</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Submersible Pump:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Daily Rate</td>
<td>50/day</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Weekly Rate</td>
<td>150/week</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Monthly Rate</td>
<td>450/month</td>
<td></td>
<td></td>
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<tr>
<td><strong>Water Level Indicator:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Daily Rate</td>
<td>20/day</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Weekly Rate</td>
<td>60/week</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Monthly Rate</td>
<td>180/month</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>100-Foot Temperature Probe:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Daily Rate</td>
<td>15/day</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Weekly Rate</td>
<td>45/week</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Monthly Rate</td>
<td>135/month</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Teflon Well Bailer</strong></td>
<td>10/each</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Vacuum Box/Carbon Canister and Blower</strong></td>
<td>150/day</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Tool Truck</strong></td>
<td>144/day</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>No. 14 P.E. Fusion Machine (1”-4”):</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Daily Rate</td>
<td>90/day</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Weekly Rate</td>
<td>450/week</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Monthly Rate</td>
<td>1,800/month</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>No. 26 P.E. Fusion Machine (2”-6”):</strong></td>
<td></td>
<td></td>
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<tr>
<td>Daily Rate</td>
<td>125/day</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Weekly Rate</td>
<td>625/week</td>
<td></td>
<td></td>
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<tr>
<td>Monthly Rate</td>
<td>2,500/month</td>
<td></td>
<td></td>
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<tr>
<td><strong>No. 28 P.E. Fusion Machine (2”-8”):</strong></td>
<td></td>
<td></td>
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<tr>
<td>Daily Rate</td>
<td>160/day</td>
<td></td>
<td></td>
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<tr>
<td>Weekly Rate</td>
<td>800/week</td>
<td></td>
<td></td>
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<tr>
<td>Monthly Rate</td>
<td>3,200/month</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>No. 412 P.E. Fusion Machine (4”-12”):</strong></td>
<td></td>
<td></td>
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<tr>
<td>Daily Rate</td>
<td>250/day</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Weekly Rate</td>
<td>1,250/week</td>
<td></td>
<td></td>
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<tr>
<td>Monthly Rate</td>
<td>5,000/month</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>No. 618 P.E. Fusion Machine (6”-18”):</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Daily Rate</td>
<td>450/day</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Weekly Rate</td>
<td>2,250/week</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Monthly Rate</td>
<td>9,000/month</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>No. 824 P.E. Fusion Machine (8”-24”):</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Daily Rate</td>
<td>800/day</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Weekly Rate ........................................................................................................... 4,000/week
Monthly Rate........................................................................................................... 16,000/month

Trackstar 500 Fusion Machine
- Daily Rate ........................................................................................................... 425/day
- Weekly Rate ........................................................................................................... 1,500/week
- Monthly Rate ........................................................................................................ 4,050/month

Sidewinder Fusion Machine ................................................................................................. 100/day

Electrofusion Processor Machine:
- Daily Rate ........................................................................................................... 150/day
- Weekly Rate ........................................................................................................... 750/week
- Monthly Rate ........................................................................................................ 3,000/month

Leister Extrusion Welding Gun ...................................................................................... 120/day

Air Compressor ............................................................................................................. 60/day

Arc Welder .................................................................................................................... .75/day

Generator (3,500-Watt) ............................................................................................... .45/day

Generator (5,000-Watt) ............................................................................................... .60/day

Generator (6,000-Watt):
- Daily Rate ........................................................................................................... 65/day

Generator (8,000 Watt):
- Daily Rate ........................................................................................................... 75/day
- Weekly Rate ........................................................................................................... 225/week

Isolation Pinch-off Tools:
- Daily Rate ........................................................................................................... 25/day
- Weekly Rate ........................................................................................................... 75/week
- Monthly Rate ........................................................................................................ 225/month

Plate Compactor ............................................................................................................ 75/day

Rammer/Jumping Jack Compactor .................................................................................. 75/day

4-Wheeler (ATV):
- Daily Rate ........................................................................................................... 50/day
- Weekly Rate ........................................................................................................... 150/week
- Monthly Rate ........................................................................................................ 450/month

4-Wheeler with 44" Mow Deck:
- Daily Rate ........................................................................................................... 100/day
- Weekly Rate ........................................................................................................... 300/week
- Monthly Rate ........................................................................................................ 900/month

Riding Mower:
EXHIBIT C

- Daily Rate .................................................. 175/day
- Weekly Rate ............................................. 525/week
- Monthly Rate ........................................... 1,575/month

Chain Saw:
- Daily Rate .................................................. 10/day
- Weekly Rate ............................................. 30/week
- Rate ($)

Horiba Water Quality Meter:
- Daily Rate .................................................. 40/day
- Weekly Rate ............................................. 120/week
- Monthly Rate ........................................... 360/month

Hydrogen Sulfide Meter:
- Daily Rate .................................................. 100/day
- Weekly Rate ............................................. 300/week
- Monthly Rate ........................................... 900/month

Infrared Thermometer:
- Daily Rate .................................................. 10/day
- Weekly Rate ............................................. 30/week
- Monthly Rate ........................................... 90/month

Micropurge Flow Cell (Groundwater):
- Daily Rate .................................................. 100/day
- Weekly Rate ............................................. 300/week
- Monthly Rate ........................................... 900/month

Oilless Compressor and Control Box (Groundwater):
- Daily Rate .................................................. 75/day
- Weekly Rate ............................................. 225/week
- Monthly Rate ........................................... 675/month

Earth/Resistance Tester:
- Daily Rate .................................................. 100/day
- Weekly Rate ............................................. 300/week
- Monthly Rate ........................................... 900/month

Pitot Tube and Gauges:
- Daily Rate .................................................. 10/day
- Weekly Rate ............................................. 30/week
- Monthly Rate ........................................... 90/month

Pressure Washer:
- Daily Rate .................................................. 50/day
- Weekly Rate ............................................. 150/week
- Monthly Rate ........................................... 300/month

Turbidity Meter/Conductivity Meter:
- Daily Rate .................................................. 25/day
- Weekly Rate ............................................. 75/week
- Monthly Rate ........................................... 225/month
Vacuum Air Pump:
- Daily Rate ................................................................. 100/day
- Weekly Rate ........................................................... 300/week
- Monthly Rate ......................................................... 900/month

Downhole Video Camera System .............................................. 200/day

Weed Trimmer:
- Daily Rate ................................................................. 25/day
- Weekly Rate ............................................................ 75/week
- Monthly Rate .......................................................... 225/month

Safety Equipment:
- Tyvek Suit (each) .......................................................... 15/each
- Polyethylene suit (each) .................................................. 20/each
- Nitrile gloves (per pair) .................................................. 15/each
- PVC Gloves (per pair) .................................................... 15/each
- Rubber booties (per pair) ................................................ 15/each
- Organic Vapor Cartridges (per pair) ................................. 20/each
- Organic Vapor/Acid Cartridges (per pair) ......................... 25/each
- Cartridges pre-filters (per pair) ........................................ 15/each
- Half face respirator (each) .............................................. 20/day
- Full face respirator (each) ............................................. 25/day
- Ventilator/manhole blowers ............................................ 25/day
- Parachute harness ....................................................... 10/day

Tripod:
- Daily Rate ................................................................. 35/day
- Weekly Rate ............................................................ 105/week
- Monthly Rate .......................................................... 315/month
- SCBA ................................................................. 55/day

General Terms
1. EQUIPMENT USAGE RATES ARE EXCLUSIVE OF FREIGHT CHARGES TO AND FROM THE PROJECT SITE. FREIGHT IS AN ADDITIONAL EXPENSE CHARGEABLE TO THE CITY.

2. RATES FOR MOBILE BLOWER/FLARE STATIONS ARE EXCLUSIVE OF EXPENSES FOR MOBILIZATION AND DEMOBILIZATION, ELECTRIC LINE INSTALLATION, ELECTRICITY, GENERATORS, FUEL, PERMITS, OR ANY REQUIRED ROUTINE OR NON ROUTINE OPERATION AND MAINTENANCE. THESE EXPENSES ARE CHARGED TO THE CITY SEPARATELY.

3. SHIPPING, SUPPLIES, EQUIPMENT RENTAL, MATERIALS, VEHICLE MILEAGE, AND OTHER NON-LABOR EQUIPMENT COSTS ASSOCIATED WITH THE RENTAL OF EQUIPMENT OWNED BY SCS ARE BILLED AT COST.
4. EQUIPMENT RENTED WILL BE CHARGED PORTAL-TO-PORTAL FROM SCS FIELD SERVICES OFFICES. RENTER IS RESPONSIBLE FOR RETURN CHARGES.

5. THE COST OF EQUIPMENT OWNED BY SCS FIELD SERVICES WILL NOT BE SUBJECT TO ADMINISTRATIVE MARK-UP.

NOTE:

- Mileage reimbursement rate will be at current City of San Diego mileage rate (mileage log required).

- Travel expenses for the lowest cost effective Air Fare, Train, and/or Car Rental, will be reimbursed at actual costs (receipts required).

- Lodging and Per Diem will be reimbursed at actual costs (receipts required) up to the maximum allowance for the San Diego area as published/posted on the U.S. General Services Administration website (http://www.gsa.gov/portal/category/100120).

- All subconsultant costs are reimbursed as a “direct expense” at actual costs (invoice/receipts required).

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

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

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

### II. Nondiscrimination in Contracting Ordinance

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

#### A. Disclosure of Discrimination Complaints (Attachment AA)

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

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

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

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

A. **Nondiscrimination in Employment.** Consultant shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Consultant shall provide equal opportunity in all employment practices. Consultants shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Consultant liable for any discriminatory practice of its subcontractors.

B. **Work Force Report.** If based on a review of the Work Force Report (Attachment BB) submitted an EOCP staff Work Force Analysis determines there are under representations when compared to County Labor Force Availability data, then the Consultant will also be required to submit an Equal Employment Opportunity (EEO) Plan to the Program Manager of the City of San Diego Equal Opportunity Contracting Program (EOCP) for approval.

