

ORIGINAL

**AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND
STANTEC CONSULTING SERVICES, INC.
FOR
DESIGN OF RANCHO BERNARDO INDUSTRIAL
PUMP STATION REPLACEMENT**

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DESIGN PROFESSIONAL AGREEMENT EXHIBITS

- Exhibit A - Scope of Services
- Exhibit B - Compensation and Fee Schedule
- Exhibit C - Time Schedule
- Exhibit D - City's Equal Opportunity Contracting Program Consultant Requirements
 - (AA) Disclosure of Discrimination Complaints
 - (BB) Work Force Report
 - (CC) Subcontractors List
- Exhibit E - Determination Form
- Exhibit F - Consultant Performance Evaluation Form
- Exhibit G - Contractor Standards Pledge of Compliance

**AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND STANTEC CONSULTING SERVICES, INC.
FOR DESIGN PROFESSIONAL SERVICES**

THIS Agreement is made and entered into between the City of San Diego, a municipal corporation [City], and Stantec Consulting Services, Inc. [Design Professional] for the Design Professional to provide Professional Services to the City for the Design of Rancho Bernardo Industrial Pump Station Replacement [Project].

RECITALS

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

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

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

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

**ARTICLE I
DESIGN PROFESSIONAL SERVICES**

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

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

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

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

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

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

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

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

ARTICLE II DURATION OF AGREEMENT

2.1 Term of Agreement. This Agreement shall be effective on the date it is executed by the last Party to sign the Agreement, and approved by the City Attorney in accordance with San Diego Charter Section 40. Unless otherwise terminated, it shall be effective until completion of the Scope of Services or for no more than eighty-four (84)

months, whichever is the earliest. Any extension beyond eighty-four (84) 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 the Scope of Services [Exhibit A] is set forth in the Time Schedule [Exhibit C].

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

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

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

2.6 City's Right to Terminate for Convenience. The City may, at its sole option and for its convenience, terminate all or any portion of the Professional Services agreed to pursuant to this Agreement by giving written notice of such termination to the Design Professional. Such notice shall be delivered by certified mail with return receipt for delivery to the City. The termination of the Professional Services shall be effective upon receipt of the notice by the Design Professional. After termination of this Agreement, the Design Professional shall complete any and all additional work necessary for the orderly filing of documents and closing of the Design Professional's Professional Services under this

Agreement. For services satisfactorily rendered in completing the work, the Design Professional shall be entitled to fair and reasonable compensation for the Professional Services performed by the Design Professional before the effective date of termination. After filing of documents and completion of performance, the Design Professional shall deliver to the City all drawings, plans, calculations, specifications and other documents or records related to both the Project and to the Design Professional's Professional Services on the Project. By accepting payment for completion, filing and delivering documents as called for in this paragraph, the Design Professional discharges the City of all of the City's payment obligations and liabilities under this Agreement.

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

ARTICLE III COMPENSATION

3.1 Amount of Compensation. The City shall pay the Design Professional for performance of all Professional Services rendered in accordance with this Agreement, including reasonably related expenses, a total contract amount not exceeding \$2,251,320. The compensation for the Scope of Services shall not exceed \$1,874,600, and the compensation for Additional Services (described in Section 3.2), if any, shall not exceed \$376,720.

3.2 Additional Services. The City may require that the Design Professional perform additional Professional Services [Additional Services] beyond those described in the Scope of Services [Exhibit A]. Prior to the Design Professional's performance of Additional Services, the City and the Design Professional must agree in writing upon a fee for the Additional Services, including reasonably related expenses, in accordance with the Compensation and Fee Schedule [Exhibit B]. The City will pay the Design Professional for the performance of Additional Services in accordance with Section 3.3.

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

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

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

ARTICLE IV DESIGN PROFESSIONAL'S OBLIGATIONS

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

4.2 Right to Audit.

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

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

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

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

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

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

4.3 Insurance. The Design Professional shall not begin the Professional Services under this Agreement until it has: (a) obtained, and provided to the City, insurance certificates and endorsements reflecting evidence of all insurance required in Article IV, Section 4.3.1; however, the City reserves the right to request, and the Design Professional shall submit, copies of any policy upon reasonable request by the City; (b) obtained City approval of each company or companies as required by Article IV, Section 4.3.3; and (c) confirmed that all policies contain the specific provisions required in Article IV, Section 4.3.4 of this Agreement. However, failure to obtain the required documents prior to the Professional Services commencing shall not waive Design Professional's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this Agreement, at any time. Design Professional's liabilities, including but not limited to Design Professional's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Except as provided for under California law, all policies of insurance required hereunder must provide that the City is entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies. Maintenance of specified insurance coverage is a material element of this Agreement and Design Professional's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of contract by the City.

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

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

4.3.1.1 Commercial General Liability. The Design Professional shall keep in full force and effect Commercial General Liability (CGL) Insurance written on an ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of \$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 Design Professional's automobiles including owned, hired and non-owned automobiles, the Design Professional shall keep in full force and effect, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1 million per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto). If the Design Professional does not possess owned automobiles then coverage for hired and non-owned automobiles shall be provided.

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

4.3.2 Deductibles. All deductibles on any policy shall be the responsibility of the Design Professional 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.

4.3.3.2 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, and (c) your work, including but not limited to your completed operations performed by you or on your behalf.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.5 Contract Records and Reports.

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

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

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

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

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

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

4.6 Non-Discrimination Requirements.

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

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

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

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

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

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

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

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

4.8 Title 24/Americans with Disabilities Act Requirements. Design Professional has sole responsibility for ensuring that all Project plans and other design services comply with all accessibility requirements under Title 24 of the California Code of Regulations, known as the California Building Code (Title 24), and under the Americans with Disabilities Act Accessibility Guidelines (ADAAG) in effect at the time the designs are submitted to the City for review. When a conflict exists between Title 24 and ADAAG, the most restrictive requirement shall be followed by Design Professional (i.e., that which provides the most access). Design Professional warrants and certifies that any and all plans and specifications prepared for the City in accordance with this agreement shall meet all requirements under Title 24 and ADAAG. Design Professional understands that while the City will be reviewing Design Professional's designs for compliance in specific and certain areas under Title 24 and ADAAG prior to acceptance of Design Professional's designs, Design Professional understands and agrees that the City's access review process and its acceptance of Design Professional's designs in no way limits the Design Professional's obligations under this agreement to prepare designs that comply with all requirements under Title 24 and ADAAG.

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

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

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

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

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

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

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

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

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

4.11 Mandatory Assistance. If a third party dispute or litigation, or both, arises out of, or relates in any way to the Professional Services provided under this Agreement, upon the City's request, the Design Professional, its agents, officers, and employees agree to assist in resolving the dispute or litigation. The Design Professional's assistance includes, but is

not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

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

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

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

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

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

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

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

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

The Design Professional shall review the completed Storm Water Applicability Checklist (DS-560) to confirm the project's appropriate storm water requirements. For all applicable projects, and to the maximum extent practicable, the Design Professional shall incorporate and include Source Control and Low Impact Development (LID) design features or Site Design BMPs on the construction plans. In addition, for Priority Development projects, the Design Professional shall prepare a Storm Water Quality Management Plan in accordance with the requirements of the Storm Water Standards Manual and prepare a BMP plan showing all permanent BMPs, LID designs, hydromodification management plan facilities, and include sufficient details and cross sections for construction.

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

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

4.19 ADA Certification. By signing this Agreement the Design Professional agrees that it is aware of, and hereby certifies that it agrees to comply with, the City's Americans With Disabilities Act Compliance/City Contracts requirements set forth in Council Policy 100-

04, adopted by San Diego Resolution R-282153 and incorporated into this Agreement by this reference. Council Policy 100-04 is available at <https://www.sandiego.gov/city-clerk/officialdocs>.

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

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

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

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

4.20.1.2 The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Agreement. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Agreement in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Agreement, each successive predetermined wage rate shall apply to this Agreement on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Agreement, such wage rate shall apply to the balance of the Agreement.

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

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

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

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

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

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

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

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

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

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

Labor Code section 1725.5; or (3) the subconsultant is replaced by another registered subconsultant pursuant to Public Contract Code section 4107.

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

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

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

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

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

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

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

ARTICLE V RESERVED

ARTICLE VI INDEMNIFICATION

6.1 Indemnification. Other than in the performance of design professional services which shall be solely as addressed in Section 6.2 below, to the fullest extent permitted by law, Design Professional shall defend (with legal counsel reasonably acceptable to the City), indemnify and hold harmless the City and its officers, agents, departments, officials, and employees [Indemnified Parties] from and against all claims, losses, costs,

damages, injuries (including, without limitation, injury to or death of an employee of Design Professional or its Subcontractors), expense and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any services performed under this Agreement by the Design Professional, any Subcontractor, anyone directly or indirectly employed by them, or anyone that they control. The Design Professional's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the active negligence, sole negligence or sole willful misconduct of the Indemnified Parties.

6.2 Design Professional Services Indemnification and Defense.

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

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

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

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

ARTICLE VII MEDIATION

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

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

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

fees, a list of three requested Mediators marked in preference order, and a preference for available dates.

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

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

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

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

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

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

ARTICLE VIII INTELLECTUAL PROPERTY RIGHTS

8.1 Work For Hire. All original designs, plans, specifications, reports, documentation, and other informational materials, whether written or readable by machine, originated or prepared exclusively for the City pursuant to this Agreement (Deliverable Materials) is "work for hire" under the United States Copyright law and shall become the sole property of the City and shall be delivered to the City upon request. The Design Professional, 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 Design Professional, including its employees, agents, talent and independent Subcontractors pursuant to this Agreement are the sole property of the City. The Design Professional, including its employees, agents, talent, and independent Subcontractor(s), may not use any

such Deliverable Materials mentioned in this article for purposes unrelated to Design Professional's work on behalf of the City without prior written consent of the City.

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

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

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

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

8.7 Intellectual Property Warranty and Indemnification. Design Professional represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this contract are either original, not encumbered and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Design Professional to produce, at Design Professional's own expense, new non-infringing materials, deliverables or Works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Design Professional further agrees to indemnify and hold

harmless the City, its elected officials, officers, employees and agents from and against any and all claims, actions, costs, judgments or damages of any type alleging or threatening that any materials, deliverables, supplies, equipment, services, Deliverable Materials, or Works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claims of Infringement). If a Third Party Claim of Infringement is threatened or made before Design Professional receives payment under this contract, City shall be entitled, upon written notice to Design Professional, to withhold some or all of such payment.

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

ARTICLE IX MISCELLANEOUS

9.1 Notices. In all cases where written notice is required under this Agreement, service shall be deemed sufficient if the notice is deposited in the United States mail, postage paid. Proper notice shall be effective on the date it is mailed, unless provided otherwise in this Agreement. For the purpose of this Agreement, unless otherwise agreed in writing, notice to the City shall be addressed to: Engineering & Capital Projects, c/o Dwayne Abbey, 525 B Street, Suite 750, San Diego, CA 92101, and notice to the Design Professional shall be addressed to: Stantec Consulting Services Inc., Jeff Endersby, 9797 Aero Drive, Suite 310, San Diego, CA 92123, jeff.endersby@stantec.com.

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

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

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

9.5 Design Professional and Subcontractor Principals for Professional Services. It is understood that this Agreement is for unique Professional Services. Retention of the Design Professional's Professional Services is based on the particular professional expertise of the following members of the Design Professional's organization: Jeff Endersby and Ray Fakhoury [Project Team]. Accordingly, performance of Professional Services under this Agreement may not be delegated to other members of the Design Professional's organization or to Subcontractors without the prior written consent of the City. It is mutually agreed that the members of the Project Team are the principal persons responsible for delivery of all Professional Services and may not be removed from the Project Team without the City's prior written approval. Removal of any member of the Project Team without notice and approval by the City may be considered a default of the terms and conditions of this Agreement by the

Design Professional. In the event any member of the Project Team becomes unavailable for any reason, the City must be consulted as to any replacement. If the City does not approve of a proposed replacement, the City may terminate this Agreement pursuant to section 2.6 of this Agreement. Further, the City reserves the right, after consultation with the Design Professional, to require any of the Design Professional's employees or agents to be removed from performance of the Scope of Services.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The remainder of this page has been intentionally left blank.

IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor, pursuant to Ordinance Number 0.2022.08, authorizing such execution, and by the Design Professional pursuant to Stantec Consulting Services, Inc.'s signature authority document.

I HEREBY CERTIFY I can legally bind Stantec Consulting Services, Inc. and that I have read all of this Agreement, this 1st day of May, 2022

By Tama Snow
Tama Snow
Senior Principal

Dated this 14th day of November, 2022.

