

**AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND
KIMLEY-HORN AND ASSOCIATES, INC**

FOR

**AS-NEEDED AIRPORT PLANNING AND
ENVIRONMENTAL SERVICES**

(FEDERAL VERSION)

CONTRACT NUMBER: H2326257

**THIS PROJECT IS FUNDED BY THE UNITED STATES FEDERAL AVIATION ADMINISTRATION
(FAA)**

AGREEMENT FOR CONSULTANT SERVICES

TABLE OF CONTENTS

ARTICLE I

CONSULTANT SERVICES

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

ARTICLE II

DURATION OF AGREEMENT

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

ARTICLE III

COMPENSATION

3.1	Amount of Compensation	4
3.2	Manner of Payment	5
3.3	Additional Costs.....	5
3.4	Eighty Percent Notification	5

ARTICLE IV

CONSULTANT'S OBLIGATIONS

4.1	Industry Standards	5
4.2	Right to Audit	5
4.3	Insurance	6
4.4	Subcontractors	10
4.5	Contract Records Reports.....	11
4.6	Non-Discrimination Requirements.....	11
4.7	Drug-Free Workplace	12
4.8	Title 24/Americans with Disabilities Act Requirements	12
4.9	Product Endorsement	13
4.10	Conflict of Interest.....	13
4.11	Mandatory Assistance	14
4.12	Compensation for Mandatory Assistance	14
4.13	Attorney Fees related to Mandatory Assistance	14
4.14	Energy Conservation Specifications	14
4.15	Notification of Increased Construction Cost	15

4.16	Sustainable Building Policy	15
4.17	Design-Build Competition Eligibility	15
4.18	Storm Water Management Discharge Control.....	15
4.19	ADA Certification	15
4.20	Prevailing Wage Rates. Prevailing wage rates apply to this Agreement	16
4.21	Davis-Bacon Wage Rates.....	18
4.22	Federal Labor Standards Provisions	19

ARTICLE V

FEDERAL REQUIREMENTS

RESERVED

ARTICLE VI

INDEMNIFICATION

6.1	Indemnification	25
6.2	Consultant Services Indemnification and Defense	25
6.3	Insurance	26
6.4	Enforcement Costs.....	26

ARTICLE VII

MEDIATION

7.1	Mandatory Non-binding Mediation	26
7.2	Mandatory Mediation Costs	26
7.3	Selection of Mediator	26
7.4	Conduct of Mediation Sessions.....	26

ARTICLE VIII

INTELLECTUAL PROPERTY RIGHTS

8.1	Work for Hire	27
8.2.	Rights in Data	27
8.3	Intellectual Property Rights Assignment.....	27
8.4	Moral Rights.....	27
8.5	Subcontracting	28
8.6	Publication Design.....	28
8.7	Intellectual Property Warranty and Indemnification	28
8.8	Enforcement Costs.....	28

ARTICLE IX

MISCELLANEOUS

9.1	Notices	28
9.2	Headings	29
9.3	Non-Assignment	29
9.4	Independent Contractors	29
9.5	Consultant and Subcontractor Principals for Professional Services.....	29
9.6	Additional Consultants or Contractors	29
9.7	Employment of City Staff	29
9.8	Covenants and Conditions.....	30

9.9	Compliance with Controlling Law	30
9.10	Jurisdiction.....	30
9.11	Successors in Interest	30
9.12	Integration	30
9.13	Counterparts.....	30
9.14	No Waiver	30
9.15	Severability.....	30
9.16	Municipal Powers	30
9.17	Drafting Ambiguities	31
9.18	Conflicts Between Terms	31
9.19	Consultant Evaluation.....	31
9.20	Exhibits Incorporated	31
9.21	Survival of Obligations.....	31
9.22	Contractor Standards	31
9.23	Equal Benefits Ordinance	31
9.24	Public Records	31
9.25	Federal Aviation Administration (FAA) Requirements	32
9.26	Equal Pay Ordinance	32
9.27	Sensitive Information.....	32

CONSULTANT AS-NEEDED EXHIBITS

- Exhibit A - Scope of Services
- Exhibit B - Task Order Authorization
- Exhibit C - Compensation and Fee Schedule
- Exhibit D - City's Equal Opportunity Contracting Program Consultant Requirements
 - (AA) Disclosure of Discrimination Complaints
 - (BB) Work Force Report
 - (CC) Subcontractors List
 - (DD) List of Work Made Available (Form AA61)
 - (EE) Summary of Bids Received (Form AA62)
 - (FF) Good Faith Effort List of Subcontractors Solicited (Form AA63)
 - (GG) SWCRB Form 4500-2: DBE Subcontractor Participation Form
 - (HH) SWCRB Form 4500-3: DBE Subcontractor Performance Form
 - (II) SWCRB Form 4500-4: DBE Subcontractor Utilization Form
 - (JJ) Disadvantaged Business Enterprise (DBE) Utilization (CASRF Form UR-334)
- Exhibit E - Determination Form
- Exhibit F - Consultant Performance Evaluation Form
- Exhibit G - Contractor Standards Pledge of Compliance
- Exhibit H - California Labor Code Sections 1720 and 1771
- Exhibit I - Davis-Bacon Wage Decision
- Exhibit J - Federal Aviation Administration (FAA) Requirements
- Exhibit K - Sensitive Information Authorization Form – City Contractors & Vendors

ATTACHMENTS

1. Certification of Local Agency
2. Certification of Consultant
3. Certification of Consultant Regarding Tax Delinquency and Felony Convictions

**AS-NEEDED AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND KIMLEY-HORN AND ASSOCIATES, INC
FOR AIRPORT PLANNING AND ENVIRONMENTAL SERVICES**

THIS Agreement is made and entered into between the City of San Diego, a municipal corporation [City], and Kimley-Horn and Associates, Inc [Consultant] to provide Professional Services to the City for Airport Planning and Environmental Services on an as-needed basis.

RECITALS

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

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

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

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

**ARTICLE I
CONSULTANT SERVICES**

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

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

1.1.1 Task Order. Prior to beginning performance in response to a Task Order, Consultant shall complete and execute the Task Order which must be approved in writing by the City. Each Task Order shall include a scope of Professional Services, a cost estimate, and the time for completion. The scope of Professional Services shall include all activities or work reasonably anticipated as necessary for successful completion of each Task presented by the City. If prevailing wage rates apply to a Task Order then said rates shall be in accordance with the provisions set forth in Section 4.20 of this Agreement. The date of the City's Request for Cost Proposal for a Task Order Letter (Proposal Letter) shall be used for the purpose of determining which published prevailing wage rate shall apply on a Task Order. All wage rates published and all predetermined wage rate increases known at the date of the Proposal Letter shall apply for the duration of said Task Order.

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

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

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

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

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

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

1.6 Competitive Bidding. The Consultant shall ensure that any plans and specifications prepared, required, or recommended under this Agreement allow for competitive bidding. The Consultant 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 Consultant shall submit this written justification to the City prior to beginning work on such plans or specifications. Whenever the Consultant recommends a specific product or equipment for competitive procurement, such recommendation shall include at least two brand names of products that are capable of meeting the functional requirements applicable to the Project.

ARTICLE II DURATION OF AGREEMENT

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

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

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

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

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

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

2.6 City's Right to Terminate for Convenience. The City may, at its sole option and for its convenience, terminate all or any portion of the Professional Services agreed to pursuant to this Agreement by giving thirty (30) calendar days written notice of such termination to the Consultant. Such notice shall be delivered by certified mail with return receipt for delivery to the City. The termination of the Professional Services shall be effective upon receipt of the notice by the Consultant. After termination of this Agreement, the Consultant shall complete any and all additional work necessary for the orderly filing of documents and closing of the Consultant's Professional Services under this Agreement. For services rendered in completing the work, the Consultant shall be entitled to fair and reasonable compensation for the Professional Services performed by the Consultant before the effective date of termination. After filing of documents and completion of performance, the Consultant shall deliver to the City all drawings, plans, calculations, specifications and other documents or records related to the Consultant's Professional Services on all Task(s). By accepting payment for completion, filing and delivering documents as called for in this paragraph, the Consultant discharges the City of all of the City's payment obligations and liabilities under this Agreement.

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

ARTICLE III COMPENSATION

3.1 Amount of Compensation. The City shall pay the Consultant for actual costs incurred for performance of all Professional Services rendered in accordance with this Agreement, including all reasonably related expenses, in an amount not to exceed \$3,000,000. The City agrees to issue at least one or more Task Orders with a minimum aggregate value of \$1,000.00 to the Consultant.

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

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

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

ARTICLE IV CONSULTANT'S OBLIGATIONS

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

4.2 Right to Audit.

4.2.1 Access. The City retains the right to review and audit, and the reasonable right of access to Consultant's and any Subcontractor's premises to review and audit the Consultant's or Subcontractor's compliance with the provisions of this Agreement [City's Right]. The City's Right includes the right to inspect and photocopy same, and to retain copies, outside of the Consultant's premises, of any and all 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 Consultant or Subcontractor is in compliance with all requirements under this Agreement.

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

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

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

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

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

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

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

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

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

4.3.1.5 Contractors Pollution Liability Insurance. Consultant shall procure and maintain at Consultant's expense or require Consultant'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.

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

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

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

4.3.4.2 Worker's Compensation and Employer's Liability Insurance

Endorsements

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

4.3.4.3 Contractors Pollution Liability Insurance Endorsements.

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

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

SEVERABILITY OF INTEREST. For Contractors Pollution Liability Insurance, the policy or policies shall provide that the Consultant'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 Consultant's insurance coverage, limits, deductible, and self-insured retentions to determine if they are acceptable to the City. The City will reimburse the Consultant for the cost of the additional premium for any coverage requested by the City in excess of what is required by this Agreement without overhead, profit, or any other markup.

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

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

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

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

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

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

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

made a party to any judicial or administrative proceeding to resolve the dispute in violation of this position.

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

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

4.5 Contract Records Reports.

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

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

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

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

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

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

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

4.6 Non-Discrimination Requirements.

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

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

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

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

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

4.7.2 Drug-Free Awareness Program. The Consultant shall establish a drug-free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the policy of maintaining a drug-free workplace; (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 Consultant shall post the drug-free policy in a prominent place.

4.7.4 Subcontractor's Agreements. The Consultant further certifies that each contract for Subcontractor Services for this 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 workplace program.

4.8 Title 24/Americans with Disabilities Act Requirements. Consultant 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 Consultant (i.e., that which provides the most access). Consultant 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. Consultant understands that while the City will be reviewing Consultant's designs for compliance in specific and certain areas under Title 24 and ADAAG prior to acceptance of Consultant's designs, Consultant understands and agrees that the City's access review process and its acceptance of Consultant's designs in no way limits the Consultant's obligations under this agreement to prepare designs that comply with all requirements under Title 24 and ADAAG.

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

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

4.10.1 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].

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

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

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

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

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

4.10.5 If the Consultant 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 Consultant to liability to the City for attorneys' fees and all damages sustained as a result of the violation.

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

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

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

4.14 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 Consultant 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 Consultant 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 Consultant 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. Consultant 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 Consultant anticipates that the total construction cost will exceed the estimated construction budget, the Consultant shall immediately notify the City in writing. This written notification shall include an itemized cost estimate and a list of recommended revisions which the Consultant 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 Consultant 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, Consultant, 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. Consultant shall comply with Chapter 4, Article 3, Division 3 of the San Diego Municipal Code, Storm Water Management Discharge Control and the Municipal Storm Water Permit (MS4) Permit, California Regional Water Quality Control Board Order No. R9-2013-0001 (amended by R9-2015-0001 and R9-2015-0100), Storm Water Standards Manual, as amended from time to time, and any and all Best Management Practice (BMP) guidelines and pollution elimination requirements as may be established by the Enforcement Official.

