

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

**FOR
CONSTRUCTION MANAGEMENT FOR WEST
MISSION BAY DRIVE BRIDGE**

(FEDERAL VERSION)

CONTRACT NUMBER: H176823A

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CONSULTANT AGREEMENT EXHIBITS

- Exhibit A - Scope of Services
- Exhibit B - Compensation and Fee Schedule
- Exhibit C - Time Schedule
- Exhibit D - City's Equal Opportunity Contracting Program Consultant Requirements
 - (AA) Disclosure of Discrimination Complaints
 - (BB) Work Force Report
 - (CC) Subcontractors List
- Exhibit E - Consultant Certification for a Drug-Free Workplace
- Exhibit F - Determination Form
- Exhibit G - RESERVED
- Exhibit H - Consultant Evaluation Form
- Exhibit I - Contractor Standards Pledge of Compliance
- Exhibit J- California Labor Code Sections 1720 and 1771
- Exhibit K - Regarding Information Requested under the California Public Records Act
- Exhibit L - Americans With Disabilities Act (ADA) Compliance Certification

ATTACHMENTS

1. Certification of Local Agency
2. Certification of Consultant

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

THIS Agreement [or contract] is made and entered into between the City of San Diego, a municipal corporation [City or LOCAL AGENCY], and Kleinfelder Construction Services, Inc., a wholly-owned subsidiary of Kleinfelder, Inc. [Consultant or CONSULTANT] for the Consultant to provide Professional Services to the City for the Construction Management for West Mission Bay Drive Bridge (H176823A) [Project].

RECITALS

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

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

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 for the Project [Agreement].

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

**ARTICLE I
CONSULTANT SERVICES**

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

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

1.2 Contract Administrator. The Public Works Department is the contract administrator for this Agreement. The Consultant shall provide the Professional Services under the direction of a designated representative of the Public Works 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. However, when this

Agreement refers to an act or approval to be performed by City, that act or approval shall be performed by the Mayor or his designee, unless the Agreement specifies otherwise.

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

1.4 Written Authorization. Prior to performing any Professional Services in connection with the Project, the 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 change in the Scope of Services (Exhibit A), Compensation and Fee Schedule (Exhibit B), or Time Schedule (Exhibit C), and shall obtain the City's written consent to the change prior to making any changes. In no event shall the City's consent be construed to relieve the 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 Performance Period. This contract shall go into effect on May 31, 2018, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The contract shall end on September 30, 2022, unless extended by contract amendment.

2.1.1 CONSULTANT is advised that any recommendation for contract award is not binding on LOCAL AGENCY until the contract is fully executed and approved by LOCAL AGENCY.

2.1.2 The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this contract, the terms of the contract shall be extended by contract amendment.

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

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

2.4 Delay. If delays in the performance of the Professional Services are caused by unforeseen events beyond the control of the Parties, such delay may entitle the 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 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 satisfactorily 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 Termination. LOCAL AGENCY reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.

2.6.1 LOCAL AGENCY may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, LOCAL AGENCY may proceed with the work in any manner deemed proper by LOCAL AGENCY. If LOCAL AGENCY terminates this contract with CONSULTANT, LOCAL AGENCY shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to LOCAL AGENCY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.

2.7 City's Right to Terminate for Default. RESERVED

ARTICLE III COMPENSATION

3.1 Allowable Costs & Payments. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in CONSULTANT's Cost Proposal (Exhibit B). The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. These rates are not adjustable for the performance period set forth in this Contract.

3.1.1 In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the cost proposal and identified in the cost proposal and in the executed Task Order.

3.1.2 Specific projects will be assigned to CONSULTANT through issuance of Task Orders.

3.1.3 After a project to be performed under this contract is identified by LOCAL AGENCY, LOCAL AGENCY will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a LOCAL AGENCY Project Coordinator. The draft Task Order will be delivered to CONSULTANT for review. CONSULTANT shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both LOCAL AGENCY and CONSULTANT.

3.1.4 Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONSULTANT's Cost Proposal.

3.1.5 Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal.

3.1.6 When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.

3.1.7 Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.

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

3.1.9 A Task Order is of no force or effect until returned to LOCAL AGENCY and signed by an authorized representative of LOCAL AGENCY. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by LOCAL AGENCY.

3.1.10 CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in triplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number, project title and Task Order number. Credits due LOCAL AGENCY that include any equipment purchased under the provisions of Section 5.18 Equipment Purchase of this contract, must be reimbursed by CONSULTANT prior to the expiration or termination of this contract. Invoices shall be mailed to LOCAL AGENCY'S Contract Administrator at the following address:

*City of San Diego/Isac Vallejo
9573 Chesapeake Drive, San Diego, CA 92123*

3.1.11 The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Contract.

3.1.12 The total amount payable by LOCAL AGENCY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by contract amendment.

3.1.13 If the Consultant fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.

3.1.14 Task Orders may not be used to amend this Agreement and may not exceed the scope of work under this Agreement.

3.1.15 The total amount payable by LOCAL AGENCY for all Task Orders resulting from this contract shall not exceed **\$9,585,428.45**. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this contract through Task Orders

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

3.3 Manner of Payment. The City shall pay the Consultant in accordance with the Compensation and Fee Schedule (Exhibit B). 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.

3.4 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.

3.5 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 (2) where the total cost for performance of the Scope of Services (Exhibit A) appears that it may be greater than the maximum compensation for this Agreement.

ARTICLE IV CONSTRUCTION MANAGEMENT PROFESSIONAL'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 construction management firm using the degree of care and skill ordinarily exercised by reputable professionals practicing in the same field of service in the State of California. Where approval by the City, the Mayor or his designee, or other representatives of the City is required, it is understood to be general approval only and does not relieve the 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 Services, the City's Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the City determines are necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.

4.2.2.2 Accounting Records. The 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; however, the City reserves the right to request, and the Consultant shall submit, copies of any policy upon reasonable request by the City; (b) obtained City approval of each company

or companies as required by Article IV, Section 4.3.3; and (c) confirmed that all policies contain the specific provisions required in Article IV, Section 4.3.4. Consultant's liabilities, including but not limited to Consultant's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Except as provided for under California law, all policies of insurance required hereunder must provide that the City is entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies. Maintenance of specified insurance coverage is a material element of this Agreement and Consultant's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of contract by the City.

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

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

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

4.3.1.2 Commercial Automobile Liability. For all of the Consultant's automobiles including owned, hired and non-owned automobiles, the Consultant shall keep in full force and effect, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1 million per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

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

4.3.1.4 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 \$1 million per claim and \$2 million annual aggregate. The Consultant shall ensure both that: (1) the policy retroactive date is on or before the date of commencement of the Professional Services; and (2) the policy will be maintained in force for a period of three years after substantial completion of the Professional Services or termination of this Agreement whichever occurs last. The Consultant agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the City's exposure to loss.

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

4.3.3 Acceptability of Insurers.

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

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

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

4.3.4.1 Commercial General Liability Insurance Endorsements.

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

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

4.3.4.2 Commercial Automobile Liability Insurance Endorsements

ADDITIONAL INSURED. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Additional Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant.

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

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

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

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

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

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

4.4.1 Subcontractor Contract. All contracts entered into between the Consultant and any Subcontractor shall contain the information as described in Sections 4.6, 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 fourteen working days from the Consultant's receipt of payment from the City. Nothing in this paragraph shall be construed to impair the right of the Consultant and any Subcontractor to negotiate fair and reasonable pricing and payment provisions among themselves.

4.4.1.3 In the case of a deficiency in the performance of Subcontractor Services, the Consultant shall notify the City in writing of any withholding of payment to the Subcontractor, specifying: (a) the amount withheld; (b) the specific cause under the terms of

the subcontract for withholding payment; (c) the connection between the cause for withholding payment and the amount withheld; and (d) the remedial action the Subcontractor must take in order to receive the amount withheld. Once the Subcontractor corrects the deficiency, the Consultant shall pay the Subcontractor the amount withheld within fourteen working days of the Consultant's receipt of the City's next payment.

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

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

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

4.5 Contract Records and Reports.

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

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

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

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

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

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

Incomplete and/or delinquent reporting may cause payment delays, non-payment of invoice, or both. The Consultant understands and agrees that violation of this clause shall be

considered a material breach of the contract and may result in contract termination, debarment, or other sanctions.

4.6 Non-Discrimination Requirements.

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

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

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

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

4.7 Drug-Free Workplace. The Consultant 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. The Consultant shall certify to the City that it will provide a drug-free workplace by submitting a Consultant Certification for a Drug-Free Workplace form (Exhibit E).

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 work place, and specifying the actions that will be taken against employees for violations of the prohibition.

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

4.7.3 Posting the Statement. In addition to Section 4.7.1 above, the 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 work place 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 F).

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 RESERVED

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.

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

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

4.10.6.2 RESERVED

4.10.6.3 RESERVED

4.10.6.4 CONSULTANT hereby certifies that neither CONSULTANT, its employees, nor any firm affiliated with CONSULTANT providing services on this project prepared the Plans, Specifications, and Estimate for any construction project included within this contract. An affiliated firm is one, which is subject to the control of the same persons through joint- ownership, or otherwise.

4.10.6.5 CONSULTANT further certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT, will bid on any construction subcontracts included within the construction contract. Additionally, CONSULTANT certifies that no person working under this contract is also employed by the construction contractor for any project included within this contract.

4.10.6.6 Except for subconsultants whose services are limited to materials testing, no subconsultant who is providing service on this contract shall have provided services on the design of any project included within this contract.

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 Services under Section 3.2. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of the 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. RESERVED.

4.15 Notification of Increased Construction Cost. RESERVED.

4.16 Sustainable Building Policy. RESERVED.

4.17 Design-Build Competition Eligibility. RESERVED.

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. The Consultant hereby certifies (Exhibit L) 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.

4.20 State Prevailing Wage Rates.

Prevailing wage rates apply to this Agreement.

Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Agreement is subject to State prevailing wage laws. For construction work performed under this Agreement cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Agreement cumulatively exceeding \$15,000, the 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 such prevailing rate of per diem wages are on file at the City of San Diego's Purchasing & Contracting Department (Equal Opportunity Contracting Division) and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. 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 wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Agreement. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Agreement in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Agreement, each successive predetermined wage rate shall apply to this Agreement on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Agreement, such wage rate shall apply to the balance of the Agreement.

4.20.2 Penalties for Violations. 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. For questions or assistance, please contact the City of San Diego’s Equal Opportunity Contracting Department at 619-236-6000.

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 City may ask Consultant for the most current list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this Agreement at any time during performance of this Agreement, and Consultant shall provide the list within ten (10) working days of the City's request. Additionally, Consultant shall provide the City with a complete list of all subcontractors utilized on this Agreement (regardless of tier), within ten working days of the completion of the Agreement, along with their DIR registration numbers. 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 Design Professional will need to keep those records for at least three years following the completion of the Agreement. (Labor Code section 1771.4).

4.20.12.3 List of all Subcontractors. The 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).

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

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

4.20.13.2 When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

ARTICLE V FEDERAL REQUIREMENTS

5.1 This Project is funded by FHWA. All Project work and Agreements will be subject to the review and approval of the California Department of Transportation.

5.2 The Consultant and its Subcontractors shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred, and shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract, for inspection by the City, California Department of Transportation, Caltrans, FHWA, the State Auditor, the Comptroller General of the United States, or their duly authorized representatives.

5.3 RESERVED.

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

price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

5.5 The Consultant shall comply with all Federal, State, and Local laws and ordinances applicable to the work. This includes compliance with prevailing wage rates and their payment in accordance with California Labor Code, including but not limited to Sections 1720 and 1771 (see Exhibit J).

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

5.7 The Consultant shall comply with California Government Code section 7550 as follows:

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

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

5.8 RESERVED.

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

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

(i) The City's or the Consultant's procurement procedures or operation fails to comply with the procurement standards in 49 CFR Section 18.36; or

(ii) The procurement is expected to exceed the simplified acquisition threshold [currently fixed at \$100,000 by 41 U.S.C. 403(11)] and is to be awarded without competition or only one bid or offer is received in response to a solicitation; or

- (iii) The procurement, which is expected to exceed the simplified acquisition threshold, specifies a brand name product; or
- (iv) The proposed award is more than the simplified acquisition threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
- (v) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the simplified acquisition threshold.

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

5.12 Contract modifications are required for any modification in the terms of the original contract that change the cost of the contract; significantly change the character, scope, complexity, or duration of the work; or significantly change the conditions under which the work is required to be performed. A contract modification shall clearly outline the changes made and determine a method of compensation. California Department of Transportation approval of contract modifications shall be obtained prior to beginning the work, except that in unusual circumstances the Consultant may be authorized to proceed with work prior to agreement on the amount of compensation and execution of the contract modification, provided the California Department of Transportation has previously approved the work and has concurred that additional compensation is warranted.

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

5.14 Cost Principles and Administrative Requirements. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.

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

5.14.2 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 2 CFR, Part 200 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to LOCAL AGENCY.

5.15 Retention of Records/Audit. For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and LOCAL AGENCY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the

contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, LOCAL AGENCY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

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

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

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

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

5.16.4 CONSULTANT Cost Proposal is subject to a CPA ICR Audit Work Paper Review by Caltrans' Audit and Investigation (Caltrans). Caltrans, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

5.16.4.1 During a Caltrans' review of the ICR audit work papers created by the CONSULTANT's independent CPA, Caltrans will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans identifies

significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at a provisional ICR until a FAR compliant ICR {e.g. 48 CFR, part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials Audit Guide; and other applicable procedures and guidelines} is received and approved by A&I. Provisional rates will be as follows:

- a. If the proposed rate is less than 150% - the provisional rate reimbursed will be 90% of the proposed rate.
- b. If the proposed rate is between 150% and 200% - the provisional rate will be 85% of the proposed rate.
- c. If the proposed rate is greater than 200% - the provisional rate will be 75% of the proposed rate.

5.16.4.2 If Caltrans is unable to issue a cognizant letter per section 5.16.4.1 above, Caltrans may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. Caltrans will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.

5.16.4.3 If the CONSULTANT fails to comply with the provisions of section 5.16.4, or if Caltrans is still unable to issue a cognizant approval letter after the revised independent CPA-audited ICR is submitted, overhead cost reimbursement will be limited to the provisional ICR that was established upon initial rejection of the ICR and set forth in Section 5.16.4.1 above for all rendered services. In this event, this provisional ICR will become the actual and final ICR for reimbursement purposes under this contract.

5.16.4.4 CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) Caltrans approves or rejects the original or revised independent CPA-audited ICR; (2) all work under this contract has been completed to the satisfaction of LOCAL AGENCY; and, (3) Caltrans has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO local agency no later than 60 days after occurrence of the last of these items.

The provisional ICR will apply to this contract and all other contracts executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

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

5.17.1 CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by LOCAL AGENCY's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.

5.17.2 CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by LOCAL AGENCY.

5.17.3 All subcontracts entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.

5.17.4 Any substitution of subconsultant(s) must be approved in writing by LOCAL AGENCY's Contract Administrator prior to the start of work by the subconsultant(s).

5.18 Equipment Purchase. Prior authorization in writing, by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

5.18.1 For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding \$5,000 prior authorization by LOCAL AGENCY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

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

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

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

- No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of CONSULTANT to any person for influencing or attempting to influence an officer or employee of any

state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

- If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit Standard Form–LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.

5.20.1 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 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.

5.20.2 CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

5.21 Statement of Compliance. CONSULTANT’s signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

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

of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

5.21.2 The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 – Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

5.21.3 The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

5.22 Debarment and Suspension Certification. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (non-procurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to LOCAL AGENCY.

5.22.1 Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

5.22.2 Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration

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 Design Professional Services Indemnification and Defense.

6.2.1 Design Professional Services Indemnification. To the fullest extent permitted by law (including, without limitation, California Civil Code Section 2782.8), with respect to the performance of design professional services, 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 Design Professional Services Defense. Parties will work in good faith to procure applicable insurance coverage for the cost of any defense arising from all claims, demands or liability that arise out of, pertain to or relate to the negligence, recklessness, or willful misconduct of 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 contract, shall contain all provisions stipulated in this contract to be applicable to the subcontractors.

8.6 Publication Design. Professional may not publish or reproduce any Deliverable Materials, for purposes unrelated to 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: Public Works Department, c/o Jesus Garcia, MS 908A, 525 B Street, San Diego, CA 92101, and notice to the Consultant shall be addressed to: Kleinfelder Construction Services, Inc., c/o Rey Nocon 5761 Copley Drive, Suite 100, San Diego, CA 92111, (:RNocon@kleinfelder.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 project team: Rey Nocon – Kleinfelder Construction Services, Inc., Robert Motschall – Kleinfelder, Inc., Elizabeth Kellogg – Tierra Data, Inc., Nick Coates – Coast Surveying, Inc., Hossein Rashidi – EarthSpectives, Rick Tavares – Investigative Science and Engineering, Inc., Melanie Estes – DHS Consulting, Inc., and Eng Yeong – Analyzer International, Inc. [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 on the Project.

9.7 Employment of City Staff. This Agreement may be unilaterally and immediately terminated by the City, at its sole discretion, if the 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 H).

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 I.

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. This Agreement is public document subject to the California Public Records Act, and as such may be subject to public review per Exhibit K (Regarding Information Requested under the California Public Records Act).