THE CITY OF SAN DIEGO
Mayor or Designee

By Cindy Crocker
Cindy Crocker
Principal Contract Specialist
Purchasing & Contracting

I HEREBY APPROVE the form of the foregoing Agreement this 29th day of November, 2022

MARA W. ELLIOTT, City Attorney

By Mara W. Elliott
Deputy City Attorney

DESIGN PROFESSIONAL AGREEMENT
EXHIBITS

SCOPE OF SERVICES

Project Description and Background

This project will replace the existing Rancho Bernardo Industrial Pump Station (RBI PS) with a new above grade pump station, outfitted with modern pumping units, equipment, and controls to enable reliable and efficient pumping operations. The new RBI PS will be housed in a new CMU Block building, including a separate electrical room, lighting, HVAC, glass block, skylights, and architectural features to be identified during the project. The Project location is 16061 Big Springs Way, San Diego, CA 92127.

The new RBI PS scope of services includes preliminary and final design for the following items:

- New RBI PS to meet the maximum day demand and fire flow rate in the Pomerado Park HGL 920 zone.
- New 36-inch steel suction line and 20-inch steel discharge line to the new pump station.
- Exterior concrete driveway and pad in front of pump station above discharge header in consideration of heavy equipment operation.
- Standby generator and automatic transfer switch (ATS) for emergency operation.
- New security system and a SCADA system.
- Replace the existing reservoir altitude valve with multiple new altitude valves.
- Demolish the existing Rancho Bernardo Industrial Pump Station after the new pump station is built and is in service, including capping and abandoning the suction and discharge headers, and restore slope and vegetation.
- Modify the overflow drainage from the existing reservoir to the storm water collection system to include a new drain vault, air gap, dechlorinating device and new overflow pipe. Dispose of overflow via 1 of the following options:
 - New bio-retention basin on the north side of the existing pump station to receive the reservoir overflow.
 - Connection of a new overflow pipe to the existing 6-inch storm drain located between Big Spring Way and Turtleback Road. The existing 6-inch storm drainpipes may need to be upsized (approximately 1,200 feet.)
 - Construction of approximately 1,600 feet of new storm drain in the City's existing easement. The new storm drain will be connected to the existing 18-inch storm drain in Bernardo Center Drive. The existing 18-inch storm drainpipes may have to be upsized.

The analysis will include a modeling evaluation of the existing storm drain capacity during the preliminary design phase to determine appropriate point of connection. Preferred alternative will be recommended in the preliminary design and become the basis for final design.

- The New Rancho Bernardo Industrial Pump Station will be able to operate during the Pomerado Park Reservoir rehabilitation. City will identify preferred modes of operation, which may include pressure control, flow control, and/or temporary bypass, or recirculation.

Preliminary Design will require the following:

- Confirm the demands and pressure requirements via field measurements and collected data.
- Develop system envelope which covers anticipated points of operation.
- Select major equipment including vertical turbine pumps.
- Perform surge analysis of the system and recommend mitigation measures if necessary.
- Provide narrative description of pump station operation, control strategy, and testing strategy following construction.
- Describe approach to be used during design to minimize community impact during construction.
- Provide design criteria and features to be incorporated in the detail design of pump station.

Other detailed design considerations include the following:

- Site layout to include consideration of operating noise impacts, ventilation per City of San Diego's Municipal Code, and security fencing. Structures to be fire-resistive construction (reinforced concrete, steel, or masonry wall). Pump Station building to utilize skylights for crane operated motor and pump removal, maintenance, and replacement. Stainless steel material is to be considered prevent skylight breaks and leaks. Use of glass block in strategic locations to provide natural interior lighting.
- Complete on-site outdoor permanent generator design. The generator will be located outside the pump station structure and will meet noise limit code requirements. Design will include features for mitigation of noise, emissions, and safety hazards. Noise mitigation methods may include dedicated sound enclosure and/or sound baffle walls. Fuel tanks will be located above ground with fuel spill protection and containment. Generator design to include underground conduit, hard wired to electrical control room.
- Design to include exterior concrete driveway and pad in front of station above discharge header in consideration of heavy equipment operation. The remaining paved areas to be asphalt. Driveway and pad to be level. Pump station flow meter to be placed in a well-drained and vented underground vault to allow straight upstream length (approach) and downstream length of 10 and 5 pipe diameters (AWWA C 701/704).
- Pump station to include equally sized pumps that can be rotated as duty pumps while providing full standby and fire flow capacity. Reinforced concrete pedestals raised above the floor will be provided for pumps, control valves, and raised electrical switchgear and control cabinets. Pump station will be equipped with adequate floor drainage to prevent flooding. Floors will slope to floor drain or drainage pit to move nuisance water away from pumps and equipment. Pump gland drains will be provided in pump areas. Floors, gratings, and plates will be non-slip. Below grade equipment structures which cannot be drained by gravity piping will be provided with sump pumps or drains to prevent flooding.
- Main aisles to be 5-feet minimum. Pumps spaced 4-feet minimum, side to side. Preliminary design will confirm City preference for pump and valve removal strategy. Confirm with City Project Manager prior to starting design of hoist system whether a fixed monorail crane that runs over the control valves only or a traveling bridge crane is preferred. Changes in removal equipment design following the 30% design will be considered additional work and grounds

for design fee adjustment. Building height and crane height must be adequately designed to clear equipment and crane must travel to a truck-accessible doorway not less than eight feet wide. There shall be sufficient room inside the pump station in order to allow the operations truck to back up into the pump station where the lifted valve can be loaded on the back of the truck. (Consider Water Operations Vehicle Dimensions Provided).

- Building roof to include a mansard-style semi-flat roof with three-foot high parapet around perimeter for operator safety. Semi-flat roof must be easily accessible and walkable for operators while including mild arch for drainage to perimeter gutters and downspouts. Any required safety railing, and interior ladder fall arrest equipment to be in accordance with OSHA standards. Each pump/motor combination to have overhead removable skylight for ease of crane lift and removal from exterior of building.
- Design, Testing, SCADA signal verification, Operation and PUD Staff Training is to include close coordination with SCADA staff during design, start-up testing, and live testing stages. Stantec will coordinate with City Staff to confirm line of sight from pump station to SCADA Hub exists. SCADA consideration will utilize the latest City design guidelines at the Design-Bid-Build stage. Consideration of SCADA override capability system in case of valve failure.

Assumptions: SCADA system component design is on-site only and Stantec will provide control strategy support during start-up for a 3rd party programmer hired by the construction contractor. Stantec will not perform equipment, PLC, or SCADA programming.

- Design shall be in accordance with the City of San Diego Water Facility Design Guidelines (2021 Edition) in addition to other City and non-City guidelines and standards. These guidelines and standards are not a substitute for good engineering.

SCOPE OF SERVICES

TASK 1 PROJECT MANAGEMENT SUPPORT

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

Subtask 1.1 Project Administration and Communication

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

Assumptions:

- The project is assumed to be approximately 48 months in duration (project design, bid/award, and construction phase support)

Subtask 1.2 Develop and Update Design Schedule

Prepare a design schedule. Schedule shall include milestones for the following deliverables as outlined for 30%, 60%, 100%, and Final design. Prepare monthly schedule updates to provide ongoing status.

Subtask 1.3 Periodic Progress Updates

Provide periodic progress updates to the City Project Manager including budget information, issues encountered, out-of-scope items and status, action items, and percentage of task completion.

Subtask 1.4 Meetings

Coordinate team meetings with City's Project Manager and representatives, Engineering & Capital Projects, Public Utilities, subconsultants, and permitting agencies necessary for the completion of design plans, specifications and related services as specified in the Scope of Services; document meetings through meeting minutes and include action items, responsible party or person, and expected finish per item. including:

- 1.4.1 Design kick-off meeting (1) Within two weeks of notice to proceed, a project kick-off meeting will be held between Stantec and the City to review and document project goals, objectives, and action steps to be taken.
- 1.4.2 Coordination/Progress meetings. Task includes preparation of meeting agendas prior to the meetings and meeting notes documenting key points and distributed no later than a week after the meeting. Meetings maybe held in person or virtually.
- 1.4.3 Design review meetings (4). Task includes preparation of meeting agendas prior to the meetings and meeting notes documenting key points and distributed no later than a week after the meeting. Meetings will be conducted in conjunction with Technical Memorandum/Basis of Design Report (TM/BDR), 30%, 60%, and 100% design. Meetings held as a direct result of errors or emissions will not be charged.
- 1.4.4 Per City Project Manager's request, attend other project related meetings (2).
- 1.4.5 Community planning meetings (2) in order to present the project to the community planning group.

Subtask 1.5 Agency and City Department Coordination

This project is located adjacent to the Rancho Bernardo Reservoir and will require coordination with the Division of Safety of Dams (DSOD) in addition to coordination with the Water Systems Operations within the Public Utilities Department. The system will comply with the City's SCADA control requirements; therefore, the team shall coordinate with the City on design requirements.

Additionally, coordination with the City's Park & Recreation Open Space Division and Storm Water Division might be required.

This task also includes coordination and design interface that will be required with SDG&E and telecommunications provider for electrical power distribution, SCADA, and facility security. Construction staging for construction will be identified by the contractor. Stantec will recommend and coordinate a staging location to be included in the design documents. Construction easements for such staging areas or property use negotiations are the responsibility of the Construction Contractor. Work area limits will be identified on the plans.

Deliverables:

- Project Design Schedule (PDF)
- Periodic updates of project status, and design schedule (PDF)
- Meeting Agendas, Draft and Final (PDF),
- Meeting Notes, Draft and Final (PDF),

TASK 2 PRELIMINARY DESIGN

The Rancho Bernardo Industrial Pump Station design will be in accordance with current applicable laws, regulations and codes, and professional standards of practice. Stantec will provide internal quality control review of all deliverables to ensure requirements of the agreed upon scope are met. The pre-design activities are as follows:

2.1 Subsurface Utility Mapping and Exploration (Potholing)

Stantec will investigate existing utilities in the immediate vicinity of the proposed project improvements. Stantec will identify and contact each of the existing utility owners within the project's excavation areas, and request records of their facilities. This information will be used to ascertain potential impacts or additional coordination needed with the utility as it relates to the project's excavation locations. Stantec will maintain a detailed log of the requests, communications, and records received with each utility owner. Records of existing utilities received will be included in the project's utility basemap for use during design and construction. Planned (future) facilities by nearby utility owners discovered during this investigation process will be flagged by Stantec for continued coordination between the project team, City, and the utility owner.

Following the existing utility records review, Stantec Subconsultant AirX will perform utility location by potholing to provide visible, nonerasable witness points for each utility located. This task shall include contact with USA Dig Alert for local utility information, follow-up with the identified utilities and mapping prior to finalizing the pothole locations. The purpose of the potholing is to locate depth of the water piping connections, storm drain design and connections, and other utilities that may impact the project. The findings of this research shall be presented in a Utility Exploration Report. AirX will obtain all permitting required for potholing work.

The number of potholes needed will be determined during design and Stantec will prepare a pothole plan. An allowance for potholing is included in the fee estimate.

Deliverables:

- Utility Exploration Report (PDF)
- Utility Owner Identification and Correspondence Log (PDF)
- Utility records received (PDF)

Assumptions:

- For the purposes of this proposal an allowance has been included. Actual pothole cost will be adjusted if needed and agreed to by the City.

2.2 Site Topography and Base Mapping

Prepare topographic mapping for the site. Using record maps, public and private utility drawings, and the preliminary City survey files. Stantec Subconsultant Nova will verify site conditions and create a digital base map to be used for all plans, reports, and exhibits.

Draft survey MicroStation CADD files shall be submitted to Engineering & Capital Projects Department (E&CP) Surveying Engineers for review and acceptance. MicroStation CADD files shall be in accordance with the Citywide CADD Standards 2018 edition. Comments will be addressed following the E&CP surveying review and a final survey CADD file will be submitted. Area to be surveyed as shown in Figure 2-1 below.



Deliverables:

- Draft Survey MicroStation CADD files (.dgn format)
- Completed survey deliverables checklist (PDF)
- Approved Survey MicroStation CADD files (.dgn format)

Assumptions:

- Mapping will be prepared in accordance with the Citywide CADD Standards 2018 Edition.
- Survey deliverables checklist will be provided by the City.

2.3 Geotechnical and Environmental Investigation, Testing, and Reporting

A geotechnical and environmental investigation will be conducted by Stantec subconsultant Allied Geotechnical to provide subsurface data to support project design and construction. The geotechnical field investigation will be coordinated with the City to confirm boring locations are not subject to a 511 permit.

2.3.1 Geotechnical Engineering Analysis and Report Preparation

Allied Geotechnical will obtain all permitting required for geotechnical exploration and potholing work. Geotechnical Report shall be in accordance with the City of San Diego's 'Guidelines for Geotechnical Reports'.