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

IV. **Small and Local Business Program Requirements.** The City has adopted a Small and Local Business Enterprise (SLBE) program for consultant contracts. SLBE program requirements for consultant contracts are set forth Council Policy 100-10.

A. **SLBE and ELBE Participation for Contracts Valued Over $50,000:**

1. For all consultant contracts, the City shall apply a maximum of an additional 12 points for SLBE or ELBE participation, to the proposer’s subtotal maximum evaluation points.
EXHIBIT D

Additional points will be awarded as follows to achieve the proposer’s final maximum evaluation points:

a. If the proposer achieves 20% participation, apply 5 points to the proposer’s score; or
b. If the proposer achieves 25% participation, apply 10 points to the proposer’s score; or
c. If the prime consultant is a SLBE or an ELBE, apply 12 points to the proposer’s score.

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

V. Maintaining Participation Levels.

A. Bid discounts and additional points are based on the Consultant’s level of participation prior to the award of goods, services, or consultant contract. Consultants are required to achieve and maintain the SLBE or ELBE participation levels throughout the duration of the goods, services, or consultant contract.

B. If the City modifies the original specifications, the Consultant shall make reasonable efforts to maintain the SLBE or ELBE participation for which the bid discount or additional points were awarded. The City must approve in writing the reduction in SLBE or ELBE participation levels.

C. The Consultant shall notify and obtain written approval from the City in advance of any reduction in subcontract scope, termination, or substitution for a designated SLBE or ELBE subcontractor.

D. Consultant’s failure to maintain SLBE or ELBE participation levels as specified in the goods, services, or consultant contract shall constitute a default and grounds for debarment under Chapter 2, Article 2, Division 8, of the San Diego Municipal Code.

E. The remedies available to the City under Council Policy 100-10 are cumulative to all other rights and remedies available to the City.

VI. Definitions.

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

To determine whether an SLBE/ELBE is performing a commercially useful function, an evaluation will be performed of the amount of work subcontracted, normal industry practices, whether the amount the SLBE/ELBE firm is to be paid under the contract is commensurate with the work it is actually performing and the SLBE/ELBE credit claimed for its performance of the work, and other relevant factors. Specifically, a SLBE/ELBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of meaningful and useful SLBE/ELBE participation, when in similar transactions in which SLBE-ELBE firms do not participate, there is no such role performed.
Disadvantaged Business Enterprise (DBE): a certified business that is (1) at least fifty-one (51\%) owned by socially and economically Disadvantaged Individuals, or, in the case of a publicly owned business at least fifty-one percent (51\%) of the stock is owned by one or more socially and economically Disadvantaged Individuals; and (2) whose daily business operations are managed and directed by one or more socially and economically disadvantaged owners. Disadvantaged Individuals include Black Americans, Hispanic Americans, Asian Americans, and other minorities, or individual found to be disadvantaged by the Small Business Administration pursuant to Section 8 of the Small Business Reauthorization Act.

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

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

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

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

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

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

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

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

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

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

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

VII. **Certifications.**

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

- Current certification by the State of California Department of Transportation (CALTRANS) as DBE.
- Current MBE or WBE certification from the California Public Utilities Commission.
- DVBE certification is received from the State of California’s Department of General Services, Office of Small and Minority Business.
- Current certification by the City of Los Angles as DBE, WBE or MBE.
- Current certification by the U.S. Small Business Association as SDB, WOSB, SDVOSB, or Hubzone.

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

VIII. **List of Attachments.**

- AA. Disclosure of Discrimination Complaints
- BB. Work Force Report
- CC. Subcontractors List
**DISCLOSURE OF DISCRIMINATION COMPLAINTS**

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

**CHECK ONE BOX ONLY.**

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

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

<table>
<thead>
<tr>
<th>DATE OF CLAIM</th>
<th>LOCATION</th>
<th>DESCRIPTION OF CLAIM</th>
<th>LITIGATION (Y/N)</th>
<th>STATUS</th>
<th>RESOLUTION/REMEDIAL ACTION TAKEN</th>
</tr>
</thead>
<tbody>
<tr>
<td>March 2018</td>
<td>CA</td>
<td>Wrongful termination/discrimination</td>
<td>Y</td>
<td>Pending</td>
<td>Pending</td>
</tr>
<tr>
<td>August 2014</td>
<td>GA</td>
<td>Wrongful termination/discrimination</td>
<td>N</td>
<td>Settled</td>
<td>SCS maintains a strong anti-harassment and non-discrimination policy</td>
</tr>
<tr>
<td>February 2011</td>
<td>VA</td>
<td>Wrongful termination/discrimination</td>
<td>N</td>
<td>Resolved with no settlement</td>
<td>N/A</td>
</tr>
</tbody>
</table>

Design Professional Name: SCS Engineers

Certified By: Patrick Sullivan

Title: Sr. Vice President

Date: 5/22/19

USE ADDITIONAL FORMS AS NECESSARY

Equal Opportunity Contracting Program 12/2015
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: Stearns, Conrad, and Schmidt Consulting Engineers, Inc.

ADA/DBA: SCS Engineers

Address (Corporate Headquarters, where applicable): 3900 Kilroy Airport Way, Suite 100

City: Long Beach County: Los Angeles State: CA Zip: 90806 Telephone Number: 562-426-9544 Fax Number: 562-427-0805

Name of Company CEO: Jim Walsh, PE

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

Address: 8799 Balboa Avenue, Suite 290

City: San Diego County: San Diego State: CA Zip: 92123 Telephone Number: 858-571-5500 Fax Number: 858-571-5337 Email: 

Type of Business: Consulting Type of License: 

The Company has appointed: Stacey Dolden

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: 3900 Kilroy Airport Way, Suite 100, Long Beach, CA 90806 Telephone Number: 562-426-9544 Fax Number: 562-426-7869 Email: sdolden@scsengineers.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 SCS Engineers

(Firm Name) hereby certify that information provided

Los Angeles , CA (County) (State) hereby certify that information provided

herein is true and correct. This document was executed on this 16 day of May, 2019

(Firm Name) (Authorized Signature)

(Print Authorized Signature)
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.

<table>
<thead>
<tr>
<th>ADMINISTRATION OCCUPATIONAL CATEGORY</th>
<th>(1) Black or African American</th>
<th>(2) Hispanic or Latino</th>
<th>(3) Asian</th>
<th>(4) American Indian/ Nat. Alaskan</th>
<th>(5) Pacific Islander</th>
<th>(6) White</th>
<th>(7) Other Race/Ethnicity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Management &amp; Financial</td>
<td>2 (M) 1 (F)</td>
<td></td>
<td></td>
<td>9 (M) 1 (F)</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Professional</td>
<td>1 (M) 1 (F)</td>
<td></td>
<td></td>
<td>1 (M)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A&amp;E, Science, Computer</td>
<td>1 (M) 1 (F)</td>
<td></td>
<td></td>
<td>3 (M) 3 (F)</td>
<td>1 (M) 1 (F)</td>
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<tr>
<td>Technical</td>
<td></td>
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<td>Sales</td>
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<tr>
<td>Administrative Support</td>
<td>1 (M) 1 (F)</td>
<td></td>
<td></td>
<td>1 (M) 1 (F)</td>
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<td>Crafts</td>
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<td></td>
<td></td>
<td>1 (M)</td>
<td></td>
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<tr>
<td>Operative Workers</td>
<td></td>
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<tr>
<td>Transportation</td>
<td></td>
<td></td>
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<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Laborers*</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

Totals Each Column: 5 (M) 1 (F) 2 (M) 14 (M) 5 (F) 2 (M) 2 (F)

Grand Total All Employees: 29

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

Disabled

Non-Profit Organizations Only:

Board of Directors
Volunteers
Artists
NAME OF FIRM: SCS Engineers
OFFICE(S) or BRANCH(ES): San Diego, CA Office
COUNTY: San Diego County
DATE: 05/16/2019

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

<table>
<thead>
<tr>
<th>TRADE OCCUPATIONAL CATEGORY</th>
<th>(1) Black or African American</th>
<th>(2) Hispanic or Latino</th>
<th>(3) Asian</th>
<th>(4) American Indian/ Nat. Alaskan</th>
<th>(5) Pacific Islander</th>
<th>(6) White</th>
<th>(7) Other Race/ Ethnicity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brick, Block or Stone Masons</td>
<td>(M) (F)</td>
<td>(M) (F)</td>
<td>(M) (F)</td>
<td>(M) (F)</td>
<td>(M) (F)</td>
<td>(M) (F)</td>
<td>(M) (F)</td>
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</table>

Totals Each Column

Grand Total All Employees

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

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

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

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

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

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

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

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

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

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

Hispanic or Latino – A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin.
Exhibit A: Work Force Report Job Categories – Administration
Refer to this table when completing your firm’s Work Force Report form(s).