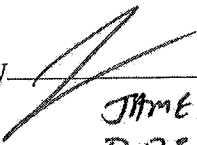
9.25 Equal Pay Ordinance. Unless an exception applies, Consultant shall comply with the Equal Pay Ordinance (EPO) codified in the San Diego Municipal Code (SDMC) at section 22.4801 through 22.4809. Consultant shall require all of its subconsultants to certify compliance with the EPO in their written 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.

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IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor, pursuant to SDMC section 22.3207 (also see Resolution R-311412), authorizing such execution, and by the Consultant pursuant to Certificate of Secretary.

Dated this 31 day of MAY, 2018.

THE CITY OF SAN DIEGO
Mayor or Designee

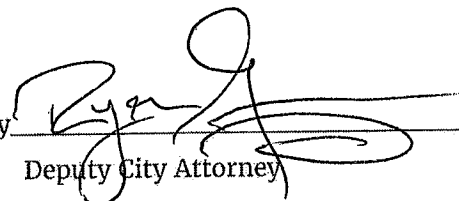
By 
JAMES MAC-ECVOY
DIRECTOR

I HEREBY CERTIFY I can legally bind Kleinfelder Construction Services, Inc. and that I have read all of this Agreement, this 17th day of May, 2018.

By 
Marc McIntyre
Vice President

I HEREBY APPROVE the form of the foregoing Agreement this 31st day of MAY, 2018.

MARA W. ELLIOTT, City Attorney

By 
Deputy City Attorney

CONSULTANT AGREEMENT EXHIBITS

SCOPE OF SERVICES

CONSTRUCTION MANAGEMENT FOR WEST MISSION BAY DRIVE BRIDGE (H176823)

PROJECT DESCRIPTION

The project involves the construction of two cast-in-place reinforced concrete box girder bridges over the San Diego River between Interstate 8 and Sea World Drive. The project involves environmental monitoring and long-term revegetation and on-site mitigation work. Construction will required coordination with an adjacent CIP project, Pacific Beach Pipeline South. The project is federally funded in coordination with the California Department of Transportation (Caltrans).

EXPECTED RESULTS

Provide construction management services including, but not limited to, project controls, contract administration, field inspection, special inspection, quality assurance material testing, construction staking, and environmental services. Services shall be conducted in accordance with the Local Assistance Procedures Manual/Local Assistance Program Guidelines (LAPM/LAPG). Environmental services shall require several biologists with a variety of specializations and certifications, and permit planners. All services shall be performed under the management and supervision of the City's Oversight Engineer and Resident Engineer (RE).

SCOPE OF WORK

The scope of work shall consist of consultant personnel performing construction management, contract administration, construction staking, and environmental services. Work to be performed by the Consultant shall generally consist of the following tasks as directed by RE:

1. Project Management
 - Supervise, review, monitor, train and direct Consultant's personnel. The Consultant's project manager will ensure the entire field team, including sub-consultants, are adequately trained in the skills necessary to manage and oversee performance of Contractor's work on the project.
 - Assign personnel to complete work as specified, administer personnel action and coordinate personnel matters with the RE.
 - Coordinate sub-consultant team members, assign staff, and review invoices.
 - Track scope, schedule and budget for this contract.
 - Coordinate the procurement of necessary facilities and supplies to support field office staff.
2. Engineering and Inspection Services
 - A. Project Manager / Lead Assistant Structures Representative (PM/LASR)

PM/LASR shall have demonstrated experience functioning in the capacity of a Resident or Assistant RE. The PM/LASR shall perform all functions and responsibilities under the direction of the RE to administer the construction contract. Duties include but are not limited to the following:

- Supervising project consultant staff
- Monitoring progress, schedule, and costs
- Developing and approving progress payments
- Responding to project field emergencies
- Reviewing quantity calculations, grades, alignments, and materials control
- Ensuring the contractor is in compliance with project plans and specifications
- Performing quality assurance
- Preparing and recommending for approval change orders
- Authorizing and processing contractor monthly progress payments
- Answering RFIs and project correspondence
- Preparing monthly progress reports and/or PowerPoint presentations
- Monitoring CPM scheduling data submitted by Contractor
- Work with adjacent property owners and other project stakeholders to address concerns
- Perform closeout of the project in accordance with LAPM/LAPG
- Communicate with RE on design changes required as a result of changed site conditions and errors and omissions

Tasks performed by PM/LAPR shall include the preparation of PM/LAPR daily reports, weekly and monthly reports as required by RE, forecasted cost-at-completion reports, non-compliance reports, construction progress meeting minutes, construction contract closeout, and supervision of all other construction management sub-consultants working on this project.

B. Lead Assistant Resident Engineer (LARE) and Office Engineer (OE)

The LARE and OE shall perform contract administration and engineering to assist the RE in all aspects of required field and office construction engineering work and duties.

The LARE shall be capable of acting as an RE during the RE's absence. The LARE shall provide assistant resident engineering and administration assistant services to review the Contractor's performance of work in accordance with the contract documents. In addition, the LARE shall:

- Perform field inspections to assess compliance with the contract documents
- Provide notification to the Contractor when work is not in compliance
- Maintain complete and accurate records of the work
- Assist in researching field conditions and formulating data that may necessitate a contract change order

- Perform oversight of third party contractors and consultants performing on-site project related activities.
- Perform closeout of the project in accordance with LAPM/LAPG

The OE will draft change orders, review inspector diaries, review estimate quantity sheets, generate/review monthly progress pay estimates, and assist the RE as requested. The OE shall provide accurate and thorough recordkeeping utilizing LAPM/LAPG. As directed by the RE, OE will utilize the City's system for preparation of pay estimates, change orders, and other project documentation. In addition, the OE shall:

- Process and manage RFIs and submittals
- Assure the Contractor's compliance with maintaining accurate project as-builts
- Compose and prepare project documentation
- Maintain accurate categorized system of files
- Develop and distribute agendas and minutes of meetings
- Assist with finalizing project records for archiving purposes.

C. Scheduling Engineer

The scheduling engineer shall provide construction engineering support to analyze project schedules for contract compliance and dispute resolution purposes. In addition, the Consultant shall provide analysis of time impacts to the project schedule and provide recommendations.

D. Field Inspectors

Field inspectors shall demonstrate construction engineering experience on highway, bridge, and other Public Works projects. Inspection staff shall be primarily responsible for assuring the work is performed in accordance with the requirements of the plans and specifications. Electrical inspectors shall have knowledge of electrical theory, traffic signal, ramp metering, fiber optics, and lighting systems. Structures inspectors shall have knowledge in the design and construction of bridges, retaining walls, and other public works structures. Inspection staff shall document construction activities on daily inspection reports.

3. Quality Assurance / Specialty Testing

The consultant shall perform quality assurance and specialty testing for material elements of the construction contract by overseeing and monitoring construction activities and performing the following services as needed:

- Gamma-Gamma and Cross-Hole Sonic Logging testing and evaluation of the bridge foundations consisting of cast-in-drilled-hole concrete piles. Services shall be performed by a Caltrans-approved firm
- Inspection and testing services for post-tensioning of the bridge structure
- Inspection and testing services for installation of soil nails and ground anchors

- Periodic quality assurance soil sampling and laboratory testing for soils, base materials, concrete, asphalt concrete
- Laboratory testing for rebar, prestressing steel, epoxy rebar, miscellaneous metals

4. General

In addition to the above, the consultant shall perform the following

- Become familiar with and review plans, specifications, and other contract and construction- related documents. Become familiar with traffic control plans, construction schedules, construction sequences, and permit requirements from other agencies.
- Assist the RE in scheduling and conducting progress meetings to discuss contract issues, procedures, progress, change orders, submittals, Requests For Information, deficiencies, and schedules. Prepare minutes of progress meetings for distribution to all attendees.
- Communicate, coordinate and assist in resolving issues that may arise on the project.
- Review estimates for proposed change orders for reasonableness and cost effectiveness and provide recommendations to RE.
- Maintain project cost accounting records on authorized work
- Coordinate with project designer the contractor's requests for interpretation or clarification of meaning and intent of project plans and specifications.
- Track quantities of work completed for progress payment. Develop and implement procedures for review and processing of progress payment applications. Assist the RE with review and certification for payment. Method of tracking shall utilize City's approved format.
- Manage photographic record of the project.
- Assist in claims analysis and dispute resolution.
- Coordinate and consolidate final inspections and punch lists for completion. Conduct final inspection/walk through with RE. Evaluate completion of work and recommend to City when work is ready for final inspection.
- Issue preliminary and final punch list, including schedule for punch list completion. Monitor and follow through with contractor until completion of all punch list items.
- Secure and transmit required guarantees, certifications, affidavits, leases, easement deeds, operating & maintenance manuals, warranties and other documents as stipulated in contract documents.
- Review and process contractor's request for final payment and release of retention.
- Perform utility coordination to support contract utility improvements and provide interface with adjacent utility and third party work.

5. Construction Staking

The consultant shall provide the services of a Land Surveyor or Professional Engineer licensed in the State of California to perform all work required of this section. Construction staking shall be performed to the procedures, accuracy requirements, spacing and tolerances provided in the latest version of the Caltrans Surveying Manual and Construction Staking Procedures. At the request Contractor, the consultant surveyor shall perform surveying and staking necessary to support construction of the improvements specified in

the construction contract documents. Work includes, but is not limited to, the following activities:

- Verify locations of survey control points prior to starting work
- Establish and maintain baselines and field control points as required for construction layout survey
- Survey and measurement necessary to establish design lines and grades shown in the construction contract documents
- Provide all basic site engineering to ensure accurate locations and elevations for construction
- Maintain complete and accurate log of control and survey work as work progresses
- Promptly report loss or destruction of reference points or their relocation made necessary because of changes in grades or other reasons

Provide all stakes, templates, equipment, tools, and other incidentals as may be required in laying out any part of the work from established benchmarks. Establish a minimum of two permanent bench marks referenced to established control points. Locate and lay out by instrumentation and similar appropriate means.

Requests for surveying shall be submitted by the construction contractor utilizing a request form established by the contractor and CM consultant. The form shall state exactly what and when the services are needed, type of stakes, location, limits, offset directions and distance from stakes. The construction contractor shall submit requests for surveying to the CM consultant prior to 10 AM and 2 business days in advance of when the construction staking will commence. Re-staking required due to stakes having been destroyed and staking to support changes to the original contract documents shall be performed on a time and material basis as an additional cost to the City or construction contractor as applicable.

6. Deliverables

- Inspection reports
- Pay estimates in accordance with City and LAPM procedures
- Contract administration documents, including change orders, estimates, letters
- Project records maintained in accordance City and LAPM procedures
- Project photography, before, during and after construction
- Weekly and monthly update reports with photo pages
- Material testing and specialty inspection reports
- Construction staking notes and records
- Project as-built red-lines
- CPM schedule and monthly updates

ENVIRONMENTAL SERVICES

PRECONSTRUCTION SERVICES, PERMIT TRACKING, AND REPORTING

1. Kleinfelder team will send through the City a set of the final detailed grading/construction plans (produced by others) showing all work and structures in Waters of the U.S. to US Army Corps of Engineers and track authorization.
2. Kleinfelder team will send through the City the design final plans (produced by others) to California Coastal Commission for the issuance of the Coastal Development Permit and track the authorization.
3. As per the California Coastal Commission (Page 11 of the Notice of Intent to issue permit), a Traffic Demand Management Plan (produced by others) will be submitted by the Kleinfelder team through the City to the Executive Director prior to issuance of the coastal development permit.
4. As per the California Coastal Commission (page 12 of the Notice of Intent to issue permit), a Final Bridge Hydraulic Report (produced by others) will be submitted by the Kleinfelder team through the City to the Executive Director prior to issuance of the coastal development permit.
5. As per the California Coastal Commission (Page 12 of the Notice of Intent to issue permit), a Final Hydro-acoustic Monitoring and Mitigation Plans will be submitted by the Kleinfelder team through the City to the Executive Director prior to issuance of the coastal development permit.
6. As per the California Coastal Commission (Page 115 of the Notice of Intent to issue permit), a Temporary Impacts/Habitat Monitoring Plan will be submitted by the Kleinfelder team through the City to the Executive Director prior to issuance of the coastal development permit.
7. The Kleinfelder team will continue the offsite monitoring per USFWS, CCC, and CDFW. Five years of monitoring is assumed. Should the mitigation be rejected by the resource agencies, additional restoration and monitoring budgets may be needed. This potential additional work past year five was not budgeted because scope and fee could not be determined

CONSTRUCTION MONITORING AND REPORTING

Staff Qualifications

1. Biological monitors
 - a. The project shall have an identified Principal Qualified Biologist (PQB) who shall act as the primary point of contact (POC) for environmental issues and lead for all biological activities and an identified Qualified Biological Monitor (QBM) who shall be the lead biological monitor for the project.
 - b. Knowledge of state and federal environmental laws, City of San Diego Guidelines and Standards available on Development Services Department website relating to biological protection, mitigation, and landscaping in the Request for Proposals (RFP) on Page 75.
 - c. Letter submitted for approval identifying PQB and QBM and names of all other persons involved in the implementation of the biological monitoring program based on the Mitigated Negative Declaration (MND) on Page 11.

- d. Must obtain approval from the Mitigation and Monitoring Coordination (MMC) for any personnel changes associated with the biological monitoring of the project based on the MND on Page 11 as well as agency approval of any changes in agency-approved personnel.
 - e. PQB and QBM: Storm Water Pollution Prevention Program (SWPPP) training: Must submit evidence that the PQB/QBM has completed SWPPP training based on the MND on Page 11.
 - f. Permittee shall submit to California Department of Fish and Wildlife (CDFW) in writing the name and qualifications of a biological monitor at least 30 days before starting construction. Permittee shall ensure that the Monitoring Biologist is knowledgeable, experienced, and permitted--as necessary--in the biology, natural history, collecting, and handling of the appropriate species. The Monitoring Biologist shall be responsible for monitoring activities addressed by this CDFW Agreement based on Condition Measure (CM) 1.7.
 - g. Permittee shall submit to the US Army Corps of Engineers (USACE) in writing the name and qualifications of eelgrass surveyors, and to US Fish and Wildlife Service (USFWS), California Coastal Commission (CCC), and National Marine Fisheries Service (NMFS) the name and qualifications of the marine mammal observers.
 - h. Qualified wetland biologist – for all biological monitoring in or adjacent to wetlands. Shall conduct construction monitoring during all phases of the project based on the MND on Page 10. This is interpreted to mean the restoration work and the offsite mitigation.
2. Surveyors
- a. For focused surveys, the lead surveyor or other member of the survey team must meet regulatory Agency protocol qualifications as described in the documents attached to the RFP and possess or obtain appropriate permits, prior to conducting the surveys based on the RFP on Pages 75-76.
3. Noise monitors
- a. The monitor shall be acousticians possessing a current noise engineer license or registration and have experience with monitoring for the listed animal species and as described in the documents to the RFP. Note that some work is hydro-acoustic as presented in the RFP on Page 76.
4. Biology Report writers
- a. The writers shall possess formal educational background in appropriate areas of study to understand local floral and faunal relationships. They shall have sufficient local field experience in identification of flora or fauna, particularly rare, endangered, and threatened species with knowledge of their local and range-wide population status and trends, experience in habitat evaluation and in quantifying environmental impacts, and

familiarity with suitable mitigation methods including revegetation design and implementation as presented in the RFP on Pages 75-76.

- b. Writers for species-specific agency required reports shall be the resource-specific, agency-approved biologists (i.e. eelgrass, least terns, ridgeway rails, plovers, etc.).

Activities

5. Meetings

- a. The pre-construction meeting requires the PQB attendance and must occur 10 working days prior to beginning any work on the project as presented in the MND on Page 8. The PQB and QBM will attend any other grading/excavation related Preconstruction meetings to make comments and/or suggestions concerning the biological monitoring program as presented in the MND on Page 11.
- b. The PQB will attend progress meetings. The participation in progress meetings is defined in the RFP on Page 78.
- c. The PQB will attend the Issue Resolution meetings. This attendance at meetings with the City and the Resource Agencies to resolve issues is defined in the RFP on Page 77.

6. Contractor Education

- a. The Kleinfelder team for the permittee will conduct a worker environmental education program (WEEP) for all persons employed or otherwise working in the project area before performing any work. The program shall consist of a PowerPoint/video presentation that includes a discussion of Environmentally Sensitive Areas (ESAs), of the biology and general behavior of any species listed under the federal and California Endangered Species Act (FESA and CESA) known to utilize project ESAs, sensitivity of the Listed Species to human activities, status pursuant to the FESA and CESA including legal protection, recovery efforts, penalties for violations and Project-specific protective measures described in the environmental documents. The presentation will include subtitles in Spanish for non-English speaking workers. The construction contractor shall present the WEEP to any new workers before they are authorized to perform work in the project area. The Kleinfelder team for the permittee will prepare and distribute a dual language fact sheet handout containing this information for workers to carry in the project area. Upon completion of the program, employees shall sign a form stating they attended the program and understand all protection measures. This training shall be repeated at least once annually for long-term and/or permanent employees that will be conducting work in the project area as per CDFW CM 1.9 and USFWS CM 8.

7. Pre-construction monitoring/surveys

- a. The PQB or QBM shall survey 100% of the precise "limits of disturbance" (including ingress, egress, and all staging areas) for narrow endemic plant species and other special status plants, and other species known to occur or with potential to occur in harm's way. If identified during the survey, the PQB shall coordinate with the Resident Engineer who has the authority to temporarily halt or redirect construction activities to less environmentally sensitive areas so that appropriate mitigation measures are

implemented, as approved by the City, to avoid direct or indirect impacts to special status species as per MND on Page. 12.