Subsurface investigation includes the following:

- 4 borings 20 feet deep or to refusal along the pipeline alignment
- 2 borings 40 feet deep or to refusal at the pump station site

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

Deliverables:

- Draft Geotechnical Investigation Report (PDF)
- Approved Final Geotechnical Investigation Report (PDF).

2.3.2 Storm Water Requirements Application Checklist (DS-560)

Submit a completed DS-560 Storm Water Requirements Applicability Checklist to the City. Prepare Water Pollution Control Plan and/or Storm Water Quality Management Plan. A draft of the DS-560 for will be prepared with the 90% design submittal, then finalized with the 100% design for submittal to the City, and Development Services Department (DSD) as part of the building permit process.

Deliverables:

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

2.4 Studies and Hydraulic Analysis

Prepare studies and Technical Memoranda (TM) as follows:

2.4.1 Hydraulic and Transient Analysis (TM-1)

Stantec will perform a hydraulic analysis and transient analysis to verify pump selection, drive requirements, number of pumps, and general pumping configuration needed to meet the pump station capacity requirements provided by the City, as follows:

- Determine if any pressure spikes would occur during normal or emergency operations,
- Provide valve operating parameters,
- Conduct a hydraulic study to verify the pump station will perform as designed,
- Analyze operation under the expected ranges of flow.

EXHIBIT A

Stantec will perform a hydraulic analysis to develop system parameters and document the anticipated operating scenarios for the pump station. Stantec will summarize the findings of the hydraulics analysis, and will incorporate those results into the design documents. Hydraulic parameters anticipated include, but are not limited to:

- Maximum, average, and minimum flow rates
- Pipeline velocities
- Static lift
- Headloss
- Pipeline pressure
- Preliminary pump selection

Stantec will also perform a transient analysis to identify (positive or negative) pressure spikes that may occur during a sudden loss of power at the pump station. The analysis will include normal or emergency operations and provide recommendations for mitigating pressure surges (surge tank, air/vacuum valves, etc.).

Deliverables:

- Draft TM-1 Hydraulic Analysis Technical Memorandum (PDF),
- Final TM-1 Hydraulic Analysis Technical Memorandum (PDF),
- Hydraulic Transient Analysis included as Appendix to Basis of Design Report.

Assumptions:

- The City will make available to Stantec their water model for the suction and discharge zones of the RBIPS
- Stantec will utilize Bentley HAMMER modeling software to perform the analysis
- Stantec will rely on the hydraulic (pressure, velocity, etc) criteria described in the 2021 Water Facility Guidelines unless directed otherwise (before the hydraulic / transient analysis), in which case the City will provide project specific criteria.

2.4.2 Traffic Concept Plan (TM-2)

Stantec will perform this study which will focus on quantifying traffic impacts during construction only. The traffic study will address the traffic impacts related to the construction of the pump station, as well as the selected storm drain alignment. In addition to quantifying the traffic impacts from construction as well as mitigation measures, Stantec Subconsultant **STC Traffic Inc.** will develop narrative and conceptual traffic mitigation plan for street construction, to identify locations requiring traffic control design plans for bidding and areas where traffic control plans will be required by the contractor. Locations requiring traffic control design will be provided as part of Task 8.3.

Deliverables:

- TM-2 Conceptual Traffic Control Strategy and Plan Technical Memorandum

2.4.3 Acoustical Analysis/Noise Study (TM-3)

Stantec Subconsultant **DHK** will conduct a noise impact study for the operation phases of the project, and recommend noise reduction measures including, but not limited to, erection of sound walls, and acoustical panels at the project site. To accomplish this, the following activities are included in this scope of services:

- Conduct an ambient noise baseline survey to evaluate existing noise conditions relative to the Rancho Bernardo Industrial Pump Station (RBIPS) facility located in a “residential” zoned area within the City of San Diego.
- Utilize SoundPlan noise simulation software to evaluate the RBIPS noise impact(s) on the immediate (250-meter radius) development and provide graphical and quantitative analysis to assist in the design development. Two simulations will be completed including 1) normal RBIPS operations and 2) emergency engine generator operations
- Summarize the regulatory and noise ordinance requirements, ambient baseline conditions, noise computer simulations, for the RBIPS, operational acoustical abatement analyses, findings, and recommendations into a Noise Assessment Report.

If requested by DSD, A technical report will be prepared to summarize findings, outlining any potential impacts, and associated mitigation measures recommended for design and construction.

Deliverables:

- Noise Model Results
- TM-3 Noise Mitigation and Control Plan Technical Memorandum

2.4.4 Aesthetics (TM-4)

Evaluate site layout, aesthetics, and landscaping. Stantec will prepare layout or renderings to illustrate the proposed pump station’s physical characteristics. Stantec will evaluate the aesthetic impact of the proposed project, as well as determine the appropriate mitigation measures. Include landscaping and access for the new RBI Pump Station site, landscaping and restoration for the existing pump station site (following demolition)

Deliverables:

- TM-4 Aesthetics PDF
- Preliminary Site Renderings
- Final Site Renderings

2.4.5 Overflow Drainage Discharge Plan (TM-5)

Evaluate a maximum of three (3) overflow discharge options as follows:

1. New bio-retention basin on the north side of the existing pump station to receive the reservoir overflow.

2. Connection of a new overflow pipe to the existing 6-inch storm drain located between Big Spring Way and Turtleback Road. The existing 6-inch storm drainpipes may need to be upsized (approximately 1,200 feet.) Identify potential options for onsite storage and gradual release.
3. Construction of approximately 1,600 feet of new storm drain in the City's existing easement. The new storm drain will be connected to the existing 18-inch storm drain in Bernardo Center Drive. The existing 18-inch storm drainpipes may have to be upsized.

Prepare a preliminary Dechlorination plan. Evaluate suitability of Tideflex Dechlorinating Overflow Security Assembly (SOSA) versus simple Sodium Bisulfite tablet contact in a new concrete overflow box.

Identify connection points and pipeline alignments to connect the existing reservoir overflow and drain pipeline to the existing storm drain system. Evaluate excess capacity using the existing storm drain model.

Deliverables:

- Overflow Drainage Discharge Plan Technical Memorandum

2.4.6 Power Supply Plan (TM-6)

Power Supply: Stantec will coordinate with SDG&E to evaluate the existing utility power supply to determine if the new RBIPS will need a power upgrade. If new power supply is needed Stantec will coordinate with SDG&E for meter and transformer location. Stantec will prepare an electrical system load calculation and load profile to determine power demand to size the new utility supply requirements and the size of the stand-by generator. A generator sizing software such as Power Suite or SpecSizer will be used to determine the size of the generator. Generator enclosure will be included to significantly reduce noise produced by stand-by generator. Stantec will prepare the SDG&E application, but the City will pay the application fee.

Deliverables:

- TM-6 Power Supply Plan Technical Memorandum
- SDG&E application

2.4.7 Control Strategy (TM-7)

Control Strategy: Stantec will coordinate with City Operations to evaluate control strategy needed to meet operational requirements, including level control and pressure control. Control strategy will identify and recommend the number of VFD's required.

Deliverables:

- TM-7 Control Strategy Technical Memorandum

2.4.8 Corrosion Control (TM-8)

Stantec Subconsultant RF Yeager will coordinate with Allied Geotechnical to evaluate the corrosion potential and identify corrosion control requirements and any cathodic protection requirements.

Deliverables:

- TM-8 Corrosion Control Technical Memorandum

TASK 3 DESIGN DEVELOPMENT

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

3.1 Prepare Technical Memorandum/Basis of Design Report

Stantec will develop a Technical Memorandum (TM)/Basis of Design Report (BODR) of the project for City's formal review and comment at preliminary design level. The TM/BODR will include defining City standards, City and regulatory agency requirements for design and design calculations required for the project. The TM/BODR shall include the results of studies, description/narratives of systems and preparation of limited Preliminary (10%) Drawings to show or define the project elements.

3.1.1 Draft Technical Memorandum/Basis of Design Report

The TM/BODR shall include text describing the results of the pre-design activities, and design consideration / constraints that are required for a successful design.

Topics anticipated to be covered by the TM/BODR include, but is not limited to the following:

- Existing Conditions, including, but not limited to base map, property lines, roads, utility lines and appurtenances (above and underground), drainage facilities
- Demolition and construction phasing requirements (including anticipated Work by City Forces)
- Site access, and storage / mobilization areas needed
- Pump selection and mechanical piping design
- Structural design criteria
- Architectural design criteria
- Site work requirements (grading, paving, and landscape design)
- Stormwater requirements (WPCP, BMPs)
- Electrical loads and service plan
- Title 24 requirements
- Instrumentation / communication (SCADA) needs and pump control philosophy

- Cathodic protection
- Building systems and security (Fire protection, security, ventilation)
- Reservoir overflow alternatives evaluation and altitude valve requirements
- ADA Curb ramp design requirements if required for overflow storm drain.

3.1.2 Prepare 10% Design Drawings

The BODR will also include the preparation and 10% design development of the following drawings:

1. Title sheet,
2. Vicinity and location map,
3. Title block (City provided); north arrow; scales; project title; construction notes; construction legend; standard symbols; telephone numbers of utilities and other affected agencies and businesses; basis of bearing and benchmark; general notes and abbreviations,
4. Overall Site Plan
5. Demolition Plan
6. Grading and Drainage Plan
7. Yard Piping Plan
8. Storm Drain Plan 1
9. Storm Drain Plan 2
10. Pump Station Mechanical Plan
11. Electrical Site Plan
12. Electrical One Line Diagram
13. Process Instrumentation and Control Diagram (P&ID)
14. Network Diagram

3.1.3 Prepare Preliminary Cost Estimate, Calculations, and Specifications List

Prepare a preliminary design (10% design) cost estimate of the Engineer's opinion of probable construction cost. Cost estimate will be broken down by item quantity and either Unit or Lump Sum costs.

Prepare a list of construction specifications anticipated to be needed.

3.1.4 Respond to City Comments

City will coordinate all City comments into one coordinated comment spreadsheet in a format as defined by the City. Stantec will respond to each City Comment in spreadsheet, either agreeing or disagreeing and stating the basis for the disagreement. A meeting will be held if needed to resolve responses the City disagrees with.

3.1.5 Prepare Final TM/Basis of Design Report (BODR)

Prepare a Final TM/BODR. Incorporate agreed upon comments from the City's formal review and comments on the draft (TM)/Basis of Design Report (BODR).

3.1.6 Draft and Final QA/QC

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

3.1.7 Preliminary Drainage, & SWQMP

Stantec will provide drainage study and Storm Water Quality BMP services.

Deliverables:

- Draft TM/BODR
- Final TM/BODR
- Title 24 Preliminary Study (PDF),
- Preliminary 10% design drawings (PDF),
- Preliminary specifications table of contents (PDF),
- Preliminary design calculations (PDF),
- Preliminary engineering cost estimate (PDF),
- Preliminary design review checklist (PDF),
- Preliminary Site Drainage study (PDF), and
- Stormwater Quality Management Plan (SWQMP) (PDF).

3.2 30% Design Submittal

Stantec will advance the TM/BODR from the 10% design level to the 30% design level. We will prepare and submit detailed 30% design package for City's formal review and comment. The 30% design package will incorporate agreed upon City comments from the TM/BODR review. Stantec will coordinate with the City PM to obtain a copy of approved building materials such as doors, locks, paint, lighting, etc.

3.2.1 Prepare 30% Design Drawings

Advance the 10% design drawings and other TM/BODR concepts to the 30% Design Level. Drawings to be submitted as part of the 30% design package are as indicated in the drawing list at the end of this section.

3.2.2 Prepare 30% Design Calculations and Specifications

Prepare 30% specifications in accordance with the list of specifications developed under Task 3.1 TM/BODR.

Prepare Preliminary Calculations: including detailed hydraulic, pump selection, energy usage, structural, and Title 24.

3.2.3 Prepare 30% Design Cost Estimate

Prepare a 30% design cost estimate of the Engineer's opinion of probable construction cost. Cost estimate will identify major bid items and equipment. Large equipment costs will be based on manufactures quotes. Cost estimate will be broken down into headings of item, quantity, materials, labor. Equipment will be included in overhead and profit. Cost estimate will be prepared in accordance with the American Association of Cost Engineers International (AACE) guidelines.

3.2.4 Respond to 30% Design City Comments

City will coordinate all 30% design comments into one coordinated comment spreadsheet in a format defined by the City. Stantec will respond to each City Comment in spreadsheet, either agreeing or disagreeing to the comment and if disagreeing, stating the basis for the disagreement. A meeting will be held if needed to resolve responses to items with continued disagreement.

3.2.5 30% Design QA/QC

Stantec will provide internal quality control QA/QC review for the 30% design per the project specific Quality Management Plan to ensure it meets the requirements of the agreed upon scope of services.