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

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

Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Agreement is subject to State prevailing wage laws. For construction work performed under this Agreement cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Agreement cumulatively exceeding \$15,000, the Consultant 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 Consultant and its subconsultants shall ensure that all workers who perform work under this Agreement are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

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

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

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

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

based Labor Compliance Program. Consultant is responsible for ensuring its subconsultants submit certified payroll records to the City.

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

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

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

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

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

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

4.20.9.1 A Consultant’s inadvertent error in listing a subconsultant who is not registered pursuant to Labor Code section 1725.5 in response to a solicitation shall not be grounds for filing a protest or grounds for considering the bid or proposal non-

responsive provided that any of the following apply: (1) the subconsultant is registered prior to proposal due date; (2) within twenty-four hours after the proposal due date, the subconsultant is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subconsultant is replaced by another registered subconsultant pursuant to Public Contract Code section 4107.

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

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

4.20.11 List of all Subcontractors. The Consultant shall provide a complete list of subcontractors (regardless of tier) utilized on this Agreement, along with their DIR registration numbers, if applicable, prior to any work being performed on this Agreement, and Consultant shall provide a complete list of subcontractors, regardless of tier, with each invoice. Additionally, Consultant shall provide the EOC Program Manager and Office of Labor Standards & Enforcement (OLSE) Prevailing Wage Unit with a complete list of all subcontractors utilized on this Agreement, regardless of tier, within ten working days of the completion of the Agreement, along with their DIR registration numbers, if applicable. The City shall withhold final payment to Consultant until at least thirty (30) days after this information is provided to the City.

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

4.20.12.1 Registration. The Consultant 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 Consultant 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 Consultant shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 4.20.11 above. (Labor Code section 1773.3).

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

See **EXHIBIT I**.

4.22 Federal Labor Standards Provisions. 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.

4.22.1. 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.

4.22.2. 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.

4.22.3. 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.

4.22.4. 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.

4.22.5. 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.

4.22.6. 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.

4.22.7. 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.

4.22.8. 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.

4.22.9. 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.

4.22.10. 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 RESERVED

ARTICLE VI INDEMNIFICATION

6.1 Indemnification. Other than in the performance of design professional services which shall be solely as addressed in Section 6.2 below, to the fullest extent permitted by law, Consultant 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 Consultant 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 Consultant, any Subcontractor, anyone directly or indirectly employed by them, or anyone that they control. The Consultant'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 Consultant Services Indemnification and Defense.

6.2.1 Consultant 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, Consultant 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 Consultant or Consultant's officers or employees.

6.2.2 Consultant 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 Consultant or Consultant'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 Consultant 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 Consultant, including its employees, agents, talent, and independent Subcontractor(s), may not use any such Deliverable Materials mentioned in this article for purposes unrelated to Consultant’s work on behalf of the City without prior written consent of the City.

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

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

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

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

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

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

ARTICLE IX MISCELLANEOUS

9.1 Notices. In all cases where written notice is required under this Agreement, service shall be deemed sufficient if the notice is deposited in the United States mail, postage paid. Proper notice shall be effective on the date it is mailed, unless provided otherwise in this Agreement. For the purpose of this Agreement, unless otherwise agreed in writing, notice to the City shall be addressed to: Nerio Viray, 8575 Gibbs Dr., Suite 302, MS 912, San Diego, CA 92123 and notice to the Consultant shall be addressed to: Kimley-Horn and Associates, Inc, Jenny Watts, 401 B Street, Suite 600, San Diego, CA 92101, Jenny.Watts@kimley-horn.com.

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

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

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

9.5 Consultant and Subcontractor Principals for Professional Services. It is understood that this Agreement is for unique Professional Services. Retention of the Consultant's Professional Services is based on the particular professional expertise of the following members of the Consultant's organization **Pearse Melvin** (Prime consultant), **David Williams** (Prime consultant), **Jenny Watts** (Prime consultant), **Christopheer Hacker** (Prime consultant), **Heidi Rous** (Prime consultant), **Teresa Gresham** (Prime consultant), **Andrew Scanion** (Prime consultant), **Cassie Bretschger** (Prime consultant), **Andray Cardoza** (Prime consultant), **Drew Latouche** (Prime consultant), **Jack Park** (Prime consultant), **Katie Franco** (Subconsultant), **Rosemary Barnes** (Subconsultant), **Jen Hanrahan** (Subconsultant), **Travis Belt** (Subconsultant), **Lisa Bestard** (Subconsultant), **Breana Campbell** (Subconsultant), **Shannon Mindeman** (Subconsultant), **Melanie Rocks** (Subconsultant) and **Ian Hirschler** (Subconsultant) [Project Team]. Accordingly, performance of Professional Services under this Agreement may not be delegated to other members of the Consultant's organization or to Subcontractors without the prior written consent of the City. It is mutually agreed that the members of the Project Team are the principal persons responsible for delivery of all Professional Services and may not be removed from the Project Team without the City's prior written approval. Removal of any member of the Project Team without notice and approval by the City may be considered a default of the terms and conditions of this Agreement by the Consultant. In the event any member of the Project Team becomes unavailable for any reason, the City must be consulted as to any replacement. If the City does not approve of a proposed replacement, the City may terminate this Agreement pursuant to section 2.6 of this Agreement. Further, the City reserves the right, after consultation with the Consultant, to require any of the Consultant's employees or agents to be removed from performance of the Scope of Services.

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

9.7 Employment of City Staff. This Agreement may be unilaterally and immediately terminated by the City, at its sole discretion, if the Consultant employs an individual who, within the last twelve months immediately preceding such employment did, in the individual's capacity as an officer or employee of the City, participate in, negotiate

with, or otherwise have an influence on the recommendation made to the City Council or Mayor in connection with the selection of the Consultant.

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

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

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

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

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

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

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

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

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

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

General references to sections of the California Public Records Act will not suffice. Rather, the Consultant must provide a **specific and detailed legal basis, including**

applicable case law that clearly establishes the requested information is exempt from the disclosure requirements of the California Public Records Act.

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

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

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

9.25 Federal Aviation Administration (FAA) Requirements. The City anticipates receiving financial assistance from the Federal Government and the State of California for this project. The requirements in Exhibit J [Federal Aviation Administration (FAA) Requirements] are conditions of the receipt of financing from the United States Federal Aviation Administration. The firm contracting with the City (Consultant) shall comply with all of the requirements as listed in Exhibit J, including, but not limited to, completing and submitting attachments 2, and 3 to the City.

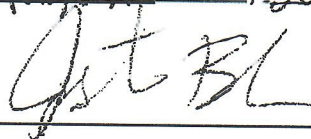
9.26 Equal Pay Ordinance. Unless an exception applies, Consultant shall comply with the Equal Pay Ordinance (EPO) codified in the San Diego Municipal Code (SDMC) at section 22.4801 through 22.4809. Consultant shall require all of its subconsultants to certify compliance with the EPO in their written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

9.27 Sensitive Information. The **Kimley-Horn & Associates, Inc.** agrees to comply with the City's Protection of Sensitive Data and Information requirements set forth in Administrative Regulation 90.64. **Kimley-Horn & Associates, Inc.** shall certify to the City that it will comply with these requirements by submitting a Sensitive Information Authorization Acknowledgement form (Exhibit **K**) for City contractors and vendors. Although no Sensitive Security Information (SSI) is expected to be released under this agreement, if SSI information is released accidentally or otherwise, said information shall be handled in accordance with 49 CFR 1520.

The remainder of this page has been intentionally left blank.

IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor, pursuant to the San Diego Municipal code 22.3207 such execution, and by the Consultant pursuant to Kimley-Horn and Associates, Inc. signature authority document.

I HEREBY CERTIFY I can legally bind Kimley-Horn and Associates, Inc and that I have read all of this Agreement, this 13th day of August, 2024.

By 

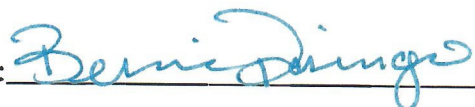
Justin Becker, PE

Senior Vice President



Dated this 27th day of August, 2026.

THE CITY OF SAN DIEGO
Mayor or Designee

By: 

Name: Berric Doringo

Title: Deputy Director

I HEREBY APPROVE the form of the foregoing Agreement this 27th day of August, 2026.

HEATHER FERBERT, City Attorney

By 

Name: Andrew Alfonso

Title: Deputy City Attorney

CONSULTANT AS-NEEDED EXHIBITS

SCOPE OF SERVICES

1.0 GENERAL. Under the general supervision of the City Mayor or his designated representatives, Consultant shall provide as-needed professional airport planning and environmental services specific to Airports by Task Orders on an hourly basis [Environmental Services]. Environmental Services shall include, but are not limited to the following:

- Airport land use planning.
- Airport master planning.
- Airport Layout Plan (ALP) development, updates, and narrative reports.
- Airport Signage and Markings planning.
- Federal Aviation Administration and State land use compliance planning.
- Federal Aviation Regulation (FAR) Part 77 and Terminal Instrument Procedures (TERPS) Planning and compliance.
- Assisting with land acquisitions and releases.
- Creating documentation, reports, and studies related to National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) compliance, including but not limited to, agency coordination, biological assessments, surveys, and permits.
- The investigation, rehabilitation, and management of plans related to habitats of flora, fauna, and other species.
- The preparation of environmental reports, risk assessments, remedial action plans, site investigations, rehabilitation, and mitigation efforts.
- Stormwater pollution prevention plan (SWPPP) and Spill Prevention control and Countermeasures plan (SPCC) compliance.
- Wildlife hazard management and mitigation.
- Hazardous materials management and plans.
- Project feasibility studies.
- Public information and community involvement surveys, studies, and activities.
- Represent the City in discussions with regulatory agencies.
- Aviation Planning Services as described in Section 1.4.1 of FAA Advisory Circular 150/5100-14E.

- Other planning and environmental services related to airports as may be required by City.

2.0 SERVICE STANDARDS

2.1 The Environmental Services will be provided according to City directions and in conformance with the current California Building Code/Uniform Building Code, California Title 24 Accessibility Standards, the Americans with Disabilities Act/Americans with Disabilities Act Design Guidelines including professional standards of practice established by the City (see paragraph 1-15), and applicable FAA guidance and Advisory Circulars. This includes all amendments and revisions of these standards as adopted by the City.

2.2 Consultant is responsible for the Environmental Services of each Task in accordance with all current applicable laws, regulations and codes.

2.3 Consultant, either personally or through its subconsultants, shall make any presentations necessary as determined by the City, to City Council, Council Committee, Public Building Review Committee and citizen groups to provide them with the information about the Task. Consultant, either personally, or through its subconsultants, shall also make presentations to any governing or regulatory body or agency for other approvals as may be required.

2.4 Consultant shall obtain all necessary soils investigation required for the design of the Task. The Consultant, either personally or through its Soils Subconsultant, shall prepare a statement that may, in the City's discretion, be included in the bidding documents as to the nature of soils, contamination, ground water conditions and any other information concerning the existing conditions of the site.