- b. The Kleinfelder Team will perform a pre-construction survey and develop a biological noise mitigation plan in the following manner:
 - The Kleinfelder Team will review all necessary acoustical significance criteria for applicability to the project and scientific accuracy of project implementation. The review will focus specifically on the environmentally-sensitive identified avian species of California brown pelican, Cooper's hawk, white-tailed kite, northern harrier, American peregrine falcon, light-footed clapper rail, long-billed curlew, black skimmer, California least tern, elegant tern, California horned lark, and Belding's savannah sparrow. The review will also focus on the following aquatic species classifications of Harbor Seals, Sea Lions / Sea Otters, and Cetaceans.
 - Acoustical monitoring, consistent with USFWS protocols, will be performed in the vicinity of the adjacent habitat area to ascertain the existing community noise levels prior to construction. Site characteristics, both in air, and in water, would be quantified.
 - An acoustical model representing the propagation characteristics of the site would be developed using the previously identified field data. Best field monitoring locations will be identified. The model would have export capabilities to GIS using ESRI Shapefile format for sharing findings with the project team.
 - The Kleinfelder team would quantify proposed construction operations with the project team including demolition of the existing bridge structure, footing preparation and construction, and bridge reconstruction. Source levels associated with the various construction phases would be tabulated and modeled for impact potential. This would constitute the baseline surveys required for the project.
 - Based upon the aforementioned analyses, The Kleinfelder team will coordinate with the construction contractor to develop a non-invasive mitigation plan to shield the adjacent habitat and aquatic areas from excessive noise levels per USFWS.
 - The Kleinfelder team will prepare a summary report documenting the findings and proposed mitigation plan for documentation purposes to the contractor and City.
 - All electronic files such as GIS databases, acoustical contour maps, etc. will be available to the contractor and City via secure FTP.
- c. The PQB or QBM will supervise the placement of orange construction fencing or City approved equivalent, along the limits of potential disturbance adjacent to or at the edge of all sensitive habitats as per MND Page 13.
- d. Rail, tern, plover, raptors
 - i. PRIOR TO THE ISSUANCE OF THIS COASTAL DEVELOPMENT PERMIT, an agency-approved Kleinfelder team qualified biologist will conduct a site survey for evidence of active nests of clapper rail, California least tern, western snowy plover, or raptors in all adjacent or on-site vegetation as per the California Coastal Commission (CCC) Specific Conditions (SC) 6.a.

- ii. PRIOR TO ANY CONSTRUCTION ACTIVITIES during clapper rail, California least tern, western snowy plover, and raptor breeding/nesting season (February 15th through August 15th), a qualified biologist will conduct a site survey for active nests no more than 72 hours prior to any development. If an active nest is located, then a qualified biologist shall monitor the nest daily until project activities are no longer occurring within 300 feet of the nest or within 500 feet of clapper rails, California least tern, western snowy plovers, or raptors or until the young have fledged and are independent of the adults or the nest is otherwise abandoned. The monitoring biologist shall halt construction activities if he or she determines that the construction activities may be disturbing or disrupting the nesting activities. The monitoring biologist shall make practicable recommendations to reduce the noise or disturbance in the vicinity of the active nests or birds. This may include recommendations such as (1) turning off vehicle engines and other equipment whenever possible to reduce noise, and (2) working in other areas until the young have fledged. The monitoring biologist shall review and verify compliance with these avoidance boundaries and shall verify that the nesting effort has finished in a written report. Unrestricted construction activities may resume when the biologist confirms no other active nests are found. The results of the site survey and any follow-up construction avoidance measures shall be documented by the monitoring biologist and submitted to the San Diego office of the CCC as per SC 6.b.
- e. Belding's savannah sparrow
 - i. Pre-construction surveys shall be conducted if construction is scheduled to occur during the breeding season of the Belding's savannah sparrow (April through July). If no nesting sparrows are detected during the surveys, no further avoidance and minimization efforts are necessary for this species. If they are detected, the project must either implement noise-reduction measures to reduce construction noise levels to acceptable levels (discussed below), or discontinue work until the young have fledged as per the MND on Page 14.
- f. Light-footed clapper rail/Ridgway's rail
 - i. Pre-construction surveys shall be conducted if construction is scheduled to occur during the breeding season of the light-footed clapper rail (March through July). The survey shall be conducted in accordance with USFWS methodology (USFWS 2000). All potentially suitable habitat areas within the Biological Study Area (BSA) shall be surveyed for presence of the species. If nesting rails are detected during the surveys, all nests must be avoided by construction equipment and personnel, and noise-reduction measures, described in the following paragraphs, shall be implemented to reduce construction noise levels to acceptable levels, or work shall be discontinued until the young have fledged as per the MND on Page 14.
 - ii. If project construction is necessary during the rail breeding season (March 15–July 31), nesting surveys will be conducted to determine and document the presence/absence of breeding rails as per USFWS CM 13.
- g. California horned lark

- i. Pre-construction surveys will be conducted if construction is scheduled to occur during the breeding season of the California horned lark (March through June). If no nesting horned larks are detected during the surveys, no further avoidance and minimization efforts are necessary for this species. If they are detected, the project shall either implement noise-reduction measures to reduce construction noise levels to acceptable levels, or discontinue work until the young have fledged as per the MND on Page 14.
- h. California least tern
 - i. Pre-construction surveys shall be conducted if construction is scheduled to occur during the breeding season of the California least tern (April through June). If they are detected, all nests shall be avoided by construction equipment and personnel, and noise-reduction measures must be implemented to reduce construction noise levels to acceptable levels at the nest site (below 60 dB/hour), or work shall be discontinued until the young have fledged. A non-disturbance buffer zone of 500 feet around the nest site shall be established, and daily biological monitoring shall occur to confirm that the nest is being avoided and adults and/or chicks are not disturbed as per the MND on Page 14.
- i. Northern harrier
 - i. Pre-construction surveys shall be conducted if construction is scheduled to occur during the breeding season of the northern harrier (April through September). If no nesting harriers are detected during the surveys, no further avoidance and minimization efforts are necessary for this species. If they are detected, the project shall either implement noise-reduction measures to reduce construction noise levels to acceptable levels, or discontinue work until the young have fledged as per the MND Pages 14-15.
- j. Green sea turtles
 - i. To avoid potential direct effects on green sea turtles during installation of the temporary construction berms and during subsequent construction activities, a pre-construction survey for sea turtles will be conducted for in-channel work occurring May through September, if water is present. Regular biological monitoring of in-channel work will also occur during this time period. Contractor education regarding sea turtles shall also be conducted. If work is conducted during low tide when water is absent, or behind a cofferdam/berm, and absence is confirmed, a biological monitor would not be necessary as per the MND Page 15.
- k. Harbor seals and sea lions
 - i. PRIOR TO ANY CONSTRUCTION ACTIVITIES, a qualified biologist will conduct a site survey for harbor seals and California sea lions no more than 12 hours prior to any construction.
 - ii. To avoid and minimize potential direct impacts during construction, construction monitoring for harbor seals and sea lions shall be conducted for in-channel work when water is present by a monitoring biologist/ marine mammal observer (MMO). If work is conducted during low tide when water is absent or behind a cofferdam

- and absence is confirmed, a biological monitor would not be necessary as per the MND Page 15. Monitoring will occur during all in-water work (e.g. pile driving and removal) when tide levels are high enough to provide marine mammals access to the work areas and which could result in impact to marine mammals.
- iii. The monitoring biologist shall halt construction activities if he or she determines that the construction activities may be disturbing or disrupting seals or sea lions. The monitoring biologist/MMO shall make practicable recommendations to reduce the noise or disturbance in the vicinity of the seals or sea lions. This may include recommendations such as (1) temporarily shutting down pile driving or removal, (2) turning off vehicle engines and other equipment whenever possible to reduce noise, and (3) working in other areas until the seals and sea lions have departed. Any cofferdams used in the project shall be inspected weekly for integrity and marine mammal intrusion. The monitoring biologist shall review and verify compliance with these avoidance measures in a written report. Unrestricted construction activities may resume only if the City can obtain approval from NMFS that no seals or sea lions are present or are expected to occur. The results of site surveys and any follow-up construction avoidance measures shall be documented by the monitoring biologist and submitted to the San Diego office of the CCC SC 6.c.
- I. MBTA birds and bats nesting
 - i. MBTA: This document does not authorize take under the Migratory Bird Treaty Act (MBTA) of 1918, as amended (16 U.S.C. §§ 703-712) and Sections 3503, 3503.5 and 3513 of the California Fish and Game (CFG) Code. In order to comply with the MBTA and CFG (Code), the City will avoid take of active nests by removing vegetation outside of the bird breeding season and by installing exclusion devices on bridge drain holes and ledges between September 16 and February 1 to prevent birds from nesting on or within the bridge during construction as per the USFWS on Page 9.
 - ii. Exclusionary devices shall be installed underneath the bridge to prevent birds and bats from nesting during construction. Installation of these devices shall be completed by the contractor prior to February 1 (beginning of bird breeding season) and remain until construction is completed. A qualified biologist shall inspect the area prior to installation for nests and evidence of breeding activity. If breeding activity is not detected, inactive nests shall be destroyed to prevent birds from establishing breeding, and the biologist shall monitor exclusion device installation (CDFW CM 2.1).
 - iii. If breeding activity is confirmed, exclusionary devices shall be installed in all other areas lacking active nests. Active nests shall be monitored weekly by the biologist until breeding is complete. Once breeding is complete, exclusionary devices shall be installed in these areas as per the MND on Page 15. Swallows and swifts may be excluded from the bridge work area if exclusion devices are installed prior to March 1st (or if the surveys are performed as noted above to determine that no active nests are present), and City utilizes the appropriate methods and exclusion devices, under the direction of a qualified biologist. (CDFW CM 2.1)

- iv. Bats: Prior to construction, a bat survey will be conducted to determine occupancy. If bats are found to occupy the bridge, the City and CDFW will be immediately notified and adaptive measures will be discussed as a measure to keep the project on schedule. Under the direction of the CDFW, roosts will be installed to facilitate and encourage movement of bats to areas not under construction. Artificial roosts may be permanently installed and incorporated in the final design of the bridge. CDFW reserves the right provide additional provisions to this agreement designed to protect nesting/roosting bats. If the bridge is being replaced and bats were previously inhabiting or showing signs of inhabitation on the old bridge, new bat habitat shall be incorporated in the design of the new bridge. The contractor on behalf of the Permittee may also install artificial bat roosts on bridge structures after consultation with CDFW, to improve habitat for bats and also provide alternate roosting for bats during maintenance work on the bridge as per CDFW CM 2.3.
- m. Pre-construction Eelgrass/Caulerpa Surveys
 - i. As required by the NMFS Southern California Eelgrass Mitigation Policy (CEMP), an eelgrass survey will be performed by a qualified eelgrass surveyor/monitor within the project footprint and a 50-foot buffer (the eelgrass study area) within 60-days of the commencement of physical impacts to the channel substrate.
 - ii. As required by the CDFW and NOAA Fisheries Caulerpa Control Protocol, the surveyor shall look for the invasive exotic *Caulerpa taxifolia* during the eelgrass surveys.
 - iii. A report of the results of the eelgrass survey and the Caulerpa form will be provided to the RE for review and submittal to NMFS within 15 days of the surveys.
 - iv. Eelgrass/Caulerpa surveys would be performed prior to construction that would impact aquatic substrate e.g. pile driving for the two trestle bridges and the two new road bridges for a total of 4 surveys.
 - v. If Caulerpa is detected the RE will be informed immediately and a plan of action will be identified by the City in consultation with CDFW and NOAA. Kleinfelder will perform surveys to identify the extent of the Caulerpa and prepare an eradication plan. It should be noted that Caulerpa is not expected to occur at the project site, but if present, final costs for readdiction will depend on the extent of the infestation.
- 8. Construction monitoring/surveys
 - a. General
 - i. The PQB or QBM shall be present full-time during construction activities including but not limited to, site preparation, cleaning, grading, and excavation, in association with the construction of the project which could result in impacts to sensitive biological resources as identified in the Landscape Construction Documents (LCD) on the Revegetation/Restoration Monitoring Exhibit (RRME). The QBM is responsible for notifying the PQB of changes to any approved construction plans, procedures, and/or activities. The PQB is responsible to notify RE and MMC of the changes as per MND on Page 12.

- ii. The PQB or QBM staff shall monitor construction activities as needed, with MMC concurrence on method and schedule as per the MND on Pages 12-13.
 - iii. To ensure compliance with the measures of the CDFW Agreement, the Monitoring Biologist shall have authority to contact the project engineer/manager and request an immediately stop to any activity that does not comply with the Agreement, and/or to order any reasonable measure to avoid the violation of those measures as per the CDFW CM 1.8.
- b. Disturbance/Discovery Notification Process
- i. If unauthorized disturbances occurs or sensitive biological resources are discovered that were not previously identified, the PQB or QBM shall direct the contractor to temporarily divert construction in the area of disturbance or discovery and immediately notify the RE, as appropriate as per the MND on Page 13.
 - ii. The PQB shall also immediately notify MMC by telephone of the disturbance and report the nature and extent of the disturbance and recommend the method of additional protection, such as fencing and appropriate Best Management Practices (BMPs). After obtaining concurrence with MMC and the RE, PQB and CM shall install the approved protection and agreement on BMPs as per the MND on Page 13.
- c. BMPs
- i. The PQB or QBM shall oversee implementation of BMP's, such as gravel bags, straw logs, silt fences or equivalent erosion control measures, as needed to ensure prevention of any significant sediment transport. In addition, the PQB/QBM shall be responsible to verify the removal of all temporary construction BMP's upon completion of construction activities. Removal of temporary construction BMP's shall be verified in writing on the final construction phase Consultant Site Visitor Record (CSVR) as per the MND Page 13.
 - ii. The PQB shall verify in writing on the CSVR's that no trash stockpiling or oil dumping, fueling of equipment, storage of hazardous wastes or construction equipment/material, parking or other construction related activities shall occur adjacent to sensitive habitat. These activities shall occur only within the designated staging areas located outside the area defined as biological sensitive areas as per the MND Page 13.
- d. Species-specific
- i. See relevant info in pre-construction monitoring/surveys section above, re: species-specific monitoring if they are determined present in the BSA.
 - ii. Rails, terns, plovers
 - 1. A CFWO-approved biologist will be on site weekly during project construction within 200 feet of rail, tern, and/or plover habitat to ensure compliance with all conservation measures. The biologist will be familiar with the habitats, plants, and wildlife in the project area to ensure that issues relating to biological resources are appropriately and lawfully managed. Permittee will submit the biologist's name, address, telephone number, and work schedule on the project

to the CFWO prior to initiating project construction. The contract of the biologist will allow direct communication with the CFWO at any time regarding the proposed project. The biologist will be provided with a copy of this consultation as per the USFWS CM 2.

2. The clearing and grubbing of coastal marsh will occur between August 1 and March 14 to avoid the rail breeding season (or sooner than August 1 if a biologist knowledgeable of rail biology and ecology approved by the CFWO demonstrates to the satisfaction of the CFWO that all rail nesting is complete as per the USFWS CM 4.
 3. Noise Monitoring: If active nests are identified within 500 feet of the noise generating construction activities and noise is in excess of 60 dBA hourly Leq, or if noise is in excess of ambient noise levels if ambient noise levels exceed 60 dBA hourly Leq, measures will be implemented to reduce noise levels to 60 dBA hourly Leq or to ambient noise levels if ambient noise levels exceed 60 dBA hourly Leq at the nest location. Noise monitoring will occur during the breeding season and be reported daily to the CFWO. A CFWO-approved biological monitor will ensure that avoidance and minimization measures are implemented such that adverse effects to the rail do not occur as a result of the adjacent construction activities (e.g., noise and lighting). If the biological monitor suspects that avoidance and minimization measure are ineffective, and project activities may be adversely affecting the rail, culpable activities will be suspended within 500 feet of active nesting territories until adversely affecting the nesting activity is completed and fledglings are no longer in the area, or until effective avoidance and minimization measures can be identified, implemented, and demonstrated to be effective. If measures cannot be identified, implemented, and demonstrated to be effective to avoid adverse effects to the rail, then project construction will stop until consultation has been completed with the CFWO to address unanticipated impacts to the species as per the USFWS CM 13.
- e. Invasive Species
- i. A CFWO-approved biologist will monitor the project site immediately prior to and during construction to identify the presence of invasive weeds and recommend measures to avoid their inadvertent spread in association with the project. Such measures may include inspection and cleaning of construction equipment and use of eradication strategies. All heavy equipment will be washed and cleaned of debris prior to entering the project area to minimize the spread of invasive weeds as per the USFWS CM 10.
- f. Through the end of revegetation
- i. In addition, the project biologist will monitor all construction through the end of revegetation to ensure project scope compliance, and to minimize impacts to sensitive resources where feasible based on the biological assessment and in-field conditions as per the MND on Page 13.
- g. Hydro-acoustic Monitoring and Mitigation

- i. The Acoustical mitigation monitoring and reporting of the proposed construction activities will be performed in the following manner.
 - ii. The Kleinfelder team will perform random mitigation monitoring and site inspections at an interval of two (2) times per week over the construction period. Monitoring will be performed using both in air acoustical methods (i.e., 1/3 octave band sound level meters), as well as in water using standard hydrophones and FFT analysis.
 - iii. Monitoring will consist of spot measurements within the construction footprint at the best identified locations. Effects (including mitigation) will be propagated to all habitat areas consistent with the previous analytical modeling. Levels deemed excessive by the Kleinfelder team will be noted and remedially mitigated at the time of observance.
 - iv. The Kleinfelder team will provide weekly mitigation monitoring and reporting (MMRP) reports to the contractor and City documenting the findings, compliance status, and any remedial measures undertaken. The reports will be available via secure FTP.
9. Post-construction monitoring/surveys
- a. The Kleinfelder team will continue the offsite monitoring per USFWS, CCC, and CDFW. Five years of monitoring is assumed. Should the mitigation be rejected by the resource agencies, additional restoration and monitoring efforts may be needed, and additional efforts for processing permit applications may be needed. This potential additional work is not part of this scope and fee because the level of effort is unknown.
 - b. While no eelgrass presence or mitigation is expected, if eelgrass is detected within the project footprint, 3 post-construction eelgrass surveys per the CEMP for localized temporary impacts will be performed to assess recovery. As required by the CDFW and NOAA Fisheries Caulerpa Control Protocol, the surveyor shall look for the invasive exotic Caulerpa during each of the eelgrass surveys.
10. Review of materials/documents
- a. The Kleinfelder team will review and comment on Contractor's baseline and subsequent schedule updates as they relate to all environmental goals and objectives as per the RFP Page 78.