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<tr>
<th>Management &amp; Financial</th>
<th>Professional</th>
<th>Services</th>
</tr>
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<td>Advertising, Marketing, Promotions, Public Relations, and Sales Managers</td>
<td>Art and Design Workers</td>
<td>Building Cleaning and Pest Control Workers</td>
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<td>Counselors, Social Workers, and Other Community and Social Service Specialists</td>
<td>Cooks and Food Preparation Workers</td>
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<td>Financial Specialists</td>
<td>Entertainers and Performers, Sports and Related Workers</td>
<td>Entertainment Attendants and Related Workers</td>
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<td>Operations Specialties Managers</td>
<td>Health Diagnosing and Treating Practitioners</td>
<td>Fire Fighting and Prevention Workers</td>
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<tr>
<td>Other Management Occupations</td>
<td>Lawyers, Judges, and Related Workers</td>
<td>First-Line Supervisors/Managers, Protective Service Workers</td>
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<tr>
<td>Top Executives</td>
<td>Librarians, Curators, and Archivists</td>
<td>Food and Beverage Serving Workers</td>
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<tr>
<td></td>
<td>Life Scientists</td>
<td>Funeral Service Workers</td>
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<td></td>
<td>Media and Communication Workers</td>
<td>Law Enforcement Workers</td>
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<tr>
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<td>Other Teachers and Instructors</td>
<td>Nursing, Psychiatric, and Home Health Aides</td>
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<td></td>
<td>Postsecondary Teachers</td>
<td>Other Food Preparation and Serving Related Workers</td>
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<td>Primary, Secondary, and Special Education School Teachers</td>
<td>Other Healthcare Support Occupations</td>
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<td>Religious Workers</td>
<td>Other Personal Care and Service Workers</td>
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<td>Social Scientists and Related Workers</td>
<td>Other Protective Service Workers</td>
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<td>Personal Appearance Workers</td>
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<td>Supervisors, Personal Care and Service Workers</td>
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<td>Transportation, Tourism, and Lodging Attendants</td>
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<td>Architects, Surveyors, and Cartographers</td>
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<td>Computer Specialists</td>
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<td>Electrical and Electronic Equipment</td>
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<td>Mechanics, Installers, and Repairers</td>
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<td>Mathematical Science Occupations</td>
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<td>Drafters, Engineering, and Mapping Technicians</td>
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<td>Other Installation, Maintenance, and Repair Occupations</td>
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<td>Health Technologists and Technicians</td>
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<td>Plant and System Operators</td>
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<td>Life, Physical, and Social Science Technicians</td>
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<td>Supervisors of Installation, Maintenance, and Repair Workers</td>
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<td>Media and Communication Equipment Workers</td>
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<td>Information and Record Clerks</td>
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<td>Sales Representatives, Wholesale and Manufacturing</td>
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</tbody>
</table>

EOC Work Force Report (rev. 08/2018)
Installers, and Repairers
Woodworkers

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

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

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

Exhibit B: Work Force Report Job Categories - Trade

Brick, Block or Stone Masons
Brickmasons and Blockmasons
Stonemasons

Carpenters

Carpet, floor and Tile Installers and Finishers
Carpet Installers
Floor Layers, except Carpet, Wood and Hard Tiles
Floor Sanders and Finishers
Tile and Marble Setters

Cement Masons, Concrete Finishers
Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

Construction Laborers
Drywall Installers, Ceiling Tile Inst
Drywall and Ceiling Tile Installers
Tapers

Electricians

Elevator Installers and Repairers

First-Line Supervisors/Managers
First-line Supervisors/Managers of Construction Trades and Extraction Workers

Glaziers

Helpers, Construction Trade
Brickmasons, Blockmasons, and Tile and Marble Setters
Carpenters
Electricians
Painters, Paperhangers, Plasterers and Stucco Pipelayers, Plumbers, Pipefitters and Steamfitters
Roofers
All other Construction Trades
Millwrights
Heating, Air Conditioning and Refrigeration Mechanics and Installers
Mechanical Door Repairers
Control and Valve Installers and Repairers
Other Installation, Maintenance and Repair Occupations

Misc. Const. Equipment Operators
Paving, Surfacing and Tamping Equipment Operators
Pile-Driver Operators
Operating Engineers and Other Construction Equipment Operators

Painters, Const. Maintenance
Painters, Construction and Maintenance Paperhangers

Pipelayers and Plumbers
Pipelayers
Plumbers, Pipefitters and Steamfitters

Plasterers and Stucco Masons

Roofers

Security Guards & Surveillance Officers

Sheet Metal Workers

Structural Iron and Steel Workers

Welding, Soldering and Brazing Workers
Welders, Cutter, Solderers and Brazers
Welding, Soldering and Brazing Machine Setter, Operators and Tenders

Workers, Extractive Crafts, Miners
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: Stearns, Conrad, and Schmidt Consulting Engineers, Inc.

ADA/DBA: SCS Engineers

Address (Corporate Headquarters, where applicable): 3900 Kilroy Airport Way, Suite 100
City: Long Beach  County: Los Angeles  State: CA  Zip: 90806

Telephone Number: 562-426-9544  Fax Number: 562-427-0805

Name of Company CEO: Jim Walsh, PE

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):
City: San Diego  County: San Diego  State: CA  Zip: 92123

Telephone Number: 858-571-5500  Fax Number: 858-571-5337

Type of Business: Consulting  Type of License: 

The Company has appointed: Stacey Dolden

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: 3900 Kilroy Airport Way, Suite 100, Long Beach, CA 90806

Telephone Number: 562-426-9544  Fax Number: 562-426-7869  Email: sdolden@scsengineers.com

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

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

I, the undersigned representative of SCS Engineers (Firm Name) hereby certify that information provided herein is true and correct. This document was executed on this 16 day of May, 2019.

(Authorized Signature)  (Print Authorized Signature Name)
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.

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<tr>
<th>OCCUPATIONAL CATEGORY</th>
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<th>(2) Hispanic or Latino</th>
<th>(3) Asian</th>
<th>(4) American Indian or Alaska Native</th>
<th>(5) Native Hawaiian or Pacific Islander</th>
<th>(6) White</th>
<th>(7) Other Race/Ethnicity</th>
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</table>

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

Totals Each Column: 1 6 4

Grand Total All Employees: 12

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

<table>
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<tr>
<th>Disabled</th>
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Non-Profit Organizations Only:

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<th>Board of Directors</th>
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<td>Artists</td>
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</table>
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:

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(2) Hispanic or Latino  
(3) Asian  
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(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.

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<th>(2) Hispanic or Latino</th>
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<th>(4) American Indian/Native Alaskan</th>
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<tr>
<td>Security Guards &amp; Surveillance Officers</td>
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<td>Structural Metal Fabricators &amp; Fitters</td>
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<td>Welding, Soldering &amp; Brazing Workers</td>
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<td>Workers, Extractive Crafts, Miners</td>
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</tr>
</tbody>
</table>

Totals Each Column

Grand Total All Employees

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

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

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

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

TYPES OF WORK FORCE REPORTS:
Please note, throughout the preceding text of this page, the superscript numbers one, two & three. These numbers coincide with the types of work force report required in the example. See below:

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

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

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

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

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

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

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

Hispanic or Latino – A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin.
## Exhibit A: Work Force Report Job Categories – Administration

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

<table>
<thead>
<tr>
<th>Management &amp; Financial</th>
<th>Material Recording, Scheduling, Dispatching, and Distributing Workers</th>
</tr>
</thead>
<tbody>
<tr>
<td>Advertising, Marketing, Promotions, Public Relations, and Sales Managers</td>
<td>Other Education, Training, and Library Occupations</td>
</tr>
<tr>
<td>Business Operations Specialists</td>
<td>Other Office and Administrative Support Workers</td>
</tr>
<tr>
<td>Financial Specialists</td>
<td>Secretaries and Administrative Assistants</td>
</tr>
<tr>
<td>Operations Specialties Managers</td>
<td>Supervisors, Office and Administrative Support Workers</td>
</tr>
<tr>
<td>Other Management Occupations</td>
<td>Top Executives</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Professional</th>
<th>Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Art and Design Workers</td>
<td>Building Cleaning and Pest Control Workers</td>
</tr>
<tr>
<td>Counselors, Social Workers, and Other Community and Social Service Specialists</td>
<td>Cooks and Food Preparation Workers</td>
</tr>
<tr>
<td>Entertainers and Performers, Sports and Related Workers</td>
<td>Entertainment Attendants and Related Workers</td>
</tr>
<tr>
<td>Health Diagnosing and Treating Practitioners</td>
<td>Fire Fighting and Prevention Workers</td>
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<tr>
<td>Lawyers, Judges, and Related Workers</td>
<td>First-Line Supervisors/Managers, Protective Service Workers</td>
</tr>
<tr>
<td>Librarians, Curators, and Archivists</td>
<td>Food and Beverage Serving Workers</td>
</tr>
<tr>
<td>Life Scientists</td>
<td>Funeral Service Workers</td>
</tr>
<tr>
<td>Media and Communication Workers</td>
<td>Law Enforcement Workers</td>
</tr>
<tr>
<td>Other Teachers and Instructors</td>
<td>Nursing, Psychiatric, and Home Health Aides</td>
</tr>
<tr>
<td>Postsecondary Teachers</td>
<td>Occupational and Physical Therapist Assistants and Aides</td>
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<tr>
<td>Primary, Secondary, and Special Education School Teachers</td>
<td>Other Food Preparation and Serving Related Workers</td>
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<tr>
<td>Religious Workers</td>
<td>Other Healthcare Support Occupations</td>
</tr>
<tr>
<td>Social Scientists and Related Workers</td>
<td>Other Personal Care and Service Workers</td>
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<table>
<thead>
<tr>
<th>Architecture &amp; Engineering, Science, Computer</th>
<th>Other Protective Service Workers</th>
</tr>
</thead>
<tbody>
<tr>
<td>Architects, Surveyors, and Cartographers</td>
<td>Personal Appearance Workers</td>
</tr>
<tr>
<td>Computer Specialists</td>
<td>Supervisors, Food Preparation and Serving Workers</td>
</tr>
<tr>
<td>Engineers</td>
<td>Supervisors, Personal Care and Service Workers</td>
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<tr>
<td>Mathematical Science Occupations</td>
<td>Transportation, Tourism, and Lodging Attendants</td>
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<tr>
<td>Physical Scientists</td>
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<table>
<thead>
<tr>
<th>Technical</th>
<th>Crafts</th>
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<tbody>
<tr>
<td>Drafters, Engineering, and Mapping Technicians</td>
<td>Construction Trades Workers</td>
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<tr>
<td>Health Technologists and Technicians</td>
<td>Electrical and Electronic Equipment Mechanics, Installers, and Repairers</td>
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<td>Life, Physical, and Social Science Technicians</td>
<td>Extraction Workers</td>
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<td>Media and Communication Equipment Workers</td>
<td>Material Moving Workers</td>
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<table>
<thead>
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<th>Sales</th>
<th>Other Construction and Related Workers</th>
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<tbody>
<tr>
<td>Other Sales and Related Workers</td>
<td>Other Installation, Maintenance, and Repair Occupations</td>
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<tr>
<td>Retail Sales Workers</td>
<td>Plant and System Operators</td>
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<tr>
<td>Sales Representatives, Services</td>
<td>Supervisors of Installation, Maintenance, and Repair Workers</td>
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<tr>
<td>Sales Representatives, Wholesale and Manufacturing</td>
<td>Supervisors, Construction and Extraction Workers</td>
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<td>Supervisors, Sales Workers</td>
<td>Vehicle and Mobile Equipment Mechanics,</td>
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<table>
<thead>
<tr>
<th>Administrative Support</th>
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<tbody>
<tr>
<td>Financial Clerks</td>
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<tr>
<td>Information and Record Clerks</td>
<td></td>
</tr>
<tr>
<td>Legal Support Workers</td>
<td></td>
</tr>
</tbody>
</table>