2.5 The professional standards of practice established by the City and referred to in paragraph 2.1 of this Exhibit A include, but are not necessarily limited to, the current versions of the following:

2.5.1 American Public Works Association's/Associated General Contractors of California's Standard Specifications for Public Works

construction with Regional and City Supplements [the Greenbook]

2.5.2 City of San Diego's Standard Drawings.

2.5.3 City of San Diego's Drainage Design Manual.

2.5.4 City of San Diego's Landscape Technical Manual produced by the Planning Department.

2.5.5 City of San Diego's Consultant's Guide to Park Design produced by the Park & Recreation Department.

2.5.6 City of San Diego's Manual of Preparation of Land Development and Public Improvement Plans.

2.5.7 City of San Diego's Technical Guidelines for Geotechnical Reports.

2.5.8 Land Development Code/San Diego Municipal Code.

2.6 Consultant shall comply with City Engineering drafting standards, as outlined in the Public Improvement Plans, to ensure good quality microfilm prints. The Consultant shall check with Development Services Plan Check Section for amendments to the most recent version of the manual.

2.7 Consultant shall provide all required easement documents (i.e. dedication, acquisitions, set asides, street vacations, abandonments, subordination agreements, joint use agreements, etc.) per City of San Diego Real Estate Assets Department requirements and Council Policy 600-04.

2.8 Consultant shall design the storm drain systems to the frequency storm runoff capacities as outlined in of the City of San Diego's Drainage Design Manual (ref. Section 1-102.2).

2.9 Consultant shall provide all required information for the construction or relocation of public or private utility facilities which must be constructed or relocated as a result of a project contemplated by a Task.

EXHIBIT A

2.10 If directed, Consultant shall address all traffic control requirements for the Task including, if necessary, separate traffic control plans and/or notes.

2.11 Consultant shall obtain all necessary geotechnical information required for the design and construction of a Project contemplated by a Task. The Task Engineering Geologist and/or Project Soils Engineer (qualified R.C.E. or R.G.E.) shall prepare a statement, that will be included in the Bidding Documents, to address existing geotechnical conditions of the site which might affect construction.

2.12 Consultant shall design a project contemplated by a Task to comply with the ADA and Title 24 as described in the Agreement, and also shall complete and submit an ADA Compliance Review Checklist. The Consultant is obligated to meet all additional laws which are not included on the City's ADA Design Review Checklist, and/or to advise the City at any time if they feel components on the checklist misrepresent the current state of the law. These ADA checklists and the City's access review process in no way limits the Consultant's obligation under the contract.

2.13 Consultant shall assist the City in addressing stakeholders and regulatory agencies concerns and compliance. The work includes, but is not limited to, attending meetings with stakeholders and regulatory agencies, and preparing PowerPoint presentations and letters. Regulatory agencies include but not limited to California Department of Water Resources, Division of Safety of Dams (DSOD).

2.14 Consultant shall assist the City with grant applications and ensure compliance with the grant guidelines, including the implementation of monetary awards from all federal, state, and local agencies. The work includes, but is not limited to, preparing progress reports, expenditure reports, quarterly and/or annual reports that are compliant with the standards established by federal, state and/or local agencies.

END OF SCOPE OF SERVICES

TASK ORDER AUTHORIZATION FOR PROFESSIONAL SERVICES [TASK ORDER]

Consultant:

Agreement:

Task Order No.:

Date:

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

Part A

Scope of Services

- 1.1 Professional Services rendered under this Task Order shall be performed in accordance with the Agreement. The Scope of Services shall be as set forth in Exhibit A of the Agreement and as more fully set forth below. If necessary, the Scope of Services may be more fully described on one or more separate sheets and attached to this Task Order.

Part B

Task Order Compensation

City shall pay Consultant for the Professional Services required by this Task Order in accordance with Article III of the Agreement.

The not to exceed cost for the Scope of Services for this Task Order is \$ _____.

Part C Personnel Commitment

The Scope of Services shall be performed by Consultant's personnel in the number and classifications required by City.

Part D Time Sequence

All Professional Services to be performed under this Task Order shall be completed by _____, and as set forth in the Task Order Scope of Services.

City of San Diego

Recommended For
Approval:

Approved By:

Name:
(Type)

Title:

Date:

Consultant

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

By:

COMPENSATION AND FEE SCHEDULE

Classification	Hourly Rate*
Principal	\$423.46
Senior Technical Advisor	\$356.61
Senior Professional	\$329.83
Professional II	\$248.47
Professional I	\$192.71
Analyst II	\$177.80
Analyst I	\$150.76
Support Staff	\$142.65

NOTE:

- Mileage reimbursement rate will be at current City of San Diego mileage rate (mileage log required).
- Travel expenses for the lowest cost effective Air Fare, Train, and/or Car Rental, will be reimbursed at actual costs (receipts required).
- Lodging and Per Diem will be reimbursed at actual costs (receipts required) up to the maximum allowance for the San Diego area as published/posted on the U.S. General Services Administration website (<http://www.gsa.gov/portal/category/100120>).
- All subconsultant costs are reimbursed as a “direct expense” at actual costs (invoice/receipts required).
- A request for an annual rate adjustment must be submitted to the City of San Diego in writing for approval. Written justification for the rate adjustment must be submitted to the City of San Diego a minimum of 60 days before the Agreement anniversary date. Said proposed adjustment shall not exceed three percent (3%), and the City of San Diego must approve any rate adjustments in writing before they become effective.

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)
CONSULTANT REQUIREMENTS

TABLE OF CONTENTS

I.	City's Equal Opportunity Commitment.....	2
II.	Nondiscrimination in Contracting Ordinance.....	2
III.	Equal Employment Opportunity Outreach Program	2
IV.	FAA Requirements	3
V.	Maintaining Participation Levels	5
VI.	Definitions	6
VII.	Certifications.....	7
VIII.	List of Attachments	8
	AA. Disclosure of Discrimination Complaints	9
	BB. Work Force Report	10
	CC. Subcontractors List.....	17

- 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. FAA Requirements. The Proposers are encouraged to take positive steps to diversify and expand their subcontractor solicitation base and to offer contracting opportunities to all eligible DBE certified Subcontractors. Projects funded by the United States Federal Aviation Administration (FAA) are subject to the requirements set forth in 49 CFR Part 26.53.

A. DBE Potential Resource Centers:

1. Utilization of US Small Business Administration and Minority Business Development Agency (MBDA) resources is required at no cost. These agencies offer several services, including Internet access to databases of DBEs.
2. For additional assistance, the Proposers can telephone the local offices of both agencies in their area (SBA Minority Enterprise Development Offices and DOC MBDA Regional Centers). The Internet web sites also include names, addresses, and phone or fax numbers of local SBA and MBDA centers. Do not write to these sources.

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

Name and Address	Telephone and Web Site
U.S. Small Business Administration (SBA) 455 Market Street, Suite 600 San Francisco, CA 94105 Stephanie Lewis: stephanie.lewis@sba.gov Technical Support: OCIOSUBNET@sba.gov	(415) 744-6820 Extension 0 Dynamic Small Business Search ¹ : https://dsbs.sba.gov/search/dsp_dsbs.cfm Registration: https://connect.sba.gov/ Bid Notification ² : https://subnet.sba.gov/client/dsp_Landing.cfm
RE: Minority Enterprise Development Offices U.S. Department of Commerce Minority Business Development Agency (MDBA) 1055 Wilshire Blvd, Suite 900 Los Angeles, CA 91107	RE: Business Development Centers (213) 989-3190 Bid Notification: http://www.mbda.gov ³

State Agencies (may be contacted):

Name and Address	Telephone and Web Site
California Department of Transportation (CALTRANS) CALTRANS Business Enterprise Program ⁴ 1820 Alhambra Blvd. Sacramento, CA 95816 Mailing Address: PO Box 942874 Sacramento, CA 94274-0015	(916) 227-9599 <u>DBE Database:</u> https://ucp.dot.ca.gov/licenseForm.htm and https://caltrans.dbesystem.com/
CA Public Utilities Commission (CPUC)⁵ 505 Van Ness Avenue San Francisco, CA 94102-3298	<u>Directory:</u> https://sch.thesupplierclearinghouse.com/FrontEnd/SearchCertifiedDirectory.asp

Notes:

1. The Proposer may use the SBA's Dynamic Business Search database to search for potential subcontractors, suppliers, and/or manufacturers.
 2. The Proposer may use SUB-Net to post subcontracting opportunities.
 3. The Proposer may use MBDA web portal to post subcontracting opportunities. Small businesses can review this web site to identify opportunities in their areas of expertise. The web site is designed primarily as a place for large businesses to post solicitations and notices.
 4. Based on the federal DBE program, CALTRANS maintains a database and provides directories of minority and woman-owned firms.
 5. CPUC maintains a database of DBE-owned business enterprises and serves to inform the public.
- B. Subcontractor Participation List. The Subcontractor Participation List (Attachment CC) shall indicate the Name and Address, Scope of Services, Percent of Total Proposed Contract Amount, Certification Status and Where Certified for each proposed Subcontractor/Subconsultant.

V. Maintaining Participation Levels.

- I. Consultants are required to achieve and maintain the DBE participation levels throughout the duration of the goods, services, or consultant contract.
- II. If the City modifies the original specifications, the Consultant shall make reasonable efforts to maintain the DBE participation based on commitment levels made in the original proposal.

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

VI. Definitions.

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

To determine whether an SLBE/ELBE is performing a commercially useful function, an evaluation will be performed of the amount of work subcontracted, normal industry practices, whether the amount the SLBE/ELBE firm is to be paid under the contract is commensurate with the work it is actually performing and the SLBE/ELBE credit claimed for its performance of the work, and other relevant factors. Specifically, a SLBE/ELBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of meaningful and useful SLBE/ELBE participation, when in similar transactions in which SLBE-ELBE firms do not participate, there is no such role performed.

Independently Owned, Managed, and Operated Ownership of a SLBE-ELBE firm shall be direct, independent, and by individuals only. Business firms that are owned by other businesses or by the principals or owners of other businesses that cannot themselves qualify under the SLBE-ELBE eligibility requirements shall not be eligible to participate in the Program. Moreover, the day-to-day management of the SLBE-ELBE firm shall be direct and independent of the influence of any other businesses that cannot themselves qualify under the SLBE-ELBE eligibility requirements.

Disadvantaged Business Enterprise (DBE): a certified business that is (1) at least fifty-one (51%) owned by socially and economically Disadvantaged Individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more socially and economically Disadvantaged Individuals; and (2) whose daily business operations are managed and directed by one or more socially and economically disadvantaged owners. Disadvantaged Individuals include Black Americans, Hispanic Americans, Asian Americans, and other minorities, or individual found to be disadvantaged by the Small Business Administration pursuant to Section 8 of the Small Business Reauthorization Act.

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

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

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

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

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

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

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

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

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

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

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

VII. Certifications.

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

Current certification by the California Unified Certification Program (CUCP) as DBE.

Current certification by the State of California Department of Transportation (CALTRANS) as WBE or MBE.

