

ORIGINAL

**AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND
KLEINFELDER CONSTRUCTION SERVICES, INC.
FOR**

**AS-NEEDED CONSTRUCTION MANAGEMENT
SERVICES - FEDERAL - CONTRACT 1**

(FEDERAL VERSION)

CONTRACT NUMBER: H2326236

**THIS IS A UNITED STATES ENVIRONMENTAL PROTECTION AGENCY (USEPA)
FEDERALLY FUNDED PROJECT UTILIZING FUNDS FROM THE WATER
INFRASTRUCTURE FINANCE AND INNOVATION ACT (WIFIA) PROGRAM**

Document No. **RR-315517-1**
Filed MAY 14 2024
Office of the City Clerk
San Diego, California

**AGREEMENT FOR CONSTRUCTION MANAGEMENT
PROFESSIONAL SERVICES**

TABLE OF CONTENTS

**ARTICLE I
CONSTRUCTION MANAGEMENT SERVICES**

1.1	Scope of Services.....	1
1.2	Task Administrator	2
1.3	City Modification of Scope of Services.....	2
1.4	Written Authorization.....	2
1.5	Confidentiality of Services.....	3

**ARTICLE II
DURATION OF AGREEMENT**

2.1	Term of Agreement	3
2.2	Time of Essence	3
2.3	Notification of Delay.....	3
2.4	Delay	3
2.5	City's Right to Suspend for Convenience.....	3
2.6	City's Right to Terminate for Convenience	4
2.7	City's Right to Terminate for Default	4

**ARTICLE III
COMPENSATION**

3.1	Amount of Compensation.....	5
3.2	Manner of Payment.....	5
3.3	Additional Costs.....	5
3.4	Eighty Percent Notification.....	5

**ARTICLE IV
CONSTRUCTION MANAGEMENT PROFESSIONAL'S OBLIGATIONS**

4.1	Industry Standards	5
4.2	Right to Audit.....	6
4.3	Insurance	6
4.4	Subcontractors	12
4.5	Contract Records Reports.....	13
4.6	Non-Discrimination Requirements.....	13
4.7	Drug-Free Workplace.....	14
4.8	RESERVED.....	15
4.9	Product Endorsement.....	15

4.10	Conflict of Interest	15
4.11	Mandatory Assistance	16
4.12	Compensation for Mandatory Assistance.....	16
4.13	Attorney Fees related to Mandatory Assistance	16
4.14	RESERVED.	17
4.15	RESERVED.	17
4.16	RESERVED.	17
4.17	RESERVED.	17
4.18	Storm Water Management Discharge Control	17
4.19	ADA Certification	17
4.20	Prevailing Wage Rates.....	17

**ARTICLE V
FEDERAL REQUIREMENTS**

5.1	.....	20
5.2	.....	20
5.3	.....	21
5.4	.....	21
5.5	.....	21
5.6	.....	21
5.7	.....	21
5.8	.....	21
5.9	.....	22
5.10	.....	22
5.11	.....	22
5.12	.....	23
5.13	.....	23

**ARTICLE VI
INDEMNIFICATION**

6.1	Indemnification.....	23
6.2	Construction Management Professional Services Indemnification and Defense. .	23
6.3	Insurance.....	23
6.4	Enforcement Costs	24

**ARTICLE VII
MEDIATION**

7.1	Mandatory Non-binding Mediation	24
7.2	Mandatory Mediation Costs.....	24
7.3	Selection of Mediator	24
7.4	Conduct of Mediation Sessions.....	24

**ARTICLE VIII
INTELLECTUAL PROPERTY RIGHTS**

8.1	Work for Hire.....	25
8.2.	Rights in Data.....	25
8.3	Intellectual Property Rights Assignment.....	25
8.4	Moral Rights.....	25
8.5	Subcontracting.....	26
8.6	Publication Design.....	26
8.7	Intellectual Property Warranty and Indemnification.....	26
8.8	Enforcement Costs.....	26
8.9	Software Licensing.....	27

**ARTICLE IX
MISCELLANEOUS**

9.1	Notices.....	27
9.2	Headings.....	27
9.3	Non-Assignment.....	27
9.4	Independent Contractors.....	27
9.5	Construction Management Professional and Subcontractor Principals for Professional Services.....	27
9.6	Additional Construction Management Professionals or Contractors.....	28
9.7	Employment of City Staff.....	28
9.8	Covenants and Conditions.....	28
9.9	Compliance with Controlling Law.....	28
9.10	Jurisdiction and Venue.....	28
9.11	Successors in Interest.....	28
9.12	Integration.....	29
9.13	Counterparts.....	29
9.14	No Waiver.....	29
9.15	Severability.....	29
9.16	Municipal Powers.....	29
9.17	Drafting Ambiguities.....	29
9.18	Conflicts Between Terms.....	29
9.19	Construction Management Professional Evaluation.....	29
9.20	Exhibits Incorporated. All Exhibits referenced in this Agreement are incorporated into the Agreement by this reference.....	29
9.21	Survival of Obligations.....	30
9.22	Contractor Standards.....	30
9.23	Equal Benefits Ordinance.....	30
9.24	Public Records.....	30
9.25	Equal Pay Ordinance.....	31

CONSTRUCTION MANAGEMENT PROFESSIONAL AS-NEEDED EXHIBITS

- Exhibit A - Scope of Services
- Exhibit B - Task Order Authorization
- Exhibit C - Compensation and Fee Schedule
- Exhibit D - City's Equal Opportunity Contracting Program Consultant Requirements
 - (AA) Disclosure of Discrimination Complaints
 - (BB) Work Force Report
 - (CC) Subcontractors List
 - (DD) List of Services Made Available (Form AA61)
 - (EE) Summary of Subconsultant Proposals Received (Form AA62)
 - (FF) Good Faith Effort List of Subcontractors Solicited (Form AA63)
 - (GG) SWCRB Form 4500-2: DBE Subcontractor Participation Form
 - (HH) SWCRB Form 4500-3: DBE Subcontractor Performance Form
 - (II) SWCRB Form 4500-4: DBE Subcontractor Utilization Form
 - (JJ) Disadvantaged Business Enterprise (DBE) Utilization (CASRF Form UR-334)
- Exhibit E - Determination Form
- Exhibit F - Consultant Performance Evaluation Form
- Exhibit G - Contractor Standards Pledge of Compliance
- Exhibit H - California Labor Code Sections 1720 and 1771
- Exhibit I - United States Environmental Protection Agency Fund Requirements

ATTACHMENTS

1. Certification of Local Agency
2. Certification of Consultant
3. Appendix A to 40 CFR Part 34 – Certification Regarding Lobbying
4. Appendix B to 40 CFR Part 34 – Disclosure of Lobbying Activities

**AS-NEEDED AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND KLEINFELDER CONSTRUCTION SERVICES, INC.
FOR CONSTRUCTION MANAGEMENT SERVICES – FEDERAL – CONTRACT 1**

THIS Agreement is made and entered into between the City of San Diego, a municipal corporation [City], and **KLEINFELDER CONSTRUCTION SERVICES, Inc.** [Construction Management Professional] to provide Professional Services to the City for construction management on an as-needed basis.

RECITALS

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

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

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

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

**ARTICLE I
CONSTRUCTION MANAGEMENT SERVICES**

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

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

1.1.1 Task Order. Prior to beginning performance in response to a Task Order, Construction Management Professional shall complete and execute the Task Order which must be approved in writing by the City. Each Task Order shall include a scope of Professional Services, a cost estimate, and the time for completion. The scope of Professional Services shall include all activities or work reasonably anticipated as necessary for successful completion of each Task presented by the City. If prevailing wage rates apply to a Task Order, then said rates shall be in accordance with the provisions set forth in Section 4.20 of this Agreement. The

date of the City's Request for Cost Proposal for a Task Order Letter [Proposal Letter] shall be used for the purpose of determining which published prevailing wage rate shall apply on a Task Order. All wage rates published and all predetermined wage rate increases known at the date of the Proposal Letter shall apply for the duration of said Task Order.

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

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

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

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

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

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

ARTICLE II DURATION OF AGREEMENT

2.1 Term of Agreement. This Agreement shall be effective on the date it is executed by the last Party to sign the Agreement and approved by the City Attorney in accordance with San Diego Charter Section 40. Unless otherwise terminated, this Agreement shall be effective for issuing Task Orders for no more than **twenty-four (24)** months and for completing Task Orders for no more than **sixty (60) months** following the date of its execution by the City, unless said duration is modified in writing by an amendment to this Agreement. If required, the duration of this Agreement can be extended up to a maximum of sixty (60) months. Any extension beyond sixty (60) months will require City Council approval via Ordinance.

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

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

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

2.5 City's Right to Suspend for Convenience. The City may, at its sole option and for its convenience, suspend all or any portion of the Construction Management Professional's

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

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

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

ARTICLE III COMPENSATION

3.1 Amount of Compensation. The City shall pay the Construction Management Professional for performance of all Professional Services rendered in accordance with this Agreement, including all reasonably related expenses, in an amount not to exceed **\$15,000,000**. The City agrees to issue at least one or more Task Orders with a minimum aggregate value of \$1,000.00 to the Construction Management Professional.

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

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

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

ARTICLE IV CONSTRUCTION MANAGEMENT PROFESSIONAL'S OBLIGATIONS

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

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

4.2 Right to Audit.

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

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

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

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

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

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

4.3 Insurance. The Construction Management Professional shall not begin the Professional Services under this Agreement until it has: (a) obtained, and provided to the City, insurance certificates and endorsements reflecting evidence of all insurance required in Article IV, Section 4.3.1; and (b) confirmed that all policies contain the specific provisions required in Article IV, Section 4.3.4 of this Agreement. However, failure to obtain City approval of the required documents prior to the Professional Services commencing shall not waive Construction Management Professional obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements

required by this Agreement, at any time. Construction Management Professional liabilities, including but not limited to Construction Management Professional's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. If Construction Management Professional maintains broader coverage or higher limits than the minimums shown below, City requires and shall be entitled to the broader coverage or the higher limits maintained by Construction Management Professional. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City. Except as provided for under California law, all policies of insurance required hereunder must provide that the City is entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies. Maintenance of specified insurance coverage is a material element of this Agreement and Construction Management Professional's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of contract by the City.

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

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

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

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

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

4.3.1.4 Architects & Engineers Professional Liability. For all of the Construction Management Professional employees who are subject to this Agreement, the Construction Management Professional shall keep in full force and effect, Professional Liability coverage for professional liability with a limit of \$3,000,000 per claim and

\$3,000,000 annual aggregate. The Construction Management Professional shall ensure both that: (1) the policy retroactive date is on or before the date of commencement of the Professional Services as described in issued Task Orders; and (2) the policy will be maintained in force for a period of three years after substantial completion of the Professional Services as described in issued Task Orders or termination of this Agreement whichever occurs last. The Construction Management Professional agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the City's exposure to loss.

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

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

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

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

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

4.3.1.6 Contractors Hazardous Transporters Pollution Liability Insurance. Construction Management Professional shall procure and maintain at Construction Management Professional's expense or require Construction Management Professional's Subcontractor, as described below to procure and maintain Contractors Hazardous Transporters Pollution Liability Insurance, including contractual liability coverage to cover liability arising out of transportation of hazardous or toxic, materials, substances, or any other pollutants by Construction Management Professional or any Subcontractor in an

amount no less than \$1,000,000 limit per occurrence and \$2,000,000 aggregate per policy period of one year.

All costs of defense shall be outside the limits of the policy.

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

To obtain City approval of a Subcontractor's insurance coverage in lieu of the Construction Management Professional's insurance, the Construction Management Professional shall certify that all activities under the Contractor's Hazardous Transporters Pollution Liability insurance will be performed exclusively by the Subcontractor providing the insurance. The deductible shall not exceed \$25,000 per claim without prior approval of the City.

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

4.3.1.7 Railroad Protective Liability Insurance. Exclusions relating to performance of operations within the vicinity of any railroad, bridge, trestle, roadbed, tunnel, underpass, or cross shall be deleted from all policies to which they may apply. Alternatively, the Construction Management Professional may provide separate Railroad Protective Liability insurance providing coverage, including endorsements, equivalent to that required for the CGL described herein.

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

4.3.3 Acceptability of Insurers.

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

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

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

4.3.4.1 Commercial General Liability Insurance Endorsements

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

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

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

UNMANNED AIRCRAFT COVERAGE. Construction Management Professional shall procure and maintain or cause its subconsultant to procure and maintain Unmanned Aircraft Liability coverage for unmanned aircraft operations related to this Agreement.

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

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

4.3.4.3 Contractors Pollution Liability Insurance Endorsements.

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

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

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

4.3.4.4 Contractors Hazardous Transporters Pollution Liability Insurance Endorsements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.5 Contract Records Reports.

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

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

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

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

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

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

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

4.6 Non-Discrimination Requirements.

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

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

4.6.2 Non-Discrimination Ordinance.

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

4.6.3 Compliance Investigations.

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

4.7 Drug-Free Workplace.

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

4.7.1 Construction Management Professional's Notice to Employees.

The Construction Management Professional shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the 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 Construction Management 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 Construction Management Professional shall post the drug-free policy in a prominent place.

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

4.8 RESERVED.

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

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

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

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

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

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

4.10.3 RESERVED

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

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

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

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

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

- 4.14 RESERVED.
- 4.15 RESERVED.
- 4.16 RESERVED.
- 4.17 RESERVED.

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

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

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

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

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

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

4.20.1.2 The date of the City's Request for Cost Proposal for a Task Order Letter [Proposal Letter] shall be used for the purpose of determining which published prevailing wage rate shall apply on a Task Order. All wage rates published, and all predetermined wage rate increases known at the date of the Proposal Letter shall apply for the duration of said Task Order. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of that particular

Task Order. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to that particular Task Order in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of that particular Task Order, each successive predetermined wage rate shall apply to that particular Task Order on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of that particular Task Order, such wage rate shall apply to the balance of that Task Order.

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

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

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

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

4.20.5 Working Hours. Construction Management Professional and its subconsultants shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight (8) hours a day and forty (40) hours a week, unless all hours worked in excess of eight (8) hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design 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. Construction Management Professional shall include at a minimum a copy of the following provisions in any contract they enter into with a subconsultant: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.

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

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

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

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

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

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

4.20.11 List of all Subcontractors. The Construction Management Professional shall provide a complete list of subcontractors (regardless of tier) utilized on this Agreement,

along with their DIR registration numbers, if applicable, prior to any work being performed on this Agreement, and Construction Management Professional shall provide a complete list of subcontractors, regardless of tier, with each invoice. Additionally, Construction Management Professional shall provide the 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 Construction Management Professional until at least thirty (30) days after this information is provided to the City.

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

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

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

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

ARTICLE V FEDERAL REQUIREMENTS

5.1 This Agreement is funded by the United States Environmental Protection Agency [USEPA]. All work performed under this Agreement will be subject to the review and approval of the USEPA. Further, this Agreement is for professional services related to projects that may be subject to the Build America, Buy America Act [BABAA] requirements under Title IX of the Infrastructure Investment and Jobs Act (“IIJA”), Pub. L. 177-58. Although professional services are generally not subject to BABAA, the Construction Management Professional understands that they are responsible for ensuring that, absent a waiver by the USEPA, Construction Management Professional shall not approve for use in any project, any iron, steel, manufactured products, or construction materials unless such materials have been produced in the United States. Construction Management Professional shall obtain all necessary compliance certificates for work that is within Construction Management Professional’s Scope of Services. Failure to do so shall be a default under this Agreement. Guidance on complying with BABAA is outlined by the Office of Management and Budget’s Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure, April 18, 2022.

5.2 The Construction Management Professional and its Subcontractors shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred, and shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under this Agreement, for inspection by the City, the USEPA, the

State Auditor, the Comptroller General of the United States, or their duly authorized representatives.

5.3 The cost principles and procedures for use in the determination of allowable elements of cost will be governed by the Federal Acquisition Regulations in 48 CFR, Chapter 1, Part 31. Said regulations are also applicable to subcontracts in excess of \$25,000.00.

5.4 The Construction Management Professional warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the Construction Management Professional, to solicit or secure this Agreement, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability, or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

5.5 The Construction Management Professional shall comply with all federal, state, and local laws and ordinances applicable to the work. This includes compliance with prevailing wage rates and their payment in accordance with California Labor Code, including but not limited to Sections 1720 and 1771 (see Exhibit H).

5.6 Neither this Agreement or any part thereof shall be subcontracted, assigned, or transferred by the Construction Management Professional except as otherwise provided for in the Agreement.

5.7 The Construction Management Professional shall comply with California Government Code section 7550 as follows:

Any document or written report prepared for or under the direction of a state or local agency, that is prepared in whole or in part by nonemployees of the agency, shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of such document or written report; provided, however, that the total cost for work performed by nonemployees of the agency exceeds FIVE THOUSAND DOLLARS (\$5,000). The contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report.

When multiple documents or written reports are the subject or product of the contract, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

5.8 All procurement transactions will be conducted in a manner providing full and open competition consistent with the standards of 49 CFR Part 18. Some of the situations considered to be restrictive of competition include, but are not limited to:

(i) Placing unreasonable requirements on firms in order for them to qualify to do business,

- (ii) Requiring unnecessary experience and excessive bonding,
- (iii) Noncompetitive pricing practices between firms or between affiliated companies,
- (iv) Noncompetitive awards to consultants that are on retainer contracts,
- (v) Organizational conflicts of interest,
- (vi) Specifying only a brand name product instead of allowing an equal product to be offered and describing the performance of other relevant requirements of the procurement, and
- (vii) Any arbitrary action in the procurement process.

5.9 The City will perform a cost analysis of its Agreement with the Construction Management Professional when adequate price competition is lacking, and for sole source procurements, including contract modifications or change orders, unless price reasonableness can be established on the basis of a catalog or market price of a commercial product sold in substantial quantities to the general public or based on prices set by law or regulation. A price analysis will be used in all other instances to determine the reasonableness of the proposed contract price.

5.10 The City and the Construction Management Professional must on request make available for awarding agency pre-award review procurement documents, such as requests for proposals or invitations for bids, independent cost estimates, or other pertinent documents when:

- (i) The City's or the Construction Management Professional's procurement procedures or operation fails to comply with the procurement standards in 49 CFR Section 18.36; or
- (ii) The procurement is expected to exceed the simplified acquisition threshold [currently fixed at \$100,000 by 41 U.S.C. 403(11)] and is to be awarded without competition or only one bid or offer is received in response to a solicitation; or
- (iii) The procurement, which is expected to exceed the simplified acquisition threshold, specifies a brand name product; or
- (iv) The proposed award is more than the simplified acquisition threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
- (v) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the simplified acquisition threshold.

5.11 The City will use procurement procedures which reflect applicable state and local laws and regulations, provided that the procurements conform to applicable federal law and standards identified in 49 CFR Section 18.36.

5.12 Contract modifications are required for any modification in the terms of the original contract that change the cost of the contract; significantly change the character, scope, complexity, or duration of the work; or significantly change the conditions under which the work is required to be performed. A contract modification shall clearly outline the changes made and determine a method of compensation.

5.13 The Construction Management Professional agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

ARTICLE VI INDEMNIFICATION

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

6.2 Construction Management Professional Services Indemnification and Defense.

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

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

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

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

ARTICLE VII MEDIATION

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

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

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

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

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

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

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

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

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

ARTICLE VIII INTELLECTUAL PROPERTY RIGHTS

8.1 Work for Hire. 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 Act of 1976, as amended, and shall become the sole property of the City and shall be delivered to the City upon request. The Construction Management 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 Construction Management Professional, including its employees, agents, talent and independent Subcontractors pursuant to this Agreement are the sole property of the City. The Construction Management 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 Construction Management Professional’s work on behalf of the City without prior written consent of the City.

8.3 Intellectual Property Rights Assignment. Construction Management 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. Construction Management 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 Construction Management Professional, its employees, agents, talent, and independent Subcontractor(s), may now have or which may accrue to Construction Management 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 Construction Management Professional utilizes a Subcontractor(s) to prepare or originate, in whole or in part, Deliverable Materials under this Agreement, the agreement between Construction Management 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 under the United States Copyright 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 Deliverable Materials/work product, 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. Construction Management Professional may not publish or reproduce any Deliverable Materials, for purposes unrelated to Construction Management Professional’s work on behalf of the City without prior written consent of the City.

8.7 Intellectual Property Warranty and Indemnification. Construction Management Professional represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this Agreement 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 Construction Management Professional to produce, at Construction Management Professional’s own expense, new non-infringing materials, deliverables or Deliverable Materials as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Construction Management 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, or Deliverable Materials provided under this Agreement 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 Construction Management Professional receives payment under this Agreement, City shall be entitled, upon written notice to Construction Management Professional, to withhold some or all of such payment.

8.8 Enforcement Costs. Construction Management 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.

8.9 Software Licensing. Construction Management Professional represents and warrants that the software, if any, as delivered to the City, does not contain any program code, virus, worm, trap door, back door, time or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of licenso-

selected conditions or manually on command. Construction Management Professional further represents and warrants that all third party software delivered to the City or used by Construction Management Professional in the performance of this Agreement is fully licensed by the appropriate licensor.

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 this Agreement, unless otherwise agreed in writing:

Notice to the City shall be addressed to:

Engineering & Capital Projects Department
Jesus Espinoza
9573 Chesapeake Drive, San Diego, CA 92123 (MS-18)
Email: JEspinozaEsc@sandiego.gov

Notice to the Construction Management Professional shall be addressed to:

Kleinfelder Construction Services, Inc.
5761 Copley Drive, Suite 100, San Diego, CA 92111
Rich Fitterer <RFitterer@kleinfelder.com>
Phone number: 858-705-0768

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

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

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

9.5 Construction Management Professional and Subcontractor Principals for Professional Services. It is understood that this Agreement is for unique Professional Services. Retention of the Construction Management Professional's Professional Services is based on the particular professional expertise of the following members of the Construction Management Professional's organization Rich Fitterer [Project Team]. Accordingly,

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

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

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

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

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

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

9.11 Successors in Interest. This Agreement and all rights and obligations created by this Agreement shall be in force and effect whether or not any Parties to the Agreement

have been succeeded by another entity, and all rights and obligations created by this Agreement shall be vested and binding on any Party's successor in interest.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

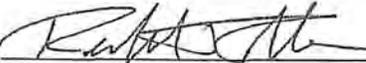
Nothing in this Agreement creates any obligation for the City to notify the Construction Management Professional or obtain the Construction Management Professional's approval or consent before releasing information subject to disclosure under the California Public Records Act.

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

The remainder of this page has been intentionally left blank.

IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor, pursuant to Resolution Number R-315517, authorizing such execution, and by the Construction Management Professional pursuant to Kleinfelder Construction Services, Inc.'s signature authority document.

I HEREBY CERTIFY I can legally bind Kleinfelder Construction Services, Inc. and that I have read all of this Agreement, this 9th day of April, 2024.

By 

Principal Name: Richard Fitterer

Principal Title: Area Manager

Dated this 9th day of August, 2024.

THE CITY OF SAN DIEGO
Mayor or Designee

By 

Matthew Vespi

Chief Financial Officer

I HEREBY APPROVE the form of the foregoing Agreement this 23rd day of August, 2024.

MARA W. ELLIOTT, City Attorney

By 

Michael Johnston

Deputy City Attorney

CONSTRUCTION MANAGEMENT
PROFESSIONAL AS-NEEDED EXHIBITS

SCOPE OF SERVICES

The City of San Diego's (City) Engineering & Capital Projects Department (E&CP) Construction Branch (CB) including Construction Engineering Support (CES) Division and Construction Management & Field Engineering Division (CMFE) is responsible for providing construction management of CIP projects and support services such as construction contract administration; inspection; landscape architect services; arborist evaluations; traffic control, disability access, and storm water compliance reviews; material testing; and land surveying services for public improvements and private land development which benefit the community, improve safety and comply with engineering standards.

The primary responsibilities of the Construction Management Professional (CMP) will be to provide construction management, staff augmentation, and support services, on an as-needed basis for the divisions within CB for various types of Capital Improvement Program (CIP) projects including, but not limited to, water and wastewater facilities, pipelines, dams and reservoirs, structures, buildings, bridges, roadway paving, process facilities, and site work. As workloads fluctuate in construction of new facilities and modifications to existing facilities, staffing requirements also change. The CMP shall provide construction management and other support services for these projects on an as-needed basis to supplement CB. Work consisting of the following scope of services will be assigned via Task Orders as determined by CB on a project-specific basis.

This RFP is subject to the WIFIA Borrower Guide to Federal Requirements set by EPA for federal requirements under the National Environmental Policy Act of 1969 (NEPA), the Build America, Buy America Act (BABAA) and other environmental, economic, and civil rights authorities. Refer to Exhibit I of this Agreement for additional information.

1.0 ADMINISTRATION

Provide general construction management and administration to facilitate completion of projects.

1.1 The CMP shall become familiar with CB processes and procedures and its objectives and provide services and assistance as directed by CB. The CMP shall work under the direction of CB to develop and maintain open lines of communication and cooperation between CB and CMP staff as well as with other

consultants and contractors working on the project. The CMP may be assigned the full responsibility of a project or limited responsibility supplementing CB in specific areas of expertise. CB will review the CMP's qualifications and all proposed CMP assignments will be subject to CB's approval.

- 1.2 The CMP shall maintain on-going interaction with appropriate agencies and City staff to ensure compliance with applicable laws and regulations and successful completion of each project.
- 1.3 The CMP shall review and become familiar with all applicable pre-design, design, and procurement documents developed for each project.
- 1.4 The CMP shall provide well-qualified staff having a broad range of experience levels including, but not limited to, supervisor-level and assistant-level staff with an emphasis on inspectors and engineers having assistant-level qualifications to provide the bulk of the day-to-day services.
- 1.5 The CMP's team shall consist of complimentary local resources consisting of both prime and subconsultant individuals and shall have the capacity to perform all aspects of construction management and administration for each project, especially during CB workload peaks.

2.0 MANAGEMENT

- 2.1 The CMP shall assign a contract administrator in charge of overall coordination of all assigned Task Orders to maintain adequate staffing, quality control, and project schedule. The CMP's contract administrator shall be subject to approval by CB and shall have experience managing as-needed contracts on behalf of public agencies. The CMP shall possess the professional knowledge, skill, and expertise in all aspects of project management to facilitate the completion of a broad variety of the types of construction projects that CB administers.
- 2.2 The CMP shall provide a Monthly Task Order Report and Schedule covering a summary of the status, schedule, and expenditures associated with each of the tasks described in this Scope of Services; including highlights of any unusual contractual, construction, or management issues that arise during the reporting period and the indicating the expiration date of the contract.

- 2.3 The CMP shall meet monthly with the City's designated Contract Manager to review the Monthly Task Order Report and Schedule.
- 2.4 The CMP shall submit a Quarterly Sub-Consultant Activity Report summarizing sub-consultant usage by task to the City's Contract Manager.

3.0 CONSTRUCTABILITY REVIEW

On occasion, the CMP may be required to perform Constructability Reviews.

- 3.1 The CMP shall assign staff which possesses the professional knowledge, skill, and expertise in all assigned projects and specific type of construction to review design submittals.
- 3.2 The CMP shall review design documents for clarity, reasonableness, conflicts, consistency, and completeness with respect to bidding and construction purposes and compliance with City standards and specifications. CMP shall provide biddability and constructability comments listed by specification section or drawing sheet. The CMP shall identify potential construction conflicts with City standards and specifications. The CMP will identify potential areas within the contract documents that may require clarification prior to bid, recognizing that there are potential benefits to the City of San Diego to resolve cost or schedule issues prior to the acceptance of bids. The CMP shall identify discrepancies within the contract and design documents and bring them to the attention of the City; provided, however, that the City and the City's designer shall have the discretion to make design and contract decisions on any project. The CMP will not be responsible for design errors or omissions that the CMP fails to identify or correct in its review of any plans and specifications.
- 3.3 Based upon the CMP's Constructability Reviews and the CMP staffs' construction expertise, the CMP shall make recommendations and provide comments relative to the project constructability and the contract and design documents.
- 3.4 The CMP shall review and verify that all bid items comply with all applicable plans, standards, specifications, and standard construction practices.
- 3.5 The CMP shall review design documents and designer response to construction review comments after City designer review.