EIC Work Force Report (rev. 08/2018)
Installers, and Repairers
Woodworkers

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

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

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

Exhibit B: Work Force Report Job Categories—Trade

Brick, Block or Stone Masons
Brickmasons and Blockmasons
Stonemasons

Carpenters

Carpet, floor and Tile Installers and Finishers
Carpet Installers
Floor Layers, except Carpet, Wood and Hard Tiles
Floor Sanders and Finishers
Tile and Marble Setters

Cement Masons, Concrete Finishers
Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

Construction Laborers

Drywall Installers, Ceiling Tile Inst
Drywall and Ceiling Tile Installers
Tapers

Electricians

Elevator Installers and Repairers

First-Line Supervisors/Managers
First-line Supervisors/Managers of Construction Trades and Extraction Workers

Glaziers

Helpers, Construction Trade
Brickmasons, Blockmasons, and Tile and Marble Setters
Carpenters
Electricians
Painters, Paperhangers, Plasterers and Stucco Pipelayers, Plumbers, Pipefitters and Steamfitters
Roofers
All other Construction Trades
Millwrights
Heating, Air Conditioning and Refrigeration Mechanics and Installers
Mechanical Door Repairers
Control and Valve Installers and Repairers
Other Installation, Maintenance and Repair Occupations

Misc. Const. Equipment Operators
Paving, Surfacing and Tamping Equipment Operators
Pile-Driver Operators
Operating Engineers and Other Construction Equipment Operators

Painters, Const. Maintenance
Painters, Construction and Maintenance Paperhangers

Pipelayers and Plumbers
Pipelayers
Plumbers, Pipefitters and Steamfitters

Plasterers and Stucco Masons

Roofers

Security Guards & Surveillance Officers

Sheet Metal Workers

Structural Iron and Steel Workers

Welding, Soldering and Brazing Workers
Welders, Cutter, Solderers and Brazers
Welding, Soldering and Brazing Machine Setter, Operators and Tenders

Workers, Extractive Crafts, Miners
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:  Stearns, Conrad, and Schmidt Consulting Engineers, Inc.

ADA/DBA:  SCS Engineers

Address (Corporate Headquarters, where applicable): 3900 Kilroy Airport Way, Suite 100

City: Long Beach  County: Los Angeles  State: CA  Zip: 90806

Telephone Number: 562-426-9544  Fax Number: 562-427-0805

Name of Company CEO:  Jim Walsh, PE

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

Address: 8799 Balboa Avenue, Suite 290

City: San Diego  County: San Diego  State: CA  Zip: 92123

Telephone Number: 858-571-5500  Fax Number: 858-571-5337  Email:  

Type of Business:  Consulting  Type of License:  

The company has appointed:  Stacey Dolden

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: 3900 Kilroy Airport Way, Suite 100, Long Beach, CA 90806

Telephone Number: 562-426-9544  Fax Number: 562-426-7869  Email:  sdolden@scsengineers.com

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

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

I, the undersigned representative of SCS Engineers, hereby certify that information provided herein is true and correct. This document was executed on this 16 day of May, 2019.

Authorized Signature:  
Print Authorized Signature:  

Form Number: BB05  

EEOC Work Force Report (rev. 08/2018)
INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

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

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

<table>
<thead>
<tr>
<th>ADMINISTRATION</th>
<th>(1) Black or African American</th>
<th>(2) Hispanic or Latino</th>
<th>(3) Asian</th>
<th>(4) American Indian/ Nat. Alaskan</th>
<th>(5) Pacific Islander</th>
<th>(6) White</th>
<th>(7) Other Race/ Ethnicity</th>
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*Construction laborers and other field employees are not to be included on this page.

Totals Each Column

<table>
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<th>3 30 21 4 4</th>
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</thead>
</table>

Grand Total All Employees

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

| Disabled | 1 1 1 | 1 1 |

Non-Profit Organizations Only:

<table>
<thead>
<tr>
<th>Board of Directors</th>
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<tr>
<td>Volunteers</td>
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<td>Artists</td>
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</table>
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

<table>
<thead>
<tr>
<th>TRADE OCCUPATIONAL CATEGORY</th>
<th>(1) Black or African American</th>
<th>(2) Hispanic or Latino</th>
<th>(3) Asian</th>
<th>(4) American Indian/Net. Alaskan</th>
<th>(5) Pacific Islander</th>
<th>(6) White</th>
<th>(7) Other Race/Ethnicity</th>
</tr>
</thead>
<tbody>
<tr>
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<td>(M) (F)</td>
<td>(M) (F)</td>
<td>(M) (F)</td>
<td>(M) (F)</td>
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<tr>
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<td>Cement Masons, Concrete Finishers</td>
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<tr>
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<td>Drywall Installers, Ceiling Tile Inst</td>
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<td>Electricians</td>
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<td>Misc. Const. Equipment Operators</td>
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<tr>
<td>Plasterers &amp; Stucco Masons</td>
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<td>Roofers</td>
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<tr>
<td>Security Guards &amp; Surveillance Officers</td>
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<td>Sheet Metal Workers</td>
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<tr>
<td>Welding, Soldering &amp; Brazing Workers</td>
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<tr>
<td>Workers, Extractive Crafts, Miners</td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

Totals Each Column

Grand Total All Employees

Indicate by gender and ethnicity the number of above employees who are disabled:

 Disabled

Form Number: BB05
The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (American Indian or Alaska Native, Asian, Black or African-American, Native Hawaiian or Pacific Islander, White, and Other) for each occupation. Currently, our CLFA data is taken from the 2010 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

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

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

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

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

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

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

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

Hispanic or Latino – A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin.
Exhibit A: Work Force Report Job Categories – Administration

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

<table>
<thead>
<tr>
<th>Management &amp; Financial</th>
<th>Professional</th>
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</thead>
<tbody>
<tr>
<td>Advertising, Marketing, Promotions, Public Relations, and Sales Managers</td>
<td>Art and Design Workers</td>
</tr>
<tr>
<td>Business Operations Specialists</td>
<td>Counselors, Social Workers, and Other Community and Social Service Specialists</td>
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<td>Financial Specialists</td>
<td>Entertainers and Performers, Sports and Related Workers</td>
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<tr>
<td>Operations Specialties Managers</td>
<td>Health Diagnosing and Treating Practitioners</td>
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<td>Other Management Occupations</td>
<td>Lawyers, Judges, and Related Workers</td>
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<td>Top Executives</td>
<td>Librarians, Curators, and Archivists</td>
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<td>Life Scientists</td>
<td>Other Teachers and Instructors</td>
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<td>Media and Communication Workers</td>
<td>Postsecondary Teachers</td>
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<td>Other Office and Administrative Support Workers</td>
<td>Primary, Secondary, and Special Education School Teachers</td>
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<td>Religious Workers</td>
<td>Social Scientists and Related Workers</td>
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<table>
<thead>
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<th>Architecture &amp; Engineering, Science, Computer</th>
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<td>Mathematical Science Occupations</td>
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<td>Physical Scientists</td>
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<td>Drafters, Engineering, and Mapping Technicians</td>
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<tr>
<td>Health Technologists and Technicians</td>
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<tr>
<td>Life, Physical, and Social Science Technicians</td>
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<td>Media and Communication Equipment Workers</td>
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<tr>
<td>Other Sales and Related Workers</td>
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<td>Retail Sales Workers</td>
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<td>Sales Representatives, Services</td>
</tr>
<tr>
<td>Sales Representatives, Wholesale and Manufacturing</td>
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<tr>
<td>Supervisors, Sales Workers</td>
</tr>
<tr>
<td>Supervisors, Sales Workers</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Administrative Support</th>
</tr>
</thead>
<tbody>
<tr>
<td>Financial Clerks</td>
</tr>
<tr>
<td>Information and Record Clerks</td>
</tr>
<tr>
<td>Legal Support Workers</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Crafts</th>
</tr>
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<tbody>
<tr>
<td>Construction Trades Workers</td>
</tr>
<tr>
<td>Electrical and Electronic Equipment Mechanics, Installers, and Repairers</td>
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<tr>
<td>Extraction Workers</td>
</tr>
<tr>
<td>Material Moving Workers</td>
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<tr>
<td>Other Construction and Related Workers</td>
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<tr>
<td>Other Installation, Maintenance, and Repair Occupations</td>
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<tr>
<td>Plant and System Operators</td>
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<td>Supervisors of Installation, Maintenance, and Repair Workers</td>
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<tr>
<td>Supervisors, Construction and Extraction Workers</td>
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<tr>
<td>Supervisors, Construction and Extraction Workers</td>
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<tr>
<td>Supervisors, Construction and Extraction Workers</td>
</tr>
<tr>
<td>Vehicle and Mobile Equipment Mechanics,</td>
</tr>
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</table>

