

**AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND
DOKKEN ENGINEERING

FOR
DESIGN OF FAIRMOUNT AVENUE BRIDGE REHAB
EAST/WEST
(FEDERAL VERSION)**

CONTRACT NUMBER: H2326266A

**FEDERAL ID:
BRLS-5004(198)
BRLS-5004(200)**

**THIS IS A FEDERALLY FUNDED PROJECT UTILIZING FUNDS FROM
THE FEDERAL HIGHWAY ADMINISTRATION (FHWA)**

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DESIGN PROFESSIONAL AGREEMENT EXHIBITS

- Exhibit A - Scope of Services
- Exhibit B - Compensation and Fee Schedule
- Exhibit C - Time Schedule
- Exhibit D - City's Equal Opportunity Contracting Program Consultant Requirements
 - (AA) Disclosure of Discrimination Complaints
 - (BB) Work Force Report
 - (CC) Subcontractors List
 - (DD) Consultant Proposal DBE Commitment (Caltrans Exhibit 10-O1)
 - (EE) Consultant Contract DBE Commitment (Caltrans Exhibit 10-O2)
 - (FF) DBE Information – Good Faith Efforts (Caltrans Exhibit 15-H)
 - (GG) Final Report – Utilization of Disadvantaged Business Enterprises (DBE) and First-Tier Subcontractors (Caltrans Exhibit 17-F)
 - (HH) Disadvantaged Business Enterprise Certification Status Change (Caltrans Exhibit 17-O)
- 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 - Davis-Bacon Wage Rates
- Exhibit J - FHWA Form 1273 – Required Contract Provisions – Federal-Aid Construction Contracts

ATTACHMENTS

1. Certification of Local Agency
2. Certification of Consultant
3. Miscellaneous Federal Requirements
4. Pertinent Non-Discrimination Authorities
5. Clauses for Construction/Use/Access to Real Property Acquired Under The Activity, Facility Or Program

**AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND DOKKEN ENGINEERING
FOR DESIGN PROFESSIONAL SERVICES**

THIS Agreement (or contract) is made and entered into between the City of San Diego, a municipal corporation [City or LOCAL AGENCY], and Dokken Engineering [Design Professional, DESIGN PROFESSIONAL or Consultant] for the Design Professional to provide Professional Services to the City for the Design of Fairmount Avenue Bridge Rehab East/West (H2326266A) [Project].

RECITALS

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

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

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

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

**ARTICLE I
DESIGN PROFESSIONAL SERVICES**

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

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

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

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

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

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

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

ARTICLE II DURATION OF AGREEMENT

2.1 Performance Period. This contract shall go into effect on October 15, 2025, contingent upon approval by LOCAL AGENCY, and DESIGN PROFESSIONAL shall commence

work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The contract shall end on October 15, 2030 unless extended by contract amendment. DESIGN PROFESSIONAL is advised that any recommendation for contract award is not binding on LOCAL AGENCY until the contract is fully executed and approved by LOCAL AGENCY.

2.2 Time of Essence. Time is of the essence for each provision of this Agreement, unless otherwise specified in this Agreement. The time for performance of the Scope of Services (Exhibit A) is set forth in the Time Schedule (Exhibit C).

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

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

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

2.6 Termination. This contract may be terminated by LOCAL AGENCY, provided that LOCAL AGENCY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations,

appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

2.6.1 LOCAL AGENCY may temporarily suspend this contract, at no additional cost to LOCAL AGENCY, provided that DESIGN PROFESSIONAL is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If LOCAL AGENCY gives such notice of temporary suspension, DESIGN PROFESSIONAL shall immediately suspend its activities under this contract. A temporary suspension may be issued concurrent with the notice of termination.

2.6.2 Notwithstanding any provisions of this contract, DESIGN PROFESSIONAL shall not be relieved of liability to LOCAL AGENCY for damages sustained by City by virtue of any breach of this contract by DESIGN PROFESSIONAL, and City may withhold any payments due to DESIGN PROFESSIONAL until such time as the exact amount of damages, if any, due City from DESIGN PROFESSIONAL is determined.

2.6.3 In the event of termination, DESIGN PROFESSIONAL shall be compensated as provided for in this contract. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

2.7 City's Right to Terminate for Default. RESERVED

**ARTICLE III
COMPENSATION**

3.1 Allowable Costs and Payments. The method of payment for this contract will be based on lump sum. The total lump sum price paid to DESIGN PROFESSIONAL will include compensation for all work and deliverables, including travel and equipment described in Exhibit A (Scope of Services) of this contract. No additional compensation will be paid to DESIGN PROFESSIONAL, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between DESIGN PROFESSIONAL and LOCAL AGENCY. Adjustment in the total lump sum compensation will not be effective until authorized by contract amendment and approved by LOCAL AGENCY.

3.1.1 Progress payments may be made monthly in arrears based on the percentage of work completed by DESIGN PROFESSIONAL. If DESIGN PROFESSIONAL fails to submit the required deliverable items according to the schedule set forth in Exhibit C, LOCAL AGENCY shall have the right to delay payment or terminate this contract in accordance with the provisions of Section 2.6 Termination.

3.1.2 DESIGN PROFESSIONAL shall not commence performance of work or services until this contract has been approved by LOCAL AGENCY and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval of any work, or for any work performed prior to approval of this contract.

3.1.3 DESIGN PROFESSIONAL will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which DESIGN PROFESSIONAL is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title.

Final invoice must contain the final cost and all credits due LOCAL AGENCY that include any equipment purchased under the provisions of Section 5.18 Equipment Purchase. The final invoice must be submitted within sixty (60) calendar days after completion of DESIGN PROFESSIONAL's work unless a later date is approved by the LOCAL AGENCY. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

*CITY OF SAN DIEGO/NENAD DAMNJANOVIC
525 B STREET SUITE 750, SAN DIEGO, CA 92101*

3.1.4. The total amount payable by LOCAL AGENCY shall not exceed \$1,810,443.90 (consisting of \$1,664,908.90 for the Professional Services and \$145,535 for Additional Services).

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

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

3.3.1 Prompt Payment Certification. For projects awarded on or after September 1, 2023: the Design Professional must now submit Exhibit 9-P (located here: <https://dot.ca.gov/programs/local-assistance/forms/local-assistance-procedures-manual-forms>) to the LOCAL AGENCY administering the contract by the 15th of the month following the month of any payment(s). If the Design Professional does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

3.3.1.2 The LOCAL AGENCY must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfalls to the DBE commitment and prompt payment issues until the end of the project. The LOCAL AGENCY must email a copy of Exhibit 9-P to DBE.Forms@dot.ca.gov before the end of the month after receiving the Exhibit 9-P from the Design Professional.

3.4 Additional Costs. Additional Costs are those costs that can be reasonably determined to be related to the Design Professional's errors or omissions, and may include

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

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

ARTICLE IV DESIGN PROFESSIONAL'S OBLIGATIONS

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

4.2 Right to Audit.

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

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

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

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

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

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

4.3 Insurance. The Design Professional shall not begin the Professional Services under this Agreement until it has: (a) obtained, and provided to the City, insurance certificates and endorsements reflecting evidence of all insurance required in Article IV, Section 4.3.1; 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 Design Professional's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this Agreement, at any time. Design Professional's liabilities, including but not limited to Design Professional's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. If Design 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 Design 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 Design Professional's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of contract by the City.

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

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

4.3.1.1 Commercial General Liability. The Design Professional shall keep in full force and effect Commercial General Liability (CGL) Insurance written on an ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of \$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 Design Professional's automobiles including owned, hired and non-owned automobiles, the Design Professional shall keep in full force and effect, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1,000,000 per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto). If the Design Professional does not possess owned automobiles then coverage for hired and non-owned automobiles shall be provided.

4.3.1.3 Workers' Compensation and Employer's Liability. For all of the Design Professional's employees who are subject to this Agreement the Design Professional shall keep in full force and effect, 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 Design Professional's employees who are subject to this Agreement, the Design Professional shall keep in full force and effect, Professional Liability coverage for professional liability with a limit of \$3,000,000 per claim and \$3,000,000 annual aggregate. The Design Professional shall ensure both that: (1) the policy retroactive date is on or before the date of commencement of the Professional Services; and (2) the policy will be maintained in force for a period of three years after substantial completion of the Professional Services or termination of this Agreement whichever occurs last. The Design Professional agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the City's exposure to loss.

4.3.1.5 Aviation Liability Insurance. The Design Professional shall procure and maintain at their expense or require their Subcontractor, as described below, to procure and maintain Aviation Liability Insurance on an occurrence basis, including products and completed operations, property damage, bodily injury with limits no less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate.

4.3.1.6 Contractors Pollution Liability Insurance. Design Professional shall procure and maintain at Design Professional expense or require Design 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.

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

For approval of a substitution of Design Professional's Subcontractor's insurance, the Design 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 Design Professional's manuscript Architects & Engineers Professional Liability policy affords pollution liability coverage, Design 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.

4.3.1.7 Contractors Hazardous Transporters Pollution Liability

Insurance. Design Professional shall procure and maintain at Design Professional's expense or require Design 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 Design 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.

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

To obtain City approval of a Subcontractor's insurance coverage in lieu of the Design Professional's insurance, the Design 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.

4.3.2 Deductibles. Design Professional shall disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided. The City may require Design 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 Design Professional’s insurance and shall not contribute to it.

4.3.4.2 Workers’ 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 Aviation 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, including but not limited to your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled, or used by you.

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

4.3.4.4 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 Design 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 Design 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.

4.3.4.5 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 Design 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 Design 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 Design Professional's insurance coverage, limits, deductible and self-insured retentions to determine if they are acceptable to the City. The City will reimburse the Design Professional for the cost of the additional premium for any coverage requested by the City in excess of what is required by this Agreement without overhead, profit, or any other markup.

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

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

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

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

4.4.1.2 RESERVED.

4.4.1.3 In the case of a deficiency in the performance of Subcontractor Services, the Design Professional shall notify the City in writing of any withholding of payment to the Subcontractor, specifying: (a) the amount withheld; (b) the specific cause under the terms of the subcontract for withholding payment; (c) the connection between the cause for withholding payment and the amount withheld; and (d) the remedial action the Subcontractor must take in order to receive the amount withheld. Once the Subcontractor corrects the deficiency, the Design Professional shall pay the Subcontractor the amount withheld within ten (10) calendar days of the Design Professional's receipt of the City's next payment.

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

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

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

4.5 Contract Records and Reports.

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

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

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

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

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

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

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

4.6 Non-Discrimination Requirements.

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

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

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

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

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

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

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

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

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

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

4.10 Conflict of Interest. During the term of this contract, the DESIGN PROFESSIONAL shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this contract or any ensuing LOCAL

AGENCY construction project. The DESIGN PROFESSIONAL shall also list current clients who may have a financial interest in the outcome of this contract or any ensuing LOCAL AGENCY construction project which will follow.

4.10.1 DESIGN PROFESSIONAL certifies that it has disclosed to LOCAL AGENCY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this contract. DESIGN PROFESSIONAL agrees to advise LOCAL AGENCY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this contract. DESIGN PROFESSIONAL further agrees to complete any statements of economic interest if required by either LOCAL AGENCY ordinance or State law.

4.10.2 The DESIGN PROFESSIONAL hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.

4.10.3 The DESIGN PROFESSIONAL hereby certifies that the DESIGN PROFESSIONAL or subconsultant and any firm affiliated with the DESIGN PROFESSIONAL or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this contract, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

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

4.10.3 RESERVED.

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

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

4.10.6 DESIGN PROFESSIONAL shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this contract, or any ensuing LOCAL AGENCY construction project. DESIGN PROFESSIONAL shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing LOCAL AGENCY construction project, which will follow.

4.10.6.1 DESIGN PROFESSIONAL hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.

4.10.6.2 DESIGN PROFESSIONAL hereby certifies that neither DESIGN PROFESSIONAL, nor any firm affiliated with DESIGN PROFESSIONAL will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

4.10.6.3 Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

4.10.7 DESIGN PROFESSIONAL's duties and services under this Agreement shall not include preparing or assisting the LOCAL AGENCY with any portion of the LOCAL AGENCY's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the LOCAL AGENCY. The LOCAL AGENCY shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this Project. DESIGN PROFESSIONAL's participation in the planning, discussions, or drawing of Project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. DESIGN PROFESSIONAL shall cooperate with the LOCAL AGENCY to ensure that all bidders or proposers for a subsequent contract on any subsequent phase of this Project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by DESIGN PROFESSIONAL pursuant to this Agreement.

4.10.8 If, in performing the Professional Services set forth in this Agreement, any member of the Consultant'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 Consultant's organization must make disclosures of relevant financial interests is set forth in the Determination Form (Exhibit E).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Agreement is subject to State prevailing wage laws. For construction work performed under this Agreement cumulatively exceeding

\$25,000 and for alteration, demolition, repair and maintenance work performed under this Agreement cumulatively exceeding \$15,000, the Design Professional and its subconsultants shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.

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

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

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

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

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

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

4.20.4 Apprentices. Design Professional and its subconsultants shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment

and wages of apprentices. Design Professional shall be held responsible for the compliance of their subconsultants with sections 1777.5, 1777.6 and 1777.7.

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

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

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

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

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

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

4.20.9.2 By submitting a bid or proposal to the City, Design Professional is certifying that he or she has verified that all subcontractors used on this

public work project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Design Professional shall provide proof of registration for themselves and all listed subcontractors to the City at the time of bid or proposal due date or upon request.

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

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

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

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

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

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

4.20.13. DESIGN PROFESSIONAL shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.

4.20.13.1 Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article, unless the awarding agency has an approved labor compliance program by the Director of Industrial Relations.

4.20.13.2 When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum

rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

4.21 Contingent Fee DESIGN PROFESSIONAL warrants, by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by DESIGN PROFESSIONAL for the purpose of securing business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

4.22 Davis-Bacon Wage Rates. This Agreement shall be subject to the following Davis-Bacon Wage Decision.

See **Exhibit I**.

4.23 Davis-Bacon Requirements. The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions (Office of the Secretary of Labor 29 CFR 5) are included in this Agreement pursuant to the provisions applicable to such Federal assistance.

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be

posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor

may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding. The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually

identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) That each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor,

Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training

Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR §§ 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR § 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR § 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC § 1001.

**ARTICLE V
FEDERAL REQUIREMENTS**

5.1 This Project is funded by Federal Highway Administration (FHWA). All Project work and Agreements will be subject to the review and approval of the Federal Highway Administration (FHWA).

5.2 The Design 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 the contract, for inspection by the City, Federal Highway Administration (FHWA), Caltrans, the State Auditor, the Comptroller General of the United States, or their duly authorized representatives.

5.3 RESERVED.

5.4 The Design Professional warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the Design 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 Design 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 Design Professional except as otherwise provided for in the Agreement.

5.7 The Design 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, which is prepared in whole or in part by non-employees of such 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 non-employees 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 RESERVED.

5.9 The City will perform a cost analysis of its Agreement with the Design 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 Design 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 Design 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. approval of contract modifications shall be obtained prior to beginning the work, except that in unusual circumstances the Design Professional may be authorized to proceed with work prior to agreement on the amount of compensation and execution of the contract modification, provided the has previously approved the work and has concurred that additional compensation is warranted.

5.13 The Design 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).

5.14 Cost Principles and Administrative Requirements. The DESIGN PROFESSIONAL agrees that 48 CFR 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.

5.14.1 The DESIGN PROFESSIONAL also agrees to comply with Federal procedures in accordance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

5.14.2 Any costs for which payment has been made to the DESIGN PROFESSIONAL that are determined by subsequent audit to be unallowable under 48 CFR 31 or 2 CFR 200 are subject to repayment by the DESIGN PROFESSIONAL to LOCAL AGENCY.

5.14.3 When a DESIGN PROFESSIONAL or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

5.15 Retention of Records/Audit. For the purpose of determining compliance with Gov. Code§ 8546.7, the DESIGN PROFESSIONAL, Subconsultants, and LOCAL AGENCY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the contract including, but not limited to, the costs of administering the contract. All parties, including the DESIGN PROFESSIONAL's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment under the contract and records

for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition. LOCAL AGENCY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the DESIGN PROFESSIONAL, Subconsultants, and the DESIGN PROFESSIONAL's Independent CPA, that are pertinent to the contract for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

5.16 Audit Review Procedures. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.

5.16.1 Not later than thirty (30) calendar days after issuance of the final audit report, DESIGN PROFESSIONAL may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

5.16.2 Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse DESIGN PROFESSIONAL from full and timely performance, in accordance with the terms of this contract.

5.16.3 DESIGN PROFESSIONAL and subconsultant contracts, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is DESIGN PROFESSIONAL's responsibility to ensure federal, LOCAL AGENCY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by DESIGN PROFESSIONAL and approved by LOCAL AGENCY Contract Administrator to conform to the audit or review recommendations. DESIGN PROFESSIONAL agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by DESIGN PROFESSIONAL to incorporate audit or review recommendations, or to ensure that the federal, LOCAL AGENCY or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

5.17 Subcontracting. Nothing contained in this contract or otherwise, shall create any contractual relation between the LOCAL AGENCY and any Subconsultants, and no subagreement shall relieve the DESIGN PROFESSIONAL of its responsibilities and obligations hereunder. The DESIGN PROFESSIONAL agrees to be as fully responsible to the LOCAL AGENCY for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the DESIGN PROFESSIONAL. The DESIGN PROFESSIONAL's obligation to pay its Subconsultants is an independent obligation from the LOCAL AGENCY's obligation to make payments to the DESIGN PROFESSIONAL.

5.17.1 The DESIGN PROFESSIONAL shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the LOCAL AGENCY Contract Administrator,

except that which is expressly identified in the DESIGN PROFESSIONAL's approved Cost Proposal.

5.17.2 Any subagreement entered into as a result of this contract, shall contain all the provisions stipulated in this entire contract to be applicable to Subconsultants unless otherwise noted.

5.17.3 DESIGN PROFESSIONAL shall pay its Subconsultants within seven (7) working days from receipt of each payment made to the DESIGN PROFESSIONAL by the LOCAL AGENCY.

5.17.4 Any substitution of Subconsultants must be approved in writing by the LOCAL AGENCY Contract Administrator in advance of assigning work to a substitute Subconsultant.

5.17.5 Prompt Progress Payment

DESIGN PROFESSIONAL or subconsultant shall pay to any subconsultant, not later than seven (7) working days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed DESIGN PROFESSIONAL on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from DESIGN PROFESSIONAL or subconsultant to a subconsultant, DESIGN PROFESSIONAL or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made. In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.

5.17.6 Prompt Payment of Withheld Funds to Subconsultants

The LOCAL AGENCY may hold retainage from DESIGN PROFESSIONAL and shall make prompt and regular incremental acceptances of portions, as determined by the LOCAL AGENCY, of the contract work, and pay retainage to DESIGN PROFESSIONAL based on these acceptances. The LOCAL AGENCY shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by DESIGN PROFESSIONAL or subconsultant to a subconsultant.

No retainage will be held by the LOCAL AGENCY from progress payments due to DESIGN PROFESSIONAL. CONSULTANTS and subconsultants are prohibited from holding retainage from subconsultants. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating DESIGN PROFESSIONAL or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to DESIGN PROFESSIONAL or subconsultant in the event of a dispute involving late payment or nonpayment by DESIGN PROFESSIONAL, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

Any violation of these provisions shall subject the violating DESIGN PROFESSIONAL or subconsultant to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to DESIGN PROFESSIONAL or subconsultant in the event of a dispute involving late payment or nonpayment by DESIGN PROFESSIONAL, deficient subcontract performance, or noncompliance by a subconsultant.

5.18 Equipment Purchase and Other Capital Expenditures. Prior authorization in writing by LOCAL AGENCY's Contract Administrator shall be required before DESIGN PROFESSIONAL enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$5,000) for supplies, equipment, or DESIGN PROFESSIONAL services. DESIGN PROFESSIONAL shall provide an evaluation of the necessity or desirability of incurring such costs.

5.18.1 For purchase of any item, service, or consulting work not covered in DESIGN PROFESSIONAL's approved Cost Proposal and exceeding five thousand dollars (\$5,000), with prior authorization by LOCAL AGENCY's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.

5.18.2 Any equipment purchased with funds provided under the terms of this contract is subject to the following: DESIGN PROFESSIONAL shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, DESIGN PROFESSIONAL may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If DESIGN PROFESSIONAL elects to keep the equipment, fair market value shall be determined at DESIGN PROFESSIONAL's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and DESIGN PROFESSIONAL, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY. Regulation 2 CFR 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars (\$5,000) is credited to the project..

5.19 Rebates, Kickbacks or Other Unlawful Consideration. The DESIGN PROFESSIONAL warrants that this contract was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right, in its discretion, to terminate this contract without liability, to pay only for the value of the work actually performed, or to deduct from this contract price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

5.20 PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING. The DESIGN PROFESSIONAL certifies, to the best of his or her knowledge and belief, that:

- No State, Federal, or LOCAL AGENCY appropriated funds have been paid or will be paid, by or on behalf of the DESIGN PROFESSIONAL, to any

person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this contract, or with the extension, continuation, renewal, amendment, or modification of this contract.

- 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 contract, the DESIGN PROFESSIONAL shall complete and submit Standard Form–LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

5.20.1 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 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

5.20.2 The DESIGN PROFESSIONAL also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

5.21 Non–Discrimination Clause and Statement of Compliance. The DESIGN PROFESSIONAL's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the DESIGN PROFESSIONAL has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR§ 8103.

5.21.1 During the performance of this contract, DESIGN PROFESSIONAL and its subconsultants shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. DESIGN PROFESSIONAL and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

5.21.2 DESIGN PROFESSIONAL and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135–11139.5, and the regulations or standards adopted by LOCAL AGENCY to

implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this contract by reference and made a part hereof as if set forth in full.

5.21.3 DESIGN PROFESSIONAL shall permit access by representatives of the Department of Fair Employment and Housing and the LOCAL AGENCY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or LOCAL AGENCY shall require to ascertain compliance with this clause.

5.21.4 DESIGN PROFESSIONAL and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

5.21.5 DESIGN PROFESSIONAL shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this contract.

5.21.6 The DESIGN PROFESSIONAL, with regard to the work performed under this contract, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

5.21.7 The DESIGN PROFESSIONAL shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the DESIGN PROFESSIONAL shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.

5.21.8 DESIGN PROFESSIONAL, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the LOCAL AGENCY components of the DBE Program Plan, DESIGN PROFESSIONAL, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

5.22 Debarment and Suspension Certification. The DESIGN PROFESSIONAL's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the DESIGN PROFESSIONAL or any person associated therewith in the capacity of owner, partner, director, officer or manager:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
3. Does not have a proposed debarment pending; and

4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

5.22.1 Any exceptions to this certification must be disclosed to LOCAL AGENCY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

5.22.2 Exceptions to the Federal Government excluded parties (<https://sam.gov/content/home>) maintained by the U.S. General Services Administration are to be determined by FHWA.

5.23 Reports or Meetings. Design Professional shall submit progress reports at least once a month. The report should be sufficiently detailed for the LOCAL AGENCY's Contract Administrator to determine, if Design Professional is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

5.23.1 Design Professional's Project Manager shall meet with LOCAL AGENCY's Contract Administrator, as needed, to discuss progress on the Agreement.

5.24 Funding Requirements. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.

5.24.1 This contract is valid and enforceable only if sufficient funds are made available to LOCAL AGENCY for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this contract in any manner.