Products/Deliverables

11. Monitoring procedures schedule
- a. Prior to the start of any work, the PQB shall also submit a monitoring procedures schedule to MMC and the RE indicating when and where biological monitoring and related activities will occur as per the MND on Page 12.
12. Contractor Education factsheet and Signature form for completing education program as per the CDFW CM 1.9.
13. Monitoring Program Modification Request Letter (OPTION ONLY)

- a. The PQB may submit a detailed letter to MMC prior to the start of work or during construction requesting a modification to the monitoring program. This request shall be based on relevant information (such as other sensitive species not listed by federal and/or state agencies and/or not covered by the MSCP and to which any impacts may be considered significant under CEQA) which may reduce or increase the potential for biological resources to be present as per the MND Page 12. This potential additional work is not part of this scope and fee because the level of effort is unknown.

14. Limit of Work Verification

- a. The PQB shall provide a letter to MMC that limits of potential disturbance has been surveyed, staked and that the construction fencing is installed properly as per the MND on Pages 9 and 13.
- b. Kleinfelder through the City shall submit to USFWS for approval, at least 30 days prior to initiating project impacts, the final plans for initial clearing and grubbing of habitat and project construction. These final plans shall include photographs that show the fenced limits of impact and all areas to be impacted or avoided as per the MND on Page 19.

15. Monitoring Reports

- a. Shall be submitted to the City as per the RFP on Page 76.
- b. The PQB shall receive daily reports of activities and observations from all on-site biological monitors and shall provide weekly summaries to the CM to forward to the RE. Field activity shall also be document via the CSVr Forms. The CSVrs shall be transmitted by the CM to the RE the first day of monitoring, the last day of monitoring, monthly, and in the event that there is a deviation from conditions identified within the LCD and/or biological monitoring program. The RE shall forward copies to MMC as per the MND Page 12.
- c. Rails, terns, plovers, raptors: The monitoring biologist shall review and verify compliance with these avoidance boundaries and shall verify that the nesting effort has finished in a written report. The results of the site survey and any follow-up construction avoidance measures shall be documented by the monitoring biologist and submitted to the San Diego office of the CCC SC 6.b.
- d. Seals and sea lions: The monitoring biologist shall review and verify compliance with these avoidance measures in a written report. The results of the site survey and any follow-up construction avoidance measures shall be documented by the monitoring biologist and submitted to the San Diego office of the California Coastal Commission as per the CCC SC 6.c.

16. Disturbance/Discovery Notification

- a. The PQB shall also submit written documentation of the disturbance to MMC within 24 hours by fax or email with photos of the resource in context (e.g., show adjacent vegetation as per the MND on Page 13).
- b. The PQB shall evaluate the significance of disturbance and/or discovered biological resource and provide a detailed analysis and recommendation in a letter report with the

appropriate photo documentation to MMC to obtain concurrence and formulate a plan of action which can include fines, fees, and supplemental mitigation costs as per the MND on Pages 13-14. The potential additional work is not part of this scope and fee because the level of effort is unknown.

17. Post impact report aka “Final MMRP Inspection” as per the MND on Page 9.
 - a. Kleinfelder team will be submitted to the City for review. Any exceedances or additional impacts shall be described and quantified and appropriate mitigation and permitting recommended as per the RFP on Pages 76-77.
 - b. The Qualified Biologist shall submit a final biological monitoring report to the RE/MMC within 30 days of the completion of construction that requires monitoring. The report shall incorporate the results of the MMRP/MSCP requirements per the construction documents and the BME to the satisfaction of the RE/MMC as per the MND on Page 18.
 - c. The CFWO approved biologist will submit a final report to the CFWO within 120 days of project completion including photographs of impact areas and adjacent habitat, documentation that authorized impacts were not exceeded, and documentation that general compliance with all conservation measures was achieved. The report will specify numbers, locations, and sex of rails, terns, and plovers (if observed); observed rail, tern and plover behavior (especially in relation to project activities); and remedial measures employed to avoid and minimize impacts to rails, terns, and plovers. Raw field notes should be available upon request by the CFWO as per the USFWS CM 3.
18. Post-impact permitting
 - a. Kleinfelder shall, as needed, assist the City in the preparation of post-impact permit applications that will be submitted to the Resource Agencies per the RFP on Page 77.
19. Post-Construction (Phase II and III) Bird Strike Surveys
 - a. If the pre-construction (Phase I) bird strike surveys identify bird strikes are a significant issue, post-construction bird strike surveys will be performed, to compare results with pre-construction conditions.
 - b. The protocol agreed to by the City, Caltrans, USFWS, CCC will be implemented for Phase II on only the new West Mission Bay Drive Bridge from April through August in the first year after completion of construction. Surveys will be performed over 100 days and the results will be summarized in a report to be provided to the City for submittal to the agencies.
 - c. Only upon identification of significant bird strikes during Phase II and after implementation of mitigation measures would Phase III bird strike surveys be performed using the same approved protocol as described in b).

REVEGETATION AND MITIGATION MONITORING

Objectives

The Kleinfelder team will supervise and direct the installation effort of the Revegetation site and the two mitigation sites described in the attached documents as per the RFP on Page 77. If the revegetation program is not successful, additional monitoring budget maybe needed.

Staff

1. Mudflat Monitors:
 - a. Compensatory mitigation is proposed through re-contouring the area back to the original grade of the tidal mudflat as per the MND on Page 10.
2. Revegetation Monitors:
 - a. Shall have knowledge of the latest City of San Diego Whitebook Section 802 and Caltrans Standards as per the RFP on Page 76.
3. Qualified Restoration Ecologist:
 - a. The restoration ecologist will be an individual or team of individuals with a degree in botany, ecology, or related field, and a minimum of 5 years of successful experience in Southern California with wetland and riparian restoration as per the Mitigation Plan (MP) on Page 39.
 - b. Overall supervision of the installation, maintenance, and monitoring of this mitigation project during the 5-year establishment phase. The Permittee will also be involved with the long-term site management as per the MP on Page 39. This beyond the scope of this contract. This potential additional long term work is not part of this scope and fee because the level of effort is unknown.

Activities

4. Meetings
 - a. The Kleinfelder team will attend meetings with the City and the Resource Agencies to resolve issues as per the RFP on Page 77.
 - b. The Kleinfelder team will participation in progress meetings as per the RFP on Page 78.
5. Revegetation site monitoring
 - a. Monitor the Revegetation site during the 120 day plant establishment period and 25-month maintenance and monitoring (M&M) period until project sign off as per the RFP on Page 77. Potential additional work past 120 days and 25-months is not part of this scope and fee because the level of effort is unknown.
 - b. Temporary impacts from demolition of existing and construction of the new bridge would occur to mostly non-vegetated channel/tidal mud flats and rip rap, which would be restored to existing conditions. Approximately 0.002 acres of coastal brackish marsh consisting of an invasive wetland species plant (*Phragmites australis*) would be restored to tidal mud flat. The Project will be required to implement biological monitoring and noise monitoring during bird breeding season and implement water quality protection measures during construction and provides permanent water quality measures as well that are implemented by the contractor. Impacts have been minimized to the level feasible and would result in no permanent impacts to the MHPA and the San Diego River. Therefore, the design and siting of the new bridge will result in the minimum disturbance to environmentally sensitive lands as per the SDP Page 23.

- c. The Project impacts non-vegetated channel/tidal mudflat/open water and rip rap that is subject to both tidal influence and upstream freshwater influence and would be restored to existing channel condition upon completion of the project. The .002 acre of coastal brackish marsh consisting of monotypic stand of an invasive plant (*Phragmites australis*) would be mitigated by returning this .002-acre to mudflat and monitoring for up to five years subject to resource agency permitting and approval. No permanent direct impacts to wetlands and waters would occur. A net gain of wetland habitat will result upon project completion because the permanent footprint of the proposed bridge pier columns (0.04 acres) is less than the permanent footprint of the existing bridge pier walls as per the SDP on Page 23.
6. Mitigation site monitoring
 - a. Monitor the Mitigation site during the 60-month M&M period until project sign off as per the RFP on Page 77.
 - i. West mitigation site is 10.6 acres as per the MP on Page. 33.
 - ii. East mitigation site is 1.51 acres as per the MP on Page 33.
 - b. Implementation/Installation
 - i. Prior to the commencement of the mitigation activities, the work limits will be approved by the restoration ecologist and site boundaries flagged before the contractor begins work as per the MP on Page 41.
 - ii. Prior to removal of nonnative species, the restoration ecologist will clearly identify (including flagging if needed) native plants to be protected and will meet on-site with the landscape contractor to review the species and their locations. If any native plants are damaged, as determined by the restoration ecologist, the contractor will be responsible for replacing the plants within the mitigation areas as per the MP on Page 43.
 - iii. The restoration ecologist will educate all participants in regard to mitigation goals and requirements, and will oversee protection of existing biological resources; nonnative plant removal; site preparation; planting and seeding; and maintenance, monitoring, and reporting as per the MP on Page 39.
 - iv. The project's restoration ecologist will identify native and nonnative vegetation on-site for the project's landscape contractor and will oversee removal of the exotic plants to verify native plants are protected (e.g., by flagging) as per the MP on Page 40.
 - v. The project's qualified restoration ecologist shall inspect all plants to be utilized in restoration, and their associated containers, for insect pests prior to installation, and shall reject for use at the restoration site all plants or containers with non-native or deleterious insect pests unless such plants or containers are treated by the contractor to eliminate the pest species and re-inspected to ensure eradication of the pest species as per the CDFW CM 3.4.

- vi. The restoration ecologist will lead preparation of the mitigation construction documents, if determined necessary by the City of San Diego. It is believed there is sufficient detail in the plan herein to direct successful nonnative plant removal and planting and seeding without supplemental construction documents. Since an automated irrigation system is not proposed in this mitigation plan, the need for preparation of irrigation construction plans is not expected as per the MP on Page 39.
 - vii. The Kleinfelder team will be responsible for the other monitoring responsibilities as listed in the MP regarding monitoring.
 - viii. The restoration ecologist will monitor the implementation phase to verify that initial removal of nonnative and invasive nonnative species, site preparation, and native planting and seeding are performed in accordance with the MP on Page 57.
- c. Plant Establishment Period (120-days post-installation)
- i. The restoration ecologist and City project manager will determine when the planting and seeding phase is successfully completed in the site. Completion of this phase will mark the beginning of the 120-day plant establishment period (PEP) within post-installation Year 1 as per the MP on Page 50.
- d. Qualitative (Horticultural) Monitoring
- i. Qualitative horticultural monitoring will focus on container plant health, seed germination rates, presence of native and nonnative species, any significant disease or pest problems, and any erosion problems. After planting and seeding, qualitative monitoring will be performed monthly during the first 120 days and every 2 months for the remainder of year 1; and quarterly during years 2, 3, 4, and 5. An important feature of this monitoring is to coordinate with the resident engineer, restoration ecologist, and contractor to exchange information, provide feedback, and agree on priority maintenance items and remedial measures, if needed, during different stages of the mitigation program as per the MP on Pages 57-58.
- e. Quantitative (Botanical) Monitoring
- i. Refer to Section 6.3 Botanical Monitoring of the MP, which describes methods and timing to be used: (1) Annual container plant survival counts = 1x/year in the summer; (2) point-intercept transects = 12 permanent, 50-m point-intercept transects to be monitored annually during late spring/early summer [May/June] for the 5-year maintenance and monitoring program. Also record list of additional species w/in 5-m belt along each 5-m transect to measure species richness and diversity using Simpson's Diversity Index. End of each vegetation transect also used as a permanent photo-documentation station to visually record restoration progress; and (3) diversity belt transects as per the MP on Pages 58-59.
- f. CRAM
- i. To be used to assess the ecological condition of each of the two mitigation sites during the 5-year maintenance and monitoring establishment period and track the progress of the mitigation areas toward attainment of the projected maximum post-

- restoration CRAM scores. In the case of this project, CRAM assessments will be conducted within four AAs, (three at the west site and one at the east site), consistent with the 2015 and 2016 pre-restoration CRAM surveys (Appendix B), and conducted at the mitigation sites at the end of post-installation Years 1, 3, and 5 as per the MP on Page 59.
- g. Special Status Species Concerns
 - i. Rails, Terns, Plovers
 - 1. MP: In accordance with the Project's Section 7 Consultation, if restoration/enhancement activities in an area potentially occupied by rails, terns, or plovers, are necessary between March 15 and September 15, a biologist with knowledge of rail, tern, and plover biology and ecology and approved by the Carlsbad Fish and Wildlife Office (CFWO) will survey for rails, terns, and plovers within the restoration/enhancement area, access paths to it, and other areas susceptible to disturbances by restoration/enhancement site maintenance. Surveys will consist of three visits separated by two weeks starting March 1 of each maintenance/monitoring year. Restoration work will be allowed to continue on the site during the survey period. However, if rails, terns, and/or plovers are found during any of the visits, the Project/Caltrans will notify and coordinate with the CFWO to identify measures to avoid and/or minimize effects to the rail, ten, and plover (e.g., nests and an appropriate buffer will be flagged by the biologist and avoided by the maintenance work) as per the MP on Page 41 and the USFWS CM 1.j.
 - ii. Salt-marsh bird's beak
 - 1. A CFWO-approved biologist familiar with salt marsh bird's-beak will conduct training sessions for each employee conducting restoration/enhancement activities within habitat occupied by the species. The training will include the following topics: identification of the species (including photographs), the species general ecology and host plants, and appropriate avoidance measures as per the MP on Page 41 and the USFWS CM 1.k.
 - iii. California lark, Belding's savannah sparrow, Northern harrier
 - 1. As detailed in the Mitigated Negative Declaration (City of San Diego 2012), additional pre-implementation surveys will be performed for California horned lark, Belding's savannah sparrow, and the Northern Harrier during their breeding seasons. If nesting birds are discovered, noise mitigation measures will be implemented as per the MP on Page 41.
 - iv. MBTA
 - 1. Before any ground disturbance or vegetation clearing between February 1 and September 15, a Migratory Bird Treaty Act nest survey will be performed to avoid impacts to any migratory avian species as per the MP on Page 41.
 - h. Performance Standards and Remedial Measures
 - i. Depending on the condition of a particular area of the mitigation project, different remedial measures or a combination of measures will be implemented. Appropriate

- measures will be determined by the restoration ecologist in consultation with the maintenance contractor, and reviewed by the City of San Diego project manager. Potential remedial measures may include replacement planting, additional seeding, increased treatment of nonnative species, adjustments to the irrigation approach and schedule, erosion repair, measures to prevent unauthorized access, and removal of trash as per the MP on Page 62.
- i. If the restoration ecologist, City project manager, and resource agencies (i.e., USACE, RWQCB, CDFW, CCC, and City DSD MMC) concur the mitigation areas have met their performance standards ahead of schedule, the maintenance and monitoring program may be discontinued prior to 5-years. Conversely, if performance standards have not been met after 5-years, maintenance and monitoring may be extended beyond 5 years, or until the standards are met as per the MP on Page 64. This potential additional work past 5-years is not part of this scope and fee because the level of effort is unknown.

Products/Deliverables

7. Mitigation sites

This covers both the revegetation and compensatory mitigation sites. No eelgrass mitigation site or monitoring of an eelgrass mitigation site is anticipated.

- a. Installation documentation letter report
 - i. Once installation has been successfully completed, as determined by the restoration ecologist and the City, the restoration ecologist will write an installation documentation letter report that will be provided to the City and resource agencies. This installation documentation letter report will detail any changes in the mitigation limits or planting or seeding (i.e., species and quantities) as compared to the planting and seeding specifications in this plan as per the MP on Page 57.
- b. Photo documentation
 - i. Progress of the project area will be documented with photographs. Permanent photographic viewpoints will be established during implementation with eight viewpoints, four in each mitigation area. Photographs from the same viewpoints will be taken each year in the early summer, concurrent with botanical monitoring. Additional permanent photographs will also be taken from the ends of all transects each year as per the MP on Page 60.
- c. Annual monitoring reports
 - i. **MND:** The restoration ecologist will prepare annual monitoring reports that will review horticultural and botanical monitoring results, CRAM functional assessment scores (during Years 1, 3, and 5), progress of the mitigation sites relative to the performance standards, and any recommended remedial measures or adaptive management measures. The annual reports will also include photographs from permanent viewpoints. Reports will be submitted to the City of San Diego MMC staff, a section of the Development Services Department (DSD) Land Development Review (LDR) Division), and the resource agencies (USACE, RWQCB, CDFW, and CCC). Annual reports will be submitted to the agencies by March of each year as per the MP on Page 61.