EIOC Work Force Report (rev. 08/2018)
Installers, and Repairers
Woodworkers

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

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

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

Exhibit B: Work Force Report Job Categories—Trade

Brick, Block or Stone Masons
Brickmasons and Blockmasons
Stonemasons

Carpenters

Carpet, floor and Tile Installers and Finishers
Carpet Installers
Floor Layers, except Carpet, Wood and Hard Tiles
Floor Sanders and Finishers
Tile and Marble Setters

Cement Masons, Concrete Finishers
Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

Construction Laborers
Drywall Installers, Ceiling Tile Inst
Drywall and Ceiling Tile Installers
Tapers

Electricians

Elevator Installers and Repairers

First-Line Supervisors/Managers
First-line Supervisors/Managers of Construction Trades and Extraction Workers

Glaziers

Helpers, Construction Trade
Brickmasons, Blockmasons, and Tile and Marble Setters
Carpenters
Electricians
Painters, Paperhangers, Plasterers and Stucco
Pipelayers, Plumbers, Pipefitters and Steamfitters
Roofers
All other Construction Trades
Millwrights
Heating, Air Conditioning and Refrigeration Mechanics and Installers
Mechanical Door Repairers
Control and Valve Installers and Repairers
Other Installation, Maintenance and Repair Occupations

Misc. Const. Equipment Operators
Paving, Surfacing and Tamping Equipment Operators
Pile-Driver Operators
Operating Engineers and Other Construction Equipment Operators

Painters, Const. Maintenance
Painters, Construction and Maintenance
Paperhangers

Pipelayes and Plumbers
Pipelayes
Plumbers, Pipefitters and Steamfitters

Plasterers and Stucco Masons

Roofers

Security Guards & Surveillance Officers

Sheet Metal Workers

Structural Iron and Steel Workers

Welding, Soldering and Brazing Workers
Welders, Cutter, Solderers and Brazers
Welding, Soldering and Brazing Machine Setter, Operators and Tenders

Workers, Extractive Crafts, Miners
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: Stearns, Conrad, and Schmidt Consulting Engineers, Inc.

ADA/OBA: SCS Engineers
Address (Corporate Headquarters, where applicable): 3900 Kilroy Airport Way, Suite 100
City: Long Beach County: Los Angeles State: CA Zip: 90805
Telephone Number: 562-426-9544  Fax Number: 562-427-0805

Name of Company CEO: Jim Walsh, PE

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):
Address: 8799 Balboa Avenue, Suite 290
City: San Diego County: San Diego State: CA Zip: 92123
Telephone Number: 858-571-5500  Fax Number: 858-571-5337  Email:

Type of Business: Consulting
Type of License:
The Company has appointed: Stacey Dolden
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: 3900 Kilroy Airport Way, Suite 100, Long Beach, CA 90806
Telephone Number: 562-426-9544  Fax Number: 562-426-7869  Email: sdolden@scsengineers.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 SCS Engineers (Firm Name)
hereby certify that information provided
in this document is true and correct. This document was executed on this 16 day of May 20, 19

Authorized Signature

Print Authorized Signature Name

EOC Work Force Report (rev. 08/2018)  Form Number: EBO6
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.

<table>
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<tr>
<th>Administration Occupational Category</th>
<th>(1) Black or African American</th>
<th>(2) Hispanic or Latino</th>
<th>(3) Asian</th>
<th>(4) American Indian or Alaska Native</th>
<th>(5) Native Hawaiian or Pacific Islander</th>
<th>(6) White</th>
<th>(7) Other Race/Ethnicity</th>
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</tbody>
</table>

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

Totals Each Column: 1 5 5 1

Grand Total All Employees: 12

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

Disabled

Non-Profit Organizations Only:

Board of Directors
Volunteers
Artists
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.

<table>
<thead>
<tr>
<th>TRADE OCCUPATIONAL CATEGORY</th>
<th>(1) Black or African American</th>
<th>(2) Hispanic or Latino</th>
<th>(3) Asian</th>
<th>(4) American Indian/Alaskan</th>
<th>(5) Pacific Islander</th>
<th>(6) White</th>
<th>(7) Other Race/Ethnicity</th>
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<tbody>
<tr>
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<td>(M) (F)</td>
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<td>Pipefitters, Plumbers, Pipe &amp; Steam Fitters</td>
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<tr>
<td>plasterers &amp; Stucco Masons</td>
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<tr>
<td>Roofers</td>
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<tr>
<td>Security Guards &amp; Surveillance Officers</td>
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<tr>
<td>Sheet Metal Workers</td>
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</table>

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

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

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

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

**RACE/ETHNICITY CATEGORIES**

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

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<td>Other Management Occupations</td>
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<tr>
<td>Top Executives</td>
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</tr>
<tr>
<td>Counselors, Social Workers, and Other Community and Social Service Specialists</td>
<td></td>
</tr>
<tr>
<td>Entertainers and Performers, Sports and Related Workers</td>
<td></td>
</tr>
<tr>
<td>Health Diagnosing and Treating Practitioners</td>
<td></td>
</tr>
<tr>
<td>Lawyers, Judges, and Related Workers</td>
<td></td>
</tr>
<tr>
<td>Librarians, Curators, and Archivists</td>
<td></td>
</tr>
<tr>
<td>Life Scientists</td>
<td></td>
</tr>
<tr>
<td>Media and Communication Workers</td>
<td></td>
</tr>
<tr>
<td>Other Teachers and Instructors</td>
<td></td>
</tr>
<tr>
<td>Postsecondary Teachers</td>
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<tr>
<td>Primary, Secondary, and Special Education School Teachers</td>
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<tr>
<td>Religious Workers</td>
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<tr>
<td>Social Scientists and Related Workers</td>
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</table>

<table>
<thead>
<tr>
<th>Architecture &amp; Engineering, Science, Computer</th>
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<tbody>
<tr>
<td>Architects, Surveyors, and Cartographers</td>
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<tr>
<td>Computer Specialists</td>
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<td>Engineers</td>
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<tr>
<td>Mathematical Science Occupations</td>
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<td>Physical Scientists</td>
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<table>
<thead>
<tr>
<th>Technical</th>
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</thead>
<tbody>
<tr>
<td>Drafters, Engineering, and Mapping Technicians</td>
<td></td>
</tr>
<tr>
<td>Health Technologists and Technicians</td>
<td></td>
</tr>
<tr>
<td>Life, Physical, and Social Science Technicians</td>
<td></td>
</tr>
<tr>
<td>Media and Communication Equipment Workers</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Sales</th>
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<tbody>
<tr>
<td>Other Sales and Related Workers</td>
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<tr>
<td>Retail Sales Workers</td>
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<tr>
<td>Sales Representatives, Services</td>
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<tr>
<td>Sales Representatives, Wholesale and Manufacturing</td>
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<tr>
<td>Supervisors, Sales Workers</td>
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<table>
<thead>
<tr>
<th>Administrative Support</th>
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<tbody>
<tr>
<td>Financial Clerks</td>
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<tr>
<td>Information and Record Clerks</td>
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<tr>
<td>Legal Support Workers</td>
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</table>

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

<table>
<thead>
<tr>
<th>Crafts</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Construction Trades Workers</td>
<td></td>
</tr>
<tr>
<td>Electrical and Electronic Equipment</td>
<td></td>
</tr>
<tr>
<td>Mechanics, Installers, and Repairers</td>
<td></td>
</tr>
<tr>
<td>Extraction Workers</td>
<td></td>
</tr>
<tr>
<td>Material Moving Workers</td>
<td></td>
</tr>
<tr>
<td>Other Construction and Related Workers</td>
<td></td>
</tr>
<tr>
<td>Other Installation, Maintenance, and Repair Occupations</td>
<td></td>
</tr>
<tr>
<td>Plant and System Operators</td>
<td></td>
</tr>
<tr>
<td>Supervisors of Installation, Maintenance, and Repair Workers</td>
<td></td>
</tr>
<tr>
<td>Supervisors, Construction and Extraction Workers</td>
<td></td>
</tr>
<tr>
<td>Vehicle and Mobile Equipment Mechanics,</td>
<td></td>
</tr>
</tbody>
</table>

EOG Work Force Report (rev. 08/2018)
| Installers, and Repairers |
| Woodworkers |
| **Operative Workers** |
| Assemblers and Fabricators |
| Communications Equipment Operators |
| Food Processing Workers |
| Metal Workers and Plastic Workers |
| Motor Vehicle Operators |
| Other Production Occupations |
| Printing Workers |
| Supervisors, Production Workers |
| Textile, Apparel, and Furnishings Workers |
| **Transportation** |
| Air Transportation Workers |
| Other Transportation Workers |
| Rail Transportation Workers |
| Supervisors, Transportation and Material Moving Workers |
| Water Transportation Workers |
| **Laborers** |
| Agricultural Workers |
| Animal Care and Service Workers |
| Fishing and Hunting Workers |
| Forest, Conservation, and Logging Workers |
| Grounds Maintenance Workers |
| Helpers, Construction Trades |
| Supervisors, Building and Grounds Cleaning and Maintenance Workers |
| Supervisors, Farming, Fishing, and Forestry Workers |

**Exhibit B: Work Force Report Job Categories - Trade**

| Brick, Block or Stone Masons |
| Brickmasons and Blockmasons |
| Stonemasons |
| **Carpenters** |
| **Carpet, floor and Tile Installers and Finishers** |
| Carpet Installers |
| Floor Layers, except Carpet, Wood and Hard Tiles |
| Floor Sanders and Finishers |
| Tile and Marble Setters |
| **Cement Masons, Concrete Finishers** |
| Cement Masons and Concrete Finishers |
| Terrazzo Workers and Finishers |
| **Construction Laborers** |
| **Drywall Installers, Ceiling Tile Inst** |
| Drywall and Ceiling Tile Installers |
| Tapers |
| **Electricians** |
| Elevator Installers and Repairers |
| **First-Line Supervisors/Managers** |
| First-line Supervisors/Managers of Construction Trades and Extraction Workers |
| **Glaziers** |
| Helpers, Construction Trade |
| Brickmasons, Blockmasons, and Tile and Marble Setters |
| Carpenters |
| Electricians |
| Painters, Paperhangers, Plasterers and Stucco Painters, Plumbers, Pipefitters and Steamfitters |
| Roofers |
| All other Construction Trades |
Millwrights
Heating, Air Conditioning and Refrigeration
Mechanics and Installers
Mechanical Door Repairers
Control and Valve Installers and Repairers
Other Installation, Maintenance and Repair Occupations