5.24.2 It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.

5.24.3 LOCAL AGENCY has the option to terminate the contract pursuant to Section 2.6 Termination, or by mutual agreement to amend the contract to reflect any reduction of funds.

5.25 Inspection of Work. DESIGN PROFESSIONAL and any subconsultant shall permit LOCAL AGENCY, the State, and the FHWA if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract.

5.26 Safety. DESIGN PROFESSIONAL shall comply with OSHA regulations applicable to DESIGN PROFESSIONAL regarding necessary safety equipment or procedures. DESIGN PROFESSIONAL shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. DESIGN PROFESSIONAL personnel shall wear hard hats and safety vests at all times while working on the construction project site.

5.26.1 Pursuant to the authority contained in Vehicle Code §591, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. DESIGN PROFESSIONAL shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. DESIGN PROFESSIONAL shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

5.26.2 Any subcontract entered into as a result of this contract, shall contain all of the provisions of this section.

5.27 Ownership of Data. It is mutually agreed that all materials prepared by DESIGN PROFESSIONAL under this contract shall become the property of City, and DESIGN PROFESSIONAL shall have no property right therein whatsoever. Immediately upon termination, City shall be entitled to, and DESIGN PROFESSIONAL shall deliver to City, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by DESIGN PROFESSIONAL in performing this contract which is not DESIGN PROFESSIONAL's privileged information, as defined by law, or DESIGN PROFESSIONAL's personnel information, along with all other property belonging exclusively to City which is in DESIGN PROFESSIONAL's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this contract must be approved in writing by City.

5.27.1 Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by DESIGN PROFESSIONAL hereunder to be work made for hire. DESIGN PROFESSIONAL acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of City without restriction or limitation upon its use or dissemination by City.

5.27.2 Nothing herein shall constitute or be construed to be any representation by DESIGN PROFESSIONAL that the work product is suitable in any way for any other project except the one detailed in this contract. Any reuse by City for another project or project location shall be at City's sole risk.

5.27.3 Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal- aid contracts).

5.27.4 LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the contract shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

5.28 Additional Requirements. Design Professional shall comply with all provisions listed in Attachment 3 (Miscellaneous Federal Requirements), Attachment 4 (Pertinent Non-Discrimination Authorities) and Attachment 5 (Clauses for Construction/Use/Access to Real Property Acquired Under The Activity, Facility Or Program) of this Agreement. In addition, Design Professional shall insert Attachments 3, 4 and 5 into all subcontracts to perform work under this Agreement.

ARTICLE VI INDEMNIFICATION

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

6.2 Design Professional Services Indemnification and Defense.

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

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

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

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

**ARTICLE VII
MEDIATION**

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

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

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

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

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

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

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

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

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

ARTICLE VIII

INTELLECTUAL PROPERTY RIGHTS

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

or statutory patent, copyright, trademark, or any other intellectual proprietary right to the City to the Deliverable Materials.

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

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

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

8.5 Subcontracting. In the event that Design Professional utilizes a Subcontractor(s) for any portion of the Work that is in whole or in part of the specified Deliverable Materials to the City, the agreement between Design Professional and the Subcontractor [Subcontractor Agreement] shall include a statement that identifies that the Deliverable Materials/Work product as a "work-for hire" as defined in the Act and that all intellectual property rights in the Deliverable Materials/Work product, whether arising in copyright, trademark, service mark or other belongs to and shall vest solely with the City. Further, the Subcontractor Agreement shall require that the Subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to the City, all titles, rights and interests in and to said Work/Deliverable Materials, including all copyrights and other intellectual property rights. City shall have the right to review any Subcontractor agreement for compliance with this provision. Any subcontract in excess of \$25,000.00 entered into as a result of this contract, shall contain all provisions stipulated in this contract to be applicable to the subcontractors.

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

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

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

ARTICLE IX MISCELLANEOUS

9.1 Notices. In all cases where written notice is required under this Agreement, service shall be deemed sufficient if the notice is deposited in the United States mail, postage paid. Proper notice shall be effective on the date it is mailed, unless provided otherwise in this Agreement. For the purpose of this Agreement, unless otherwise agreed in writing, notice to the City shall be addressed to: Engineering & Capital Projects Department, c/o Nenad Damnjanovic, 525 B Street, Suite 750 MS 908A, San Diego, CA 92101, and notice to the Design Professional shall be addressed to: Dokken Engineering, Mary Elizabeth Westrum, 1450 Frazee Road, Suite 100, San Diego, CA 92108, mwestrum@dokkenengineering.com.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9.21 Survival of Obligations. All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Agreement, as well as all

continuing obligations indicated in this Agreement, shall survive, completion and acceptance of the Professional Services and termination or completion of the Agreement.

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

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

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

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

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

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

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

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

9.25 Equal Pay Ordinance. Unless an exception applies, Design Professional shall comply with the Equal Pay Ordinance (EPO) codified in the San Diego Municipal Code (SDMC) at section 22.4801 through 22.4809. Design Professional shall require all of its

subconsultants to certify compliance with the EPO in their written subcontracts. Design Professional must post a notice informing its employees of their rights under the EPO in their workplace or job site. By signing this Agreement with the City of San Diego, Design Professional acknowledges the EPO requirements and pledges ongoing compliance with the requirements of SDMC Division 48, section 22.4801 et seq., throughout the duration of this Agreement.

9.26 Required Contract Provisions – Federal-Aid Construction Contracts. The requirements in Exhibit J [FHWA Form 1273 – Required Contract Provisions – Federal-Aid Construction Contracts] are conditions of the receipt of financing from the United States Federal Highway Administration. The firm contracting with the City (Design Professional) shall comply with all of the requirements as listed in Exhibit J.

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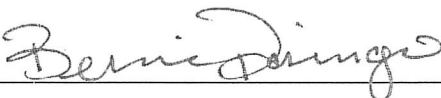
IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor, pursuant to San Diego Municipal Code 22.3207, authorizing such execution, and by the Consultant pursuant to Dokken Engineering's signature authority document.

I HEREBY CERTIFY I can legally bind Dokken Engineering and that I have read all of this Agreement, this 5th day of September, 2025.

By 
John A. Klemunes, Jr., P.E.
President

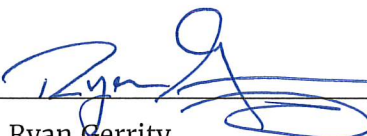
Dated this 8th day of October, 2025.

THE CITY OF SAN DIEGO
Mayor or Designee

By 
Berric Doringo
Deputy Director
Purchasing & Contracting

I HEREBY APPROVE the form of the foregoing Agreement this 15th day of OCTOBER, 2025.

HEATHER FERBERT, City Attorney

By 
Ryan Gerrity
Deputy City Attorney

DESIGN PROFESSIONAL AGREEMENT
EXHIBITS

SCOPE OF SERVICES

1.0 BACKGROUND

The City of San Diego received Federal Highway Administration (FHWA) Highway Bridge Program (HBP) Funding administered through the California Department of Transportation (Caltrans) to rehabilitate the Fairmount Ave Bridge East/West. The bridges, located southeast of Mission Valley in the City of San Diego, are classified as “Structurally Deficient” by the California Department of Transportation (Caltrans).

The existing bridges are located on Fairmount Avenue at the intersection of Aldine Drive. Fairmount Avenue is a divided four lane Urban Principal Arterial that runs south-north with a posted speed limit of 55 mph in the northbound direction and 50 mph in the southbound direction. It is a local route that primarily services the communities of Kensington and Talmadge south of I-8 and provides additional connectivity to Normal Height and City Heights.

The substructure of both existing bridges consists of three continuous reinforced concrete box girder spans on two open end reinforced concrete diaphragm abutments and two reinforced concrete column bents, supported by steel piles. Each bridge carries two lanes of vehicular traffic with no shoulders and no sidewalk. The overall width of each bridge deck is 28 feet.

Phase 1 of Fairmount Avenue bridge rehab east/west project that included preliminary engineering studies and evaluations, preliminary environmental and preliminary geotechnical study has been completed. Different alternatives for bridge rehabilitation and replacement were developed and final alternative 3A is selected as the following:

Proposed project will involve widening the existing bridges with precast concrete box girders to provide two 12-foot lanes, an 8-foot outer shoulder, a 4-foot inner shoulder, and a barrier-separated 6-foot sidewalk. Other design elements include providing the 6-foot sidewalk along the east side of the off-ramp leading to Aldine Dr. and retaining wall and sidewalk along the northbound Fairmount Avenue on-ramp, and ADA upgrades.

Documentation from Phase 1 to be used for continuation of the design in Phase 2 is available in the link provided in section 4.0 of this exhibit.

2.0 FHWA & CALTRANS GUIDELINES

This project is federally funded in coordination with the California Department of Transportation (Caltrans) and the Federal Highway Administration (FHWA). Familiarity with Caltrans policies, procedures, and processes via Local Assistance Procedures Manual/Local Assistance Program Guidelines (LAPM/LAPG) is required. Familiarity with Caltrans and City of San Diego design standards and practices is also required.

3.0 SCOPE OF SERVICES

Under this proposal, consultant will need to provide work for phase 2 that includes:

Preparation of environmental document (CEQA and NEPA), final plans, specifications, and estimates (PS&E) for final alternative selected in Phase 1. Also, to include any environmental studies, technical reports or memorandums that may be deemed necessary to complete PS&E phase.

Engineering support during the bid and award phase for construction contract and engineering support during construction, including the assistance in preparation of the As-builts for the project upon construction completion.

The proposal shall include, but may not be limited to, the following disciplines:

- Civil Engineering
- Traffic Engineering
- Environmental Services
- Water Quality Services
- Structural Engineering
- Geotechnical Services
- Hydrological Engineering
- Surveying
- Landscape Architecture

Break down of the tasks for phase 2 is as follow:

3.1 Project Management

In-person and virtual meetings, deliveries, presentations, development and monitoring of action items. Preparation of agenda and meeting minutes and participation in project “kick-off” meeting after Notice to Proceed and project delivery team (PDT) meetings. Preparation of monthly progress reports delivered with the monthly invoices, work progress monitoring, budget monitoring, coordination and communication with City project manager, sub-consultants, project stakeholders and regulatory agencies. Preparation and regular updates of detailed Milestone Schedule and Microsoft Project Schedule.

Quality control and quality assurance of all project deliverable items delivered to the City and products prepared by subconsultants.

The duration of the project management effort should be continuous through completion of the job.

3.2 Design Survey and R/W (Right of Way) Engineering

3.2.1 Supplemental Topographic Surveys and Mapping

Verify supplemental topographic survey mapping provided by City in the link below and prepare (if required) any additional survey mapping, in accordance with City of San Diego Survey standards, required for final design.

Verify supplemental topographic surveys and mapping that City provided in the link below.

3.2.2 Right of Way and Boundary Surveying and Mapping

Obtain the necessary mapping and documentation from the County to survey and map all adjoining properties within the project limits. This will include requesting recorded survey maps, deeds, corner records and other necessary documentation and purchase of title reports to fully understand right of way and easement concerns at the adjacent

properties that may be affected by the project. Prepare overall base map as the basis of the right of way and parcel boundaries that will include ownership and parcel information with sufficient detail and accuracy to be applicable to the development of plats and legal descriptions during later phases of the project.

3.2.3 Right of Way Support

Prepare plats and legal descriptions as necessary for the project meeting the latest City of SD Development Services requirements. This will include plats and legal descriptions for temporary construction area (TCA), easements and/or additional right of way that is required for the project.

3.3 Utilities

3.3.1 Utility Coordination and Meetings

Coordinate and meet with utility owners to coordinate utility protection and relocations during the design process. Utilities anticipated to require coordination under this task are SDG&E Transmission Electrical, SDG&E Distribution Electrical, SDG&E Gas distribution, AT&T telephone, and Cox Communications Cable TV. Coordination with the City of San Diego for Water and/or Sewer relocations should be included in the design tasks below.

3.3.2 Utility Correspondence

Follow Caltrans guidelines for formal correspondence with utility owners. Prepare utility Notice to Owners for City signature, mail and monitor responses. Letters to include a request for liability determination and the notice to owner to relocate. Prepare Utility Agreements in coordination with City staff, and send to utility owners as necessary.

3.3.3 Utility Potholing

Prepare a pothole plan to supplement information gathered during previous phases. Utility potholing should be limited investigation of utility locations and does not guarantee utility locations in areas not potholed. Update utility base mapping to reflect pothole results and identify pothole locations. Develop subsurface investigation report based on the results of the potholing.

3.3.4 Utility Conflict Analysis and Resolution

Provide a utility conflict analysis for the proposed design that identifies each of the conflicting utilities. Provide conflict maps for use in coordination with utility owners identifying clearly; the conflicting utility, the location and limits of the conflict, if the conflict could be resolved in a way not requiring relocation through a brief written analysis. A utility high/low risk certification will be prepared for submittal to Caltrans.

Identify all utility conflicts on the plans, list the owners of the utilities and stations of the comments.

3.4 Engineering Studies

3.4.1 Geotechnical Investigation

Provide all necessary field and data investigation and testing and create geotechnical investigation report that contains design recommendation for bridge structure and bridge foundation and for the design of any other structure under the scope of this project (including, but not limited to the retaining wall, abutments, roadway, sidewalks etc.). Geotechnical engineering design services should be provided through the whole PS&E phase.

Geotechnical investigation report to include but not to be limited to the following elements:

- Evaluation of seismicity and estimation of Peak Ground Acceleration based on the Caltrans design criteria, and recommendations of ARS curve for bridge structural design.

- Assessment of soil liquefaction potential, seismic settlement, seismic slope stability and fault analysis.
- Foundation analysis for bridge.
- Evaluation of soil corrosivity conditions and recommendations for mitigation measures.
- Recommendations for design of pavement structural section in accordance with City of San Diego Standard Drawings.
- Soil profiles for design purposes.

Prepare Foundation Report per Caltrans Foundation Report Guidelines for Bridges (2021). Provide report that include geotechnical design and bridge construction recommendations. Include in Foundation Report section for any other structure under the project scope, including structure pavement recommendations and recommendations for the retaining wall.

3.5 Drainage and Stormwater

3.5.1 Drainage Report

Conduct a detailed drainage investigation to confirm the existing and proposed drainage features. This should include but is not limited to review of the available hydrologic and hydraulic data, conducting a site visit to assess existing conditions, flow patterns, and facilities, performing on- and off-site hydrologic analyses for the existing and post-project condition, emphasizing the primary objective of maintaining existing flow patterns.

Prepare Draft Drainage Report at 60% of design that documents the hydrologic and hydraulic analyses and provide a detailed discussion of the following: existing conditions and facilities in the project area, existing and post-project drainage patterns, and any issues of special concern or significance. Upon the draft drainage review by City staff,

address the comments and finalize the report at final design phase (Final PS&E).

3.5.2 Storm Water Forms

On October 1, 2018, the City's Storm Water Standards went into effect to comply with the 2013 San Diego MS4 Permit (Order No. R9-2013-0001 as amended by R9-2015-0001 and R9-2015-0100). To comply with these regulations, consultant will need to determine applicable storm water management requirements, develop post-construction BMPs (Best Management Practices) for the widening of Fairmount Avenue to meet City's Storm Water requirements.

Assumption is that project will qualify for PDP Exemption Category 2 for redevelopment of existing paved roads utilizing BMP options listed in the Green Streets Municipal Handbook and in accordance with the City's October 2018 Storm Water Standards Manual. Storm water BMPs may include proprietary devices (such as modular wetlands), bioretention, biofiltration, and swales. Design post-construction BMPs to meet the storm water pollution control requirements.

Submit the Draft Storm Water Requirements Applicability Checklist (Form DS-560), Standard SWQMP Forms I-4A and I-5A, and the Green Street Exemption Form J-1 to the City for review at the 60% design and finalize upon completion of the Final plans (Final PS&E).

3.6 Environmental

3.6.1 Technical Studies

Natural Environment Study (Minimal Impact) – Conduct field surveys and literature research to assist in determining the existence or potential occurrence of sensitive plant and animal species on the project site or in the vicinity. In accordance with Caltrans guidelines, obtain list of threatened and endangered species known in the project vicinity from the United States Fish & Wildlife Service (USFWS).

Conduct fieldwork in order to assess the presence/absence of sensitive biological resources (e.g., species or habitats), and to determine the potential for occurrence of such resources that may not be detectable when the fieldwork is conducted. Map location of any sensitive biological resources present onsite, including plants and plant communities. Prepare a Natural Environment Study Minimal Impact [NES(MI)] consistent with the Caltrans (Standard Environmental Reference) SER that will include a description of the field methods used and the results of the biological studies of the project area. The report should list plant and animal species present, along with a general description of the plant communities occurring within the project area. If any sensitive resources are found, prepare an exhibit showing the location of the resource and include this exhibit in the NES. Identify and assess project impacts on the existing biological resources, including any sensitive species. Minimization and mitigation measures should be included as necessary.

Note: Draft “Natural Environment Study (Minimal Impacts)” document is given in the link in section 4.0, in Task 2.6 folder for consultant’s reference to assist in document preparation.

3.6.1.1 City of San Diego Multiple Species Conservation Program Consistency Memorandum

Prepare a memorandum to demonstrate consistency with the San Diego Multiple Species Conservation Program (MSCP). Report should incorporate documentation, research and field surveys from the NES(MI) and provide the determination that this project would be consistent with each of the requirements of the MSCP. Provide specific evaluations for each of the plant and animal species protected under the MSCP as well as a determination regarding their potential to occur within the project area. If there is an impact to sensitive species, propose the appropriate avoidance, minimization, and mitigation measures prescribed by the MSCP to ensure impacts to those

protected species and/or their habitat are reduced to a less than significant level under CEQA.

3.6.1.2 Section 7 Biological Assessment

The project may have direct and indirect impacts to federally listed species. Consultation with USFWS is anticipated regarding impacts to coastal California gnatcatcher. Consistent with Section 7 of the Endangered Species Act, Biological Assessments will need to be prepared to initiate consultation with USFWS. The report will include attendance at meetings, coordination with the project team, responses to information requests, and research of mitigation options. After completion of the Biological Assessments, USFWS will issue a Biological Opinion regarding the specific threatened or endangered species that could incur impacts to their habitat or to the species themselves.

3.6.1.3 Visual Resources Impact Memorandum

Prepare a Visual Impact Assessment Memorandum to document the visual changes to the Fairmount bridge as a result of the widening. The project's preliminary score on the Visual Impact Assessment Guide (Caltrans Standard Environmental Reference [SER] Chapter 27 Visual and Aesthetics Review) is below 14, which allows a brief visual assessment in memorandum form to be sufficient for the project. The memorandum should include the following graphics: a vicinity map, representative photographs, and a map of representative photograph locations.

Note: Draft "Visual Impact Assessment Technical Memorandum" document is given in the link in section 4.0, in Task 2.6 folder for consultant's reference to assist in document preparation.

3.6.1.4 Community Impacts Technical Memorandum

EXHIBIT A

Prepare a Community Impact Assessment Memorandum (CIA) to document potential impacts this project could have to the local community, minority, and low income populations as well as to evaluate the potential for public controversy. Pursuant to NEPA requirements, impacts to low income population will be evaluated consistent with federal Environmental Justice policy. The CIA will be based on current Caltrans Guidelines (Environmental Guidelines Volume 1, Chapter 24 – Community Impacts) and will discuss social impacts, businesses and residences affected by the project, and community resources such as schools, parks, and emergency services. Residential relocations are not anticipated.

Note: Draft “Land Use and Community Impacts Memorandum” document is given in the link in section 4.0, in Task 2.6 folder for consultant’s reference to assist in document preparation.

3.6.1.5 Historic Property Survey Report/Archaeological Survey Report

Complete all cultural resource efforts in compliance with Section 106 of the National Historic Preservation Act (NHPA) and follow the requirements set forth in the Caltrans Environmental Handbook Volume II, Cultural Resources and the Programmatic Agreement among the Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and the California Department of Transportation Regarding Compliance with Section 106 of the National Historic Preservation Act, that is pertains to the administration of the Federal-aid Highway Program in California. A Caltrans format short form HPSR should be prepared to document all cultural findings and conclusions based on initial surveys and findings. As part of the report, a pedestrian survey and record search should be obtained.

EXHIBIT A

Prepare the archaeological portion of this document as an Archaeological Survey Report (ASR) according to Caltrans specifications. This report should describe: 1) the results of Native American Consultation, 2) research and field methods used in identifying cultural resources, 3) the archaeological and historic resources identified in the project vicinity, and 4) the potential of the project to adversely impact any archaeological or historic resources.

Note: Draft “Cultural Memorandum” document is given in the link in section 4.0, in task 2.6 Folder for consultant’s reference to assist in document preparation.

3.6.1.6 Noise Impact Memorandum

The project is not considered a Type I project under Caltrans Noise Analysis Protocol because the widened bridge and associated improvements would not be substantially different compared to the existing environment. No substantial horizontal or vertical change from the existing condition is expected. A Noise Technical Memorandum needs to be prepared to document temporary construction impacts, local noise ordinances, and suitable measures to minimize construction noise.

Note: Draft “Noise Memorandum” document is given in the link section 4.0, in Task 2.6 folder for consultant’s reference to assist in document preparation.

3.6.1.7 Hazardous Waste Phase I Initial Site Assessment

Prepare an Initial Site Assessment (ISA) to identify all documented hazardous waste sites located within the project study area, as well as facilities located within the project study area that store, transfer, or utilize large quantities of hazardous materials. Conduct an agency records search to identify all hazardous waste sites located within the project study area

classified as a hazardous waste site under state law and conduct a visual survey of the project area via available public access to identify any obvious area of hazardous waste contamination. If hazardous waste sites are identified within the project study area (via governmental records and/or the visual survey), determine the potential impact to the project and identify subsequent procedures to determine the extent of contamination and remediation requirements. Pursuant to the findings in the Caltrans approved Preliminary Environmental Study (PES), the project has the potential for Aerially Deposited Lead (ADL), asbestos, and lead to occur within the bridge and adjacent roadway and phase II testing is anticipated.

Note: Draft “Hazardous Waste Phase 1 Initial Site Assessment” document is given in the link in section 4.0, in Task 2.6 folder for consultant’s reference to assist in document preparation.

3.6.1.8 Hazardous Waste Phase II Testing

Collect samples of the bridge and surrounding areas and analyze them for asbestos, lead, and ADL in order to determine the level of Asbestos-Containing Materials and National Emission Standards for Hazardous Air Pollutants (ACM/NSHAP) monitoring required during demolition of the bridge and roadway during construction. Prepare site investigation report.

Conduct ACM survey that is required as a component of the permitting process with San Diego Air Quality Management District.

3.6.2 Environmental Documentation

City will need to prepare and file all draft and final environmental documentation necessary under the California Environmental Quality Act (CEQA) which is anticipated to be an Initial Study with Draft Mitigated Negative Declaration (IS/MND). Consultant will provide

support services during public circulation of the draft environmental document, as well as assist the City with addressing any public comments.

3.6.2.1 Public Circulation of the IS/MND

During the 30-day public review period of the Draft IS/MND, a public informational meeting will be necessary to solicit comments about the project. It is anticipated that Consultant will attend this meeting to answer any questions regarding the technical studies for the project, any potential environmental impacts, as well as the environmental and construction schedule.