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

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

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

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

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

VIII. List of Attachments.

- AA. Disclosure of Discrimination Complaints
- BB. Work Force Report
- CC. Subcontractors List

DISCLOSURE OF DISCRIMINATION COMPLAINTS

As part of its proposal, the 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
6-10-17	Brazos County, Texas	Age Discrimination	Y	Dismissed	Dismissed with no payment made to plaintiff.
10-17-17	Los Angeles County, California	Wrongful Termination	Y	Closed	Closed with no payment to plaintiff.
3-14-19	Maricopa County, Arizona	Disability Discrimination	Y	Closed	Dismissed with no payment made to plaintiff.
8-4-22	Cass County, Georgia	Race Discrimination	N	Closed	Dismissed with no payment made to plaintiff.
12-4-23	Dallas, Texas	Wrongful Termination	N	Open	Claim being defended Internal investigation determined case is frivolous.
8-14-24	Tallahassee, Florida	Wrongful Termination	N	Open	Claim being defended Internal investigation determined case is frivolous.
11-26-24	Atlanta, GA	Race Discrimination	Y	Open	Claim pending
12-17-25	Sarasota, FL	Race Discrimination	N	Open	Claim pending

Consultant Name Kimley-Horn and Associates, Inc.

Certified By M. Pearse Melvin, PE Title Vice President

Name

 Signature

Date March 9, 2026

USE ADDITIONAL FORMS AS NECESSARY

The City of

**EQUAL OPPORTUNITY CONTRACTING (EOC)**

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

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

A. WORK FORCE REPORT

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

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

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

Name of Company: Kimley-Horn and Associates, IncADA/DBA: N/AAddress (Corporate Headquarters, where applicable): 421 Fayetteville Street, Suite 600City: Raleigh County: Wake State: NC Zip: 27601Telephone Number: _____ Fax Number: N/AName of Company CEO: Brent Multi, President/CEO

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

Address: 401 B Street, Suite 600City: San Diego County: San Diego State: CA Zip: 92101Telephone Number: 619.234.9411 Fax Number: N/A Email: jenny.watts@kimley-horn.comType of Business: Civil Engineering Design and Planning Consultant Type of License: Professional Engineer in CAThe Company has appointed: Joy Pado

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: 1100 W. Town and Country Rd, Suite 700, Orange, CA 92868Telephone Number: 714.705.1353 Fax Number: N/A Email: joy.pado@kimley-horn.com

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

Check the box above that applies to this WFR.

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

I, the undersigned representative of Kimley-Horn and Associates, Inc.

(Firm Name)

San Diego, CA hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 9th day of March, 2026

(Authorized Signature)

M. Pearse Melvin, PE, Vice President

(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2NAME OF FIRM: Kimley-Horn and Associates, Inc.DATE: March 9, 2026OFFICE(S) or BRANCH(ES): San Diego, CACOUNTY: San Diego

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

(1) Black or African-American

(2) Hispanic or Latino

(3) Asian

(4) American Indian or Alaska Native

(5) Native Hawaiian or Pacific Islander

(6) White

(7) Other race/ethnicity; not falling into other groups

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

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial					1						10	3		
Professional		1	6	9	3	7				1	41	35	6	7
A&E, Science, Computer														
Technical				1							1			
Sales														
Administrative Support				2	1	1						2		1
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column		1	6	12	5	8				1	52	40	6	8
--------------------	--	---	---	----	---	---	--	--	--	---	----	----	---	---

Grand Total All Employees

139

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

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

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 2NAME OF FIRM: Kimley-Horn and Associates, Inc.DATE: March 9, 2026OFFICE(S) or BRANCH(ES): Denver, COCOUNTY: Denver

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

(1) Black or African-American

(2) Hispanic or Latino

(3) Asian

(4) American Indian or Alaska Native

(5) Native Hawaiian or Pacific Islander

(6) White

(7) Other race/ethnicity; not falling into other groups

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

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial						1					13	4	1	
Professional	2	1	13	6	5	8				1	83	63	5	2
A&E, Science, Computer														
Technical			2								11	4	2	
Sales														
Administrative Support		1		3							1	5		1
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column	2	2	15	9	5	9				1	108	76	8	3
--------------------	---	---	----	---	---	---	--	--	--	---	-----	----	---	---

Grand Total All Employees

238

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

Disabled			6	1	1	2					8	8	4	1
----------	--	--	---	---	---	---	--	--	--	--	---	---	---	---

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 2NAME OF FIRM: Kimley-Horn and Associates, Inc.DATE: March 9, 2026OFFICE(S) or BRANCH(ES): Lehi, UTCOUNTY: Utah

1. 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) African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial														
Professional				3		1					18	7		
A&E, Science, Computer														
Technical											1	1		
Sales														
Administrative Support												1		1
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column				3		1					19	9		1
--------------------	--	--	--	---	--	---	--	--	--	--	----	---	--	---

Grand Total All Employees	33
---------------------------	----

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

Disabled											2	2		
----------	--	--	--	--	--	--	--	--	--	--	---	---	--	--

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 2NAME OF FIRM: Kimley-Horn and Associates, Inc.DATE: March 9, 2026OFFICE(S) or BRANCH(ES): Los Angeles, CACOUNTY: Los Angeles

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

(1) Black or African-American

(2) Hispanic or Latino

(3) Asian

(4) American Indian or Alaska Native

(5) Native Hawaiian or Pacific Islander

(6) White

(7) Other race/ethnicity; not falling into other groups

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

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial					1						4	3		
Professional	2	1	10	9	13	11					12	13	1	1
A&E, Science, Computer														
Technical					1				1		2	1		
Sales														
Administrative Support				1										1
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column	2	1	10	10	15	11	1				18	17	1	2
--------------------	---	---	----	----	----	----	---	--	--	--	----	----	---	---

Grand Total All Employees

88

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

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

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 2NAME OF FIRM: Kimley-Horn and Associates, Inc.DATE: March 9, 2026OFFICE(S) or BRANCH(ES): Mesa, AZCOUNTY: Maricopa

1. 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) African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial						1					9	2		
Professional	1	1	10	6	1						35	21	7	2
A&E, Science, Computer														
Technical			3	2							7	2		
Sales														
Administrative Support												5		
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column	1	1	13	8	1	1					16	9	7	2
--------------------	---	---	----	---	---	---	--	--	--	--	----	---	---	---

Grand Total All Employees

115

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

Disabled	1		2								6	3	1	
----------	---	--	---	--	--	--	--	--	--	--	---	---	---	--

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 2NAME OF FIRM: Kimley-Horn and Associates, Inc.DATE: March 9, 2026OFFICE(S) or BRANCH(ES): Orange, CACOUNTY: Orange

1. 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) African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial			1	1	2	1					10	6		
Professional	3	1	19	18	24	24	1				26	26	10	3
A&E, Science, Computer														
Technical			3		1						5	1	3	
Sales														
Administrative Support			5	1	1	1						4		
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column	3	1	28	20	28	26	1				41	37	13	3
--------------------	---	---	----	----	----	----	---	--	--	--	----	----	----	---

Grand Total All Employees

201

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

Disabled	1		1	5	3	2					5	8	2	1
----------	---	--	---	---	---	---	--	--	--	--	---	---	---	---

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 2NAME OF FIRM: Kimley-Horn and Associates, Inc.DATE: March 9, 2026OFFICE(S) or BRANCH(ES): Raleigh, NCCOUNTY: Wake

1. 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) African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial											30	29		1
Professional	5	6	19	6	7	12		1					6	6
A&E, Science, Computer											180	130		
Technical	5	1	1								15	4	3	
Sales														
Administrative Support	1	3		3							6	21	1	1
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column	11	10	20	9	7	12		1			231	184	10	8
--------------------	----	----	----	---	---	----	--	---	--	--	-----	-----	----	---

Grand Total All Employees

503

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

Disabled											8		1	
----------	--	--	--	--	--	--	--	--	--	--	---	--	---	--

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 2NAME OF FIRM: Kimley-Horn and Associates, Inc.DATE: March 9, 2026OFFICE(S) or BRANCH(ES): Riverside, CACOUNTY: Riverside

1. 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) African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial											1	1		
Professional	1	1	4	9	4	3					12	7	1	1
A&E, Science, Computer														
Technical											2	1		
Sales														
Administrative Support												2		
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column	1	1	4	9	4	3					15	11	1	1
--------------------	---	---	---	---	---	---	--	--	--	--	----	----	---	---

Grand Total All Employees

50

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

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

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 2NAME OF FIRM: Kimley-Horn and Associates, Inc.DATE: March 9, 2026OFFICE(S) or BRANCH(ES): Salt Lake City, UTCOUNTY: Salt Lake

1. 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) African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial											2	4		
Professional			4	1	1	2					43	33	1	1
A&E, Science, Computer														
Technical	1		1		1						4	2		
Sales														
Administrative Support												4		
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column	1		5	1	2	2					49	43	1	1
--------------------	---	--	---	---	---	---	--	--	--	--	----	----	---	---

Grand Total All Employees

105

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

Disabled					1						8	7	1	
----------	--	--	--	--	---	--	--	--	--	--	---	---	---	--

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 2NAME OF FIRM: Kimley-Horn and Associates, Inc.DATE: March 9, 2026OFFICE(S) or BRANCH(ES): San Jose, CACOUNTY: Santa Clara

1. 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) African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial					2						3	2	1	
Professional			3	2	11	10					9	9	2	1
A&E, Science, Computer														
Technical											1			
Sales														
Administrative Support												1		
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column			3	2	13	10					13	12	3	1
--------------------	--	--	---	---	----	----	--	--	--	--	----	----	---	---

Grand Total All Employees

57

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

Disabled			1	2	1	2					4	3		1
----------	--	--	---	---	---	---	--	--	--	--	---	---	--	---

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 2NAME OF FIRM: Kimley-Horn and Associates, Inc.DATE: March 9, 2026OFFICE(S) or BRANCH(ES): Seattle, WACOUNTY: King

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

(1) Black or African-American

(2) Hispanic or Latino

(3) Asian

(4) American Indian or Alaska Native

(5) Native Hawaiian or Pacific Islander

(6) White

(7) Other race/ethnicity; not falling into other groups

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

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial											6	4	1	
Professional	1	1	4	4	6	7	1				19	25	3	6
A&E, Science, Computer														
Technical					1							1		
Sales														
Administrative Support												1		
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column	1	1	4	4	7	7	1				25	31	4	6
--------------------	---	---	---	---	---	---	---	--	--	--	----	----	---	---

Grand Total All Employees

91

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

Disabled											2	5	1	1
----------	--	--	--	--	--	--	--	--	--	--	---	---	---	---

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 2NAME OF FIRM: Kimley-Horn and Associates, Inc. DATE: March 9, 2026OFFICE(S) or BRANCH(ES): Saint Paul, MN (Twin Cities) COUNTY: Ramsey

1. 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) African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial					1						19	7		
Professional	2	1	5	8	7	1					128	72	4	5
A&E, Science, Computer														
Technical			1		1						28	1	3	3
Sales														
Administrative Support				2		2						11		
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column	2	1	6	8	10	3					175	91	7	8
--------------------	---	---	---	---	----	---	--	--	--	--	-----	----	---	---

Grand Total All Employees

312

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

Disabled	1		2	3	1						42	18		
----------	---	--	---	---	---	--	--	--	--	--	----	----	--	--

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

SUBCONTRACTOR PARTICIPATION LIST

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

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

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

NAME AND ADDRESS SUBCONTRACTORS	SCOPE OF SERVICES	PERCENT OF CONTRACT	SLBE/ELBE (MBE/ WBE/DBE/ DVBE/OBE*)	WHERE CERTIFIED**
Aviatrix Communications, LLC 11162 Caminito Vista Pacifica San Diego, CA 92131	Public and Stakeholder Engagement	Approx. 10%	DBE	CUCP
Rincon Consultants Inc. HQ 2060 Knoll Drive Ventura, CA 93003	Cultural/Historical Resources, Wildlife Hazard, Remediation, HazMat, SWPPP/SPCC	Approx. 20%	N/A	N/A
Rocks Biological Consulting 4312 Rialto St San Diego, CA 92107	Biological Resources	Approx. 15%	SBE; SLBE; WBE	City of San Diego; California Supplier Clearinghouse; CA DGS; CPUC

List of Abbreviations:

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

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

* Listed for informational purposes only.