4.0 CONSTRUCTION CONTRACT ADMINISTRATION

- 4.1 The CMP shall have the responsibility for the daily construction management in conjunction with CB. The CMP shall provide and coordinate construction management services for all tasks assigned.
- 4.2 The CMP shall provide effective written and oral communication to the contractor and other stakeholders in the administration of the contract. The CMP shall develop and update a project directory of key personnel working on the project.
- 4.3 The CMP shall administer construction contracts and provide CB technical construction management support.
- 4.4 The CMP shall manage the contractor's Quality Assurance/Quality Control (QA/QC) for assigned projects.
- 4.5 The CMP shall provide for timely, thorough, clear, effective, and responsible communications in response to Requests for Information (RFI), Requests for Change Order (RCO), Requests for Proposal (RFP), submittals, etc.
- 4.6 The CMP shall receive, log, and track RFIs, RCOs, and RFPs. The CMP will provide a clear and concise technical review of any RFI to determine if the issue is addressed adequately. The CMP will identify and recommend where the RFI can be addressed by or in the contract documents. If in the CMP reasonably believes that the RFI cannot be adequately addressed by the contract documents, the CMP shall provided the designer the RFI for the designer to provide a response. The CMP shall track the designer's response to the RFI for timeliness.
- 4.7 The CMP shall prepare and/or review any RFP for all aspects of construction projects including but not limited to structural, mechanical, electrical, instrumentation, civil, etc.
- 4.8 The CMP shall:
 - 4.8.1 Evaluate requests for material and equipment substitutions and changes based on compliance with contract specifications and consider the impacts to cost and schedule.

4.8.2 Provide opinions of total project costs that demonstrate compliance with the Build America, Buy America Act (BABAA).

4.8.3 Determine and certify that to the best of the CMP's knowledge and belief, all iron and steel products, manufactured products, and construction materials referenced in any technical analysis/report; the plans, specifications, and bidding documents; any bid addenda; and change orders comply with all federal requirements, including BABAA.

4.8.4 Review substitutes and "or equals" for conformity with contract conditions, applicable regulations, and BABAA requirements.

4.8.5 Obtain and review manufacturers' and contractors' certifications of compliance with BABAA requirements and maintain copies of certifications in project files.

4.8.6 Assist the City, if needed, in due diligence related to any BABAA waiver request.

4.9 The CMP shall monitor the contractor's resource loading and advise on corrective actions needed to maintain schedule.

4.10 The CMP shall conduct weekly job site progress meetings involving the project team and maintain action item minutes of said meetings. The CMP shall maintain and distribute meeting minutes to the City and the contractor.

4.11 The CMP shall attend contractor partnering session(s) as appropriate or upon the City's request.

5.0 CONTROLS AND SCHEDULING

5.1 The CMP shall review and comment on the contractor's baseline and project schedule critical path, and logic review.

5.2 The CMP shall site plan with diagrammatic indications showing relationships of the Task components, including traffic circulation and landscaping.

5.3 The CMP shall monitor project construction costs, budgets, schedule and maintain current workflow projections.

- 5.4 The CMP shall prepare and distribute daily, weekly, and monthly construction reports per CB standards including:
- Daily Inspection Reports;
 - Weekly Job Site Meetings; and
 - Monthly Reports.
- 5.5 The CMP shall review and approve monthly contractor invoices, verify compliance to all terms and conditions of the contract and make payment recommendations. The CMP shall also verify that the contractor's request for payment does not represent more than the amount for monthly work performed.
- 5.6 The CMP shall review, analyze, and make recommendations on contractor time extensions and cost increases.
- 5.7 The CMP shall coordinate work to be performed by contractors and subcontractors. The CMP will not be responsible for contractor or agency workforce means and methods.
- 5.8 The CMP shall receive and review project notices and submit them to CB.
- 5.9 The CMP shall provide contractor performance evaluations during construction.

6.0 COST ESTIMATING

- 6.1 The CMP shall, within established CB formats and guidelines, maintain a cost estimating system that includes:
- Evaluating contractor cost reduction proposals.
 - Providing cost estimates for change orders.
 - Reviewing Value Engineering (VE) cost reduction incentives.
 - Providing cost estimates for claims evaluation.

7.0 DOCUMENT CONTROL

- 7.1 The CMP shall utilize the latest departments filing system and comply with all applicable City Standards for document control.

- 7.1.1 The CMP will be responsible for central receipts, control, storage, distribution, indexing and tracking of all documents:
- Submittals,
 - Requests for information, and
 - Correspondence.
- 7.1.2 The CMP shall maintain a current set of as-built drawings and specifications.
- 7.1.3 Provide electronic software for tracking all documents.
- 7.1.4 Use Contract Manager (web based) system for tracking and recording project documents.
- 7.1.5 City may, at its option, provide hardware and software for tracking, maintaining, storing, and entering documentation.
- 7.1.6 The CMP shall maintain all field documents, store original documentation, and furnish all documentation to the CB at project completion.

8.0 CHANGE ORDER AND CLAIMS MANAGEMENT

- 8.1 The CMP shall implement a comprehensive claims management program to evaluate change order requests and make fair and reasonable recommendations.
- 8.2 When agreement between the City and the contractor cannot be reached the CMP shall support CB's position, assist in formulating a claims defense, and participate in resolution including:
- 8.3 Coordinate, assemble, and review supporting documentation for change order processing and make final recommendations to CB.
- 8.4 Review the merits of the contractor's alleged cost increases and/or time impacts.
- 8.5 Thoroughly analyze the contractor's proposal and develop a negotiating position. Initiate negotiations when necessitated by variations between contractor price for change orders and the CMP's fair cost estimate.

- 8.6 Expedite approval by the City of any negotiated change orders.
- 8.7 The CMP shall create, provide, and maintain proper documentation throughout the project in defending against contractor or construction claims.

9.0 SAFETY AND SECURITY MONITORING

- 9.1 Although the contractor is primarily responsible for safety on all projects, the CMP shall monitor and enforce safety and promote a safe overall environment for all workers and visitors to the project site. Safety shall comply with all applicable laws and federal, state and locally accepted safety regulations and measures.
- 9.2 The CMP shall monitor and enforce project safety including OSHA, state, and local safety regulations.
- 9.3 The CMP shall check job site security and measures taken to protect the public from hazards.
- 9.4 The CMP shall review the contractor's emergency response plans and make any necessary or appropriate recommendations for compliance with applicable laws, regulations, and standards.

10.0 INSPECTING

- 10.1 The City will review and approve the staffing level proposed by the CMP for inspection services and for monitoring the construction site on assigned projects. The CMP resident engineering staff shall verify construction compliance and QA/QC with applicable permits, codes, construction documents and any environmental mitigation. CMP shall maintain, review, and verify the contractor's redline as-builts on a monthly basis.

10.2 GENERAL INSPECTION

The CMP shall:

- 10.2.1 Provide documentation of construction activities, duration of activities, manpower and equipment allocation.
- 10.2.2 Provide daily construction activity reports, manpower, loading on-site equipment, and work conditions.

- 10.2.3 Provide non-conformance reports.
- 10.2.4 Provide weekly photographic/digital records of the project during construction.
- 10.2.5 Provide aerial photos to show progress through the use of remotely controlled drones adhering to the requirements under Federal Aviation Administration Regulations Part 107. No other flying, or other flying aerial activity will be performed during the scope of this contract. Aerial photos shall be taken quarterly unless otherwise noted.

10.3 CIVIL INSPECTIONS

The CMP shall provide qualified inspectors for civil improvements to inspect, monitor and report on the construction of civil improvements, including but not limited to:

- 10.3.1 Grading, streets, park and recreation facilities, landscaping, and finish site work.
- 10.3.2 Open trench and trenchless pipeline construction and pipeline rehabilitation for water, sewer, and storm drain.
- 10.3.3 Subsurface inspection, monitoring, investigations, and recommendations.
- 10.3.4 Other improvements as provided by Task Order.

10.4 STRUCTURAL INSPECTIONS

The CMP shall provide qualified structural inspectors to inspect, monitor, recommend, and report on the construction of various types of temporary and permanent structures and structural elements, including but not limited to:

- 10.4.1 Reinforced concrete structure and connections (above and below grade).
- 10.4.2 Structural steel and connections.
- 10.4.3 Reinforced masonry and connections.
- 10.4.4 Pre-stressed concrete tanks.

10.4.5 Special Inspections, International Conference for Building Officials (ICBO) certification

10.4.6 Other buildings, improvements, or structures as provided by Task Order.

10.5 MECHANICAL INSPECTIONS

The CMP shall provide qualified mechanical inspectors to:

10.5.1 Inspect, monitor, and report on the installation of mechanical equipment and cathodic protection equipment.

10.5.2 Witness factory performance testing as required.

10.5.3 Witness field tests and startup procedures.

10.5.4 Perform other mechanical inspection services as provided by Task Order.

10.6 ELECTRICAL INSPECTIONS

The CMP shall provide qualified electrical inspectors to:

10.6.1 Inspect, monitor, and report on the installation of electrical equipment and systems.

10.6.2 Witness factory performance testing of control panels and hardware.

10.6.3 Witness field tests and startup procedures for electrical equipment.

10.6.4 Perform other electrical inspection services as provided by Task Order.

10.7 INSTRUMENTATION INSPECTIONS

The CMP shall provide qualified instrumentation inspectors to:

10.7.1 Inspect, monitor, and report on the instrumentation of equipment and systems.

10.7.2 Witness factory performance testing of instrumentation systems.

10.7.3 Witness field tests and Operational Readiness Tests (ORT).

- 10.7.4 Participate in startup meetings, planning and procedures.
- 10.7.5 Perform or witness instrumentation loop checks and maintain as-built drawings for all loop drawings and Process and Instrumentation Diagrams (P&ID) Drawings.
- 10.7.6 Verify loop diagrams against field installation.
- 10.7.7 Perform other instrumentation inspection services as provided by Task Order.

10.8 STORM WATER POLLUTION PREVENTION PLAN INSPECTION (SWPPP)

The CMP shall monitor the contractor's activities regarding pollution prevention controls and activities for general compliance with the contractor's SWPPP Best Management Practice (BMP). The contractor is responsible for means and methods for complying with BMPs; provided, however, that the CMP shall notify the contractor if the pollution prevention controls are not in accordance with the SWPPP.

10.9 SPECIALTIES INSPECTIONS

The CMP shall provide qualified inspectors to perform inspections, monitor, and report when special equipment or materials are involved and as required by construction inspection procedures. These specialized areas may include, but are not limited to:

- Hazardous material,
- Geotechnical,
- Welding/X-Raying,
- Fiber Reinforced Plastic (FRP) construction,
- Tunneling,
- Permit compliance enforcement (dewatering, SWPPP, hazardous materials, etc.),
- Roof inspections,

- ADA inspections for building upgrades, pedestrian ramps, and various other project types,
- Trenchless technology and pipeline rehabilitation and product sampling/testing,
- Welding inspection,
Structural masonry,
- Anchor bolts, and
- Structural concrete and rebar.

10.10 SOIL AND MATERIALS TESTING AND FIELD SAMPLING

The CMP shall provide qualified and approved testing laboratories and staff to perform all necessary soils and materials testing required to verify the quality and proper placement of the constructed product including:

- 10.10.1 Conduct field and laboratory soils sampling, testing and analyses.
- 10.10.2 Provide materials testing and sampling in the field, plants and in the laboratory, as required, including but not limited to concrete, rebar, welds, pipe, asphalt concrete, cement treated base, pipeline rehabilitation products, etc.
- 10.10.3 Perform other such testing and sampling services as provided by Task Order.

11.0 ENVIRONMENTAL COORDINATION

11.1 REVIEW AND ENFORCE REQUIREMENTS

The CMP shall review, monitor, inspect, and enforce requirements stipulated in permits issued by regulatory agencies and the environmental documents as shown or referenced in the contract documents.

11.2 ENFORCE MITIGATION AND MONITORING REQUIREMENTS

The CMP shall enforce environmental mitigation and monitoring requirements identified in the contract documents. The City will provide biologist, archaeologist, and paleontological services to assist CMP unless identified in the

specific task assignment to be provided by CMP. Additional support with archeological, paleontological, and Native American monitoring services shall be provided as requested by the CB.

12.0 OWNERS AND MAINTENANCE (O&M) MANUALS

12.1 RECEIVE AND COORDINATE REVIEW

The CMP shall receive final O&M equipment manuals from manufacturers and coordinate their review. Final O&M manuals shall be delivered to CB.

12.2 PARTS INVENTORY AND MAINTENANCE SYSTEM

The CMP shall implement a spare parts inventory and maintenance system, in conformance with the City's Public Works Department (PWD) standards, including a final transfer of the O&M manual to the City.

12.3 EQUIPMENT AND SYSTEM TESTING, AND START-UP

12.3.1 Coordinate System Start-Up

The CMP shall coordinate equipment start-up with CMFE staff, project management, designers, contractors, and the manufacturer's field service representatives. System testing shall be coordinated with CMFE, contractors, and the manufacturer's field service representatives.

12.3.2 Coordinate and Monitor Start-Up Operations Plan

The CMP shall coordinate and monitor the project start-up operations plan and schedule. The start-up plan and schedule shall be coordinated with CMFE, project management, designers, vendors, and contractors and shall define specific start-up milestones. The CMP shall assist in resolving any problems which occur during the start-up period.

13.0 CONSTRUCTION CLOSEOUT

The CMP shall manage the turnover of the assigned project to the appropriate City operating unit including contract closeout, management of warranty period activities and warranty repairs and demobilizing the CMP staff in accordance with agreed upon plan.

13.1 CONSTRUCTION CONTRACT CLOSEOUT

The CMP shall oversee the contract closeout process and assist in resolving O&M service disputes. The closeout shall entail sign-offs by responsible parties and CMP shall:

- 13.1.1 Coordinate and conduct a final walk-through to verify completion of contract(s) and all related items of work.
- 13.1.2 Develop a punch list and verify completion and obtain final documentation and releases.
- 13.1.3 Verify and deliver contractor as-built marked up drawings to CB for record drawing preparation.
- 13.1.4 Review final payment and close out change order.
- 13.1.5 Monitor permit and agency sign-off.
- 13.1.6 Prepare final summary report in accordance with CB.
- 13.1.7 Deliver project files, contract, correspondence, and documentation.
- 13.1.8 Perform any other services reasonably necessary to close out the contract, permits, and project.

13.2 WARRANTY COORDINATION

The CMP shall establish warranty repair procedures, which shall include a notification prior to the expiration of warranty period. As problems are identified by CB the CMP shall investigate, document, and coordinate required repairs with the responsible contractor(s).

14.0 OPTIONAL SERVICES

The CMP shall provide other construction management and/or support services which have not been expressly or impliedly included in this Scope of Services only after receiving written authorization from the CB contract representative. The CMP shall provide land survey services as requested by the CB with written authorization from the City's Survey Section.

END OF SCOPE OF SERVICES

TASK ORDER AUTHORIZATION FOR PROFESSIONAL SERVICES [TASK ORDER]

Consultant:	
Agreement:	
Task Order No.:	Date:
<p>Pursuant to the Terms and Conditions of the Agreement referenced above and incorporated into this Task Order, Consultant hereby agrees to perform the Professional Services described below. The Consultant shall furnish all necessary facilities, materials, and professional, technical, and supporting personnel required by this Task Order.</p>	
<p>Part A Scope of Services</p> <p>1.1 Professional Services rendered under this Task Order shall be performed in accordance with the Agreement. The Scope of Services shall be as set forth in Exhibit A of the Agreement and as more fully set forth below. If necessary, the Scope of Services may be more fully described on one or more separate sheets and attached to this Task Order.</p>	
<p>Part B Task Order Compensation</p> <p>City shall pay Consultant for the Professional Services required by this Task Order in accordance with Article III of the Agreement. The not to exceed cost for the Scope of Services for this Task Order is \$ _____ .</p>	
<p>Part C Personnel Commitment</p> <p>The Scope of Services shall be performed by Consultant's personnel in the number and classifications required by City.</p>	
<p>Part D Time Sequence</p> <p>All Professional Services to be performed under this Task Order shall be completed by _____, and as set forth in the Task Order Scope of Services.</p>	
<p>City of San Diego</p> <p>Recommended For Approval:</p> <p>Approved By:</p> <p>Name:</p> <p>Title:</p> <p>Date:</p>	<p>Consultant</p> <p>I hereby acknowledge receipt and acceptance of this Task Order for:</p> <p>By:</p>

COMPENSATION AND FEE SCHEDULE

See Attached

NOTE:

- The mileage reimbursement rate will be at the current City of San Diego mileage rate (mileage log required).
- Travel expenses for the lowest cost-effective airfare, train, and/or car rental will be reimbursed at actual costs (receipts required).
- Lodging and Per Diem will be reimbursed at actual costs (receipts required) up to the maximum allowance for the San Diego area as published/posted on the U.S. General Services Administration website (<http://www.gsa.gov/portal/category/100120>).
- Sub-consultant costs are reimbursed as a “direct expense” at actual costs (invoice/receipts required).
- An annual rate adjustment request must be submitted to the City of San Diego in writing for approval. Written justification for the rate adjustment must be submitted to the City of San Diego 60 days before the Agreement anniversary date. Said proposed adjustment shall be at most 3%, and the City of San Diego must approve any rate adjustments in writing before they become effective.
- Personnel Classifications not listed in this Exhibit will be billed at the rate approved by the City’s Construction Manager on a case-by-case basis. If additional billing classifications are approved, the Consultant shall coordinate a discussion with the City to concur on billing rates before work is performed.

EXHIBIT C

COMPENSATION AND FEE SCHEDULE

NOTE:

- The mileage reimbursement rate will be at the current City of San Diego mileage rate (mileage log required).
- Travel expenses for the lowest cost-effective airfare, train, and/or car rental will be reimbursed at actual costs (receipts required).
- Lodging and Per Diem will be reimbursed at actual costs (receipts required) up to the maximum allowance for the San Diego area as published/posted on the U.S. General Services Administration website (<http://www.gsa.gov/portal/category/100120>).
- Sub-consultant costs are reimbursed as a “direct expense” at actual costs (invoice/receipts required).
- An annual rate adjustment request must be submitted to the City of San Diego in writing for approval. Written justification for the rate adjustment must be submitted to the City of San Diego 60 days before the Agreement anniversary date. Said proposed adjustment shall be at most 3%, and the City of San Diego must approve any rate adjustments in writing before they become effective.
- Personnel Classifications not listed in this Exhibit will be billed at the rate approved by the City’s Construction Manager on a case-by-case basis. If additional billing classifications are approved, the Consultant shall coordinate a discussion with the City to concur on billing rates before work is performed.

City of San Diego
 Contract H2326236-37-38 (WIFIA)

Kleinfelder Construction Services Contract Team

Firm No.	Firm Name	Firm Type	ICR Type
1	Kleinfelder Construction Services	Other	Project Specific Negotiated
2	Anser Advisory	Other	CPA Audit
3	Ardurra Group, Inc	Other	CPA Audit
4	Belcourt Engineering Group, Inc	SBE	Market Rate
5	Blue Lake Civil	SB/DBE	Caltrans Reviewed
6	CA Wehsener	SBE	Caltrans Reviewed
7	CPM Partners	SB/DBE	Safe Harbor Rate
8	Gateway Pacific Management	SB/DBE	Caltrans Reviewed
9	Ghirardelli Associates	SBE	Caltrans Reviewed
10	Kleinfelder, Inc.	Other	Caltrans Reviewed
11	La Salle Solutions	SB/DBE	Caltrans Reviewed
12	MTGL, Inc.	SB/DBE	Self prepared ICR
13	NV5, Inc	Other	Caltrans Reviewed
14	On-Site Services, Inc	SBE	Market Rate
15	Reddy Engineering Services, Inc	SB/DBE	Caltrans Reviewed
16	RF Yeager Engineering, Inc	SBE	Market Rate
17	Rockwell Construction Services, LLC	Other	Safe Harbor
18	San Dieguito Engineering, Inc	SB/DBE	CPA Audit
19	Schneider CM, Inc	SBE	Market Rate
20	Tierra Data, Inc	SB/DBE	CPA Audited
21	TRC Engineers, Inc	Other	Caltrans Audited
22	TSAC Engineering	SBE	Self Prepared
23	UNICO Engineering	SB/DBE	Caltrans Reviewed

Project Specific Negotiated-Total Multiplier was negotiated for this contract and its terms.

CPA Audit - CPA firm has completed the fiscal year audit, preparing it in a package acceptable for Caltrans review.

The package has not been part of a proposal (as of the time of this submittal) or is currently under Caltrans review.

Caltrans Reviewed - Caltrans has reviewed the ICR and has issued acceptance

Safe Harbor Rate - Consultant does not have an accounting system to prepare an ICR and opts to use the Safe Harbor rate

Market Rate - Consultant is offering a rate that is regularly used and is competitive within the industry

Self Prepared - Consultant has self prepared an ICR using information from their accounting system



City of San Diego As-Needed CM Services Contract
Contract No.: H2326236, H2326237, H2326238
Prime Consultant Firm: Kleinfelder Construction Services

EXHIBIT C

Employee Name	Classification	Hourly Rate	Multiplier	Hourly Rate Yr. 1	Hourly Rate OT Yr. 1
Richard Fitterer, PE	Project Manager	\$134.24	Negotiated	\$313.96	\$313.96
Marc McIntyre, PE	Principal In Charge	No Charge	N/C	N/C	N/C
Greg Gomez, PE, QSP	Water/Wastewater Lead	\$95.83	2.495	\$239.07	\$239.07
Hassan Mustafa, PE, QSD	Storm Water Drainage Lead	\$116.48	2.495	\$290.59	\$290.59
Scott Maloney, CCM	Civil/Streets and Roads Lead	\$97.06	2.495	\$242.15	\$242.15
Rey Nocon, PE, QSD	Bridge Structures Lead	\$133.49	2.495	\$333.04	\$333.04
Jerilyn Larson, EIT	Parks and Rec Lead	\$94.65	2.495	\$236.13	\$236.13
Jerilyn Larson, EIT	CMRE Inspector/PW-Group 2	\$94.65	2.495	\$236.13	\$273.80
Hank Gentile, PE	Building Facilities Lead	\$118.41	2.495	\$295.42	\$295.42
Michalle Beringhaus, CCM, PMP	Task Order Manager	\$80.22	2.495	\$200.13	\$200.13
Jesus Berios Garcia	Asst. Task Order Manager	\$44.00	2.495	\$109.78	\$109.78
Joe Blanda, PE	Construction Manager, Resident Engineer	\$85.14	2.495	\$212.42	\$212.42
Joe Blanda, PE	CMRE Inspector/PW-Group 2	\$85.14	2.495	\$212.41	\$266.25
Hossein Azar, PE	Construction Manager, Resident Engineer	\$78.74	2.495	\$196.44	\$196.44
Hossein Azar, PE	CMRE Inspector/PW-Group 2	\$84.42	2.495	\$210.61	\$288.52
Lisa Adams, PE	Construction Manager, Resident Engineer	\$80.34	2.495	\$200.43	\$300.65
Lisa Adams, PE	CMRE Inspector/PW-Group 2	\$91.57	2.495	\$228.45	\$246.32
Ben Rhode, PE	Construction Manager, Resident Engineer	\$85.49	2.495	\$213.28	\$213.28
Ben Rhode, PE	CMRE Inspector/PW-Group 2	\$85.49	2.495	\$213.28	\$285.63
Luis Duenes, EIT	Construction Manager, Resident Engineer	\$89.44	2.495	\$223.13	\$223.13
Luis Duenes, EIT	CMRE Inspector/PW-Group 2	\$89.44	2.495	\$223.13	\$292.07
Duff Joseph, PE	Construction Manager, Resident Engineer	\$111.13	2.495	\$277.26	\$277.26
Thomas Fakner, CCM	Construction Manager, Resident Engineer	\$103.00	2.495	\$256.97	\$256.97
Thomas Fakner, CCM	CMRE Inspector/PW-Group 2	\$103.00	2.495	\$256.96	\$269.74
Dave Zanoni, PE, QSD	Resident Engineer	\$92.29	2.495	\$230.24	\$230.24
Dave Zanoni, PE, QSD	CMRE Inspector/PW-Group 2	\$92.29	2.495	\$230.25	\$266.52
Harry Herman, PE	Resident Engineer	\$80.51	2.495	\$200.85	\$241.10
Harry Herman, PE	CMRE Inspector/PW-Group 2	\$94.20	2.495	\$235.01	\$252.75
Chris Macpherson, PE	Resident Engineer	\$82.45	2.495	\$205.70	\$205.70
Chris Macpherson, PE	CMRE Inspector/PW-Group 2	\$82.45	2.495	\$205.70	\$274.83
Matthew Burris, PE, QSD	Resident Engineer	\$83.99	2.495	\$209.54	\$209.54
Matthew Burris, PE, QSD	CMRE Inspector/PW-Group 2	\$83.99	2.495	\$209.54	\$266.94
Greg McClendon, QSP	Resident Engineer/Civil Inspector	\$81.66	2.495	\$203.73	\$244.56
Greg McClendon, QSP	CMRE Inspector/PW-Group 2	\$82.73	2.495	\$206.39	\$244.56
Keith Young, PE	Resident Engineer/Civil Inspector	\$99.77	2.495	\$248.90	\$248.90
Keith Young, PE	CMRE Inspector/PW-Group 2	\$99.77	2.495	\$248.91	\$279.42
Kristy Dalrymple,	Resident Engineer/Civil Inspector	\$63.64	2.495	\$158.76	\$190.58
Kristy Dalrymple,	CMRE Inspector/PW-Group 2	\$76.03	2.495	\$189.68	\$220.03
Mark Plotnikiewicz, PE, QSD	Senior Scheduling Engineer	\$105.27	2.495	\$262.62	\$262.62
Al Ochoa, PE	Technical Advisor	\$84.83	2.495	\$211.64	\$254.06
Al Ochoa, PE	CMRE Inspector/PW-Group 2	\$91.57	2.495	\$228.45	\$254.05
Dhruv Chevli	Office Engineer	\$46.70	2.495	\$116.50	\$116.50
Dhruv Chevli	Inspector- PW Group 2	\$87.14	2.495	\$217.40	\$295.31
Cliff Clermont, PE, QSD	Office Engineer	\$76.96	2.495	\$192.00	\$230.48
Cliff Clermont, PE, QSD	CMRE Inspector/PW-Group 2	\$91.57	2.495	\$228.45	\$248.84
KC Schaeffer, EIT	Office Engineer	\$90.80	2.495	\$226.53	\$226.53
KC Schaeffer, EIT	CMRE Inspector/PW-Group 2	\$90.80	2.495	\$226.53	\$285.38
Tu Nguyen	Office Engineer	\$52.00	2.495	\$129.73	\$129.73
Tu Nguyen	Inspector- PW Group 2	\$77.19	2.495	\$192.57	\$270.49
Christian Magallon	Office Engineer	\$58.21	2.495	\$145.22	\$145.22
Christian Magallon	Inspector- PW Group 2	\$82.44	2.495	\$205.67	\$283.58
Shannon Gonzalez, PMP	Office Engineer	\$56.78	2.495	\$141.66	\$141.66
Shannon Gonzalez, PMP	Inspector- PW Group 2	\$84.48	2.495	\$210.76	\$288.67



City of San Diego As-Needed CM Services Contract
Contract No.: H2326236, H2326237, H2326238
Prime Consultant Firm: Kleinfelder Construction Services