3.6.2.2 Response to Public Comments

At the close of the public review period for the IS/MND, Consultant will meet with City staff to review any comments on the IS/MND that were received, and to discuss potential responses to these comments. Consultant will then formulate responses to the comments on the IS/MND in a Comment Resolution Matrix. Once draft responses to comments are completed, they will be submitted to the City's staff for review and comment. This scope and fee assumes that the City will prepare and file all relevant documentation in support of the final CEQA document.

3.6.2.3 NEPA Categorical Exclusion

Per the Caltrans approved PES, the project qualifies for a Categorical Exclusion (CE) 23 USC 327 under NEPA. Consultant will work with Caltrans Local Assistance to prepare a Categorical Exclusion as the NEPA approval document for the project and will include avoidance, minimization and mitigation measures provided in the technical studies prepared.

3.6.3 Environmental Permitting

3.6.3.1 Section 404 Nationwide Permit 14

Construction of the proposed bridge project has the potential to impact waters of the U.S.; therefore, Consultant will prepare and process an application for the permit required for compliance with Section 404 permits under the authority of the U.S. Army Corps of Engineers (USACE).

3.6.3.2 Section 401 Water Quality Certification

The proposed project has the potential to impact waters of the U.S.; Consultant will prepare and process an application for the permit required for compliance with Section 401 permits under the authority of the Regional Water Quality Control Board (RWQCB).

3.6.3.3 Section 1602 Streambed Alteration Agreement

The project has the potential to impact jurisdictional waters of the State, as well as California Department of Fish and Wildlife (CDFW) habitat; therefore, Consultant will prepare and process an application for the permit required for compliance with Section 1602 permits under the authority of CDFW.

3.7 Conceptual Structures Submittal

3.7.1 Type Selection Report

Prepare a Type Selection Report to document the bridge types considered for the widening of the existing Fairmount Avenue Bridges. The report to include a comparison of the structure alternative types studied and should provide a recommendation of the most economically feasible alternative for the bridge that minimizes impacts to adjacent project features and functions. In addition, the Report should discuss the anticipated structural configurations, geotechnical issues, geometric constraints, traffic staging, construction staging, aesthetic treatments, and special design needs for the structure. The report will contain a

General Plan, General Plan Estimate, Foundation Plan, Project Seismic Design Criteria, and supporting documentation for the seismic assessment of the existing structures. The General Plan to show the plan, profile, and typical section views. Denoted on these views utility locations on the bridge, column sizes, barrier types, lighting, aesthetic treatments, slope protections and lane/shoulder widths. The Foundation Plan Sheet to show existing utilities with resolutions to any utility conflicts. Prepare also a Bridge Deck Drainage Report and submitted for review.

3.8 60% Design PS&E Submittal

3.8.1 60% Plans

Prepare 60% plans in accordance with City and AASHTO standards. The plans shall be prepared for use with latest City of San Diego Standard Drawings and Standard Specifications for Public Works Construction (“GREENBOOK”) and the City’s supplement included in the City’s Standard Specifications for Public Works Construction (“WHITEBOOK”). The plans will be prepared in English Units and delivered in Bentley Open Roads designer software per the latest City of San Diego’s CAD Standards and Survey Deliverables 2.3. The 60% design effort will include all plan sheets required for construction with a 60% level of detail (plans to include but are not limited to: Cover Sheet, Sheet Index and General Notes, Typical Cross Sections, Demolition Plan, Roadway Plan/Profile, Drainage Plans and Details, Construction Details, Existing Utilities Plan, Utility Relocation Plans, Contour grading and limitation plans, Sidewalk, curb and pedestrian ramp design plans, Signing and Striping Plans, Landscaping Plans, BMP Plans, Retaining Wall Plans and details, Structural Plan, Traffic Control plans).

3.8.2 60% Specifications Outline and Estimate

Provide an outline of the specifications using the Whitebook and Green book format. All necessary sections shall be identified. Prepare a detailed construction cost estimate based on the 60% Plans. The quantities shall

be based on estimated quantities and calculations. The City will provide Consultant the most recent master bid list for use as a template for the cost estimate. Unit prices will be estimated from recently advertised City and regional project bid results.

3.9 90% Design PS&E Submittal

3.9.1 90% Plans

Review and respond to any City and Caltrans Structures Local Assistance comments from the 60% Plans submittal. Once all comments are addressed, continue with the design effort to reach the 90% level of detail. Prepare a revised plan set on the 90% level of detail. Any changes from the 60% Plans submittal shall be identified and shared with the City.

3.9.2 Structures Design Calculations

Complete and prepare a set of full detailed bridge design calculations for all elements of the East and West widening structures, signed and stamped by a Registered California Professional Engineer. Design calculations will confirm element capacities conforming to AASHTO Bridge Design Specifications, 8th Edition, California Amendments published by Caltrans, applicable Caltrans memorandums, and the California Seismic Design Criteria, version 2.0.

3.9.3 Structures Independent Check

Complete an independent design check for the structures performed by a Registered California Professional Engineer completely independent from the designer. The design checker shall prepare a complete set of design check calculations to verify the capacity of all substructure and superstructure elements. All structure plan details shall be reviewed by the check engineer for completeness and accuracy. A thorough review of the details shall be performed for clarity, capacity, standards, and constructability issues. When the independent check is complete, the checker and designer shall compare their results and resolve any

differences. The calculations shall be corrected so that they agree substantially with each other. Agreement is then reached regarding corrections to the plans. After plan corrections, both the designer and checker shall review the corrected details to ensure all concerns have been addressed.

3.9.4 90% Specifications and Estimate

Utilize the Draft Specifications Outline from the 60% submittal and provide a complete set of special provisions covering all aspects of the project not within standard specifications. The specifications will be prepared in City of San Diego and Greenbook format. Prepare a revised construction cost estimate on the 90% level of detail. City to provide latest Supplementary Special Provisions (SSP) template at beginning of 90% design. Any changes in unit items or costs from the 60% submittal shall be identified and shared with the City.

3.10 100% Design PS&E Submittal

3.10.1 100% Plans

Review and respond to any City and Caltrans Structures Local Assistance comments from the 90% Plans submittal. Once all comments are addressed, continue with the design effort to reach the 100% level of detail. Prepare a revised plan set on the 100% level of detail. Any changes from the 90% Plans submittal shall be identified and shared with the City.

3.10.2 100% Specifications and Estimate

Review and respond to any City and Caltrans Structures Local Assistance comments from the 90% Specifications and Estimate submittal. Prepare a revised construction cost estimate on the 100% level of detail. Any changes in unit items or costs from the 90% submittal shall be identified and shared with the City.

3.11 Final Design PS&E Submittal

3.11.1 Final Plans

Review and respond to any City and Caltrans Structures Local Assistance comments from the 100% Plans submittal. Coordinate with City staff to resolve the comments and questions raised by City staff on the 100% submittal. This package shall be the final construction document to advertise and build the project.

3.11.2 Final Specifications and Estimate

Review and respond to any City and Caltrans Structures Local Assistance comments from the 100% Specifications and Estimate submittal. Once all comments are addressed, continue with the preparation of the Final specifications and estimate. This package will be the final construction document to advertise and build the project, including final plans, bid schedule, specifications, and cost estimates.

3.12 Bid Support, Construction Support and As-Builts

Prepare Resident Engineers (RE) Pending file, per Section 4-9 of the Caltrans OSFP Information and Procedures Guide. This task includes items such as 4-scale, as-built drawings, quantity calculation forms, right of way plats and legal descriptions, applicable reports, applicable correspondence, monumentation data, public agency contacts, and specifications.

3.12.1 Prepare R.E. Pending file

Prepare Resident Engineers (RE) Pending file, per Section 4-9 of the Caltrans OSFP Information and Procedures Guide. This task includes items such as 4-scale, as-built drawings, quantity calculation forms, right of way plats and legal descriptions, applicable reports, applicable correspondence, monumentation data, public agency contacts, and specifications.

3.12.2 Bid support

Provide support to the City during the bidding process for the project. This includes attendance at a pre-bid meeting, responding to any

Contractor Request for Information (RFI), and providing clarifications during the bid process. Prepare any addendums needed to the contract during the bid process.

3.12.3 Construction support

Provide technical support to the City and the Construction Manager during the construction phase of the project. This support will include the following:

3.12.4 Construction Meetings

Attend construction meetings, including pre-pre construction meeting, pre-construction meeting, field review meetings, construction progress meetings, and public meetings.

3.12.5 Requests for Information / RFI

Prepare written responses to RFIs. Resolve any discrepancies in the contract documents and visit the jobsite as required to address construction related issues when requested by the Resident Engineer and/or Construction Manager. Prepare a complete RFI Document Report and deliver to the City at the end of construction. Contractor and City's Resident Engineer will provide any other construction-related changes to the Consultant for inclusion in the RFI report.

3.12.6 Construction Change Orders (CCO)

Consultant to assist the Resident Engineer and/or Construction Manager in preparing, reviewing, and recommending resolutions to proposed CCOs. This task could include but is not limited to plan sheet revisions, updates to the supplemental special provision, supplemental calculations and independent check calculations, updates to quantity calculations and independent quantity check calculations.

3.12.7 Review of Submittals and Working Drawings:

Review submittals and working drawings for conformance with contract documents. This task includes incorporation of comments from the City and Caltrans, preparation of markups of the submittals and working drawings, and stamping submittals and working drawings to indicate whether they are approved or required to be resubmitted.

3.12.8 Landscape and Irrigation

Landscape and Irrigation (Soil Preparation Review, Irrigation Mainline Pressure Test, Irrigation Coverage Test, Plant Material Review, Planting Area Layout Review, Substantial Completion Review/ Punch List Preparation, Punch List Completion Review, Final Walkthrough Review)

- Review the preparation of soils per City standard specifications, including soil amendments, fertilizers, watering program, etc.
- Review the points of connection, equipment installation, and pressure test results as presented by the Contractor to the Resident Engineer.
- Review the installed irrigation systems for remote operability, equipment models and installation, equipment operation, and coverage of water distribution of all existing and proposed plant materials for full coverage and full operability.
- Review plant materials upon delivery to the site for compliance with the specifications and standards for nursery stock.
- Review the Contractor's planting area layout of planting materials for review prior to installation within each individual planting area. Coordinate with the City and the Contractor to arrange for field review times prior to installation.
- Review newly-installed planting and irrigation systems. A punch list will be developed to list any items to be completed for compliance with the contract documents.

- Review all punch list items to confirm completion of correction for compliance with the contract documents and field direction provided to the Contractor. Upon completion of the punch list items, the Contractor will be provided with a completion letter and recommendation to begin the maintenance period.
- Upon completion of the maintenance period, a final walkthrough shall be completed to observe complete installation of planting and irrigation improvements indicated in the contract documents. As a result of final walkthrough, a written acceptance letter will be issued that acknowledges the completion of the work upon the completion of punch list items.

3.12.9 As-Builts

This task includes assistance to the City in the preparation of As-Builts for the project. The City will provide all appropriate redlines to the Consultant who will create the As-Built plan set. Consultant will also incorporate any formal changes per the RFI Document Report into the As-Built Plans. Consultant will field-verify all provided information and present their findings to the City for approval prior to memorializing the findings onto the as-builts.

3.12.10 Load rating

Provide the bridge load ratings including all SHVs (special haul vehicles) and EVs (Emergency Vehicles) with the calculations and software models according to the latest AASHTO manual for Bridge Evaluation and latest edition of Caltrans Bridge Load Rating Manual

3.13 Additional Services

3.13.1 Foundation Optimization Report (Additional Services)

Prepare a Foundation Optimization Report to document the foundation types considered for the widening of the Fairmount Avenue Bridges. The report should include a comparison of the foundation alternatives studied, and will provide a recommendation of the most economically

feasible foundation alternative. In addition, the Report will discuss constructability, impacts to existing site drainage and utilities, traffic impacts and traffic handling/staging requirements, and will include a detailed cost comparison of alternative foundation types considered.

3.13.2 Additional Services

If the City requires additional Professional Services beyond the scope of services listed above due to changes in standards, unanticipated issues or any additional City request, complete the work under this sub-task. Potential Additional Services may include, but are not limited to:

- Additional community outreach support.
- Non-standard structural design not previously anticipated.
- Visual simulations/renderings.
- Construction simulation video.
- Permanent Storm Water BMP's design, if not PDP exempt.
- HMP (Habitat Management Plan) design/preparation.
- Additional concept studies beyond those in this scope.
- Additional plan submittals in addition to those in this scope.
- Floodway analysis.
- Design exceptions (to note any exception to AASHTO or City standards, explain deviations and what would take to meet the standard. Preparation deviation from standards forms stamped by the Registered California PE).

4.0 AVAILABLE DOCUMENTATION FROM PHASE 1

The final alternative selected during Phase 1 is 3A. The following documentation from phase 1 is available in the link:

EXHIBIT A

<https://drive.google.com/drive/folders/1sgifFLD9tdOfBnKVEJ5vHmsw5VNYHGvk?usp=sharing>:

<u>Folder</u>	<u>File Name</u>	<u>Description</u>
Task 1.2		
2541 DWG and TOPO files	12 files for drawings, 6 files for topo, Codesheet	Drawing Files
Preliminary Foundation Report	Fairmount Avenue PFR V1 190408	Preliminary Foundation Report
As-Builts and Utility A Letters	31002-03-D - Fairmount Ave Trunk Sewer ATT Combined COX FACILITY MAP1 ALDINE DOWN TO 44TH COX FACILITY MAP2 UP TO MONTEZUMA Crown Castle UTR-0318-127 Elect Asset map DKAD Gas Asset Maps_2018-0315	Sewer As-Built ATT Map Cox Facility Map 1 Cox Facility Map 2 Crown Castle Map Electrical Asset Map Gas Asset Map
Task 1.3		
Field Review Handout	05_2541_Fairmount Bridge Exhibit - Pedestrian and Bicycle Connectivity	Ped & Bicycle Connectivity Exhibit
Task 1.5		
Attachments and Figures	2541_Project Study Report DRAFT_2019-0726 ATTACHMENT_A_2541_Fairmount Bridge Exhibit – Existing Conditions_ ATTACHMENT_C_Seismic Study and LCCA_2019-0603 ATTACHMENT_E_2541_KensingtonTalmadge_Pedestrian_Plan ATTACHMENT_G_2541_GP01_Exhibit_APS_Alt3A ATTACHMENT_J_2541_Fairmount Bridge Exhibit_ALT 3A_Medium-Precast_ ATTACHMENT_K_2541_Fairmount Bridge Exhibit – Daily Traffic Volumes_Black ATTACHMENT_L_19_0709 Fairmount Environmental Constraints Analysis 191014 – 5004(200) PES (CT signed) 191014 – 5004(198) PES (CT signed) F1_Vicinity F2_Location F3_Project Features Traffic Draft Schematics	Project Study Report (Draft) Existing Conditions Exhibit Seismic Assessment and Life Cycle Cost Analysis Kensington-Talmadge Pedestrian Plan Alt 3A Exhibit Alt 3A – Medium Build Precast Exhibit Traffic – ADTs Exhibit Environmental Constraints Analysis Preliminary Environmental Study (200) Preliminary Environmental Study (198) Figure 1 – Project Vicinity Figure 2 – Project Location Figure 3 – Project Area Traffic – ADTs
Estimate	2541 Estimate (6-Page) Alt 3a-Widen_2021-0222	3A Cost Estimate
Task 1.7		
Utility Constraints Analysis	Fairmount Bridge Utility Constraints Analysis_073019	Utility Constraints Analysis
Reallocation Task 2.2		
	2D FIELD (FAIRMOUNT AVE – 4119.094)	Drawing

EXHIBIT A

Fairmount Drawings	3D FIELD (FAIRMOUNT AVE – 4119.094)	Drawing
	Aerial Only	Drawing
	All Points (4119.094) Fairmount Bridge	Reference for drawings
	CA Z6 Aerial Background	Reference for drawings
	MASTER FAIRMOUNT AVE (4119.094 – 3-15-2022)	Drawing
Base Aerial	Surface Only Points (4119.094) Fairmount Bridge	Reference for drawings
	CA Z6 Aerial Background	Reference for drawings
Reallocation Task 2.6		
2022 Memo	5004(198) (200) Fairmount CIA Memo_2022-02-16	Land Use & Community Impacts Memo
	5004(198) (200) Fairmount ISA_2022-02-16	Haz Waste Initial Site Assessment
	5004(198) (200) Fairmount Noise Memo_2022-02-16	Noise Memo
	5004(198) (200) Fairmount VIA Memo_2022-02-16	Visual Impact Assessment Tech Memo
	5004(198)(200) Fairmount Cultural Memo_2022-02-16	Cultural Memo
	5004(198)(200) Fairmount NESMI_2022-02-16	Natural Environment Study (Minimal Impacts)
Reallocation Task 2.7		
Basis of Design	Fairmount Basis of Design 2021-12_Track Changes	Basis of Design Memo (Draft)
Additional Documents		
Additional Documents	BRLS-5004(200) 6A Package	HBP Application/Scope Definition
	BRLS-5007(198) 6A Package	HBP Application/Scope Definition
	57C0420L 2021-09-15	2021 Bridge Inspection Report
	57C0420R 2021-09-15	2021 Bridge Inspection Report

END OF SCOPE OF SERVICES

COMPENSATION AND FEE SCHEDULE

COMPENSATION AND FEE SCHEDULE
EXHIBIT B

TASK DESCRIPTION	DOKKEN ENGINEERING																				TOTAL HOURS	OTHER DIRECT COST	TOTAL COST
	John Klemunes, Jr., PE Principal in Charge	Mary Elizabeth Westrum, PE Project Manager	Matt Madril, PE Roadway Project Engineer	Charles Tornaci, PE Structures Project Engineer	QA/QC Manager	Senior Bridge Engineer	Associate Bridge Engineer	Assistant Bridge Engineer	Senior Roadway Engineer	Associate Roadway Engineer	Assistant Roadway Engineer	Senior Hydraulics / Hydrology Engineer	Associate Hydraulics / Hydrology Engineer	Assistant Hydraulics / Hydrology Engineer	Senior CAD	Engineering Technician	Environmental Manager	Senior Environmental Planner	Associate Environmental Planner	Environmental Planner			
BILLING RATE	\$ 385.00	\$ 310.00	\$ 245.00	\$ 310.00	\$ 345.00	\$ 265.00	\$ 195.00	\$ 150.00	\$ 265.00	\$ 195.00	\$ 150.00	\$ 265.00	\$ 195.00	\$ 150.00	\$ 245.00	\$ 155.00	\$ 285.00	\$ 195.00	\$ 145.00	\$ 115.00			
TASK 1 - PROJECT MANAGEMENT	20	210	160	60	50					20			8					40			568	\$ -	\$ 161,110.00
Task 1.1 - Meetings and Coordination	10	150	100	40						20			8					40			368		\$ 100,510.00
Task 1.2 - Project Administration	10	40	40																		90		\$ 26,050.00
Task 1.3 - Quality Control / Quality Assurance		20	20	20	50																110		\$ 34,550.00
TASK 2 - DESIGN SURVEY AND RIGHT OF WAY ENGINEERING		3	6							10											19	\$ -	\$ 4,350.00
Task 2.1 - Supplemental Topographic Surveys and Mapping		1	2							4											7		\$ 1,580.00
Task 2.2 - Right of Way and Boundary Surveying and Mapping		1	2							4											7		\$ 1,580.00
Task 2.3 - Right of Way Support		1	2							2											5		\$ 1,190.00
TASK 3 - UTILITIES		10	22							16											48	\$ -	\$ 11,610.00
Task 3.1 - Utility Coordination and Meetings		4	8							4											16		\$ 3,980.00
Task 3.2 - Utility Correspondence		2	4							4											10		\$ 2,380.00
Task 3.3 - Utility Potholing			2																		2		\$ 490.00
Task 3.4 - Utility Conflict Analysis and Resolution		4	8							8											20		\$ 4,760.00
TASK 4 - ENGINEERING STUDIES		2	4	4									2	2							14	\$ -	\$ 3,530.00
Task 4.1 - Geotechnical Investigation		2	4	4									2	2							14		\$ 3,530.00
TASK 5 - DRAINAGE AND STORMWATER		4	4									12	73	135							228	\$ -	\$ 39,885.00
Task 5.1 - Drainage Report		2	2									10	63	105							182		\$ 31,795.00
Task 5.2 - Storm Water Forms		2	2									2	10	30							46		\$ 8,090.00
TASK 6 - ENVIRONMENTAL		30	36			8				12	20						28	100	124	518	876	\$ 5,350.00	\$ 135,960.00
Task 6.1 - Technical Studies		18	24			8				12	20						17	62	56	332	549	\$ 5,350.00	\$ 87,505.00
Task 6.1.1 - Natural Environment Study		2	2														2	8	16	40	70		\$ 10,160.00
Task 6.1.2 - Multiple Species Conservation Program Consistency Memorandum		2	2														2	2	8	32	48		\$ 6,910.00
Task 6.1.3 - Section 7 Biological Assessment		2	2														4	2	8	60	78		\$ 10,700.00
Task 6.1.4 - Visual Resources Impact Memorandum		2	2														2	2	4	40	52	\$ 4,000.00	\$ 11,250.00
Task 6.1.5 - Community Impacts Technical Memorandum		2	2														2	2	8	40	56		\$ 7,830.00
Task 6.1.6 - Historic Property Survey Report/Archaeological Survey Report		2	2														2	32		40	78	\$ 1,000.00	\$ 13,520.00
Task 6.1.7 - Noise Impact Memorandum		2	2														1	2	4	40	51		\$ 6,965.00
Task 6.1.8 - Hazardous Waste Phase I Initial Site Assessment		2	2			8											1	4	8	40	65	\$ 350.00	\$ 10,405.00
Task 6.1.9 - Hazardous Waste Phase II Testing		2	8							12	20						1	8		51			\$ 9,765.00
Task 6.2 - Environmental Documentation		6	6														5	14	20	56	107	\$ -	\$ 16,825.00
Task 6.2.1 - Public Circulation of the IS/MND		2	2														2	8	8	8	30		\$ 5,320.00
Task 6.2.2 - Response to Public Comments		2	2														2	4	4	32	46		\$ 6,720.00
Task 6.2.3 - NEPA Categorical Exclusion		2	2														1	2	8	16	31		\$ 4,785.00
Task 6.3 - Environmental Permitting		6	6														6	24	48	130	220	\$ -	\$ 31,630.00
Task 6.3.1 - Section 404 Nationwide Permit 14		2	2														2	8	16	50	80		\$ 11,310.00
Task 6.3.2 - Section 401 Water Quality Certification		2	2														2	8	16	40	70		\$ 10,160.00
Task 6.3.3 - Section 1602 Streambed Alteration Agreement		2	2														2	8	16	40	70		\$ 10,160.00
TASK 7 - CONCEPTUAL STRUCTURES SUBMITTAL		2	4	24			32	32							24						118	\$ -	\$ 25,960.00
Task 7.1 - Type Selection Report		2	4	24			32	32							24						118		\$ 25,960.00
TASK 8 - 60% DESIGN PS&E SUBMITTAL	4	27	54	32		18	140	220	32	139	244	6	20	108	164	33					1,241	\$ -	\$ 237,300.00
Task 8.1 - 60% Plans	2	26	50	30		16	140	212	22	128	220	5	17	93	164	33					1,158	\$ -	\$ 221,395.00
Task 8.2 - 60% Specifications Outline and Estimate	2	1	4	2		2		8	10	11	24	1	3	15							83		\$ 15,905.00
TASK 9 - 90% DESIGN PS&E SUBMITTAL	4	29	43	42		72	240	436	26	142	194	6	23	79	80	31					1,447	\$ 300.00	\$ 271,675.00
Task 9.1 - 90% Plans	2	25	39	16		12	72	116	18	123	178	4	18	63	80	31					797	\$ 300.00	\$ 151,835.00
Task 9.2 - Structures Design Calculations				20		24	80	160													284		\$ 52,160.00
Task 9.3 - Structures Independent Check				4		20	80	140				1	2	6							253		\$ 44,695.00
Task 9.4 - 90% Specifications and Estimate	2	4	4	2		16	8	20	8	19	16	1	3	10							113		\$ 22,985.00
TASK 10 - 100% DESIGN PS&E SUBMITTAL	2	24	31	20		12	42	88	17	72	140	4	14	47	20	21					554	\$ 300.00	\$ 105,415.00
Task 10.1 - 100% Plans	1	20	27	18		8	40	80	13	64	132	3	12	40	20	21					499	\$ 300.00	\$ 94,015.00
Task 10.2 - 100% Specifications and Estimate	1	4	4	2		4	2	8	4	8	8	1	2	7							55		\$ 11,400.00
TASK 11 - FINAL DESIGN PS&E SUBMITTAL	1	16	25	8		6	18	24	11	20	52	3	4	7	6						201	\$ 1,000.00	\$ 42,360.00
Task 11.1 - Final Plans		14	23	6		4	16	20	9	15	51	2	3	6	6						175	\$ 1,000.00	\$ 36,460.00
Task 11.2 - Final Specifications and Estimate	1	2	2	2		2	2	4	2	5	1	1	1	1							26		\$ 5,900.00
TASK 12 - BID SUPPORT, CONSTRUCTION SUPPORT AND AS-BUILTS	6	115	256	42		32	84	132	13	29	129				28	145					1,011	\$ -	\$ 216,145.00
Task 12.1 - Prepare R.E. Pending file		1	2							6											9		\$ 1,970.00
Task 12.2 - Bid Support		20	40	6		2	8	12								10					98		\$ 23,300.00
Task 12.3 - Construction Support	4	86	174	28		24	56	84	13	23	69				8	87					656	\$ -	\$ 143,115.00
Task 12.3.1 - Construction Meetings	4	36	36	4			4	4	8	8	2										106		\$ 28,120.00
Task 12.3.2 - Requests for Information / RFI		20	80	16		16	32	48		32	40										252		\$ 54,440.00
Task 12.3.3 - Construction Change Orders (CCO)		20	20	6		6	12	16	5	5	25				8	87					210		\$ 40,785.00
Task 12.3.4 - Review of Submittals and Working Drawings		10	38	2		2	8	16		10	2										88		\$ 19,770.00
Task 12.3.5 - Landscape and Irrigation																							\$ -
Task 12.4 - As-BUILTS	2	8	40	6		2	8	12			60				20	48					206		\$ 40,140.00
Task 12.5 - Load Rating				2		4	12	24													42		\$ 7,620.00
TASK 13 - ADDITIONAL SERVICES		52	52	58		56	74	90		50	50	50	20	20	20	20	15	15	15	10	667	\$ -	\$ 145,535.00
Task 13.1 - Foundation Optimization Report (Additional Services)		2	2	8		6	24	40													82		\$ 15,860.00
Task 13.2 - Additional Services		50	50	50		50	50	50		50	50	50	20	20	20	20	15	15	15	10	585		\$ 129,675.00
TOTAL HOURS WITHOUT ADDITIONAL SERVICES	37	472	645	232	50	148	556	932	99	460	779	31	144	378	322	230	28	140	124	518	6,325		
TOTAL COST WITHOUT ADDITIONAL SERVICES	\$ 14,245.00	\$ 146,320.00	\$ 158,025.00	\$ 71,920.00	\$ 17,250.00	\$ 39,220.00	\$ 108,420.00	\$ 139,800.00	\$ 26,235.00	\$ 89,700.00	\$ 116,850.00	\$ 8,215.00	\$ 28,080.00	\$ 56,700.00	\$ 78,890.00	\$ 35,650.00	\$ 7,980.00	\$ 27,300.00	\$ 17,980.00	\$ 59,570.00		\$ 6,950.00	\$ 1,255,300.00
TOTAL HOURS WITH ADDITIONAL SERVICES	37	524	697	290	50	204	630	1,022	99	510	829	81	164	398	342	250	43	155	139	528	6,992		
TOTAL COST WITH ADDITIONAL SERVICES	\$ 14,245.00	\$ 162,440.00	\$ 170,765.00	\$ 89,900.00	\$ 17,250.00	\$ 54,060.00	\$ 122,850.00	\$ 153,300.00	\$ 26,235.00	\$ 99,450.00	\$ 124,350.00	\$ 21,465.00	\$ 31,980.00	\$ 59,700.00	\$ 83,790.00	\$ 38,750.00	\$ 12,255.00	\$ 30,225.00	\$ 20,155.00	\$ 60,720.00		\$ 6,950.00	\$ 1,400,835.00