Deliverables:

- All reviewed calculations completed to date,
- A submitted storm water review (PDF),
- 30% design drawings in full-size and half-size (PDF),
- 30% specifications with table of contents (PDF),
- 30% design calculations (PDF),
- 30% engineering cost estimate (PDF),
- 30% design review checklist (PDF),
- 30% CADD Files (.dgn)

3.3 60% Design Submittal

Prepare and submit detailed 60% design package for City's formal review and comment. Stantec will advance the 30% design to the 60% design level. The 60% design package will incorporate agreed upon City comments from the 30% design review, as well as accepted community comments that result from formal outreach efforts.

3.3.1 Prepare 60% Design Drawings

Advance the 30% design drawings to the 60% design level. Drawings to be submitted as part of the 60% design submittal are as indicated in the drawing list.

3.3.2 Prepare 60% Design Calculations and Specifications

Advance 30% specifications to the 60% design level in accordance with the list of specifications developed under Task 3.1 TM/BODR.

Revise Preliminary Calculations: revise detailed hydraulic, pump selection, energy usage, and structural, Title 24 as needed to incorporate refinements.

3.3.3 Prepare 60% Design Cost Estimate

Prepare a 60% design cost estimate of the Engineer's opinion of probable construction cost. Cost estimate will identify major bid items and equipment. Large equipment costs will be based on manufactures quotes. Cost estimate will be broken down into headings of item, quantity, materials, labor. Include escalation for market conditions, equipment, and cost escalation for inflation. Cost

estimate will be prepared in accordance with the American Association of Cost Engineers International (AACE) guidelines.

3.3.4 Respond to 60% Design City Comments

City will coordinate all City comments into one coordinated comment spreadsheet in a format as defined by the City. Stantec will respond to each City Comment in the spreadsheet, either agreeing or disagreeing and stating the basis for disagreement. A meeting will be held if needed to resolve responses the City disagrees with.

3.3.5 60% Design QA/QC

Stantec will provide internal quality control QA/QC review for the 60% design per the project specific Quality Management Plan to ensure it meets the requirements of the agreed upon scope of services.

3.3.6 60% Public Participation

Stantec Subconsultant **Cook and Schmid** will provide public participation services. Stantec Project Manager or Design Manager will attend Public Participation Meetings and present project concept. Services include the following:

- Initiate communication with 1 community planning group and elected officials and businesses regarding the project.
- Gather community concerns.
- Design an outreach plan based on project characteristics and community input received.
- Prepare outreach schedule, and responsibilities.
- Meet with community groups and council offices.

Public Participation will engage and inform the following community groups:

- Rancho Bernardo Community Planning Board

Deliverables:

- Outreach Plan
- Community Meeting Minutes

Assumptions: Public outreach will be based on the 30% design and begin during the 60% design phase. The following community groups will not require targeted outreach.

- Rancho Bernardo Community Council
- High Country West Homeowners Association
- Turtleback Elementary School

The 60% Design will contain the following project elements:

- Civil Drawings:
 - o Grading plans and demolition plans, largely complete, and

EXHIBIT A

- o Plan and profile sheets largely complete.
- Landscape Architectural Drawings:
 - o Plant material legend complete. Irrigation plan partially complete: meter, mainline, backflow devices shown, and all equipment has been selected.
- Architectural Drawings:
 - o Floor, roof, and ceiling plans largely complete,
 - o Elevations and sections largely complete, and
 - o Door, window, and finish schedule partially complete.
- Structural Drawings:
 - o Foundation plans largely complete, and
 - o Other plans and sections and details partially complete.
- Mechanical Drawings:
 - o General arrangement drawings largely complete,
 - o Sections and details partially complete, and
 - o Schedules partially complete.
- Electrical Drawings:
 - o Power block diagrams, single-line diagrams and motor control diagrams essentially complete,
 - o Power and control layouts partially complete,
 - o Panel, duct-bank, pull box, and cable/conduit schedules partially complete,
 - o Electrical equipment elevations partially completed,
 - o Lighting plans partially completed,
 - o Grounding plans partially completed, and
 - o Electrical details partially completed.
- Instrumentation:
 - o P&IDs complete and tag numbers shown,
 - o Process control strategies essentially complete and tag numbers included, and
 - o Panel layout drawings and details partially complete.

Deliverables:

- Preliminary Title 24 forms (PDF),
- A submitted storm water review (PDF),
- 60% design drawings with complete list of construction contract drawings in full-size and half-size (PDF),
- 60% specifications (PDF),
- 60% design calculations (PDF),
- 60% engineering cost estimate (PDF),
- 60% design review checklist (PDF),
- ADA curb ramps to be included in design,
- Completed DS-560 Storm Water Requirements Applicability Checklist (PDF),

- Water Pollution Control Plan (WPCP) or BMP's (PDF), and
- 60% CADD Files (dgn).

3.4 100% Design Submittal

Prepare and submit a detailed 100% design package for the City's formal review and comment. Stantec will advance the 60% design to the 100% design level. The 100% design package will incorporate agreed upon City comments from the 60% design review as well as additional agreed upon formal community comments. Changes incorporated into the 100% design will be considered additional work.

3.4.1 Prepare 100% Design Drawings

Advance the 60% design drawings to the 100% Design Level. Drawings to be submitted as part of the 100% design submittal are as indicated in the drawing list.

3.4.2 Prepare 100% Design Calculations and Specifications

Advance 60% specifications to the 100% design level in accordance with the list of specifications developed under Task 3.1 TM/BODR.

Revise Preliminary Calculations: revise detailed hydraulic, pump selection, energy usage, and structural, Title 24 as needed to incorporate refinements.

3.4.3 Prepare 100% Design Cost Estimate

Prepare a 100% design cost estimate of the Engineer's opinion of probable construction cost. Cost estimate will identify major bid items and equipment. Large equipment costs will be based on manufactures quotes. Cost estimate will be broken down into headings of item, quantity, materials, labor. Include escalation for market conditions, equipment, and cost escalation for inflation. Cost estimate will be prepared in accordance with the American Association of Cost Engineers International (AACE) guidelines.

3.4.4 Respond to 100% Design City Comments

City will coordinate all City comments into one coordinated comment spreadsheet in a format as defined by the City. Stantec will respond to each City Comment in the spreadsheet, either agreeing or disagreeing and stating the basis for disagreement. A meeting will be held if needed to resolve responses the City disagrees with.

3.4.5 100% Design QA/QC

Stantec will provide internal quality control QA/QC review for the 100% design per the project specific Quality Management Plan to ensure it meets the requirements of the agreed upon scope of services.

Deliverables:

- Comments from all 60% design submittal reviews incorporated into the 100% design package,
- All calculations completed (PDF),
- An approved 60% City wide plan check,

- Signed Title 24 forms (original signed forms, PDF),
- An approved storm water review (PDF),
- 100% design drawings complete for all disciplines in full-size and half-size (PDF),
- 100% specifications (PDF),
- 100% engineering cost estimate (PDF),
- 100% design review checklist (PDF),
- An approved plan check set of plans (from DSD),
- Submittal master and tracking list (PDF), and
- 100% CADD Files (.dgn)

3.4.6 100% Public Participation

Stantec Subconsultant **Cook and Schmid** will provide public participation services. Stantec Project Manager or Design Manager will attend Public Participation Meetings.

Services include the following:

- One (1) follow up meeting with Rancho Bernardo Community Planning Board.
- .

Deliverables:

- Outreach Meeting Minutes

3.5 Final Design Submittal

Prepare and Final Design Package for the City's formal review and comment. Stantec will advance the 100% design to the final design level. The Final Design Package will incorporate agreed upon City comments from the 100% design review as well as additional agreed upon formal community comments. Design changes not previously identified as part of the 100% Design Package will be considered additional work.

3.5.1 Prepare Final Design Drawings

Advance the 100% design drawings to the Final Design Level. Final Design Drawings will be Signed and Sealed by a Registered California Professional Engineer. Drawings to be submitted as part of the Final design submittal are as indicated in the drawing list at the end of this section.

3.5.2 Prepare Final Specifications

Advance 100% specifications to the Final design level in accordance with the list of specifications developed under Task 3.1 TM/BODR. Final Design Specifications will be Signed and Sealed by a Registered California Professional Engineer.

3.5.3 Prepare Final Cost Estimate

Prepare a 100% design cost estimate of the Engineer's opinion of probable construction cost. Cost estimate will identify major bid items and equipment. Large equipment costs will be based on manufactures quotes. Cost estimate will be broken down into headings of item, quantity, materials, labor. Include escalation for market conditions, cost escalation for inflation. Cost estimate will be prepared in accordance with the American Association of Cost Engineers International (AACE) guidelines.

3.5.4 Final Design QA/QC

Stantec will provide internal quality control QA/QC review for the Final design per the project specific Quality Management Plan to ensure it meets the requirements of the agreed upon scope of services.

Deliverables:

- Deliver Signed, Sealed by a Registered California Professional Engineer full sized and half sized drawings (PDF), (10 hard copies) Stantec will verify with City PM prior to printing.
- Deliver Signed, Sealed by a Registered California Professional Engineer final project specifications (PDF),
- Final Design CADD files (.DGN),
- Final project cost estimate, include escalation for market conditions, equipment escalation for inflation (PDF), and one version in City's cost estimating format (excel),

TASK 4 PERMITTING

Provide permitting support as follows. Prepare permit applications and technical support on behalf of the City to obtain necessary permits. City will pay all permit application fees. Stantec is not responsible for any fees associated with permitting.

4.1 DSD Permit

Plans will be permitted by the City of San Diego for construction; Stantec will provide all DSD coordination, applications, review processes, delivery/pickup of plans, and provide plans and technical specifications as required for the completion of all DSD permits.

4.2 Other Permits

- Obtain encroachment and right of entry permits, Initial San Diego Air Pollution Control District (SDAPCD) permit to construct for the standby generator. Design documents will include requirements for Permit to Operate and the City's Fire Marshal permits.

TASK 5 BID AND AWARD SUPPORT

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

5.1 Meetings

Per City's request, attend project related meetings including but not limited to, Pre-Bid Conference, and site visits required meetings on-site and off-site. A total of four (4) meetings are assumed.

5.2 Request for Information (RFI) and Clarification Responses

- Prepare responses to RFIs or clarification as requested by City staff.
- RFIs that are due to Stantec's errors and/or omissions will not be considered for payment. The City with discussion and agreement with design engineer will determine if any such RFI to be excluded from payment with the original transmittal request. Any RFI not identified as excluded from payment will be paid under Task 5.2.

Assumptions: Conformed Set of Drawings and specifications will not be required

TASK 6 CONSTRUCTION SERVICES

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

6.1 Meetings

Attend pre-pre-construction, pre-construction, and monthly progress meetings as requested by City staff. Meeting agendas and meeting minutes are assumed to be provided by the City Construction Manager. Up to a maximum total of 30 Meetings.

6.2 Construction Support

6.2.1 Permitting

Stantec will be available to support the City and Contractor with routine building permit issuance needs.

6.2.2 Submittal Review

- Review Contractor submittals in a timely fashion with respect to Submittal Master and Tracking List, and
- Provide responses within 10 working days.

6.2.3 Change Orders

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

- Review and evaluate submission to scope intent, and
- Provide revision sketches, direction and/or specifications as required and sufficient for Contractor to adequately price the work through the Construction Manager RFP.

6.2.4 Request for Information/Clarification (RFI/RFC)

- Provide responses to all RFIs and RFCs related to interpretation of contract documents, unforeseen conditions, value engineering proposals, and changes in scope, and
- RFIs will be returned to the Construction Manager within 5 working days.

TASK 7 POST CONSTRUCTION SERVICES

7.1 Start-up and Testing

Provide detailed recommended testing procedures to the Contractor for final acceptance of the PS. Detailed Recommended Test Procedure to include, but not limited to, Functional Testing, 14-Day Start-Up Testing, pump efficiency testing, and any other testing required to confirm that the designer's intended design has been met, and all PUD requirements met. Recommended testing procedures shall also include identification of any material and/or labor to install any temporary plumbing or appurtenances needed for the contractor to complete the testing. A drawing detail of any additional temporary pipe shall be included.

Assist the Construction Manager in participating and witnessing the Functional Testing and the Start-Up Testing. Functional Testing and the Start-Up Testing support will be limited to the hours provided in the fee matrix.

Deliverables:

- Draft Deficiencies Report (PDF), and
- Approved Deficiencies Report (PDF).

7.2 Final Walkthrough and As-Builts:

- 7.2.1 Conduct final walkthrough with City staff,
- 7.2.2 Stantec will participate with the City Construction Manager for substantial completion of the project and help the CM team to identify incomplete and punch list items.
- 7.2.3 Prepare Record Drawings: Record final as-built conditions to CADD files.