EXHIBIT C

Employee Name	Classification	Hourly Rate	Multiplier	Hourly Rate Yr. 1	Hourly Rate OT Yr. 1
Jamal Hanna	Electrical Inspector	\$81.10	2.495	\$202.33	\$242.88
Jamal Hanna	Electrical Inspector -PW Group 2	\$88.87	2.495	\$221.71	\$242.88
Rex Crabtree	Civil/Electrical Inspector	\$80.10	2.495	\$199.84	\$239.89
Rex Crabtree	Civil/Electrical Inspector- PW Group2	\$80.10	2.495	\$199.83	\$239.88
Frank Sostrom	Civil/Structures Inspector	\$83.20	2.495	\$207.57	\$249.17
Frank Sostrom	Civil/Structures Inspector - PW Group 2	\$83.20	2.495	\$207.57	\$249.17
Billy Hutchins	Civil/Structures Inspector	\$80.34	2.495	\$200.43	\$240.60
Billy Hutchins	Civil/Structures Inspector - PW Group 2	\$80.34	2.495	\$200.43	\$240.60
Jim Dermody, PE	Civil/Structures Inspector	\$81.38	2.495	\$203.03	\$203.03
Jim Dermody, PE	Civil/Structures Inspector - PW Group 2	\$81.38	2.495	\$203.03	\$257.41
Daniel Fong	Civil/Structures Inspector	\$82.04	2.495	\$204.66	\$204.66
Daniel Fong	Civil/Structures Inspector - PW Group 2	\$82.04	2.495	\$204.67	\$267.74
Del Harman	Civil Inspector	\$80.62	2.495	\$201.13	\$241.44
Del Harman	Civil/Structures Inspector - PW Group 2	\$80.62	2.495	\$201.13	\$241.44
James Foote	Civil Inspector	\$62.40	2.495	\$155.68	\$186.88
James Foote	Civil Inspector - PW Group 2	\$84.81	2.495	\$211.58	\$242.86
Bob Frazer	Civil Inspector	\$78.30	2.495	\$195.35	\$234.50
Bob Frazer	Civil Inspector - PW Group 2	\$82.23	2.495	\$205.15	\$234.49
Stevie Holloway, EIT	Civil/Structures Inspector	\$58.03	2.495	\$144.78	\$144.78
Stevie Holloway, EIT	Civil/Structures Inspector - PW Group 2	\$86.32	2.495	\$215.35	\$293.26
Randy Lewis, CWI	Civil Inspector	\$70.46	2.495	\$175.78	\$211.01
Randy Lewis, CWI	Civil Inspector - PW Group 2	\$91.57	2.495	\$228.45	\$253.70
Danny Lima	Civil Inspector	\$72.70	2.495	\$181.36	\$217.71
Danny Lima	Civil Inspector - PW Group 2	\$78.45	2.495	\$195.72	\$219.29
Derick London, QSP	Civil Inspector	\$76.66	2.495	\$191.25	\$229.58
Derick London, QSP	Civil Inspector - PW Group 2	\$76.66	2.495	\$191.25	\$229.58
Anthony Birkenmeier	Civil Inspector	\$54.08	2.495	\$134.92	\$161.96
Anthony Birkenmeier	Civil Inspector - PW Group 2	\$86.66	2.495	\$216.20	\$253.69
Tim Loveridge	Civil Inspector	\$76.73	2.495	\$191.43	\$229.79
Tim Loveridge	Civil Inspector - PW Group 2	\$81.87	2.495	\$204.25	\$229.79
Hilton Nguyen	Civil Inspector	\$42.64	2.495	\$106.38	\$127.70
Hilton Nguyen	Civil Inspector - PW Group 2	\$84.88	2.495	\$211.76	\$257.80
Reeves Pollock	Civil Inspector	\$62.40	2.495	\$155.68	\$186.88
Reeves Pollock	Civil Inspector - PW Group 2	\$82.76	2.495	\$206.47	\$237.74
Jared Rodriguez	Civil Inspector	\$65.52	2.495	\$163.46	\$196.22
Jared Rodriguez	Civil Inspector - PW Group 2	\$82.96	2.495	\$206.97	\$235.91
Shawn Stewart	Civil Inspector	\$75.69	2.495	\$188.83	\$226.68
Shawn Stewart	Civil Inspector - PW Group 2	\$79.19	2.495	\$197.56	\$226.68
Bill Rowan	Civil/Building Inspector	\$82.50	2.495	\$205.83	\$247.08
Bill Rowan	Civil Inspector - PW Group 2	\$82.50	2.495	\$205.82	\$247.07
Terri London	EOCP Compliance Officer	\$60.02	2.495	\$149.73	\$149.73
Susan Paul	Project Administrator	\$46.86	2.495	\$116.91	\$140.34
Patricia Mendoza	Project Administrator	\$46.86	2.495	\$116.91	\$140.34
Nicole Stone	Document Control Manager	\$48.20	2.495	\$120.26	\$120.26
Lauren Henry	Office Engineer	\$41.60	2.495	\$103.78	\$103.78
Lauren Henry	Civil Inspector - PW Group 2	\$84.24	2.495	\$210.16	\$288.07
Anthony Nixon	Civil Structures Inspector	\$84.10	2.495	\$209.82	\$251.88
Anthony Nixon	Civil/Structures Inspector - PW Group 2	\$84.10	2.495	\$209.81	\$251.86
Hisham El-Amin	Electrical Inspector	\$91.05	2.495	\$227.16	\$272.68
Hisham El-Amin	Electrical Inspector - PW Group 2	\$91.05	2.495	\$227.15	\$272.68

* PW - Prevailing wage rates based on California DIR Determination No. SD-23-63-3-2023-2D



City of San Diego As-Needed CM Services Contract
 Contract No.: H2326236, H2326237, H2326238
 Prime Consultant Firm: Kleinfelder Construction Services

EXHIBIT C

Employee Name	Classification	Hourly Rate	Multiplier	Hourly Rate Yr. 1	Hourly Rate OT Yr. 1
---------------	----------------	-------------	------------	-------------------	----------------------

** Overtime and Doubletime rates may apply to prevailing wage work performed on a Saturday or Sunday, or in excess of 8 hours in a day.

Item	Detail
------	--------

Multiplier Breakdown

Direct Labor	100.00%
Indirect Cost Rate	126.80%
Subtotal	226.80%
Profit	10%
Multiplier =	2.495

Project Specific Negotiated

1. The mileage reimbursement rate will be at the current City of San Diego mileage rate (mileage log required).
2. Travel expenses for the lowest cost-effective airfare, train, and/or car rental will be reimbursed at actual costs (receipts required).
3. Lodging and Per Diem will be reimbursed at actual costs (receipts required) up to the maximum allowance for the San Diego area as published/posted on the U.S. General Services Administration website (<http://www.gsa.gov/portal/category/100120>).
4. Sub-consultant costs are reimbursed as a "direct expense" at actual costs (invoice/receipts required).
5. An annual rate adjustment request must be submitted to the City of San Diego in writing for approval. Written justification for the rate adjustment must be submitted to the City of San Diego 60 days before the Agreement anniversary date. Said proposed adjustment shall be at most 3%, and the City of San Diego must approve any rate adjustments in writing before they become effective.
6. Personnel Classifications not listed in this Exhibit will be billed at the rate approved by the City's Construction Manager on a case-by-case basis. If additional billing classifications are approved, the Consultant shall coordinate a discussion with the City to concur on billing rates before work is performed.
7. In case of conflict between your notes and the City's notes on Exhibit C, the City's notes control.
8. Overtime and Doubletime rates will be apply when required by Prevailing Wage or CA Labor Law.



City of San Diego As-Needed CM Services Contract
Contract No.: H2326236, H2326237, H2326238
Sub Consultant Firm: Anser Advisory Management LLC

EXHIBIT C

Employee Name	Classification	Hourly Rate	Multiplier	Hourly Rate Yr. 1	Hourly Rate OT Yr. 1
Adam Hunt, CCM	Construction Manager	\$84.18	2.364	\$199.04	\$199.04
Brandon McKay, PE	Resident Engineer	\$87.55	2.364	\$207.01	\$207.01
Bryan Tuschhoff, QSP	Construction Manager	\$90.07	2.364	\$212.97	\$212.97
Bryan Tuschhoff, QSP	CMRE/Inspector - PW Grp 2	\$90.07	2.364	\$212.97	\$319.45
Dennise Ramirez	Project Administrator/Contract Admin	\$40.38	2.364	\$95.48	\$95.48
Derek Aaro	Construction Manager	\$57.65	2.364	\$136.31	\$136.31
Derek Aaro	CMRE/ Inspector- PW Grp 2	\$85.27	2.364	\$201.62	\$302.42
Javier Chavez	Civil Inspector	\$62.23	2.364	\$147.13	\$147.13
Javier Chavez	Civil Inspector = PW Grp 2	\$77.08	2.364	\$182.25	\$273.38
John Reidinger, CCM	Construction Manager	\$87.89	2.364	\$207.81	\$207.81
Jonathan Smith, PE, QSD	Construction Manager	\$111.02	2.364	\$262.50	\$262.50
Lucas Rathe, PE, QSD	Resident Engineer	\$119.51	2.364	\$282.58	\$282.58
Michael Chevalier	Civil Inspector	\$66.34	2.364	\$156.86	\$156.86
Michael Chevalier	Civil Inspector = PW Grp 2	\$84.13	2.364	\$198.92	\$298.38
Nicholas Deile, QSP	Civil Inspector	\$67.21	2.364	\$158.91	\$158.91
Nicholas Deile, QSP	Civil Inspector = PW Grp 2	\$77.74	2.364	\$183.81	\$275.72
Nicholle Davis	Assistant Resident Manager	\$68.86	2.364	\$162.81	\$162.81
Nicholle Davis	Civil Inspector = PW Grp 2	\$80.15	2.364	\$189.51	\$284.27
Patrick Shen	Civil Inspector	\$69.46	2.364	\$164.23	\$164.23
Patrick Shen	Civil Inspector = PW Grp 2	\$83.77	2.364	\$198.07	\$297.10
Rachael Highley	Project Administrator/Contract Admin	\$38.24	2.364	\$90.42	\$90.42
Rajan Kariya, PE, QSD	Assistant Resident Engineer/Civil Inspector	\$72.10	2.364	\$170.48	\$170.48
Rajan Kariya, PE, QSD	Civil Inspector = PW Grp 2	\$76.40	2.364	\$180.64	\$270.97
Ronnie Chevalier, CHST	Civil Inspector	\$66.34	2.364	\$156.86	\$156.86
Ronnie Chevalier, CHST	Civil Inspector = PW Grp 2	\$76.84	2.364	\$181.68	\$272.53
Shawn Paroline	Scheduling	\$92.39	2.364	\$218.45	\$218.45
Tony Gatoff, CCM	Construction Manager	\$88.15	2.364	\$208.43	\$208.43
Tyson Atwood, PE, QSD	Resident Manager	\$119.52	2.364	\$282.60	\$282.60
Wendi Carducci, EIT	Office Engineer, Construction Manager	\$52.02	2.364	\$122.99	\$122.99
Wendi Carducci, EIT	Civil Inspector = PW Grp 2	\$81.25	2.364	\$192.11	\$288.17

* PW - Prevailing wage rates based on California DIR Determination No. SD-23-63-3-2023-1D

** Overtime and Doubletime rates may apply to prevailing wage work performed on a Saturday or Sunday, or in excess of 8 hours in a day.

Item	

Multiplier Breakdown

Direct Labor	100.00%
Indirect Cost Rate	114.95%
Subtotal	214.95%
Profit	10%
Multiplier =	2.364

CPA Audit



City of San Diego As-Needed CM Services Contract
Contract No.: H2326236, H2326237, H2326238
Sub Consultant Firm: Anser Advisory Management LLC

EXHIBIT C

Employee Name	Classification	Hourly Rate	Multiplier	Hourly Rate Yr. 1	Hourly Rate OT Yr. 1
---------------	----------------	-------------	------------	-------------------	----------------------

1. The mileage reimbursement rate will be at the current City of San Diego mileage rate (mileage log required).
2. Travel expenses for the lowest cost-effective airfare, train, and/or car rental will be reimbursed at actual costs (receipts required).
3. Lodging and Per Diem will be reimbursed at actual costs (receipts required) up to the maximum allowance for the San Diego area as published/posted on the U.S. General Services Administration website (<http://www.gsa.gov/portal/category/100120>).
4. Sub-consultant costs are reimbursed as a "direct expense" at actual costs (invoice/receipts required).
5. An annual rate adjustment request must be submitted to the City of San Diego in writing for approval. Written justification for the rate adjustment must be submitted to the City of San Diego 60 days before the Agreement anniversary date. Said proposed adjustment shall be at most 3%, and the City of San Diego must approve any rate adjustments in writing before they become effective.
6. Personnel Classifications not listed in this Exhibit will be billed at the rate approved by the City's Construction Manager on a case-by-case basis. If additional billing classifications are approved, the Consultant shall coordinate a discussion with the City to concur on billing rates before work is performed.
7. In case of conflict between your notes and the City's notes on Exhibit C, the City's notes control.
8. Overtime and Doubletime rates will be apply when required by Prevailing Wage or CA Labor Law.



City of San Diego As-Needed CM Services Contract
Contract No.: H2326236, H2326237, H2326238
Sub Consultant Firm: Ardurra Group, Inc.

EXHIBIT C

Employee Name	Classification	Hourly Rate	Multiplier	Hourly Rate Yr. 1	Hourly Rate OT Yr. 1
Lucas Finlay, PE	Resident Engineer/Constructability Review	\$77.59	2.705	\$209.86	\$209.86
Josh Fretwell	Electrical Inspector	\$90.90	2.705	\$245.86	\$245.86

* PW - Prevailing wage rates based on California DIR Determination No. SD-23-63-3-2023-2D

** Overtime and Doubletime rates may apply to prevailing wage work performed on a Saturday or Sunday, or in excess of 8 hours in a day.

Item	Detail

Multiplier Breakdown

Direct Labor	100.00%	CPA Audit
Indirect Cost Rate	145.88%	
Subtotal	245.88%	
Profit	10%	
Multiplier =	2.705	

1. The mileage reimbursement rate will be at the current City of San Diego mileage rate (mileage log required).
2. Travel expenses for the lowest cost-effective airfare, train, and/or car rental will be reimbursed at actual costs (receipts required).
3. Lodging and Per Diem will be reimbursed at actual costs (receipts required) up to the maximum allowance for the San Diego area as published/posted on the U.S. General Services Administration website (<http://www.gsa.gov/portal/category/100120>).
4. Sub-consultant costs are reimbursed as a "direct expense" at actual costs (invoice/receipts required).
5. An annual rate adjustment request must be submitted to the City of San Diego in writing for approval. Written justification for the rate adjustment must be submitted to the City of San Diego 60 days before the Agreement anniversary date. Said proposed adjustment shall be at most 3%, and the City of San Diego must approve any rate adjustments in writing before they become effective.
6. Personnel Classifications not listed in this Exhibit will be billed at the rate approved by the City's Construction Manager on a case-by-case basis. If additional billing classifications are approved, the Consultant shall coordinate a discussion with the City to concur on billing rates before work is performed.
7. In case of conflict between your notes and the City's notes on Exhibit C, the City's notes control.
8. Overtime and Doubletime rates will be apply when required by Prevailing Wage or CA Labor Law.



City of San Diego As-Needed CM Services Contract
 Contract No.: H2326236, H2326237, H2326238
 Sub Consultant Firm: Belcourt Engineering Group, LLC

EXHIBIT C

Employee Name	Classification	Hourly Rate	Multiplier	Hourly Rate Yr. 1	Hourly Rate OT Yr. 1
Mohamaed Adjroud	Resident Engineer	\$100.00	Market	\$231.00	\$231.00
Rahi Nikraves	Resident Engineer	\$95.00	Market	\$219.45	\$219.45
Fred Sharp	Resident Engineer	\$85.00	Market	\$196.35	\$208.77

* PW - Prevailing wage rates based on California DIR Determination No. SD-23-63-3-2023-2D

** Overtime and Doubletime rates may apply to prevailing wage work performed on a Saturday or Sunday, or in excess of 8 hours in a day.

Item	Detail

Multiplier Breakdown

Direct Labor		Market Rate
Indirect Cost Rate		
Subtotal		
Profit		
Multiplier =		Market Rate

- The mileage reimbursement rate will be at the current City of San Diego mileage rate (mileage log required).
- Travel expenses for the lowest cost-effective airfare, train, and/or car rental will be reimbursed at actual costs (receipts required).
- Lodging and Per Diem will be reimbursed at actual costs (receipts required) up to the maximum allowance for the San Diego area as published/posted on the U.S. General Services Administration website (<http://www.gsa.gov/portal/category/100120>).
- Sub-consultant costs are reimbursed as a "direct expense" at actual costs (invoice/receipts required).
- An annual rate adjustment request must be submitted to the City of San Diego in writing for approval. Written justification for the rate adjustment must be submitted to the City of San Diego 60 days before the Agreement anniversary date. Said proposed adjustment shall be at most 3%, and the City of San Diego must approve any rate adjustments in writing before they become effective.
- Personnel Classifications not listed in this Exhibit will be billed at the rate approved by the City's Construction Manager on a case-by-case basis. If additional billing classifications are approved, the Consultant shall coordinate a discussion with the City to concur on billing rates before work is performed.
- In case of conflict between your notes and the City's notes on Exhibit C, the City's notes control.
- Overtime and Doubletime rates will be apply when required by Prevailing Wage or CA Labor Law.



City of San Diego As-Needed CM Services Contract
 Contract No.: H2326236, H2326237, H2326238
 Sub Consultant Firm: Blue Lake Civil

EXHIBIT C

Employee Name	Classification	Hourly Rate	Multiplier	Hourly Rate Yr. 1	Hourly Rate OT Yr. 1
Tim Monroe, OE	Technical Expert	\$128.26	2.366	\$303.41	\$303.41
Mike Connor, PE	Construction Manager, Senior Estimator	\$100.67	2.366	\$238.14	\$238.14

* PW - Prevailing wage rates based on California DIR Determination No. SD-23-63-3-2023-2D

** Overtime and Doubletime rates may apply to prevailing wage work performed on a Saturday or Sunday, or in excess of 8 hours in a day.

Item	Detail

Multiplier Breakdown

Direct Labor	100.00%
Indirect Cost Rate	115.05%
Subtotal	215.05%
Profit	10%
Multiplier =	2.366

Caltrans Reviewed

1. The mileage reimbursement rate will be at the current City of San Diego mileage rate (mileage log required).
2. Travel expenses for the lowest cost-effective airfare, train, and/or car rental will be reimbursed at actual costs (receipts required).
3. Lodging and Per Diem will be reimbursed at actual costs (receipts required) up to the maximum allowance for the San Diego area as published/posted on the U.S. General Services Administration website (<http://www.gsa.gov/portal/category/100120>).
4. Sub-consultant costs are reimbursed as a "direct expense" at actual costs (invoice/receipts required).
5. An annual rate adjustment request must be submitted to the City of San Diego in writing for approval. Written justification for the rate adjustment must be submitted to the City of San Diego 60 days before the Agreement anniversary date. Said proposed adjustment shall be at most 3%, and the City of San Diego must approve any rate adjustments in writing before they become effective.
6. Personnel Classifications not listed in this Exhibit will be billed at the rate approved by the City's Construction Manager on a case-by-case basis. If additional billing classifications are approved, the Consultant shall coordinate a discussion with the City to concur on billing rates before work is performed.
7. In case of conflict between your notes and the City's notes on Exhibit C, the City's notes control
8. Overtime and Doubletime rates will be apply when required by Prevailing Wage or CA Labor Law.



City of San Diego As-Needed CM Services Contract
 Contract No.: H2326236, H2326237, H2326238
 Sub Consultant Firm: CA Wehsener Engineering

EXHIBIT C

Employee Name	Classification	Hourly Rate	Multiplier	Hourly Rate Yr. 1	Hourly Rate OT Yr. 1
Charles Wehsener	Resident Engineer/Constructability Revie	\$110.67	2.284	\$252.73	\$252.73
Thomas Wehsener	Electrical Inspector	\$75.00	2.284	\$171.27	\$171.27
Thomas Wehsener	Electrical Inspector - PW Group 2	\$75.00	2.284	\$171.27	\$208.77
Gary Cutuli	Electrical Inspector	\$70.88	2.284	\$161.86	\$161.86
Gary Cutuli	Electrical Inspector - PW Group 2	\$70.88	2.284	\$161.86	\$197.30
Wesley Mills	Electrical Inspector	\$72.46	2.284	\$165.47	\$165.47
Wesley Mills	Electrical Inspector - PW Group 2	\$75.19	2.284	\$171.70	\$201.70

* PW - Prevailing wage rates based on California DIR Determination No. SD-23-63-3-2023-2D

** Overtime and Doubletime rates may apply to prevailing wage work performed on a Saturday or Sunday, or in excess of 8 hours in a day.

Item	Detail

Multiplier Breakdown

Direct Labor	100.00%
Indirect Cost Rate	107.60%
Subtotal	207.60%
Profit	10%
Multiplier =	2.284

Caltrans Reviewed

- The mileage reimbursement rate will be at the current City of San Diego mileage rate (mileage log required).
- Travel expenses for the lowest cost-effective airfare, train, and/or car rental will be reimbursed at actual costs (receipts required).
- Lodging and Per Diem will be reimbursed at actual costs (receipts required) up to the maximum allowance for the San Diego area as published/posted on the U.S. General Services Administration website (<http://www.gsa.gov/portal/category/100120>).
- Sub-consultant costs are reimbursed as a "direct expense" at actual costs (invoice/receipts required).
- An annual rate adjustment request must be submitted to the City of San Diego in writing for approval. Written justification for the rate adjustment must be submitted to the City of San Diego 60 days before the Agreement anniversary date. Said proposed adjustment shall be at most 3%, and the City of San Diego must approve any rate adjustments in writing before they become effective.
- Personnel Classifications not listed in this Exhibit will be billed at the rate approved by the City's Construction Manager on a case-by-case basis. If additional billing classifications are approved, the Consultant shall coordinate a discussion with the City to concur on billing rates before work is performed.
- In case of conflict between your notes and the City's notes on Exhibit C, the City's notes control.
- Overtime and Doubletime rates will be apply when required by Prevailing Wage or CA Labor Law.



City of San Diego As-Needed CM Services Contract
Contract No.: H2326236, H2326237, H2326238
Sub Consultant Firm: CPM Partners, Inc.

EXHIBIT C

Employee Name	Classification	Hourly Rate	Multiplier	Hourly Rate Yr. 1	Hourly Rate OT Yr. 1
Ahmad Rafiq, PE	Resident Engineer / Civil Inspection	\$92.15	2.420	\$223.01	\$334.52
Ahmad Rafiq, PE	CMRE/Inspector - PW Group 2	\$92.15	2.420	\$223.01	\$334.52
Alex Janecek, PE, QSD	Sr. Scheduler, Structural Inspection	\$98.88	2.420	\$239.29	\$358.93
Alex Janecek, PE, QSD	Structural Inspector - PW Group 2	\$98.88	2.420	\$239.29	\$358.93
Gordon Costa, PE	Lead Scheduler, Claims Management	\$112.27	2.420	\$271.69	\$407.54
Jonathan Bonesteel	Sr. Scheduler, Senior Project Controls	\$95.79	2.420	\$231.81	\$347.72
Agustin Salinas, PE	Office Engineer	\$70.04	2.420	\$231.81	\$347.72
Scott Seevers, LA	Landscape Architect	\$88.07	2.420	\$213.12	\$319.68
Pedro Aguilar, EIT	Civil Inspector	\$92.15	2.420	\$223.01	\$334.52
Pedro Aguilar, EIT	Civil Inspector - PW Grp 2	\$92.15	2.420	\$223.01	\$334.52
Wendy Casdorff	Document Control Administrator	\$56.65	2.420	\$137.09	\$205.64
Ylonda Miles	Document Control Administrator	\$50.47	2.420	\$122.14	\$183.21

* PW - Prevailing wage rates based on California DIR Determination No. SD-23-63-3-2023-2D

** Overtime and Doubletime rates may apply to prevailing wage work performed on a Saturday or Sunday, or in excess of 8 hours in a day.

Item	Detail

Multiplier Breakdown

Direct Labor	100.00%	Safe Harbor Rate
Indirect Cost Rate	120.00%	
Subtotal	220.00%	
Profit	10%	
Multiplier =	2.420	

- The mileage reimbursement rate will be at the current City of San Diego mileage rate (mileage log required).
- Travel expenses for the lowest cost-effective airfare, train, and/or car rental will be reimbursed at actual costs (receipts required).
- Lodging and Per Diem will be reimbursed at actual costs (receipts required) up to the maximum allowance for the San Diego area as published/posted on the U.S. General Services Administration website (<http://www.gsa.gov/portal/category/100120>).
- Sub-consultant costs are reimbursed as a "direct expense" at actual costs (invoice/receipts required).
- An annual rate adjustment request must be submitted to the City of San Diego in writing for approval. Written justification for the rate adjustment must be submitted to the City of San Diego 60 days before the Agreement anniversary date. Said proposed adjustment shall be at most 3%, and the City of San Diego must approve any rate adjustments in writing before they become effective.
- Personnel Classifications not listed in this Exhibit will be billed at the rate approved by the City's Construction Manager on a case-by-case basis. If additional billing classifications are approved, the Consultant shall coordinate a discussion with the City to concur on billing rates before work is performed.
- In case of conflict between your notes and the City's notes on Exhibit C, the City's notes control.
- Overtime and Doubletime rates will be apply when required by Prevailing Wage or CA Labor Law.



City of San Diego As-Needed CM Services Contract
Contract No.: H2326236, H2326237, H2326238
Sub Consultant Firm: Gateway Pacific Management

EXHIBIT C

Employee Name	Classification	Hourly Rate	Multiplier	Hourly Rate Yr. 1	Hourly Rate OT Yr. 1
Casey Meredith, PE	Civil Inspector/Office Engineer	\$81.29	1.912	\$155.46	\$155.46
Casey Meredith, PE	Civil Inspector - PW Group 2	\$81.29	1.912	\$155.46	\$213.41
Oscar Mendoza	Civil Inspector/Mechanical Inspector	\$59.48	1.912	\$113.75	\$113.75
Oscar Mendoza	Civil Inspector/Mechanical Inspector-PW Group 2	\$86.50	1.912	\$165.43	\$225.15
Miguel Cruz	Civil Inspector/Mechanical Inspector	\$59.48	1.912	\$113.75	\$113.75
Miguel Cruz	Civil Inspector/Mechanical Inspector-PW Group 2	\$86.50	1.912	\$165.43	\$225.15

* PW - Prevailing wage rates based on California DIR Determination No. SD-23-63-3-2023-2D

** Overtime and Doubletime rates may apply to prevailing wage work performed on a Saturday or Sunday, or in excess of 8 hours in a day.

Item	Detail

Multiplier Breakdown

Direct Labor	100.00%
Indirect Cost Rate	73.86%
Subtotal	173.86%
Profit	10%
Multiplier =	1.912

Caltrans Reviewed

- The mileage reimbursement rate will be at the current City of San Diego mileage rate (mileage log required).
- Travel expenses for the lowest cost-effective airfare, train, and/or car rental will be reimbursed at actual costs (receipts required).
- Lodging and Per Diem will be reimbursed at actual costs (receipts required) up to the maximum allowance for the San Diego area as published/posted on the U.S. General Services Administration website (<http://www.gsa.gov/portal/category/100120>).
- Sub-consultant costs are reimbursed as a "direct expense" at actual costs (invoice/receipts required).
- An annual rate adjustment request must be submitted to the City of San Diego in writing for approval. Written justification for the rate adjustment must be submitted to the City of San Diego 60 days before the Agreement anniversary date. Said proposed adjustment shall be at most 3%, and the City of San Diego must approve any rate adjustments in writing before they become effective.
- Personnel Classifications not listed in this Exhibit will be billed at the rate approved by the City's Construction Manager on a case-by-case basis. If additional billing classifications are approved, the Consultant shall coordinate a discussion with the City to concur on billing rates before work is performed.
- In case of conflict between your notes and the City's notes on Exhibit C, the City's notes control.
- Overtime and Doubletime rates will be apply when required by Prevailing Wage or CA Labor Law.



City of San Diego As-Needed CM Services Contract
Contract No.: H2326236, H2326237, H2326238
Sub Consultant Firm: Ghirardelli Associates

EXHIBIT C

Employee Name	Classification	Hourly Rate	Multiplier	Hourly Rate Yr. 1	Hourly Rate OT Yr. 1
Derrick Anderson, PE	Construction Manager/ Resident Engineer	\$87.21	2.448	\$213.48	\$213.48
Derrick Anderson, PE	CMRE/Inspector - PW Grp 2	\$87.21	2.448	\$213.48	\$291.12
Jaime Azvedo	Civil Inspector	\$81.53	2.448	\$199.58	\$272.14
Jaime Azvedo	Civil Inspector - PW Grp 2	\$81.53	2.448	\$199.58	\$272.14
Nicole Echave, EIT	Office Engineer	\$78.17	2.448	\$191.36	\$260.94
Sandra Kerk	Office Engineer	\$60.19	2.448	\$147.34	\$200.92
Belal Lababidi, PE	Construction Manager/ Resident Engineer	\$98.81	2.448	\$241.88	\$241.88
Belal Lababidi, PE	CMRE/Inspector - PW Grp 2	\$98.81	2.448	\$241.88	\$329.84
Scott O'Connor, PE	Construction Manager/ Resident Engineer	\$93.37	2.448	\$228.56	\$228.56
Scott O'Connor, PE	CMRE/Inspector - PW Grp 2	\$93.37	2.448	\$228.56	\$311.67
Jacob Rangel	Civil Inspector	\$77.98	2.448	\$190.89	\$260.31
Jacob Rangel	Civil Inspector - PW Grp 2	\$77.98	2.448	\$190.89	\$260.31
Jay Ryan	Scheduler	\$83.27	2.448	\$203.84	\$203.84
Gilbert Valdez	Civil Inspector	\$77.98	2.448	\$190.89	\$285.41
Gilbert Valdez	Civil Inspector - PW Grp 2	\$77.98	2.448	\$190.89	\$285.41

* PW - Prevailing wage rates based on California DIR Determination No. SD-23-63-3-2023-1D

** Overtime and Doubletime rates may apply to prevailing wage work performed on a Saturday or Sunday, or in excess of 8 hours in a day.