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

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

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

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

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

1. List the department, board, commission or agency requesting the consultant service.
2. List the consulting company. If known, also list the individual(s) who will be providing the consultant services.
3. List the mailing address.
4. List all duties/responsibilities the consultant will have. This list will enable you to determine the disclosure requirement for the consultant.
5. 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, Engineering & Capital Projects Department
2. Name of Specific Consultant & Company: Kimley-Horn and Associates, Inc
3. Address, City, State, ZIP: 401 B Street, Suite 600
San Diego, CA 92101
4. Project Title (as shown on 1472, "Request for Council Action") As-Needed Airport Planning and Environmental Services Contract 2 (H2326257)
5. Consultant Duties for Project: Provide Professional Airport Planning and Environmental 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: Carrie Purcell

Carrie Purcell, Deputy Director

6/2/26

[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:

AS-NEEDED AIRPORT PLANNING & ENVIRONMENTAL SERVICES - CONTRACT 1, 2, & 3

FOR THE ENGINEERING & CAPITAL PROJECTS

B. BIDDER PROPOSER INFORMATION

<u>Kimley - Horn and Associates, Inc.</u>			
Legal Name	DBA		
<u>401 B Street, Suite 600, San Diego CA 92101</u>			
Street Address	City	State	Zip
Jenny Watts, Project Manager	480.407.4657	N/A	
Contact Person, Title	Phone	Fax	

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

* The precise nature of the interest includes:

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

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

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

Pearse Melvin, PE	Vice President
Name	Title/Position
Santa Ana, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
0%	
Interest in the transaction	
Jenny Watts, CM	Planning Professional
Name	Title/Position
Gilbert, AZ	
City and State of Residence	Employer (if different than Bidder/Proposer)
0%	
Interest in the transaction	
David Williams, PE	Associate
Name	Title/Position
Seattle, WA	
City and State of Residence	Employer (if different than Bidder/Proposer)
0%	
Interest in the transaction	
Christopher Hacker, ENV SP	Associate
Name	Title/Position
Mesa, AZ	
City and State of Residence	Employer (if different than Bidder/Proposer)
0%	
Interest in the transaction	
Erin Sheelen, AICP, ACE	Associate
Name	Title/Position
San Jose, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
0%	
Interest in the transaction	
Andrew Scanlon	Associate
Name	Title/Position
Saratoga Springs, UT	
City and State of Residence	Employer (if different than Bidder/Proposer)
0%	
Interest in the transaction	
Cassie Bretschger, ENV SP	Associate
Name	Title/Position
Lake Forest, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
0%	
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: 02/10/1967 State of incorporation: North Carolina

List corporation's current officers:

President: See attached officers & directors list

Vice Pres.:

Secretary:

Treasurer:

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

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

☐ **Limited Liability Company**

Date formed: 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: Wells Fargo Bank, N.A.

Point of Contact: Michael Pugsley, Senior Vice President

Address: 150 Fayetteville Street, Suite 600, PO Box 3008, Raleigh, NC 27601

Phone Number: (919) 881-6469

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: Hayward Executive Airport (HWD)

Contact Name and Phone Number: Doug McNeeley, 510.293.8678

Contact Email: Douglas.McNeeley@hayward-ca.gov

Address: 20301 Skywest Drive, Hayward, CA 94541

Contract Date: August 2022 - present

Contract Amount: Approximately \$714, 975

Requirements of Contract: Under an existing on-call planning and environmental services contract with the Airport, Kimley-Horn is in the process of updating the Airport Layout Plan to identify airport needs based on current and forecast activity using the most up-to-date standards, policies, and guidance, and to develop a list of recommended developments to meet these needs. Furthermore, Kimley-Horn has been assisting HWD with both CEQA and NEPA clearances for a taxiway rehabilitation project. Additional projects under this on-call contract include environmental clearance for annual capital projects, Sulphur Creek CEQA and permitting support, ALP pen and ink changes, and Water Quality Board Notice of Violation Regulation, among others.

Company Name: Watsonville Municipal Airport (WVI)

Contact Name and Phone Number: Rayvon Williams, 831.768.3575

Contact Email: rayvon.williams@watsonville.gov

Address: 100 Aviation Way, Watsonville, CA 95076

Contract Date: July 2020 - February 2023

Contract Amount: \$670,000

Requirements of Contract: Under an on-call planning and environmental services contract, Kimley-Horn supported the Airport on updating WVI's Airport Master Plan. Since WVI's 2002 Master Plan was completed, the outlook of the Airport and the economy had fluctuated, changes in the aviation industry and regional market had occurred, and the FAA had implemented several new guidance, standards, and policy interpretations. The purpose of this Airport Master Plan Update (AMPU) was to address those changes and enhance the long-term operational sustainability of WVI by establishing an updated framework to guide land use and development decisions on and near the Airport. Kimley-Horn also drafted an addendum to the 2003 CEQA document so the AMPU could be formally incorporated into the City's General Plan and assist in developing a new Airport Land Use Compatibility Plan (ALUCP).

Company Name: King County International Airport (KCIA)

Contact Name and Phone Number: Peter Dumaliang, 206.477.0212

Contact Email: peter.dumaliang@kingcounty.gov

Address: 7277 Perimeter Road S, Suite 200, Seattle, WA 98108

Contract Date: December 2021 - December 2022

Contract Amount: \$152,933

Requirements of Contract: Kimley-Horn supported KCIA's capital improvement program (CIP) by developing individual documented categorical exclusions (CATEX) for two projects. The projects included the Taxiway B Object Free Area project and Taxiway A4 and A11 projects. This also included development of the Section 163 documentation, resource reports, and drafting of the CATEX documentation.

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: Aviatrix Communications, LLC

Contact Name and Phone Number: Katie Franco, CM / 760-717-1888

Contact Email: katie@aviatrixcommunications.com

Address: 11162 Caminito Vista Pacifica, San Diego, CA 92131

Contract Date: TBD

Contract Amount: TBD

Requirements of Contract: Public Outreach

What portion of work will be assigned to this subcontractor: Approx. 10%

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

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

K. STATEMENT OF AVAILABLE EQUIPMENT:

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

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

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

☒ Pledge of Compliance Initial submission.

OR

☐ Update to prior Pledge of Compliance dated _____

Complete all questions and sign below.

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

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

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

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

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

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

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

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

M. Pearse Melvin, PE, Vice President
Name and Title


Signature

March 9, 2026
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.

Pledge of Compliance - Page 3, List Corporation's Current Officers

PRINCIPAL OFFICERS:

Brent H. Mutti, President, Chief Executive Officer
 Aaron W. Nathan, COO, Executive Vice President
 Ashley R. Keil, Secretary
 David L. McEntee, Senior Vice President, Treasurer
 Steven E. Lefton, Executive Chair
 Tammy L. Flanagan, CFO, Executive Vice President

DIRECTORS:

Ashley M. Frysinger, Senior Vice President
 Aaron W. Nathan, Executive Vice President,
 Chief Operating Officer
 Brent H. Mutti, President, Chief Executive Officer
 Brian A. Good, Senior Vice President
 Emily H. Meador, Senior Vice President
 Jennifer L. Harry, Senior Vice President
 Joseph D. Kaltsas, Executive Vice President
 Kevin M. Schanen, Senior Vice President
 Lori A. Hall, Executive Vice President
 Steven E. Lefton, Executive Chair
 Stephen W. Blakley, Jr., Senior Vice President
 Scott W. Colvin, Executive Vice President
 Tammy L. Flanagan, Executive Vice President

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.

M. Pearse Melvin, PE, Vice President



March 9, 2026

Print Name, Title

Signature

Date

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

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

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

B. BIDDER-PROPOSER INFORMATION (key personnel continued)

Teresa Gresham, PE
 Title/Position: Vice President
 City and State of Residence: Cary, NC
 Employer (if different than Bidder/Proposer: N/A
 Interest in the transaction: 0%

Heidi Rous, CPP
 Title/Position: Associate
 City and State of Residence: Pasadena, CA
 Employer (if different than Bidder/Proposer: N/A
 Interest in the transaction: 0%

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.

M. Pearse Melvin, PE, Vice President



March 9, 2026

Print Name, Title

Signature

Date

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

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

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

J. STATEMENT OF SUBCONTRACTORS - CONTINUED

Company Name: Rincon Consultants Inc.
 Contact Name and Phone Number: Travis Belt / 805.329.5400
 Contact Email: tbelt@rinconconsultants.com
 Address: 8825 Aero Drive, Suite 120, San Diego, CA 92123
 Contract Date: TBD
 Contract Amount: TBD
 Requirements of Contract: Cultural/Historical Resources, Wildlife Hazard, Remediation, HazMat, SWPPP/SPCC
 What portion of work will be assigned to this subcontractor: Approx 20%
 Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? OBE

Company Name: Rocks Biological Consulting
 Contact Name and Phone Number: Shannon Mindeman / (847) 274-8067
 Contact Email: shannon@rocksbio.com
 Address: 4312 Rialto St., San Diego, CA 92107
 Contract Date: TBD
 Contract Amount: TBD
 Requirements of Contract: Biological Resources
 What portion of work will be assigned to this subcontractor: Approx. 15%
 Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? SBE, SLBE and WBE

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.

M. Pearse Melvin, PE, Vice President



March 9, 2026

Print Name, Title

Signature

Date

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

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

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

RINCON CONSULTANTS, INC.

The necessary equipment for Rincon's services includes standard office equipment (computers, printers, etc) and field gear. In general, our field equipment packages may include GPS unit, tablet, PPE, camera, binoculars/spotting scope, bat detection ultrasound recording equipment, range finder, various wildlife traps and nets, water quality monitoring equipment, Soil Vapor Extraction Monitoring Equipment, Gas Monitor, Flame Ionization Detector, Photo Ionization Detector, augers, Water Level Indicator, DC Purge Pump, and CAPDash. Rincon is well equipped to perform the requested services for the City of San Diego.

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.

M. Pearse Melvin, PE, Vice President



March 9, 2026

Print Name, Title

Signature

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.)

Davis-Bacon Wage Decision

General Decision Number: CA20260001 05/18/2026

State: California

Construction Types: Building, Heavy, Highway and Residential

Counties: California Counties of San Diego

Building Construction Projects
 Dredging Projects-Includes Dredging Projects (does not include hopper dredge work)
 Heavy Construction Projects (excludes water well drilling)
 Highway Construction Projects
 Residential Construction Projects (Consisting of single family homes and apartments up to and including 4 stories).