Deliverables:

- Record Drawings

7.3 Review O&M Manual:

Stantec will coordinate with the Contractor to receive manufacturers operations and maintenance data.

Tasks include:

- Review O&M data submitted by the Contractor for completeness only.
Assumptions:
- Stantec will not provide O&M procedures, descriptions, start-up or shut down procedures, drawings/ or schematics of any kind.

TASK 8 SPECIALIZED DESIGN SERVICES

8.1 Site Security Design

Prepare Site Security Design. Site Security Design will incorporate design drawing and specifications and be integrated into the bid set, but not included in the Record drawings. The City will provide standard specifications and design symbols. Stantec to coordinate with PM/PUD Security to verify latest Security equipment requirements. Meet with Public Utilities Department's security team to discuss the site security requirements:

The Security for the new Rancho Bernardo Industrial Pump Station facility shall conform to the following guidelines:

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

Long driveways to facilities shall be avoided. Landscaping and vegetation shall be kept clear of the fencing/perimeter wall systems. Trees shall not be planted in a location where the canopy, at full maturity, is no closer than 3 ft of the fencing/ perimeter wall systems. Stantec will coordinate with the City PM to obtain a copy of approved building materials, doors and locks. The following shall also be provided:

- Key card reader access control for all gates and exterior bldg. doors and openings at a minimum,
- Automated single slide or single swing access gate, minimum opening 14 feet,
- Local area exterior LED lighting with switch and photocell,
- Vandal-proof doors, vandal-proof lights,
- Best locks for all buildings,
- Gate entrance with key card access and fire department keyed switch (Knox box),
- Gate entrance with card access shall have fire department keyed switch (Knox box) and other required devices coordinated with the local fire department,
- Vaults, manholes, and drains shall be located inside the fenced pump station detection,
- Vaults shall be provided with standard lockable, spring- loaded, double leaf access doors, and fitted with a safety net system,
- Vaults, skylights, and hatched shall have intrusion detection devices,
- Video surveillance system for remote monitoring of the facility with a combination of fixed, PTZ. And thermal imaging cameras,
- All cameras must have video analytic capabilities, and
- Point to Point communications path to send security system data from facility Chollas Yard.

Detail the project requirements for device placement and requisite power, conduit, wiring. Drawings and specifications for security systems are not included in the as-built drawings. Security drawings and specification will be submitted as a separate PDF. An estimated allowance for security will be included in the Engineer's cost estimate.

Deliverables:

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

8.2 Corrosion Control Design

Stantec Subconsultant **RF Yeager** will advance the concepts described in the TM/BODR into a full corrosion control design, and will prepare corrosion control including cathodic protection for design for the RBIPS and pipelines as recommended by RF Yeager and agreed to with the City corrosion control engineer. Corrosion Control design will consist of design plans and specifications. Corrosion control design will be included beginning with the 60% design submittal, and all following submittals.

8.3 Traffic Control Design

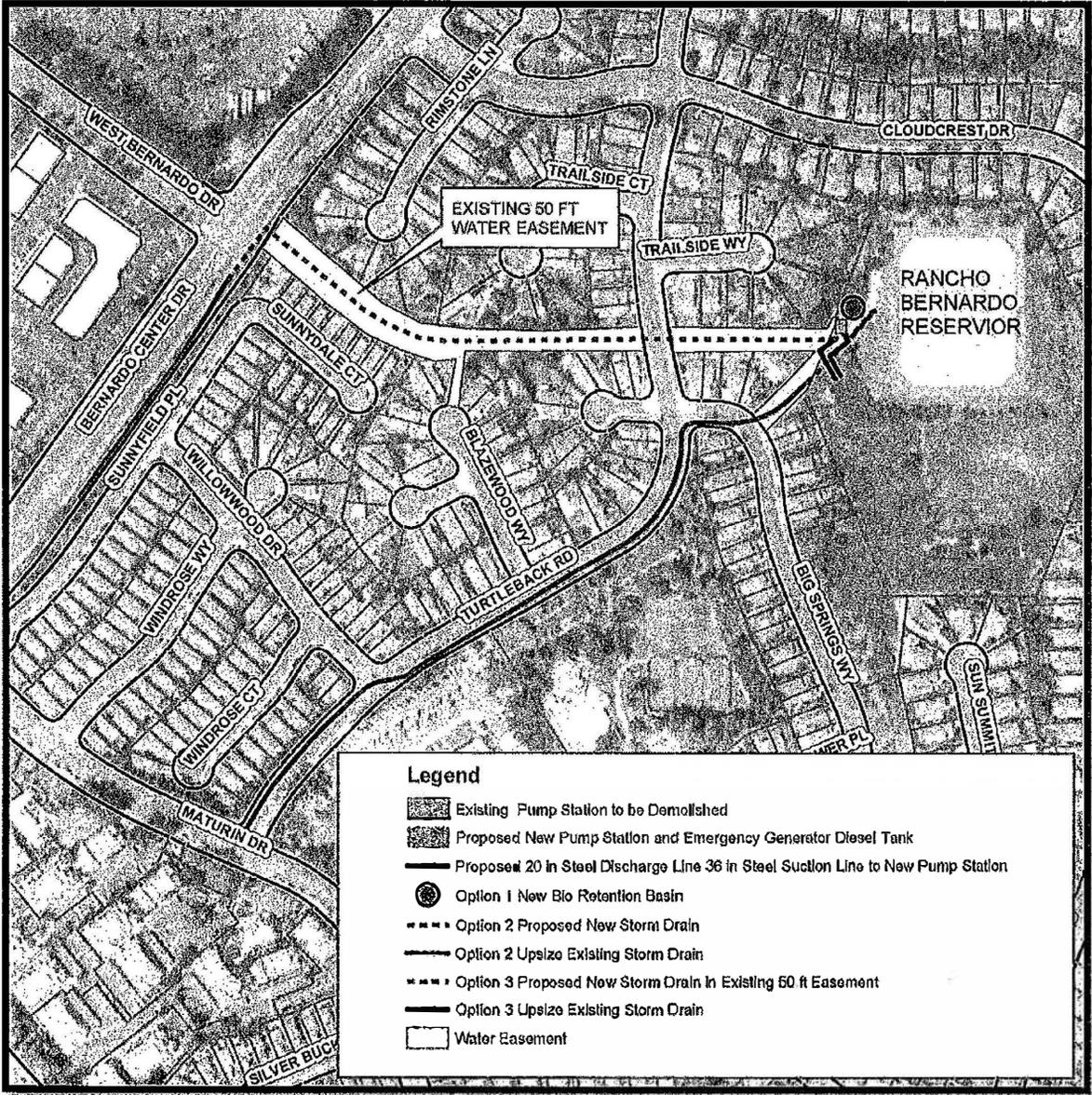
Stantec Subconsultant **STC Traffic Inc.** will advance the concepts described in the Conceptual Traffic Control Strategy and Plan Technical Memorandum into a complete traffic control design, and will prepare traffic control plans for design for the RBIPS and pipelines. Traffic control design will consist of design plans and specifications as recommended by STC Traffic and agreed to by the City Traffic Engineer. Traffic control design will be included beginning with the 60% design submittal, and all following submittals.

Task 9 Additional Services

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

END OF SCOPE OF SERVICES

LOCATION MAP



COMPENSATION AND FEE SCHEDULE

Hours	Labor	Expense	Subs	Total Scope of Services	Additional Services	Total Scope of Services + Additional Services
5,563	\$1,128,242.00	\$6,400.00	\$739,957.90	1,874,600	\$376,720.00	2,251,320

Task Code	Task Name	Hours	Labor	Expense	Subs	Total
1	Project Management	568	\$127,312.00	\$0.00	\$0.00	127,312.00
1.1	Project Administration and Communication	200	\$45,696.00	\$0.00	\$0.00	45,696
1.2	Develop and Update Design Schedule	40	\$10,000.00	\$0.00	\$0.00	10,000
1.3	Periodic Progress Updates	96	\$16,800.00	\$0.00	\$0.00	16,800
1.4	Meetings	168	\$39,296.00	\$0.00	\$0.00	39,296
1.5	Agency and City Department Coordination	64	\$15,520.00	\$0.00	\$0.00	15,520
2	Preliminary Design	379	\$75,422.00	\$0.00	\$148,265.70	223,688.70
2.1	Subsurface Utility Exploration (Potholing)	40	\$6,400.00	\$0.00	\$33,000.00	39,400
2.2	Site Topography and Base Mapping	18	\$3,660.00	\$0.00	\$33,550.00	37,210
2.3	Geotechnical and Environmental Investigation, Testing, and Reporting	16	\$3,340.00	\$0.00	\$39,255.70	42,596.70
2.3.1	Geotechnical Engineering Analysis and Report Preparation	2	\$480.00	\$0.00	\$39,255.70	39,735.70
2.3.2	Storm Water Requirements Application Checklist (DS-560)	14	\$2,860.00	\$0.00	\$0.00	2,860
2.4	Studies and Hydraulic Analysis	305	\$62,022.00	\$0.00	\$42,460.00	104,482

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Task Code	Task Name	Hours	Labor	Expense	Subs	Total
2.4.1	Hydraulic and Transient Analysis	168	\$34,120.00	\$0.00	\$0.00	34,120
2.4.2	Traffic Concept Plan	9	\$1,810.00	\$0.00	\$16,632.00	18,442
2.4.3	Acoustical Analysis/Noise Study	9	\$1,810.00	\$0.00	\$21,450.00	23,260
2.4.4	Aesthetics	30	\$6,060.00	\$0.00	\$4,378.00	10,438
2.4.5	Overflow Drainage Discharge Plan	26	\$5,220.00	\$0.00	\$0.00	5,220
2.4.6	Power Supply Plan	36	\$7,928.00	\$0.00	\$0.00	7,928
2.4.7	Control Strategy	24	\$4,364.00	\$0.00	\$0.00	4,364
2.4.8	Corrosion Control	3	\$710.00	\$0.00	\$0.00	710

3	Design Development	3086	\$604,152.00	\$2,000.00	\$501,096.20	1,107,248.20
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3.1	Prepare Technical Memorandum/Basis of Design Report	438	\$87,894.00	\$0.00	\$60,445.00	148,339
3.1.1	Draft Technical Memorandum/Basis of Design Report	136	\$25,980.00	\$0.00	\$60,445.00	86,425
3.1.2	10% Design Drawings	88	\$16,432.00	\$0.00	\$0.00	16,432
3.1.3	Cost Estimate, Calculations, and Specifications List	48	\$10,744.00	\$0.00	\$0.00	10,744
3.1.4	Respond to City Comments	12	\$2,816.00	\$0.00	\$0.00	2,816
3.1.5	Final TM/Basis of Design Report (BODR)	36	\$7,160.00	\$0.00	\$0.00	7,160
3.1.6	Draft and Final QA/QC	28	\$7,022.00	\$0.00	\$0.00	7,022
3.1.7	Preliminary Drainage, & SWQMP	90	\$17,740.00	\$0.00	\$0.00	17,740
3.2	30% Design Submittal	800	\$159,718.00	\$500.00	\$92,873.00	253,091
3.2.1	30% Design Drawings	532	\$101,720.00	\$500.00	\$92,873.00	195,093
3.2.2	30% Design Calculations and Specifications	142	\$28,488.00	\$0.00	\$0.00	28,488
3.2.3	30% Design Cost Estimate	56	\$13,268.00	\$0.00	\$0.00	13,268
3.2.4	Respond to 30% Design City Comments	20	\$4,628.00	\$0.00	\$0.00	4,628
3.2.5	30% Design QA/QC	46	\$11,614.00	\$0.00	\$0.00	11,614
3.3	60% Design Submittal	984	\$182,936.00	\$500.00	\$158,629.35	342,065.35
3.3.1	60% Design Drawings	620	\$116,880.00	\$500.00	\$134,497.00	251,877
3.3.2	60% Design Calculations and Specifications	180	\$38,064.00	\$0.00	\$0.00	38,064
3.3.3	60% Design Cost Estimate	40	\$8,192.00	\$0.00	\$0.00	8,192
3.3.4	Respond to 60% Design City Comments	16	\$3,708.00	\$0.00	\$0.00	3,708