Misc. Const. Equipment Operators
Paving, Surfacing and Tamping Equipment Operators
Pile-Driven Operators
Operating Engineers and Other Construction Equipment Operators

Painters, Const. Maintenance
Painters, Construction and Maintenance Paperhangers

Pipelayers and Plumbers
Pipelayers
Plumbers, Pipefitters and Steamfitters

Plasterers and Stucco Masons

Roofers

Security Guards & Surveillance Officers

Sheet Metal Workers

Structural Iron and Steel Workers

Welding, Soldering and Brazing Workers
Welders, Cutter, Solderers and Brazers
Welding, Soldering and Brazing Machine Setters, Operators and Tenders

Workers, Extractive Crafts, Miners
## SUBCONTRACTOR PARTICIPATION LIST

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

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

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

<table>
<thead>
<tr>
<th>NAME AND ADDRESS SUBCONTRACTORS</th>
<th>SCOPE OF SERVICES</th>
<th>PERCENT OF CONTRACT</th>
<th>SLBE/ELBE (MBE/WBE/DBE/DVBE/OBE*)</th>
<th>WHERE CERTIFIED**</th>
</tr>
</thead>
<tbody>
<tr>
<td>AtmAA – 23917 Craftsman Rd. Calabasas, CA 91302</td>
<td>Laboratory Services</td>
<td>1%</td>
<td>OBE</td>
<td>N/A</td>
</tr>
<tr>
<td>Biockimy Environmental 10797 W. Bernardo Drive, Ste. 700 San Diego, CA 92121</td>
<td>Air Modelling &amp; Industrial Hygiene</td>
<td>8%</td>
<td>SLBE</td>
<td>City of San Diego</td>
</tr>
<tr>
<td>Firma R. Industrial Services – 1428 W. 25th Street</td>
<td>Electrical &amp; Pne Instrumentation Services</td>
<td>1%</td>
<td>OBE</td>
<td>N/A</td>
</tr>
<tr>
<td>M.E. Environmental &amp; Infrastructure – 2440 Adams Avenue, Ste. 301 San Diego, CA 92116</td>
<td>ABS seat Monitoring Support</td>
<td>8%</td>
<td>SLBE, DVBE</td>
<td>City of San Diego Dept. Veterans Affairs</td>
</tr>
<tr>
<td>Montrose Environmental Group – 1 Park Plaza, Suite 1030 Irvine, CA 92614</td>
<td>Source Testing and LFG Support</td>
<td>1%</td>
<td>OBE</td>
<td>N/A</td>
</tr>
<tr>
<td>M.S. Hatch Consulting, LLC – 4023 Camino Del Rio South, Ste. 500 San Diego, CA 92128</td>
<td>Air Quality Permitting &amp; Compliance</td>
<td>5%</td>
<td>ELBE, WBE, DBE</td>
<td>City of San Diego, CUCP</td>
</tr>
<tr>
<td>Thomas A. Berge – 5741 Stadium Street San Diego, CA 92132</td>
<td>Air Toxics &amp; Risk Assessment</td>
<td>5%</td>
<td>ELBE</td>
<td>City of San Diego</td>
</tr>
</tbody>
</table>

List of Abbreviations:

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

* Listed for informational purposes only.

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

EOC Work Force Report (rev. 03/2018) Form CC
DISCLOSURE DETERMINATION FOR CONSULTANT

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

1. Department / Board / Commission / Agency Name: Environmental Services Department
   Stearns, Conrad and Schmidt, Consulting Engineers, Inc.

2. Name of Specific Consultant & Company:
   As-Needed Consultant Services Agreement with SCS Engineers, Inc. for Compliance with Greenhouse Gas Regulations for Landfills

3. Address, City, State, ZIP
   3900 Kilroy Airport Way #100,
   Long Beach, CA 90806-6816

4. Project Title (as shown on 1472, “Request for Council Action”)
   Professional services for compliance with GHG regulations for landfill including but not limited to LFG sampling, emissions monitoring, preparing reports, performing evaluations, and developing LFG models.

5. Consultant Duties for Project:

6. Disclosure Determination [select applicable disclosure requirement]:

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

   - or -

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

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

   - or -

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

By: [Name/Title]* [Date]

Once completed, with all questions answered and an authorized signature affixed, please forward the original form to the City Clerk’s Office, MS 2A. Keep a copy with the contract.
The purpose of this form is to evaluate the consultant's performance and will be retained by Public Works Contracts for five years to provide historical data to City staff when selecting consultants.

**Section I**

**PROJECT INFORMATION**

<table>
<thead>
<tr>
<th>1. PROJECT DATA</th>
<th>2. CONSULTANT DATA</th>
</tr>
</thead>
<tbody>
<tr>
<td>1a. Project (title, location):</td>
<td>2a. Name, address, phone &amp; email of Consultant:</td>
</tr>
<tr>
<td>1b. Brief Description:</td>
<td>2b. Consultant's Project Manager:</td>
</tr>
<tr>
<td>1c. Contract Amount: $ WBS/IO:</td>
<td>Phone: ( )</td>
</tr>
<tr>
<td></td>
<td>Email:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. CITY DEPARTMENT RESPONSIBLE</th>
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</thead>
<tbody>
<tr>
<td>3a. Department (include Division):</td>
</tr>
<tr>
<td>Deputy Director:</td>
</tr>
<tr>
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</table>

**Section II**

**SPECIFIC RATINGS**

<table>
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<tr>
<th>PERFORMANCE</th>
<th>EXCELLENT</th>
<th>SATISFACTORY</th>
<th>UNSATISFACTORY</th>
<th>N/A</th>
</tr>
</thead>
</table>

1. Quality of Report, Study, Plans, Specifications, etc. [Deliverables] of Scope as noted:

- Deliverables submitted were complete in all respects. □ □ □ □ □
- All comments and review requests were adequately incorporated into Deliverables. □ □ □ □ □
- The Deliverables were properly formatted and well-coordinated. □ □ □ □ □
- Writing style/presentation and terminology was clear and straightforward with adequate backup provided. □ □ □ □ □

2. Ability to adhere to contract schedule, budget, and overall timely responses as noted:

- Deliverables prepared in accordance with the agreed upon schedule(s). □ □ □ □ □
- Consultant alerted the City to possible schedule problems well in advance of delays. □ □ □ □ □
- Consultant suggested solutions there were cost effective, appropriate and were provided in a timely manner. □ □ □ □ □
- The Consultant provided responses to RFI’s/emails/request for proposals, etc. in a timely manner. □ □ □ □ □

3. Ability to manage project team, Subconsultants, and coordinate with City staff as noted:

- The Consultant was reasonable and fair during negotiations of the Agreement and/or on Task Orders. □ □ □ □ □
- The Consultant followed direction and chain of responsibility. □ □ □ □ □
- The Consultant reviewed and analyzed Subconsultant Deliverables and oversaw their work in an appropriate manner. □ □ □ □ □
- The Consultant provided adequate support/attendance during meetings. □ □ □ □ □
### Section II

**PERFORMANCE\nEXCEPTION**

<table>
<thead>
<tr>
<th>Performance Exception</th>
<th>Excellent</th>
<th>Satisfactory</th>
<th>Unsatisfactory</th>
<th>N/A</th>
</tr>
</thead>
</table>

#### 4. Ability to manage responsibilities in the regulatory/approval process as noted:

- The Consultant researched and adhered to the necessary Federal/State/City code/requirements needed for the Deliverable.
- The Consultant advise the City the necessary regulatory restrictions that needed to be adhered to.

#### 5. Quality of Construction/Design Support as noted:

- The drawings/plans reflected existing conditions accurately.
- The Consultant provided direction/support to the Resident Engineer and work cooperatively with them.
- The Consultant provide adequate support for As-Built drawings.
- Change orders due to design deficiencies were kept to a minimum.

### Section III

**SUPPLEMENTAL INFORMATION**

(Please ensure to attach additional documentation as needed.)