- ii. In order to meet varying reporting deadlines of agencies (see below), the annual report for the Compensatory Wetland Mitigation and Monitoring Plan shall be submitted to the City prior to the earliest agency -stipulated date i.e. December 1 of each year after plant establishment.
- iii. CDFW: Permittee shall submit annual reports by February 1st of each year for the compensatory mitigation site(s) beginning after the plants have been in the ground for an entire spring and summer, and continuing for five years or until the performance criteria described in the Wetland WMMP are achieved. Permittee with then request a final review of the site and written confirmation of success from CDFW as per the CDFW CM 4.1. Reports will include the following information:
 - 1. Description of the restoration activities, including revegetation and exotic species removal, and when these activities were conducted;
 - 2. Description of natural recruitment of native species on the site;
 - 3. Qualitative and quantitative monitoring data related to required performance standards;
 - 4. Weather conditions and response of restoration areas to changes in weather conditions;
 - 5. Observations of any state or federally listed threatened or endangered species, California species of special concern, or their sign on restoration areas;
 - 6. A table of general wildlife species using the site including reptiles, birds, mammals and invertebrates based on casual observation of those animals, their tracks, scat or other signs.
 - 7. Discussion of any problems encountered during restoration, and the remediation implemented, including weed control, trash removal, etc.
- iv. USFWS: Annual mitigation maintenance and monitoring reports will be submitted to the CFWO no later than December 1 of each year as per the USFWS CM 1.i.
- v. USACE: You shall submit monitoring reports for all compensatory mitigation sites as described in the final, approved mitigation plan by October 1 of each year following the construction of mitigation. To assure compensatory mitigation success, you shall monitor the mitigation area(s) for at least five (5) consecutive growing seasons after construction or until the Corps determines the final performance standards are met (monitoring shall be for a minimum of 5 years unless the Corps agrees earlier that success has been reached and maintained for a sufficient time period), or, if success is not demonstrated to the Corps satisfaction after the 5th year of monitoring, additional monitoring may be required by the Corps as determined at that time or higher number of years for habitats with long maturation rates per the mitigation plan. The monitoring period shall commence upon completion of the construction of the mitigation site(s). Additionally, you shall demonstrate continued success of the compensatory mitigation site(s), without human intervention, for at least two consecutive years during which interim and/or final performance standards are met.

The compensatory mitigation project will not be deemed successful until this criterion has been met as per the USACE SC 21.

- d. Report if don't meet performance measures
 - i. If the final performance standards are not met on schedule, the restoration ecologist will prepare an analysis of the cause(s), and, if determined necessary by the City and the resources agencies, propose remedial actions for review and approval as per the MP on Page 64.
- e. Final Report
 - i. The Kleinfelder team will submit the final report at the end of the 5th year to the MMC evaluating the success of the mitigation. The report shall make a determination of whether the requirements of the mitigation plan have been achieved. If the final report indicates that the mitigation has been in part, or whole, successful, the City shall be required to submit a revised or supplemental mitigation program to compensate for those portions of the original mitigation program which were not successful. At such time, the City must consult with the Development Services Department. The City understands that agreed upon remedial measures may result in extensions to the long-term maintenance and monitoring as per the MND on Pages 10-11.
 - ii. Once the mitigation sites have met their final performance standards (as documented in the final report for this project) and the restoration ecologist, the City DSD MMC, and the resource agencies concur with this determination (in writing via e-mail or letter), the scheduled 5-year maintenance and monitoring phase will be discontinued, and long-term maintenance and monitoring will commence as per the MP on Page. 65.
- f. Submission of a final monitoring report to the Executive Director at the end of the final monitoring period. The final report must be prepared by a qualified restoration ecologist. The report shall evaluate whether the restoration site conforms to the goals and success criteria set forth in the approved final restoration program as per the CCC SC 7.c.9.
- g. GIS Data
 - i. Within 60 days following completion of compensatory mitigation construction activities, if any deviations have occurred, you shall submit as-built GIS data (polygons only) accompanied by a narrative description listing and explaining each deviation as per the USACE SC 22.

PROPOSAL GENERAL / QUALITY ASSURANCE

- 1. The Kleinfelder team will provide and track a detailed line item budget as per the RFP on Page 77
- 2. The Kleinfelder team will provide and track a timeline (length of time in weeks, months, etc.) for anticipated completion of the task items as per the RFP on Page 77.

3. Proposal and timelines assumes two (2) rounds of revisions will be necessary for all documents as per the RFP on Page 77.
4. Participation in progress meetings as per the RFP on Page 78.
5. Submit electronic drafts of all items until authorized to print hardcopies. Unless otherwise noted, reports shall be submitted to the RE as per the RFP on Page 77.
6. GIS coverages/layers shall be provided to the City in a digital format compatible with ESRI ArcMap software. The habitat GIS data shall be georeferenced and assigned a coordinate system and use attribute standards that are consistent with City standards as per the RFP on Page 78.
7. If the consultant needs access on private property, City personnel shall accompany consultant. Otherwise, a letter will be provided by the City which states that the consultant is performing services for the City and would clarify contact information, etc. as per the RFP on Page 78.
8. Review and comment on Contractor's baseline and subsequent schedule updates as they relate to all environmental goals and objectives as per the RFP on Page 78.

CONTRACT ADMINISTRATION SUPPORT

Environmental monitoring consultant shall provide contract administration support throughout the construction of the West Mission Bay Drive Bridge as per the RFP on Page 78.

DELIVERABLES

Compliance verifications, reports, photos, and documentation as per the RFP on Page 78.

END OF SCOPE OF SERVICES

COMPENSATION AND FEE SCHEDULE

EXHIBIT B

KLEINFELDER CONSTRUCTION SERVICES, INC.

City of San Diego West Mission Bay Bridge Project

Construction Management for West Mission Bay Drive Bridge

PRIME CONSULTANT COSTS

13-Oct-17

Name/Job Title/Classification	Total Hours	Hourly Billing rate ¹²	Effective Date of Hourly Rate ^{7,12}		Total Cost
Hank Gentile, PE Principal In Charge (Exempt)		\$ 229.27	7/1/2017	6/30/2018	\$ -
		\$ 238.44	7/1/2018	6/30/2019	\$ -
		\$ 247.99	7/1/2019	6/30/2020	\$ -
		\$ 257.92	7/1/2020	6/30/2021	\$ -
		\$ 268.24	7/1/2021	6/30/2022	\$ -
Marc McIntyre, PE Technical Advisor (Exempt)		\$ 274.40	7/1/2017	6/30/2018	\$ -
		\$ 285.38	7/1/2018	6/30/2019	\$ -
		\$ 296.79	7/1/2019	6/30/2020	\$ -
		\$ 308.65	7/1/2020	6/30/2021	\$ -
Duff Joseph, PE Technical Advisor (Exempt)		\$ 320.99	7/1/2021	6/30/2022	\$ -
		\$ 215.57	7/1/2017	6/30/2018	\$ -
		\$ 224.19	7/1/2018	6/30/2019	\$ -
		\$ 233.16	7/1/2019	6/30/2020	\$ -
Rey Nocon, PE Consultant Project Manager (Exempt)		\$ 242.49	7/1/2020	6/30/2021	\$ -
		\$ 252.19	7/1/2021	6/30/2022	\$ -
	945	\$ 250.30	7/1/2017	6/30/2018	\$ 236,534.23
	1440	\$ 260.30	7/1/2018	6/30/2019	\$ 374,835.97
	1440	\$ 270.71	7/1/2019	6/30/2020	\$ 389,817.83
Colby Cushing, PE Assistant Structures Representative (Exempt)	1440	\$ 281.54	7/1/2020	6/30/2021	\$ 405,414.88
	480	\$ 292.80	7/1/2021	6/30/2022	\$ 140,542.38
		\$ 140.53	7/1/2017	6/30/2018	\$ -
		\$ 146.16	7/1/2018	6/30/2019	\$ -
		\$ 152.01	7/1/2019	6/30/2020	\$ -
Colby Cushing, PE Structures Inspector* (Exempt)		\$ 158.10	7/1/2020	6/30/2021	\$ -
		\$ 164.43	7/1/2021	6/30/2022	\$ -
	825	\$ 153.30	7/1/2017	6/30/2018	\$ 126,469.74
	1980	\$ 159.08	7/1/2018	6/30/2019	\$ 314,971.86
	1980	\$ 159.08	7/1/2019	6/30/2020	\$ 314,971.86
Dave Zanoni, PE Structures Inspector- Non Prevailing Wage (Exempt)	1980	\$ 158.10	7/1/2020	6/30/2021	\$ 313,031.28
	660	\$ 164.42	7/1/2021	6/30/2022	\$ 108,517.51
		\$ 155.16	7/1/2017	6/30/2018	\$ -
		\$ 161.36	7/1/2018	6/30/2019	\$ -
		\$ 167.82	7/1/2019	6/30/2020	\$ -
Dave Zanoni, PE Structures Inspector* (Exempt)		\$ 174.53	7/1/2020	6/30/2021	\$ -
		\$ 181.52	7/1/2021	6/30/2022	\$ -
	660	\$ 155.99	7/1/2017	6/30/2018	\$ 102,950.52
	1980	\$ 161.36	7/1/2018	6/30/2019	\$ 319,499.89
	1980	\$ 167.82	7/1/2019	6/30/2020	\$ 332,287.85
Dave Zanoni, PE Structures Inspector* (Exempt)	1980	\$ 174.53	7/1/2020	6/30/2021	\$ 345,573.39
	660	\$ 181.52	7/1/2021	6/30/2022	\$ 119,802.09

EXHIBIT B

KLEINFELDER CONSTRUCTION SERVICES, INC.

City of San Diego West Mission Bay Bridge Project

Construction Management for West Mission Bay Drive Bridge

PRIME CONSULTANT COSTS

13-Oct-17

Name/Job Title/Classification	Total Hours	Hourly Billing rate ¹²	Effective Date of Hourly Rate ^{7,12}		Total Cost
Jonathon Sipe, PE Structures Inspector - Non Prevailing Wage (Exempt)		\$ 143.52	7/1/2017	6/30/2018	\$ -
		\$ 149.25	7/1/2018	6/30/2019	\$ -
		\$ 155.23	7/1/2019	6/30/2020	\$ -
		\$ 161.44	7/1/2020	6/30/2021	\$ -
		\$ 167.90	7/1/2021	6/30/2022	\$ -
Jonathon Sipe, PE Structures Inspector* (Exempt)		\$ 155.71	7/1/2017	6/30/2018	\$ -
		\$ 161.49	7/1/2018	6/30/2019	\$ -
		\$ 161.49	7/1/2019	6/30/2020	\$ -
		\$ 161.44	7/1/2020	6/30/2021	\$ -
Scott Maloney Lead Assistant Resident Engineer (Non-Exempt)	990	\$ 154.55	7/1/2017	6/30/2018	\$ 153,007.66
	1980	\$ 160.74	7/1/2018	6/30/2019	\$ 318,255.93
	1980	\$ 167.17	7/1/2019	6/30/2020	\$ 330,994.13
	1980	\$ 173.85	7/1/2020	6/30/2021	\$ 344,229.91
	660	\$ 180.81	7/1/2021	6/30/2022	\$ 119,337.68
Jim Urbina Lead Civil Inspector/Utilities Coordinator - Non Prevailing Wage (Non-Exempt)		\$ 140.38	7/1/2017	6/30/2018	\$ -
		\$ 145.98	7/1/2018	6/30/2019	\$ -
		\$ 151.81	7/1/2019	6/30/2020	\$ -
		\$ 157.90	7/1/2020	6/30/2021	\$ -
		\$ 164.20	7/1/2021	6/30/2022	\$ -
Jim Urbina Lead Civil Inspector/Utilities Coordinator* (Non-Exempt)	200	\$ 152.62	7/1/2017	6/30/2018	\$ 30,523.63
	80	\$ 158.40	7/1/2018	6/30/2019	\$ 12,671.85
	0	\$ 158.40	7/1/2019	6/30/2020	\$ -
	0	\$ 157.90	7/1/2020	6/30/2021	\$ -
	0	\$ 164.20	7/1/2021	6/30/2022	\$ -
Civil Structures TBD Civil Inspector - Non Prevailing Wage (Non-Exempt)		\$ 146.23	7/1/2017	6/30/2018	\$ -
		\$ 152.09	7/1/2018	6/30/2019	\$ -
		\$ 158.17	7/1/2019	6/30/2020	\$ -
		\$ 164.50	7/1/2020	6/30/2021	\$ -
		\$ 171.09	7/1/2021	6/30/2022	\$ -
Civil Structures TBD Civil Inspector* (Non-Exempt)		\$ 148.52	7/1/2017	6/30/2018	\$ -
		\$ 154.30	7/1/2018	6/30/2019	\$ -
		\$ 158.17	7/1/2019	6/30/2020	\$ -
		\$ 164.50	7/1/2020	6/30/2021	\$ -
Leia Pugh, PE Office Engineer (Exempt)	990	\$ 131.28	7/1/2017	6/30/2018	\$ 129,969.43
	1980	\$ 136.53	7/1/2018	6/30/2019	\$ 270,338.41
	1980	\$ 141.99	7/1/2019	6/30/2020	\$ 281,136.02
	1980	\$ 147.67	7/1/2020	6/30/2021	\$ 292,381.46
	490	\$ 153.57	7/1/2021	6/30/2022	\$ 75,250.82

EXHIBIT B

KLEINFELDER CONSTRUCTION SERVICES, INC.

City of San Diego West Mission Bay Bridge Project

Construction Management for West Mission Bay Drive Bridge

PRIME CONSULTANT COSTS

13-Oct-17

Name/Job Title/Classification	Total Hours	Hourly Billing rate ¹²	Effective Date of Hourly Rate ^{7,12}		Total Cost
Bart Switzer Landscape/SWPPP Inspector - Non PW (Non-Exempt)		\$ 127.79	7/1/2017	6/30/2018	\$ -
		\$ 132.89	7/1/2018	6/30/2019	\$ -
		\$ 138.22	7/1/2019	6/30/2020	\$ -
		\$ 143.75	7/1/2020	6/30/2021	\$ -
		\$ 149.50	7/1/2021	6/30/2022	\$ -
Bart Switzer Landscape/SWPPP Inspector - PW* (Non-Exempt)		\$ 153.57	7/1/2017	6/30/2018	\$ -
		\$ 159.35	7/1/2018	6/30/2019	\$ -
		\$ 159.35	7/1/2019	6/30/2020	\$ -
		\$ 159.35	7/1/2020	6/30/2021	\$ -
		\$ 159.35	7/1/2021	6/30/2022	\$ -
Mark Plotnikiewicz, PE Schedule Engineer (Exempt)	144	\$ 187.27	7/1/2017	6/30/2018	\$ 26,967.35
	144	\$ 194.76	7/1/2018	6/30/2019	\$ 28,045.75
	144	\$ 202.55	7/1/2019	6/30/2020	\$ 29,167.58
	324	\$ 210.64	7/1/2020	6/30/2021	\$ 68,248.88
	160	\$ 219.06	7/1/2021	6/30/2022	\$ 35,050.15
Gary Elliot Electrical Inspector - Non PW (Non-Exempt)		\$ 147.64	7/1/2017	6/30/2018	\$ -
		\$ 153.55	7/1/2018	6/30/2019	\$ -
		\$ 159.68	7/1/2019	6/30/2020	\$ -
		\$ 166.06	7/1/2020	6/30/2021	\$ -
		\$ 172.70	7/1/2021	6/30/2022	\$ -
Gary Elliot Electrical Inspector* - PW (Non-Exempt)		\$ 150.08	7/1/2017	6/30/2018	\$ -
		\$ 155.86	7/1/2018	6/30/2019	\$ -
		\$ 159.68	7/1/2019	6/30/2020	\$ -
		\$ 166.06	7/1/2020	6/30/2021	\$ -
		\$ 172.70	7/1/2021	6/30/2022	\$ -
Dave Kelsey, CWI Source/Welding Inspector (Non-Exempt)		\$ 149.85	7/1/2017	6/30/2018	\$ -
		\$ 155.86	7/1/2018	6/30/2019	\$ -
		\$ 162.09	7/1/2019	6/30/2020	\$ -
		\$ 168.58	7/1/2020	6/30/2021	\$ -
		\$ 175.31	7/1/2021	6/30/2022	\$ -
Dave Kelsey, CWI Source/Welding Inspector (Non-Exempt)		\$ 149.85	7/1/2017	6/30/2018	\$ -
		\$ 155.86	7/1/2018	6/30/2019	\$ -
		\$ 162.09	7/1/2019	6/30/2020	\$ -
		\$ 168.58	7/1/2020	6/30/2021	\$ -
		\$ 175.31	7/1/2021	6/30/2022	\$ -

EXHIBIT B

KLEINFELDER CONSTRUCTION SERVICES, INC.