EXHIBIT B

Task Code	Task Name	Hours	Labor	Expense	Subs	Total
3.3.5	60% Design QA/QC	48	\$12,092.00	\$0.00	\$0.00	12,092
3.3.6	60% Public Participation	16	\$4,000.00	\$0.00	\$24,132.35	28,132.35
3.4	100% Design Submittal	638	\$127,708.00	\$500.00	\$145,484.35	273,692.35
3.4.1	100% Design Drawings	444	\$85,160.00	\$500.00	\$121,352.00	207,012
3.4.2	100% Design Calculations and Specifications	74	\$14,992.00	\$0.00	\$0.00	14,992
3.4.3	100% Design Cost Estimate	44	\$9,676.00	\$0.00	\$0.00	9,676
3.4.4	Respond to 100% Design City Comments	8	\$1,868.00	\$0.00	\$0.00	1,868
3.4.5	100% Design QA/QC	48	\$12,012.00	\$0.00	\$0.00	12,012
3.4.6	100% Public Participation	16	\$4,000.00	\$0.00	\$24,132.35	28,132.35
3.5	Final Design	226	\$45,896.00	\$500.00	\$43,664.50	90,060.50
3.5.1	Final Design Drawings	146	\$27,432.00	\$500.00	\$43,664.50	71,596.50
3.5.2	Prepare Final Specifications	30	\$6,436.00	\$0.00	\$0.00	6,436
3.5.3	Final Cost Estimate	26	\$6,028.00	\$0.00	\$0.00	6,028
3.5.4	Final Design QA/QC	24	\$6,000.00	\$0.00	\$0.00	6,000
4	Permitting	286	\$53,088.00	\$0.00	\$0.00	53,088
4.1	DSD Permit	256	\$47,388.00	\$0.00	\$0.00	47,388
4.2	Other Permits	24	\$4,200.00	\$0.00	\$0.00	4,200
5	Bid and Award Support	76	\$16,576.00	\$0.00	\$5,962.00	22,538
5.1	Meetings	16	\$4,000.00	\$0.00	\$2,200.00	6,200
5.2	Request for Information (RFI) and Clarification Responses	60	\$12,576.00	\$0.00	\$3,762.00	16,338
6	Construction Services	708	\$143,760.00	\$3,000.00	\$41,882.50	188,642.50
6.1	Meetings	100	\$20,480.00	\$3,000.00	\$0.00	23,480
6.2	Construction Support	608	\$123,280.00	\$0.00	\$41,882.50	165,162.50
6.2.1	Permitting	16	\$2,720.00	\$0.00	\$0.00	2,720
6.2.2	Submittal Review	232	\$46,840.00	\$0.00	\$35,233.00	82,073
6.2.3	Change Orders	184	\$36,960.00	\$0.00	\$0.00	36,960
6.2.4	Request for Information/Clarification	176	\$36,760.00	\$0.00	\$6,649.50	43,409.50
7	Post Construction Services	356	\$69,220.00	\$1,400.00	\$0.00	70,620

EXHIBIT B

Task Code	Task Name	Hours	Labor	Expense	Subs	Total
7.1	Start-up and Testing	228	\$46,600.00	\$1,000.00	\$0.00	47,600
7.2	Final Walkthrough and As-Builts:	110	\$19,660.00	\$400.00	\$0.00	20,060
7.3	Review O&M Manual	18	\$2,960.00	\$0.00	\$0.00	2,960
8 Specialized Design Services		204	\$40,212.00	\$0.00	\$42,751.50	82,963.50
8.1	Site Security Design	180	\$34,932.00	\$0.00	\$0.00	34,932
8.2	Corrosion Control Design	12	\$2,640.00	\$0.00	\$19,651.50	22,291.50
8.3	Traffic Control Design	12	\$2,640.00	\$0.00	\$23,100.00	25,740
9 Additional Services		0	\$0.00	\$0.00	\$0.00	375,220
9.1	Additional Services	0	\$0.00	\$0.00	\$0.00	376,720

TIME SCHEDULE

Task Name	Start after NTP	Finish after NTP
Preliminary Design	0 weeks	26 weeks
Design Plans/Specs 30%, 60%, 100%, & Final	26 weeks	98 weeks
Permitting	98 weeks	104 weeks
Bid and Award	104 weeks	139 weeks
Construction Support	139 weeks	224 weeks
Project Close-Out & Record Drawings	224 weeks	297 weeks

Project Completion – 297 weeks (from date of Notice to Proceed)

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

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

CONSULTANT REQUIREMENTS

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

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

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

A. Disclosure of Discrimination Complaints (Attachment AA). As part of its bid or proposal, Consultant shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Consultant in a legal or administrative proceeding alleging that Consultant discriminated against its employees, Subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

- B. Contract Language. The following language shall be included in contracts for City projects between the Consultant and any Subcontractors, vendors, and suppliers:

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

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

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

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

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

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 minorities owners. Minorities include the groups with the following ethnic origins: African, Asian Pacific, Asian Subcontinent, Hispanic, Native Alaskan, Native American, and Native Hawaiian.

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

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

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

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

certified as a DVBE by the State of California, and that has provided proof of such certification to the City Manager, shall be deemed to be an SBE.

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

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

VII. Certifications.

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

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

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

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

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

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

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

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/REMEDIAL ACTION TAKEN
See attached pages:		10 Year SCSI Claims	List		

Design Professional Name Stantec Consulting Services Inc.

Certified By Tama Snow Title Senior Principal
Name
Jame [Signature] Date 05/09/2022
Signature

USE ADDITIONAL FORMS AS NECESSARY

Date of Claim	Location	Description	Litigation	Status	Resolution/Remedial Action
10-25-16	Irvine	Allegations of ethnic discrimination; DFEH complaint filed	No	Right to sue letter issued by DFEH; Dormant	Claimant dropped matter after Company investigated and responded to demand letter
5-31-17	San Luis Obispo	Allegations of gender discrimination	Yes	In process; being vigorously defended	
10-19-17	San Francisco	Allegations of discrimination and harassment	No	Dormant	Claimant dropped matter after Company investigated and responded to demand letter
10-30-17	Irvine	Allegations of age discrimination	Yes	Settled	Financial settlement and release negotiated
5-15-18	San Francisco	Allegations of age discrimination	No	Settled	Financial settlement and release negotiated
11/24/20	Los Angeles	Allegations of age and disability discrimination	No	Dormant	DFEH issued "right to sue" notice



EQUAL OPPORTUNITY CONTRACTING (EOC)

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

WORK FORCE REPORT

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

**NO OTHER FORMS WILL BE ACCEPTED
CONTRACTOR IDENTIFICATION**

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

Name of Company: Stantec Consulting Services Inc.

ADA/DBA: _____

Address (Corporate Headquarters, where applicable): 475 Fifth Avenue, 12th Floor

City: New York County: New York State: NY Zip: 10017-7239

Telephone Number: (212) 366-5600 Fax Number: N/A

Name of Company CEO: Gord Johnston

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

Address: 9797 Aero Drive, Suite 310

City: San Diego County: San Diego State: CA Zip: 92123-1898

Telephone Number: (619) 296-6195 Fax Number: N/A Email: askstantec@stantec.com

Type of Business: Engineering and Design Services Type of License: Business No. 3259819

The Company has appointed: Yolanda Jones

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: 229 Peachtree Street NE Suite 1900 Atlanta, GA 30303-1629

Telephone Number: (770) 492-2665 Fax Number: N/A Email: yolanda.jones@stantec.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 Stantec Consulting Services Inc.
(Firm Name)

San Diego, California hereby certify that information provided
(County) (State)

herein is true and correct. This document was executed on this 4th day of May, 2022

Tama Snow
(Authorized Signature)

Tama Snow
(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: Stantec Consulting Services Inc. DATE: 09/10/2021
 OFFICE(S) or BRANCH(ES): San Diego, CA COUNTY: San Diego

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

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

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

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial											2	1		
Professional			2								4	3		1
A&E, Science, Computer			7	3	11	5					24	8		
Technical			2	1		1					2	3	1	
Sales														
Administrative Support						1						2		
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column			11	4	11	7					32	17	1	1
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Grand Total All Employees

84

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

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

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

Work Force Report

HISTORY

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

WORK FORCE & BRANCH WORK FORCE REPORTS

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

MANAGING OFFICE WORK FORCE

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

TYPES OF WORK FORCE REPORTS:

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

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

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

RACE/ETHNICITY CATEGORIES

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

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

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

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

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

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

Exhibit A: Work Force Report Job categories-Administration

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

Management & Financial

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

Professional

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

Architecture & Engineering, Science, Computer

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

Technical

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

Sales

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

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers

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

Services

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

Crafts

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

Vehicle and Mobile Equipment Mechanics,
Installers, and Repairers
Woodworkers

Operative Workers

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

Transportation

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

Laborers

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



EQUAL OPPORTUNITY CONTRACTING (EOC)

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

WORK FORCE REPORT

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

**NO OTHER FORMS WILL BE ACCEPTED
CONTRACTOR IDENTIFICATION**

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

Name of Company: Stantec Consulting Services Inc.

ADA/DBA: _____

Address (Corporate Headquarters, where applicable): 475 Fifth Avenue, 12th Floor

City: New York County: New York State: NY Zip: 10017-7239

Telephone Number: (212) 366-5600 Fax Number: N/A

Name of Company CEO: Gord Johnston

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

Address: 9797 Aero Drive, Suite 310

City: San Diego County: San Diego State: CA Zip: 92123-1898

Telephone Number: (619) 296-6195 Fax Number: N/A Email: askstantec@stantec.com

Type of Business: Engineering and Design Services Type of License: Business No. 3259819

The Company has appointed: Yolanda Jones

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: 229 Peachtree Street NE Suite 1900 Atlanta, GA 30303-1629

Telephone Number: (770) 492-2665 Fax Number: N/A Email: yolanda.jones@stantec.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 Stantec Consulting Services Inc.
(Firm Name)

San Diego, California hereby certify that information provided
(County) (State)

herein is true and correct. This document was executed on this 9th day of May, 2022

[Signature]
(Authorized Signature)

Tama Snow
(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: Stantec Consulting Services Inc. DATE: 09/10/2021

OFFICE(S) or BRANCH(ES): Irvine, CA COUNTY: Orange County

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

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

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

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial			1	1		1					4	6		
Professional						5	1				10	15	1	
A&E, Science, Computer			6	2	15	5					38	12	1	
Technical			2		1	1					10	1		
Sales														
Administrative Support				1							2	5		1
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column			9	4	16	12	1				64	39	2	1
--------------------	--	--	---	---	----	----	---	--	--	--	----	----	---	---

Grand Total All Employees	148
---------------------------	-----

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

Disabled			1	1							3	2	1	
----------	--	--	---	---	--	--	--	--	--	--	---	---	---	--

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

Work Force Report

HISTORY

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

WORK FORCE & BRANCH WORK FORCE REPORTS

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

MANAGING OFFICE WORK FORCE

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

TYPES OF WORK FORCE REPORTS:

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

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

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

RACE/ETHNICITY CATEGORIES

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

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

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

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

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

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

Exhibit A: Work Force Report Job categories--Administration

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

Management & Financial

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

Professional

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

Architecture & Engineering, Science, Computer

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

Technical

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

Sales

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

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers

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

Services

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

Crafts

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

Vehicle and Mobile Equipment Mechanics,
Installers, and Repairers
Woodworkers

Operative Workers

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

Transportation

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

Laborers

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



EQUAL OPPORTUNITY CONTRACTING (EOC)

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

WORK FORCE REPORT

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

**NO OTHER FORMS WILL BE ACCEPTED
CONTRACTOR IDENTIFICATION**

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

Name of Company: Stantec Consulting Services Inc.