Modification Number	Publication Date
2	01/23/2026
3	05/18/2026

ASBE0005-002 07/01/2024

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	

EXHIBIT I

WALLS, FLOORS, CEILINGS AND CURTAIN WALLS).....\$ 39.94
20.65

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

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

EXHIBIT I

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

BRCA0018-004 06/01/2024

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

BRCA0018-010 09/01/2024

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

CARP0213-003 07/01/2021

Rates
Fringes
DRYWALL: DRYWALL STOCKER/SCRAPPER ((1) WORK ON WOOD
FRAMED CONSTRUCTION OF SINGLE FAMILY RESIDENCES,
APARTMENTS OR CONDOMINIUMS UNDER FOUR STORIES).....\$ 22.16
8.62
DRYWALL: DRYWALL INSTALLER/LATHER ((1) WORK ON WOOD
FRAMED CONSTRUCTION OF SINGLE FAMILY RESIDENCES,
APARTMENTS OR CONDOMINIUMS UNDER FOUR STORIES).....\$ 32.14
16.28

EXHIBIT I

CARP0619-002 07/01/2025

Rates

Fringes

DRYWALL: DRYWALL STOCKER/SCRAPPER (2) ALL OTHER
WORK.....\$ 21.45
12.18
DRYWALL: DRYWALL INSTALLER/LATHER (2) ALL OTHER
WORK.....\$ 44.53
27.09

CARP0619-003 07/01/2025

Rates

Fringes

PILED RIVERMAN.....\$ 52.37
26.18
CARPENTER: (5) RESIDENTIAL INSULATION INSTALLER.....\$ 24.16
15.76
CARPENTER: (4) RESIDENTIAL CARPENTER.....\$ 39.15
26.18
CARPENTER: (3) HEAVY & HIGHWAY.....\$ 51.40
16.28
CARPENTER: (2) COMMERCIAL BUILDING.....\$ 48.94
26.18
CARPENTER: (1) BRIDGE.....\$ 52.37
26.18

CARP0619-004 07/01/2025

Rates

Fringes

DIVER: (4) ASSISTANT TENDER AMOUNTS IN "'RATES'
COLUMN ARE PER DAY.....\$
418.96 26.18
DIVER: (3) TENDER AMOUNTS IN "'RATES' COLUMN ARE
PER DAY.....\$
442.96 26.18
DIVER: (2) STANDBY AMOUNTS IN "'RATES' COLUMN ARE
PER DAY.....\$
450.96 26.18
DIVER: (1) WET AMOUNTS IN "'RATES' COLUMN ARE PER

EXHIBIT I

DAY.....	\$
901.92	26.18

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

ELECTRICIAN: (ALL OTHER WORK, INCLUDING 4 STORIES

RESIDENTIAL)\$ 58.95
18.85

ELECTRICIAN: (TUNNEL WORK) CABLE SPLICER\$ 67.16
19.09

ELECTRICIAN: (ALL OTHER WORK, INCLUDING 4 STORIES

RESIDENTIAL) CABLE SPLICER\$ 59.70
18.87

ELECTRICIAN: (TUNNEL WORK)\$ 66.32
19.07

ELEC0569-004 06/03/2024

Rates

Fringes

ELECTRICIAN: SOUND & COMMUNICATIONS SOUND

TECHNICIAN 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.....\$ 43.78
15.39

ELEC0569-005 06/03/2024

Rates

Fringes

SOUND & COMMUNICATIONS: SOUND TECHNICIAN
TERMINATING, OPERATING AND PERFORMING FINAL
CHECK-OUT 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

EXHIBIT I

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.....\$ 43.78
15.39

ELEC0569-006 06/02/2025

Rates

Fringes

TRAFFIC SIGNAL, STREET LIGHT AND UNDERGROUND WORK:
UTILITY TECHNICIAN #2 WORK ON STREET LIGHTING;
TRAFFIC SIGNALS; AND UNDERGROUND SYSTEMS AND/OR
ESTABLISHED EASEMENTS OUTSIDE OF BUILDINGS
STREET LIGHT & TRAFFIC SIGNAL WORK: 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.....\$ 33.10
14.09

TRAFFIC SIGNAL, STREET LIGHT AND UNDERGROUND WORK:
UTILITY TECHNICIAN #1 WORK ON STREET LIGHTING;
TRAFFIC SIGNALS; AND UNDERGROUND SYSTEMS AND/OR
ESTABLISHED EASEMENTS OUTSIDE OF BUILDINGS
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.....\$ 43.62
14.41

EXHIBIT I

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: (4) POWDERMAN 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.....\$ 51.87
18.79

LINE CONSTRUCTION: (3) GROUNDMAN 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.....\$ 40.76
21.76

LINE CONSTRUCTION: (2) EQUIPMENT SPECIALIST
(OPERATES CRAWLER TRACTORS, COMMERCIAL MOTOR
VEHICLES, BACKHOES, TRENCHERS, CRANES (50 TONS AND
BELOW), OVERHEAD & UNDERGROUND DISTRIBUTION LINE
EQUIPMENT) 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.....\$ 53.30
22.26

LINE CONSTRUCTION: (1) LINEMAN; CABLE SPLICER
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.....\$ 70.16
24.71

ELEV0018-001 01/01/2025

EXHIBIT I

Rates

Fringes

ELEVATOR MECHANIC 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.....\$ 69.43
38.44

ENGI0012-004 08/01/2025

Rates

Fringes

OPERATOR: POWER EQUIPMENT: (6) BARGE MATE
(DREDGING).....\$ 61.34
40.95
OPERATOR: POWER EQUIPMENT: (5) FIREMAN-OILER,
DECKHAND, BARGEMAN, LEVEEHAND (DREDGING).....\$ 60.73
40.95
OPERATOR: POWER EQUIPMENT: (4) WINCH OPERATOR
(STERN WINCH ON DREDGE) (DREDGING).....\$ 61.27
40.95
OPERATOR: POWER EQUIPMENT: (3) DECKMATE (DREDGING)..\$ 61.82
40.95
OPERATOR: POWER EQUIPMENT: (2) DREDGE DOZER
(DREDGING).....\$ 61.93
40.95
OPERATOR: POWER EQUIPMENT: (1) LEVERMAN (DREDGING)..\$ 67.90
40.95

ENGI0012-024 07/01/2025

Rates

Fringes

OPERATOR: POWER EQUIPMENT, TUNNEL WORK: GROUP 7-
Tunnel mole boring machine operator PREMIUM PAY:
\$10.00 per hour shall be paid on all Power
Equipment Operator work on the followng Military

EXHIBIT I

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.....\$ 66.91
33.20

OPERATOR: POWER EQUIPMENT, TUNNEL WORK: GROUP 6- Heavy Duty Repairman 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.....\$ 66.79
33.20

OPERATOR: POWER EQUIPMENT, TUNNEL WORK: 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) 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.....\$ 66.68

33.20

OPERATOR: POWER EQUIPMENT, TUNNEL WORK: 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) 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.....\$ 66.46

33.20

OPERATOR: POWER EQUIPMENT, TUNNEL WORK: GROUP 3- Dinkey locomotive or motorperson (up to and including 10 tons) 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.....\$ 66.32

33.20

OPERATOR: POWER EQUIPMENT, TUNNEL WORK: GROUP 2- Power-driven jumbo form setter operator PREMIUM PAY: \$10.00 per hour shall be paid on all Power Equipment Operator work on the following Military

EXHIBIT I

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.....\$ 66.03
33.20

OPERATOR: POWER EQUIPMENT, TUNNEL WORK: GROUP 1- Skiploader (wheel type up to 3/4 yd. without attachment) 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.....\$ 65.25
33.20

OPERATOR: POWER EQUIPMENT, CRANES, PILEDIVING & HOISTING: 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).....\$ 70.75
33.20

OPERATOR: POWER EQUIPMENT, CRANES, PILEDIVING & HOISTING: 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)
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,

EXHIBIT I

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.....\$ 69.75
33.20

OPERATOR: POWER EQUIPMENT, CRANES, PILEDIVING & HOISTING: 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

PREMIUM PAY: \$10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWNG 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.....\$ 68.75
33.20

OPERATOR: POWER EQUIPMENT, CRANES, PILEDIVING & HOISTING: 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.) PREMIUM PAY: \$10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWNG 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

EXHIBIT I

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.....\$ 67.75
33.20

OPERATOR: POWER EQUIPMENT, CRANES, PILEDIVING &
HOISTING: 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

PREMIUM PAY: \$10.00 PER HOUR SHALL BE PAID ON ALL
POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWNG

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.....\$ 66.75
33.20

OPERATOR: POWER EQUIPMENT, CRANES, PILEDIVING &
HOISTING: 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.)

PREMIUM PAY: \$10.00 PER HOUR SHALL BE
PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE
FOLLOWNG 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:

EXHIBIT I

\$2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND
COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE
CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....\$ 66.58
33.20

OPERATOR: POWER EQUIPMENT, CRANES, PILEDIVING &
HOISTING: GROUP 7- PEDESTAL CRANE OPERATOR;
SHOVEL, BACKHOE, DRAGLINE, CLAMSHELL OPERATOR (OVER
5 CU. YDS. MRC); TOWER CRANE REPAIR; TUGGER HOIST
OPERATOR (3 DRUM) PREMIUM PAY: \$10.00 PER HOUR
SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK
ON THE FOLLOWNG 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.....\$ 66.41
33.20

OPERATOR: POWER EQUIPMENT, CRANES, PILEDIVING &
HOISTING: 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 PREMIUM PAY: \$10.00 PER
HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR
WORK ON THE FOLLOWNG 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.....\$ 66.29
33.20

EXHIBIT I

OPERATOR: POWER EQUIPMENT, CRANES, PILED RIVING &
HOISTING: GROUP 5- HYDRAULIC BOOM TRUCK; STINGER
CRANE (AUSTIN-WESTERN OR SIMILAR TYPE); TUGGER
HOIST OPERATOR (1 DRUM) 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.....\$ 66.18
33.20

OPERATOR: POWER EQUIPMENT, CRANES, PILED RIVING &
HOISTING: GROUP 4- Bridge-type unloader and
turntable operator; Helicopter hoist operator
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.....\$ 65.96
33.20

OPERATOR: POWER EQUIPMENT, CRANES, PILED RIVING &
HOISTING: GROUP 3- A-frame or winch truck
operator; Ross carrier operator (jobsite)
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

EXHIBIT I

COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE
CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....\$ 65.82
33.20

OPERATOR: POWER EQUIPMENT, CRANES, PILEDIVING &
HOISTING: GROUP 2- Truck crane oiler PREMIUM PAY:
\$10.00 PER HOUR SHALL BE PAID ON ALL POWER
EQUIPMENT OPERATOR WORK ON THE FOLLOWNG 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.....\$ 65.53
33.20

OPERATOR: POWER EQUIPMENT, CRANES, PILEDIVING &
HOISTING: GROUP 1- Engineer oiler; Fork lift
operator (includes loed, lull or similar types)
PREMIUM PAY: \$10.00 PER HOUR SHALL BE PAID ON ALL
POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWNG
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.
.....\$ 64.75
33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: 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
PREMIUM PAY: \$10.00 PER HOUR SHALL BE PAID ON ALL
POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWNG
MILITARY BASES: CHINA LAKE NAVAL RESERVE,

EXHIBIT I

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. \$ 68.08
33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: 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)
PREMIUM PAY: \$10.00 PER HOUR SHALL BE PAID ON ALL
POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWNG
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.....\$ 67.91
33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: 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) PREMIUM PAY: \$10.00 PER HOUR SHALL
BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE
FOLLOWNG MILITARY BASES: CHINA LAKE NAVAL RESERVE,
VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE,
FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP

EXHIBIT I

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.....\$ 67.79
33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: 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) PREMIUM PAY: \$10.00 PER HOUR SHALL BE
PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE
FOLLOWNG 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.....\$ 67.68
33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: 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) PREMIUM PAY: \$10.00 PER HOUR SHALL BE
PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE
FOLLOWNG 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.....\$ 67.58
33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: 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) PREMIUM PAY: \$10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWNG 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.....\$ 67.41
33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: 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) PREMIUM PAY: \$10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWNG 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