* Key Staff

COMPENSATION AND FEE SCHEDULE
EXHIBIT B

TASK DESCRIPTION	BLUE LAKE CIVIL (DBE)									REDDY ENGINEERING SERVICES (DBE)						EARTH MECHANICS, INC. (DBE)							
	Tim Monroe Principal Engineer	Maggie Witt Project Manager	Dave Giese Designer III	Marie Cook Project Engineer	Jessica Unden Project Controls	Logan Dolle Intern	TOTAL HOURS	OTHER DIRECT COST	TOTAL COST	David Preciado Principal	Jaime Sandoval Landscape Architect II	Brianna Cruz Landscape Designer	TOTAL HOURS	OTHER DIRECT COST	TOTAL COST	Principal Engineer	Senior Engineer	Project Engineer	Staff Engineer	Technician	TOTAL HOURS	OTHER DIRECT COST	TOTAL COST
BILLING RATE	\$ 299.00	\$ 252.00	\$ 177.00	\$ 137.00	\$ 110.00	\$ 65.00				\$ 186.00	\$ 140.00	\$ 90.00				\$ 309.00	\$ 222.00	\$ 152.00	\$ 103.00	\$ 83.00			
TASK 1 - PROJECT MANAGEMENT		16					16	\$ -	\$ 4,032.00	32		32	64	\$ 739.90	\$ 9,571.90							\$ -	\$ -
Task 1.1 - Meetings and Coordination									\$ -	32		32	64	\$ 739.90	\$ 9,571.90								\$ -
Task 1.2 - Project Administration		16					16		\$ 4,032.00						\$ -								\$ -
Task 1.3 - Quality Control / Quality Assurance									\$ -						\$ -								\$ -
TASK 2 - DESIGN SURVEY AND RIGHT OF WAY ENGINEERING								\$ -	\$ -					\$ -	\$ -							\$ -	\$ -
Task 2.1 - Supplemental Topographic Surveys and Mapping									\$ -						\$ -								\$ -
Task 2.2 - Right of Way and Boundary Surveying and Mapping									\$ -						\$ -								\$ -
Task 2.3 - Right of Way Support									\$ -						\$ -								\$ -
TASK 3 - UTILITIES	28	70	24	136	4	114	376	\$ 20,000.00	\$ 76,742.00					\$ -	\$ -							\$ -	\$ -
Task 3.1 - Utility Coordination and Meetings	16	40		60		50	166		\$ 26,334.00						\$ -								\$ -
Task 3.2 - Utility Correspondence	8	16		44		40	108		\$ 15,052.00						\$ -								\$ -
Task 3.3 - Utility Potholing	2	8		16	4	16	46	\$ 20,000.00	\$ 26,286.00						\$ -								\$ -
Task 3.4 - Utility Conflict Analysis and Resolution	2	6	24	16		8	56		\$ 9,070.00						\$ -								\$ -
TASK 4 - ENGINEERING STUDIES								\$ -	\$ -					\$ -	\$ -	13	14	120	165	102	414	\$ 55,600.00	\$ 106,426.00
Task 4.1 - Geotechnical Investigation									\$ -						\$ -	13	14	120	165	102	414	\$ 55,600.00	\$ 106,426.00
TASK 5 - DRAINAGE AND STORMWATER								\$ -	\$ -					\$ -	\$ -							\$ -	\$ -
Task 5.1 - Drainage Report									\$ -						\$ -								\$ -
Task 5.2 - Storm Water Forms									\$ -						\$ -								\$ -
TASK 6 - ENVIRONMENTAL								\$ -	\$ -					\$ -	\$ -							\$ -	\$ -
Task 6.1 - Technical Studies								\$ -	\$ -					\$ -	\$ -							\$ -	\$ -
Task 6.1.1 - Natural Environment Study									\$ -						\$ -								\$ -
Task 6.1.2 - Multiple Species Conservation Program Consistency Memorandum									\$ -						\$ -								\$ -
Task 6.1.3 - Section 7 Biological Assessment									\$ -						\$ -								\$ -
Task 6.1.4 - Visual Resources Impact Memorandum									\$ -						\$ -								\$ -
Task 6.1.5 - Community Impacts Technical Memorandum									\$ -						\$ -								\$ -
Task 6.1.6 - Historic Property Survey Report/Archaeological Survey Report									\$ -						\$ -								\$ -
Task 6.1.7 - Noise Impact Memorandum									\$ -						\$ -								\$ -
Task 6.1.8 - Hazardous Waste Phase I Initial Site Assessment									\$ -						\$ -								\$ -
Task 6.1.9 - Hazardous Waste Phase II Testing									\$ -						\$ -								\$ -
Task 6.2 - Environmental Documentation								\$ -	\$ -					\$ -	\$ -							\$ -	\$ -
Task 6.2.1 - Public Circulation of the IS/MND									\$ -						\$ -								\$ -
Task 6.2.2 - Response to Public Comments									\$ -						\$ -								\$ -
Task 6.2.3 - NEPA Categorical Exclusion									\$ -						\$ -								\$ -
Task 6.3 - Environmental Permitting								\$ -	\$ -					\$ -	\$ -							\$ -	\$ -
Task 6.3.1 - Section 404 Nationwide Permit 14									\$ -						\$ -							\$ -	\$ -
Task 6.3.2 - Section 401 Water Quality Certification									\$ -						\$ -								\$ -
Task 6.3.3 - Section 1602 Streambed Alteration Agreement									\$ -						\$ -								\$ -
TASK 7 - CONCEPTUAL STRUCTURES SUBMITTAL								\$ -	\$ -					\$ -	\$ -							\$ -	\$ -
Task 7.1 - Type Selection Report									\$ -						\$ -								\$ -
TASK 8 - 60% DESIGN PS&E SUBMITTAL	6	10	24	12		22	74	\$ -	\$ 11,636.00	49	6	128	183	\$ -	\$ 21,474.00							\$ -	\$ -
Task 8.1 - 60% Plans	4	8	24	6		16	58	\$ -	\$ 9,322.00	42	6	124	172	\$ -	\$ 19,812.00							\$ -	\$ -
Task 8.2 - 60% Specifications Outline and Estimate	2	2		6		6	16		\$ 2,314.00	7		4	11		\$ 1,662.00								\$ -
TASK 9 - 90% DESIGN PS&E SUBMITTAL	9	12	24	20		20	85	\$ -	\$ 14,003.00	29	6	98	133	\$ -	\$ 15,054.00							\$ -	\$ -
Task 9.1 - 90% Plans	4	8	24	12		16	64	\$ -	\$ 10,144.00	19	6	95	120	\$ -	\$ 12,924.00							\$ -	\$ -
Task 9.2 - Structures Design Calculations									\$ -						\$ -								\$ -
Task 9.3 - Structures Independent Check									\$ -						\$ -								\$ -
Task 9.4 - 90% Specifications and Estimate	5	4		8		4	21		\$ 3,859.00	10		3	13		\$ 2,130.00								\$ -
TASK 10 - 100% DESIGN PS&E SUBMITTAL	3	10	16	16		20	65	\$ -	\$ 9,741.00	16	6	36	58	\$ -	\$ 7,056.00							\$ -	\$ -
Task 10.1 - 100% Plans	2	6	16	12		16	52	\$ -	\$ 7,626.00	11	6	35	52	\$ -	\$ 6,036.00							\$ -	\$ -
Task 10.2 - 100% Specifications and Estimate	1	4		4		4	13		\$ 2,115.00	5		1	6		\$ 1,020.00								\$ -
TASK 11 - FINAL DESIGN PS&E SUBMITTAL	3	10	16	16		20	65	\$ -	\$ 9,741.00	14	6	33	53	\$ -	\$ 6,414.00							\$ -	\$ -
Task 11.1 - Final Plans	2	6	16	12		16	52	\$ -	\$ 7,626.00	10	6	32	48	\$ -	\$ 5,580.00							\$ -	\$ -
Task 11.2 - Final Specifications and Estimate	1	4		4		4	13		\$ 2,115.00	4		1	5		\$ 834.00								\$ -
TASK 12 - BID SUPPORT, CONSTRUCTION SUPPORT AND AS-BUILTS	4	2					6	\$ -	\$ 1,700.00	84		26	110	\$ -	\$ 17,964.00							\$ -	\$ -
Task 12.1 - Prepare R.E. Pending file									\$ -	2		8	10		\$ 1,092.00								\$ -
Task 12.2 - Bid Support	2						2		\$ 598.00	2		3	5		\$ 642.00								\$ -
Task 12.3 - Construction Support	2	2					4	\$ -	\$ 1,102.00	76			76	\$ -	\$ 14,136.00						\$ -	\$ -	
Task 12.3.1 - Construction Meetings									\$ -	6			6		\$ 1,116.00								\$ -
Task 12.3.2 - Requests for Information / RFI	2	2					4		\$ 1,102.00	6			6		\$ 1,116.00								\$ -
Task 12.3.3 - Construction Change Orders (CCO)									\$ -	4			4		\$ 744.00								\$ -
Task 12.3.4 - Review of Submittals and Working Drawings									\$ -	6			6		\$ 1,116.00								\$ -
Task 12.3.5 - Landscape and Irrigation									\$ -	54			54		\$ 10,044.00								\$ -
Task 12.4 - As-Builts									\$ -	4		15	19		\$ 2,094.00								\$ -
Task 12.5 - Load Rating	</																						

* Key Staff

COMPENSATION AND FEE SCHEDULE
EXHIBIT B

TASK DESCRIPTION	GEOCON, INC.										UNICO ENGINEERING (DBE)								
	Troy Reist Principal Engineer	Marci Richards Senior Geologist	Cord Denning Senior Scientist	Andy Barnes Senior Staff Scientist	Scott Brito Senior Staff Geologist	Ruebn Aguilar Drafting	Alyssa Miranda Word Processing	TOTAL HOURS	OTHER DIRECT COST	TOTAL COST	Rob Markes Survey Manager	Ryan Ming Sr. Survey Manager	Roy Porter Land Surveyor	Staff Party Chief	Staff Rodman	Staff Survey Technician/Drafter	TOTAL HOURS	OTHER DIRECT COST	TOTAL COST
BILLING RATE	\$ 234.00	\$ 225.00	\$ 166.00	\$ 116.00	\$ 106.00	\$ 169.00	\$ 103.00				\$ 237.00	\$ 190.00	\$ 109.00	\$ 240.00	\$ 223.00	\$ 86.00			
TASK 1 - PROJECT MANAGEMENT									\$ -	\$ -								\$ -	\$ -
Task 1.1 - Meetings and Coordination										\$ -									\$ -
Task 1.2 - Project Administration										\$ -									\$ -
Task 1.3 - Quality Control / Quality Assurance										\$ -									\$ -
TASK 2 - DESIGN SURVEY AND RIGHT OF WAY ENGINEERING									\$ -	\$ -	24	108	96	48	48	24	348	\$ 8,000.00	\$ 68,960.00
Task 2.1 - Supplemental Topographic Surveys and Mapping										\$ -	8			24	24	24	80		\$ 15,072.00
Task 2.2 - Right of Way and Boundary Surveying and Mapping										\$ -	4	60	60	24	24		172	\$8,000.00	\$ 38,000.00
Task 2.3 - Right of Way Support										\$ -	12	48	36				96		\$ 15,888.00
TASK 3 - UTILITIES									\$ -	\$ -								\$ -	\$ -
Task 3.1 - Utility Coordination and Meetings										\$ -									\$ -
Task 3.2 - Utility Correspondence										\$ -									\$ -
Task 3.3 - Utility Potholing										\$ -									\$ -
Task 3.4 - Utility Conflict Analysis and Resolution										\$ -									\$ -
TASK 4 - ENGINEERING STUDIES									\$ -	\$ -								\$ -	\$ -
Task 4.1 - Geotechnical Investigation										\$ -									\$ -
TASK 5 - DRAINAGE AND STORMWATER									\$ -	\$ -								\$ -	\$ -
Task 5.1 - Drainage Report										\$ -									\$ -
Task 5.2 - Storm Water Forms										\$ -									\$ -
TASK 6 - ENVIRONMENTAL	4	18	25	38	53	6	4	148	\$ 8,506.00	\$ 29,094.00								\$ -	\$ -
Task 6.1 - Technical Studies	4	18	25	38	53	6	4	148	\$ 8,506.00	\$ 29,094.00									\$ -
Task 6.1.1 - Natural Environment Study										\$ -									\$ -
Task 6.1.2 - Multiple Species Conservation Program Consistency Memorandum										\$ -									\$ -
Task 6.1.3 - Section 7 Biological Assessment										\$ -									\$ -
Task 6.1.4 - Visual Resources Impact Memorandum										\$ -									\$ -
Task 6.1.5 - Community Impacts Technical Memorandum										\$ -									\$ -
Task 6.1.6 - Historic Property Survey Report/Archaeological Survey Report										\$ -									\$ -
Task 6.1.7 - Noise Impact Memorandum										\$ -									\$ -
Task 6.1.8 - Hazardous Waste Phase I Initial Site Assessment										\$ -									\$ -
Task 6.1.9 - Hazardous Waste Phase II Testing	4	18	25	38	53	6	4	148	\$ 8,506.00	\$ 29,094.00									\$ -
Task 6.2 - Environmental Documentation									\$ -	\$ -									\$ -
Task 6.2.1 - Public Circulation of the IS/MND										\$ -									\$ -
Task 6.2.2 - Response to Public Comments										\$ -									\$ -
Task 6.2.3 - NEPA Categorical Exclusion										\$ -									\$ -
Task 6.3 - Environmental Permitting									\$ -	\$ -									\$ -
Task 6.3.1 - Section 404 Nationwide Permit 14										\$ -									\$ -
Task 6.3.2 - Section 401 Water Quality Certification										\$ -									\$ -
Task 6.3.3 - Section 1602 Streambed Alteration Agreement										\$ -									\$ -
TASK 7 - CONCEPTUAL STRUCTURES SUBMITTAL									\$ -	\$ -								\$ -	\$ -
Task 7.1 - Type Selection Report										\$ -									\$ -
TASK 8 - 60% DESIGN PS&E SUBMITTAL									\$ -	\$ -								\$ -	\$ -
Task 8.1 - 60% Plans									\$ -	\$ -									\$ -
Task 8.2 - 60% Specifications Outline and Estimate										\$ -									\$ -
TASK 9 - 90% DESIGN PS&E SUBMITTAL									\$ -	\$ -								\$ -	\$ -
Task 9.1 - 90% Plans									\$ -	\$ -									\$ -
Task 9.2 - Structures Design Calculations										\$ -									\$ -
Task 9.3 - Structures Independent Check										\$ -									\$ -
Task 9.4 - 90% Specifications and Estimate										\$ -									\$ -
TASK 10 - 100% DESIGN PS&E SUBMITTAL									\$ -	\$ -								\$ -	\$ -
Task 10.1 - 100% Plans									\$ -	\$ -									\$ -
Task 10.2 - 100% Specifications and Estimate										\$ -									\$ -
TASK 11 - FINAL DESIGN PS&E SUBMITTAL									\$ -	\$ -								\$ -	\$ -
Task 11.1 - Final Plans									\$ -	\$ -									\$ -
Task 11.2 - Final Specifications and Estimate										\$ -									\$ -
Task 12 - BID SUPPORT, CONSTRUCTION SUPPORT AND AS-BUILTS									\$ -	\$ -								\$ -	\$ -
Task 12.1 - Prepare R.E. Pending file										\$ -									\$ -
Task 12.2 - Bid Support										\$ -									\$ -
Task 12.3 - Construction Support									\$ -	\$ -									\$ -
Task 12.3.1 - Construction Meetings										\$ -									\$ -
Task 12.3.2 - Requests for Information / RFI										\$ -									\$ -
Task 12.3.3 - Construction Change Orders (CCO)										\$ -									\$ -
Task 12.3.4 - Review of Submittals and Working Drawings										\$ -									\$ -
Task 12.3.5 - Landscape and Irrigation										\$ -									\$ -
Task 12.4 - As-BUILTS										\$ -									\$ -
Task 12.5 - Load Rating										\$ -									\$ -
TASK 13 - ADDITIONAL SERVICES									\$ -	\$ -								\$ -	\$ -
Task 13.1 - Foundation Optimization Report (Additional Services)										\$ -									\$ -
Task 13.2 - Additional Services										\$ -									\$ -
TOTAL HOURS WITHOUT ADDITIONAL SERVICES	4	18	25	38	53	6	4	148			24	108	96	48	48	24	348		
TOTAL COST WITHOUT ADDITIONAL SERVICES	\$ 936.00	\$ 4,050.00	\$ 4,150.00	\$ 4,408.00	\$ 5,618.00	\$ 1,014.00	\$ 412.00		\$ 8,506.00	\$ 29,094.00	\$ 5,688.00	\$ 20,520.00	\$ 10,464.00	\$ 11,520.00	\$ 10,704.00	\$ 2,064.00		\$ 8,000.00	\$ 68,960.00
TOTAL HOURS WITH ADDITIONAL SERVICES	4	18	25	38	53	6	4	148			24	108	96	48	48	24	348		
TOTAL COST WITH ADDITIONAL SERVICES	\$ 936.00	\$ 4,050.00	\$ 4,150.00	\$ 4,408.00	\$ 5,618.00	\$ 1,014.00	\$ 412.00		\$ 8,506.00	\$ 29,094.00	\$ 5,688.00	\$ 20,520.00	\$ 10,464.00	\$ 11,520.00	\$ 10,704.00	\$ 2,064.00		\$ 8,000.00	\$ 68,960.00