(Supporting documentation attached: Yes ☐ No ☐)

### Section IV

**FINAL RATING**

<table>
<thead>
<tr>
<th>Consultant Rating</th>
<th>Excellent</th>
<th>Satisfactory</th>
<th>Unsatisfactory</th>
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<tbody>
<tr>
<td></td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>

**AUTHORIZING SIGNATURES**

5a. Project Manager __________________________________________________________________________ Date __________

    Name ____________________________________ Signature __________________________________________________________________________

5b. Deputy Director __________________________________________________________________________ Date __________

    Name ____________________________________ Signature __________________________________________________________________________

5c. Provided to Consultant ___________________________________________________________________ Date Provided __________

    Name of Recipient _________________________ Signature __________________________________________________________________________

Consultant Concurrence*: Yes ☐ No ☐

*Note: Consultant has the right to appeal the contents of this evaluation. Please refer to SDMC 22.0811(a) for more details.
City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance

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

A. BID/PROPOSER/SOLICITATION TITLE:

Environmental Consulting Services for As Needed Services for Greenhouse Regulations for Landfills


B. BIDDER PROPOSER INFORMATION

Stearns, Conrad and Schmidt, Consulting Engineers, Inc. (dba SCS Engineers)

| Legal Name | San Diego | DBA | CA | 92123 |
| Street Address | City | State | Zip |
| 8799 Balboa Ave. Suite 290 | San Diego | CA | 92123 |

| Patrick Sullivan, Sr. Vice President | 916-503-2956 | 916-361-1299 |
| Contact Person, Title | Phone | Fax |

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

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

** Directly or indirectly involved means pursuing the transaction by:
  • communicating or negotiating with City officers or employees,
  • submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
  • directing or supervising the actions of persons engaged in the above activity.
C. OWNERSHIP AND NAME CHANGES:

Public Works Contracts – Contractor Standards Pledge of Compliance

Use Attachment “A” if additional pages are necessary.
1. In the past five (5) years, has your firm changed its name?  
   □ Yes    ☑ No  
   If Yes, use Attachment "A" to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?  
   □ Yes    ☑ No  
   If Yes, use Attachment "A" to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

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

☑ Corporation  
Date incorporated: 2/18/1972  State of incorporation: Virgina

List corporation’s current officers:

President: James J. Walsh, PE  
Vice Pres.: SCS has 13 Sr. Vice Presidents and 69 Vice Presidents (Names are available upon request)  
Secretary: Michael W. McLaughlin, PE  
Treasurer: Curtis P. Jang

Is your firm a publicly traded corporation?  □ Yes    ☑ No  
If Yes, name those who own ten percent (10%) or more of the corporation’s stocks:

__________________________________________________________  
__________________________________________________________  
__________________________________________________________

☐ Limited Liability Company  
Date formed: ______/_____/_______  State of formation: ________________________  
List names of members who own ten percent (10%) or more of the company:

__________________________________________________________  
__________________________________________________________  
__________________________________________________________

__________________________________________________________  
__________________________________________________________  
__________________________________________________________
EXHIBIT G

☐ 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 must complete a separate Pledge of Compliance.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?
   ☐ Yes  ☑ No
   
   If Yes, use Attachment “A” to explain the circumstances, including the buyer’s name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?
   ☐ Yes  ☑ No
   
   If Yes, use Attachment “A” to explain specific circumstances; include bonding company name.

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

Public Works Contracts – Contractor
Standards Pledge of Compliance  4 of 10  Revised 02-01-18
4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

☐ Yes  ☑ No

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

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

☐ Yes  ☑ No

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

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

Name of Bank: MUFG Union Bank, N.A.
Point of Contact: Gina West
Address: 445 South Figueroa Street, 10th Floor Los Angeles, California 90071
Phone Number: 213-236-6530

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

8. 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?
EXHIBIT G

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

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

   ☐ Yes  ☑ No

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

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

   ☐ Yes  ☑ No

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

7. Performance References:

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

   Company Name: City of San Diego

   Contact Name and Phone Number: James Hay, Sr. Mechanical Engineer: 858-627-3321

   Contact Email: jhay@sandiego.gov

   Address: Public Works Contracts 1010 Second Ave., Suite 1400, San Diego, CA 92123

   Contract Date: 2010- Ongoing

   Contract Amount: $1,500,000 (current contract)

   Requirements of Contract: SCS has provided the services described in the RFP from 2010 to the present time.

   Company Name: County of San Diego

   Contact Name and Phone Number: Jason Forga, Sr. Civil Engineer: 858-495-5470

   Contact Email: jason.forga@sdc locals.ca.gov

   Address: Dept. of Public Works, Landfill Management 5510 Overland Ave., Ste 210, San Diego, CA 92123

   Contract Date: 1988 - Ongoing

   Contract Amount: $3.1 million (current contract); $20 million (all contracts)

   Requirements of Contract: Comprehensive air quality, LFG, and GHG services; numerous other engineering and environmental consulting services.

   Company Name: Republic Services, Inc.

   Contact Name and Phone Number: Neil Mohr, General Manager: 619-449-9026
G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?
   - Yes    ☑ No

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

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?
   - Yes    ☑ No

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

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?
   - Yes    ☑ No

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

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?
   - Yes    ☑ No

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

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?
   - Yes    ☑ No

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

I. WAGE COMPLIANCE:

Public Works Contracts – Contractor
Standards Pledge of Compliance

7 of 10

Revised 02-01-18
In the past five (5) years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local prevailing, minimum, or living wage laws?

☐ Yes  ☑ No

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

J. STATEMENT OF SUBCONTRACTORS:

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

Company Name: AtmAA Laboratory Inc.

Contact Name and Phone Number: Brian Fung, 818-223-3277

Contact Email: brianf@atmaa.com

Address: 23917 Craftsman Rd., Calabasas, CA 91302

Contract Date: To Be Determined

Sub-Contract Dollar Amount: $15,000

Requirements of Contract: Laboratory services

What portion of work will be assigned to this subcontractor: 1%

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

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

K. STATEMENT OF AVAILABLE EQUIPMENT:

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

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

Please see Attachment A.
I. TYPE OF SUBMISSION: This document is submitted as:

☐ Pledge of Compliance Initial submission.

OR

☑ Update to prior Pledge of Compliance dated 3/28/2018

Complete all questions and sign below.

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

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

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

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

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

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

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

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

Patrick Sullivan, Sr. Vice President
Name and Title

Signature 5/22/2019 Date
City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance Attachment "A"

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

If not using this Attachment “A”, please check here □ Not Applicable.

<table>
<thead>
<tr>
<th>B. Bidder Proposer Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Chad Salmons</td>
</tr>
<tr>
<td>Title/Position: Project Manager</td>
</tr>
<tr>
<td>City and State of Residence: Descanso, CA</td>
</tr>
<tr>
<td>Interest in transaction: Team Leader - GCCS Construction</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name: Thomas Rappolt, QEP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title/Position: Vice President</td>
</tr>
<tr>
<td>City and State of Residence: Carlsbad, CA</td>
</tr>
<tr>
<td>Interest in transaction: Team Leader - Odor/Tracer Studies</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name: Srividhya Viswanathan, PE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title/Position: Vice President</td>
</tr>
<tr>
<td>City and State of Residence: San Diego, CA</td>
</tr>
<tr>
<td>Interest in transaction: Team Leader: Engineering Support</td>
</tr>
</tbody>
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<table>
<thead>
<tr>
<th>Name: Eric Brown, PH, CSP, CIH</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title/Position: Health &amp; Safety Director</td>
</tr>
<tr>
<td>City and State of Residence: Long Beach, CA</td>
</tr>
<tr>
<td>Interest in transaction: Health &amp; Safety Officer</td>
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<table>
<thead>
<tr>
<th>Name: Massie Hatch</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title/Position: Air quality permitting and compliance</td>
</tr>
<tr>
<td>City and State of Residence: San Diego, CA</td>
</tr>
<tr>
<td>Interest in transaction: Air quality permitting and compliance</td>
</tr>
<tr>
<td>Employer (if different than Bidder/Proposer): Subcontractor = M. S. Hatch Consulting, Inc.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name: Thomas A. Berge</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title/Position: Air toxics and risk assessment</td>
</tr>
<tr>
<td>City and State of Residence: San Diego, CA</td>
</tr>
<tr>
<td>Interest in transaction: Air toxics and risk assessment</td>
</tr>
<tr>
<td>Employer (if different than Bidder/Proposer): Subcontractor = Thomas A. Berge</td>
</tr>
</tbody>
</table>

Subcontractors FIS staff, IO staff, and montrose staff TBD.

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

Patrick Sullivan, Sr. Vice President
Print Name, Title

Signature 5/22/2019 Date
City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance Attachment "A"

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

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

J. Statement of Subcontractors - Additional Pages
Company Name: Frank's Industrial Services
Contact Name and Phone Number: Sean Sedillo, 310-629-5112
Contact Email: sgsedillo@yahoo.com
Address: 1426 W. 259th Street, Harbor City, CA 90710
Contract Date: To Be Determined
Sub-Contract Dollar Amount: $15,000
Requirements of Contract: Electrical & Flare Instrumentation Services
What portion of work will be assigned to this subcontractor: 1%
Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Circle One)
YES For the purposes of this RFP, FIS is considered an OBE.

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

Patrick Sullivan, Sr. Vice President
Print Name, Title
Signature
5/22/2019
Date

Public Works Contracts – Contractor Standards Pledge of Compliance
10 of 10-2
Revised 02-01-18
City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance Attachment "A"

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

If not using this Attachment “A”, please check here □ Not Applicable.

J. Statement of Subcontractors - Additional Pages
Company Name: IO Environmental
Contact Name and Phone Number: Chris Marino, 619-961-7004
Contact Email: chrism@iosdv.com
Address: 2840 Adams Avenue, Ste. 301, San Diego, CA 92116
Contract Date: To Be Determined
Sub-Contract Dollar Amount: $120,000
Requirements of Contract: AB32 field monitoring support
What portion of work will be assigned to this subcontractor: 8%
Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Circle One) YES
IOE's SLBE certification is provided in Appendix A of our proposal that was submitted.

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

Patrick Sullivan, Sr. Vice President
Print Name, Title

Signature

Date 5/22/2019

Public Works Contracts – Contractor Standards Pledge of Compliance
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Revised 02-01-18
City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance Attachment "A"

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

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

J. Statement of Subcontractors - Additional Pages
Company Name: Montrose Environmental Group
Contact Name and Phone Number: Joe Adamiak, 74-282-8240
Contact Email: jadamiak@montrose-env.com
Address: 1 Park Plaza, Suite 1000, Irvine, CA 92614
Contract Date: To Be Determined
Sub-Contract Dollar Amount: $15,000
Requirements of Contract: Source Testing and LFG Support
What portion of work will be assigned to this subcontractor: 1%
Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Circle One)
YES, for the purposes of this RFP, Montrose is considered an OBE.

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

Patrick Sullivan, Sr. Vice President
Print Name, Title
Signature
5/22/2019
Date

Public Works Contracts – Contractor Standards Pledge of Compliance

Revised 02-01-18
City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance Attachment "A"

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

If not using this Attachment “A”, please check here □ Not Applicable.