ADA/DBA: _____

Address (Corporate Headquarters, where applicable): 475 Fifth Avenue, 12th Floor

City: New York County: New York State: NY Zip: 10017-7239

Telephone Number: (212) 366-5600 Fax Number: N/A

Name of Company CEO: Gord Johnston

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

Address: 9797 Aero Drive, Suite 310

City: San Diego County: San Diego State: CA Zip: 92123-1898

Telephone Number: (619) 296-6195 Fax Number: N/A Email: askstantec@stantec.com

Type of Business: Engineering and Design Services Type of License: Business No. 3259819

The Company has appointed: Yolanda Jones

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: 229 Peachtree Street NE Suite 1900 Atlanta, GA 30303-1629

Telephone Number: (770) 492-2665 Fax Number: N/A Email: yolanda.jones@stantec.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 Stantec Consulting Services Inc.
(Firm Name)

San Diego, California hereby certify that information provided
(County) (State)

herein is true and correct. This document was executed on this 9th day of May, 2022

[Signature]
(Authorized Signature)

Tama S. [Signature]
(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: Stantec Consulting Services Inc. DATE: 09/10/2021

OFFICE(S) or BRANCH(ES): Pasadena, CA COUNTY: Los Angeles

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

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ADMINISTRATION OCCUPATIONAL CATEGORY	(1) African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Ethnicity		
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	
Management & Financial				1	2							3	1		
Professional												8	2		
A&E, Science, Computer	1	1	5	3	15	4						31	17		2
Technical				1		2									
Sales															
Administrative Support		1		5								1	1		
Services															
Crafts															
Operative Workers															
Transportation															
Laborers*															

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

Totals Each Column	1	2	5	10	17	6	0	0	0	0	43	21	0	2
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Grand Total All Employees 107

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

Disabled				1	1							4	1		
----------	--	--	--	---	---	--	--	--	--	--	--	---	---	--	--

Non-Profit Organizations Only:

Board of Directors															
Volunteers															
Artists															

Work Force Report

HISTORY

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

WORK FORCE & BRANCH WORK FORCE REPORTS

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TYPES OF WORK FORCE REPORTS:

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

RACE/ETHNICITY CATEGORIES

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

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

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

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

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

Exhibit A: Work Force Report Job categories-Administration

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

Management & Financial

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

Professional

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

Architecture & Engineering, Science, Computer

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

Technical

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

Sales

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

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers

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

Services

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

Crafts

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

Vehicle and Mobile Equipment Mechanics,
Installers, and Repairers
Woodworkers

Operative Workers

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

Transportation

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

Laborers

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

SUBCONTRACTOR PARTICIPATION LIST

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

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

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

NAME AND ADDRESS SUBCONTRACTORS	SCOPE OF SERVICES	PERCENT OF CONTRACT	SLBE/ELBE (MBE/ WBE/DBE/ DVBE/OBE*)	WHERE CERTIFIED**
AirX Utility Surveyors, Inc. 785 E. Mission Rd. San Marcos, CA 92069	Potholing	1%	WBE	CPUC
Allied Geotechnical Engineers, Inc. 9500 Cuyamaca Street, Suite 102 Santee, CA 92071	Geology & Geotechnical	5%	SLBE, SBE, DBE, MBE & SB (Micro)	City of San Diego, LA County Metro, CUCP, CPUC & CA DGS
Cook + Schmid, LLC 740 13th Street, Suite 502 San Diego, CA 92101	Public Outreach	2%	SLBE	City of San Diego
Kleinfelder, Inc. 550 West C Street, Suite 1200, San Diego, CA 92101	Structural/Storm Drain	10%	OBE	N/A
Mann, King Engineers Inc. dba DHK Engineers, Inc. 1851 Skyhill Place Escondido, CA 92026	Acoustical Analysis	2%	ELBE	City of San Diego
NOVA Engineering, Inc. 4373 Viewridge Ave, Suite A, San Diego, CA 92123	Survey	3%	SLBE	City of San Diego
Platt/Whitelaw Architects, Inc. 4034 30th Street, San Diego, CA 92104	Architectural	5%	SLBE	City of San Diego
RF Yeager Engineering Inc. 1016 Broadway, Suite A El Cajon, CA 92021	Corrosion	1%	SLBE DVBE/SBE (micro)	City of San Diego California DGS
Ross Engineering 6354 Camino Corto, San Diego, CA 92120	Civil/Mechanical Design	8%	SLBE, DBE, MBE	Caltrans, Supplier Clearinghouse
STC Traffic, Inc. 5865 Avenida Encinas, Ste 142-B, Carlsbad, CA 92008	Traffic Control	1%	SLBE, SB (Micro)	City of San Diego CA DGS

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

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

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

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

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

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

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

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

DISCLOSURE DETERMINATION FOR CONSULTANT

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

- 1. Department / Board / Commission / Agency Name: Engineering & Capital Projects
2. Name of Specific Consultant & Company: Stantec Consulting Services Inc.
3. Address, City, State, ZIP: 9797 Aero Drive, Suite 310 San Diego, CA 92123
4. Project Title (as shown on 1472, "Request for Council Action"): Rancho Bernardo Industrial Pump Station Replacement
5. Consultant Duties for Project: Professional design and design-construction support services.

6. Disclosure Determination [select applicable disclosure requirement]:

[X] 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: [Signature] Elif Cetin - Deputy Director
Architectural Engineering & Parks Division

[Date] 5/31/2022

DEFINITION OF "CONSULTANT"

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

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

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

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

1/28/2006

CITY OF SAN DIEGO CONSULTANT PERFORMANCE EVALUATION

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

Section I PROJECT INFORMATION

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

Section II SPECIFIC RATINGS

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

Section II

SPECIFIC RATINGS Continued

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

Section III

SUPPLEMENTAL INFORMATION

(Please ensure to attach additional documentation as needed.)

(Supporting documentation attached: Yes No)

Section IV

FINAL RATING

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

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

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

A. BID/PROPOSER/SOLICITATION TITLE:

H2125936 / Stantec Consulting Services Inc. / Civil Engineering for City of San Diego Design of Rancho Bernardo
Industrial Pump Station Replacement

B. BIDDER PROPOSER INFORMATION

<u>Stantec Consulting Services Inc.</u>			
Legal Name		DBA	
9797 Aero Drive, Suite 310	San Diego	CA	92123-1898
Street Address	City	State	Zip
Ray Fakhoury, Vice President	(858) 413-5430	N/A	
Contact Person, Title	Phone	Fax	

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

* The precise nature of the interest includes:

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

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

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

Jeff Endersby	Project Manager
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
Consultant Project Manager	
Interest in the transaction	

Ray Fakhoury	Vice President
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
Principal-in-Charge and Authorized Contract Signatory	
Interest in the transaction	

Tama Snow	Regional Business Leader
Name	Title/Position
Poway, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
Authorized Contract Signatory	
Interest in the transaction	

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

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

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

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

Use Attachment "A" if additional pages are necessary.

C. OWNERSHIP AND NAME CHANGES:

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

Yes No

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

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

Yes No

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

D. BUSINESS ORGANIZATION/STRUCTURE:

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

Corporation

Date incorporated: 08/27/1929 State of incorporation: New York

List corporation's current officers:

President: See Attachment A

Vice Pres.: _____

Secretary: _____

Treasurer: _____

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:

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

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

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

Yes No

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

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

Yes No

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

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

Name of Bank: Canadian Imperial Bank of Commerce (CIBC)

Point of Contact: Sheryl Donaldson

Address: 5650 Yonge Street, 14th Floor, Toronto, ON M2M 4G3

Phone Number: 1-844-261-8249

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

F. PERFORMANCE HISTORY:

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

7. Performance References:

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

Project: 1050-Zone Secondary Feed Pump Station and
 Company Name: Moulton Niguel Water District Transmission Main

Contact Name and Phone Number: Alex Thomas (949) 425-3563

Contact Email: athomas@mnwd.com

Address: 26880 Aliso Viejo Parkway, Suite 150 Aliso Viejo, CA 92656

Contract Date: 2020-Ongoing

Contract Amount: \$435,000

Requirements of Contract: Preliminary Design, Final Design, and Construction Support

Project: Peck Reservoir and Pump Station
 Company Name: City of Manhattan Beach

Contact Name and Phone Number: Gilbert Gamboa (310) 802-5356

Contact Email: ggamboa@citymb.info

Address: 1400 Highland Ave., Manhattan Beach, CA 90266

Contract Date: 2016-Ongoing

Contract Amount: \$1,200,000

Requirements of Contract: Technical design to increase capacity

Company Name: Irvine Ranch Water District Project: Orchard Hills and Portola Springs Pump Station

Contact Name and Phone Number: Malcolm Cortez (949) 453-5854

Contact Email: cortez@irwd.com

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

Contract Date: 2006-Ongoing

Contract Amount: \$500,000

Requirements of Contract: Preliminary design, final design, and construction support services

G. COMPLIANCE:

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

Yes No

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

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

Yes No

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

H. BUSINESS INTEGRITY:

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

Yes No

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

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

Yes No

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

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

Yes No

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

I. WAGE COMPLIANCE:

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

Yes **No**

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

J. STATEMENT OF SUBCONTRACTORS:

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

Company Name: AirX Utility Surveyors, Inc.

Contact Name and Phone Number: Gail McMorran, (760) 480-2347 x101

Contact Email: estimating@airxus.com

Address: 785 E. Mission Rd. San Marcos, CA 92069

Contract Date: Expected council approval of contract, April 2022

Sub-Contract Dollar Amount: TBD

Requirements of Contract: Potholing

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

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

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

K. STATEMENT OF AVAILABLE EQUIPMENT:

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

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

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

Pledge of Compliance Initial submission.

OR

Update to prior Pledge of Compliance dated ____/____/____

Complete all questions and sign below.

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

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

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

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

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

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

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

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

Tama Snow, Senior Principal *Tama Snow* 05/09/2022
Name and Title Signature Date

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

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

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

F.2-4 - Stantec does have some legal proceedings, lawsuits, or claims pending. These are a normal part of professional services industries. All have been reported to Stantec's insurers who are in the process of adjusting/managing them. The nature of the allegations are not yet proven and Stantec finds that in many instances the assertions are rooted in unfounded litigation tactics. Stantec challenges the merit of these assertions and is currently responding accordingly. None of the allegations asserted will have an impact on the work sought in this instance.

F.6 - Stantec performs work on thousands of discrete projects annually. All but a very few of these projects are completed successfully. Occasionally, issues arise on a project that prevents Stantec from completing an assignment. Such issues include failure of the client to secure or maintain financing; failure of the client to pay consultant invoices; and disagreements over scope of work. Stantec takes great pride in and places a high value on its long-term ongoing relationships with its clients. This is evident by the fact that the majority of our clients are repeat customers. Where issues arise on a project, Stantec makes every commercially reasonable effort to resolve matters in dispute amicably in the mutual interests of the client and Stantec. This serves both Stantec and our clients well.

To the best of our knowledge after reasonable inquiry, except for the following matters, Stantec has not been terminated for default within the last 5 years with the following public agency:

In 2018, Stantec received a letter from its client, Hillsborough Area Regional Transit Authority ("HART"), terminating Stantec for cause on its project located in Tampa, FL. Stantec believes the termination was due to performance by a subconsultant of Stantec and not Stantec itself. Stantec disputed the allegation that cause existed to terminate the contract, but the matter was never formally appealed by Stantec beyond its administrative

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.

Tama Sivali, Senior Principal Jame Sivali 05/09/2022
Print Name, Title Signature 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.

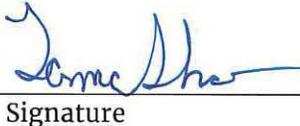
If not using this Attachment "A", please check here Not Applicable.

G.1 - In the interest of transparency, with respect to affiliated entities we do advise that we have been subject to a few administrative penalties, some orders and warning letters relating to regulatory matters. In each instance, our company cooperated fully with the applicable regulatory agency towards a prompt resolution. Further, our Risk Management team has taken proactive steps to review and update our practices and procedures to prevent future incidents from occurring.

Also with respect to affiliated entities, Stantec has been subject to a number of worksite investigations related to minor infractions of occupational health and safety laws that have resulted in citations or orders. However, Stantec has not been convicted of any violation of any federal or provincial occupational health and safety laws. Perhaps of greater comfort, no incidents have affected our ability to complete a project. In each instance, Stantec cooperated fully with the applicable regulatory agency towards a prompt resolution. Furthermore, Stantec's Risk Management team has taken proactive steps to review and update its practices and procedures to prevent future incidents from occurring.

G.2. - To the best of our knowledge after reasonable inquiry, except for the following matter which is currently being disputed by Stantec, Stantec has not been terminated for cause within the last 5 years. On June 18, 2019, Stantec received a letter from its client, PLACE E-Generation One, LLC purporting to terminate for cause Stantec's services on its project located in Minneapolis, MN. Stantec has contested the termination for cause and the matter is not currently resolved.

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.

<i>Tama Siskel, Senior Principal</i>		05/09/2022
Print Name, Title	Signature	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.

Company Name: RF Yeager Engineering Inc.
Contact Name and Phone Number: Richard F. Yeager Jr., (619) 312-0195
Contact Email: RFYeager@RFYeager.com
Address: 1016 Broadway, Suite A El Cajon, CA 92021
Contract Date: Expected council approval of contract, April 2022
Sub-Contract Dollar Amount: TBD
Requirements of Contract: Corrosion
What portion of work will be assigned to this subcontractor: 1%
Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Check One) Yes X No

Company Name: Ross Engineering
Contact Name and Phone Number: Ronald L. Ross, (619) 200-4893
Contact Email: ron@ross.engineer
Address: 6354 Camino Corto, San Diego, CA 92120
Contract Date: Expected council approval of contract, April 2022
Sub-Contract Dollar Amount: TBD
Requirements of Contract: Civil/Mechanical Design
What portion of work will be assigned to this subcontractor: 8%
Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Check One) Yes X No

Company Name: STC Traffic, Inc.
Contact Name and Phone Number: Jason Stack, (760) 585-4212
Contact Email: jason.stack@stctrffic.com
Address: 5865 Avenida Encinas, Ste 142-B, Carlsbad, CA 92008
Contract Date: Expected council approval of contract, April 2022
Sub-Contract Dollar Amount: TBD
Requirements of Contract: Traffic Control
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 X No

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

Tama Snowl, Senior Principal Jame [Signature] 05/09/2022
Print Name, Title Signature Date

Attachment A

STANTEC CONSULTING SERVICES INC.