Item	Detail

Multiplier Breakdown

Direct Labor	100.00%
Indirect Cost Rate	122.54%
Subtotal	222.54%
Profit	10%
Multiplier =	2.448

Caltrans Reviewed

- The mileage reimbursement rate will be at the current City of San Diego mileage rate (mileage log required).
- Travel expenses for the lowest cost-effective airfare, train, and/or car rental will be reimbursed at actual costs (receipts required).
- Lodging and Per Diem will be reimbursed at actual costs (receipts required) up to the maximum allowance for the San Diego area as published/posted on the U.S. General Services Administration website (<http://www.gsa.gov/portal/category/100120>).
- Sub-consultant costs are reimbursed as a "direct expense" at actual costs (invoice/receipts required).
- An annual rate adjustment request must be submitted to the City of San Diego in writing for approval. Written justification for the rate adjustment must be submitted to the City of San Diego 60 days before the Agreement anniversary date. Said proposed adjustment shall be at most 3%, and the City of San Diego must approve any rate adjustments in writing before they become effective.
- Personnel Classifications not listed in this Exhibit will be billed at the rate approved by the City's Construction Manager on a case-by-case basis. If additional billing classifications are approved, the Consultant shall coordinate a discussion with the City to concur on billing rates before work is performed.
- In case of conflict between your notes and the City's notes on Exhibit C, the City's notes control
- Overtime and Doubletime rates will be apply when required by Prevailing Wage or CA Labor Law.



City of San Diego As-Needed CM Services Contract
Contract No.: H2326236, H2326237, H2326238
Sub Consultant Firm: Kleinfelder, Inc.

Exhibit C

Employee Name	Classification	Hourly Rate	Multiplier	Hourly Rate Yr. 1	Hourly Rate OT Yr. 1
Mike Dorsch	Senior Materials Engineer	\$90.23	2.792	\$251.91	\$251.91
Chad Davis	Senior Materials Engineer	\$108.94	2.792	\$304.15	\$304.15
Nikki Mangold	Field Supervisor/ Dispatch	\$49.52	2.792	\$138.26	\$138.26
Carl De La Torre	Materials Inspector/Technician	\$38.11	2.792	\$106.40	\$159.60
Carl De La Torre - Group 1	Special Inspector- PW Grp 1	\$79.44	2.792	\$221.79	\$288.61
Carl De La Torre - Group 2	Special Inspector - PW Grp 2	\$81.16	2.792	\$226.59	\$269.46
Jesse Gastelum	Materials Inspector/Technician	\$32.96	2.792	\$92.02	\$138.03
Jesse Gastelum - Group 1	Special Inspector- PW Grp 1	\$77.94	2.792	\$217.60	\$293.08
Jesse Gastelum - Group 2	Special Inspector - PW Grp 2	\$79.67	2.792	\$222.43	\$269.85
Geoffrey Swink	Soil/ACI Technician	\$25.75	2.792	\$71.89	\$107.84
Geoffrey Swink - Group 1	Special Inspector- PW Grp 1	\$78.01	2.792	\$217.80	\$299.33
Geoffrey Swink - Group 2	Special Inspector - PW Grp 2	\$79.74	2.792	\$222.63	\$306.42
Oscar Noriega	Materials Inspector/Technician	\$43.26	2.792	\$120.78	\$181.17
Oscar Noriega - Group 1	Special Inspector- PW Grp 1	\$83.69	2.792	\$233.65	\$284.14
Oscar Noriega - Group 2	Special Inspector - PW Grp 2	\$85.42	2.792	\$238.48	\$291.22
Pete Horn	Materials Inspector/Technician	\$27.81	2.792	\$77.64	\$116.46
Pete Horn - Group 1	Special Inspector- PW Grp 1	\$84.43	2.792	\$235.72	\$297.54
Pete Horn - Group 2	Special Inspector - PW Grp 2	\$86.16	2.792	\$240.55	\$304.63

* PW - Prevailing wage rates based on California DIR Determination No. SD-23-63-3-2023-2D

** Overtime and Doubletime rates may apply to prevailing wage work performed on a Saturday or Sunday, or in excess of 8 hours in a day.

Item	Detail
Lab Testing Fees	See attached rate sheets

Multiplier Breakdown

Direct Labor	100.00%
Indirect Cost Rate	153.81%
Subtotal	253.81%
Profit	10%
Multiplier =	2.792

Caltrans Reviewed

- The mileage reimbursement rate will be at the current City of San Diego mileage rate (mileage log required).
- Travel expenses for the lowest cost-effective airfare, train, and/or car rental will be reimbursed at actual costs (receipts required).
- Lodging and Per Diem will be reimbursed at actual costs (receipts required) up to the maximum allowance for the San Diego area as published/posted on the U.S. General Services Administration website (<http://www.gsa.gov/portal/category/100120>).
- Sub-consultant costs are reimbursed as a "direct expense" at actual costs (invoice/receipts required).
- An annual rate adjustment request must be submitted to the City of San Diego in writing for approval. Written justification for the rate adjustment must be submitted to the City of San Diego 60 days before the Agreement anniversary date. Said proposed adjustment shall be at most 3%, and the City of San Diego must approve any rate adjustments in writing before they become effective.
- Personnel Classifications not listed in this Exhibit will be billed at the rate approved by the City's Construction Manager on a case-by-case basis. If additional billing classifications are approved, the Consultant shall coordinate a discussion with the City to concur on billing rates before work is performed.
- In case of conflict between your notes and the City's notes on Exhibit C, the City's notes control.
- Overtime and Doubletime rates will be apply when required by Prevailing Wage or CA Labor Law.

**2023 KLEINFELDER FEE SCHEDULE FOR
GEOTECHNICAL and MATERIALS LABORATORY TESTING SERVICES**

SOIL TESTS

SOIL DENSITY TESTS				
Test	Standard Test Method[†]	Fee		
Standard Proctor	D698, T99	\$	290	each
Modified Proctor	D1557, T180	\$	290	each
Rapid Determination of Compaction*	D5080	\$	250	each
1-Point Proctor, Check Point	T272	\$	170	each
Proctor Oversize Correction	D4718	\$	90	each
Treated Soil Proctor	D558	\$	380	each
Minimum and Maximum Relative Density	D4254, D4253	\$	510	each
Maximum Density by Vibratory Hammer	D7382	\$	660	each
Moisture/Density, TEX 113-E	TEX113-E	\$	330	each
Moisture/Density, TEX 114-E	TEX114-E	\$	330	each
California Impact, CT 216	CT216	\$	270	each

*Field Test

SOIL CLASSIFICATION AND INDEX TESTS				
Test	Standard Test Method[†]	Fee		
Visual Classification	D2488	\$	35	each
Sieve Analysis, % Finer than No. 200 Sieve	D1140	\$	110	each
Sieve Analysis, Fine	D422, D6913, T88	\$	155	each
Sieve Analysis, Coarse	D422, D6913, T88	\$	155	each
Sieve Analysis, Coarse and Fine	D422, D6913, T88	\$	200	each
Hydrometer Analysis (<i>Requires a Sieve Analysis, not included</i>)	D422, D7928	\$	185	each
Water Content	D2216, D4363, T265	\$	30	each
Water Content and Dry Unit Weight	D2216, D2937, D7263	\$	55	each
Atterberg Limits, Single Point	D4318-B, T89, T90	\$	145	each
Atterberg Limits, Multiple Point	D4318-A, T89, T90	\$	220	each
Soil Specific Gravity	D854, T100	\$	270	each
Soil Organic Content	D2974-C	\$	150	each
Fiber Content of Peat Soils	D1997	\$	320	each
Pinhole Dispersion Classification	D4647	\$	630	each
Soil pH	D4972, G51	\$	70	each
Double Hydrometer for Dispersive Soils	D4221	\$	330	each
Crumb Test for Dispersive Soils	D6572	\$	105	each
Soil Resistivity	G187	\$	190	each
Chloride Content		\$	85	each
Sulfate Content		\$	70	each
Thermal Resistivity, Per Point	D5334, IEEE 422	\$	390	each
Thermal Resistivity, Dry-Out Curve	D5334, IEEE 422	\$	1140	each

[†]Common ASTM, AASHTO and DOT test methods.

- Those beginning with A, B, C, D, E, F, or G are ASTM methods.
- Those beginning with T are AASHTO methods.

**2023 KLEINFELDER FEE SCHEDULE FOR
GEOTECHNICAL and MATERIALS LABORATORY TESTING SERVICES**

SOIL TESTS (continued)

SOIL BEARING PRESSURE TESTS				
Test	Standard Test Method¹	Fee		
California Bearing Ratio, Single Point <i>(proctor not included)</i>	D1883, T193	\$	420	each
California Bearing Ratio, 3 Points <i>(proctor not included)</i>	D1883, T193	\$	780	each
Resistance R-Value	D2844	\$	390	each
Resistance R-Value of Treated Material	D2844	\$	450	each
Rock Correction for R-Value	D2844	\$	100	each
Stabilized Soil UC Strength, 1 Point <i>(proctor not included)</i>	D1633, D5102	\$	210	each
Stabilized Soil UC Strength, Set of 3	D1633, D5102	\$	1140	each
CT373, 1 Lime Content, w/o Opt. Moist.	CT373	\$	210	each
CT373, 1 Lime Content	CT373	\$	440	each
CT373, 3 Lime Contents	CT373	\$	1,320	each
Eades and Grim Test (Opt. Lime Content)	C977	\$	235	each
Resilient Modulus	T307	\$	570	each
CTB Strength, Individual Specimen		\$	220	each
CTB Strength, Set of 3, Without Design		\$	500	each
CTB Complete Mix Design		\$	7,150	each

SOIL STRENGTH AND PERMEABILITY TESTS				
Test	Standard Test Method¹	Fee		
Pocket Penetration Value		\$	35	each
Unconfined Compressive Strength	D2186, T208	\$	170	each
Direct Shear, 1 Point	D3080, T236	\$	180	each
Direct Shear, 3 Points	D3080, T236	\$	470	each
Direct Shear, Residual Strength, Each Pt	D3080-Modified	\$	300	each
Consolidation without Time Rate Plots	D2435-Modified	\$	410	each
Consolidation with 2 Time Rate Plots	D2435-A, T216-A	\$	540	each
Consolidation, All Loads with Time Rates	D2435-B, T216-B	\$	760	each
Collapse Potential	D5333	\$	310	each
One Dimensional Swell – Wetting After Loading, Series	D4546-A	\$	360	each
One Dimensional Swell – Wetting After Loading	D4546-B	\$	210	each
One Dimensional Swell – Loading After Wetting	D4546-C	\$	570	each
Expansion Index	D4829	\$	235	each
Denver Swell Test		\$	210	each
Permeability, Rigid Wall	D2434	\$	540	each
Permeability, Flexible Wall	D5084-C	\$	470	each
Triaxial Compression, CU, 1 Point	D4767, T297	\$	600	each
Triaxial Compression, CU, 3 Points	D4767, T297	\$	1,485	each
Triaxial Compression, UU, 1 Point	D2850, T296	\$	250	each
Triaxial Compression, UU, 3 Points	D2850, T296	\$	760	each
Triaxial Compression, UU Saturated, 1 Point	D2850-Modified	\$	360	each
Triaxial Test, TEX117E, Part I	TEX117E	\$	2,145	each
Triaxial Test, TEX117E, Part II	TEX117E	\$	2,145	each

¹Common ASTM, AASHTO and DOT test methods.

- Those beginning with A, B, C, D, E, F, or G are ASTM methods.
- Those beginning with T are AASHTO methods.

**2023 KLEINFELDER FEE SCHEDULE FOR
GEOTECHNICAL and MATERIALS LABORATORY TESTING SERVICES**

AGGREGATE TESTS

Test	Standard Test Method[†]	Fee		
Acid Solubility		\$	220	each
ASR Reactivity, Long Method	C227, C1293	\$	2,035	each
ASR Reactivity, Short Method	C1260, C1567	\$	1,140	each
Cleanliness Value	CT227	\$	200	each
Clay Lumps and Friable Particles, per size *(see note below)	C142, T112	\$	125	each
Coarse Specific Gravity & Absorption	C127, T85	\$	100	each
Fine Specific Gravity & Absorption	C128, T84	\$	175	each
Coarse Durability	D3744, T210	\$	180	each
Fine Durability	D3744, T210	\$	190	each
Flat and Elongated Particles, per size *(see note below)	D4791	\$	115	each
Fractured Faces, per size *(see note below)	D5621, T335	\$	125	each
Lightweight Pieces <i>(Per specific gravity of heavy liquid)</i>	C123, T113	\$	350	each
Los Angeles Abrasion, Large Aggregate	C535	\$	240	each
Los Angeles Abrasion, Small Aggregate	C131, T96	\$	240	each
Mortar Sand Strength	C87, CT515	\$	780	each
Organic Impurities	C40, T21	\$	90	each
Sand Equivalent	D2419, T176	\$	180	each
Sieve Analysis, % Finer than No. 200 Sieve	C117, T11	\$	110	each
Sieve Analysis, Fine	C136, T27	\$	155	each
Sieve Analysis, Coarse	C136, T27	\$	155	each
Sieve Analysis, Coarse and Fine	C136, T27	\$	200	each
Soundness of Aggregate, per size *(see note below)	C88, T104	\$	180	each
Unit Weight	C29, T19	\$	80	each
Water Content	D2216, C566, T255	\$	30	each
Texas Wet Ball Mill	TEX116E	\$	360	each
Decantation Wash	TEX406A	\$	110	each
Uncompacted Void Content of Fine Aggregate	C1252, T304	\$	170	each

**Tests are billed by each size fraction tested. The quantity of fractions tested is dependent on the sample gradation and test method.*

FILTER MEDIA TESTS

Test	Standard Test Method[†]	Fee		
Filter Media, Sieve Analysis <i>(includes d10, d60, es, cu)</i>	AWWA B100	\$	220	each
Filter Media, Mohs Hardness	AWWA B100	\$	220	each
Filter Media, Percent Silica		\$	240	each
Acid Solubility	AWWA B100	\$	220	each

[†]Common ASTM, AASHTO and DOT test methods.

- Those beginning with A, B, C, D, E, F, or G are ASTM methods.
- Those beginning with T are AASHTO methods.

**2023 KLEINFELDER FEE SCHEDULE FOR
GEOTECHNICAL and MATERIALS LABORATORY TESTING SERVICES**

CONCRETE TESTS

Test	Standard Test Method [†]	Fee	
Concrete Compression	C39	\$ 40	each
Concrete Core Compression	C42	\$ 100	each
Concrete Flexural Strength	C78	\$ 125	each
Hydraulic Cement Mortar Compression	C109 (field cast)	\$ 40	each
Concrete Drying Shrinkage, set of 3 [†]	C157	\$ 610	Each
Concrete Core Thickness	C174	\$ 55	each
Concrete Laboratory Trial Batch**	C192	\$ 1,485	each
Concrete Time of Set by Penetration Resistance	C403, C191	\$ 2,400	each
Concrete Modulus of Elasticity	C469	\$ 500	each
Concrete Splitting Tensile Strength	C496	\$ 125	each
Concrete Absorption	C497, C642	\$ 190	each
Concrete Cylinder Unit Weight	C567	\$ 190	each
Non-Shrink Grout Compression	C1107, C579	\$ 40	each
Shotcrete Compression	C1140, C1604	\$ 85	each
Shotcrete Core Grading	ACI 508.3	\$ 85	each
Concrete Paving Slab Modulus of Rupture	C1782	\$ 900	each
Concrete Direct Tensile	D2936, CRD C164	\$ 500	each
CLSM Compression	D4832	\$ 55	each

[†]For sets greater than 3, add \$100 per prism

^{**}Includes up to 9 cylinders (4x8 or 6x12) or 9 flex beams, additional cylinders, beams, or shrinkage prisms charged at individual unit rates

ROLLER COMPACTED CONCRETE TESTS

Test	Standard Test Method [†]	Fee	
RCC Compression	C1435/C39	\$ 65	each
RCC Air Content	C1849	\$ 50	each
RCC Unit Weight	C1849	\$ 50	each
RCC Consistency and Density (VeBe)	C1170	\$ 1,600	each
RCC Accelerated Cure	C1768 - modified	\$ 750	each
RCC Trial Batch	ACI 211.1	\$ 4,800	each
RCC Aggregate Mixing	ACI 211.1	\$ 2,000	each

MASONRY TESTS

Test	Standard Test Method [†]	Fee	
Masonry Grout Compression	C1019, C942	\$ 40	each
Masonry Mortar Compression	C270, C780	\$ 40	each
Masonry Core Compression and Shear	CA DSA	\$ 200	each
Masonry Prism Compression	C1314	\$ 150	each
CMU Absorption and Received Moisture	C140	\$ 120	each
CMU Compression	C140	\$ 125	each
CMU Dimension Verification	C140	\$ 55	each
CMU Lineal Shrinkage	C426	\$ 300	each

[†]Common ASTM, AASHTO and DOT test methods.

- Those beginning with A, B, C, D, E, F, or G are ASTM methods.
- Those beginning with T are AASHTO methods.

**2023 KLEINFELDER FEE SCHEDULE FOR
GEOTECHNICAL and MATERIALS LABORATORY TESTING SERVICES**

ROCK TESTS

Test	Standard Test Method[†]	Fee	
Rock Sample Preparation	D4543	\$	120 each
Rock Direct Shear, 1 Point	D5607	\$	350 each
Rock Mohs Hardness	IRSM	\$	55 each
Rock Point Load Index, per Point*	D5731	\$	65 each
Rock Slake Durability	D4644	\$	240 each
Rock Splitting Tensile/Brazilian, per Point*	D3967	\$	120 each
Rock Direct Tensile	D2936	\$	250 each
Rock Triaxial Compression	D7012-A	\$	420 each
Rock Triaxial Compression w/Modulus of Rupture	D7012-B	\$	560 each
Rock Unconfined Compression	D7012-C	\$	300 each
Rock Unconfined Compression w/Modulus of Rupture	D7012-D	\$	500 each

*Above testing fees include routine sample preparation (end grinding) and sample photographs
Point load and splitting tensile test fees are per break, not per set of 10.

EMULSION TESTS

EMULSION TESTS			
Test	Standard Test Method[†]	Fee	
Emulsion Settlement	D6930, T59	\$	280 each
Emulsion Sieve Test	D6933, T59	\$	125 each
Emulsion Storage Stability	D6930, T59	\$	220 each
Emulsion Torsional Recovery	CT332	\$	190 each
Particle Charge	D7402, T59	\$	125 each
Residue by Evaporation	D6934, T59	\$	140 each
Saybolt Viscosity	D7946, T59	\$	190 each
Slurry Seal Wet Track Abrasion	D3910, ISSA TB100	\$	420 each

[†]Common ASTM, AASHTO and DOT test methods.

- Those beginning with A, B, C, D, E, F, or G are ASTM methods.
- Those beginning with T are AASHTO methods.

**2023 KLEINFELDER FEE SCHEDULE FOR
GEOTECHNICAL and MATERIALS LABORATORY TESTING SERVICES**

ASPHALT TESTS

MIX PROPERTY TESTS			
Test	Standard Test Method[†]	Fee	
Air Voids Determination <i>(calculation only)</i>	D3203, AI-MS-2	\$ 65	each
VMA Determination <i>(calculation only)</i>	AI-MS-2, CT-LP-2	\$ 65	each
VFA Determination <i>(calculation only)</i>	AI-MS-2, CT-LP-2	\$ 65	each
Volumetric Properties <i>(calculation only)</i>	AI-MS-2, CT-LP-2	\$ 55	each
AC Moisture Content	T329	\$ 70	each
Gradation of Extracted Aggregate	D5444	\$ 150	each
AC Content by Extraction	D2172	\$ 260	each
AC Content by Ignition Oven	D6307, T308	\$ 190	each
AC Ignition Oven Calibration <i>(determination of mix correction)</i>	D6307	\$ 420	each
Hveem Stability	D1560	\$ 420	each
Hveem Stability without Compaction	D1560	\$ 220	each
Marshall Stability and Flow <i>(does not include compaction)</i>	D6927	\$ 210	each
AC Swell	CT305	\$ 600	each

DESIGN AND DENSITY TESTS			
Test	Standard Test Method[†]	Fee	
AC Core Thickness	D3549	\$ 20	each
AC Core Unit Weight & Thickness	D1188, D2726, D3549	\$ 65	each
Unit Weight, Gyratory Method	D6925, T312	\$ 390	each
Unit Weight, Hveem Method	D1561	\$ 370	each
Unit Weight, Marshall Method	D6926	\$ 270	each
Maximum Theoretical Specific Gravity	D2041	\$ 200	each
Moisture Induced Damage	T283	\$ 1,615	each
Moisture Vapor Susceptibility	CT307	\$ 720	each
Hamburg Wheel Track, Set of 2	T324	\$ 1,210	each
Index of Retained Strength	D1075	\$ 1,375	each
Indirect Tensile Strength <i>(does not include compaction)</i>	D6931	\$ 1,050	set/3
Indirect Tensile Strength of Cored Specimen	D6931	\$ 420	each
Caltrans Tensile Strength Ratio	CT371	\$ 2,200	each
Caltrans Opt Bitumen Content OGFC	CT368	\$ 2,035	each
Centrifuge Kerosene Equivalent	CT303	\$ 360	each
Film Stripping	CT302	\$ 180	each
Mix Design, Hveem Method w/RAP	CT367	\$ 8,580	each
Mix Design, Hveem Method	CT367	\$ 6,600	each
Mix Design, Marshall Method	AI-MS-2	\$ 3,575	each
Mix Design, Superpave Method	AI-MS-2	\$ 8,250	each

[†]Common ASTM, AASHTO and DOT test methods.

- Those beginning with A, B, C, D, E, F, or G are ASTM methods.
- Those beginning with T are AASHTO methods.

**2023 KLEINFELDER FEE SCHEDULE FOR
GEOTECHNICAL and MATERIALS LABORATORY TESTING SERVICES**

METAL TESTS

BOLT TESTS			
Test	Standard Test Method¹	Fee	
Bolt Assembly Suite (Bolt, Nut, Washer) *	F606	\$ 265	each
Bolt Hardness	E18	\$ 40	each
Bolt Proof Load	F606	\$ 55	each
Bolt Wedge Tensile	F606	\$ 55	each
Nut Hardness	E18	\$ 40	each
Nut Proof Load	F606	\$ 55	each
Washer Hardness	E18	\$ 40	each

**An 'assembly' is one bolt, one nut and one washer. The suite consists of a bolt wedge tensile test, bolt and nut proof load tests, and hardness tests on all three pieces.*

REINFORCING BAR TESTS			
Test	Standard Test Method¹	Fee	
Bend	A370, E290	\$ 55	each
Rebar Tensile, up to No. 11	A370, E8	\$ 120	each
Rebar Tensile, No. 14 and No. 18	A370, E8	\$ 250	each
Rebar Coupler Slip	A370, A1034, CT670	\$ 190	each
Rebar Coupler Tensile, up to No. 11	A370, A1034, CT670	\$ 120	each
Rebar Coupler Tensile, No. 14 and No. 18	A370, A1034, CT670	\$ 250	each
CT670 Strain (Elongation)	CT670	\$ 25	each
Headed Rebar Tensile, up to No. 11	A370, A970	\$ 120	each
Headed Rebar Tensile, No. 14 and No. 18	A370, A970	\$ 250	each
Modulus of Elasticity*	A370	\$ 155	Each
Epoxy Coating Thickness	A775, A934	\$ 125	each
Epoxy Coating Continuity – Holiday Test	A775, A934	\$ 125	each
Epoxy Flexibility - Bending	A775, A934	\$ 125	each

**In addition to the testing fee.*

METAL TESTS			
Test	Standard Test Method¹	Fee	
PT Strand Tensile	A370, A1061	\$ 205	each
Anchor Bolt Tensile, up to 1.5" dia.	F1554	\$ 190	each
Anchor Bolt Tensile, greater than 1.5" dia.	F1554	\$ 310	each
Reduced Section Tensile*	A370	\$ 155	each
Rockwell Hardness	E18	\$ 40	each
Macroetch	E381	\$ 310	each
Charpy Impact, Set of 3 **	A370, A673	\$ 470	each
Galvanization Thickness	B499, E376	\$ 30	each
Fireproofing Density	E605	\$ 95	each

**Machining test specimens is not included. Additional fees for stress-strain diagram.*
***Machining test specimens is not included. Additional fees will be assessed for testing at temperatures other than 40°F.*

¹Common ASTM, AASHTO and DOT test methods.

- Those beginning with A, B, C, D, E, F, or G are ASTM methods.
- Those beginning with T are AASHTO methods.

**2023 KLEINFELDER FEE SCHEDULE FOR
GEOTECHNICAL and MATERIALS LABORATORY TESTING SERVICES**

DIMENSION STONE AND ROOFING MATERIAL TESTS

DIMENSION STONE				
Test	Standard Test Method[†]	Fee		
Dimension Stone, Absorption/Specific Gravity	C97	\$	280	set/5
Dimension Stone, Compressive Strength	C170	\$	280	set/5
Dimension Stone, Flexural Strength	C660	\$	280	set/5
Dimension Stone, Modulus of Rupture	C99	\$	280	set/5

MISCELLANEOUS TESTS

MISCELLANEOUS TESTS				
Test	Standard Test Method[†]	Fee		
Hydraulic Ram Verification	E4	\$	390	each
Tensile and Elastic Modulus Polymer Composite Materials	D3039	\$	750	set/5

SAMPLE PREPARATION

SAMPLE PREPARATION				
Test	Standard Test Method[†]	Fee		
Rock Sample Preparation	D4543	\$	120	each
Sample Crushing		\$	180	each
Sample Cutting and Trimming		\$	40	each
Sample Mixing and Processing		\$	125	each
Sample Preparation		\$	65	each
Sample Remolding		\$	95	each
Contamination Fee		\$	varies	each
Sample Disposal Fee		\$	10	each

[†]Common ASTM, AASHTO and DOT test methods.

- Those beginning with A, B, C, D, E, F, or G are ASTM methods.
- Those beginning with T are AASHTO methods.



City of San Diego As-Needed CM Services Contract
Contract No.: H2326236, H2326237, H2326238
Sub Consultant Firm: La Salle Solutions

EXHIBIT C

Employee Name	Classification	Hourly Rate	Multiplier	Hourly Rate Yr. 1	Hourly Rate OT Yr. 1
Jose Carlos Molina	Resident Engineer	\$98.50	2.320	\$228.51	\$285.65
Donova Stacy	Construction Manager Resident Engineer	\$95.00	2.320	\$220.39	\$275.50
Donova Stacy	CMRE/Inspector - PW Group 2	\$95.00	2.320	\$220.39	\$275.50
Samuel Virgil	Resident Engineer	\$95.00	2.320	\$220.39	\$275.50
Assa Disengomoka	Construction Manager Resident Engineer	\$95.00	2.320	\$220.39	\$275.50
Assa Disengomoka	CMRE/Inspector - PW Group 2	\$95.00	2.320	\$220.39	\$275.50
Exavier Aguilar	Construction Manager Resident Engineer	\$95.00	2.320	\$220.39	\$275.50
Exavier Aguilar	CMRE/Inspector - PW Group 2	\$95.00	2.320	\$220.39	\$275.50
Enrique Castaneda	Construction Manager Resident Engineer	\$95.00	2.320	\$220.39	\$275.50
Enrique Castaneda	CMRE/Inspector - PW Group 2	\$95.00	2.320	\$220.39	\$275.50

* PW - Prevailing wage rates based on California DIR Determination No. SD-23-63-3-2023-1D

** Overtime and Doubletime rates may apply to prevailing wage work performed on a Saturday or Sunday, or in excess of 8 hours in a day.