EXHIBIT I

COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE
CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....\$ 67.29
33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: 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) PREMIUM PAY: \$10.00 PER
HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR
WORK ON THE FOLLOWNG 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.....\$ 67.18
33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: 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) PREMIUM PAY: \$10.00 PER HOUR
SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK
ON THE FOLLOWNG 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.....\$ 67.08
33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: 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) 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.....\$ 66.91
33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: 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) 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.....\$ 66.79
33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: 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

EXHIBIT I

750 CU. YDS.) PREMIUM PAY: \$10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWNG 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.....\$ 66.71
33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP 13- RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR OPERATING EQUIPMENT WITH PUSH-PULL SYSTEM (SINGLE ENGINE, UP TO AND INCLUDING 25 YDS. STRUCK) PREMIUM PAY: \$10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWNG 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.....\$ 66.68
33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: 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

EXHIBIT I

(PADDLE-WHEEL-AUGER TYPE SELF-LOADING - TWO (2) OR MORE UNITS) PREMIUM PAY: \$10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWNG 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.....\$ 66.58 33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP 10- DRILLING MACHINE OPERATOR, BUCKET OR AUGER TYPES (CALWELD 200 B BUCKET OR SIMILAR TYPES-WATSON 3000 OR 5000 AUGER OR SIMILAR TYPES-TEXOMA 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) PREMIUM PAY: \$10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWNG 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

EXHIBIT I

COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE
CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....\$ 66.41
33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: 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

EXHIBIT I

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 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.....\$ 66.29
33.20
OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: 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

EXHIBIT I

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 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.....\$ 66.18 33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: 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 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.....\$ 65.96
33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: 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 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.....\$ 64.67
33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: 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

EXHIBIT I

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 PREMIUM PAY: \$10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWNG 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.....\$ 64.18 33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: 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 PREMIUM PAY: \$10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWNG 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.....\$ 63.40 33.20

IRON0229-001 01/01/2025

EXHIBIT I

Rates

Fringes

IRONWORKER (ORNAMENTAL, REINFORCING AND
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
\$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
\$2.00 additional per hour at the following
locations: Port Hueneme, Port Mugu, U.S. Coast
Guard Station - Two Rock.....\$ 50.70
35.15

IRONWORKER (FENCE

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
\$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
\$2.00 additional per hour at the following
locations: Port Hueneme, Port Mugu, U.S. Coast
Guard Station - Two Rock.....\$ 45.78
26.51

LAB00089-001 07/01/2025

Rates

Fringes

LABORER, BUILDING AND ALL OTHER RESIDENTIAL

CONSTRUCTION: GROUP 5 BLASTERS POWDERMAN-ALL WORK
 OF LOADING HOLES, PLACING AND BLASTING OF ALL PWDER
 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.....\$ 48.16
 25.09

LABORER, BUILDING AND ALL OTHER RESIDENTIAL
 CONSTRUCTION: GROUP 4 ASPHALT RAKER, LUTERMAN,
 IRONER, APSHALT 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 OEPRATION, 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.....\$ 48.64
 25.09

LABORER, BUILDING AND ALL OTHER RESIDENTIAL
 CONSTRUCTION: 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, MULT-PLATE; KETTLEMEN,
 POTMEN AND MEAN 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..\$ 47.16
25.09

LABORER, BUILDING AND ALL OTHER RESIDENTIAL CONSTRUCTION: 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 CUTE 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); RIIPRAP, 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 BELLFLOWER.....\$ 46.30
25.09

LABORER, BUILDING AND ALL OTHER RESIDENTIAL CONSTRUCTION: 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;

EXHIBIT I

RAILROAD MAINTENANCE, REPAIR TRACKMAN AND ROAD
BEDS, STREETCAR AND RAILROAD CONSTRUCTION TRAC
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 PULING-ALL CONCRETE POURING OPERATIONS.....\$ 45.54
25.09

LABORER (RESIDENTIAL CONSTRUCTION): (2) CLEANUP,
LANDSCAPE, FENCING (CHAIN LINK & WOOD)
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.....\$ 43.44
23.42

LABORER (RESIDENTIAL CONSTRUCTION) (1) LABORER
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.....\$ 42.15
23.42

LABO0089-002 11/01/2025

Rates

Fringes

LABORER: MASON TENDER.....\$ 42.60
22.13

 LABO0089-004 07/01/2025

Rates

Fringes

LABORERS: GROUP 5 (HEAVY AND HIGHWAY CONSTRUCTION)
 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 TRAKING,
 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.....\$ 50.14
 25.09

LABORERS: GROUP 4 (HEAVY AND HIGHWAY CONSTRUCTION)
 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 BALSTING-PORTA SHOT
 BLAST), TRAFFIC LANE CLOSURE.....\$ 49.28
 25.09

LABORERS: GROUP 3 (HEAVY AND HIGHWAY CONSTRUCTION)
 ASPHALT, INSTALLATION OF ALL FRABRICS; 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,
 GURADRAIL 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, MAKEING 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, TAMPER/WACKER OPERATOR AND SIMILAR TYPES, TRENCHING MACHINE HAND PROPELLED.....\$ 47.76
25.09

LABORERS: GROUP 2 (HEAVY AND HIGHWAY CONSTRUCTION) 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 SCALER & CLEANER; TAR MAN & MORTAR MAN; TREE CLIMBER/FALLER, CHAINB SAW OPERATOR,

EXHIBIT I

PITTSBURGH CHIPPER & SIMILAR TYPE BRUSH SHREDDERS...\$ 47.20
25.09
LABORERS: GROUP 1 (HEAVY AND HIGHWAY CONSTRUCTION)
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.....\$ 46.66
25.09

LABO0300-005 07/01/2025

Rates

Fringes

ASBESTOS REMOVAL LABORER 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...\$ 46.48
25.93

LABO0345-001 07/01/2025

Rates

Fringes

LABORER, GUNITE: GROUP 3 REBOUNDMEN 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.....\$ 51.39
 23.77

LABORER, GUNITE: GROUP 2 GUNMEN 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.....\$ 54.93
 23.77

LABORER, GUNITE: GROUP 1 RODMEN, NOZZLEMEN
 FOOTNOTE: GUNITE PREMIUM PAY: WORKERS WORKING
 FROM A BOSN'N'S CHAIR OR SUSPENDED FROM A ROPE OR

EXHIBIT I

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.....\$ 55.88
23.77

LAB01184-001 07/01/2025

Rates

Fringes

LABORERS: STRIPING/SLURRY SEAL: 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.....\$ 54.35
23.97

LABORERS: STRIPING/SLURRY SEAL: 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.....\$ 52.61
23.97

LABORERS: STRIPING/SLURRY SEAL: GROUP 2 TRAFFIC

EXHIBIT I

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....\$ 50.60
23.97

LABORERS: STRIPING/SLURRY SEAL: 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.....\$ 49.30
23.97

LABORERS: HORIZONTAL DIRECTIONAL DRILLING: (4)
ELECTRONIC TRACKING LOCATOR.....\$ 51.96
20.86

LABORERS: HORIZONTAL DIRECTIONAL DRILLING: (3)
HORIZONTAL DIRECTIONAL DRILL OPERATOR.....\$ 49.96
20.86

LABORERS: HORIZONTAL DIRECTIONAL DRILLING: (2)
VEHICLE OPERATOR/HAULER.....\$ 48.11
20.86

LABORERS: HORIZONTAL DIRECTIONAL DRILLING: (1)
DRILLING CREW LABORER.....\$ 47.94
20.86

LABO1414-003 08/06/2025

Rates

Fringes

LABORER: PLASTER TENDER 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.....\$ 48.72
25.97

EXHIBIT I

LABORER: PLASTER CLEAN-UP LABORER 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.....\$ 46.17
25.97

PAIN0036-001 07/01/2023

Rates

Fringes

PAINTERS: INCLUDING LEAD ABATEMENT: (2) ALL OTHER
WORK\$ 38.52
18.64

PAIN0036-010 09/01/2024

Rates

Fringes

DRYWALL FINISHER/TAPER (1) BUILDING & HEAVY
CONSTRUCTION.....\$ 43.59
24.80

DRYWALL FINISHER/TAPER (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

EXHIBIT I

PAIN0036-019 01/01/2025

Rates

Fringes

SOFT FLOOR LAYER.....\$ 40.77

19.37

PLAS0200-005 08/03/2022

Rates

Fringes

PLASTERER NORTH ISLAND NAVAL AIR STATION,
COLORADO NAVAL AMPHIBIOUS BASE, IMPERIAL BEACH

NAVAL AIR STATION: \$3.00 ADDITIONAL PER HOUR.....\$ 47.37

19.64

PLAS0500-001 07/01/2018

Rates

Fringes

CEMENT MASON/CONCRETE FINISHER GROUP 3: ALL OTHER
WORK.....\$ 30.07

21.12

CEMENT MASON/CONCRETE FINISHER GROUP 2: Work

classified as type I and II construction.....\$ 27.99

19.77

CEMENT MASON/CONCRETE FINISHER 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.....\$ 26.34

19.77

PLUM0016-006 09/01/2025

Rates

Fringes

PLUMBER, PIPEFITTER, STEAMFITTER: WORK ONLY ON

STRIP MALLS, LIGHT COMMERCIAL, TENANT IMPROVEMENT

EXHIBIT I

AND REMODEL WORK.....\$ 44.29
 24.16
 PLUMBER, PIPEFITTER, STEAMFITTER : 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
 PLUMBER, PIPEFITTER, STEAMFITTER: 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
 PLUMBER, PIPEFITTER, STEAMFITTER: CAMP PENDLETON;
 VANDENBERG AIR FORCE BASE\$ 66.23
 26.81

PLUM0016-011 09/01/2025

Rates

Fringes
 PLUMBER/PIPEFITTER (RESIDENTIAL).....\$ 48.83
 22.73

PLUM0345-001 09/01/2025

Rates

Fringes
 PLUMBER (SEWER & STORM DRAIN WORK).....\$ 48.84
 23.58
 PLUMBER (LANDSCAPE/IRRIGATION FITTER).....\$ 44.75
 26.20

ROOF0045-001 07/01/2024

Rates

Fringes
 ROOFER.....\$ 42.80
 12.64

EXHIBIT I

SFCA0669-001 01/01/2026

Rates

Fringes

SPRINKLER FITTER.....\$ 52.53
28.19

SHEE0206-001 01/01/2025

Rates

Fringes

SHEET METAL WORKER (SHEET METAL TECHNICIAN) 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.....\$ 38.65
10.31

SHEET METAL WORKER (EXCEPT CAMP PENDLETON).....\$ 51.45
30.92

SHEET METAL WORKER (CAMP PENDLETON).....\$ 53.45
30.92

TEAM0166-001 07/01/2025

Rates

Fringes

TRUCK DRIVERS: GROUP 7 REPAIRMAN FOOTNOTE: HAZMAT

EXHIBIT I

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.....\$ 45.31
27.07

TRUCK DRIVERS: GROUP 6 OFF-ROAD SPECIAL EQUIPMENT (INCLUDING BUT NOT LIMITED TO WATER PULL TANKERS, ATHEY WAGONS, DJB, B70 WUCLIDS OR LIKE EQUIPMENT) 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.....\$ 43.80
27.07

TRUCK DRIVERS: 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 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.....\$ 43.31
27.07

TRUCK DRIVERS: 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 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.....\$ 43.11
27.07

TRUCK DRIVERS: GROUP 3- 2-AXLE WATER TRUCK, 3-AXLE DUMP TRUCK, 3-AXLE FLAT BED, EROSION CONTROL

EXHIBIT I

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 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.....\$ 42.91
27.07

TRUCK DRIVERS: GROUP 2- 2-AXLE DUMP TRUCK, 2-AXLE
FLAT BED, CONCRETE PUMPING TRUCK, INDUSTRIAL LIFT
TRUCK, MOTORIZED TRAFFIC CONTROL, PICKUP TRUCK ON
JOBSITE 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.....\$ 42.71
27.07

TRUCK DRIVERS: GROUP 1 FUEL MAN, SWAMPER 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.....\$ 32.12
27.07

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

=====
=====

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>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on

the contract from May 11, 2026, through December 31, 2026.
The applicable Executive Order minimum wage rate will be adjusted annually.
Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

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.