J. Statement of Subcontractors - Additional Pages
Company Name: M. S. Hatch Consulting, Inc.
Contact Name and Phone Number: Massie Hatch, 949-892-9515
Contact Email: massie.hatch@mshatch.com
Address: 4025 Camino Del Rio South, Ste. 300, San Diego, CA 92108
Contract Date: To Be Determined
Sub-Contract Dollar Amount: $75,000
Requirements of Contract: Air quality permitting and compliance
What portion of work will be assigned to this subcontractor: 5%
Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Circle One)
YES M.S. Hatch’s ELBE certification is provided in Appendix A.

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

Patrick Sullivan, Sr. Vice President
Print Name, Title
Signature
5/22/2019
Date

Public Works Contracts – Contractor Standards Pledge of Compliance 10 of 10-5
Revised 02-01-18
City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance Attachment "A"

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

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

J. Statement of Subcontractors - Additional Pages
Company Name: Thomas A. Berge
Contact Name and Phone Number: Tom Berge, 858-775-8865
Contact Email: tomberge@sbcglobal.net
Address: 5741 Stadium Street, San Diego, CA 92122
Contract Date: To Be Determined
Sub-Contract Dollar Amount: $75,000
Requirements of Contract: Air toxics and risk assessment
What portion of work will be assigned to this subcontractor: 5%
Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Circle One)
YES Tom Berge's ELBE certification is provided in Appendix A.

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

Patrick Sullivan, Sr. Vice President
Print Name, Title

Signature
5/22/2019
Date

Public Works Contracts – Contractor Standards Pledge of Compliance

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Revised 02-01-18
K. Statement of Available Equipment

The City has a comprehensive list of the equipment SCS uses to perform work on this project. As clarified in the City's answer to our question, because of the more detailed nature of the equipment list requirements for this RFP, it is permissible to list only the major equipment that will be used to complete project work.

<table>
<thead>
<tr>
<th>Description</th>
<th>Own/Rent</th>
<th>No. Owned</th>
<th>Year, Make &amp; Model</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gas and Air Quality Sampling/Monitoring</td>
<td>Own</td>
<td>3</td>
<td>2015, Inter, 5000 series</td>
</tr>
<tr>
<td>Dryer Pump</td>
<td>Own</td>
<td>1</td>
<td>2010, SEC, Drier, Aerano</td>
</tr>
<tr>
<td>QEM 2000</td>
<td>Own</td>
<td>21</td>
<td>2011, Luitlé, QEM</td>
</tr>
<tr>
<td>Matter-A-Qt   (CRAF or equivalent)</td>
<td>Own</td>
<td>30</td>
<td>2013, Industrial Scientific, MAM</td>
</tr>
<tr>
<td>PID-JSAME 3000</td>
<td>Own</td>
<td>1</td>
<td>2013, RAE Systems, PID</td>
</tr>
<tr>
<td>Bill Engle (PID cell equipment)</td>
<td>Own</td>
<td>1</td>
<td>2016, RDN, Environmental, Eagle</td>
</tr>
<tr>
<td>TVA 2010 PID Only</td>
<td>Own</td>
<td>6</td>
<td>2015, Therese Scientific, TVA</td>
</tr>
<tr>
<td>TVA 2010 PID RID</td>
<td>Rent</td>
<td>N/A</td>
<td>2015, Therese Scientific, TVA</td>
</tr>
<tr>
<td>Jerome Meter</td>
<td>Rent</td>
<td>N/A</td>
<td>2016, Analytical, 456</td>
</tr>
<tr>
<td>Weather Station</td>
<td>Own</td>
<td>2</td>
<td>2012, Davis, Vantage Pro2</td>
</tr>
<tr>
<td>Miscellaneous Equipment</td>
<td>Own</td>
<td>3</td>
<td>(1) 9700 watt, Maholmco (2011), (1) 2000 watt, Honda (2016)</td>
</tr>
<tr>
<td>Generator</td>
<td>Own</td>
<td>1</td>
<td>2010, Felec, Proformer</td>
</tr>
<tr>
<td>Processor</td>
<td>Own</td>
<td>2</td>
<td>2009, Maholiy, Tulon Machine</td>
</tr>
<tr>
<td>4&quot; x 8&quot; Tulon Machine</td>
<td>Own</td>
<td>2</td>
<td>2009, Maholiy, Tulon Machine</td>
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<tr>
<td>2&quot; x 2&quot; Tulon Machine</td>
<td>Own</td>
<td>2</td>
<td>2009, Maholiy, Tulon Machine</td>
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<td>3000 Series Tulon Machine</td>
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<td>Suction Tulon Machine</td>
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<td>2011, Alleghe, 9001</td>
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<tr>
<td>Suction Air Respiator</td>
<td>Own</td>
<td>2</td>
<td>2017, Ford 12200/7350</td>
</tr>
<tr>
<td>Service Tool</td>
<td>Own</td>
<td>20</td>
<td>2007-2017 Ford Ranger/6155</td>
</tr>
</tbody>
</table>

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

Patrick Sullivan, Sr. Vice President
Print Name, Title

Signature

5/22/2019
Date

Public Works Contracts – Contractor
Standards Pledge of Compliance
10 of 10-7

Revised 02-01-18
RESOLUTION NUMBER R-312553

DATE OF FINAL PASSAGE JUN 11 2019

A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN DIEGO AUTHORIZING AN AS-NEEDED CONSULTANT AGREEMENT WITH SCS ENGINEERS, INC. TO PROVIDE SERVICES FOR COMPLIANCE WITH APPLICABLE GREENHOUSE GAS REGULATIONS AT CITY OF SAN DIEGO LANDFILLS; AND RELATED FUNDING ACTIONS.

WHEREAS, the City of San Diego’s (City) Environmental Services Department requires the as-needed consulting services (Consulting Services) of an environmental and engineering consulting firm in order to provide compliance with applicable local, state and federal greenhouse gas (GHG) regulations at City landfills; and

WHEREAS, in February 2018, in conformance with Administrative Regulation 25.60 and Council Policy 300-07, the City advertised a Request for Proposals for the Consulting Services and received one responsive proposal from SCS Engineers, Inc.; and

WHEREAS, the City evaluated the proposal from SCS Engineers, Inc. and determined that SCS Engineers, Inc. is highly qualified to provide the Consulting Services; and

WHEREAS, the City selected SCS Engineers, Inc. to provide the Consulting Services, subject to City Council approval; and

WHEREAS, the Environment Committee heard this item on June 13, 2019, and unanimously recommended that the City Council approve the contract award to SCS Engineers, Inc.; NOW THEREFORE,

BE IT RESOLVED, by the City Council of the City of San Diego, that the Mayor, or his designee, is authorized to execute, for and on behalf of the City, an agreement with SCS Engineers, Inc., for as-needed consulting services to provide compliance with applicable local, state and federal GHG regulations at City landfills, for a period of five years, in an amount not to
exceed $1,500,000, under the terms and conditions set forth in the Agreement on file with the City Clerk as Document No. RR-312553.

BE IT FURTHER RESOLVED, that the Chief Financial Officer is authorized to appropriate and expend an amount not to exceed $1,500,000 from the Refuse Disposal Fund No. 700039, solely and exclusively to provide funds for the Agreement, contingent upon City Council approval of the annual Appropriations Ordinance for the applicable fiscal years, and upon the Chief Financial Officer first furnishing one or more certificates certifying that the funds necessary for expenditure are, or will be, on deposit with the City Treasurer.

BE IT FURTHER RESOLVED, that the Chief Financial Officer is authorized to appropriate and expend $1,000 from the Refuse Disposal Fund No. 700039, for the purpose of executing the Agreement and meeting minimum contract requirements.

APPROVED: MARA W. ELLIOTT, City Attorney

By David L. Krypel
Deputy City Attorney

DLK:hm
June 12, 2019
Or.Dept:Environmental Services
Doc. No.: 2027386
I certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of JUL 09 2019.

ELIZABETH S. MALAND
City Clerk

Approved: 7/11/19
(date)

Vetoed: ________________________
(date)

KEVIN L. FAULKNER, Mayor

By
Deputy City Clerk

KEVIN L. FAULKNER, Mayor

- PAGE 3 OF 3 -
Passed by the Council of The City of San Diego on **JUL 09 2019**, by the following vote:

<table>
<thead>
<tr>
<th>Councilmembers</th>
<th>Yeas</th>
<th>Nays</th>
<th>Not Present</th>
<th>Recused</th>
</tr>
</thead>
<tbody>
<tr>
<td>Barbara Bry</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jennifer Campbell</td>
<td>✓</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Chris Ward</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Monica Montgomery</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mark Kersey</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chris Cate</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Scott Sherman</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vivian Moreno</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Georgette Gómez</td>
<td>✓</td>
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</tbody>
</table>

Date of final passage **JUL 11 2019**.

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

AUTHENTICATED BY: 

KEVIN L. FAULCONER  
Mayor of The City of San Diego, California.

ELIZABETH S. MALAND  
City Clerk of The City of San Diego, California.

By Connie Patterson  
Deputy

Office of the City Clerk, San Diego, California

Resolution Number R- **312553**
Passed by the Council of The City of San Diego on July 9, 2019, by the following vote:

YEAS: BRY, CAMPBELL, WARD, MONTGOMERY, KERSEY, CATE, SHERMAN, MORENO & GÓMEZ.

NAYS: NONE.

NOT PRESENT: NONE.

RECUSED: NONE.

AUTHENTICATED BY:

KEVIN L. FAULCONER
Mayor of The City of San Diego, California

ELIZABETH S. MALAND
City Clerk of The City of San Diego, California

(Seal)

By: Connie Patterson, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true, and correct copy of RESOLUTION NO. R-312553, approved on July 9, 2019. The date of final passage is July 11, 2019.

ELIZABETH S. MALAND
City Clerk of the City of San Diego, California

(Seal)

By: Connie Patterson, Deputy