Item	Detail

Multiplier Breakdown

Direct Labor	100.00%
Indirect Cost Rate	110.90%
Subtotal	210.90%
Profit	10%
Multiplier =	2.320

Caltrans Reviewed

- The mileage reimbursement rate will be at the current City of San Diego mileage rate (mileage log required).
- Travel expenses for the lowest cost-effective airfare, train, and/or car rental will be reimbursed at actual costs (receipts required).
- Lodging and Per Diem will be reimbursed at actual costs (receipts required) up to the maximum allowance for the San Diego area as published/posted on the U.S. General Services Administration website (<http://www.gsa.gov/portal/category/100120>).
- Sub-consultant costs are reimbursed as a "direct expense" at actual costs (invoice/receipts required).
- An annual rate adjustment request must be submitted to the City of San Diego in writing for approval. Written justification for the rate adjustment must be submitted to the City of San Diego 60 days before the Agreement anniversary date. Said proposed adjustment shall be at most 3%, and the City of San Diego must approve any rate adjustments in writing before they become effective.
- Personnel Classifications not listed in this Exhibit will be billed at the rate approved by the City's Construction Manager on a case-by-case basis. If additional billing classifications are approved, the Consultant shall coordinate a discussion with the City to concur on billing rates before work is performed.
- In case of conflict between your notes and the City's notes on Exhibit C, the City's notes control
- Overtime and Doubletime rates will be apply when required by Prevailing Wage or CA Labor Law.



City of San Diego As-Needed CM Services Contract
Contract No.: H2326236, H2326237, H2326238
Sub Consultant Firm: MTGL

EXHIBIT C

Employee Name	Classification	Hourly Rate	Multiplier	Hourly Rate Yr. 1	Hourly Rate OT Yr. 1
Isac Chun, PE, GE	Engineering Manager	\$84.18	3.019	\$254.14	\$285.65
Greg Wilson, PG, CEG	Engineering Geologist	\$68.89	3.019	\$207.98	\$275.50
Saul Cruz	Field Supervisor/ Special Inspector	\$73.28	3.019	\$221.23	\$275.50
Saul Cruz	Field Supervisor/ Special Inspector-PW Grp 2	\$83.46	3.019	\$221.23	\$270.05
Derek Tipps	Field Technician	\$28.84	3.019	\$87.07	\$275.50
Derek Tipps	Field Technician- PW Group 1	\$59.52	3.019	\$179.69	\$246.52
Derek Tipps	Field Technician- PW Group 2	\$61.30	3.019	\$185.06	\$254.58

* PW - Prevailing wage rates based on California DIR Determination No. SD-23-63-3-2023-2D

** Overtime and Doubletime rates may apply to prevailing wage work performed on a Saturday or Sunday, or in excess of 8 hours in a day.

Item	Detail
Nuclear Gauge	

Multiplier Breakdown

Direct Labor	100.00%	
Indirect Cost Rate	174.45%	Self prepared ICR
Subtotal	274.45%	
Profit	10%	
Multiplier =	3.019	

1. The mileage reimbursement rate will be at the current City of San Diego mileage rate (mileage log required).
2. Travel expenses for the lowest cost-effective airfare, train, and/or car rental will be reimbursed at actual costs (receipts required).
3. Lodging and Per Diem will be reimbursed at actual costs (receipts required) up to the maximum allowance for the San Diego area as published/posted on the U.S. General Services Administration website (<http://www.gsa.gov/portal/category/100120>).
4. Sub-consultant costs are reimbursed as a "direct expense" at actual costs (invoice/receipts required).
5. An annual rate adjustment request must be submitted to the City of San Diego in writing for approval. Written justification for the rate adjustment must be submitted to the City of San Diego 60 days before the Agreement anniversary date. Said proposed adjustment shall be at most 3%, and the City of San Diego must approve any rate adjustments in writing before they become effective.
6. Personnel Classifications not listed in this Exhibit will be billed at the rate approved by the City's Construction Manager on a case-by-case basis. If additional billing classifications are approved, the Consultant shall coordinate a discussion with the City to concur on billing rates before work is performed.
7. In case of conflict between your notes and the City's notes on Exhibit C, the City's notes control.
8. Overtime and Doubletime rates will be apply when required by Prevailing Wage or CA Labor Law.

MTGL Fee Schedule for Prevailing Wages
July 1, 2023 - June 30, 2024

PROFESSIONAL SERVICES	UNIT	RATE
Staff Engineer / Geologist	HR	\$ 115.00
Project Manager/Engineer/Geologist	HR	\$ 145.00
Principal Engineer/Geologist	HR	\$ 175.00
Draftsperson	HR	\$ 70.00
Administrative (Per Monthly Invoice)		5%
Certified Payroll (Per Pay Period)		\$ 95.00
FIELD INSPECTION PERSONNEL	UNIT	RATE
ICC Special Inspector	HR	See Proposal
Soils/Asphalt Technician	HR	See Proposal
AWS/DWI Welding Inspector	HR	See Proposal
NDT Technician / Fabrication Inspector	HR	See Proposal
Field/Lab Supervisor	HR	\$ 135.00
Shotcrete Inspector	HR	See Proposal
Laboratory Technician	HR	\$ 80.00
L.A. City Special Inspector	HR	See Proposal
Multi-Certified Inspector	HR	See Proposal
Pull / Torque Testing Technician	HR	See Proposal
Batch Plant (Concrete or Asphalt) Technician	HR	See Proposal
Firestopping Inspection	HR	\$ 180.00
Floor Flatness / Levelness (Inc. Equipment)	DAY	\$ 1,500.00
Prestressed/Pilot Tensioned Inspector	HR	
Concrete, Masonry, Asphalt Coring or Sawing		QUOTE
Travel Time	HR	Tech Rate
Mileage	MILE	\$ 0.63
LAB TESTING - SOIL	UNIT	RATE
D422 Hydrometer Analysis	EACH	\$ 175.00
D422 Sieve Analysis of Soil	EACH	\$ 200.00
D558 Soil Cement - Maximum Density	EACH	\$ 300.00
D559 Soil Cement - Sample Preparation	EACH	\$ 100.00
D854 Specific Gravity of Soils	EACH	\$ 125.00
D1140 Material Finer than #200 (Sieve)	EACH	\$ 60.00
D1557 Maximum Density	EACH	\$ 290.00
D1883 California Bearing Ratio (CBR)	EACH	QUOTE
D2216 Soil Moisture Content by Mass	EACH	\$ 25.00
D2419 Sand Equivalent	EACH	\$ 110.00
D2434 Permeability	EACH	QUOTE
D2425 Consolidation	EACH	\$ 225.00
D2485 Consolidation with Time Rate	EACH	\$ 275.00
D2844 R Value & Expansive Pressures	3 Points	\$ 250.00
D2987 Moisture & Density (Ring Samples)	EACH	\$ 30.00
D3080 Direct Shear	EACH	\$ 200.00
D4318 Plasticity Index of Soils	EACH	\$ 145.00
D4829 Expansion Index of Soils	EACH	\$ 185.00
CT 216 CA Impact Max Density	EACH	\$ 225.00
CT 216 CA Impact Rock Correction	EACH	\$ 95.00
LAB TESTING - AGGREGATES	UNIT	RATE
C40 Organic Impurities In Fine Agg	EACH	\$ 95.00
C89 Soundness by Sodium Sulfate	EACH	\$ 315.00
C123 Percent Lightweight Particles	EACH	\$ 215.00
C127 Specific Gravity (Coarse Agg)	EACH	\$ 180.00
C128 Specific Gravity (Fine Agg)	EACH	\$ 150.00
C131 Abrasion - Los Angeles Rattler	EACH	\$ 235.00
C136 Sieve Analysis (Combined Agg)	EACH	\$ 130.00
C136 Sieve Analysis (Fine or Coarse Agg)	EACH	\$ 110.00
C142 Clay Lumps & Friable Particles	EACH	\$ 135.00
C335 Abrasion (Large Agg) - Los Angeles Rattler	EACH	\$ 235.00
C366 Moisture Content by Drying	EACH	\$ 25.00
CT 227 Cleanliness Value	EACH	\$ 230.00
D8744 Durability Index	EACH	\$ 180.00
D5821 Flat & Elongated Particles	EACH	\$ 200.00
T335 Crushed Particles	EACH	\$ 170.00
LAB TESTING - Misc.	UNIT	RATE
C67 Roofing Tile Absorption	EACH	\$ 60.00
C67 Roofing Tile Strength Test	EACH	\$ 60.00
Sample Pickup Charges	UNIT	RATE
Pick up Sample Trip Charge (2hr Minimum)	HR	\$ 65.00
Weekend Sample Pick Up Charge (2hr Minimum)	HR	\$ 80.00

LAB TESTING - CONCRETE	UNIT	RATE
C39 Compressive Strength - Concrete Cylinders (6" x 12")	EACH	\$ 85.00
C39 Compressive Strength - Cores (6" Max. Diameter)	EACH	\$ 55.00
C78 Flexural Strength - Beams (6" x 6")	EACH	\$ 60.00
C157 Concrete Shrinkage (Set of 3)	SET	\$ 350.00
Core Trimming (In Laboratory)	EACH	\$ 55.00
C192 Concrete Trial Batch w/ Lab Testing	EACH	\$ 1,100.00
C469 Modulus of Elasticity	EACH	\$ 150.00
C495 Comp. Strength - Lightweight Concrete Fill	EACH	\$ 45.00
Handling Charge - Beams Not Broken/Hold	EACH	\$ 50.00
C496 Tensile Strength, Splitting	EACH	\$ 75.00
C567 Unit Weight (Hardened Lightweight Concrete)	EACH	\$ 50.00
C1140 Shotcrete Panel Test	EACH	\$ 306.00

LAB TESTING - ASPHALT	UNIT	RATE
D1188 Core Density ParaFilm Coated	EACH	\$ 85.00
D1560 Stabiometer - HVFEM	EACH	\$ 290.00
D1561 Max Density - HVFEM	EACH	\$ 195.00
D2172 Asphalt Content by Solvents	EACH	\$ 250.00
D8910 Wet Track Abrasion	EACH	\$ 195.00
D5444 Gradation of Extracted Agg	EACH	\$ 275.00
D6307 Asphalt Content by Ignition	EACH	\$ 245.00
D6926 Max Density - Marshall	EACH	\$ 295.00
D6927 Stability and Flow - Marshall	EACH	\$ 375.00
T209/D2041 Theoretical Maximum Density	EACH	\$ 150.00
T824 Hamburg Wheel	EACH	\$ 1,000.00
CT 370 Moisture Content	EACH	\$ 70.00

LAB TESTING - MASONRY	UNIT	RATE
C109 Mortar - 2" Cube Compressive Strength	EACH	\$ 40.00
C140 Block - Compressive Strength	EACH	\$ 75.00
C140 Block - Moisture & Absorption	EACH	\$ 80.00
C140 Block - Unit Weight & Measurements	EACH	\$ 275.00
C426 Block - Linear Shrinkage	EACH	\$ 180.00
C780 Mortar - (2" x 4") Cylinders Comp. Strength	EACH	\$ 85.00
C1019 Grout Prisms - Compressive Strength	EACH	\$ 85.00
Handling Charge (Cylinders/Cubes/Prisms) Not Broken/Holds	EACH	\$ 75.00
C1314 CMU Grouted Prisms - Comp. Strength (< 8" x 8" x 16")	EACH	\$ 180.00
C1314 CMU Grouted Prisms - Comp. Strength (> 8" x 8" x 16")	EACH	\$ 245.00
C67 Brick - Bol	EACH	\$ 90.00
C67 Brick - Compressive Strength	EACH	\$ 50.00
C67 Brick - Moisture & Absorption	EACH	\$ 85.00

LAB TESTING - STEEL	UNIT	RATE
Steel Chemical Analysis/AWS Weld Macroetch/Fracture/Bend Test	EACH	QUOTE
A325 High Strength Bolt, Nut & Washer Conformance (Per Assembly)	EACH	\$ 180.00
A370 Brinell & Rockwell Hardness Test	EACH	\$ 90.00
A370 Nelson Stud Tensile	EACH	\$ 195.00
A370 Rebar Bend & Tensile Test No. 11 Bar & Smaller	EACH	\$ 45.00
A615/706 Bend Test No. 11 Bar and Smaller	EACH	\$ 60.00
A615/706 Tensile No. 11 Bar and Smaller	EACH	\$ 65.00
A615/706 Tensile No. 14 Bar and Larger	EACH	QUOTE
A416 Prestressing Wire, Tension	EACH	\$ 170.00
Sample Preparation (Cutting)	EACH	\$ 80.00
A416 Prestressing Cable (7 Wire) - Yield & Tensile	EACH	\$ 170.00
#605 Fireproofing Unit Weight	EACH	\$ 60.00

EQUIPMENT CHARGES	UNIT	RATE
Air Meter	DAY	\$ 30.00
Dye Penetrant Equipment	DAY	\$ 50.00
Emulsivity Test Kit	EACH	\$ 50.00
Ground Rod Equipment	DAY	\$ 30.00
Jacking Assembly	DAY	\$ 65.00
Magnetic Particle Equipment	DAY	\$ 50.00
Nuclear Density Gauge	DAY	\$ 70.00
Psychrometer	DAY	\$ 55.00
Sand Cone Kit	DAY	\$ 50.00
Schmidt Hammer	DAY	\$ 45.00
Skidmore-Whitcomb Bolt Cell	DAY	\$ 65.00
Torque Wrench	DAY	\$ 50.00
Ultrasonic Equipment	DAY	\$ 45.00
Outside Services		Cost + 20%



City of San Diego As-Needed CM Services Contract
Contract No.: H2326236, H2326237, H2326238
Sub Consultant Firm: NV5

EXHIBIT C

Employee Name	Classification	Hourly Rate	Multiplier	Hourly Rate Yr. 1	Hourly Rate OT Yr. 1
Roland Elvera, PE, QSP	Resident Engineer	\$90.86	2.602	\$236.45	\$236.45
Ryan Wilson, PE	Resident Engineer	\$87.01	2.602	\$226.43	\$226.43
Bill Janda	Asst. Resident Engineer	\$75.78	2.602	\$197.21	\$295.81
Kolton Walker, EIT	Asst. Resident Engineer	\$50.21	2.602	\$130.67	\$196.00
Kolton Walker, EIT	Electrical Inspector - PW Group 2	\$86.01	2.602	\$223.83	\$335.75
John Volp, QSD	Asst. Resident Engineer	\$83.61	2.602	\$217.58	\$326.38
John Volp, QSD	CMRE/Inspector - PW Grp 2	\$83.61	2.602	\$217.58	\$326.38
Eduardo Ruvalcaba	Civil Inspector	\$63.85	2.602	\$166.16	\$249.24
Eduardo Ruvalcaba	Civil Inspector - PW Group 2	\$81.76	2.602	\$212.77	\$319.16
Dennis Sweeny	Civil Inspector	\$80.34	2.602	\$209.08	\$313.61
Dennis Sweeny	Civil Inspector - PW Group 2	\$80.34	2.602	\$209.08	\$313.61
Gerald Johnson	Civil Inspector	\$61.59	2.602	\$160.28	\$240.42
Gerald Johnson	Civil Inspector - PW Group 2	\$83.80	2.602	\$218.08	\$327.12
K James Grier	Civil Inspector	\$74.16	2.602	\$192.99	\$289.49
K James Grier	Civil Inspector - PW Group 2	\$81.10	2.602	\$211.05	\$316.58
Moheb Tiab, PE	Civil Inspector	\$72.10	2.602	\$187.63	\$281.45
Moheb Tiab, PE	Civil Inspector - PW Group 2	\$82.01	2.602	\$213.42	\$320.13
Patrick Morris	Civil Inspector	\$56.65	2.602	\$147.42	\$221.14
Patrick Morris	Civil Inspector - PW Group 2	\$85.44	2.602	\$222.35	\$333.52
Tiffany Goodwin	Civil Inspector	\$80.47	2.602	\$209.41	\$314.12
Tiffany Goodwin	Civil Inspector - PW Group 2	\$82.11	2.602	\$213.68	\$320.52
Ross Morrison	Civil Inspector	\$76.43	2.602	\$198.90	\$298.35
Ross Morrison	Civil Inspector - PW Group 2	\$83.59	2.602	\$217.53	\$326.30
Ian Nguyen	Civil Inspector	\$77.25	2.602	\$201.03	\$301.55
Ian Nguyen	Civil Inspector - PW Group 2	\$87.57	2.602	\$227.89	\$341.84
Susana Diaz	Office Engineer	\$47.44	2.602	\$123.46	\$123.46
Duyen Howe	Office Engineer	\$52.98	2.602	\$137.87	\$137.87

* PW - Prevailing wage rates based on California DIR Determination No. SD-23-63-3-2023-2D

** Overtime and Doubletime rates may apply to prevailing wage work performed on a Saturday or Sunday, or in excess of 8 hours in a day.

Item	Detail

Multiplier Breakdown

Direct Labor	100.00%	Caltrans Reviewed
Indirect Cost Rate	136.58%	
Subtotal	236.58%	
Profit	10%	
Multiplier =	2.602	

1. The mileage reimbursement rate will be at the current City of San Diego mileage rate (mileage log required).
2. Travel expenses for the lowest cost-effective airfare, train, and/or car rental will be reimbursed at actual costs (receipts required).
3. Lodging and Per Diem will be reimbursed at actual costs (receipts required) up to the maximum allowance for the San Diego area as published/posted on the U.S. General Services Administration website (<http://www.gsa.gov/portal/category/100120>).
4. Sub-consultant costs are reimbursed as a "direct expense" at actual costs (invoice/receipts required).
5. An annual rate adjustment request must be submitted to the City of San Diego in writing for approval. Written justification for the rate adjustment must be submitted to the City of San Diego 60 days before the Agreement anniversary date. Said proposed adjustment shall be at most 3%, and the City of San Diego must approve any rate adjustments in writing before they become effective.
6. Personnel Classifications not listed in this Exhibit will be billed at the rate approved by the City's Construction Manager on a case-by-case basis. If additional billing classifications are approved, the Consultant shall coordinate a discussion with the City to concur on billing rates before work is performed.
7. In case of conflict between your notes and the City's notes on Exhibit C, the City's notes control
8. Overtime and Doubletime rates will be applied when required by Prevailing Wage or CA Labor Law.



City of San Diego As-Needed CM Services Contract
Contract No.: H2326236, H2326237, H2326238
Sub Consultant Firm: On-Site Technical

EXHIBIT C

Employee Name	Classification	Hourly Rate	Multiplier	Hourly Rate Yr. 1	Hourly Rate OT Yr. 1
Kent Kreeger, PE	Start up and Commissioning	\$93.91	Market	\$236.56	\$236.56
Juvencio Figueroa PE	Start up and Commissioning	\$93.91	Market	\$236.56	\$236.56
Ron Coleman	CWI Inspector- PW Grp 2	\$95.25	Market	\$239.93	\$254.59
Jeff Edwards	CWI Inspector- PW Grp 2	\$95.25	Market	\$239.93	\$254.59

* PW - Prevailing wage rates based on California DIR Determination No. SD-23-63-3-2023-1D

** Overtime and Doubletime rates may apply to prevailing wage work performed on a Saturday or Sunday, or in excess of 8

Item	

Multiplier Breakdown

Direct Labor		Market Rate
Indirect Cost Rate		
Subtotal		
Profit		
Multiplier =		Market Rate

1. The mileage reimbursement rate will be at the current City of San Diego mileage rate (mileage log required).
2. Travel expenses for the lowest cost-effective airfare, train, and/or car rental will be reimbursed at actual costs (receipts required).
3. Lodging and Per Diem will be reimbursed at actual costs (receipts required) up to the maximum allowance for the San Diego area as published/posted on the U.S. General Services Administration website (<http://www.gsa.gov/portal/category/100120>).
4. Sub-consultant costs are reimbursed as a "direct expense" at actual costs (invoice/receipts required).
5. An annual rate adjustment request must be submitted to the City of San Diego in writing for approval. Written justification for the rate adjustment must be submitted to the City of San Diego 60 days before the Agreement anniversary date. Said proposed adjustment shall be at most 3%, and the City of San Diego must approve any rate adjustments in writing before they become effective.
6. Personnel Classifications not listed in this Exhibit will be billed at the rate approved by the City's Construction Manager on a case-by-case basis. If additional billing classifications are approved, the Consultant shall coordinate a discussion with the City to concur on billing rates before work is performed.
7. In case of conflict between your notes and the City's notes on Exhibit C, the City's notes control
8. Overtime and Doubletime rates will be apply when required by Prevailing Wage or CA Labor Law.



City of San Diego As-Needed CM Services Contract
Contract No.: H2326236, H2326237, H2326238
Sub Consultant Firm: Reddy Engineering Services

EXHIBIT C

Employee Name	Classification	Hourly Rate	Multiplier	Hourly Rate Yr. 1	Hourly Rate OT Yr. 1
Vinay Reddy, PE	Resident Engineer/Office Engineer	\$85.00	2.519	\$214.14	\$214.14
Vinay Reddy, PE	Civil Inspector - PW Group 2	\$85.00	2.519	\$214.14	\$279.16
Rafael Lopez, PE	Resident Engineer/Office Engineer	\$85.00	2.519	\$214.14	\$214.14
Rafael Lopez, PE	Civil Inspector - PW Group 2	\$85.00	2.519	\$214.14	\$278.83
David Preciado, PLA	Landscape Inspector	\$74.26	2.519	\$187.09	\$187.09
David Preciado, PLA	Landscape Inspector - PW Group 2	\$79.77	2.519	\$200.97	\$277.12

* PW - Prevailing wage rates based on California DIR Determination No. SD-23-63-3-2023-2D

** Overtime and Doubletime rates may apply to prevailing wage work performed on a Saturday or Sunday, or in excess of 8 hours in a day.

Item	Detail

Multiplier Breakdown

Direct Labor	100.00%
Indirect Cost Rate	129.03%
Subtotal	229.03%
Profit	10%
Multiplier =	2.519

Caltrans Reviewed

1. The mileage reimbursement rate will be at the current City of San Diego mileage rate (mileage log required).
2. Travel expenses for the lowest cost-effective airfare, train, and/or car rental will be reimbursed at actual costs (receipts required).
3. Lodging and Per Diem will be reimbursed at actual costs (receipts required) up to the maximum allowance for the San Diego area as published/posted on the U.S. General Services Administration website (<http://www.gsa.gov/portal/category/100120>).
4. Sub-consultant costs are reimbursed as a "direct expense" at actual costs (invoice/receipts required).
5. An annual rate adjustment request must be submitted to the City of San Diego in writing for approval. Written justification for the rate adjustment must be submitted to the City of San Diego 60 days before the Agreement anniversary date. Said proposed adjustment shall be at most 3%, and the City of San Diego must approve any rate adjustments in writing before they become effective.
6. Personnel Classifications not listed in this Exhibit will be billed at the rate approved by the City's Construction Manager on a case-by-case basis. If additional billing classifications are approved, the Consultant shall coordinate a discussion with the City to concur on billing rates before work is performed.
7. In case of conflict between your notes and the City's notes on Exhibit C, the City's notes control
8. Overtime and Doubletime rates will be apply when required by Prevailing Wage or CA Labor Law.



City of San Diego As-Needed CM Services Contract
Contract No.: H2326236, H2326237, H2326238
Sub Consultant Firm: RF Yeager

EXHIBIT C

Employee Name	Classification	Hourly Rate	Multiplier	Hourly Rate Yr. 1	Hourly Rate OT Yr. 1
Rick Yeager	Corrosion Inspection	\$90.00	Market	\$252.45	\$252.45
Randy Geving	Corrosion Inspection	\$90.00	Market	\$252.45	\$279.16

* PW - Prevailing wage rates based on California DIR Determination No. SD-23-63-3-2023-2D

** Overtime and Doubletime rates may apply to prevailing wage work performed on a Saturday or Sunday, or in excess of 8 hours in a day.

Item	Detail

Multiplier Breakdown

Direct Labor	Market Rate
Indirect Cost Rate	
Subtotal	
Profit	
Multiplier =	Market

1. The mileage reimbursement rate will be at the current City of San Diego mileage rate (mileage log required).
2. Travel expenses for the lowest cost-effective airfare, train, and/or car rental will be reimbursed at actual costs (receipts required).
3. Lodging and Per Diem will be reimbursed at actual costs (receipts required) up to the maximum allowance for the San Diego area as published/posted on the U.S. General Services Administration website (<http://www.gsa.gov/portal/category/100120>).
4. Sub-consultant costs are reimbursed as a "direct expense" at actual costs (invoice/receipts required).
5. An annual rate adjustment request must be submitted to the City of San Diego in writing for approval. Written justification for the rate adjustment must be submitted to the City of San Diego 60 days before the Agreement anniversary date. Said proposed adjustment shall be at most 3%, and the City of San Diego must approve any rate adjustments in writing before they become effective.
6. Personnel Classifications not listed in this Exhibit will be billed at the rate approved by the City's Construction Manager on a case-by-case basis. If additional billing classifications are approved, the Consultant shall coordinate a discussion with the City to concur on billing rates before work is performed.
7. In case of conflict between your notes and the City's notes on Exhibit C, the City's notes control.
8. Overtime and Doubletime rates will be apply when required by Prevailing Wage or CA Labor Law.



City of San Diego As-Needed CM Services Contract
Contract No.: H2326236, H2326237, H2326238
Sub Consultant Firm: Rockwell Construction Services

EXHIBIT C

Employee Name	Classification	Hourly Rate	Multiplier	Hourly Rate Yr. 1	Hourly Rate OT Yr. 1
Jim Hudson	Construction Manager/Resident Engineer	\$88.52	2.090	\$185.01	\$185.01
Jim Hudson	CMRE/Inspector - PW Group 2	\$90.91	2.090	\$190.00	\$285.00
Thomas Klein	Construction Manager/Resident Engineer	\$88.52	2.090	\$185.01	\$185.01
Thomas Klein	CMRE/Inspector - PW Group 2	\$90.91	2.090	\$185.01	\$285.00
Robert Bellon	Construction Manager/Resident Engineer	\$88.52	2.090	\$185.01	\$185.01
Robert Bellon	CMRE/Inspector - PW Group 2	\$90.91	2.090	\$190.00	\$285.00
Mark Birdsall	Construction Manager/Resident Engineer	\$88.52	2.090	\$185.01	\$185.01
Mark Birdsall	CMRE/Inspector - PW Group 2	\$90.91	2.090	\$190.00	\$285.00
Rory Packard	Construction Manager/Resident Engineer	\$88.52	2.090	\$185.01	\$185.01
Rory Packard	CMRE/Inspector - PW Group 2	\$90.91	2.090	\$190.00	\$285.00

* PW - Prevailing wage rates based on California DIR Determination No. SD-23-63-3-2023-2D

** Overtime and Doubletime rates may apply to prevailing wage work performed on a Saturday or Sunday, or in excess of 8 hours in a day.

Item	Detail

Multiplier Breakdown

Direct Labor	100.00%	Safe Harbor
Indirect Cost Rate	90.00%	
Subtotal	190.00%	
Profit	10%	
Multiplier =	2.090	

- The mileage reimbursement rate will be at the current City of San Diego mileage rate (mileage log required).
- Travel expenses for the lowest cost-effective airfare, train, and/or car rental will be reimbursed at actual costs (receipts required).
- Lodging and Per Diem will be reimbursed at actual costs (receipts required) up to the maximum allowance for the San Diego area as published/posted on the U.S. General Services Administration website (<http://www.gsa.gov/portal/category/100120>).
- Sub-consultant costs are reimbursed as a "direct expense" at actual costs (invoice/receipts required).
- An annual rate adjustment request must be submitted to the City of San Diego in writing for approval. Written justification for the rate adjustment must be submitted to the City of San Diego 60 days before the Agreement anniversary date. Said proposed adjustment shall be at most 3%, and the City of San Diego must approve any rate adjustments in writing before they become effective.
- Personnel Classifications not listed in this Exhibit will be billed at the rate approved by the City's Construction Manager on a case-by-case basis. If additional billing classifications are approved, the Consultant shall coordinate a discussion with the City to concur on billing rates before work is performed.
- In case of conflict between your notes and the City's notes on Exhibit C, the City's notes control.
- Overtime and Doubletime rates will be apply when required by Prevailing Wage or CA Labor Law.



City of San Diego As-Needed CM Services Contract
 Contract No.: H2326236, H2326237, H2326238
 Sub Consultant Firm: San Dieguito Engineering, Inc.

EXHIBIT C

Employee Name	Classification	Hourly Rate	Multiplier	Hourly Rate Yr. 1	Hourly Rate OT Yr. 1
Dennis Dodson, PLS	Senior Land Surveyor	\$58.30	3.359	\$195.81	\$293.72
Dennis Dodson, PLS	Chainman/Rodman - PW	\$85.93	3.359	\$288.62	\$297.88
Byram Jennex	Associate Land Surveyor- Non PW Rate	\$50.88	3.359	\$170.89	\$256.34
Byram Jennex	Chief of Party-PW Rate	\$91.38	3.359	\$306.92	\$190.77
Eric Christianson	Associate Land Surveyor	\$42.40	3.359	\$142.41	\$213.62
Eric Christianson	Chief of Party- PW Rate	\$91.38	3.359	\$306.92	\$382.99
Thomas Wickham	Associate Land Surveyor	\$43.50	3.359	\$146.11	\$219.16
Thomas Wickham	Chainman/Rodman - PW	\$85.93	3.359	\$288.62	\$163.10

* PW - Prevailing wage rates based on California DIR Determination No. SD-23-63-3-2023-2D

** Overtime and Doubletime rates may apply to prevailing wage work performed on a Saturday or Sunday, or in excess of 8 hours in a day.