* Key Staff

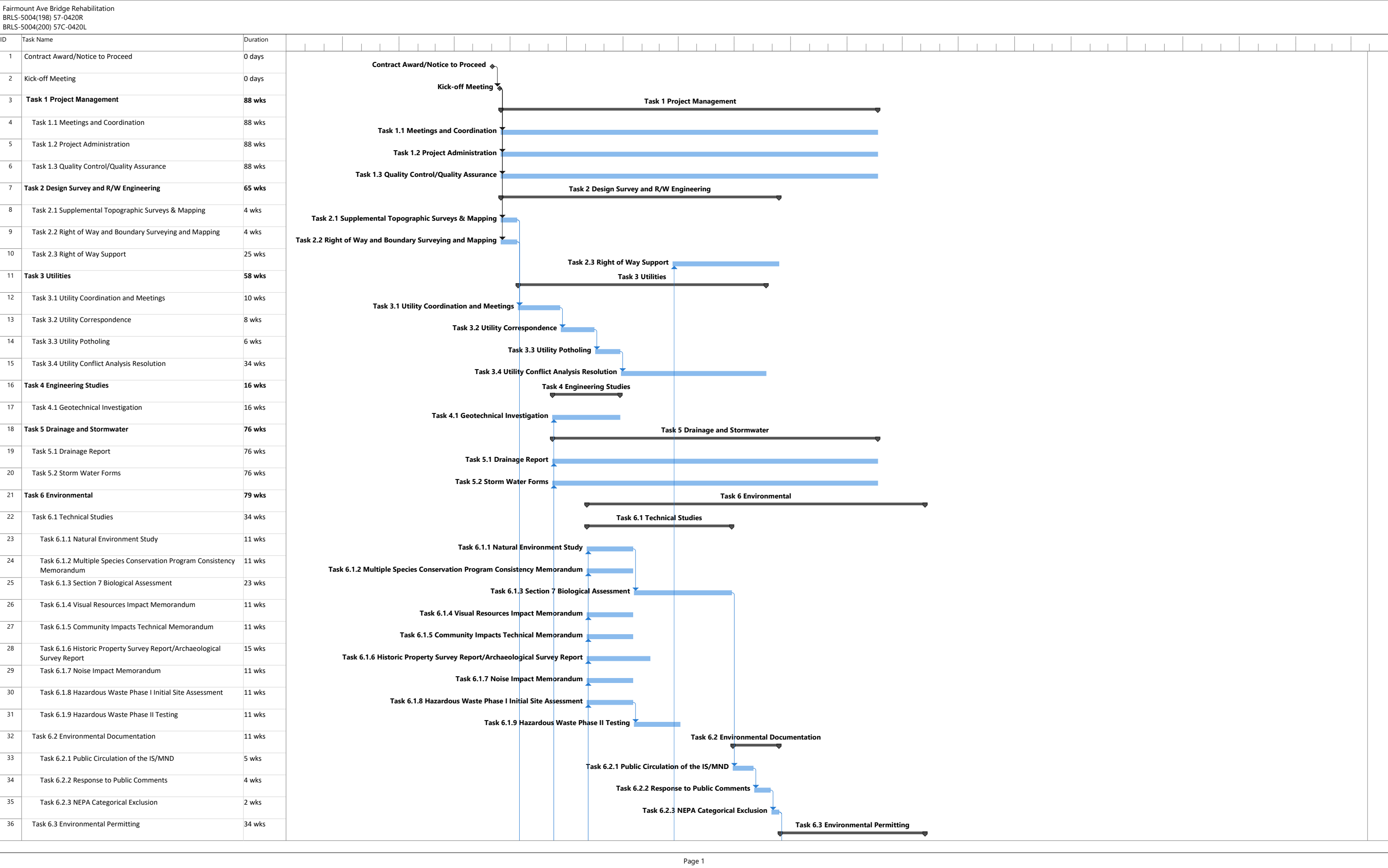
COMPENSATION AND FEE SCHEDULE
EXHIBIT B

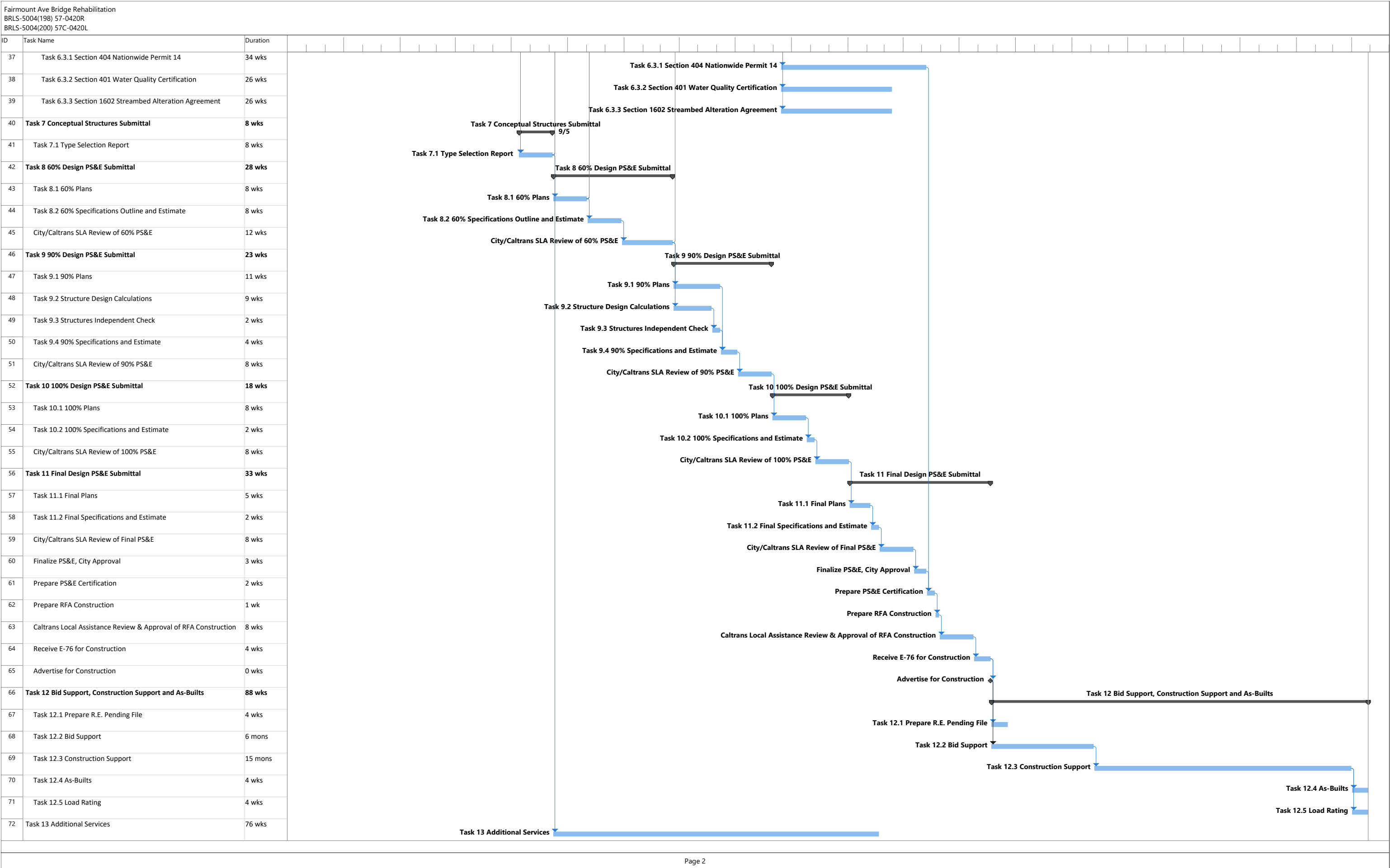
TASK DESCRIPTION	GRAND TOTAL HOURS	GRAND TOTAL OTHER DIRECT COSTS	GRAND TOTAL COST	BRLS-5004(200) / 57C-0420L		BRLS-5004(198) / 57-0420R	
				HBP Eligible	HBP Non-Eligible	HBP Eligible	HBP Non-Eligible
BILLING RATE							
TASK 1 - PROJECT MANAGEMENT	648	\$ 739.90	\$ 174,713.90	\$ 60,276.30	\$ 27,080.65	\$ 57,655.59	\$ 29,701.36
Task 1.1 - Meetings and Coordination	432	\$ 739.90	\$ 110,081.90	\$ 37,978.26	\$ 17,062.69	\$ 36,327.03	\$ 18,713.92
Task 1.2 - Project Administration	106	\$ -	\$ 30,082.00	\$ 10,378.29	\$ 4,662.71	\$ 9,927.06	\$ 5,113.94
Task 1.3 - Quality Control / Quality Assurance	110	\$ -	\$ 34,550.00	\$ 11,919.75	\$ 5,355.25	\$ 11,401.50	\$ 5,873.50
TASK 2 - DESIGN SURVEY AND RIGHT OF WAY ENGINEERING	367	\$ 8,000.00	\$ 73,310.00	\$ 25,291.95	\$ 11,363.05	\$ 24,192.30	\$ 12,462.70
Task 2.1 - Supplemental Topographic Surveys and Mapping	87	\$ -	\$ 16,652.00	\$ 5,744.94	\$ 2,581.06	\$ 5,495.16	\$ 2,830.84
Task 2.2 - Right of Way and Boundary Surveying and Mapping	179	\$ 8,000.00	\$ 39,580.00	\$ 13,655.10	\$ 6,134.90	\$ 13,061.40	\$ 6,728.60
Task 2.3 - Right of Way Support	101	\$ -	\$ 17,078.00	\$ 5,891.91	\$ 2,647.09	\$ 5,635.74	\$ 2,903.26
TASK 3 - UTILITIES	424	\$ 20,000.00	\$ 88,352.00	\$ 30,481.44	\$ 13,694.56	\$ 29,156.16	\$ 15,019.84
Task 3.1 - Utility Coordination and Meetings	182	\$ -	\$ 30,314.00	\$ 10,458.33	\$ 4,698.67	\$ 10,003.62	\$ 5,153.38
Task 3.2 - Utility Correspondence	118	\$ -	\$ 17,432.00	\$ 6,014.04	\$ 2,701.96	\$ 5,752.56	\$ 2,963.44
Task 3.3 - Utility Potholing	48	\$ 20,000.00	\$ 26,776.00	\$ 9,237.72	\$ 4,150.28	\$ 8,836.08	\$ 4,551.92
Task 3.4 - Utility Conflict Analysis and Resolution	76	\$ -	\$ 13,830.00	\$ 4,771.35	\$ 2,143.65	\$ 4,563.90	\$ 2,351.10
TASK 4 - ENGINEERING STUDIES	428	\$ 55,600.00	\$ 109,956.00	\$ 37,934.82	\$ 17,043.18	\$ 36,285.48	\$ 18,692.52
Task 4.1 - Geotechnical Investigation	428	\$ 55,600.00	\$ 109,956.00	\$ 37,934.82	\$ 17,043.18	\$ 36,285.48	\$ 18,692.52
TASK 5 - DRAINAGE AND STORMWATER	228	\$ -	\$ 39,885.00	\$ 13,760.33	\$ 6,182.18	\$ 13,162.05	\$ 6,780.45
Task 5.1 - Drainage Report	182	\$ -	\$ 31,795.00	\$ 10,969.28	\$ 4,928.23	\$ 10,492.35	\$ 5,405.15
Task 5.2 - Storm Water Forms	46	\$ -	\$ 8,090.00	\$ 2,791.05	\$ 1,253.95	\$ 2,669.70	\$ 1,375.30
TASK 6 - ENVIRONMENTAL	1024	\$ 13,856.00	\$ 165,054.00	\$ 82,527.00	\$ -	\$ 82,527.00	\$ -
Task 6.1 - Technical Studies	697	\$ 13,856.00	\$ 116,599.00	\$ 58,299.50	\$ -	\$ 58,299.50	\$ -
Task 6.1.1 - Natural Environment Study	70	\$ -	\$ 10,160.00	\$ 5,080.00	\$ -	\$ 5,080.00	\$ -
Task 6.1.2 - Multiple Species Conservation Program Consistency Memorandum	48	\$ -	\$ 6,910.00	\$ 3,455.00	\$ -	\$ 3,455.00	\$ -
Task 6.1.3 - Section 7 Biological Assessment	78	\$ -	\$ 10,700.00	\$ 5,350.00	\$ -	\$ 5,350.00	\$ -
Task 6.1.4 - Visual Resources Impact Memorandum	52	\$ 4,000.00	\$ 11,250.00	\$ 5,625.00	\$ -	\$ 5,625.00	\$ -
Task 6.1.5 - Community Impacts Technical Memorandum	56	\$ -	\$ 7,830.00	\$ 3,915.00	\$ -	\$ 3,915.00	\$ -
Task 6.1.6 - Historic Property Survey Report/Archaeological Survey Report	78	\$ 1,000.00	\$ 13,520.00	\$ 6,760.00	\$ -	\$ 6,760.00	\$ -
Task 6.1.7 - Noise Impact Memorandum	51	\$ -	\$ 6,965.00	\$ 3,482.50	\$ -	\$ 3,482.50	\$ -
Task 6.1.8 - Hazardous Waste Phase I Initial Site Assessment	65	\$ 350.00	\$ 10,405.00	\$ 5,202.50	\$ -	\$ 5,202.50	\$ -
Task 6.1.9 - Hazardous Waste Phase II Testing	199	\$ 8,506.00	\$ 38,859.00	\$ 19,429.50	\$ -	\$ 19,429.50	\$ -
Task 6.2 - Environmental Documentation	107	\$ -	\$ 16,825.00	\$ 8,412.50	\$ -	\$ 8,412.50	\$ -
Task 6.2.1 - Public Circulation of the IS/MND	30	\$ -	\$ 5,320.00	\$ 2,660.00	\$ -	\$ 2,660.00	\$ -
Task 6.2.2 - Response to Public Comments	46	\$ -	\$ 6,720.00	\$ 3,360.00	\$ -	\$ 3,360.00	\$ -
Task 6.2.3 - NEPA Categorical Exclusion	31	\$ -	\$ 4,785.00	\$ 2,392.50	\$ -	\$ 2,392.50	\$ -
Task 6.3 - Environmental Permitting	220	\$ -	\$ 31,630.00	\$ 15,815.00	\$ -	\$ 15,815.00	\$ -
Task 6.3.1 - Section 404 Nationwide Permit 14	80	\$ -	\$ 11,310.00	\$ 5,655.00	\$ -	\$ 5,655.00	\$ -
Task 6.3.2 - Section 401 Water Quality Certification	70	\$ -	\$ 10,160.00	\$ 5,080.00	\$ -	\$ 5,080.00	\$ -
Task 6.3.3 - Section 1602 Streambed Alteration Agreement	70	\$ -	\$ 10,160.00	\$ 5,080.00	\$ -	\$ 5,080.00	\$ -
TASK 7 - CONCEPTUAL STRUCTURES SUBMITTAL	118	\$ -	\$ 25,960.00	\$ 8,956.20	\$ 4,023.80	\$ 8,566.80	\$ 4,413.20
Task 7.1 - Type Selection Report	118	\$ -	\$ 25,960.00	\$ 8,956.20	\$ 4,023.80	\$ 8,566.80	\$ 4,413.20
TASK 8 - 60% DESIGN PS&E SUBMITTAL	1498	\$ -	\$ 270,410.00	\$ 87,184.95	\$ 39,170.05	\$ 83,394.30	\$ 60,660.70
Task 8.1 - 60% Plans	1388	\$ -	\$ 250,529.00	\$ 80,326.01	\$ 36,088.50	\$ 76,833.57	\$ 57,280.93
Task 8.2 - 60% Specifications Outline and Estimate	110	\$ -	\$ 19,881.00	\$ 6,858.95	\$ 3,081.56	\$ 6,560.73	\$ 3,379.77
TASK 9 - 90% DESIGN PS&E SUBMITTAL	1665	\$ 300.00	\$ 300,732.00	\$ 100,599.24	\$ 45,196.76	\$ 96,225.36	\$ 58,710.64
Task 9.1 - 90% Plans	981	\$ 300.00	\$ 174,903.00	\$ 57,188.24	\$ 25,693.27	\$ 54,701.79	\$ 37,319.71
Task 9.2 - Structures Design Calculations	284	\$ -	\$ 52,160.00	\$ 17,995.20	\$ 8,084.80	\$ 17,212.80	\$ 8,867.20
Task 9.3 - Structures Independent Check	253	\$ -	\$ 44,695.00	\$ 15,419.78	\$ 6,927.73	\$ 14,749.35	\$ 7,598.15
Task 9.4 - 90% Specifications and Estimate	147	\$ -	\$ 28,974.00	\$ 9,996.03	\$ 4,490.97	\$ 9,561.42	\$ 4,925.58
TASK 10 - 100% DESIGN PS&E SUBMITTAL	677	\$ 300.00	\$ 122,212.00	\$ 40,928.04	\$ 18,387.96	\$ 39,148.56	\$ 23,747.44
Task 10.1 - 100% Plans	603	\$ 300.00	\$ 107,677.00	\$ 35,913.47	\$ 16,135.04	\$ 34,352.01	\$ 21,276.49
Task 10.2 - 100% Specifications and Estimate	74	\$ -	\$ 14,535.00	\$ 5,014.58	\$ 2,252.93	\$ 4,796.55	\$ 2,470.95
TASK 11 - FINAL DESIGN PS&E SUBMITTAL	319	\$ 1,000.00	\$ 58,515.00	\$ 19,328.63	\$ 8,683.88	\$ 18,488.25	\$ 12,014.25
Task 11.1 - Final Plans	275	\$ 1,000.00	\$ 49,666.00	\$ 16,275.72	\$ 7,312.28	\$ 15,568.08	\$ 10,509.92
Task 11.2 - Final Specifications and Estimate	44	\$ -	\$ 8,849.00	\$ 3,052.91	\$ 1,371.60	\$ 2,920.17	\$ 1,504.33
TASK 12 - BID SUPPORT, CONSTRUCTION SUPPORT AND AS-BUILTS	1127	\$ -	\$ 235,809.00	\$ 81,354.11	\$ 36,550.40	\$ 77,816.97	\$ 40,087.53
Task 12.1 - Prepare R.E. Pending file	19	\$ -	\$ 3,062.00	\$ 1,056.39	\$ 474.61	\$ 1,010.46	\$ 520.54
Task 12.2 - Bid Support	105	\$ -	\$ 24,540.00	\$ 8,466.30	\$ 3,803.70	\$ 8,098.20	\$ 4,171.80
Task 12.3 - Construction Support	736	\$ -	\$ 158,353.00	\$ 54,631.79	\$ 24,544.72	\$ 52,256.49	\$ 26,920.01
Task 12.3.1 - Construction Meetings	112	\$ -	\$ 29,236.00	\$ 10,086.42	\$ 4,531.58	\$ 9,647.88	\$ 4,970.12
Task 12.3.2 - Requests for Information / RFI	262	\$ -	\$ 56,658.00	\$ 19,547.01	\$ 8,781.99	\$ 18,697.14	\$ 9,631.86
Task 12.3.3 - Construction Change Orders (CCO)	214	\$ -	\$ 41,529.00	\$ 14,327.51	\$ 6,437.00	\$ 13,704.57	\$ 7,059.93
Task 12.3.4 - Review of Submittals and Working Drawings	94	\$ -	\$ 20,886.00	\$ 7,205.67	\$ 3,237.33	\$ 6,892.38	\$ 3,550.62
Task 12.3.5 - Landscape and Irrigation	54	\$ -	\$ 10,044.00	\$ 3,465.18	\$ 1,556.82	\$ 3,314.52	\$ 1,707.48
Task 12.4 - As-Builts	225	\$ -	\$ 42,234.00	\$ 14,570.73	\$ 6,546.27	\$ 13,937.22	\$ 7,179.78
Task 12.5 - Load Rating	42	\$ -	\$ 7,620.00	\$ 2,628.90	\$ 1,181.10	\$ 2,514.60	\$ 1,295.40
TASK 13 - ADDITIONAL SERVICES	667	\$ -	\$ 145,535.00	\$ 50,209.58	\$ 22,557.93	\$ 48,026.55	\$ 24,740.95
Task 13.1 - Foundation Optimization Report (Additional Services)	82	\$ -	\$ 15,860.00	\$ 5,471.70	\$ 2,458.30	\$ 5,233.80	\$ 2,696.20
Task 13.2 - Additional Services	585	\$ -	\$ 129,675.00	\$ 44,737.88	\$ 20,099.63	\$ 42,792.75	\$ 22,044.75
TOTAL HOURS WITHOUT ADDITIONAL SERVICES	8,523						
TOTAL COST WITHOUT ADDITIONAL SERVICES		\$ 99,795.90	\$ 1,664,908.90	\$ 588,622.99	\$ 227,376.46	\$ 566,618.82	\$ 282,290.63
TOTAL HOURS WITH ADDITIONAL SERVICES	9,190						
TOTAL COST WITH ADDITIONAL SERVICES		\$ 99,795.90	\$ 1,810,443.90	\$ 638,832.57	\$ 249,934.38	\$ 614,645.37	\$ 307,031.58

* Key Staff

TIME SCHEDULE

TIME SCHEDULE





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

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

DESIGN PROFESSIONAL

REQUIREMENTS

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

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

- II. Nondiscrimination in Contracting Ordinance.** All Consultants doing business with the City, and

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

- A. Disclosure of Discrimination Complaints (Attachment AA). As part of its bid or proposal, Consultant shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Consultant in a legal or administrative proceeding alleging that Consultant discriminated against its employees, Subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.
- B. Contract Language. The following language shall be included in contracts for City projects between the Consultant and any Subcontractors, vendors, and suppliers:
Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, or suppliers. Consultant shall provide equal opportunity for Subcontractors to participate in opportunities. Consultant understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions.
- C. Contract Disclosure Requirements. Upon the City's request, Consultant agrees to provide to the City, within sixty (60) calendar days, a truthful and complete list of the names of all Subcontractors, vendors, and suppliers that Consultant has used in the past five (5) years on any of its contracts that were undertaken within County of San Diego, including the total dollar amount paid by Consultant for each subcontract or supply contract. Consultant further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance, Municipal Code Sections 22.3501 through 22.3517. Consultant understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in remedies being ordered against the Consultant up to and including contract termination, debarment and other sanctions.

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

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

IV. Subcontractor Participation.

- A. 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. Federal Equal Opportunity Requirements for Caltrans Funded Projects.

The following equal opportunity requirements apply to projects funded by Caltrans, including Federal Highway Administration (FHWA) funded projects. These requirements shall apply to construction contracts and agreements with professional service providers and consultant firms as specified in 23 CFR §172.5(b), 49 CFR, Part 26, and in Exhibit

10-I “Notice to Proposers Disadvantaged Business Enterprise Information.” If the contract has an underutilized DBE (DBE) goal, the consultant must meet the DBE goal by using DBEs as subconsultants or document a good faith effort to have met the goal. If a DBE subconsultant is unable to perform, the consultant must make a good faith effort to replace him/her with another DBE subconsultant if the goal is not otherwise met.

In the event that these requirements conflict with the City’s General EOCP Requirements, the Funding Agency’s Requirements will control.

For the purpose of these requirements terms “Bid” and “Proposal,” “Bidder” and “Proposer,” “Subcontractor” and “Subconsultant,” “Contractor” and “Consultant,” “Contractor” and “Prime Contractor,” “Consultant,” “Design Professional” and “Professional Service Provider,” “Suppliers” and “Vendors,” “Suppliers” and Dealers,” and “Suppliers” and “Manufacturers” may have been used interchangeably.

VI. Notice of Proposers Disadvantage Business Enterprise (DBE) Information:

*This project is subject to Title 49 CFR 26.13(b).

1. Terms as Used in this Document

- The term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR). The term “Agreement” also means “Contract.”
- Agency also means the local entity entering into this contract with the Consultant.
- The term “Small Business” or “SB” is as defined in 49 CFR 26.65.

2. Authority and Responsibility

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Agreements financed in whole or in part with federal funds (See 49 CFR 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”). The Contractor should ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. Submission of DBE Information

If there is a DBE goal on the contract, a Consultant Proposal DBE Commitment (Exhibit 10-O1) form shall be included in the Request for Proposal and submitted with the Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. Only DBE participation will be counted towards the contract goal; however, all DBE participation shall be collected and reported.