City of San Diego West Mission Bay Bridge Project**Construction Management for West Mission Bay Drive Bridge****PRIME CONSULTANT COSTS**

13-Oct-17

Name/Job Title/Classification	Total Hours	Hourly Billing rate ¹²	Effective Date of Hourly Rate ^{7,12}		Total Cost
Michalle Beringhaus Project Administrator/LCMS (Exempt)	36	\$ 115.20	7/1/2017	6/30/2018	\$ 4,147.15
	72	\$ 119.80	7/1/2018	6/30/2019	\$ 8,625.43
	72	\$ 124.60	7/1/2019	6/30/2020	\$ 8,971.02
	72	\$ 129.57	7/1/2020	6/30/2021	\$ 9,329.28
	168	\$ 134.75	7/1/2021	6/30/2022	\$ 22,638.05

37056**\$ 6,544,508.85**

OTHER DIRECT COSTS

\$ 456,355.01**SUBTOTAL****\$ 7,000,863.86****SUBCONSULTANT COSTS**

KLEINFELDER, INC.	\$ 388,073.27
ANALYZER INC.	\$ -
COAST SURVEYING	\$ 862,954.72
TIERRA DATA	\$ 1,333,536.60
DHS	

SUBTOTAL**\$ 2,584,564.60****TOTAL AMOUNT****\$ 9,585,428.45**

COST PROPOSAL - LABOR & OTHER DIRECT COST SUMMARY

City of San Diego West Mission Bay Bridge Project

LAPM Exhibit 10-H, Example 2 for Construction Management

Consultant or Subconsultant: **Kleinfelder Construction Services, Inc.**

Contract No. H176823A

Date: 13-Oct-17

Fringe Benefit % (below)
(=0% if included in OH)
47.24%

+ Overhead % (below)
81.22%

+ General Admin % (below)
(=0% if included in OH)
0.00%

= Combined Indirect Cost Rate (ICR) %
128.46%
FEE % = 10.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ¹²			Effective date of hourly rate ^{7,12}		Actual or Avg. hourly rate ¹²	% or \$ increase ¹²	Hourly range for classifications only
	Straight	OT (1.5X)	OT (2X)	From	To			
Hank Gentile, PE Principal In Charge (Exempt)	\$ 229.27	\$ 229.27	\$ 229.27	7/1/2017	6/30/2018	\$ 91.23	0.0%	Not Applicable
	\$ 238.44	\$ 238.44	\$ 238.44	7/1/2018	6/30/2019	\$ 94.88	4.0%	
	\$ 247.99	\$ 247.99	\$ 247.99	7/1/2019	6/30/2020	\$ 98.68	4.0%	
	\$ 257.92	\$ 257.92	\$ 257.92	7/1/2020	6/30/2021	\$ 102.63	4.0%	
Marc McIntyre, PE Technical Advisor (Exempt)	\$ 268.24	\$ 268.24	\$ 268.24	7/1/2021	6/30/2022	\$ 106.74	4.0%	Not Applicable
	\$ 274.40	\$ 274.40	\$ 274.40	7/1/2017	6/30/2018	\$ 109.19	4.0%	
	\$ 285.38	\$ 285.38	\$ 285.38	7/1/2018	6/30/2019	\$ 113.56	4.0%	
	\$ 296.79	\$ 296.79	\$ 296.79	7/1/2019	6/30/2020	\$ 118.10	4.0%	
Duff Joseph, PE Technical Advisor (Exempt)	\$ 308.65	\$ 308.65	\$ 308.65	7/1/2020	6/30/2021	\$ 122.82	4.0%	Not Applicable
	\$ 320.99	\$ 320.99	\$ 320.99	7/1/2021	6/30/2022	\$ 127.73	4.0%	
	\$ 215.57	\$ 215.57	\$ 215.57	7/1/2017	6/30/2018	\$ 85.78	4.0%	
	\$ 224.19	\$ 224.19	\$ 224.19	7/1/2018	6/30/2019	\$ 89.21	4.0%	
Rey Nocon, PE Consultant Project Manager (Exempt)	\$ 233.16	\$ 233.16	\$ 233.16	7/1/2019	6/30/2020	\$ 92.78	4.0%	Not Applicable
	\$ 242.49	\$ 242.49	\$ 242.49	7/1/2020	6/30/2021	\$ 96.49	4.0%	
	\$ 252.19	\$ 252.19	\$ 252.19	7/1/2021	6/30/2022	\$ 100.35	4.0%	
	\$ 250.30	\$ 250.30	\$ 250.30	7/1/2017	6/30/2018	\$ 99.60	4.0%	
Colby Cushing, PE Assistant Structures Representative (Exempt)	\$ 260.30	\$ 260.30	\$ 260.30	7/1/2018	6/30/2019	\$ 103.58	4.0%	Not Applicable
	\$ 270.71	\$ 270.71	\$ 270.71	7/1/2019	6/30/2020	\$ 107.72	4.0%	
	\$ 281.54	\$ 281.54	\$ 281.54	7/1/2020	6/30/2021	\$ 112.03	4.0%	
	\$ 292.80	\$ 292.80	\$ 292.80	7/1/2021	6/30/2022	\$ 116.51	4.0%	
Colby Cushing, PE Structures Inspector* (Exempt)	\$ 140.53	\$ 140.53	\$ 140.53	7/1/2017	6/30/2018	\$ 55.92	4.0%	Not Applicable
	\$ 146.16	\$ 146.16	\$ 146.16	7/1/2018	6/30/2019	\$ 58.16	4.0%	
	\$ 152.01	\$ 152.01	\$ 152.01	7/1/2019	6/30/2020	\$ 60.49	4.0%	
	\$ 158.10	\$ 158.10	\$ 158.10	7/1/2020	6/30/2021	\$ 62.91	4.0%	
Dave Zononi, PE Structures Inspector- Non Prevailing Wage (Exempt)	\$ 164.43	\$ 164.43	\$ 164.43	7/1/2021	6/30/2022	\$ 65.43	4.0%	Not Applicable
	\$ 153.30	\$ 238.75	\$ 297.45	7/1/2017	6/30/2018	\$ 61.00	4.0%	
	\$ 159.08	\$ 247.42	\$ 309.01	7/1/2018	6/30/2019	\$ 63.30	4.0%	
	\$ 159.08	\$ 247.42	\$ 309.01	7/1/2019	6/30/2020	\$ 63.30	4.0%	
Jonathon Sipe, PE Structures Inspector - Non Prevailing Wage (Exempt)	\$ 158.10	\$ 247.42	\$ 309.01	7/1/2020	6/30/2021	\$ 62.91	4.0%	Not Applicable
	\$ 164.42	\$ 247.42	\$ 309.01	7/1/2021	6/30/2022	\$ 65.43	4.0%	
	\$ 155.16	\$ 155.16	\$ 155.16	7/1/2017	6/30/2018	\$ 61.74	4.0%	
	\$ 161.36	\$ 161.36	\$ 161.36	7/1/2018	6/30/2019	\$ 64.21	4.0%	
Dave Zononi, PE Structures Inspector* (Exempt)	\$ 167.82	\$ 167.82	\$ 167.82	7/1/2019	6/30/2020	\$ 66.78	4.0%	Not Applicable
	\$ 174.53	\$ 174.53	\$ 174.53	7/1/2020	6/30/2021	\$ 69.45	4.0%	
	\$ 181.52	\$ 181.52	\$ 181.52	7/1/2021	6/30/2022	\$ 72.23	4.0%	
	\$ 155.99	\$ 238.75	\$ 297.45	7/1/2017	6/30/2018	\$ 62.07	4.0%	
Jonathon Sipe, PE Structures Inspector* (Exempt)	\$ 161.36	\$ 247.42	\$ 309.01	7/1/2018	6/30/2019	\$ 64.21	4.0%	Not Applicable
	\$ 167.82	\$ 247.42	\$ 309.01	7/1/2019	6/30/2020	\$ 66.78	4.0%	
	\$ 174.53	\$ 247.42	\$ 309.01	7/1/2020	6/30/2021	\$ 69.45	4.0%	
	\$ 181.52	\$ 247.42	\$ 309.01	7/1/2021	6/30/2022	\$ 72.23	4.0%	
Jonathon Sipe, PE Structures Inspector - Non Prevailing Wage (Exempt)	\$ 143.52	\$ 143.52	\$ 143.52	7/1/2017	6/30/2018	\$ 57.11	4.0%	Not Applicable
	\$ 149.25	\$ 149.25	\$ 149.25	7/1/2018	6/30/2019	\$ 59.39	4.0%	
	\$ 155.23	\$ 155.23	\$ 155.23	7/1/2019	6/30/2020	\$ 61.77	4.0%	
	\$ 161.44	\$ 161.44	\$ 161.44	7/1/2020	6/30/2021	\$ 64.24	4.0%	
Jonathon Sipe, PE Structures Inspector* (Exempt)	\$ 167.90	\$ 167.90	\$ 167.90	7/1/2021	6/30/2022	\$ 66.81	4.0%	Not Applicable
	\$ 155.71	\$ 239.13	\$ 297.82	7/1/2017	6/30/2018	\$ 61.96	4.0%	
	\$ 161.49	\$ 247.80	\$ 309.38	7/1/2018	6/30/2019	\$ 64.26	4.0%	
	\$ 161.49	\$ 247.80	\$ 309.38	7/1/2019	6/30/2020	\$ 64.26	4.0%	
Scott Maloney Lead Assistant Resident Engineer (Non-Exempt)	\$ 161.44	\$ 247.42	\$ 309.01	7/1/2020	6/30/2021	\$ 64.24	4.0%	Not Applicable
	\$ 167.90	\$ 247.42	\$ 309.01	7/1/2021	6/30/2022	\$ 66.81	4.0%	
	\$ 154.55	\$ 154.55	\$ 154.55	7/1/2017	6/30/2018	\$ 61.50	4.0%	
	\$ 160.74	\$ 160.74	\$ 160.74	7/1/2018	6/30/2019	\$ 63.96	4.0%	
Jonathon Sipe, PE Structures Inspector* (Exempt)	\$ 167.17	\$ 167.17	\$ 167.17	7/1/2019	6/30/2020	\$ 66.52	4.0%	Not Applicable
	\$ 173.85	\$ 173.85	\$ 173.85	7/1/2020	6/30/2021	\$ 69.18	4.0%	
	\$ 180.81	\$ 180.81	\$ 180.81	7/1/2021	6/30/2022	\$ 71.95	4.0%	
	\$ 167.90	\$ 167.90	\$ 167.90	7/1/2021	6/30/2022	\$ 66.81	4.0%	

COST PROPOSAL - LABOR & OTHER DIRECT COST SUMMARY

City of San Diego West Mission Bay Bridge Project

LAPM Exhibit 10-H, Example 2 for Construction Management

Consultant or Subconsultant: **Kleinfelder Construction Services, Inc.** Contract No.: **H176823A**

Date: **13-Oct-17**

Fringe Benefit % (below) + Overhead % (below) + General Admin % (below) = Combined Indirect Cost Rate (ICR) %
 (=0% if included in OH) (=0% if included in OH)
 47.24% 81.22% 0.00% 128.46%
 FEE % = 10.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ¹²			Effective date of hourly rate ^{7,12}		Actual or Avg. hourly rate ¹²	% or \$ increase ¹²	Hourly range for classifications only
	Straight	OT (1.5X)	OT (2X)	From	To			
Jim Urbina Lead Civil Inspector/Utilities Coordinator - Non Prevailing Wage (Non-Exempt)	\$ 140.38	\$ 210.57	\$ 280.76	7/1/2017	6/30/2018	\$ 55.86	4.0%	Not Applicable
	\$ 145.98	\$ 218.98	\$ 291.97	7/1/2018	6/30/2019	\$ 58.09	4.0%	
	\$ 151.81	\$ 227.72	\$ 303.63	7/1/2019	6/30/2020	\$ 60.41	4.0%	
	\$ 157.90	\$ 236.84	\$ 315.79	7/1/2020	6/30/2021	\$ 62.83	4.0%	
	\$ 164.20	\$ 246.31	\$ 328.41	7/1/2021	6/30/2022	\$ 65.34	4.0%	
Jim Urbina Lead Civil Inspector/Utilities Coordinator* (Non-Exempt)	\$ 152.62	\$ 239.13	\$ 297.82	7/1/2017	6/30/2018	\$ 60.73	4.0%	Not Applicable
	\$ 158.40	\$ 247.80	\$ 309.38	7/1/2018	6/30/2019	\$ 63.03	4.0%	
	\$ 158.40	\$ 247.80	\$ 309.38	7/1/2019	6/30/2020	\$ 63.03	4.0%	
	\$ 157.90	\$ 247.42	\$ 309.01	7/1/2020	6/30/2021	\$ 62.83	4.0%	
	\$ 164.20	\$ 247.42	\$ 309.01	7/1/2021	6/30/2022	\$ 65.34	4.0%	
Roger Morris Civil Inspector - Non Prevailing Wage (Non-Exempt)	\$ 146.23	\$ 219.35	\$ 292.47	7/1/2017	6/30/2018	\$ 58.19	4.0%	Not Applicable
	\$ 152.09	\$ 228.14	\$ 304.18	7/1/2018	6/30/2019	\$ 60.52	4.0%	
	\$ 158.17	\$ 237.26	\$ 316.34	7/1/2019	6/30/2020	\$ 62.94	4.0%	
	\$ 164.50	\$ 246.76	\$ 329.01	7/1/2020	6/30/2021	\$ 65.46	4.0%	
	\$ 171.09	\$ 256.63	\$ 342.18	7/1/2021	6/30/2022	\$ 68.08	4.0%	
Roger Morris Civil Inspector* (Non-Exempt)	\$ 148.52	\$ 239.13	\$ 297.82	7/1/2017	6/30/2018	\$ 59.10	4.0%	Not Applicable
	\$ 154.30	\$ 247.80	\$ 309.38	7/1/2018	6/30/2019	\$ 61.40	4.0%	
	\$ 158.17	\$ 247.80	\$ 309.38	7/1/2019	6/30/2020	\$ 62.94	4.0%	
	\$ 164.50	\$ 247.42	\$ 309.01	7/1/2020	6/30/2021	\$ 65.46	4.0%	
	\$ 171.09	\$ 247.42	\$ 309.01	7/1/2021	6/30/2022	\$ 68.08	4.0%	
Leia Pugh, PE Office Engineer (Exempt)	\$ 131.28	\$ 131.28	\$ 131.28	7/1/2017	6/30/2018	\$ 52.24	4.0%	Not Applicable
	\$ 136.53	\$ 136.53	\$ 136.53	7/1/2018	6/30/2019	\$ 54.33	4.0%	
	\$ 141.99	\$ 141.99	\$ 141.99	7/1/2019	6/30/2020	\$ 56.50	4.0%	
	\$ 147.67	\$ 147.67	\$ 147.67	7/1/2020	6/30/2021	\$ 58.76	4.0%	
	\$ 153.57	\$ 153.57	\$ 153.57	7/1/2021	6/30/2022	\$ 61.11	4.0%	
Bart Switzer Landscape/SWPPP Inspector (Non-Exempt)	\$ 127.79	\$ 191.68	\$ 255.58	7/1/2017	6/30/2018	\$ 50.85	4.0%	Not Applicable
	\$ 132.89	\$ 199.34	\$ 265.78	7/1/2018	6/30/2019	\$ 52.88	4.0%	
	\$ 138.22	\$ 207.33	\$ 276.44	7/1/2019	6/30/2020	\$ 55.00	4.0%	
	\$ 143.75	\$ 215.62	\$ 287.49	7/1/2020	6/30/2021	\$ 57.20	4.0%	
	\$ 149.50	\$ 224.25	\$ 299.00	7/1/2021	6/30/2022	\$ 59.49	4.0%	
Bart Switzer Landscape/SWPPP Inspector (Non-Exempt)	\$ 153.57	\$ 239.13	\$ 297.82	7/1/2017	6/30/2018	\$ 61.11	4.0%	Not Applicable
	\$ 159.35	\$ 247.80	\$ 309.38	7/1/2018	6/30/2019	\$ 63.41	4.0%	
	\$ 159.35	\$ 247.80	\$ 309.38	7/1/2019	6/30/2020	\$ 63.41	4.0%	
	\$ 159.35	\$ 247.42	\$ 309.01	7/1/2020	6/30/2021	\$ 63.41	4.0%	
	\$ 159.35	\$ 247.42	\$ 309.01	7/1/2021	6/30/2022	\$ 63.41	4.0%	
Mark Plotnikiewicz, PE Schedule Engineer (Exempt)	\$ 187.27	\$ 187.27	\$ 187.27	7/1/2017	6/30/2018	\$ 74.52	4.0%	Not Applicable
	\$ 194.76	\$ 194.76	\$ 194.76	7/1/2018	6/30/2019	\$ 77.50	4.0%	
	\$ 202.55	\$ 202.55	\$ 202.55	7/1/2019	6/30/2020	\$ 80.60	4.0%	
	\$ 210.64	\$ 210.64	\$ 210.64	7/1/2020	6/30/2021	\$ 83.82	4.0%	
	\$ 219.06	\$ 219.06	\$ 219.06	7/1/2021	6/30/2022	\$ 87.17	4.0%	
Gary Elliot Electrical Inspector (Non-Exempt)	\$ 147.64	\$ 221.46	\$ 295.28	7/1/2017	6/30/2018	\$ 58.75	4.0%	Not Applicable
	\$ 153.55	\$ 230.32	\$ 307.10	7/1/2018	6/30/2019	\$ 61.10	4.0%	
	\$ 159.68	\$ 239.52	\$ 319.36	7/1/2019	6/30/2020	\$ 63.54	4.0%	
	\$ 166.06	\$ 249.09	\$ 332.13	7/1/2020	6/30/2021	\$ 66.08	4.0%	
	\$ 172.70	\$ 259.05	\$ 345.39	7/1/2021	6/30/2022	\$ 68.72	4.0%	
Gary Elliot Electrical Inspector (Non-Exempt)	\$ 150.08	\$ 239.13	\$ 297.82	7/1/2017	6/30/2018	\$ 59.72	4.0%	Not Applicable
	\$ 155.86	\$ 247.80	\$ 309.38	7/1/2018	6/30/2019	\$ 62.02	4.0%	
	\$ 159.68	\$ 247.80	\$ 309.38	7/1/2019	6/30/2020	\$ 63.54	4.0%	
	\$ 166.06	\$ 247.42	\$ 309.01	7/1/2020	6/30/2021	\$ 66.08	4.0%	
	\$ 172.70	\$ 247.42	\$ 309.01	7/1/2021	6/30/2022	\$ 68.72	4.0%	
Dave Kelsey, CWI Source/Welding Inspector (Non-Exempt)	\$ 149.85	\$ 224.78	\$ 299.71	7/1/2017	6/30/2018	\$ 59.63	4.0%	Not Applicable
	\$ 155.86	\$ 233.79	\$ 311.72	7/1/2018	6/30/2019	\$ 62.02	4.0%	
	\$ 162.09	\$ 243.14	\$ 324.18	7/1/2019	6/30/2020	\$ 64.50	4.0%	
	\$ 168.58	\$ 252.86	\$ 337.15	7/1/2020	6/30/2021	\$ 67.08	4.0%	
	\$ 175.31	\$ 262.97	\$ 350.62	7/1/2021	6/30/2022	\$ 69.76	4.0%	