Item	Detail

Multiplier Breakdown

Direct Labor	100.00%	CPA Audit
Indirect Cost Rate	205.34%	
Subtotal	305.34%	
Profit	10%	
Multiplier =	3.359	

- The mileage reimbursement rate will be at the current City of San Diego mileage rate (mileage log required).
- Travel expenses for the lowest cost-effective airfare, train, and/or car rental will be reimbursed at actual costs (receipts required).
- Lodging and Per Diem will be reimbursed at actual costs (receipts required) up to the maximum allowance for the San Diego area as published/posted on the U.S. General Services Administration website (<http://www.gsa.gov/portal/category/100120>).
- Sub-consultant costs are reimbursed as a "direct expense" at actual costs (invoice/receipts required).
- An annual rate adjustment request must be submitted to the City of San Diego in writing for approval. Written justification for the rate adjustment must be submitted to the City of San Diego 60 days before the Agreement anniversary date. Said proposed adjustment shall be at most 3%, and the City of San Diego must approve any rate adjustments in writing before they become effective.
- Personnel Classifications not listed in this Exhibit will be billed at the rate approved by the City's Construction Manager on a case-by-case basis. If additional billing classifications are approved, the Consultant shall coordinate a discussion with the City to concur on billing rates before work is performed.
- In case of conflict between your notes and the City's notes on Exhibit C, the City's notes control.
- Overtime and Doubletime rates will be apply when required by Prevailing Wage or CA Labor Law.



City of San Diego As-Needed CM Services Contract
 Contract No.: H2326236, H2326237, H2326238
 Sub Consultant Firm: Schneider CM

EXHIBIT C

Employee Name	Classification	Hourly Rate	Multiplier	Hourly Rate Yr. 1	Hourly Rate OT Yr. 1
Robert Polley	Construction Manager/Resident Engineer	\$77.71	Market	\$185.49	\$278.24
Craig Hutchins	Construction Manager/Resident Engineer	\$73.51	Market	\$175.47	\$263.20

* PW - Prevailing wage rates based on California DIR Determination No. SD-23-63-3-2023-2D

** Overtime and Doubletime rates may apply to prevailing wage work performed on a Saturday or Sunday, or in excess of 8 hours in a day.

Item	Detail

Multiplier Breakdown

Direct Labor	Market Rate
Indirect Cost Rate	
Subtotal	
Profit	
Multiplier =	Market Rate

1. The mileage reimbursement rate will be at the current City of San Diego mileage rate (mileage log required).
2. Travel expenses for the lowest cost-effective airfare, train, and/or car rental will be reimbursed at actual costs (receipts required).
3. Lodging and Per Diem will be reimbursed at actual costs (receipts required) up to the maximum allowance for the San Diego area as published/posted on the U.S. General Services Administration website (<http://www.gsa.gov/portal/category/100120>).
4. Sub-consultant costs are reimbursed as a "direct expense" at actual costs (invoice/receipts required).
5. An annual rate adjustment request must be submitted to the City of San Diego in writing for approval. Written justification for the rate adjustment must be submitted to the City of San Diego 60 days before the Agreement anniversary date. Said proposed adjustment shall be at most 3%, and the City of San Diego must approve any rate adjustments in writing before they become effective.
6. Personnel Classifications not listed in this Exhibit will be billed at the rate approved by the City's Construction Manager on a case-by-case basis. If additional billing classifications are approved, the Consultant shall coordinate a discussion with the City to concur on billing rates before work is performed.
7. In case of conflict between your notes and the City's notes on Exhibit C, the City's notes control.
8. Overtime and Doubletime rates will be apply when required by Prevailing Wage or CA Labor Law.



City of San Diego As-Needed CM Services Contract
Contract No.: H2326236, H2326237, H2326238
Sub Consultant Firm: Tierra Data

EXHIBIT C

Employee Name	Classification	Hourly Rate	Multiplier	Hourly Rate Yr. 1	Hourly Rate OT Yr. 1
James Kellogg	Sr. GIS Specialist/Sr. Scientist	\$50.80	2.735	\$138.96	\$138.96
James Kellogg	Biological Monitor- PW Grp 2*	\$83.25	2.735	\$227.72	\$341.58
Derek Langsford	Primary Qualified Biologist	\$47.82	2.735	\$130.81	\$130.81
Derek Langsford	Biological Monitor- PW Grp 2*	\$83.25	2.735	\$227.72	\$341.58
Cai Leao	Biological Monitor	\$30.00	2.735	\$82.06	\$82.06
Cai Leao	Biological Monitor- PW Grp 2*	\$83.25	2.735	\$227.72	\$341.58
Beth Sabiston	Biologist/Biological Monitor	\$37.00	2.735	\$101.21	\$101.21
Beth Sabiston	Biological Monitor- PW Grp 2*	\$83.25	2.735	\$227.72	\$341.58
Scott Snover	GIS Specialist/Biologist	\$30.80	2.735	\$84.25	\$84.25
Scott Snover	Biological Monitor- PW Grp 2*	\$83.25	2.735	\$227.72	\$341.58
Josediego Uribe-Horta	Biologist/Biological Monitor	\$33.50	2.735	\$91.63	\$91.63
Josediego Uribe-Horta	Biological Monitor- PW Grp 2*	\$83.25	2.735	\$227.72	\$341.58
Ben Van Allen	Sr. Ecologist	\$40.92	2.735	\$111.93	\$111.93

* PW - Prevailing wage rates based on California DIR Determination No. SD-23-63-3-2023-1D

*This category of work may be covered under prevailing wage determination SD-23-63-3-2023-1D. Biological Monitoring is included in the expanded coverage definition, published by Caltrans, and under AB1768. Prevailing wage billing rates are provided above for any staff impacted by this change. If the DIR directs that this work requires payment of prevailing wage, the above rates will be used, including retroactively, as required to comply with the DIR.

** Overtime and Doubletime rates may apply to prevailing wage work performed on a Saturday or Sunday, or in excess of 8 hours in a day.

Item	Detail
Acoustic Monitoring Equipment	\$200/day

Multiplier Breakdown

Direct Labor	100.00%	CPA Audited
Indirect Cost Rate	148.67%	
Subtotal	248.67%	
Profit	10%	
Multiplier =	2.735	

1. The mileage reimbursement rate will be at the current City of San Diego mileage rate (mileage log required).
2. Travel expenses for the lowest cost-effective airfare, train, and/or car rental will be reimbursed at actual costs (receipts required).
3. Lodging and Per Diem will be reimbursed at actual costs (receipts required) up to the maximum allowance for the San Diego area as published/posted on the U.S. General Services Administration website (<http://www.gsa.gov/portal/category/100120>).
4. Sub-consultant costs are reimbursed as a "direct expense" at actual costs (invoice/receipts required).
5. An annual rate adjustment request must be submitted to the City of San Diego in writing for approval. Written justification for the rate adjustment must be submitted to the City of San Diego 60 days before the Agreement anniversary date. Said proposed adjustment shall be at most 3%, and the City of San Diego must approve any rate adjustments in writing before they become effective.
6. Personnel Classifications not listed in this Exhibit will be billed at the rate approved by the City's Construction Manager on a case-by-case basis. If additional billing classifications are approved, the Consultant shall coordinate a discussion with the City to concur on billing rates before work is performed.
7. In case of conflict between your notes and the City's notes on Exhibit C, the City's notes control
8. Overtime and Doubletime rates will be apply when required by Prevailing Wage or CA Labor Law.



City of San Diego As-Needed CM Services Contract
Contract No.: H2326236, H2326237, H2326238
Sub Consultant Firm: TRC

EXHIBIT C

Employee Name	Classification	Hourly Rate	Multiplier	Hourly Rate Yr. 1	Hourly Rate OT Yr. 1
Jim Devey, PE, QSD	Resident Engineer	\$109.66	2.550	\$279.61	\$279.61
Jim Devey, PE, QSD	CMRE/Inspector - PW Group 2	\$109.66	2.550	\$279.61	\$334.44
Ted Pittman	Asst. Resident Engineer	\$71.43	2.550	\$182.13	\$182.13
Ted Pittman	CMRE/Inspector - PW Group 2	\$85.29	2.550	\$217.47	\$239.19
Ron Hehman	Asst. Resident Engineer	\$80.34	2.550	\$204.85	\$204.85
Ron Hehman	CMRE/Inspector - PW Group 2	\$84.12	2.550	\$214.49	\$245.02
Amy Comte, CPESC, CESSWI, QSD, ToR	Stormwater Manager	\$70.04	2.550	\$178.59	\$178.59
Amy Comte, CPESC, CESSWI, QSD, ToR	Stormwater Inspector - PW Grp 2	\$80.81	2.550	\$206.05	\$228.85
Matthew Tsugawas, RLA, QSD	Landscape Architect	\$84.15	2.550	\$214.57	\$214.57
Matthew Tsugawas, RLA, QSD	Landscape Inspector - PW Grp 2	\$84.15	2.550	\$214.57	\$256.64
Mike Moen, PE, QSD	Civil Inspector	\$82.40	2.550	\$210.10	\$210.10
Mike Moen, PE, QSD	Civil Inspector - PW Grp 2	\$86.93	2.550	\$221.65	\$251.30

* PW - Prevailing wage rates based on California DIR Determination No. SD-23-63-3-2023-2D

** Overtime and Doubletime rates may apply to prevailing wage work performed on a Saturday or Sunday, or in excess of 8 hours in a day.

Item	Detail

Multiplier Breakdown

Direct Labor	100.00%
Indirect Cost Rate	131.80%
Subtotal	231.80%
Profit	10%
Multiplier =	2.550

Caltrans Audited

- The mileage reimbursement rate will be at the current City of San Diego mileage rate (mileage log required).
- Travel expenses for the lowest cost-effective airfare, train, and/or car rental will be reimbursed at actual costs (receipts required).
- Lodging and Per Diem will be reimbursed at actual costs (receipts required) up to the maximum allowance for the San Diego area as published/posted on the U.S. General Services Administration website (<http://www.gsa.gov/portal/category/100120>).
- Sub-consultant costs are reimbursed as a "direct expense" at actual costs (invoice/receipts required).
- An annual rate adjustment request must be submitted to the City of San Diego in writing for approval. Written justification for the rate adjustment must be submitted to the City of San Diego 60 days before the Agreement anniversary date. Said proposed adjustment shall be at most 3%, and the City of San Diego must approve any rate adjustments in writing before they become effective.
- Personnel Classifications not listed in this Exhibit will be billed at the rate approved by the City's Construction Manager on a case-by-case basis. If additional billing classifications are approved, the Consultant shall coordinate a discussion with the City to concur on billing rates before work is performed.
- In case of conflict between your notes and the City's notes on Exhibit C, the City's notes control.
- Overtime and Doubletime rates will be apply when required by Prevailing Wage or CA Labor Law.



City of San Diego As-Needed CM Services Contract
Contract No.: H2326236, H2326237, H2326238
Sub Consultant Firm: TSAC Engineering

EXHIBIT C

Employee Name	Classification	Hourly Rate	Multipl lier	Hourly Rate Yr. 1	Hourly Rate OT Yr. 1
Steve McPartland	Contract Administration	\$93.75	2.552	\$239.25	\$239.25
Dale Shrum	Construction Manager	\$89.00	2.552	\$227.13	\$227.13
Dale Shrum	CMRE/Inspector - PW Grp 2	\$89.00	2.552	\$227.13	\$340.69
Adam Weirich	Construction Manager	\$89.00	2.552	\$227.13	\$227.13
Adam Weirich	CMRE/Inspector - PW Grp 2	\$89.00	2.552	\$227.13	\$340.69

Item	

Multiplier Breakdown

Direct Labor	100.00%	Self Prepared
Indirect Cost Rate	132.00%	
Subtotal	232.00%	
Profit	10%	
Multiplier =	2.552	

1. The mileage reimbursement rate will be at the current City of San Diego mileage rate (mileage log required).
2. Travel expenses for the lowest cost-effective airfare, train, and/or car rental will be reimbursed at actual costs (receipts required).
3. Lodging and Per Diem will be reimbursed at actual costs (receipts required) up to the maximum allowance for the San Diego area as published/posted on the U.S. General Services Administration website (<http://www.gsa.gov/portal/category/100120>).
4. Sub-consultant costs are reimbursed as a "direct expense" at actual costs (invoice/receipts required).
5. An annual rate adjustment request must be submitted to the City of San Diego in writing for approval. Written justification for the rate adjustment must be submitted to the City of San Diego 60 days before the Agreement anniversary date. Said proposed adjustment shall be at most 3%, and the City of San Diego must approve any rate adjustments in writing before they become effective.
6. Personnel Classifications not listed in this Exhibit will be billed at the rate approved by the City's Construction Manager on a case-by-case basis. If additional billing classifications are approved, the Consultant shall coordinate a discussion with the City to concur on billing rates before work is performed.
7. In case of conflict between your notes and the City's notes on Exhibit C, the City's notes control
8. Overtime and Doubletime rates will be apply when required by Prevailing Wage or CA Labor Law.



City of San Diego As-Needed CM Services Contract
Contract No.: H2326236, H2326237, H2326238
Sub Consultant Firm: UNICO Engineering, Inc.

EXHIBIT C

Employee Name	Classification	Hourly Rate	Multiplier	Hourly Rate Yr. 1	Hourly Rate OT Yr. 1
Hossein Nahibzadeh	Construction Manager	\$87.55	2.694	\$235.87	\$235.87
Claudio Santos	Construction Inspector	\$66.95	2.694	\$180.37	\$180.37
Claudio Santos	Civil Inspector - PW Group 2	\$66.95	1.617	\$119.06	\$152.54
Craig Lozano	Construction Inspector	\$66.95	2.694	\$180.37	\$180.37
Craig Lozano	Civil Inspector - PW Group 2	\$66.95	1.617	\$119.06	\$152.54
Susan Pinal, PE	Asst. Resident Engineer/Office Engineer	\$71.07	2.694	\$191.47	\$191.47
Thomas Roberts, PE	Asst. Resident Engineer/Office Engineer	\$66.95	2.694	\$180.37	\$180.37

* PW - Prevailing wage rates based on California DIR Determination No. SD-23-63-3-2023-2D

** Overtime and Doubletime rates may apply to prevailing wage work performed on a Saturday or Sunday, or in excess of 8 hours in a day.

Item	

Multiplier Breakdown

Direct Labor	100.00%
Indirect Cost Rate- Home	144.92%
Subtotal	244.92%
Direct Labor	100.00%
Indirect Cost Rate- Field	61.67%
Subtotal	161.67%
Profit	10%
Multiplier =	2.694
Multiplier =	1.617

Caltrans Reviewed

- The mileage reimbursement rate will be at the current City of San Diego mileage rate (mileage log required).
- Travel expenses for the lowest cost-effective airfare, train, and/or car rental will be reimbursed at actual costs (receipts required).
- Lodging and Per Diem will be reimbursed at actual costs (receipts required) up to the maximum allowance for the San Diego area as published/posted on the U.S. General Services Administration website (<http://www.gsa.gov/portal/category/100120>).
- Sub-consultant costs are reimbursed as a "direct expense" at actual costs (invoice/receipts required).
- An annual rate adjustment request must be submitted to the City of San Diego in writing for approval. Written justification for the rate adjustment must be submitted to the City of San Diego 60 days before the Agreement anniversary date. Said proposed adjustment shall be at most 3%, and the City of San Diego must approve any rate adjustments in writing before they become effective.
- Personnel Classifications not listed in this Exhibit will be billed at the rate approved by the City's Construction Manager on a case-by-case basis. If additional billing classifications are approved, the Consultant shall coordinate a discussion with the City to concur on billing rates before work is performed.
- In case of conflict between your notes and the City's notes on Exhibit C, the City's notes control.
- Overtime and Doubletime rates will be apply when required by Prevailing Wage or CA Labor Law.

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

CONSULTANT REQUIREMENTS

TABLE OF CONTENTS

I. City’s Equal Opportunity Commitment.....1

II. Nondiscrimination in Contracting Ordinance2

III. Equal Employment Opportunity Outreach Program2

IV. Disadvantaged Business Enterprise (DBE) Requirements3

V. Maintaining Participation Levels5

VI. Definitions.....6

VII. Certification.....7

VIII. List of Attachments.....8

 AA. Disclosure of Discrimination Complaints9

 BB. Work Force Report.....10

 CC. Subcontractors List.....14

 DD. List of Services Made Available (Form AA61).....15

 EE. Summary of Subconsultant Proposals Received (Form AA62)..... 16

 FF. Good Faith Effort List of Subcontractors Solicited (Form AA63).....17

 GG. SWRCB Form 4500-2: DBE Subcontractor Participation Form.....18

 HH. SWRCB Form 4500-3: DBE Subcontractor Performance Form.....20

 II. SWRCB Form 4500-4: DBE Subcontractor Utilization Form22

 JJ. Disadvantaged Business Enterprise (DBE) Utilization (CASRF Form UR-334).....24

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. Disadvantaged Business Enterprise (DBE) Requirements. The City seeks to foster a business climate of inclusion and to eliminate barriers to inclusion. The City encourages Proposers to seek and use DBE firms for this solicitation. Proposers agree that they will cooperate and assist the City in fulfilling the DBE Good Faith Effort (GFE) Requirement achieving “fair share objectives” and will exercise the six affirmative steps to achieve such minimum participation of small, minority and women owned businesses.

A. Good Faith Efforts:

1. The Proposer shall demonstrate that efforts were made to attract DBEs on this contract. The Good Faith effort requires the Proposer and any subcontractors to take the steps listed below to assure that DBEs are used whenever possible as sources of supplies, construction, equipment, or services, even if the Proposer has achieved its fair share objectives.
2. The Six Affirmative Steps are:
 - i. Ensure DBEs are made aware of contracting opportunities to the fullest extent practical through outreach and recruitment activities. For Tribal, State, and Local Government Recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
 - ii. Make information on forthcoming opportunities available to DBEs. Posting solicitations for bids or proposals for a minimum of 30 calendar days in a local newspaper, before the proposal due date.
 - iii. Consider in the contracting process whether firms competing for large contracts should subcontract with DBEs. This will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process. Include with the GFE documentation a completed form AA61 (Attachment DD), “List of Work Made Available.”
 - iv. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
 - v. Use the services and assistance of the U.S. Small Business Administration (SBA) and the Minority Business Development Agency (MBDA) of the Department of Commerce. See DBE Potential Resources for additional information.
 - vi. If the Proposer awards subcontracts, the Proposer shall take the steps in (1) through (5) above.
3. The following forms must be completed and submitted with the proposal:
 - i. Attachment HH - SWRCB Form 4500-3: DBE Subcontractor Performance Form
 - ii. Attachment II - SWCRB Form 4500-4: DBE Subcontractor Utilization Form

4. The following forms must be completed and submitted with GFE documentation:
 - i. List of Services Made Available (Form AA61)
 - ii. Summary of Subconsultants Proposals Received (Form AA62)
 - iii. Good Faith Effort List of Subcontractors Solicited (Form AA63)

5. The Proposer shall provide Attachment GG - SWRCB Form 4500-2: DBE Subcontractor Participation Form to all DBE subcontractors prior to the award of any contract. DBE subcontractors will utilize this form to describe work received and/or report any concerns regarding the project. Form can be submitted to the DBE coordinator at any time during the project period of performance.

B. DBE Potential Resource Centers:

1. Utilization of US Small Business Administration and Minority Business Development Agency (MBDA) resources is required at no cost. These agencies offer several services, including Internet access to databases of DBEs.
2. For additional assistance, the Proposers can telephone the local offices of both agencies in their area (SBA Minority Enterprise Development Offices and DOC MBDA Regional Centers). The Internet web sites also include names, addresses, and phone or fax numbers of local SBA and MBDA centers. Do not write to these sources.
3. The Proposer shall provide documentation that the local SBA/MBDA offices or web sites were notified of the contracting bid opportunity at least 30 Calendar Days prior to Proposal due date and solicitation to DBE subcontractors at least 10 Working Days prior to Proposal due date. Documentation shall not only include the efforts to contact the information sources and list the Contract opportunity, but also the solicitation and response to the bid request.
4. Include qualified DBEs on solicitation lists and record the information on Form AA63 (Attachment FF). Solicitation shall be as broad as possible.
5. If DBE sources are not located, explain why and describe the efforts made.
6. The Proposer shall send invitations to at least 10 (or all, if less than 10) DBE vendors for each item of work referred by sources contacted. The invitations shall adequately specify the items for which bids are requested. The record of “good faith” efforts shall indicate a real desire for a positive response, such as a certified mail receipt or a documented telephone conversation.
7. A regular letter or an unanswered telephone call is not an adequate “good faith” effort. A list of all sub-bidders, including the bidders not selected and non DBE Subcontractors, and bid amount for each item of the Work shall be submitted on Form AA62 (Attachment EE). If a low bid was not accepted, an explanation shall be provided.

Federal Agencies (must be contacted and solicitations posted on their websites):

Name and Address	Telephone and Web Site
U.S. Small Business Administration	(415) 744-6820 Extension 0
455 Market Street, Suite 600	Dynamic Small Business Search: https://dsbs.sba.gov/search/dsp_dsbs.cfm

EXHIBIT D

Name and Address	Telephone and Web Site
San Francisco, CA 94105	Bid Notification: https://catalog.data.gov/dataset/subcontracting-network-subnet-system
RE: Minority Enterprise Development Offices	(415) 744-7415
U.S. Department of Commerce	Bid Notification:
Minority Business Development Agency	http://www.mbda.gov ³
555 Montgomery Street	RE: Business Development Centers
San Francisco, CA 94111	

State Agencies (must be contacted):

Name and Address	Telephone and Web Site
California Department of Transportation	Mailing Address: PO Box 942874
(CALTRANS) Business Enterprise Program ⁴	Sacramento, CA 94274-0015
1820 Alhambra Blvd.	(916) 227-9599
Sacramento, CA 95816	DBA Database: https://dot.ca.gov/programs/civil-rights/dbe
CA Public Utilities Commission (CPUC) ⁵	Directory: https://sch.supplierclearinghouse.com/FrontEnd/SearchCertifiedDirectory.asp
505 Van Ness Avenue	
San Francisco, CA 94102-3298	

Notes:

1. The Proposer shall use the SBA's Dynamic Business Search database to search for potential subcontractors, suppliers, and/or manufacturers. Proposer **must** provide a copy of search records with GFE documentation.
2. The Proposer shall use SUB-Net to post subcontracting opportunities. The Proposer shall post Subcontractor opportunities at least 15 Working Days prior to bid opening. Small businesses can review this web site to identify opportunities in their areas of expertise. The web site is designed primarily as a place for large businesses to post solicitations and notices. Proposer **must** provide copy of the Display Solicitation Record with the GFE documentation.
3. The Proposer may use MBDA web portal to post subcontracting opportunities. If utilized, the Proposer shall post subcontractor opportunities at least 30 Calendar Days prior to Proposal due date. Small businesses can review this web site to identify opportunities in their areas of expertise. The web site is designed primarily as a place for large businesses to post solicitations and notices. Provide copy of the Offer Overview with the GFE documentation.
4. Based on the federal DBE program, CALTRANS maintains a database and provides directories of minority and woman-owned firms. Proposer **must** provide copy of search records with GFE documentation.

5. CPUC maintains a database of DBE-owned business enterprises and serves to inform the public. Proposer **must** provide copy of search records with GFE documentation.

- B. Annual DBE Utilization Reporting. The Proposer shall report to the City on an annual basis, their utilization of Minority Business Enterprise and Women Business Enterprise subcontractors and suppliers using California State Revolving Funds (CASRF) Form UR-334 (Attachment JJ).
- C. Subcontractor Participation List. The Subcontractor Participation List (Attachment CC) shall indicate the Name and Address, Scope of Services, Percent of Total Proposed Contract Amount, Certification Status and Where Certified for each proposed Subcontractor/Subconsultant.

V. **Maintaining Participation Levels.**

- ii. Consultants are required to achieve and maintain the DBE participation levels throughout the duration of the goods, services, or consultant contract.
- iii. If the City modifies the original specifications, the Consultant shall make reasonable efforts to maintain the DBE participation based on commitment levels made in the original proposal. The City must approve in writing the reduction in DBE participation levels.
- iv. 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 DBE subcontractor.
- v. Consultant's failure to maintain DBE 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.

VI. **Definitions.**

Commercially Useful Function: a Disadvantaged Business Enterprise (DBE) 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 DBE 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 DBE is performing a commercially useful function, an evaluation will be performed of the amount of work subcontracted, normal industry practices, whether the amount the DBE firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors. Specifically, a DBE 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 DBE participation, when in similar transactions in which DBE 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.

VIII. List of Attachments.

- AA. Disclosure of Discrimination Complaints**
- BB. Work Force Report**
- CC. Subcontractors List**
- DD. List of Services Made Available (Form AA61)**
- EE. Summary of Subconsultants Proposals Received (Form AA62)**
- FF. Good Faith Effort List of Subcontractors Solicited (Form AA63)**
- GG. SWCRB Form 4500-2: DBE Subcontractor Participation Form**
- HH. SWCRB Form 4500-3: DBE Subcontractor Performance Form**
- II. SWCRB Form 4500-4: DBE Subcontractor Utilization Form**
- JJ. Disadvantaged Business Enterprise (DBE) Utilization (CASRF Form UR-334)**

DISCLOSURE OF DISCRIMINATION COMPLAINTS

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

CHECK ONE BOX ONLY.

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

While Kleinfelder Construction Services, Inc. has not been the subject of a complaint or legal administrative proceeding alleging that Consultant discriminated against its employees, subcontractors, vendors, or suppliers, in full disclosure we have included a list of such complaints and/or action from our parent company, Kleinfelder, Inc., immediately following this form.

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

Consultant Name Kleinfelder Construction Services, Inc.