A Consultant Contract DBE Information (Exhibit 10-O2) form shall be included with the Request for Proposal and submitted with the Proposal. The purpose of the form is to collect data required under 49 CFR 26. For contracts with DBE goals, this form collects DBE participation by DBEs owned by Hispanic American and Subcontinent Asian Americans males (persons whose origin are from India, Pakistan, Bangladesh, Bhutan, Maldives Islands, Nepal or Sri Lanka). For contracts with no goals, this form collects information on all DBEs, including DBEs. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

4. DBE Participation General Information

It is the proposer's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department's DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime contractor, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 - 1. The proposer is a DBE and will meet the goal by performing work with its own forces.
 - 2. The proposer will meet the goal through work performed by DBE subcontractors, suppliers or trucking companies.
 - 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.

- F. The proposer shall list only one subcontractor for each portion of work as defined in their proposal and all DBE subcontractors should be listed in the bid/cost proposal list of subcontractors.
- G. A prime contractor who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE subcontractors.

5. Resources

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.

NOTE: It is the Consultant's responsibility to verify that the DBE is certified as DBE at date of Proposal due date.

- B. Access the CUCP database from the Department of Transportation, Civil Rights, Business Enterprise Program web site at: <https://dot.ca.gov/programs/civil-rights/dbe-search>
 - Click on Access to the DBE Query Form located on the first line in the center of the page
 - Searches can be performed by one or more criteria
 - Follow instructions on the screen
- C. How to Obtain a List of Certified DBEs without Internet Access:

DBE Directory - If you do not have Internet access, Caltrans also publishes a directory of certified DBE firms extracted from the online database. A copy of the directory of certified DBEs may be ordered from the Caltrans Publications Unit at (916) 263-0822, 1900 Royal Oaks Drive, Sacramento, CA 95815-3800.

VII. FHWA/Caltrans Nondiscrimination Clause

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement:

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part

hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

VIII. Disadvantaged Business Enterprise (DBE) Participation

- A. This Agreement is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Proposers who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the local agency deems appropriate.
- C. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

IX. Performance of DBE Consultant and Other DBE Subconsultants/Suppliers

- A. DBE performs a commercially useful function when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the Agreement is commensurate with the work it is actually performing; and other relevant factors.
- B. DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Agreement, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- C. If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its Agreement with its own work force, or the DBE subcontracts a greater portion of the work of the Agreement than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.

X. Subcontractor and DBE Records

The Consultant or Contractor shall maintain records showing the name and business address of each first-tier Subcontractor. The records shall also show the name and

business address of every DBE Subcontractor as indicated on the Consultant Proposal DBE Commitment Form, DBE vendor of materials, and DBE trucking company, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all of these firms. The DBE Contractors shall also show the date of Work performed by their own forces along with the corresponding dollar value of the Work.

Upon completion of the contract, a summary of these records shall be prepared on "Final Report-Utilization of DBE, First Tier Subcontractors" Form CEM-2402(F) and certified correct by the Consultant or Contractor or the Contractor's authorized representative, and shall be furnished to the Engineer. The form shall be furnished to the Engineer within 90 days from the date of contract acceptance. The amount of \$10,000 will be withheld from payment until a satisfactory form is submitted.

XI. DBE Certification Status

If a DBE subcontractor is decertified during the life of the Project, the decertified Subcontractor shall notify the Contractor in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the Project, the Subcontractor shall notify the Contractor in writing with the date of certification. The Contractor shall furnish the written documentation to the Engineer.

Upon completion of the contract, "Disadvantaged Business Enterprise (DBE) Certification Status Change" Form CEM-2403(F) indicating the DBEs' existing certification status shall be signed and certified correct by the Contractor. The certified form shall be furnished to the Engineer within 90 days from the date of contract acceptance.

XII. Subcontractors

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the Agency and any subcontractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the Agency for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the Agency's obligation to make payments to the Contractor.
- B. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.
- C. Contractor shall pay its subcontractors within seven (7) calendar days from receipt of each payment made to the Contractor by the Agency.
- D. Any substitution of subcontractors must be approved in writing by the Agency's Contract Manager in advance of assigning work to a substitute subcontractor.

XIII. Demonstrated Commitment to Equal Opportunity

The City seeks to foster a business climate of inclusion and to eliminate barriers to inclusion as defined in the implementation of DBE Program requirements applicable to Caltrans funded projects.

The Bidders are required to submit the following information if the DBE Goal has not been met:

- **GOOD FAITH EFFORTS SUBMITTAL.**

If the Consultant has not met the DBE goal, the Consultant shall complete and submit the Good Faith Efforts forms to the City no later than 4:00 p.m. on the 5th Working Day after the Proposal due date showing that the Consultant made adequate good faith efforts to meet the goal.

The following forms must be completed and submitted with Good Faith Efforts documentation:

- i. DBE Information – Good Faith Efforts (Caltrans Exhibit 15-H)
- ii. List of Services Made Available (Form AA61)
- iii. Summary of Subconsultant Proposals Received (Form AA62)
- iv. Good Faith Effort List of Subcontractors Solicited (Form AA63)

If the Consultant's DBE Commitment form shows that the Consultant has met the DBE goal or if the Consultant is required to submit the DBE Commitment form, the Consultant shall also submit good faith efforts documentation within the specified time to protect the Consultant's eligibility for award of the Contract in the event the City finds that the DBE goal has not been met.

Good faith efforts documentation shall include the following information and supporting documents, as necessary:

- A. Items of Work the Consultant or Contractor has made available to DBE firms. Identify those items of Work the Consultant or Contractor 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 dollar value and percentage of the total contract. It is the Consultant's or Contractor's responsibility to demonstrate that sufficient Work to meet the goal was made available to DBE firms.
- B. Names of certified DBEs and dates on which they were solicited to participate on the Project. Include the items of Work offered. Describe the methods used for following up initial solicitations to determine with certainty if the DBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. The Consultant or Contractor is reminded to solicit certified DBEs through all reasonable and available means and provide sufficient time to allow DBEs to respond.
- C. Name of selected firm and its status as a DBE for each item of Work made available. Include name, address, and telephone number of each DBE that provided a quote and their price quote, (or in the case of consultant contracts, include the DBE's letter of commitment) and copy of certification documentation. If the firm selected for the item is not a DBE, provide the reasons for the selection.
- D. Name and date of each publication in which the Consultant or Contractor requested DBE participation for the Project. Attach copies of the published advertisements.
- E. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.

- F. List of efforts made to provide interested DBEs with adequate information about the If the Consultant or Contractor has provided information, identify the name of the DBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.
- G. List of efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the DBE Subcontractor purchases or leases from the Contractor or its affiliate. If such assistance is provided by the Consultant or Contractor, identify the name of the DBE assisted, nature of the assistance offered, and date. Provide copies of supporting documents, as appropriate.
- H. Any additional data to support demonstration of good faith efforts.

XIV. Certification

- A. DBE Certification Status - If a DBE subcontractor is decertified during the life of the Project, the decertified Subcontractor shall notify the Contractor in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the Project, the Subcontractor shall notify the Contractor in writing with the date of certification. The Contractor shall furnish the written documentation to the Engineer.
- B. Upon completion of the contract, "Disadvantaged Business Enterprise (DBE) Certification Status Change" Form CEM-2403(F) (Attachment EE) indicating the DBEs' existing certification status shall be signed and certified correct by the Contractor. The certified form shall be furnished to the Engineer within 90 days from the date of contract acceptance.

XV. List of Attachments.

- AA. Disclosure of Discrimination Complaints**
- BB. Work Force Report**
- CC. Subcontractors List**
- DD. Consultant Proposal DBE Commitment (Caltrans Exhibit 10-O1)**
- EE. Consultant Contract DBE Commitment (Caltrans Exhibit 10-O2)**
- FF. DBE Information – Good Faith Efforts (Caltrans Exhibit 15-H)**
- GG. List of Services Made Available (Form AA61)**
- HH. Summary of Subconsultant Proposals Received (Form AA62)**
- II. Good Faith Effort List of Subcontractors Solicited (Form AA63)**
- JJ. Final Report – Utilization of Disadvantaged Business Enterprises (DBE) and First-Tier Subcontractors (Caltrans Exhibit 17-F)**
- KK. Disadvantaged Business Enterprise Certification Status Change (Caltrans Exhibit 17-O)**

DISCLOSURE OF DISCRIMINATION COMPLAINTS

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

CHECK ONE BOX ONLY.

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

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

Consultant Name Dokken Engineering

Certified By John A. Klemunes Jr., PE Title President

Name



Signature

Date September 11, 2025

USE ADDITIONAL FORMS AS NECESSARY

EQUAL OPPORTUNITY CONTRACTING (EOC)

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

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

WORK FORCE REPORT

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

NO OTHER FORMS WILL BE ACCEPTED

CONTRACTOR IDENTIFICATION

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

Name of Company: _____

ADA/DBA: _____

Address (Corporate Headquarters, where applicable): _____

City: _____ County: _____ State: _____ Zip: _____

Telephone Number: _____ Fax Number: _____

Name of Company CEO: _____

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

Address: _____

City: _____ County: _____ State: _____ Zip: _____

Telephone Number: _____ Fax Number: _____ Email: _____

Type of Business: _____ Type of License: _____

The Company has appointed: _____

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: _____

Telephone Number: () _____ Fax Number: _____ Email: _____

- ☐ 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.

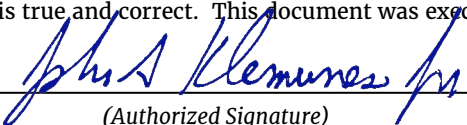
**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

I, the undersigned representative of _____

(Firm Name)

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

herein is true and correct. This document was executed on this _____ day of _____, 20. _____


(Authorized Signature)

John A. Klemunes, Jr., President

(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: _____ DATE: _____

OFFICE(S) or BRANCH(ES): _____ COUNTY: _____

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

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

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

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

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

Totals Each Column														
--------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Grand Total All Employees

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

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 3

NAME OF FIRM: _____ DATE: _____

OFFICE(S) or BRANCH(ES): _____ COUNTY: _____

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

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

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

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

Totals Each Column														
--------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Grand Total All Employees

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

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Work Force Report

HISTORY

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

WORK FORCE & BRANCH WORK FORCE REPORTS

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

MANAGING OFFICE WORK FORCE

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

TYPES OF WORK FORCE REPORTS:

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

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

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

RACE/ETHNICITY CATEGORIES

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

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

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

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

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

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

Exhibit A: Work Force Report Job Categories – Administration

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

Management & Financial

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

Professional

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

Architecture & Engineering, Science, Computer

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

Technical

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

Sales

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

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers

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

Services

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

Crafts

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

Installers, and Repairers
Woodworkers

Operative Workers

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

Transportation

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

Laborers

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

Exhibit B: Work Force Report Job Categories–Trade

Brick, Block or Stone Masons

Brickmasons and Blockmasons
Stonemasons

Carpenters

Carpet, floor and Tile Installers and Finishers

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

Cement Masons, Concrete Finishers

Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

Construction Laborers

Drywall Installers, Ceiling Tile Inst

Drywall and Ceiling Tile Installers
Tapers

Electricians

Elevator Installers and Repairers

First-Line Supervisors/Managers

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

Glaziers

Helpers, Construction Trade

Brickmasons, Blockmasons, and Tile and
Marble Setters
Carpenters
Electricians
Painters, Paperhangers, Plasterers and Stucco
Pipelayers, Plumbers, Pipefitters and
Steamfitters
Roofers
All other Construction Trades

Millwrights

Heating, Air Conditioning and Refrigeration
Mechanics and Installers
Mechanical Door Repairers
Control and Valve Installers and Repairers
Other Installation, Maintenance and Repair
Occupations

Misc. Const. Equipment Operators

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

Painters, Const. Maintenance

Painters, Construction and Maintenance
Paperhangers

Pipelayers and Plumbers

Pipelayers
Plumbers, Pipefitters and Steamfitters

Plasterers and Stucco Masons**Roofers****Security Guards & Surveillance Officers****Sheet Metal Workers****Structural Iron and Steel Workers****Welding, Soldering and Brazing Workers**

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

Workers, Extractive Crafts, Miners

SUBCONTRACTOR PARTICIPATION LIST

This list shall include the name and complete address of all Subcontractors who qualify as **DBEs**. Consultants must also list participation by any SLBE, ELBE MBE, WBE, 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 DBE 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	DBE (MBE/WBE SLBE/ELBE DVBE/OBE*)	WHERE CERTIFIED**
Blue Lake Civil 5480 Baltimore Drive, Suite 215 La Mesa, CA 91942	Utilities	7.66%	WBE, DBE, SLBE/ELBE, SB (Micro)	CPUC, Caltrans, City of San Diego, CA DGS
Earth Mechanics, Inc. 820 Los Vallecitos Blvd, Suite H San Marcos, CA 92069	Geotechnical	6.39%	DBE, SB	Caltrans, CA DGS
Geocon Incorporated 6960 Flanders Drive San Diego, CA 92121	Hazardous Waste ISA	1.75%	N/A	N/A
Reddy Engineering Services, Inc. 3160 Camino del Rio South Suite 103 San Diego, CA 92108	Landscape & Irrigation	4.66%	DBE, SLBE/ ELBE, SB (Micro), SB-PW	Caltrans, City of San Diego, CA DGS
UNICO Engineering, Inc. 1450 Frazee Road, Suite 250 San Diego, CA 92108	Survey/Right of Way Engineering	4.14%	MBE, DBE, SB	CPUC, Caltrans, CA DGS

List of Abbreviations:

Certified Disadvantaged Business Enterprise

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

DBE

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

* Listed for informational purposes only.

Consultant Proposal DBE Commitment (Caltrans Exhibit 10-O1)

1. Local Agency: City of San Diego 2. Contract DBE Goal: 22%

3. Project Description: Fairmount Avenue Bridge Rehab East/West (H2326266A)

4. Project Location: San Diego

5. Consultant's Name: Dokken Engineering 6. Prime Certified DBE: ☐

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %	
Utilities	4436	Blue Lake Civil Margaret Witt, President 5480 Baltimore Drive, La Mesa, CA 91942 619.253.8684 maggie.witt@bluelakecivil.com	7.66%	
Geotechnical	6956	Earth Mechanics, Inc. Eric Brown, PE, GE, Principal 820 Los Vallecitos Blvd, Suite H, San Marcos, CA 92069 760.736.8222 e.brown@earthmech.com	6.39%	
Landscape & Irrigation	46418	Reddy Engineering Services, Inc. Vinay Reddy, President 3160 Camino del Rio South, Suite 217, San Diego, CA 92108 510.409.2640 vinayreddyengineering.com	4.66%	
Survey/Right of Way Engineering	41342	UNICO Engineering, Inc. Cesar Montes de Oca, President 1450 Frazee Road, Suite 250 916.900.6623 Cesar@unicoengineering.com	4.14%	
Local Agency to Complete this Section		11. TOTAL CLAIMED DBE PARTICIPATION	22.85 %	
17. Local Agency Contract Number: 18. Federal-Aid Project Number: 19. Proposed Contract Execution Date: Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.				
20. Local Agency Representative's Signature	21. Date	IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.  12. Preparer's Signature John A. Klemunes Jr., PE 14. Preparer's Name President 16. Preparer's Title 09/11/2025 13. Date (916) 858-0642 15. Phone		
22. Local Agency Representative's Name	23. Phone			
24. Local Agency Representative's Title				

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654- 3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSULTANT PROPOSAL DBE COMMITMENT

CONSULTANT SECTION

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
- 4. Project Location** - Enter the project location as it appears on the project advertisement.
- 5. Consultant's Name** - Enter the consultant's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 8. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 9. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
- 10. DBE %** - Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 11. Total Claimed DBE Participation %** - Enter the total DBE participation claimed. If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 12. Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
- 13. Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
- 14. Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
- 15. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 16. Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

- 17. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 18. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 19. Proposed Contract Execution Date** - Enter the proposed contract execution date.
- 20. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
- 21. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 22. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- 23. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 24. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

Consultant Contract DBE Commitment (Caltrans Exhibit 10-O2)

1. Local Agency: City of San Diego 2. Contract DBE Goal: 22%
 3. Project Description: Fairmount Avenue Bridge Rehab East/West (H2326266A)
 4. Project Location: San Diego
 5. Consultant's Name: Dokken Engineering 6. Prime Certified DBE: ☐ 7. Total Contract Award Amount: \$1,664,908.90
 8. Total Dollar Amount for **ALL** Subconsultants: \$409,608.90 9. Total Number of **ALL** Subconsultants: 5

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Utilities	4436	Blue Lake Civil Margaret Witt, President 5480 Baltimore Drive, La Mesa, CA 91942 619.253.8684 maggie.witt@bluelakecivil.com	\$127,595.00
Geotechnical	6956	Earth Mechanics, Inc. Eric Brown, PE, GE, Principal 820 Los Vallecitos Blvd, Suite H, San Marcos, CA 92069 760.736.8222 e.brown@earthmech.com	\$106,426.00
Landscape & Irrigation	46418	Reddy Engineering Services, Inc. Vinay Reddy, President 3160 Camino del Rio South, Suite 217, San Diego, CA 92108 510.409.2640 vinayreddyengineering.com	\$77,533.90
Survey/Right of Way Engineering	41342	UNICO Engineering, Inc. Cesar Montes de Oca, President 1450 Frazee Road, Suite 250 916.900.6623 Cesar@unicoengineering.com	\$68,960.00
Local Agency to Complete this Section			
20. Local Agency Contract Number: 21. Federal-Aid Project Number: 22. Contract Execution Date: Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			\$ 380,514.90
			22.85 %
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			14. TOTAL CLAIMED DBE PARTICIPATION IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required. <u>John A. Klemunes Jr.</u> 23. Local Agency Representative's Signature <u>09/11/2025</u> 16. Date <u>John A. Klemunes Jr., PE</u> 25. Local Agency Representative's Name <u>(916) 858-0642</u> 18. Phone <u>President</u> 27. Local Agency Representative's Title <u> </u> 19. Preparer's Title

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENT

CONSULTANT SECTION

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
- 4. Project Location** - Enter the project location as it appears on the project advertisement.
- 5. Consultant's Name** - Enter the consultant's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
- 8. Total Dollar Amount for ALL Subconsultants** – Enter the total dollar amount for all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- 9. Total number of ALL subconsultants** – Enter the total number of all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- 10. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 11. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 12. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
- 13. DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 14. Total Claimed DBE Participation** - \$: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Participation Dollars Claimed" divided by item "Total Contract Award Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 15. Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
- 16. Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
- 17. Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
- 18. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 19. Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

- 20. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 21. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 22. Contract Execution Date** - Enter the date the contract was executed.
- 23. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
- 24. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 25. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- 26. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 27. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

DBE INFORMATION —GOOD FAITH EFFORTS
(Caltrans EXHIBIT 15-H)

Federal-aid Project No. _____ Bid Opening Date _____

The _____ (City/County of) _____ established a Disadvantaged Business Enterprise (DBE) goal of _____% for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the “Local Agency Bidder DBE Commitment” form indicates that the bidder has met the DBE goal. This will protect the bidder’s eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the “Local Agency Bidder DBE Commitment” form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled “Submission of DBE Commitment” of the Special Provisions:

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

- C. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract

- D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

- E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

- F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

- G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results

- H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

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
Utilities	541330	Y		7.66%
Geotechnical	541380	N		6.39%
Hazardous Waste ISA	541620	N		1.75%
Landscape & Irrigation	541320	N		4.66%
Survey/Right of Way Engineering	541370	N		4.14%

[illegible]

**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)

USE ADDITIONAL FORMS AS NECESSARY

Final Report-Utilization of Disadvantaged Business Enterprises (DBE) and First-Tier Subcontractors (Caltrans Exhibit 17-F) (Caltrans Exhibit 17-F)

ATTACHMENT JJ

1. Local Agency Contract Number		2. Federal-Aid Project Number		3. Local Agency		4. Contract Completion Date	
5. Contractor/Consultant			6. Business Address			7. Final Contract Amount	
8. Contract Item Number	9. Description of Work, Service, or Materials Supplied	10. Company Name and Business Address	11. DBE Certification Number	12. Contract Payments		13. Date Work Completed	14. Date of Final Payment
				Non-DBE	DBE		
15. ORIGINAL DBE COMMITMENT AMOUNT \$ _____				16. TOTAL			

List all first-tier subcontractors/subconsultants and DBEs regardless of tier whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approved at the time of award, provide comments on an additional page. List actual amount paid to each entity. If no subcontractors/subconsultants were used on the contract, indicate on the form.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT			
17. Contractor/Consultant Representative's Signature	18. Contractor/Consultant Representative's Name	19. Phone	20. Date
I CERTIFY THAT THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAS BEEN MONITORED			
21. Local Agency Representative's Signature	22. Local Agency Representative's Name	23. Phone	24. Date

DISTRIBUTION: Original – Local Agency, Copy – Caltrans District Local Assistance Engineer. Include with Final Report of Expenditures

ADA NOTICE: For individuals with sensory disabilities, this document is available in alternate formats. For information, call (916) 445-1233, Local Assistance Procedures Manual TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS

- 1. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 2. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 3. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 4. Contract Completion Date** - Enter the date the contract was completed.
- 5. Contractor/Consultant** - Enter the contractor/consultant's firm name.
- 6. Business Address** - Enter the contractor/consultant's business address.
- 7. Final Contract Amount** - Enter the total final amount for the contract.
- 8. Contract Item Number** - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
- 9. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials provided. Indicate all work to be performed by DBEs including work performed by the prime contractor/consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 10. Company Name and Business Address** - Enter the name, address, and phone number of all subcontracted contractors/consultants. Also, enter the prime contractor/consultant's name and phone number, if the prime is a DBE.
- 11. DBE Certification Number** - Enter the DBE's Certification Identification Number. Leave blank if subcontractor is not a DBE.
- 12. Contract Payments** - Enter the subcontracted dollar amount of the work performed or service provided. Include the prime contractor/consultant if the prime is a DBE. The Non-DBE column is used to enter the dollar value of work performed by firms that are not certified DBE or for work after a DBE becomes decertified.
- 13. Date Work Completed** - Enter the date the subcontractor/subconsultant's item work was completed.
- 14. Date of Final Payment** - Enter the date when the prime contractor/consultant made the final payment to the subcontractor/subconsultant for the portion of work listed as being completed.
- 15. Original DBE Commitment Amount** - Enter the "Total Claimed DBE Participation Dollars" from Exhibits 15-G or 10-O2 for the contract.
- 16. Total** - Enter the sum of the "Contract Payments" Non-DBE and DBE columns.
- 17. Contractor/Consultant Representative's Signature** - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
- 18. Contractor/Consultant Representative's Name** - Enter the name of the person preparing and signing the form.
- 19. Phone** - Enter the area code and telephone number of the person signing the form.
- 20. Date** - Enter the date the form is signed by the contractor's preparer.
- 21. Local Agency Representative's Signature** - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
- 22. Local Agency Representative's Name** - Enter the name of the Local Agency Representative signing the form.
- 23. Phone** - Enter the area code and telephone number of the person signing the form.
- 24. Date** - Enter the date the form is signed by the Local Agency Representative.

If there were no changes in the DBE certification of subcontractors/subconsultants, indicate on the form.