COST PROPOSAL - LABOR & OTHER DIRECT COST SUMMARY

City of San Diego West Mission Bay Bridge Project

LAPM Exhibit 10-H, Example 2 for Construction Management

Consultant or Subconsultant: Kleinfelder Construction Services, Inc. Contract No.: H176823A

Date: 13-Oct-17

Fringe Benefit % (below) + Overhead % (below) + General Admin % (below) = Combined Indirect Cost Rate (ICR) %
 (=0% if included in OH) 47.24% 81.22% 0.00% 128.46%
 FEE % = 10.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ¹²			Effective date of hourly rate ^{7,12}		Actual or Avg. hourly rate ¹²	% or \$ increase ¹²	Hourly range for classifications only
	Straight	OT (1.5X)	OT (2X)	From	To			
Dave Kelsey, CWI Source/Welding Inspector (Non-Exempt)	\$ 149.85	\$ 239.13	\$ 297.82	7/1/2017	6/30/2018	\$ 59.63	4.0%	Not Applicable
	\$ 155.86	\$ 247.80	\$ 309.38	7/1/2018	6/30/2019	\$ 62.02	4.0%	
	\$ 162.09	\$ 247.80	\$ 309.38	7/1/2019	6/30/2020	\$ 64.50	4.0%	
	\$ 168.58	\$ 247.42	\$ 309.01	7/1/2020	6/30/2021	\$ 67.08	4.0%	
	\$ 175.31	\$ 247.42	\$ 309.01	7/1/2021	6/30/2022	\$ 69.76	4.0%	
Michalle Beringhaus Project Administrator/LCMS (Exempt)	\$ 115.20	\$ 115.20	\$ 115.20	7/1/2017	6/30/2018	\$ 45.84	4.0%	Not Applicable
	\$ 119.80	\$ 119.80	\$ 119.80	7/1/2018	6/30/2019	\$ 47.67	4.0%	
	\$ 124.60	\$ 124.60	\$ 129.57	7/1/2019	6/30/2020	\$ 49.58	4.0%	
	\$ 129.57	\$ 129.57	\$ 134.75	7/1/2020	6/30/2021	\$ 51.56	4.0%	
	\$ 134.75	\$ 134.75	\$ 269.50	7/1/2021	6/30/2022	\$ 53.62	4.0%	

Notes: - Denote all employees subject to prevailing wage with an asterick (*)
 - For "Other Direct Cost" listing, see ODC Listing by Firm Detail

EXHIBIT B

Kleinfelder, Inc.

City of San Diego West Mission Bay Bridge Project

Construction Management for West Mission Bay Drive Bridge

SUBCONSULTANT COSTS

13-Oct-17

Name/Job Title/Classification	Total Hours	Hourly Billing rate ¹²	Effective Date of Hourly Rate ¹²		Total Cost
James Stiad, PE, GE Lead Materials Engineer (Exempt)	24	\$ 179.67	7/1/2017	6/30/2018	\$ 4,312.15
	16	\$ 186.85	7/1/2018	6/30/2019	\$ 2,989.63
	16	\$ 194.33	7/1/2019	6/30/2020	\$ 3,109.23
	8	\$ 202.10	7/1/2020	6/30/2021	\$ 1,616.79
	0	\$ 210.20	7/1/2021	6/30/2022	\$ -
Robert McQuain Field Materials Tester* (Non-Exempt)	40	\$ 187.42	7/1/2017	6/30/2018	\$ 7,496.61
	80	\$ 194.24	7/1/2018	6/30/2019	\$ 15,539.03
	80	\$ 194.24	7/1/2019	6/30/2020	\$ 15,539.03
	40	\$ 194.24	7/1/2020	6/30/2021	\$ 7,769.52
	0	\$ 194.24	7/1/2021	6/30/2022	\$ -
Robert Motschall Generalist PM (Exempt)	240	\$ 253.86	7/1/2017	6/30/2018	\$ 60,926.87
	248	\$ 264.01	7/1/2018	6/30/2019	\$ 65,473.72
	52	\$ 274.57	7/1/2019	6/30/2020	\$ 14,277.49
	24	\$ 285.54	7/1/2020	6/30/2021	\$ 6,853.03
	16	\$ 296.96	7/1/2021	6/30/2022	\$ 4,751.41
Kristina Toan Generalist Scientist (Exempt)	64	\$ 102.10	7/1/2017	6/30/2018	\$ 6,534.56
	32	\$ 106.20	7/1/2018	6/30/2019	\$ 3,398.27
	104	\$ 110.44	7/1/2019	6/30/2020	\$ 11,485.55
	96	\$ 114.86	7/1/2020	6/30/2021	\$ 11,026.35
	32	\$ 119.46	7/1/2021	6/30/2022	\$ 3,822.58
Emily Pacholski Generalist Scientist (Exempt)	96	\$ 75.61	7/1/2017	6/30/2018	\$ 7,258.83
	128	\$ 78.64	7/1/2018	6/30/2019	\$ 10,065.72
	76	\$ 81.78	7/1/2019	6/30/2020	\$ 6,215.49
	48	\$ 85.05	7/1/2020	6/30/2021	\$ 4,082.20
	112	\$ 88.46	7/1/2021	6/30/2022	\$ 9,907.20

1672	\$ 284,451.27
Other Direct Costs	\$ 103,622.00
Subtotal	\$388,073.27

COST PROPOSAL - LABOR & OTHER DIRECT COST SUMMARY

City of San Diego West Mission Bay Bridge Project
LAPM Exhibit 10-H, Example 2 for Construction Management

Consultant or Subconsultant: Kleinfelder, Inc. Contract No.: H176823A Date: 13-Oct-17

Fringe Benefit % (below) + Overhead % (below) + General Admin % (below) = Combined Indirect Cost Rate (ICR) %
 (=0% if included in OH) (=0% if included in OH) (=0% if included in OH)
61.84% **107.83%** **0.00%** **169.67%**
 FEE % = **10.00%**

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ¹²			Effective date of hourly rate ¹²		Actual or Avg. hourly rate ¹²	% or \$ increase ¹²	Hourly range for classifications only
	Straight	OT (1.5X)	OT (2X)	From	To			
James Stiadly, PE, GE Lead Materials Engineer (Exempt)	\$ 179.67	\$ 179.67	\$ 179.67	7/1/2017	6/30/2018	\$ 60.57	4.0%	Not Applicable
	\$ 186.85	\$ 186.85	\$ 186.85	7/1/2018	6/30/2019	\$ 62.99	4.0%	
	\$ 194.33	\$ 194.33	\$ 194.33	7/1/2019	6/30/2020	\$ 65.51	4.0%	
	\$ 202.10	\$ 202.10	\$ 202.10	7/1/2020	6/30/2021	\$ 68.13	4.0%	
	\$ 210.20	\$ 210.20	\$ 210.20	7/1/2021	6/30/2022	\$ 70.86	4.0%	
Robert McQuain Field Materials Tester* (Non-Exempt)	\$ 187.42	\$ 281.12	\$ 374.83	7/1/2017	6/30/2018	\$ 63.18	4.0%	Note
	\$ 194.24	\$ 291.36	\$ 388.48	7/1/2018	6/30/2019	\$ 65.48	4.0%	
	\$ 194.24	\$ 291.36	\$ 388.48	7/1/2019	6/30/2020	\$ 65.48	4.0%	
	\$ 194.24	\$ 291.36	\$ 388.48	7/1/2020	6/30/2021	\$ 65.48	4.0%	
	\$ 194.24	\$ 291.36	\$ 582.71	7/1/2021	6/30/2022	\$ 65.48	4.0%	
Robert Motschall Generalist PM (Exempt)	\$ 253.86	\$ 253.86	\$ 253.86	7/1/2017	6/30/2018	\$ 85.58	4.0%	Note
	\$ 264.01	\$ 264.01	\$ 264.01	7/1/2018	6/30/2019	\$ 89.00	4.0%	
	\$ 274.57	\$ 274.57	\$ 274.57	7/1/2019	6/30/2020	\$ 92.56	4.0%	
	\$ 285.54	\$ 285.54	\$ 285.54	7/1/2020	6/30/2021	\$ 96.26	4.0%	
	\$ 296.96	\$ 296.96	\$ 296.96	7/1/2021	6/30/2022	\$ 100.11	4.0%	
Kristina Toan Generalist Scientist (Exempt)	\$ 102.10	\$ 102.10	\$ 102.10	7/1/2017	6/30/2018	\$ 34.42	4.0%	Note
	\$ 106.20	\$ 106.20	\$ 106.20	7/1/2018	6/30/2019	\$ 35.80	4.0%	
	\$ 110.44	\$ 110.44	\$ 110.44	7/1/2019	6/30/2020	\$ 37.23	4.0%	
	\$ 114.86	\$ 114.86	\$ 114.86	7/1/2020	6/30/2021	\$ 38.72	4.0%	
	\$ 119.46	\$ 119.46	\$ 119.46	7/1/2021	6/30/2022	\$ 40.27	4.0%	
Emily Pacholski Generalist Scientist (Exempt)	\$ 75.61	\$ 75.61	\$ 75.61	7/1/2017	6/30/2018	\$ 25.49	4.0%	Note
	\$ 78.64	\$ 78.64	\$ 78.64	7/1/2018	6/30/2019	\$ 26.51	4.0%	
	\$ 81.78	\$ 81.78	\$ 81.78	7/1/2019	6/30/2020	\$ 27.57	4.0%	
	\$ 85.05	\$ 85.05	\$ 85.05	7/1/2020	6/30/2021	\$ 28.67	4.0%	
	\$ 88.46	\$ 88.46	\$ 88.46	7/1/2021	6/30/2022	\$ 29.82	4.0%	

Notes: - Denote all employees subject to prevailing wage with an asterisk (*)
 - For "Other Direct Cost" listing, see ODC Listing by Firm Detail

EXHIBIT B

Coast Surveying

City of San Diego West Mission Bay Bridge Project

Construction Management for West Mission Bay Drive Bridge

SUBCONSULTANT COSTS

13-Oct-17

Name/Job Title/Classification	Total Hours	Hourly Billing rate ¹²	Effective Date of Hourly Rate ^{7,12}		Total Cost
Nick Coates, PLS Survey Project Manager (Non-Exempt)		\$ 144.94	7/1/2017	6/30/2018	\$ -
		\$ 150.74	7/1/2018	6/30/2019	\$ -
		\$ 156.77	7/1/2019	6/30/2020	\$ -
		\$ 163.03	7/1/2020	6/30/2021	\$ -
		\$ 169.55	7/1/2021	6/30/2022	\$ -
Ken Kasbohm, PLS Project Surveyor* (Non-Exempt)	192	\$ 140.95	7/1/2017	6/30/2018	\$ 27,062.94
	192	\$ 146.60	7/1/2018	6/30/2019	\$ 28,146.26
	192	\$ 152.47	7/1/2019	6/30/2020	\$ 29,274.29
	192	\$ 158.58	7/1/2020	6/30/2021	\$ 30,447.05
	80	\$ 164.92	7/1/2021	6/30/2022	\$ 13,193.56
Victor Banuelos Survey Party Chief* (Non-Exempt)	256	\$ 120.89	7/1/2017	6/30/2018	\$ 30,948.95
	768	\$ 125.73	7/1/2018	6/30/2019	\$ 96,563.92
	768	\$ 130.76	7/1/2019	6/30/2020	\$ 100,420.12
	768	\$ 135.98	7/1/2020	6/30/2021	\$ 104,435.33
	192	\$ 141.42	7/1/2021	6/30/2022	\$ 27,152.39
Kevin Counts Survey Coordinator* (Non-Exempt)	256	\$ 126.20	7/1/2017	6/30/2018	\$ 32,307.24
	768	\$ 131.25	7/1/2018	6/30/2019	\$ 100,797.78
	768	\$ 136.50	7/1/2019	6/30/2020	\$ 104,832.88
	768	\$ 141.96	7/1/2020	6/30/2021	\$ 109,026.99
	192	\$ 147.63	7/1/2021	6/30/2022	\$ 28,345.03
6352					\$ 862,954.72
Other Direct Cost					\$ -
Subtotal					\$ 862,954.72