Certified By Rich Fitterer, PE Title Area Manager/Vice President

Name



Signature

Date September 11, 2023

USE ADDITIONAL FORMS AS NECESSARY

Attachment AA Disclosure of Discrimination Complaints for Kleinfelder Construction Services's parent company, Kleinfelder, Inc.:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/REMEDIAL ACTION TAKEN
October 2013	Australia	Former employee claiming adverse employment actions, unfair dismissal, and office bullying	N	Matter was settled	None
October 2013	Sacramento, CA	Allegation that work related stress contributed to sudden death of employee	N	Matter was settled	None
March 2014	Sacramento, CA	Termination of employee for harassment	N	Matter was settled	None
March 2014	San Diego, CA	Allegation of age discrimination	N	Matter was settled	None
August 2015	San Diego, CA	Allegation of hostile work environment	N	Received notice	N/A
December 2015	Denver, CO	Allegation of age discrimination	N	Received notice	N/A
December 2015	Australia	Allegation of sexual harassment, hostile work environment, and discrimination	Y	Matter was settled	None
December 2015	Australia	Allegation of sexual harassment, hostile work environment, and discrimination	N	Matter was settled	None
December 2015	Australia	Allegation of sexual harassment, hostile work environment, and discrimination	N	Matter was settled	None
December 2015	Denver, CO	Allegation of discrimination and hostile work environment	N	Received notice	N/A
April 2016	Hamilton, NJ	Complaint of Discrimination	N	Closed	Compliant Filed Not Served, Closed
June 2016	Texas	Allegation of Unprofessional Work Environment	N	Received notice	N/A
October 2016	Merced, CA	Allegation of Harassment, Discrimination, and Hostile Work Environment	N	Received notice	N/A
February 2017	San Diego, CA	Allegation of Discrimination	Y	Closed	Matter Settled
March 2017	San Diego, CA	Allegation of Discrimination	Y	Closed	Ruled in Favor of KLF, Motion of Summary Judgment, Matter Closed
July 2018	Alberta Canada	Allegation of Discrimination	Y	Closed	Matter Settled

Attachment AA Disclosure of Discrimination Complaints for Kleinfelder Construction Services's parent company, Kleinfelder, Inc.:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/REMEDIAL ACTION TAKEN
October 2013	Australia	Former employee claiming adverse employment actions, unfair dismissal, and office bullying	N	Matter was settled	None
October 2013	Sacramento, CA	Allegation that work related stress contributed to sudden death of employee	N	Matter was settled	None
March 2014	Sacramento, CA	Termination of employee for harassment	N	Matter was settled	None
March 2014	San Diego, CA	Allegation of age discrimination	N	Matter was settled	None
August 2015	San Diego, CA	Allegation of hostile work environment	N	Received notice	N/A
December 2015	Denver, CO	Allegation of age discrimination	N	Received notice	N/A
December 2015	Australia	Allegation of sexual harassment, hostile work environment, and discrimination	Y	Matter was settled	None
December 2015	Australia	Allegation of sexual harassment, hostile work environment, and discrimination	N	Matter was settled	None
December 2015	Australia	Allegation of sexual harassment, hostile work environment, and discrimination	N	Matter was settled	None
December 2015	Denver, CO	Allegation of discrimination and hostile work environment	N	Received notice	N/A
April 2016	Hamilton, NJ	Complaint of Discrimination	N	Closed	Compliant Filed Not Served, Closed
June 2016	Texas	Allegation of Unprofessional Work Environment	N	Received notice	N/A
October 2016	Merced, CA	Allegation of Harassment, Discrimination, and Hostile Work Environment	N	Received notice	N/A
February 2017	San Diego, CA	Allegation of Discrimination	Y	Closed	Matter Settled
March 2017	San Diego, CA	Allegation of Discrimination	Y	Closed	Ruled in Favor of KLF, Motion of Summary Judgment, Matter Closed
July 2018	Alberta Canada	Allegation of Discrimination	Y	Closed	Matter Settled

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

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

A. 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: Kleinfelder Construction Services, Inc.

ADA/DBA: N/A

Address (Corporate Headquarters, where applicable): 5761 Copley Drive, Suite 100

City: San Diego County: San Diego State: CA Zip: 92111

Telephone Number: 858-223-8500 Fax Number: 858-223-8499

Name of Company CEO: Louis Armstrong

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

Address: 770 First Ave. Suite 400

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

Telephone Number: 858-705-0768 Fax Number: 858-223-8499 Email: rfitterer@kleinfelder.com

Type of Business: Engineering and Construction Management Type of License: Civil/Structural Engineering

The Company has appointed: Terri London

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: 5761 Copley Drive, Suite, San Diego, CA 92111

Telephone Number: 858-223-8478 Fax Number: 858-223-8499 Email: tlondon@kleinfelder.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 Kleinfelder Construction 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 11th day of September, 2023


(Authorized Signature)

Rich Fitterer, PE
(Print Authorized Signature Name)

SUBCONTRACTOR PARTICIPATION LIST

This list shall include the name and complete address of all Subcontractors who qualify as **MBEs** and **WBEs**. Consultants must also list participation by any DBE, SLBE, ELBE, DBVE and OBE firms.

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 MBE/WBE 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	MBE/WBE (DBE/ SLBE/ELBE/ DVBE/OBE*)	WHERE CERTIFIED**
Kleinfelder, Inc. 770 First Avenue, Suite 400, San Diego, CA 92101	Materials Sampling and Testing	4%	OBE	N/A
Anser Advisory Management, LLC dba Anser Advisory 2677 N. Main Street, Suite 400, Santa Ana, CA 92705	Construction Management, Inspection, Administration	3%	OBE	N/A
Ardurra Group, Inc. 4921 Memorial Highway, Suite 300, Tampa, FL 33631	Construction Management, Inspection, Administration	2%	OBE	N/A
Belcourt Engineering Group, LLC 11457 Vista Ridge, San Diego, CA 92130	Construction Management, Administration	2%	SBE/SLBE	CA DGS/City of SD
Blue Lake Civil 7746 Blue Lake Drive San Diego, CA 92119	Construction Management, Inspection, Administration	1%	WBE/DBE/ SBE/SLBE	CPUC/Caltrans CUCP/CA DGS/City of SD
CA Wehsener Engineering, Inc. 2307 Fenton Parkway, #107-119, San Diego, CA 92108	Construction Management, Electrical Inspection	1%	SBE	CA DGS
CPM Partners, Inc. 535 Encinitas Blvd, Suite 114, Encinitas, CA 92024	Construction Management, Inspection, Administration	2%	SMBE/SWBE/DBE /SBE/SLBE	Caltrans CUCP/CA DGS/City of SD
Gateway Pacific Management, Inc. 930 Hornblend St., Suite 1, San Diego, CA 92109	Construction Management, Inspection, Administration	2%	SWBE/DBE/ SBE/SLBE	Caltrans CUCP/CA DGS/City of SD
Ghirardelli Associates, Inc. 11440 West Bernardo Court, Suite 300 San Diego, CA 92127	Construction Management, Inspection, Administration	2%	OBE	N/A
La Salle Solutions LLC 900 F St. Ste. 128, San Diego, Ca 92101	Construction Management, Inspection	2%	DBE/SBE/SLBE	Caltrans CUCP/CA DGS/City of SD
MTGL, Inc. 7742 Arjons Drive, San Diego, California 92126	Materials Sampling and Testing	2%	MBE/WBE/ DBE/SBE	CPUC/Caltrans CUCP/CA DGS

NV5, Inc. 15092 Avenue of Science, Suite 200, San Diego, CA 92128]	Construction Management, Inspection, Administration	5%	OBE	N/A
On-Site Technical Services Inc. 12842 Valley View, Suite 108, Garden Grove, CA. 92845	Fabrication, Mechanical, Electrical, Civil Inspection	1%	SBE	CA DGS
Reddy Engineering Service, Inc. 3160 Camino del Rio S, Ste 103, San Diego, CA 92108	Construction Management, Inspection, Administration, landscape inspection	2%	DBE/SBE/ SLBE/ELBE	Caltrans CUCP/CA DGS/City of SD
RF Yeager Engineering, Inc. 1016 Broadway, Suite A, El Cajon, CA 92021	Corrosion Engineering/ Inspection	1%	SBE/DVBE/SLBE	CA DGS/CPUC/City of SD
Rockwell Construction Services, LLC 31480 Justin Place, Valley Center, CA 92082	Construction Management, Inspection, Administration	1%	SLBE/ELBE	City of SD
San Dieguito Engineering, Inc. 1911 Palomar Oaks Way, Suite 200, Carlsbad, CA 92008	Land Surveying	2%	MBE/WBE/DBE/ SBE	CPUC/Caltrans CUCP/CA DGS
Schneider CM, Inc. 6353 El Camino Real, Suite C, Carlsbad, CA 92009	Construction Management, Inspection	2%	SBE	CA DGS
Tierra Data, Inc. 10110 W. Lilac Road, Escondido, CA 92026	Environmental Monitoring and Biological Services	2%	WBE/SBE/SLBE	CPUC/CA DGS/City of SD
TRC Engineers, Inc. 4393 Viewridge Ave., Suite A, San Diego, CA 92123	Construction Management, Inspection, Administration	4%	OBE	N/A
TSAC Engineering 12121 Scripps Summit Drive, Suite 150, San Diego, CA 92131	Construction Management, Inspection, Administration	2%	WBE/SBE	CPUC/CA DGS
UNICO Engineering, Inc. 110 Blue Ravine Road, Suite 101, Folsom, CA 95630	Construction Management, Inspection	2%	MBE/DBE/SBE	CPUC/Caltrans CUCP/CA DGS

List of Abbreviations:

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

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

* Listed for informational purposes only.

LIST OF SERVICES MADE AVAILABLE

List items of the Services the Proposer made available to DBE firms. Identify those items of the Services the Proposer might otherwise perform with its own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, show the percentage of the Estimated Fee. The Proposer must demonstrate that enough work to meet the goal was made available to DBE firms.

ITEM OF SERVICE MADE AVAILABLE	NAICS CODE	PROPOSER NORMALLY PERFORMS ITEM (Y/N)	ITEM BROKEN DOWN TO FACILITATE PARTICIPATION (Y/N)	PERCENTAGE OF ESTIMATED FEE
Landscape Architectural Services	541320	No	Yes	2%
Engineering Services	541330	Yes	Yes	2%
Building Inspection Services	541350	Yes	Yes	2%
Surveying and Mapping (except Geophysical) Services	541370	No	Yes	2%
Testing Laboratories and Services	541380	No	Yes	2%
Environmental Consulting Services	541620	No	Yes	2%

SUMMARY OF SUBCONSULTANT PROPOSALS RECEIVED

Type of Services	NAICS CODES	Company Name	Selected (Y/N)	DBE	Non-DBE	Explanation for not Selecting
Landscape Architectural Services	541320	Studio West Landscape Architecture and Planning	N		X	Experience didn't meet requirements for scope of work
Landscape Architectural Services	541320	Reddy Engineering Services, Inc.	Y	X		
Engineering Services	541330	Blue Lake Civil	Y	X		
Engineering Services	541330	Gateway Pacific Management, Inc.	Y	X		
Engineering Services	541330	Reddy Engineering Services, Inc.	Y	X		
Engineering Services	541330	San Dieguito Engineering, Inc.	Y	X		
Engineering Services	541330	UNICO Engineering, Inc.	Y	X		
Engineering Services	541330	RT Engineering & Associates, Inc.	N	X		Scope filled by another DBE firm
Testing Laboratories and Services	541380	MTGL, Inc.	Y	X		
Testing Laboratories and Services	541380	CQMS, Construction Quality Management Solutions	Y	X		Submitted staff not local
Environmental Consulting Services	541620	Tierra Data, Inc.	Y	X		
Building Inspection Services	541350	CPM Partners, Inc.	Y	X		
Engineering Services	541330	UNICO Engineering, Inc.	Y	X		
Environmental Consulting Services	541620	Leopold Biological Services	N	X		Scope filled by another DBE firm
Environmental Consulting Services	541620	Loveless Linton, Inc.	N	X		Scope filled by another DBE firm
Landscape Architectural Services	541320	Garbini & Garbini Landscape Architecture, Inc.	N	X		Firm informed us they were not taking on any new contracts

USE ADDITIONAL FORMS AS NECESSARY

**GOOD FAITH EFFORT LIST OF SUBCONTRACTORS SOLICITED
DISADVANTAGE BUSINESS ENTERPRISE (DBE)**

Contractor Name	Contractor Address	How Located	Date of Contact	Contact Method	Service Description	Response (Yes/No)
Cityplace Planning, Inc.	501 West Broadway, Suite A-143, San Diego, CA 92101	Caltrans CUPC	7/7/2023	Email	Landscape Architectural Services (NAICS 541320)	No
Garbini & Garbini Landscape Architecture, Inc.	4725 Norma Drive, San Diego, CA 92115	Caltrans CUPC	7/7/2023	Email	Landscape Architectural Services (NAICS 541320)	Yes
KDA Landscape Architects	325 7th Avenue Unit 214 San Diego, CA 92101	Caltrans CUPC	7/7/2023	Email	Landscape Architectural Services (NAICS 541320)	No
Reddy Engineering Services, Inc.	3160 Camino Del Rio South, Suite 103, San Diego, CA 92108	Caltrans CUPC	6/21/2023	Phone/Email	Landscape Architectural Services (NAICS 541320), Engineering Services (NAICS 541330), Building Inspection Services (NAICS 541350)	Yes
Teshima Design Group	9903 Business Park Avenue, Suite 101, San Diego, CA 92131	Caltrans CUPC	7/7/2023	Email	Landscape Architectural Services (NAICS 541320)	No
DeLorenzo International, Inc.	3954 Murphy Canyon Rd., Suite D206, San Diego, CA 92123	CPUC	7/7/2023	Email	Landscape Architectural Services (NAICS 541320)	No
Lastras De Gertler Landscape Architects Inc.	1005 Rosecrans Street, Suite 201, San Diego, CA 92106	CPUC	7/7/2023	Email	Landscape Architectural Services (NAICS 541320)	No
Studio West Landscape Architecture and Planing	3625 Ruffin Rd., Suite 108, San Diego, CA 92123	CPUC	7/7/2023	Email	Landscape Architectural Services (NAICS 541320)	Yes
Accent Engineering & Construction, Inc.	10679 Westview Parkway, 2nd Floor, San Diego, CA 92126	SBA	7/7/2023	Email	Landscape Architectural Services (NAICS 541320)	No
Premier Mechanical Group, Inc.	1201 Simpson Way, Escondido, CA 92029	SBA	7/7/2023	Email	Landscape Architectural Services (NAICS 541320)	No
Aguirre Engineering Inc.	8363 Center Drive, Suite 5a, La Mesa, CA 91942	Caltrans CUPC	7/7/2023	Email	Engineering Services (NAICS 541330)	No
Allied Geotechnical Engineers, Inc.	9500 Cuyamaca St., Ste 102, Santee, CA 92071	Caltrans CUPC	7/7/2023	Email	Engineering Services (NAICS 541330)	No
Blue Lake Civil	5480 Baltimore Drive, Suite 215, La Mesa, CA 91942	Caltrans CUPC	7/6/2023	Phone/Email	Engineering Services (NAICS 541330)	Yes
Gateway Pacific Management, Inc.	930 Hornblend St., Suite 1, San Diego, CA 92109	Caltrans CUPC	6/21/2023	Phone/Email	Engineering Services (NAICS 541330)	Yes
Mission Consulting Services	9418 Mast Boulevard, Santee, CA 92071	Caltrans CUPC	7/7/2023	Email	Engineering Services (NAICS 541330)	No
River Focus, Inc.	4630 Miramonte St, La Mesa, CA 91941	Caltrans CUPC	7/7/2023	Email	Engineering Services (NAICS 541330)	No
RT Engineering & Associates, Inc.	1901 1st Ave. Suite 217, San Diego, CA 92101	Caltrans CUPC	7/7/2023	Email	Engineering Services (NAICS 541330)	Yes

San Dieguito Engineering, Inc.	1911 Palomar Oaks Way, Suite 200, Carlsbad, CA 92008	Caltrans CUPC	6/21/2023	Phone/Email	Engineering Services (NAICS 541330), Surveying and Mapping (except Geophysical) Services (NAICS 541370)	Yes
West Coast Civil, Inc.	9740 Appaloosa Road, Suite 200 San Diego, CA 92131	Caltrans CUPC	7/7/2023	Email	Engineering Services (NAICS 541330)	No
UNICO Engineering, Inc.	110 Blue Ravine Rd, Suite 101, Folsom, CA 95630	Caltrans CUPC, CPUC	7/6/2023	Phone/Email	Engineering Services (NAICS 541330), Surveying and Mapping (except Geophysical) Services (NAICS 541370), Environmental Consulting Services (NAICS 541620)	Yes
Construction Management Systems and Inspections	175 Richeth Rd., San Diego, CA 92114	Caltrans CUPC	7/7/2023	Email	Building Inspection Services (NAICS 541350)	No
CPM Partners, Inc.	535 Encinitas Blvd., Suite 114, Encinitas, CA 92024	Caltrans CUPC	6/21/2023	Phone/Email	Building Inspection Services (NAICS 541350), Environmental Consulting Services (NAICS 541620)	Yes
Creative Builds Corporation	925 B Street, Suite 601, San Diego, CA 92101	Caltrans CUPC	7/7/2023	Email	Building Inspection Services (NAICS 541350)	No
Elysian Contractors Inc.	143 S. Cedros Ave., Suite A-105, Solana Beach, CA 92075	Caltrans CUPC	7/7/2023	Email	Building Inspection Services (NAICS 541350)	No
GC Green Incorporated	655 Opper Street, Escondido, CA 92029	Caltrans CUPC	7/7/2023	Email	Building Inspection Services (NAICS 541350)	No
Testing Services & Inspection Inc	8580 Avenida De La Fuente Ste. K, San Diego, CA 92154	Caltrans CUPC	7/7/2023	Email	Building Inspection Services (NAICS 541350), Testing Laboratories and Services (NAICS 541380)	No
Premier Mechanical Group Inc	1201 Simpson Way, Escondido, CA 92029	SBA	7/7/2023	Email	Building Inspection Services (NAICS 541350)	No
ADV-SOC, INC.	2831 Camino Del Rio S. Ste 214, San Diego, CA 92108	SBA	7/7/2023	Email	Building Inspection Services (NAICS 541350)	No
JM Ideal Construction Inc	2875 Calle Salida Del Sol, San Diego, CA 92139	SBA	7/7/2023	Email	Building Inspection Services (NAICS 541350)	No
Aguirre Engineering Inc.	8363 Center Drive, Suite 5a, La Mesa, CA 91942	Caltrans CUPC/SBA	7/7/2023	Email	Surveying and Mapping (except Geophysical) Services (NAICS 541370)	No
ALTA Land Surveying, Inc	9517 Grossmont Summit Drive, La Mesa, CA 91941	Caltrans CUPC	7/7/2023	Email	Surveying and Mapping (except Geophysical) Services (NAICS 541370)	No
ALYSON Corporation	1233 Avenida Naranja, Ramona, CA 92065	Caltrans CUPC	7/7/2023	Email	Surveying and Mapping (except Geophysical) Services (NAICS 541370)	No
Berggren Land Surveying & Mapping, Inc. dba/Berggren	6046 Cornerstone Court West, #116, San Diego, CA 92121	Caltrans CUPC	7/7/2023	Email	Surveying and Mapping (except Geophysical) Services (NAICS	No

& Associates					541370)	
MC2 Engineering And Surveying Solutions	38 W. Fourth St., Calexico, CA 92231	Caltrans CUPC	7/72023	Email	Surveying and Mapping (except Geophysical) Services (NAICS 541370)	No
SRK Engineering	2615 Auto Park Way, #105, Escondido, CA 92029	Caltrans CUPC	7/72023	Email	Surveying and Mapping (except Geophysical) Services (NAICS 541370), Testing Laboratories and Services (NAICS 541380)	No
Tierra Data Inc	10110 W. Lilac Rd, Escondido, CA 92026	Caltrans CUPC/SBA	6/21/2023	Phone/Email	Surveying and Mapping (except Geophysical) Services (NAICS 541370)	Yes
Torrey Pines Environmental	4186 San Miguel Ave, San Diego, CA 92113	CPUC	7/72023	Email	Surveying and Mapping (except Geophysical) Services (NAICS 541370)	No
Quartic Solutions LLC	1804 Garnet Ave., Unit 447, San Diego, CA 92109	CPUC	7/72023	Email	Surveying and Mapping (except Geophysical) Services (NAICS 541370)	No
Allied Geotechnical Engineers, Inc.	9500 Cuyamaca St., Ste 102, Santee, CA 92071	Caltrans CUPC	7/72023	Email	Testing Laboratories and Services (NAICS 541380)	No
Aragón Geotechnical, Inc.	16801 Van Buren Blvd, Bldg. B, Riverside, CA 92504	Caltrans CUPC	7/72023	Email	Testing Laboratories and Services (NAICS 541380)	No
CQMS, Construction Quality Management Solutions	27075 Cabot Road, Suite 101, Laguna Hills, CA 92653	Caltrans CUPC	7/72023	Email	Testing Laboratories and Services (NAICS 541380)	Yes
Global Geo-Engineering, Inc	3 Corporate Park, Suite 270, Irvine, CA 92606	Caltrans CUPC	7/72023	Email	Testing Laboratories and Services (NAICS 541380)	No
H&P Mobile Geochemistry, Inc	2470 Impala Drive, Carlsbad, CA 92010	Caltrans CUPC	7/72023	Email	Testing Laboratories and Services (NAICS 541380)	No
MTGL, Inc.	2992 E. La Palma Avenue, Suite A, Anaheim, CA 92806	Caltrans CUPC	6/21/2023	Phone/Email	Testing Laboratories and Services (NAICS 541380)	Yes
Premier Consultant Services	41636 Chablis Court, Temecula, CA 92591	Caltrans CUPC	7/72023	Email	Testing Laboratories and Services (NAICS 541380)	No
Terra West, Inc	591 Telegraph Canyon Rd, 713, Chula Vista, CA 91910	Caltrans CUPC	7/72023	Email	Testing Laboratories and Services (NAICS 541380)	No
Ekolojik, Inc.	6422 Stanley Ave, San Diego, CA 92115	Caltrans CUPC	7/72023	Email	Environmental Consulting Services (NAICS 541620)	
Hoyt & Associates, Consulting and Services Inc	11979 Via Trevi, Lakeside, CA 92040	Caltrans CUPC	7/72023	Email	Environmental Consulting Services (NAICS 541620)	
Leopold Biological Services	11160 Portobelo Dr, San Diego, CA 92124	Caltrans CUPC	7/72023	Email	Environmental Consulting Services (NAICS 541620)	Yes
Loveless Linton, Inc.	1421 W. Lewis St, San Diego, CA 92103	Caltrans CUPC	7/72023	Email	Environmental Consulting Services (NAICS 541620)	Yes
Nomad Biological, LLC	3547 Starboard Circle, Oceanside, CA 92054	Caltrans CUPC	7/72023	Email	Environmental Consulting Services (NAICS 541620)	

NWB Environmental Services, Llc	3033 5th Ave, Suite 210, San Diego, CA 92103	Caltrans CUPC	7/72023	Email	Environmental Consulting Services (NAICS 541620)	
Schaefer Ecological Solutions	815 Madison Ave., San Diego, CA 92116	Caltrans CUPC	7/72023	Email	Environmental Consulting Services (NAICS 541620)	
Stormwater Essentials	4490 Copeland Ave, San Diego, CA 92116	Caltrans CUPC	7/72023	Email	Environmental Consulting Services (NAICS 541620)	

USE ADDITIONAL FORMS AS NECESSARY



**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Participation Form**

Per Exhibit D of the RFP, this form will be provided to subconsultants prior to the award of any contract/task order for completion.

A Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE¹ subcontractor² the opportunity to describe work received and/or report any concerns regarding the funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the DBE Coordinator at any time during the project period of performance.

Subcontractor Name		Project Name	
Bid / Proposal No.		Assistance Agreement ID No. (if known)	Point of Contact
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity	

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Amount Received by Prime Contractor

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

FORM 4500-2 (DBE Subcontractor Participation Form)

Please use the space below to report any concerns regarding the above funded project:

Subcontractor Signature	Print Name
Title	Date

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.

Send completed Form 4500-2 to:
 Mr. Joe Ochab, DBE Coordinator
 US EPA, Region 9
 75 Hawthorne Street
 San Francisco, CA 94105

FORM 4500-2 (DBE Subcontractor Participation Form)



Per the City's PlanetBids Notification dated July 17, 2023, this form will be completed and included at the task order level and is not required to be completed with the Technical Proposal.

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. A Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name		Project Name	
Bid / Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity	

Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
DBE Certified By: DOT <input type="checkbox"/> SBA <input type="checkbox"/> Other: _____		Meets/exceeds EPA certification standards? YES <input type="checkbox"/> NO <input type="checkbox"/> Unknown <input type="checkbox"/>

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

FORM 4500-3 (DBE Subcontractor Performance Form)

ATTACHMENT HH

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
Title	Date

Subcontractor Signature	Print Name
Title	Date

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.

FORM 4500-3 (DBE Subcontractor Performance Form)



**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form**

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE¹ subcontractor's² and the estimated dollar amount of each subcontract. A Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name Kleinfelder Construction Services, Inc.		Project Name As-needed Construction Management Services - Federal	
Bid / Proposal No. H2326236, H2326237 & H2326238	Assistance Agreement ID No. (if known) unknown	Point of Contact Rich Fitterer, PE	
Address 5761 Copley Drive, Suite 100, San Diego, CA 92111			
Telephone No. 858-705-0768	Email Address rfitterer@kleinfelder.com		
Issuing/Funding Entity EPA			

I have identified potential DBE certified subcontractors. YES NO
If yes, please complete the table below. If no, please explain:

Subcontractor Name/ Company Name	Company Address / Phone / Email	Estimated Dollar Amount	Currently DBE Certified?
Blue Lake Civil	7746 Blue Lake Drive, San Diego, CA 92119, 857-253-8684, maggie.witt@bluelakecivil.com	TBD	Yes
CPM Partners, Inc.	535 Encinitas Blvd, Suite 114, Encinitas, CA 92024, 562-365-4969, maribel@cpm-partners.com	TBD	Yes
Gateway Pacific Management, Inc.	930 Hornblend St. Suite 1, San Diego, CA 92109, 916-798-8629, traci.stephens@gpmcivil.com	TBD	Yes

--Continue on back if needed--

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

Attachment II**Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Utilization Form *Continued***

Subcontractor Name/ Company Name	Company Address / Phone / Email	Estimated Dollar Amount	Currently DBE Certified?
La Salle Solutions LLC	900 F Street, Suite 128, San Diego, CA 92101, 619-501-2645, drlasalle@lasallecm.com	TBD	Yes
MTGL, Inc.	7742 Arjons Drive, San Diego, California 92121, 858-537-3999, skoch@mtglinc.com	TBD	Yes
Reddy Engineering Service, Inc.	3160 Camino del Rio South, #103, San Diego, CA 92108, 408-309-4762, rafael@reddyengineering.com	TBD	Yes
San Dieguito Engineering, Inc.	1911 Palomar Oaks Way, Suite 200, Carlsbad, CA 92008, 858-345-1149, aaguilar@sdeinc.net	TBD	Yes
Tierra Data, Inc.	10110 W. Lilac Road, Escondido, CA 92026, 760-749-2247, liz@tierradata.net	TBD	Yes
UNICO Engineering, Inc.	110 Blue Ravine Road, Suite 101, Folsom, CA 95630, 530.903.9023, cesar@unicoengineering.com	TBD	Yes

**STATE WATER RESOURCES CONTROL BOARD - DIVISION OF FINANCIAL ASSISTANCE
DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION
CALIFORNIA STATE REVOLVING FUNDS**

INSTRUCTIONS FOR COMPLETING FORM UR-334

Box 1 Grant or Financing Agreement Number.

Box 2 Annual reporting period.

Box 3 Enter the dates between which you made procurements under this financing agreement or grant.

Box 4 Enter the total amount of payments paid to the contractor or sub-contractors during this reporting period.

Box 5 Enter Recipient's Name and Address.

Box 6 Enter Recipient's Contact Name and Phone Number.

Box 7 Enter details for the DBE purchases only and be sure to limit them to the current period.

- 1) Use either an "R" or a "C" to represent "Recipient" or "Contractor."
- 2) Enter a dollar total for DBE and total the two columns at the bottom of the section.
- 3) Provide the payment date.
- 4) Enter a product type choice from those at the bottom of the page.
- 5) List the vendor name and address in the right-hand column

Box 8 Initial here if no DBE contractors or sub-contractors were paid during this reporting period.

Box 9 Initial this box only if all purchases under this financing agreement or grant have been completed during this reporting period or a previous period. If you initial this box, we will no longer send you a survey.

Box 10 This box is for explanatory information or questions.

Box 11 Provide an authorized representative signature.

Box 12 Enter the date form completed.

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

- 1. Department / Board / Commission / Agency Name: Construction Branch/E&CP Dept./City of San Diego
2. Name of Specific Consultant & Company: Rich Fitterer, Kleinfelder Construction Services, Inc.
3. Address, City, State, ZIP: 5761 Copley Drive, Suite 100, San Diego, CA 92111
4. Project Title (as shown on 1472, "Request for Council Action"): Award Three (3) As-Needed Construction Management Services Contracts with Kleinfelder Construction Services (H2326236), Harris & Associates, Inc. (H2326237), and Ardurra Group, Inc. (H2326238)
5. Consultant Duties for Project: Provide As-Needed Construction Management Services for various WIFIA-funded Capital Improvement Program Projects (CIP)

6. Disclosure Determination [select applicable disclosure requirement]:

[X] Consultant will not be "making a governmental decision" or "serving in a staff capacity." No disclosure is 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.]

Horizontal lines for signature and date.

By: [Signature]
[Alex Garcia, Deputy Director] *

04/08/24
[Date]

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

DEFINITION OF "CONSULTANT"

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

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

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

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

CITY OF SAN DIEGO CONSULTANT PERFORMANCE EVALUATION

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

Section I PROJECT INFORMATION

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

Section II SPECIFIC RATINGS

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

**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:

As-Needed Construction Management Services – Federal for the Engineering and Capital Projects

Contract Number: H2326236, H2326237 & H2326238

B. BIDDER PROPOSER INFORMATION

Kleinfelder Construction Services, Inc.	N/A		
Legal Name	DBA		
5761 Copley Drive, Suite 100	San Diego	CA	92111
Street Address	City	State	Zip
Rich Fitterer, PE – Area Manager/Vice President	858-705-0768	858-223-8499	
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.