DISTRIBUTION: Original – Local Agency, Copy – Caltrans District Local Assistance Engineer. Include with Final Report of Expenditures

Page 1 of 2
July 23, 2015

ATTACHMENT KK

**INSTRUCTIONS –DISADVANTAGED BUSINESS ENTERPRISES (DBE)
CERTIFICATION STATUS CHANGE**

- 1. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 2. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 3. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 4. Contract Completion Date** - Enter the date the contract was completed.
- 5. Contractor/Consultant** - Enter the contractor/consultant's firm name.
- 6. Business Address** - Enter the contractor/consultant's business address.
- 7. Final Contract Amount** - Enter the total final amount for the contract.
- 8. Contract Item Number** - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
- 9. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors/consultants.
- 10. DBE Certification Number** - Enter the DBE's Certification Identification Number.
- 11. Amount Paid While Certified** - Enter the actual dollar value of the work performed by those subcontractors/subconsultants during the time period they are certified as a DBE.
- 12. Certification/Decertification Date (Letter Attached)** - Enter either the date of the Decertification Letter sent out by the Office of Business and Economic Opportunity (OBEO) or the date of the Certification Certificate mailed out by OBEO.
- 13. Comments** - If needed, provide any additional information in this section regarding any of the above certification status changes.
- 14. Contractor/Consultant Representative's Signature** - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
- 15. Contractor/Consultant Representative's Name** - Enter the name of the person preparing and signing the form.
- 16. Phone** - Enter the area code and telephone number of the person signing the form.
- 17. Date** - Enter the date the form is signed by the contractor's preparer.
- 18. Local Agency Representative's Signature** - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
- 19. Local Agency Representative's Name** - Enter the name of the Local Agency Representative signing the form.
- 20. Phone** - Enter the area code and telephone number of the person signing the form.
- 21. Date** - Enter the date the form is signed by the Local Agency Representative.

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

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

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

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

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

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

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

DISCLOSURE DETERMINATION FOR CONSULTANT

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

1. Department / Board / Commission / Agency Name: City of San Diego
2. Name of Specific Consultant & Company: Dokken Engineering
3. Address, City, State, ZIP 1450 Frazee Road, Suite 100
San Diego, CA 92108
4. Project Title (as shown on 1472, "Request for Council Action") Consultant Contract Award for
Fairmount Ave Bridge Rehab
5. Consultant Duties for Project: Provide Civil Engineering Services
6. Disclosure Determination [**select applicable disclosure requirement**]:



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

- or -



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



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

- or -



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

By: Luis Schaar

[Name/Title]*

Assistant Director / Luis Schaar

9/22/2025

[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.	☐	☐	☐	☐
• All comments and review requests were adequately incorporated into Deliverables.	☐	☐	☐	☐
• The Deliverables were properly formatted and well-coordinated.	☐	☐	☐	☐
• Writing style/presentation and terminology was clear and straightforward with adequate backup provided.	☐	☐	☐	☐
2. Ability to adhere to contract schedule, budget, and overall timely responses as noted:				
• Deliverables prepared in accordance with the agreed upon schedule(s).	☐	☐	☐	☐
• Consultant alerted the City to possible schedule problems well in advance of delays.	☐	☐	☐	☐
• Consultant suggested solutions there were cost effective, appropriate and were provided in a timely manner.	☐	☐	☐	☐
• The Consultant provided responses to RFI's/emails/request for proposals, etc. in a timely manner.	☐	☐	☐	☐
3. Ability to manage project team, Subconsultants, and coordinate with City staff as noted:				
• The Consultant was reasonable and fair during negotiations of the Agreement and/or on Task Orders.	☐	☐	☐	☐
• The Consultant followed direction and chain of responsibility.	☐	☐	☐	☐
• The Consultant reviewed and analyzed Subconsultant Deliverables and oversaw their work in an appropriate manner.	☐	☐	☐	☐
• The Consultant provided adequate support/attendance during meetings.	☐	☐	☐	☐

Section II

SPECIFIC RATINGS Continued

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

Section III

SUPPLEMENTAL INFORMATION

(Please ensure to attach additional documentation as needed.)

(Supporting documentation attached: Yes ☐ No ☐)

Section IV

FINAL RATING

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

City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance

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

A. BID/PROPOSER/SOLICITATION TITLE:

Fairmount Avenue Bridge Rehab East/West (H2326266A)

B. BIDDER PROPOSER INFORMATION

Dokken Engineering			
Legal Name		DBA	
1450 Frazee Road, Suite 100	San Diego	CA	92108
Street Address	City	State	Zip
Mary Elizabeth Westrum, PE, Project Manager	(858) 514-8377		(858) 514-8608
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.

Mary Elizabeth Westrum, PE	Project Manager
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
Less than 1% ownership	
Interest in the transaction	

John A. Klemunes Jr., PE	President/Principal-in-Charge
Name	Title/Position
Folsom, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
Less than 1% ownership	
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: 06/20/1986 State of incorporation: California

List corporation's current officers:

President: John A. Klemunes Jr.

Vice Pres.: Juann Ramos, Matthew Griggs, Mark Tarrall, Bradley Dokken

Secretary: Camran Sadeghi

Treasurer: Bradley Dokken (CFO)

Is your firm a publicly traded corporation? ☐ Yes ☒ No

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

☐ **Limited Liability Company**

Date formed: mm/dd/yyyy State of formation: _____

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

☐ **Partnership**Date formed: mm/dd/yyyy State of formation: _____

List names of all firm partners:

☐ **Sole Proprietorship** Date started: mm/dd/yyyy

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: mm/dd/yyyy

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: JP Morgan/Chase

Point of Contact: Mark Senatori

Address: 1415 L Street, Suite 650, Sacramento, CA 95814

Phone Number: (916) 491-3338

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

F. PERFORMANCE HISTORY:

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

☒ Yes ☐ No

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

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

☐ **Yes** ☒ **No**

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

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

☐ **Yes** ☒ **No**

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

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

☐ **Yes** ☒ **No**

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

7. Performance References:

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

Company Name: City of San Diego

Contact Name and Phone Number: Diluvan Piromari - (619) 533-5479

Contact Email: DPiromari@sandiego.gov

Address: 525 B Street, Suite 750, San Diego, CA 92101

Contract Date: On-going

Contract Amount: \$2.2 Million

Requirements of Contract: PS&E Design, Construction Support

Company Name: City of San Diego

Contact Name and Phone Number: Alejandra Gonzalez - (619) 533-5155

Contact Email: AGonzalezNav@sandiego.gov

Address: 525 B Street, Suite 750, San Diego, CA 92101

Contract Date: Completed

Contract Amount: \$7.3 Million

Requirements of Contract: Preliminary Engineering and PS&E, Right of Way

Company Name: City of San Diego

Contact Name and Phone Number: Louis Schultz - (619) 533-5138

Contact Email: Lschultz@sandiego.gov

Address: 525 B Street, Suite 750, San Diego, CA 92101

Contract Date: On-going

Contract Amount: \$4 Million

Requirements of Contract: Preliminary Engineering and Environmental

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: Blue Lake Civil

Contact Name and Phone Number: Maggie Witt - (857) 253-8684

Contact Email: Maggie.Witt@BlueLakeCivil.com

Address: 5480 Baltimore Drive, Suite 215, La Mesa, CA 91942

Contract Date: N/A

Contract Amount: N/A

Requirements of Contract: Utilities

What portion of work will be assigned to this subcontractor: 7.66%

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.

John A. Klemunes Jr., President
Name and Title


Signature

September 11, 2025
Date

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

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

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

Explanation of "Yes" Answer to Question F.3

Dokken Engineering entered into a settlement agreement with the City of Dinuba in September 2021. City of Dinuba had alleged breach of contract because Dokken Engineering did not accept a tender of defense from the City. Full details of the specific circumstances are below:

Dokken Engineering provided professional engineering design services and right-of-way acquisition services to the City of Dinuba for the Avenue 416/El Monte Way Widening Project from Road 56 to Road 92 from 2009 through the end of construction in 2017. At the end of construction, the City of Dinuba was sued by Papich Construction Co., Inc., the construction contractor, for delay damages. In 2018, the City of Dinuba tendered the defense to Dokken Engineering, citing a duty to defend clause in the agreement between Dokken and Dinuba.

Dokken denied the tender, citing contract language that did not require an upfront duty to defend when it was the negligence of others (mainly the contractor and the construction management (CM) firm) that caused the underlying delay damages. The City hired the CM firm to manage construction and keep things on schedule and it was their failures in construction management which led to the delays. The agreement between the City and Dokken stated:

"Consultant shall not be responsible for damages or be in default or deemed to be in default by reason of delay or faulty performance by the City ... or by reason of any other delays beyond consultant's control or for which consultant is without fault."

The City of Dinuba settled with Papich Construction in 2018 and then sued Dokken Engineering and the construction management firm for breach of contract for not accepting the tender of defense. Dokken Engineering maintains it had justification for denying the tender as it did not cause the delays and the contract language provided for such a response.

The case settled in 2021, with the construction management firm paying 88% of the settlement and Dokken paying the other 12%.

J. STATEMENT OF SUBCONTRACTORS

Company Name: Earth Mechanics, Inc.
 Contact Name and Phone Number: Eric Brown - (714) 785-8865
 Contact Email: e.brown@earthmech.com
 Address: 820 Los Vallecitos Blvd, Suite H, San Marcos, CA 92069
 Contract Date: N/A
 Sub-Contract Dollar Amount: N/A
 Requirements of Contract: Geotechnical
 What Portion of work will be assigned to this subcontractor: 6.39%
 Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? Yes

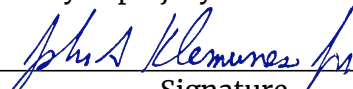
Company Name: Geocon Incorporated
 Contact Name and Phone Number: Troy Reist - (619) 818-0267
 Contact Email: reist@geoconinc.com
 Address: 6960 Flanders Dr, San Diego, CA, 92121
 Contract Date: N/A
 Sub-Contract Dollar Amount: N/A
 Requirements of Contract: Hazardous Waste ISA
 What Portion of work will be assigned to this subcontractor: 1.75%
 Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? No

Company Name: Reddy Engineering Services, Inc.
 Contact Name and Phone Number: David Preciado - (619) 887-0833
 Contact Email: david@reddyengineering.com
 Address: 3160 Camino del Rio South, Suite 103, San Diego, CA 92108
 Contract Date: N/A
 Sub-Contract Dollar Amount: N/A
 Requirements of Contract: Landscape & Irrigation
 What Portion of work will be assigned to this subcontractor: 4.66%
 Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? Yes

Company Name: UNICO Engineering, Inc.
 Contact Name and Phone Number: Cesar Montes de Oca - (530) 903-9023
 Contact Email: cesar@unicoengineering.com
 Address: 1450 Frazee Road, Suite 250, San Diego, CA 92108
 Contract Date: N/A
 Sub-Contract Dollar Amount: N/A
 Requirements of Contract: Survey/Right of Way Engineering
 What Portion of work will be assigned to this subcontractor: 4.14%
 Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? Yes

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.

John A. Klemunes, Jr., President
 Print Name, Title


 Signature

September 11, 2025
 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.)

DAVID-BACON WAGE RATES

"General Decision Number: CA20250001 10/03/2025

Superseded General Decision Number: CA20240001

State: California

Construction Types: Building, Heavy (Heavy and Dredging), Highway and Residential

County: San Diego County in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS; RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered	. Executive Order 14026
into on or after January 30,	generally applies to the
2022, or the contract is	contract.
renewed or extended (e.g., an	. The contractor must pay
option is exercised) on or	all covered workers at
after January 30, 2022:	least \$17.75 per hour (or

performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/03/2025
1	01/24/2025
2	02/07/2025
3	02/21/2025
4	02/28/2025
5	03/14/2025
6	03/21/2025
7	03/28/2025
8	06/06/2025
9	06/27/2025
10	08/01/2025
11	08/08/2025
12	08/15/2025
13	08/22/2025
14	09/19/2025
15	09/26/2025
16	10/03/2025

ASBE0005-002 09/01/2024

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 56.32	26.52
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain		

walls).....	\$ 39.94	20.65
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ASBE0005-004 07/04/2022

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)....	\$ 23.52	13.37

BOIL0092-003 01/01/2024

	Rates	Fringes
BOILERMAKER.....	\$ 51.98	42.11

BRCA0004-008 11/01/2023

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....	\$ 46.73	19.02

BRCA0018-004 06/01/2024

	Rates	Fringes
MARBLE FINISHER.....	\$ 43.38	15.36
TILE FINISHER.....	\$ 37.96	13.77
TILE LAYER.....	\$ 51.82	19.32

BRCA0018-010 09/01/2024

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 42.11	14.67
TERRAZZO WORKER/SETTER.....	\$ 49.62	15.26

CARP0213-003 07/01/2021

	Rates	Fringes
Drywall		
(1) Work on wood framed construction of single family residences, apartments or condominiums under four stories		
Drywall Installer/Lather....	\$ 32.14	16.28
Drywall Stocker/Scrapper....	\$ 22.16	8.62

CARP0619-002 07/01/2025

	Rates	Fringes
Drywall		
(2) All other work		
Drywall Installer/Lather....	\$ 44.53	27.09
Drywall Stocker/Scrapper....	\$ 21.45	12.18

CARP0619-003 07/01/2025

	Rates	Fringes
CARPENTER		
(1) Bridge.....	\$ 52.37	26.18
(2) Commercial Building....	\$ 48.94	26.18
(3) Heavy & Highway.....	\$ 51.40	16.28
(4) Residential Carpenter..	\$ 39.15	26.18
(5) Residential		
Insulation Installer.....	\$ 24.16	15.76
PILEDRIVERMAN.....	\$ 52.37	26.18

CARP0619-004 07/01/2025

	Rates	Fringes
Diver		
(1) Wet.....	\$ 901.92	26.18
(2) Standby.....	\$ 450.96	26.18
(3) Tender.....	\$ 442.96	26.18
(4) Assistant Tender.....	\$ 418.96	26.18

Amounts in "'Rates' column are per day

CARP0721-001 07/01/2025

	Rates	Fringes
Modular Furniture Installer.....	\$ 25.00	13.06

CARP1607-004 07/01/2025

	Rates	Fringes
MILLWRIGHT.....	\$ 52.24	26.68

ELEC0569-001 06/02/2025

	Rates	Fringes
Electricians (Tunnel Work)		
Cable Splicer.....	\$ 67.16	19.09
Electrician.....	\$ 66.32	19.07

Electricians: (All Other
Work, Including 4 Stories
Residential)

Cable Splicer.....	\$ 59.70	18.87
Electrician.....	\$ 58.95	18.85

ELEC0569-004 06/03/2024

Rates	Fringes
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ELECTRICIAN (Sound & Communications Sound Technician).....\$ 43.78 15.39

SCOPE OF WORK Assembly, installation, operation, service and maintenance of components or systems as used in closed circuit television, amplified master television distribution, CATV on private property, intercommunication, burglar alarm, fire alarm, life support and all security alarms, private and public telephone and related telephone interconnect, public address, paging, audio, language, electronic, background music system less than line voltage or any system acceptable for class two wiring for private, commercial, or industrial use furnished by leased wire, frequency modulation or other recording devices, electrical apparatus by means of which electricity is applied to the amplification, transmission, transference, recording or reproduction of voice, music, sound, impulses and video. Excluded from this Scope of Work - transmission, service and maintenance of background music.

All of the above shall include the installation and transmission over fiber optics.

 ELEC0569-005 06/03/2024

	Rates	Fringes
Sound & Communications		
Sound Technician.....	\$ 43.78	15.39
SCOPE OF WORK Assembly, installation, operation, service and maintenance of components or systems as used in closed circuit		

television, amplified master television distribution,
CATV on
private property, intercommunication, burglar alarm, fire
alarm, life support and all security alarms, private and
public telephone and related telephone interconnect,
public
address, paging, audio, language, electronic, background
music
system less than line voltage or any system acceptable
for
class two wiring for private, commercial, or industrial
use
furnished by leased wire, frequency modulation or other
recording devices, electrical apparatus by means of which
electricity is applied to the amplification,
transmission,
transference, recording or reproduction of voice, music,
sound, impulses and video. Excluded from this Scope of
Work -
transmission, service and maintenance of background
music.
All of the above shall include the installation and
transmission over fiber optics.

SOUND TECHNICIAN: Terminating, operating and performing
final check-out

ELEC0569-006 06/02/2025

Work on street lighting; traffic signals; and underground
systems and/or established easements outside of buildings

	Rates	Fringes
Traffic signal, street light and underground work		
Utility Technician #1.....	\$ 43.62	14.41
Utility Technician #2.....	\$ 33.10	14.09

STREET LIGHT & TRAFFIC SIGNAL WORK:

UTILITY TECHNICIAN #1: Installation of street lights and traffic signals, including electrical circuitry, programmable controller, pedestal-mounted electrical meter enclosures and laying of pre-assembled cable in ducts. The layout of electrical systems and communication installation including proper position of trench depths, and radius at duct banks, location for manholes, street lights and traffic signals.

UTILITY TECHNICIAN #2: Distribution of material at jobsite, installation of underground ducts for electrical, telephone, cable TV land communication systems. The setting, leveling, grounding and racking of precast manholes, handholes and transformer pads.

ELEC0569-008 06/01/2024

	Rates	Fringes
ELECTRICIAN (Residential, 1-3 Stories).....	\$ 40.50	8.18

ELEC1245-001 01/01/2025

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 70.16	24.71
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 53.30	22.26
(3) Groundman.....	\$ 40.76	21.76

(4) Powderman.....\$ 51.87 18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day,
Independence Day, Labor Day, Veterans Day, Thanksgiving
Day
and day after Thanksgiving, Christmas Day

ELEV0018-001 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 69.43	38.435+a+b

FOOTNOTE:

a. PAID VACATION: Employer contributes 8% of regular
hourly
rate as vacation pay credit for employees with more than
5
years of service, and 6% for 6 months to 5 years of
service.

b. PAID HOLIDAYS: New Year's Day, Memorial Day,
Independence
Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday
after Thanksgiving, and Christmas Day.

ENGI0012-004 08/01/2024

	Rates	Fringes
OPERATOR: Power Equipment (DREDGING)		
(1) Leverman.....	\$ 64.10	38.75
(2) Dredge dozer.....	\$ 58.13	38.75
(3) Deckmate.....	\$ 58.02	38.75
(4) Winch operator (stern winch on dredge).....	\$ 57.47	38.75
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 56.93	38.75

(6) Barge Mate.....\$ 57.54 38.75

ENGI0012-024 07/01/2023

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1.....	\$ 53.90	32.80
GROUP 2.....	\$ 54.68	32.80
GROUP 3.....	\$ 54.97	32.80
GROUP 4.....	\$ 56.46	32.80
GROUP 6.....	\$ 56.68	32.80
GROUP 8.....	\$ 56.79	32.80
GROUP 10.....	\$ 56.91	32.80
GROUP 12.....	\$ 57.08	32.80
GROUP 13.....	\$ 57.18	32.80
GROUP 14.....	\$ 57.21	32.80
GROUP 15.....	\$ 57.29	32.80
GROUP 16.....	\$ 57.41	32.80
GROUP 17.....	\$ 57.58	32.80
GROUP 18.....	\$ 57.68	32.80
GROUP 19.....	\$ 57.79	32.80
GROUP 20.....	\$ 57.91	32.80
GROUP 21.....	\$ 58.08	32.80
GROUP 22.....	\$ 58.18	32.80
GROUP 23.....	\$ 58.29	32.80
GROUP 24.....	\$ 58.41	32.80
GROUP 25.....	\$ 58.58	32.80
OPERATOR: Power Equipment (Cranes, Piledriving & Hoisting)		
GROUP 1.....	\$ 55.25	32.80
GROUP 2.....	\$ 56.03	32.80
GROUP 3.....	\$ 56.32	32.80
GROUP 4.....	\$ 56.46	32.80
GROUP 5.....	\$ 56.68	32.80
GROUP 6.....	\$ 56.79	32.80
GROUP 7.....	\$ 56.91	32.80
GROUP 8.....	\$ 57.08	32.80
GROUP 9.....	\$ 57.25	32.80
GROUP 10.....	\$ 58.25	32.80
GROUP 11.....	\$ 59.25	32.80

GROUP 12.....	\$ 60.25	32.80
GROUP 13.....	\$ 61.25	32.80
OPERATOR: Power Equipment (Tunnel Work)		
GROUP 1.....	\$ 55.75	32.80
GROUP 2.....	\$ 56.53	32.80
GROUP 3.....	\$ 56.82	32.80
GROUP 4.....	\$ 56.96	32.80
GROUP 5.....	\$ 57.18	32.80
GROUP 6.....	\$ 57.29	32.80
GROUP 7.....	\$ 57.41	32.80

PREMIUM PAY:

\$10.00 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material

environment: \$2.00 per hour additional. Combination mixer

and compressor operator on gunite work shall be classified

as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator);Coil Tubing Rig Operator, Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift

operator (includes loed, lull or similar types over 5 tons;

Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson

(with dragtype attachments); Helicopter radioman (ground);

Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or

similar type); Boring machine operator; Boxman or mixerman

(asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Direct Push Operator (Geoprobe or similar types) Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway

signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator

(asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator;

Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types
- Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter (concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar types; Cable Bundling Machine Operator (excluding handheld); Cable Trenching Machine Operator (Spider Plow or similar types) Cast-in-place pipe laying

machine operator; Combination mixer and compressor operator
(gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator;
Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator;
Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; RCM Cementing Unit Operator,
Rail/Switch Grinder Operator (Harsco or similar types) Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type

larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 10: Drilling machine operator, Bucket or auger types

(Calweld 200 B bucket or similar types-Watson 3000 or 5000

auger or similar types-Textoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 12: Auto grader operator; Automatic slip form operator;

Drilling machine operator, bucket or auger types (Calweld,

auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar

with compressor; Mass excavator operator less tha 750 cu.

yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth-moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self-loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote-control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck);

Tandem tractor operator (operating crawler type tractors in

tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types);
Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system

(single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Spyder Excavator Operator, with all attachments

CRANES, PILEDRIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loader, skid steer or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western)

or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator;
Hoist
operator (Chicago boom and similar type); Lift mobile
operator; Lift slab machine operator (Vagtborg and
similar
types); Material hoist and/or manlift operator; Polar
gantry crane operator; Self Climbing scaffold (or similar
type); Shovel, backhoe, dragline, clamshell operator
(over
3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe,
dragline,
clamshell operator (over 5 cu. yds. mrc); Tower crane
repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton
capacity); Crawler transporter operator; Derrick barge
operator (up to and including 25 ton capacity); Hoist
operator, stiff legs, Guy derrick or similar type (up to
and including 25 ton capacity); Shovel, backhoe,
dragline,
clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and
including
50 tons mrc); Derrick barge operator (over 25 tons up to
and including 50 tons mrc); Highline cableway operator;
Hoist operator, stiff legs, Guy derrick or similar type
(over 25 tons up to and including 50 tons mrc); K-crane
operator; Polar crane operator; Self erecting tower crane
operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and
including 100 tons mrc); Derrick barge operator (over 50
tons up to and including 100 tons mrc); Hoist operator,
stiff legs, Guy derrick or similar type (over 50 tons up
to
and including 100 tons mrc), Mobile tower crane operator
(over 50 tons, up to and including 100 tons M.R.C.);

GROUP 11: Crane operator (over 100 tons and up to and

including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc) ; Tower crane operator and tower gantry

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.);

Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

\$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County

boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32,
T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1S, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

\$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34. T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a thin strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM

to the Kings County and Kern County border at the NE corner of
T25S, R21E, MDM, continue West along the Kings County and Kern
County Boundary until the intersection of San Luis Obispo
County. Continue west along the Kings County and San Luis
Obispo County boundary until the intersection with Monterey
County. Continue West along the Monterey County and San
Luis
Obispo County boundary to the beginning point at the NW
corner
of T25S, R16E, MDM.