=====
=====

END OF DECISION

FEDERAL AVIATION ADMINISTRATION (FAA) REQUIREMENTS

City anticipates receiving financial assistance from the Federal Government and the State of California for this project. The following requirements are conditions of the receipt of financial assistance from the United States Federal Aviation Administration (FAA). The firm contracting with the City (Consultant) shall comply with all of the following requirements. If there are other provisions in the Contract Documents that address the same subjects as this Exhibit, Consultant shall comply with both provisions, with the more stringent requirements controlling. If there is a direct conflict between the Agreement and this Exhibit, the requirements of this Exhibit shall control in order to preserve the City's eligibility to receive financial assistance.

1. Access to Records and Reports. The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

2. Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

a. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade:	16.9%
Goals for female participation in each trade:	6.9%

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees

from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

b. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

c. As used in this notice and in the contract resulting from this solicitation, the "covered area" is **California, County of San Diego, City of San Diego**.

3. Breach of Contract Terms. Any violation or breach of terms of this contract on the part of the Consultant or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

a. City will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. City reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the City elects to terminate the contract. The City's notice will identify a specific date by which the Consultant must correct the breach. City may proceed with termination of the contract if the Consultant fails to correct the breach by the deadline indicated in the City's notice.

b. The duties and obligations imposed by the Agreement and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

4. General Civil Rights Provisions. In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

5. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") 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 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (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 of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

6. Compliance with Nondiscrimination Requirements. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

- 6.1 Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 6.2 Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment.

The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

- 6.3 Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- 6.4 Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 6.5 Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- 6.6 Incorporation of Provisions:** The Contractor will include the provisions of paragraphs 6.1 through 6.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

7. Clean Air and Water Pollution Control. Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration. Contractor must include this requirement in all subcontracts that exceed \$150,000.

8. Contract Workhours and Safety Standards Act Requirements.

8.1. 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, including watchmen and guards, 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.

8.2. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. 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 watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$29 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 clause.

8.3. Withholding for Unpaid Wages and Liquidated Damages. The Federal Aviation Administration (FAA) or the Owner 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 any moneys payable on account of work performed by the contractor or subcontractor under any such contract or 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, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

8.4. Subcontractors. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 8.1 through 8.4 of this clause.

9. Copeland "Anti-Kickback" Act. Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee

performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

10. Certification of Consultant Regarding Debarment. By signing this Agreement, the Consultant certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

11. Certification of Lower Tier Contractors Regarding Debarment. The Consultant, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must confirm each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The Consultant will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the “Certification of Consultant Regarding Debarment”, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

12. Contract Assurance. 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.

13. Prompt Payment. RESERVED – See Section 4.4.1.2 of the Agreement.

14. Termination of DBE Subcontracts. The prime contractor must not terminate a DBE subcontractor listed in response to Section 2.4 of the City’s Request for Proposals (or an approved substitute DBE firm) without prior written consent of the City. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally

designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent from the City. Unless the City's consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

The City may provide such written consent only if the City agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to the City its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to the City, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise the City and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the City should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the City may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to preaward deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

15. Texting When Driving. In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the City encourages the Consultant to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Consultant must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

16. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

17. Equal Opportunity Clause. During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: 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. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

18. Standard Federal Equal Employment Opportunity Construction Contract Specifications.
(RESERVED)

19. Federal Fair Labor Standards Act. All subcontracts that result from this Agreement incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

20. Certification Regarding Lobbying. The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation,

renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

21. Prohibition of Segregated Facilities.

(a) The Consultant agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Consultant agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Consultant shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

22. Occupational Safety and Health Act of 1970. All contracts and subcontracts that result from this Agreement incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

23. Seismic Safety. In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code

standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a “certification of compliance” that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

24. Trade Restriction Certification. By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

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 provision. The

knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

25. Veteran's Preference. In the employment of labor (excluding executive, administrative, and supervisory positions), the Consultant and all sub-tier consultants must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

26. Certification Regarding Domestic Preferences for Procurements. The Consultant certifies by signing this Agreement that, to the greatest extent practicable, the Consultant has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

27. Procurement of Recovered Materials. Consultant and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- 1) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
- 2) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

CERTIFICATION OF LOCAL AGENCY

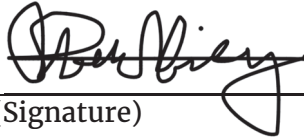
I HEREBY CERTIFY that I am the Project Manager of the Local Agency of City of San Diego, and that the consulting firm of Kimley-Horn & Assoc Inc or its representative has not been required (except as herein expressly stated), directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this Agreement to:

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

I acknowledge that this Certificate to be furnished to the Federal Aviation Administration (FAA) in connection with this Agreement involving participation of FAA funds, and is subject to applicable State and Federal laws, both criminal and civil.

8/21/2026

(Date)



(Signature)

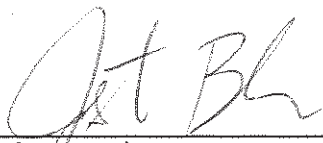
CERTIFICATION OF CONSULTANT

I HEREBY CERTIFY that I am the Authorized Senior Vice President and duly authorized representative of the firm of Kinley-Horn, whose address is 401 N. Street, San Diego, CA 92101 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 Federal Aviation Administration (FAA) in connection with this Agreement involving participation of FAA funds, and is subject to applicable State and Federal laws, both criminal and civil.

8/13/26
(Date)


(Signature)

ATTACHMENT 3

Certification of Consultant Regarding Tax Delinquency and Felony Convictions

The Consultant must complete the following two certification statements. The Consultant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The Consultant agrees that it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 3) The Consultant represents that it is (☐) is not (☒) a corporation that has 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.
- 4) The Consultant represents that it is (☐) is not (☒) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If the Consultant responds in the affirmative to either of the above representations, the Consultant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The Consultant therefore must provide information to the City about its tax liability or conviction to the City, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is 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.

2/13/26
(Date)


(Consultant's Signature)

EXHIBIT K

CITY OF SAN DIEGO

Sensitive Information Authorization Acknowledgement Form- City
Contractors/Vendors

Authorized Person (City Contractor/Vendor requesting authorized access to Sensitive Information):

<i>Name (Printed)</i> Kimberly Fabend	<i>eMail Address</i> kfabend@cscos.com	<i>Network (AD) Login/User ID</i>
<i>Company/Organization</i> C&S Engineers, Inc.		<i>Contractor/Vendor Office Phone</i> (619) 296-9373
<i>City Department (managing contract)</i>		<i>Contractor/Vendor Office FAX</i> (619) 292-0344
<i>City Contract Manager's Name (Printed)</i>	<i>City Contract Manager's Phone</i>	<i>City Contract Manager's Mail Sta.</i>

Policy Summary (pertinent excerpts from City Administrative Regulation 90.64):

4.1. Sensitive Information shall be maintained in a confidential manner and access restricted to only employees or individuals properly authorized by his or her Appointing Authority and approved by the Information/Data Owner, based on verified business needs to have access to such information and/or in compliance with specific legal requirements.

4.3. Authorization to access or use Sensitive Information shall be based on a functional role (job duties) and not linked directly with a specific individual, such that when an authorized person's job duties no longer require access to or use of Sensitive Information, the ability to access or use such information shall be revoked. At no time shall a contractor's or vendor's access to Sensitive Information extend beyond the termination of the authorizing contract, and such access shall be revoked as soon as the duties requiring access or use have ended, regardless of the end date of the contract.

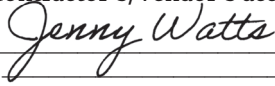
4.5. Authorized Persons shall access or use Sensitive Information only for its intended purpose for which it was obtained and maintained by the City of San Diego. An employee or individual authorized to access or use Sensitive Information shall sign an Authorization Acknowledgement Form stating he or she has read, understands, and agrees to abide by this policy.

4.7. Violation of this policy, either by unauthorized persons accessing or attempting to access Sensitive Information, or by Authorized Persons accessing or using Sensitive Information for other than its intended purpose or beyond the scope of their duties, may result in disciplinary action, up to and including termination of employment, and also subject the violating individual(s) to personal liability without the option of City legal defense. In the case of contractors or vendors, violation of this policy will be considered a breach of contract and appropriate actions taken on that basis. If deemed necessary, information regarding employee, volunteer, contractor or vendor violation of this policy may be referred to the appropriate agency for any civil and/or criminal action, as applicable.

Acknowledgement

By signing below, the above City Contractor/Vendor acknowledges that he or she understands that the Terms and Conditions of the underlying City Contract contain the provisions of the full policy stated above, and he or she agrees to comply with such contract provisions. City Contractor/Vendor understands that this form will be kept on file with the underlying contract documents in the City Purchasing & Contracting Department, and that he or she may receive a copy, if requested. The City

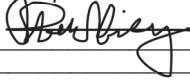
Contract Manager acknowledges that he or she has discussed the contract Terms and Conditions related to this policy with the above Contractor/Vendor and understands the supervisor's obligations regarding the Contractor's/Vendor's access to the City's Sensitive Information under this policy.



8/13/2026

Contractor's/Vendor's Signature

Date Signed



08-26-2026

City Contract Manager's Signature

Date Signed



Home > Project > 20260652500

Created 8m ago Updated just now State **Approved**

20260652500

☆ Favorite

Show more ▾

Contract Number
H2326257

Project Name
H2326257 As-Nded Airpt Plan & Enviro Srv

Project De... Contractor ...

DIR Project Info

DIR Project ID

20260652500

Stage

-- None --

Project Dates

Award Date

2026-08-27



Estimated Start Date

2026-08-27



Start Date

2026-08-27



Contract Date

2026-08-27



First Advertised Bid Date

2026-01-22



Estimated End Date

2031-08-27



End Date

YYYY-MM-DD



Compliance and Agreements

Language Included

Yes

Operate LCP

Yes

Associated PLA

No

Awarding Body Information

Name

City of San Diego

City

San Diego

Zip / Postal code

92101

Country

USA

Street

1200 Third Avenue
Suite 200

State / Province

CA

Name

Angel Bustos

Business phone

*Email

abustos@sandiego.gov



Project Information

Project Name

H2326257 As-Nded Airpt Plan & Enviro Srv

Contract Number

H2326257

Project Number

H2326257

Description

H2326257 As-Needed Airport Planning and Engineering Services

Amount

3,000,000

Total Cost

\$	3,000,000.00
----	--------------

Street

City

ZipCode

State

County

--	--

Job Site Address

Save (Ctrl + s)

[Privacy Policy](#)

[Disclaimer](#)

[Nondiscrimination Notice](#)

[Accessibility](#)

[dir.ca.gov](#)

Copyright 2026 State of California