SHAREHOLDERS: Mustang Acquisition Holdings Inc. - 100%

DIRECTORS:
Stuart E. Lerner
Jeffrey P. Stone

OFFICERS:

President	Gordon A. Johnston
Chief Operating Officer – North America & Executive Vice President	Stuart E. Lerner
Chief Operating Officer – Global & Executive Vice President	Catherine Schefer
Chief Business Officer & Executive Vice President	Valentino DiManno
Chief Human Resources Officer & Executive Vice President	Asifa Samji
Chief Innovation Officer & Executive Vice President	Marshall W. Davert Jr.
Chief Practice and Project Officer & Executive Vice President	Steve Fleck
Executive Vice President	Leonard Castro
Executive Vice President	Mario Finis
Executive Vice President	Michael A. Kennedy
Executive Vice President	Bjorn Morisbak
Executive Vice President	Robert Seager
Executive Vice President	John Take
Executive Vice President	Susan Walter
Senior Vice President & CEO - Engineering	Brian Larson
Senior Vice President & CIO	Chris McDonald
Senior Vice President	Paul J.D. Alpern
Senior Vice President	Richard Andrachek
Senior Vice President	Donal J. Bassett
Senior Vice President	David R. Bernier
Senior Vice President	Clayton A. Bock
Senior Vice President	Patrick G. Corser
Senior Vice President	Paul J. DeKeyser
Senior Vice President	Joseph Geller
Senior Vice President	Anton Germishuizen
Senior Vice President	Harris J. (Josh) Gould
Senior Vice President	James Grasty
Senior Vice President	John J. Hanula
Senior Vice President	David Haywood

STANTEC CONSULTING SERVICES INC.

Corporate Counsel
Corporate Counsel
Corporate Counsel
Corporate Counsel
Corporate Counsel
Corporate Counsel
Secretary
Assistant Secretary
Treasurer

Christy J. Leonard
Amy Oygen
Robert J. Ray
Charles B. (Chad) Rogers II
Corey Sanchez
Matthew Storey
Christopher O. Heisler
Jeffrey P. Stone
Theresa Jang

*Appointed for licensing purposes in Florida

ORDINANCE NUMBER O- 21538 (NEW SERIES)

DATE OF FINAL PASSAGE OCT 12 2022

AN ORDINANCE OF THE COUNCIL OF THE CITY OF SAN DIEGO AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE A SEVEN-YEAR AGREEMENT WITH STANTEC CONSULTING SERVICES INC. FOR DESIGN AND CONSTRUCTION SUPPORT SERVICES IN CIP S-21004, RANCHO BERNARDO INDUSTRIAL PUMP STATION REPLACEMENT, IN AN AMOUNT NOT TO EXCEED \$2,251,320 AND RELATED ACTIONS.

WHEREAS, the Ranch Bernardo Industrial (RBI) Pump Station is a potable water pump station constructed in 1968 and is beyond its useful service lifespan; and

WHEREAS, the replacement of the RBI Pump Station (Project) is necessary in order to improve reliability of water service to the Rancho Bernardo area and must be completed prior to the planned rehabilitation of the nearby Pomerado Park Reservoir; and

WHEREAS, the City issued a Request for Proposal (H2125936) to solicit professional engineering services for design and engineering support for the Project on July 22, 2021, and, of the three firms that submitted proposals, Stantec Consulting Services Inc. was selected based upon their qualifications experience in accordance with Council Policy 300-07; and

WHEREAS, the scope of the contract with Stantec will be for design and engineering support during the Project, which includes construction for the new RBI Pump Station, assessment of the overflow drainage pipe of the Rancho Bernardo reservoir, and demolition of the existing RBI Pump Station; and

WHEREAS, the term of the contract will be seven years and the total contract amount will be \$2,251,320; and

WHEREAS, under Charter section 99, no contract, agreement, or obligation extending for a period of more than five years may be authorized except by Ordinance approved by a two-thirds majority vote of the City Council; and

WHEREAS, the Office of the City Attorney has drafted this ordinance based on the information provided by City staff with the understanding that this information is complete, true, and accurate; NOW, THEREFORE,

BE IT ORDAINED, by the Council of the City of San Diego, as follows:

Section 1. That the Mayor or his designee is authorized to execute the agreement with Stantec Consulting Services Inc. for the professional design and construction support services in CIP S-21004, RBI Pump Station Replacement, in an amount not to exceed \$2,251,320, which is included in the staff materials accompanying this ordinance, and that once signed, will be on file with the City Clerk as Document No. 00-21538 (Agreement).

Section 2. That the Chief Financial Officer is authorized to expend an amount not to exceed \$2,251,320 from CIP S-21004, RBI Pump Station Replacement, Fund 700010, Water Utility CIP, for the purpose of executing the Agreement.

Section 3. That a full reading of this Ordinance is dispensed with prior to passage, a written copy having been made available to the Council and the public prior to the day of its passage.

Section 4. That this Ordinance shall take effect and be in force on the thirtieth day from and after its final passage.

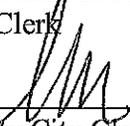
APPROVED: MARA W. ELLIOTT, City Attorney

By /s/ Adam R. Wander
Adam R. Wander
Deputy City Attorney

ARW:cw
8/22/2022
Or. Dept: E&CP
CC No.: N/A
Doc. No.: 3068367

I hereby certify that the foregoing Ordinance was passed by the Council of the City of San Diego, at this meeting of OCT 03 2022

ELIZABETH S. MALAND
City Clerk

By 
Deputy City Clerk

Approved: 10/12/22
(date)


TODD GLORIA, Mayor

Vetoed: _____
(date)

TODD GLORIA, Mayor

Passed by the Council of The City of San Diego on OCT 03 2022, by the following vote:

Councilmembers	Yeas	Nays	Not Present	Recused
Joe LaCava	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jennifer Campbell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Stephen Whitburn	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Monica Montgomery Steppe	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Marni von Wilpert	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chris Cate	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Raul A. Campillo	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vivian Moreno	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sean Elo-Rivera	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

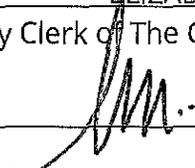
Date of final passage OCT 12 2022.

AUTHENTICATED BY:

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

(Seal)

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

By , Deputy

I HEREBY CERTIFY that the foregoing ordinance was not finally passed until twelve calendar days had elapsed between the day of its introduction and the day of its final passage, to wit, on

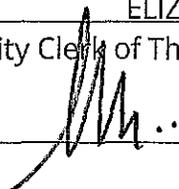
SEP 13 2022

and on OCT 12 2022.

I FURTHER CERTIFY that said ordinance was read in full prior to passage or that such reading was dispensed with by a vote of five members of the Council, and that a written copy of the ordinance was made available to each member of the Council and the public prior to the day of its passage.

(Seal)

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

By , Deputy

Office of the City Clerk, San Diego, California

Ordinance Number O-

21538

Passed by the Council of The City of San Diego on October 3, 2022, by the following vote:

YEAS: LACAVA, CAMPBELL, WHITBURN, MONTGOMERY STEPPE, VON
WILPERT, CAMPILLO & ELO-RIVERA.

NAYS: NONE.

NOT PRESENT: CATE, MORENO.

RECUSED: NONE.

AUTHENTICATED BY:

TODD GLORIA

Mayor of The City of San Diego, California

ELIZABETH S. MALAND

City Clerk of The City of San Diego, California

(Seal)

By: Matthew R. Hilario, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true, and correct copy of ORDINANCE NO. O-21538 (New Series) of The City of San Diego, California.

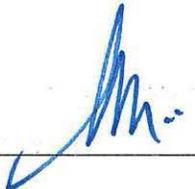
I FURTHER CERTIFY that said ordinance was not finally passed until twelve calendar days had elapsed between the day of its introduction and the day of its final passage, to wit, on September 13, 2022, and on October 12, 2022.

I FURTHER CERTIFY that said ordinance was read in full prior to passage or that such reading was dispensed with by a vote of five members of the Council, and that a written copy of the ordinance was made available to each member of the Council and the public prior to the day of its passage.

ELIZABETH S. MALAND

City Clerk of The City of San Diego, California

(SEAL)

By:  _____, Deputy

Crocker, Cindy

From: pwc100@dir.ca.gov
Sent: Tuesday, November 29, 2022 5:27 PM
To: Crocker, Cindy; PWD-PWC-Contracts
Subject: [EXTERNAL] Project Creation

****This email came from an external source. Be cautious about clicking on any links in this email or opening attachments.****

Hello,

Thank you for using the PWC-100 online application.

This email confirms the submission of a new project titled "Design of Rancho Bernardo Industrial Pump Station Replacement H2125936" that was created on 29 Nov 2022 and assigned **DIR Project ID 444483**.

Please share this **DIR Project ID** number with each contractor on the project. They will need this number to submit certified payroll records into DIR's Electronic Certified Payroll Reporting(eCPR) database.

Thank you for your submission

Sincerely,

Public Works Program
Division of Labor Standards Enforcement
Department of Industrial Relations
State of California

Project Information

FORM

Form Type: PWC-100 **Project Award Date:** 11/29/2022

AWARDING BODY INFORMATION

Name: City of San Diego Public Works Contracts
Address: 1010 Second Ave
 Suite 1400
 San Diego, CA 92101
Primary Contact: Public Works Person
Primary Email: PWD-PWC-Contracts@sandiego.gov
Work Phone: 6195333635

PROJECT INFORMATION

Project Name: Design of Rancho Bernardo Industrial Pump Station Replacement H2125936
Project #: H2125936
Brief Description: Design of Rancho Bernardo Industrial Pump Station Replacement
Contract #: H2125936
Contract Amount: \$2251320.00
Number of Prime Contractors: 1
Total Project Cost: \$2251320.00
Alternative Model: None Apply
Description of Location: San Diego **County:** SAN DIEGO

Project Information 2

PWC-100

Project Name: Design of Rancho Bernardo Industrial Pump Station Replacement H2125936
Project #: H2125936 **Contract #:** H2125936 **Status:** New Submission

PROJECT INFORMATION

Project Dates

First Advertised Bid: 7/22/2021 **Estimated or Actual Start:** 11/29/2022
Estimated or Actual Completion: 11/29/2029

Propositions

Will this project receive (or has it received) any funding from Proposition 84 (The Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006)? No
 Will this project receive (or has it received) any funding from Proposition 39 (California Clean Energy Jobs Act of 2012)? No

Compliance and Agreements:

Is language included in the Contract Award to effectuate the requirements of Section 1771, 1774 - 1776, 1777.5, 1813 and 1815 of the Labor Code? Yes
 Will you operate a DIR-Approved Labor Compliance Program(LCP) for this project? Yes
 Is there a Project Labor Agreement (PLA) associated with this project? No

Contractor Information

Project Manager

Email Address	Name	Title	Work Phone
jeff.endersby@stantec.com	Jeff Endersby	Project Manager	760-496-8584

General Contractor1

CSLB/Certificate Number	NAME	Address	Email	Classification
1000008968	AIRX UTILITY SURVEYORS, INC.	785 E MISSION RD SUITE 100 SAN MARCOS, CA 92069	ACCOUNTING@AIRXUS.COM	SURVEYORS
1000009329	STC TRAFFIC, INC.	5973 AVENIDA ENCINAS, #218 CARLSBAD, CA 92008	ADMIN@STCTRAFFIC.COM	SURVEYORS
1000005235	NOVA ENGINEERING, INC.	4373 VIEWRIDGE AVE, STE A SAN DIEGO, CA 92123	CGREENING@NOVA-ENG.COM	SURVEYORS
1000030490	COOK & SCHMID LLC	626 SAVOY STREET SAN DIEGO, CA 92106	FINANCE@COOKANDSCHMID.COM	SURVEYORS
1000008020	STANTEC CONSULTING SERVICES INC.	38 TECHNOLOGY DRIVE, SUITE 200 IRVINE, CA 92618	LICENSING.US@STANTEC.COM	SURVEYORS
1000020466	RF YEAGER ENGINEERING INC.	9562 WINTER GARDENS, SUITE D-151 LAKESIDE, CA 92040	RFYEAGER@RFYEAGER.COM	SURVEYORS
1000031910	ROSS ENGINEERING GROUP, INC	6354 CAMINO CORTO SAN DIEGO, CA 92120	RON@ROSS-EG.COM	SURVEYORS
1000018271	PLATTWHITELAW ARCHITECTS, INC.	4034 30TH STREET SAN DIEGO, CA 92104	RSTRICKLAND@PLATTWHITELAW.COM	SURVEYORS
1000009383	ALLIED GEOTECHNICAL ENGINEERS, INC.	9500 CUYAMACA STREET, SUITE 102 SANTEE, CA 92071	S_SUTANTO@ALLIEDGEO.ORG	SURVEYORS