\$2.00 additional per hour for INYO and MONO Counties and
the
Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the
intersection of the northern boundary of Mono County and
the
California state line at the point which is the center of
Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S
then
SE along the entire western boundary of Mono County, until
it
reaches Inyo County at the point which is the NE corner of
the
Western half of the NW quarter of Section 2, T8S, R29E,
MDM.
Continue SSE along the entire western boundary of Inyo
County,
until the intersection with Kern County at the point which
is
the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM.
Continue E along the Inyo and Kern County boundary until
the
intersection with San Bernardino County at that point which
is
the SE corner of section 34, T24S, R40E, MDM. Continue E
along
the Inyo and San Bernardino County boundary until the point
which is the NE corner of the Western half of the NW
quarter of

Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM.

Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1,

T17N, R14E, San Bernardino Meridian. Then continue NW along

the state line to the starting point, which is the center of

Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

IRON0229-001 01/01/2025

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 45.78	26.51
Ornamental, Reinforcing		
and Structural.....	\$ 50.70	35.15

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training
Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine
Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air
Base,
Naval Post Graduate School - Monterey, Yermo Marine Corps
Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two
Rock

LAB00089-001 07/01/2025

	Rates	Fringes
LABORER (BUILDING and all other Residential Construction)		
Group 1.....	\$ 45.54	25.09
Group 2.....	\$ 46.30	25.09
Group 3.....	\$ 47.16	25.09
Group 4.....	\$ 48.64	25.09
Group 5.....	\$ 48.16	25.09
LABORER (RESIDENTIAL CONSTRUCTION - See definition below)		
(1) Laborer.....	\$ 42.15	23.42
(2) Cleanup, Landscape, Fencing (Chain Link & Wood).	\$ 43.44	23.42

RESIDENTIAL DEFINITION: Wood or metal frame construction
of
single family residences, apartments and condominiums -
excluding (a) projects that exceed three stories over a
garage level, (b) any utility work such as telephone,
gas,
water, sewer and other utilities and (c) any fine grading
work, utility work or paving work in the future street
and
public right-of-way; but including all rough grading work
at the job site behind the existing right of way

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete Screeding for Rought Strike-off; Concrete, water curing; Demolition laborer; Flagman; Gas, oil and/or water pipeline laborer; General Laborer; General clean-up laborer; Landscape laborer; Jetting laborer; Temporary water and air lines laborer; Material hoseman (walls, slabs, floors and decks); Plugging, filling of Shee-bolt holes; Dry packing of concrete; Railroad maintenance, Repair

Trackman

and road beds, Streetcar and railroad construction track laborers; Slip form raisers; Slurry seal crews (mixer operator, applicator operator, squeegee man, Shuttle man, top man), filling of cracks by any method on any surface; Tarman and mortar man; Tool crib or tool house laborer; Window cleaner; Wire Mesh pulling-all concrete pouring operations

GROUP 2: Asphalt Shoveler; Cement Dumper (on 1 yard or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute man, pouring concrete, the handling of the concrete from ready mix trucks, such as walls,

slabs, decks, floors, foundations, footings, curbs, gutters and sidewalks; Concrete curer-impervious membrane and form

oiler; Cutting torch operator (demolition); Guinea chaser; Headboard man-asphalt; Laborer, packing rod steel and pans; membrane vapor barrier installer;

Power broom sweepers (small); Riprap, stonepaver, placing

stone or wet sacked concrete; Roto scraper and tiller; Tank

sealer and cleaner; Tree climber, faller, chain saw operator, Pittsburgh Chipper and similar type brush shredders; Underground laborers, including caisson bellow

GROUP 3: Buggymobile; Concrete cutting torch; Concrete

cutting torch; Concrete pile cutter; Driller, jackhammer,
2

1/2 feet drill steel or longer; Dri Pak-it machine; High sealer (including drilling of same); Hydro seeder and similar type; Impact wrench, multi-plate; Kettlemen, potmen

and means applying asphalt, lay-kold, creosote, line caustic

and similar type materials (applying means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operators of pneumatic, gas, electric tools, vibrating machines, pavement breakers, air

blasting, come-along, and similar mechanical tools not separately classified herein; Pipelayers back up man coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and

any and all other services; Rotary Scarifier or multiple head concrete chipping scarifier; Steel header board man and guideline setter; Tampers, Barko, Wacker and similar type; Trenching machine, handpropelled

GROUP 4: Asphalt raker, luterman, ironer, asphalt dumpman and

asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), Grinder or sander; Concrete saw man; cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Laser beam in connection with laborer's work; Oversize concrete vibrator

operator 70 pounds and over; Pipelayer performing all services in the laying, installation and all forms of connection of pipe from the point of receiving pipe in the

ditch until completion of operation, including any and all

forms of tubular material, whether pipe, metallic or non-metallic, conduit, and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid, gas, air or other product whatsoever and without regard to the nature of

material from which the tubular material is fabricated;
No joint pipe and stripping of same; Prefabricated manhole
installer; Sandblaster (nozzleman), Porta shot-blast,
water blasting

GROUP 5: Blasters Powderman-All work of loading holes,
placing and blasting of all powder and explosives of
whatever type, regardless of method used for such loading
and placing; Driller-all power drills, excluding
jackhammer, whether core, diamond, wagon, track, multiple
unit, and any and all other types of mechanical drills
without regard to the form of motive power.

LABO0089-002 11/01/2024

	Rates	Fringes
LABORER (MASON TENDER)	\$ 40.70	21.83

LABO0089-004 07/01/2025		

HEAVY AND HIGHWAY CONSTRUCTION

	Rates	Fringes
Laborers:		
Group 1	\$ 46.66	25.09
Group 2	\$ 47.20	25.09
Group 3	\$ 47.76	25.09
Group 4	\$ 49.28	25.09
Group 5	\$ 50.14	25.09

LABORER CLASSIFICATIONS

GROUP 1: Laborer: General or Construction Laborer,
Landscape Laborer. Asphalt Rubber Material Loader. Boring Machine
Tender (outside), Carpenter Laborer (cleaning, handling,
oiling & blowing of panel forms and lumber), Concrete

Laborer, Concrete Screeding for rough strike-off,
Concrete
water curing. Concrete Curb & Gutter laborer, Certified
Confined Space Laborer, Demolition laborer & Cleaning of
Brick and lumber, Expansion Joint Caulking; Environmental
Remediation, Monitoring Well, Toxic waste and

Geotechnical

Drill tender, Fine Grader, Fire Watcher, Limbers, Brush
Loader, Pilers and Debris Handlers. flagman. Gas Oil and
Water Pipeline Laborer. Material Hoseman (slabs, walls,
floors, decks); Plugging, filling of shee bolt holes; Dry
packing of concrete and patching; Post Holer Digger
(manual); Railroad maintenance, repair trackman, road
beds;

Rigging & signaling; Scaler, Slip-Form Raisers, Filling
cracks on any surface, tool Crib or Tool House Laborer,
Traffic control (signs, barriers, barricades, delineator,
cones etc.), Window Cleaner

GROUP 2: Asphalt abatement; Buggymobile; Cement dumper
(on 1
yd. or larger mixers and handling bulk cement); Concrete
curer, impervious membrane and form oiler; Chute man,
pouring concrete; Concrete cutting torch; Concrete pile
cutter; driller/Jackhammer, with drill steel 2 1/2 feet
or

longer; Dry pak-it machine; Fence erector; Pipeline
wrapper, gas, oil, water, pot tender & form man; Grout
man;

Installation of all asphalt overlay fabric and materials
used for reinforcing asphalt; Irrigation laborer;
Kettleman-Potman hot mop, includes applying asphalt,
lay-klold, creosote, lime caustic and similar tyhpes of
materials (dipping, brushing, handling) and
waterproofing;

Membrane vapor barrier installer; Pipelayer backup man
(coating, grouting, making of joints, sealing caulkiing,
diapering including rubber basket joints, pointing);
Rotary scarifier, multiple head concrete chipper; Rock
slinger; Roto scraper & tiller; Sandblaster pot tender;
Septic tank digger/installer; Tamper/wacker operator;

Tank

caler & cleaner; Tar man & mortar man; Tree
climber/faller, chainb saw operator, Pittsburgh chipper &

similar type brush shredders.

GROUP 3: Asphalt, installation of all fabrics; Buggy
Mobile

Man, Bushing hammer; Compactor (all types), Concrete
Curer

- Impervious membrane, Form Oiler, Concrete Cutting
Torch,

Concrete Pile Cutter, Driller/Jackhammer with drill steel
2

1/2 ft or longer, Dry Pak-it machine, Fence erector
including manual post hole digging, Gas oil or water
Pipeline Wrapper - 6 ft pipe and over, Gradrail erector,
Hydro seeder, Impact Wrench man (multi plate),
kettleman-Potman Hot Mop includes applying Asphalt,
Lay-Kold, Creosote, lime caustic and similar types of
materials (dipping, brushing or handling) and
waterproofing. Laser Beam in connection with Laborer
work.

High Scaler, Operators of Pneumatic Gas or Electric
Tools,

Vibrating Machines, Pavement Breakers, Air Blasting,
Come-Alongs and similar mechanical tools, Remote-
Controlled

Robotic Tools in connection with Laborers work.
Pipelayer

Backup Man (Coating, grouting, making of joints,
sealing,
caulking, diapering including rubber gasket joints,
pointing and other services). Power Post Hole Digger,
Rotary Scarifier (multiple head concrete chipper
scarifier), Rock Slinger, Shot Blast equipment (8 to 48
inches), Steel Headerboard Man and Guideline Setter,
Tampers/Wacker operator and similar types, Trenching
Machine
hand propelled.

GROUP 4: Any worker exposed to raw sewage. Asphalt
Raker,

Luteman, Asphalt Dumpman, Asphalt Spreader Boxes,
Concrete

Core Cutter, Concrete Saw Man, Cribber, Shorer, Head Rock
Slinger. Installation of subsurface instrumentation,
monitoring wells or points, remediation system installer;

Laborer, asphalt-rubber distributor bootman; Oversize concrete vibrator operators, 70 pounds or over.
Pipelayer,
Prefabricated Manhole Installer, Sandblast Nozzleman (Water Blasting-Porta Shot Blast), Traffic Lane Closure.

GROUP 5: Blasters Powderman-All work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Horizontal directional driller, Boring system,
Electronic tracking, Driller: all power drills excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and all other types of mechanical drills without regard to form of motive power. Environmental remediation,
Monitoring well, Toxic waste and Geotechnical driller, Toxic waste removal. Welding in connection with Laborer's work.

LAB00300-005 07/01/2025

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 46.48	25.93

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste
by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

LAB00345-001 07/01/2025

	Rates	Fringes
LABORER (GUNITE)		

GROUP 1.....	\$ 55.88	23.77
GROUP 2.....	\$ 54.93	23.77
GROUP 3.....	\$ 51.39	23.77

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0"" above base level and which work must be performed in whole or in part more than 75'-0"" above base level, that work performed above the 75'-0"" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LABO1184-001 07/01/2025

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 47.94	20.86
(2) Vehicle Operator/Hauler.	\$ 48.11	20.86
(3) Horizontal Directional Drill Operator.....	\$ 49.96	20.86
(4) Electronic Tracking		

Locator.....	\$ 51.96	20.86
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 49.30	23.97
GROUP 2.....	\$ 50.60	23.97
GROUP 3.....	\$ 52.61	23.97
GROUP 4.....	\$ 54.35	23.97

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment;
equipment
repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and
application of pavement markers, delineating signs, rumble
and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating
system
installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes

and markings; hot thermo plastic; tape traffic stripes
and
markings, including traffic control; operation of all
related machinery and equipment

LABO1414-003 08/06/2025

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER....	\$ 46.17	25.97
PLASTER TENDER.....	\$ 48.72	25.97

Work on a swing stage scaffold: \$1.00 per hour additional.

Work at Military Bases - \$3.00 additional per hour:

 Coronado Naval Amphibious Base, Fort Irwin, Marine Corps
Air

 Station-29 Palms, Imperial Beach Naval Air Station,
Marine

 Corps Logistics Supply Base, Marine Corps Pickle Meadows,
Mountain Warfare Training Center, Naval Air

 Facility-Seeley, North Island Naval Air Station,
Vandenberg

 AFB.

PAIN0036-001 07/01/2023

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Repaint (excludes San Diego County).....	\$ 29.59	17.12
(2) All Other Work.....	\$ 38.52	18.64

REPAINT of any previously painted structure. Exceptions:
work involving the aerospace industry, breweries,
commercial recreational facilities, hotels which operate
commercial establishments as part of hotel service, and

sports facilities.

PAIN0036-010 09/01/2024

	Rates	Fringes
DRYWALL FINISHER/TAPER		
(1) Building & Heavy Construction.....	\$ 43.59	24.80
(2) Residential Construction (Wood frame apartments, single family homes and multi-duplexes up to and including four stories).....	\$ 32.27	14.70

PAIN0036-012 10/01/2024

	Rates	Fringes
GLAZIER.....	\$ 52.90	22.16

PAIN0036-019 01/01/2025

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 40.77	19.37

PLAS0200-005 08/03/2022

	Rates	Fringes
PLASTERER.....	\$ 47.37	19.64

NORTH ISLAND NAVAL AIR STATION, COLORADO NAVAL AMPHIBIOUS BASE, IMPERIAL BEACH NAVAL AIR STATION: \$3.00 additional per hour.

PLAS0500-001 07/01/2018

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
GROUP 1.....	\$ 26.34	19.77
GROUP 2.....	\$ 27.99	19.77
GROUP 3.....	\$ 30.07	21.12

CEMENT MASONS - work inside the building line, meeting the following criteria:

GROUP 1: Residential wood frame project of any size; work classified as Type III, IV or Type V construction; interior tenant improvement work regardless the size of the project; any wood frame project of four stories or less.

GROUP 2: Work classified as type I and II construction

GROUP 3: All other work

PLUM0016-006 09/01/2025

	Rates	Fringes
PLUMBER, PIPEFITTER, STEAMFITTER		
Camp Pendleton; Vandenberg Air Force Base.....	\$ 66.23	26.81
Work ONLY on new additions and remodeling of commercial buildings, bars, restaurants, and stores not to exceed 5,000 sq. ft. of floor space.....	\$ 59.85	25.83
Work ONLY on strip malls, light commercial, tenant		

improvement and remodel work.....	\$ 44.29	24.16
All other work except work on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space and work on strip malls, light commercial, tenant improvement and remodel work.....		
	\$ 61.73	26.81

PLUM0016-011 09/01/2025

	Rates	Fringes
PLUMBER/PIPEFITTER		
Residential.....	\$ 48.83	22.73

* PLUM0345-001 09/01/2025

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter..	\$ 44.75	26.20
Sewer & Storm Drain Work....	\$ 48.84	23.58

ROOF0045-001 07/01/2024

	Rates	Fringes
ROOFER.....	\$ 42.80	12.64

SFCA0669-001 04/01/2025

	Rates	Fringes
SPRINKLER FITTER.....	\$ 52.53	26.89

* SHEE0206-001 01/01/2025

	Rates	Fringes
SHEET METAL WORKER		
Camp Pendleton.....	\$ 53.45	30.92
Except Camp Pendleton.....	\$ 51.45	30.92
Sheet Metal Technician.....	\$ 38.65	10.31

SHEET METAL TECHNICIAN - SCOPE:

a. Existing residential buildings, both single and multi-family, where each unit is heated and/or cooled by a separate system b. New single family residential buildings including tracts. c. New multi-family residential buildings, not exceeding five stories of living space in height, provided each unit is heated or cooled by a separate system. Hotels and motels are excluded. d. LIGHT COMMERCIAL WORK: Any sheet metal, heating and air conditioning work performed on a project where the total construction cost, excluding land, is under \$1,000,000 e. TENANT IMPROVEMENT WORK: Any work necessary to finish interior spaces to conform to the occupants of commercial buildings, after completion of the building shell

TEAM0166-001 07/01/2025

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 32.12	27.07
GROUP 2.....	\$ 42.71	27.07
GROUP 3.....	\$ 42.91	27.07
GROUP 4.....	\$ 43.11	27.07
GROUP 5.....	\$ 43.31	27.07

GROUP 6.....	\$ 43.80	27.07
GROUP 7.....	\$ 45.31	27.07

FOOTNOTE: HAZMAT PAY: Work on a hazmat job, where hazmat certification is required, shall be paid, in addition to the classification working in, as follows: Levels A, B and C - +\$1.00 per hour. Workers shall be paid hazmat pay in increments of four (4) and eight (8) hours.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Fuel Man, Swamper

GROUP 2: 2-axle Dump Truck, 2-axle Flat Bed, Concrete Pumping Truck, Industrial Lift Truck, Motorized Traffic Control, Pickup Truck on Jobsite

GROUP 3: 2-axle Water Truck, 3-axle Dump Truck, 3-axle Flat Bed, Erosion Control Nozzleman, Dump Crete Truck under 6.5 yd, Forklift 15,000 lbs and over, Prell Truck, Pipeline Work Truck Driver, Road Oil Spreader, Cement Distributor or Slurry Driver, Bootman, Ross Carrier

GROUP 4: Off-road Dump Truck under 35 tons 4-axles but less than 7-axles, Low-Bed Truck & Trailer, Transit Mix Trucks under 8 yd, 3-axle Water Truck, Erosion Control Driver, Grout Mixer Truck, Dump Crete 6.5yd and over, Dumpster Trucks, DW 10, DW 20 and over, Fuel Truck and Dynamite, Truck Greaser, Truck Mounted Mobile Sweeper 2-axle Winch Truck

GROUP 5: Off-road Dump Truck 35 tons and over, 7-axles or more, Transit Mix Trucks 8 yd and over, A-Frame Truck, Swedish Cranes

GROUP 6: Off-Road Special Equipment (including but not limited to Water Pull Tankers, Athey Wagons, DJB, B70

Wuclids or like Equipment)

GROUP 7: Repairman

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick
Leave
for Federal Contractors applies to all contracts subject to
the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017. If
this
contract is covered by the EO, the contractor must provide
employees with 1 hour of paid sick leave for every 30 hours
they work, up to 56 hours of paid sick leave each year.
Employees must be permitted to use paid sick leave for
their
own illness, injury or other health-related needs,
including
preventive care; to assist a family member (or person who
is
like family to the employee) who is ill, injured, or has
other
health-related needs, including preventive care; or for
reasons
resulting from, or to assist a family member (or person who
is
like family to the employee) who is a victim of, domestic
violence, sexual assault, or stalking. Additional
information
on contractor requirements and worker protections under the
EO
is available at
<https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in

processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio.

The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates

reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which

the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations

Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following

sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment

Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA- 1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.*

Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its repurchase costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

3. Records and certified payrolls (29 CFR 5.5)

a. Basic record requirements (1) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) Information required. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. Certified payroll requirements (1) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHDL/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) Statement of Compliance. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) Use of Optional Form WH-347. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access (1) Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices (1) Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeymen under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its repurchase costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

- 2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

- 4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

- 1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.
- 2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

- 3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. 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 any Federal 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.

b. 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 Federal 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.

2. 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 31 U.S.C. 1352. 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.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY
SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS** (23 CFR 633, Subpart B, Appendix B) This
provision is applicable to all Federal-aid projects funded under the
Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

CERTIFICATION OF LOCAL AGENCY

I HEREBY CERTIFY that I am the Deputy City Engineer of the Local Agency of the City of San Diego _____, and that the consulting firm of Dokken Engineering _____, 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 California Department of Transportation (CALTRANS) in connection with this Agreement involving participation of Federal-aid Highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

9/24/2025

(Date)

Ronak Rekani

(Signature)

CERTIFICATION OF CONSULTANT

I HEREBY CERTIFY that I am the President
and duly authorized representative of the firm of Dokken Engineering,
whose address is 1450 Frazee Road, Suite 100, San Diego, California 92108,
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 California Department of Transportation (CALTRANS) in connection with this Agreement involving participation of Federal-aid Highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

<u>9/16/2025</u> (Date)	 (Signature)
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Miscellaneous Federal Requirements

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONSULTANT) agrees as follows:

- a. Compliance with Regulations: CONSULTANT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- b. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. Information and Reports: CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to CONSULTANT under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - ii. cancellation, termination or suspension of the Agreement, in whole or in part.

- f. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONSULTANT shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONSULTANT may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

Pertinent Non-Discrimination Authorities

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin; and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of

public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;

- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

**Clauses for Construction/Use/Access to Real Property Acquired Under The
Activity, Facility Or Program**

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b) of U.S. Department of Transportation Order No.1050.2A:

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

Report Title: Project Details
Run Date and Time: 2025-10-17 09:19:30 Pacific Daylight Time
Run by: Robert Rose
Table name: x_cdoi2_csm_portal_project

Project			
Number:	20250604913	Stage:	
Name:	H2326266A Design of Fairmont Ave Bridge	Project ID:	20250604913
Awarding Body:	City of San Diego	Project Number:	H2326266A
Contract Number:	H2326266A	Associated PLA:	No
Type:	Design / Build	Language Included:	Yes
Operate LCP:	Yes	Active:	true
		Amount:	1,400,000
		Award Date:	2025-10-15
		Class:	Project
		Contract Date:	2025-10-15
		Created:	2025-10-17 09:06:08
		Created by:	RWRose@sandiego.gov
		Description:	H2326266A Design of Fairmont Avenue Bridge Rehab East/West
		End Date:	
		Estimated End Date:	2030-10-30
		Estimated Start Date:	2025-10-15
		Estimated Total Cost:	\$1,810,443.90
		First Advertised Bid Date:	2024-02-27
		Job Site Address:	Address Line 1: Fairmount Avenue Bridge Rehab East/West Address Line 2: N/A City: N/A County: N/A State: N/A Zip: N/A Description: N/A
		Start Date:	
		Street:	Fairmount Avenue Bridge Rehab East/West
		Street 2:	
		City:	
		ZipCode:	
		State:	
		Team:	
		Total Cost:	\$1,810,443.90
		Updated:	2025-10-17 09:19:19
		Updated by:	RWRose@sandiego.gov
		Updates:	1

County:

Description

Description:
H2326266A Design of Fairmont Avenue Bridge Rehab East/West

Dates

Estimated End Date:	2030-10-30	Contract Date:	2025-10-15
Estimated Start Date:	2025-10-15	First Advertised Bid Date:	2024-02-27
Start Date:			
End Date:			
Award Date:	2025-10-15		

Location

Street:
Fairmount Avenue Bridge Rehab East/West

Street 2:

City:

State:

ZipCode:

Financials

Total Cost:	\$1,810,443.90	Amount:	1,400,000
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Related List Title: Project Contractor List

Table name: x_cdoi2_csm_portal_m2m_x_cdoi2_csm_customer_acc

Query Condition: Project = 20250604913

7 Project Contractors

Contractor	Sub Contractor	Parent	Project
GEOCON INCORPORATED	true		20250604913
UNICO Engineering, Inc.	true		20250604913
DOKKEN ENGINEERING	false		20250604913
DOKKEN ENGINEERING	true		20250604913
Reddy Engineering Services, Inc.	true		20250604913
	true		20250604913
EARTH MECHANICS, INC.	true		20250604913