Rich Fitterer, PE, QSD	Area Manager/Vice President
Name	Title/Position
San Marcos, CA	Same as Proposer
City and State of Residence	Employer (if different than Bidder/Proposer)
0%	
Interest in the transaction	

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

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

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

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

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

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: 01/06/1995 State of incorporation: California

List corporation's current officers:

President: Louis Armstrong

Vice Pres.: John Murphy

Secretary: Scott Hillman

Assistant Secretary: Dan Brockman

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:

N/A

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: _____

Point of Contact: _____

Address: _____

Phone Number: _____

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

F. PERFORMANCE HISTORY:

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

Yes No

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

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

Yes No

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

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

Yes No

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

- 4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?
 Yes No

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

- 5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?
 Yes No

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

- 6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?
 Yes No

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

7. Performance References:

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

Company Name: County of San Diego

Contact Name and Phone Number: Ali Pirouzian 858-505-6561

Contact Email: ali.pirouzian@sdcounty.ca.gov

Address: 5500 Overland Avenue, San Diego, CA 92123

Contract Date: 1998-Ongoing

Contract Amount: \$10M+ to date

Requirements of Contract: Prime Construction Management Consultant

Company Name: San Diego Association of Governments (SANDAG)

Contact Name and Phone Number: Venky Ganesan 951-543-6445

Contact Email: venky.ganesan@sandag.org

Address: 401 B Street, Suite 800, San Diego, CA 92101

Contract Date: 2009-Ongoing

Contract Amount: \$50M+ to date

Requirements of Contract: Prime Construction Management Consultant

Company Name: Caltrans District 11

Contact Name and Phone Number: Jason Alsheikh 858-688-1473

Contact Email: jason.alsheikh@dot.ca.gov

Address: 4050 Taylor Street, San Diego, CA 92110

Contract Date: 2002-Ongoing

Contract Amount: \$85M+ to date

Requirements of Contract: Prime Construction Management Consultant

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: Kleinfelder, Inc.

Contact Name and Phone Number: Joseph Bouknight, PE 858-223-8500

Contact Email: jbouknight@kleinfelder.com

Address: 5761 Copley Drive, Suite 100, San Diego, CA 92111

Contract Date: TBD

Contract Amount: \$TBD

Requirements of Contract: Materials Sampling and Testing

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

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 mm/dd/yyyy

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.

Rich Fitterer – Area Manager
Name and Title



Signature

September 11, 2023
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-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?

No pending or active investigations or litigations that may affect the reputation or ability of Kleinfelder Construction Services to carry out work through this contract are known at this time. On occasion Kleinfelder Construction Services becomes involved in litigation in the ordinary course of business. These matters reflect routine legal issues related to our business. The company and its parent company, Kleinfelder, Inc., retain adequate levels of insurance to protect these risks. No pending legal dispute involving the company materially impacts the financial well-being of the firm.

J. - Statement of Subcontractors Continued

Anser Advisory; Tyson Atwood; 3111 Camino Del Rio North, Suite 340, San Diego, CA 92108; 805-459-7697; tyson.atwood@anseradvisory.com; Contract Date: TBD, Sub-contract Dollar Amount: \$TBD, Requirements of Contract: Construction Management, Inspection, Administration; Portion of work assigned: TBD%; Is Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE: Yes - OBE

Ardurra Group, Inc.; Scott Adamson; 14271 Danielson Street, Poway, CA 92064; 858.243.4977; sadamson@ardurra.com; Contract Date: TBD, Sub-contract Dollar Amount: \$TBD, Requirements of Contract: Construction Management, Inspection, Administration; Portion of work assigned: TBD%; Is Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE: Yes - OBE

Belcourt Engineering Group, LLC; Mohamed Adjroud; 11457 Vista Ridge, San Diego, CA 92130; 858-837-0749; majroud@belcourteeng.com; Contract Date: TBD, Sub-contract Dollar Amount: \$TBD, Requirements of Contract: Construction Management, Inspection, Administration; Portion of work assigned: TBD%; Is Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE: Yes - SBE/SLBE

Blue Lake Civil; Margaret H. Witt; 5480 Baltimore Drive, Suite 215, La Mesa, CA 91942; 857-253-8684; maggie.witt@bluelakecivil.com; Contract Date: TBD, Sub-contract Dollar Amount: \$TBD, Requirements of Contract: Construction Management, Inspection, Administration; Portion of work assigned: TBD%; Is Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE: Yes - WBE/DBE/SBE/SLBE

CA Wehsener Engineering, Inc.; Charles Wehsener; 2307 Fenton Parkway, #107-119, San Diego, CA 92108; 619-929-9529; chuck@cawehsenereng.com; Contract Date: TBD, Sub-contract Dollar Amount: \$TBD, Requirements of Contract: Construction Management, Electrical Inspection; Portion of work assigned: TBD%; Is Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE: Yes - SBE

CPM Partners, Inc.; Maribel R. Janecek; 535 Encinitas Blvd, Suite 114, Encinitas, CA 92024; 562-365-4969; maribel@cpm-partners.com; Contract Date: TBD, Sub-contract Dollar Amount: \$TBD, Requirements of Contract: Construction Management, Inspection, Administration; Portion of work assigned: TBD%; Is Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE: Yes - MBE/WBE/DBE/ SBE/SLBE

Gateway Pacific Management, Inc.; Traci Stephens; 930 Hornblend St., Suite 1, San Diego, CA 92109; 916-798-8629; traci.stephens@gpmcivil.com; Contract Date: TBD, Sub-contract Dollar Amount: \$TBD, Requirements of Contract: Construction Management, Inspection, Administration; Portion of work assigned: TBD%; Is Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE: Yes - DBE/SBE/SLBE

Ghirardelli Associates, Inc.; Todd Day; 11440 West Bernardo Court, Suite 300, San Diego, CA 92127; 949-466-6552; tday@ghirardelliassoc.com; Contract Date: TBD, Sub-contract Dollar Amount: \$TBD, Requirements of Contract: Construction Management, Inspection, Administration; Portion of work assigned: TBD%; Is Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE: Yes - OBE

La Salle Solutions, LLC; Dennis La Salle; 900 F St., Ste. 128, San Diego, CA 92101; 619-501-2645; drlasalle@lasallecm.com; Contract Date: TBD, Sub-contract Dollar Amount: \$TBD, Requirements of Contract:

Construction Management, Inspection; Portion of work assigned: TBD%; Is Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE: Yes - DBE/SBE/SLBE

MTGL, Inc.; Steven Koch; 7742 Arjons Drive, San Diego, CA 92121; 858-537-3999; skoch@mtgline.com; Contract Date: TBD, Sub-contract Dollar Amount: \$TBD, Requirements of Contract: Materials Sampling and Testing; Portion of work assigned: TBD%; Is Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE: Yes - MBE/WBE/DBE/SBE

NV5, Inc.; John Volpp; 15092 Avenue of Science, Suite 200, San Diego, CA 92128; 619.805.5141; john.volpp@nv5.com; Contract Date: TBD, Sub-contract Dollar Amount: \$TBD, Requirements of Contract: Construction Management, Inspection, Administration; Portion of work assigned: TBD%; Is Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE: Yes - OBE

On-Site Technical Services, Inc.; Ron Coleman; 12842 Valley View, Suite 108, Garden Grove, CA. 92845; 714-903-3990; rcolema@on-sitetechical.com; Contract Date: TBD, Sub-contract Dollar Amount: \$TBD, Requirements of Contract: Fabrication, Mechanical, Electrical, Civil Inspection; Portion of work assigned: TBD%; Is Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE: Yes - SBE

Reddy Engineering Service, Inc.; Rafael Lopez; 3160 Camino del Rio South, #103, San Diego, CA 92108; 408-309-4762; rafael@reddyengineering.com; Contract Date: TBD, Sub-contract Dollar Amount: \$TBD, Requirements of Contract: Construction Management, Inspection, Administration, landscape inspection; Portion of work assigned: TBD%; Is Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE: Yes - MBE/DBE/SBE/SLBE/ELBE

RF Yeager Engineering, Inc.; Richard F. Yeager, Jr.; 1016 Broadway, Suite A, El Cajon, CA 92021; 619-312-0195; rfyager@rfyeager.com; Contract Date: TBD, Sub-contract Dollar Amount: \$TBD, Requirements of Contract: Corrosion Engineering/Inspection; Portion of work assigned: TBD%; Is Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE: Yes - SBE/DVBE/SLBE

Rockwell Construction Services, LLC; Jim Hudson; 31480 Justin Place, Valley Center, CA 92082; 760 715-3082; jim.hudson@rockwell-cs.com; Contract Date: TBD, Sub-contract Dollar Amount: \$TBD, Requirements of Contract: Construction Management, Inspection, Administration; Portion of work assigned: TBD%; Is Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE: Yes - SLBE/ELBE

San Dieguito Engineering, Inc.; Annie Aguilar; 1911 Palomar Oaks Way, Suite 200, Carlsbad, CA 92008; 858-345-1149; aaguilar@sdeinc.net; Contract Date: TBD, Sub-contract Dollar Amount: \$TBD, Requirements of Contract: Land Surveying; Portion of work assigned: TBD%; Is Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE: Yes - MBE/WBE/DBE/SBE/SLBE

Schneider CM, Inc.; Carl Schneider; 6353 El Camino Real, Suite C, Carlsbad, CA 92009; 619-905-5522; Carl.Schneider@SchneiderCM.net; Contract Date: TBD, Sub-contract Dollar Amount: \$TBD, Requirements of Contract: Construction Management, Inspection; Portion of work assigned: TBD%; Is Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE: Yes - SBE/ELBE

Tierra Data, Inc.; Elizabeth Kellogg; 10110 W. Lilac Road, Escondido, CA 92026; 760-749-2247; liz@tierradata.net; Contract Date: TBD, Sub-contract Dollar Amount: \$TBD, Requirements of Contract: Environmental Monitoring and Biological Services; Portion of work assigned: TBD%; Is Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE: Yes - WBE/SBE/SLBE

TRC Engineers, Inc.; Charlene Palmer; 4393 Viewridge Ave., Suite A, San Diego, CA 92123; 562-233-9507; cpalmer@trccompanies.com; Contract Date: TBD, Sub-contract Dollar Amount: \$TBD, Requirements of Contract: Construction Management, Inspection, Administration; Portion of work assigned: TBD%; Is Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE: Yes - OBE

TSAC Engineering; Stephen McPartland; 12121 Scripps Summit Drive, Suite 150, San Diego, CA 92131; 619-322-0712; smcpartland@tsacengineering.com; Contract Date: TBD, Sub-contract Dollar Amount: \$TBD, Requirements of Contract: Construction Management, Inspection, Administration; Portion of work assigned: TBD%; Is Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE: Yes - WBE/SBE

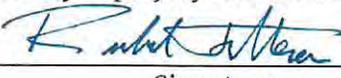
UNICO Engineering, Inc.; Cesar Montes de Oca; 9275 Sky Park Court, Suite 160, San Diego, CA 92123; 530.903.9023; cesar@unicoengineering.com; Contract Date: TBD, Sub-contract Dollar Amount: \$TBD, Requirements of Contract: Construction Management, Inspection; Portion of work assigned: TBD%; Is Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE: Yes - MBE/DBE/SBE



EXHIBIT G

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.

Rich Fitterer – Area Manager
Print Name, Title


Signature

September 11, 2023
Date

**CALIFORNIA LABOR CODE
EXISTING LAW**

' 1771. Payment of general prevailing rate

Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works.

This section is applicable only to work performed under contract, and is not applicable to work carried out by a public agency with its own forces. This section is applicable to contracts let for maintenance work.

AMENDMENT

' 1720. Public works; use of public funds

As used in this chapter, "public works" means:

- (a) Construction, alteration, demolition, or repair work done under contract and paid for in whole or in part out of public funds, except work done directly by any public utility company pursuant to order of the Public Utilities Commission or other public authority. For purposes of this subdivision, "construction" includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.
- (b) Work done for irrigation, utility, reclamation, and improvement districts, and other districts of this type. "public works" shall not include the operation of the irrigation or drainage system of any irrigation or reclamation district, except as used in Section 1778 relating to retaining wages.
- (c) Street sewer, or other improvement work done under the direction and supervision or by the authority of any officer or public body of the state, or of any political subdivision or district thereof, whether the political subdivision or district operates under a freeholder's charter or not.
- (d) The laying of carpet done under a building lease-maintenance contract and paid for out of public funds.
- (e) The laying of carpet in a public building done under contract and paid for in whole or in part out of public funds.
- (f) Public transportation demonstration projects authorized pursuant to Section 143 of the Streets and Highways Code.

(Amended by Stats.1989, c. 278, ' 1, eff. Aug. 7, 1989; Stats.2000, c. 881 (S.B.1999), ' 1.)

United States Environmental Protection Agency Fund Requirements

The firm contracting with the City (Construction Management Professional) shall comply with all of the following requirements. If there are other provisions in the Agreement that address the same subjects as this Exhibit, Construction Management Professional shall comply with both provisions, with the more stringent requirements controlling. If there is a direct conflict between the Agreement and this Exhibit, the requirements of this Exhibit shall control in order to preserve the City's eligibility to receive financial assistance.

- I. **Debarment and Suspension.** Construction Management Professional certifies that it will not knowingly enter into a contract with anyone who is ineligible under the 2 CFR part 180 and part 1532 (per Executive Order 12549, 51 FR 6370, February 21, 1986) or who is prohibited under Section 306 of the Clean Air Act or Section 508 of the Clean Water Act to participate in any project subject to the Agreement. Suspension and debarment information can be accessed at <http://www.sam.gov>. Construction Management Professional represents and warrants that it has or will include a term or conditions requiring compliance with this provision in all of its subcontracts under this Agreement.

 - II. **Federal Lobbying Restrictions (31 U.S.C 1352).** Recipients of federal financial assistance may not pay any person for influencing or attempting to influence any officer or employee of a federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress with respect to the award, continuation, renewal, amendment, or modification of a federal grant, loan, or contract. These requirements are implemented for USEPA in 40 CFR Part 34, which also describes types of activities, such as legislative liaison activities and professional and technical services, which are not subject to this prohibition. Upon award of this contract, Construction Management Professional shall complete and submit to the City the certification and disclosure forms in Appendix A and Appendix B to 40 CFR Part 34. Construction Management Professional shall also require all subcontractors and suppliers of any tier awarded a subcontract over \$100,000 to similarly complete and submit the certification and disclosure forms pursuant to the process set forth in 40 CFR 34.110.

 - III. **Civil Rights Obligations.** Construction Management Professional shall comply with the following federal non-discrimination requirements:
 - a. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP). (42 U.S.C 2000D, et. seq)
 - b. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities. (29 U.S.C. 794, supplemented by EO 11914, 41 FR 17871, April 29, 1976 and EO 11250, 30 FR 13003, October 13, 1965)
 - c. The Age Discrimination Act of 1975, which prohibits age discrimination. (42 U.S.C 6101 et. seq)
 - d. Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex.
 - e. 40 CFR Part 7, as it relates to the foregoing.

 - IV. **Equal Employment Opportunity (EEO). RESERVED**
-

V. **Standard Federal Equal Employment Opportunity Construction Contract Specifications.** RESERVED

VI. **Segregated Facilities.** RESERVED.

VII. **Disadvantaged Business Enterprises (DBE).** The Construction Management Professional must ensure that the DBE's six good faith efforts are used during the procurement of subcontractors for the [Project]. The six good faith efforts are found at: <https://www.epa.gov/grants/disadvantaged-business-enterprise-programrequirements#sixgoodfaithefforts>.

VIII. **American Iron and Steel (AIS) Requirement.** RESERVED.

IX. **Build America, Buy America.** (Effective May 14, 2022) The Construction Management Professional acknowledges to and for the benefit of the City ("Purchaser") and the United States Environmental Protection Agency ("EPA" or "Funding Authority") that it understands the goods and services under this Agreement are being funded with federal monies made available by the Water Infrastructure Finance and Innovation Act program of EPA that have statutory requirements commonly known as "Build America, Buy America;" that requires all of the iron and steel, manufactured products, and construction materials used in the project to be produced in the United States ("Build America, Buy America Requirements") including iron and steel, manufactured products, and construction materials provided by the prime contractor pursuant to this Agreement. The Construction Management Professional hereby represents and warrants to and for the benefit of the Purchaser and Funding Authority (a) the Construction Management Professional has reviewed and understands the Build America, Buy America Requirements, (b) the Construction Management Professional will not approve any iron and steel, manufactured products, and construction materials used in the project unless they will be and/or have been produced in the United States in a manner that complies with the Build America, Buy America Requirements, or unless a waiver of the requirements is approved, and the Construction Management Professional will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Build America, Buy America Requirements, as may be requested by the Purchaser or the Funding Authority. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Construction Management Professional shall permit the Purchaser or Funding Authority to recover as damages against the Construction Management Professional any loss, expense, or cost (including without limitation attorney's fees) incurred by the Purchaser or Funding Authority resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the Funding Authority or any damages owed to the Funding Authority by the Purchaser). If the Construction Management Professional has no direct contractual privity with the Funding Authority, as a lender or awardee to the Purchaser for the funding of its project, the Purchaser and the Construction Management Professional agree that the Funding Authority is a third-party beneficiary and neither this paragraph (nor

any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the Funding Authority.

- X. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment** (Effective August 13, 2020). The John S. McCain National Defense Authorization Act for Fiscal Year 2019 (P.L. 115- 232), at Section 889, prohibits EPA financial assistance recipients, including WIFIA borrowers, from expending loan funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in the Act, "covered telecommunications equipment or services" means:
- a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - b. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - c. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - d. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

The Act does not prohibit:

- a. Procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements.
- b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

XI. Additional Federal Statutes. The Construction Management Professional shall be required to comply with the following federal statutes:

- a) National Environmental Policy Act (NEPA) of 1969/Programmatic Environmental Assessment (PEA)
 - b) National Historic Preservation Act (NHPA)
 - c) Endangered Species Act (ESA)
 - d) Flood Plain Management Executive Order 11988 as amended by Executive Order 13690
-

CERTIFICATION OF LOCAL AGENCY

I HEREBY CERTIFY that I am the Deputy Director of the Local Agency of City of San Diego, and that the consulting firm of Kleinfelder Construction Services, Inc., or its representative has not been required (except as herein expressly stated), directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this Agreement to:

- (a) employ, retain, agree to employ or retain, any firm or persons; or
- (b) pay or agree to pay, to any firm, person or organization, any fee, contribution, donation, or consideration of any kind.

I acknowledge that this Certificate to be furnished to the United States Environmental Protection Agency (USEPA) in connection with this Agreement involving participation of USEPA funds, and is subject to applicable State and Federal laws, both criminal and civil.

4/29/24
(Date)


(Signature)

CERTIFICATION OF CONSULTANT

I HEREBY CERTIFY that I am the Area Manager/Vice President and duly authorized representative of the firm of Kleinfelder Construction Services, Inc., whose address is 5761 Copley Drive, Suite 100, San Diego, CA 92111

and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this Agreement; nor
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the agreement; nor
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement.

I acknowledge that this Certificate is to be furnished to the United States Environmental Protection Agency (USEPA) in connection with this Agreement involving participation of USEPA funds, and is subject to applicable State and Federal laws, both criminal and civil.

March 22, 2024

(Date)



(Signature)

CERTIFICATION REGARDING LOBBYING (APPENDIX A, 40 C.F.R. Part 34)

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Construction Management Professional, [**INSERT NAME OF CONSTRUCTION MANAGEMENT PROFESSIONAL**] certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Construction Management Professional understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Construction Management Professional's Authorized Official

Rich Fitterer, PE - Area Manager/Vice President

Name and Title of Construction Management Professional's Authorized Official

March 22, 2024

Date

103 5-14-24

(R-2024-522)

RESOLUTION NUMBER R- 315517

DATE OF FINAL PASSAGE MAY 20 2024

A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN DIEGO AUTHORIZING THE AWARD OF THREE (3) AS-NEEDED CONSTRUCTION MANAGEMENT SERVICES CONTRACTS WITH KLEINFELDER CONSTRUCTION SERVICES (H2326236), HARRIS & ASSOCIATES, INC. (H2326237) AND ARDURRA GROUP, INC. (H2326238) AND RELATED ACTIONS.

WHEREAS, the Engineering and Capital Projects Department's Construction Management and Field Engineering (CMFE) Division provides construction management, inspection and support services for public improvement and private land development projects, including projects funded by federal loans or grants under the Water Infrastructure Finance and Innovation Act (WIFIA); and

WHEREAS, the CMFE division manages the City of San Diego's (City) Capital Improvement Program (CIP) projects from the construction award stage until final completion to ensure that construction follows the project plans, specifications, and City processes; and

WHEREAS, projects funded under WIFIA are subject to certain federal contractual requirements and compliance certifications related to domestic preference for manufacturing materials, debarment and suspension, lobbying restrictions, and civil rights and antidiscrimination provisions that are different from the City's standard consultant services agreements and procurement documents; and

WHEREAS, CMFE seeks to contract with construction management professionals on projects that receive WIFIA funding to augment City inspection staff on an as-needed basis for projects during peak workloads and for projects requiring specific expertise and/or specialty inspection, which may not be available through City staff; and

WHEREAS, in addition to inspections, CMFE seeks to augment City staff on an as-needed basis for construction management, contract administration, constructability review, scheduling, cost estimate and invoice review, change order evaluation, and jobsite safety monitoring; and

WHEREAS, the ability to have as-needed construction management professionals under WIFIA-specific contracts for WIFIA-funded projects will help preserve the federal funding source and provide CMFE the resources to help keep the City's portfolio of WIFIA-funded capital projects on-schedule and on-budget when additional support to CMFE is necessary; and

WHEREAS, the City advertised three contracts for as-needed construction management services, received ten responsive proposals, and, based on the evaluation criteria, three firms were determined to be the most qualified; and

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

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

1. The Mayor, or his designee, is authorized to execute, for and on behalf of the City, individual five year agreements for As-Needed Construction Management Services in an amount not to exceed \$15,000,000 for each of the three contracts, which once signed by all parties will be on file with the City Clerk as indicated below:

- a. Kleinfelder Construction Services (Document No. RR - 315517-1);
- b. Harris & Associates, Inc. (Document No. RR - 315517-2); and
- c. Ardurra Group, Inc. (Document No. RR - 315517-3).

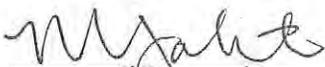
2. The Chief Financial Officer is authorized to expend an amount not to exceed \$15,000,000 for each contract over five years to fund the agreements with Kleinfelder

Construction Services (H2326236), Harris & Associates, Inc. (H2326237) and Ardurra Group, Inc. (H2326238), contingent upon the adoption of the Annual Appropriation Ordinance for the applicable fiscal year and contingent upon the Chief Financial Officer furnishing one or more certificates certifying that funds necessary for expenditure are, or will be, on deposit with the City Treasurer.

3. The Chief Financial Officer is authorized to expend a minimum aggregate amount of \$1,000 for each contract in the following projects to execute these three agreements and meet minimum contract requirements:

- a. CIP A-CA.00001, Flood Resilience Infrastructure, Fund 400265, GFCIP Contributions (H2326236);
- b. CIP A-CA.00001, Flood Resilience Infrastructure, Fund 400265, GFCIP Contributions (H2326237); and
- c. CIP A-CA.00001, Flood Resilience Infrastructure, Fund 400265, GFCIP Contributions (H2326238).

APPROVED: MARA W. ELLIOTT, City Attorney

By 
Michael D. Johnston
Deputy City Attorney

MDJ:cw
April 18, 2024
Or.Dept: Engineering & Capital Projects
CC No.: 3000016683 Kleinfelder Construction Services (H2326236)
CC No.: 3000016684 Harris & Associates, Inc. (H2326237)
CC No.: 3000016685 Ardurra Group, Inc. (H2326238)
Doc. No. 3637026

I certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of MAY 14 2024.

DIANA J.S. FUENTES
City Clerk

By Kristell Medina
Deputy City Clerk

Approved: 5/17/24
(date)

Todd Gloria
TODD GLORIA, Mayor

Vetoed: _____
(date)

TODD GLORIA, Mayor

The City of San Diego
COMPTROLLER'S CERTIFICATE

CERTIFICATE OF UNALLOTTED BALANCE

ORIGINATING CC 3000016683
 DEPT. NO. 2112

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

Amount: _____

Purpose: _____

Date: _____ By: _____

COMPTROLLER'S DEPARTMENT

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

FUND OVERRIDE

CERTIFICATION OF UNENCUMBERED BALANCE

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

Not to Exceed: _____ \$1,000.00

Vendor: Kleinfelder Construction Services

Purpose: To authorize the expenditure of funds to not exceed \$1000.00 to Kleinfelder Construction Services for the purpose of providing As-Needed Construction Management Services under contract H2326236 project and meeting minimum contract requirements.

Date: April 16, 2024 By: Sonny Bautista *Sonny Bautista*

COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA									
Doc. Item	Funded Program	Fund	Grant Number	G/L Account	Functional Area	Business Area	Fund Center or Cost Center	Internal Order or WBS Element	Original Amount
1	ACA00001	400265	NOT_RELEVANT_GRANT	512026	STWA-00000000-SH	2114	2114120013	A-CA.00001	\$1,000.00
TOTAL AMOUNT									\$1,000.00

FUND OVERRIDE

CC 3000016683

The City of San Diego
COMPTROLLER'S CERTIFICATE

CERTIFICATE OF UNALLOTTED BALANCE

ORIGINATING

CC 3000016684
 DEPT. _____
 NO.: 2112

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

Amount: _____

Purpose: _____

Date: _____ By: _____

COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA

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

FUND OVERRIDE

CERTIFICATION OF UNENCUMBERED BALANCE

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

Not to Exceed: _____ \$1,000.00

Vendor: Harris & Associates, Inc.

Purpose: To authorize the expenditure of funds to not exceed \$1000.00 to Harris & Associates, Inc. for the purpose of providing As-Needed Construction Management Services under contract H2326237 project and meeting minimum contract requirements.

Date: April 16, 2024 By: Sonny Bautista *Sonny Bautista*

COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA

Doc. Item	Funded Program	Fund	Grant Number	G/L Account	Functional Area	Business Area	Fund Center or Cost Center	Internal Order or WBS Element	Original Amount
1	ACA00001	400265	NOT_RELEVANT_GRANT	512026	STWA-00000000-SH	2114	2114120013	A-CA.00001	\$1,000.00
TOTAL AMOUNT									\$1,000.00

FUND OVERRIDE

CC 3000016684

The City of San Diego
COMPTROLLER'S CERTIFICATE

CERTIFICATE OF UNALLOTTED BALANCE

ORIGINATING CC 3000016685
 DEPT. NO.: 2112

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

Amount: _____

Purpose: _____

Date: _____ By: _____
 COMPTROLLER'S DEPARTMENT

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

FUND OVERRIDE

CERTIFICATION OF UNENCUMBERED BALANCE

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

Not to Exceed: _____ \$1,000.00

Vendor: Ardurra Group, Inc.

Purpose: To authorize the expenditure of funds to not exceed \$1000.00 to Ardurra Group, Inc. for the purpose of providing As-Needed Construction Management Services under contract H2326238 project and meeting minimum contract requirements.

Date: April 16, 2024 By: Sonny Bautista *Sonny Bautista*
 COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA									
Doc. Item	Funded Program	Fund	Grant Number	G/L Account	Functional Area	Business Area	Fund Center or Cost Center	Internal Order or WBS Element	Original Amount
1	ACA00001	400265	NOT_RELEVANT_GRANT	512026	STWA-00000000-SH	2114	2114120013	A-CA.00001	\$1,000.00
TOTAL AMOUNT									\$1,000.00

FUND OVERRIDE

MAY 14 2024

Passed by the Council of The City of San Diego on _____, by the following vote:

Councilmembers	Yeas	Nays	Not Present	Recused
Joe LaCava	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jennifer Campbell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Stephen Whitburn	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Henry L. Foster III	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Marni von Wilpert	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kent Lee	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Raul A. Campillo	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vivian Moreno	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input 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 MAY 20 2024

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

AUTHENTICATED BY:

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

(Seal)

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

By *Crystal Medina*, Deputy

Office of the City Clerk, San Diego, California
Resolution Number R- 315517

Passed by the Council of The City of San Diego on May 14, 2024, by the following vote:

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

NAYS: NONE.

NOT PRESENT: NONE.

RECUSED: NONE.

AUTHENTICATED BY:

TODD GLORIA

Mayor of The City of San Diego, California

DIANA J.S. FUENTES

City Clerk of The City of San Diego, California

(Seal)

By: Linda Irvin, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true, and correct copy of
RESOLUTION NO. R-315517 approved on May 14, 2024. The date of final passage
is May 20, 2024.

DIANA J.S. FUENTES

City Clerk of the City of San Diego, California

(Seal)

By: Linda Irvin Deputy