COST PROPOSAL - LABOR & OTHER DIRECT COST SUMMARY

City of San Diego West Mission Bay Bridge Project

LAPM Exhibit 10-H, Example 2 for Construction Management

Consultant or Subconsultant: Coast Surveying Contract No.: H176823A

Date: 13-Oct-17

Fringe Benefit % (below) + Overhead % (below) + General Admin % (below) = Combined Indirect Cost Rate (ICR) %
 (=0% if included in OH)
 0.00% 0.00% 0.00% 135.29%
 FEE % = 10.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ¹²			Effective date of hourly rate ^{7,12}		Actual or Avg. hourly rate ¹²	% or \$ increase ¹²	Hourly range for classifications only
	Straight	OT (1.5X)	OT (2X)	From	To			
Nick Coates, PLS Survey Project Manager (Non-Exempt)	\$ 144.94	\$ 217.41	\$ 289.88	7/1/2017	6/30/2018	\$ 56.00	4.0%	Not Applicable
	\$ 150.74	\$ 226.10	\$ 301.47	7/1/2018	6/30/2019	\$ 58.24	4.0%	
	\$ 156.77	\$ 235.15	\$ 313.53	7/1/2019	6/30/2020	\$ 60.57	4.0%	
	\$ 163.03	\$ 244.55	\$ 326.06	7/1/2020	6/30/2021	\$ 62.99	4.0%	
	\$ 169.55	\$ 254.33	\$ 339.10	7/1/2021	6/30/2022	\$ 65.51	4.0%	
Ken Kasbohm, PLS Project Surveyor* (Non-Exempt)	\$ 140.95	\$ 211.43	\$ 281.91	7/1/2017	6/30/2018	\$ 54.46	4.0%	Not Applicable
	\$ 146.60	\$ 219.89	\$ 293.19	7/1/2018	6/30/2019	\$ 56.64	4.0%	
	\$ 152.47	\$ 228.71	\$ 304.94	7/1/2019	6/30/2020	\$ 58.91	4.0%	
	\$ 158.58	\$ 237.87	\$ 317.16	7/1/2020	6/30/2021	\$ 61.27	4.0%	
	\$ 164.92	\$ 247.38	\$ 329.84	7/1/2021	6/30/2022	\$ 63.72	4.0%	
Victor Banuelos Survey Party Chief* (Non-Exempt)	\$ 120.89	\$ 181.34	\$ 241.79	7/1/2017	6/30/2018	\$ 46.71	4.0%	Not Applicable
	\$ 125.73	\$ 188.60	\$ 251.47	7/1/2018	6/30/2019	\$ 48.58	4.0%	
	\$ 130.76	\$ 196.13	\$ 261.51	7/1/2019	6/30/2020	\$ 50.52	4.0%	
	\$ 135.98	\$ 203.98	\$ 271.97	7/1/2020	6/30/2021	\$ 52.54	4.0%	
	\$ 141.42	\$ 212.13	\$ 282.84	7/1/2021	6/30/2022	\$ 54.64	4.0%	
Kevin Counts Survey Coordinator* (Non-Exempt)	\$ 126.20	\$ 189.30	\$ 252.40	7/1/2017	6/30/2018	\$ 48.76	4.0%	Not Applicable
	\$ 131.25	\$ 196.87	\$ 262.49	7/1/2018	6/30/2019	\$ 50.71	4.0%	
	\$ 136.50	\$ 204.75	\$ 273.00	7/1/2019	6/30/2020	\$ 52.74	4.0%	
	\$ 141.96	\$ 212.94	\$ 283.92	7/1/2020	6/30/2021	\$ 54.85	4.0%	
	\$ 147.63	\$ 221.45	\$ 295.26	7/1/2021	6/30/2022	\$ 57.04	4.0%	
Allan Patterson Chainman* (Non-Exempt)	\$ 112.92	\$ 169.38	\$ 225.85	7/1/2017	6/30/2018	\$ 43.63	4.0%	Not Applicable
	\$ 117.45	\$ 176.18	\$ 234.90	7/1/2018	6/30/2019	\$ 45.38	4.0%	
	\$ 122.16	\$ 183.24	\$ 244.33	7/1/2019	6/30/2020	\$ 47.20	4.0%	
	\$ 127.05	\$ 190.58	\$ 254.11	7/1/2020	6/30/2021	\$ 49.09	4.0%	
	\$ 132.13	\$ 198.19	\$ 264.25	7/1/2021	6/30/2022	\$ 51.05	4.0%	
Cole McKinstry Chainman* (Non-Exempt)	\$ 112.92	\$ 169.38	\$ 225.85	7/1/2017	6/30/2018	\$ 43.63	4.0%	Not Applicable
	\$ 117.45	\$ 176.18	\$ 234.90	7/1/2018	6/30/2019	\$ 45.38	4.0%	
	\$ 122.16	\$ 183.24	\$ 244.33	7/1/2019	6/30/2020	\$ 47.20	4.0%	
	\$ 127.05	\$ 190.58	\$ 254.11	7/1/2020	6/30/2021	\$ 49.09	4.0%	
	\$ 132.13	\$ 198.19	\$ 264.25	7/1/2021	6/30/2022	\$ 51.05	4.0%	
Gwen del Castillo Project Surveyor* (Non-Exempt)	\$ 138.47	\$ 207.70	\$ 276.94	7/1/2017	6/30/2018	\$ 53.50	4.0%	Not Applicable
	\$ 144.01	\$ 216.01	\$ 288.01	7/1/2018	6/30/2019	\$ 55.64	4.0%	
	\$ 149.78	\$ 224.67	\$ 299.56	7/1/2019	6/30/2020	\$ 57.87	4.0%	
	\$ 155.76	\$ 233.64	\$ 311.51	7/1/2020	6/30/2021	\$ 60.18	4.0%	
	\$ 161.99	\$ 242.99	\$ 323.99	7/1/2021	6/30/2022	\$ 62.59	4.0%	
Jerry Ortiz Chainman* (Non-Exempt)	\$ 71.15	\$ 106.72	\$ 142.30	7/1/2017	6/30/2018	\$ 27.49	4.0%	Not Applicable
	\$ 74.00	\$ 110.99	\$ 147.99	7/1/2018	6/30/2019	\$ 28.59	4.0%	
	\$ 76.95	\$ 115.42	\$ 153.89	7/1/2019	6/30/2020	\$ 29.73	4.0%	
	\$ 80.03	\$ 120.04	\$ 160.05	7/1/2020	6/30/2021	\$ 30.92	4.0%	
	\$ 83.24	\$ 124.85	\$ 166.47	7/1/2021	6/30/2022	\$ 32.16	4.0%	
John Pikus Certified Party Chief* (Non-Exempt)	\$ 120.89	\$ 181.34	\$ 241.79	7/1/2017	6/30/2018	\$ 46.71	4.0%	Not Applicable
	\$ 125.73	\$ 188.60	\$ 251.47	7/1/2018	6/30/2019	\$ 48.58	4.0%	
	\$ 130.76	\$ 196.13	\$ 261.51	7/1/2019	6/30/2020	\$ 50.52	4.0%	
	\$ 135.98	\$ 203.98	\$ 271.97	7/1/2020	6/30/2021	\$ 52.54	4.0%	
	\$ 141.42	\$ 212.13	\$ 282.84	7/1/2021	6/30/2022	\$ 54.64	4.0%	
James Ulloa Certified Party Chief* (Non-Exempt)	\$ 126.20	\$ 189.30	\$ 252.40	7/1/2017	6/30/2018	\$ 48.76	4.0%	Not Applicable
	\$ 131.25	\$ 196.87	\$ 262.49	7/1/2018	6/30/2019	\$ 50.71	4.0%	
	\$ 136.50	\$ 204.75	\$ 273.00	7/1/2019	6/30/2020	\$ 52.74	4.0%	
	\$ 141.96	\$ 212.94	\$ 283.92	7/1/2020	6/30/2021	\$ 54.85	4.0%	
	\$ 147.63	\$ 221.45	\$ 295.26	7/1/2021	6/30/2022	\$ 57.04	4.0%	
Kriss Larson Project Surveyor* (Non-Exempt)	\$ 129.41	\$ 194.11	\$ 258.82	7/1/2017	6/30/2018	\$ 50.00	4.0%	Not Applicable
	\$ 134.59	\$ 201.88	\$ 269.17	7/1/2018	6/30/2019	\$ 52.00	4.0%	
	\$ 139.97	\$ 209.95	\$ 279.94	7/1/2019	6/30/2020	\$ 54.08	4.0%	
	\$ 145.56	\$ 218.34	\$ 291.12	7/1/2020	6/30/2021	\$ 56.24	4.0%	
	\$ 151.38	\$ 227.07	\$ 302.77	7/1/2021	6/30/2022	\$ 58.49	4.0%	
Neil A. Darling Survey Analyst* (Non-Exempt)	\$ 112.07	\$ 168.10	\$ 224.14	7/1/2017	6/30/2018	\$ 43.30	4.0%	Not Applicable
	\$ 116.55	\$ 174.82	\$ 233.09	7/1/2018	6/30/2019	\$ 45.03	4.0%	
	\$ 121.20	\$ 181.81	\$ 242.41	7/1/2019	6/30/2020	\$ 46.83	4.0%	
	\$ 126.04	\$ 189.07	\$ 252.09	7/1/2020	6/30/2021	\$ 48.70	4.0%	
	\$ 131.09	\$ 196.64	\$ 262.18	7/1/2021	6/30/2022	\$ 50.65	4.0%	

COST PROPOSAL - LABOR & OTHER DIRECT COST SUMMARY

City of San Diego West Mission Bay Bridge Project
LAPM Exhibit 10-H, Example 2 for Construction Management

Consultant or Subconsultant: Coast Surveying Contract No.: H176823A Date: 13-Oct-17

Fringe Benefit % (below) + Overhead % (below) + General Admin % (below) = Combined Indirect Cost Rate (ICR) %
 (=0% if included in OH) 0.00% 0.00% 0.00% 135.29%
 FEE % = 10.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ¹²			Effective date of hourly rate ^{7,12}		Actual or Avg. hourly rate ¹²	% or \$ increase ¹²	Hourly range for classifications only
	Straight	OT (1.5X)	OT (2X)	From	To			
Ruel del Castillo Principal (Exempt)	\$ 207.06	\$ 207.06	\$ 207.06	7/1/2017	6/30/2018	\$ 80.00	4.0%	Not Applicable
	\$ 215.34	\$ 215.34	\$ 215.34	7/1/2018	6/30/2019	\$ 83.20	4.0%	
	\$ 223.96	\$ 223.96	\$ 223.96	7/1/2019	6/30/2020	\$ 86.53	4.0%	
	\$ 232.91	\$ 232.91	\$ 232.91	7/1/2020	6/30/2021	\$ 89.99	4.0%	
	\$ 242.23	\$ 242.23	\$ 242.23	7/1/2021	6/30/2022	\$ 93.59	4.0%	
Rodney Reiter CA LS Party Chief* (Non-Exempt)	\$ 128.01	\$ 192.02	\$ 256.02	7/1/2017	6/30/2018	\$ 49.46	4.0%	Not Applicable
	\$ 133.14	\$ 199.70	\$ 266.27	7/1/2018	6/30/2019	\$ 51.44	4.0%	
	\$ 138.47	\$ 207.70	\$ 276.94	7/1/2019	6/30/2020	\$ 53.50	4.0%	
	\$ 144.01	\$ 216.01	\$ 288.01	7/1/2020	6/30/2021	\$ 55.64	4.0%	
	\$ 149.78	\$ 224.67	\$ 299.56	7/1/2021	6/30/2022	\$ 57.87	4.0%	
Samuel Corey Project Surveyor* (Non-Exempt)	\$ 120.35	\$ 180.53	\$ 240.70	7/1/2017	6/30/2018	\$ 46.50	4.0%	Not Applicable
	\$ 125.16	\$ 187.75	\$ 250.33	7/1/2018	6/30/2019	\$ 48.36	4.0%	
	\$ 130.16	\$ 195.24	\$ 260.32	7/1/2019	6/30/2020	\$ 50.29	4.0%	
	\$ 135.36	\$ 203.04	\$ 270.72	7/1/2020	6/30/2021	\$ 52.30	4.0%	
	\$ 140.77	\$ 211.16	\$ 281.54	7/1/2021	6/30/2022	\$ 54.39	4.0%	
Thomas Ortiz Chainman* (Non-Exempt)	\$ 47.96	\$ 71.94	\$ 95.92	7/1/2017	6/30/2018	\$ 18.53	4.0%	Not Applicable
	\$ 49.87	\$ 74.81	\$ 99.75	7/1/2018	6/30/2019	\$ 19.27	4.0%	
	\$ 51.87	\$ 77.80	\$ 103.73	7/1/2019	6/30/2020	\$ 20.04	4.0%	
	\$ 53.94	\$ 80.91	\$ 107.88	7/1/2020	6/30/2021	\$ 20.84	4.0%	
	\$ 56.09	\$ 84.13	\$ 112.17	7/1/2021	6/30/2022	\$ 21.67	4.0%	

Notes: - Denote all employees subject to prevailing wage with an asterisk (*)
 - For "Other Direct Cost" listing, see page 13 of this Exhibit

EXHIBIT B

Tierra Data

City of San Diego West Mission Bay Bridge Project

Construction Management for West Mission Bay Drive Bridge

SUBCONSULTANT COSTS

13-Oct-17

Name/Job Title/Classification	Total Hours	Hourly Billing rate ¹²	Effective Date of Hourly Rate ^{7,12}		Total Cost
Derek Langsford PQB (Exempt)	408	\$ 120.25	7/1/2017	6/30/2018	\$ 49,057.41
	435	\$ 125.06	7/1/2018	6/30/2019	\$ 54,383.89
	458	\$ 130.08	7/1/2019	6/30/2020	\$ 59,542.20
	389	\$ 135.29	7/1/2020	6/30/2021	\$ 52,638.79
	561	\$ 140.70	7/1/2021	6/30/2022	\$ 78,894.38
Joseph Kean QBM/Wetland?Mudflat Monitor/Rare Plant Specialist (Exempt)	482	\$ 98.07	7/1/2017	6/30/2018	\$ 47,289.28
	650	\$ 102.00	7/1/2018	6/30/2019	\$ 66,338.29
	936	\$ 106.09	7/1/2019	6/30/2020	\$ 99,625.94
	839	\$ 110.32	7/1/2020	6/30/2021	\$ 93,011.52
	566	\$ 114.72	7/1/2021	6/30/2022	\$ 64,875.55
Harry Smead Biological Monitoring/Surveyor (Exempt)	229	\$ 70.61	7/1/2017	6/30/2018	\$ 16,161.82
	397	\$ 73.44	7/1/2018	6/30/2019	\$ 29,136.60
	126	\$ 76.39	7/1/2019	6/30/2020	\$ 9,615.64
	126	\$ 79.44	7/1/2020	6/30/2021	\$ 10,000.13
	824	\$ 82.61	7/1/2021	6/30/2022	\$ 68,064.35
Liz Kellogg Principal/Qualified Wetland Specialist (Exempt)	32	\$ 140.11	7/1/2017	6/30/2018	\$ 4,461.18
	57	\$ 145.71	7/1/2018	6/30/2019	\$ 8,337.45
	57	\$ 151.54	7/1/2019	6/30/2020	\$ 8,670.95
	57	\$ 157.59	7/1/2020	6/30/2021	\$ 9,017.27
	18	\$ 163.90	7/1/2021	6/30/2022	\$ 2,969.71
Jenna Walls Junior Scientist/SWPPP Monitor (Exempt)	19	\$ 61.65	7/1/2017	6/30/2018	\$ 1,175.79
	46	\$ 64.11	7/1/2018	6/30/2019	\$ 2,934.78
	46	\$ 66.69	7/1/2019	6/30/2020	\$ 3,052.79
	46	\$ 69.35	7/1/2020	6/30/2021	\$ 3,174.64
	8	\$ 72.13	7/1/2021	6/30/2022	\$ 550.27
Bert Favela Language Interpretation Services (Exempt)	6	\$ 94.29	7/1/2017	6/30/2018	\$ 557.01
	0	\$ 98.07	7/1/2018	6/30/2019	\$ -
	0	\$ 102.00	7/1/2019	6/30/2020	\$ -
	0	\$ 106.09	7/1/2020	6/30/2021	\$ -
	0	\$ 110.32	7/1/2021	6/30/2022	\$ -
Karen Green Senior Environmental Planner- Regulatory and Marine Specialist (Exempt)	137	\$ 180.52	7/1/2017	6/30/2018	\$ 24,780.74
	65	\$ 187.74	7/1/2018	6/30/2019	\$ 12,174.81
	65	\$ 195.25	7/1/2019	6/30/2020	\$ 12,661.80
	65	\$ 203.07	7/1/2020	6/30/2021	\$ 13,168.78
	113	\$ 211.20	7/1/2021	6/30/2022	\$ 23,766.16
James Lockman Senior Restoration Ecologist (Exempt)	38	\$ 113.29	7/1/2017	6/30/2018	\$ 4,321.58
	92	\$ 117.83	7/1/2018	6/30/2019	\$ 10,787.37
	92	\$ 122.54	7/1/2019	6/30/2020	\$ 11,218.36
	92	\$ 127.44	7/1/2020	6/30/2021	\$ 11,667.30
	370	\$ 132.54	7/1/2021	6/30/2022	\$ 49,042.36

EXHIBIT B

Tierra Data

City of San Diego West Mission Bay Bridge Project

Construction Management for West Mission Bay Drive Bridge

SUBCONSULTANT COSTS

13-Oct-17

Name/Job Title/Classification	Total Hours	Hourly Billing rate ¹²	Effective Date of Hourly Rate ^{7,12}		Total Cost
Rob Wolf Project Management Support / GIS Technician Specialist (Exempt)	78	\$ 102.56	7/1/2017	6/30/2018	\$ 8,014.52
	92	\$ 106.65	7/1/2018	6/30/2019	\$ 9,763.79
	92	\$ 110.91	7/1/2019	6/30/2020	\$ 10,153.73
	92	\$ 115.34	7/1/2020	6/30/2021	\$ 10,559.06
	244	\$ 119.96	7/1/2021	6/30/2022	\$ 29,286.25
Jim Kellogg Senior GIS Specialist (Exempt)	0	\$ 140.11	7/1/2017	6/30/2018	\$ -
	0	\$ 145.71	7/1/2018	6/30/2019	\$ -
	8	\$ 151.54	7/1/2019	6/30/2020	\$ 1,156.13
	8	\$ 157.59	7/1/2020	6/30/2021	\$ 1,202.30
	84	\$ 163.90	7/1/2021	6/30/2022	\$ 13,754.44
Scott Snover GIS Technician/Specialist (Exempt)		\$ 79.44	7/1/2017	6/30/2018	\$ -
		\$ 82.61	7/1/2018	6/30/2019	\$ -
		\$ 85.91	7/1/2019	6/30/2020	\$ -
		\$ 89.36	7/1/2020	6/30/2021	\$ -
		\$ 92.95	7/1/2021	6/30/2022	\$ -
Cynthia Booth Technical Editor (Exempt)	39	\$ 79.44	7/1/2017	6/30/2018	\$ 3,118.71
	11	\$ 82.61	7/1/2018	6/30/2019	\$ 945.34
	11	\$ 85.91	7/1/2019	6/30/2020	\$ 983.18
	15	\$ 89.36	7/1/2020	6/30/2021	\$ 1,363.49
	42	\$ 92.95	7/1/2021	6/30/2022	\$ 4,677.89
Chelsea Snover Clerical (Non-Exempt)	32	\$ 52.96	7/1/2017	6/30/2018	\$ 1,675.10
	6	\$ 55.09	7/1/2018	6/30/2019	\$ 315.22
	6	\$ 57.30	7/1/2019	6/30/2020	\$ 327.89
	6	\$ 59.60	7/1/2020	6/30/2021	\$ 341.03
	11	\$ 61.98	7/1/2021	6/30/2022	\$ 709.32
TBD Eel Grass Monitor/Diver	48	\$ 99.98	7/1/2017	6/30/2018	\$ 4,767.31
	48	\$ 103.99	7/1/2018	6/30/2019	\$ 4,958.38
	95	\$ 108.13	7/1/2019	6/30/2020	\$ 10,312.25
	0	\$ 112.45	7/1/2020	6/30/2021	\$ -
	397	\$ 116.96	7/1/2021	6/30/2022	\$ 46,400.67
TBD T/E Specialist	31	\$ 87.01	7/1/2017	6/30/2018	\$ 2,697.20
	145	\$ 90.48	7/1/2018	6/30/2019	\$ 13,119.76
	153	\$ 94.10	7/1/2019	6/30/2020	\$ 14,396.67
	160	\$ 97.85	7/1/2020	6/30/2021	\$ 15,656.12
	504	\$ 101.77	7/1/2021	6/30/2022	\$ 51,293.96

11400	\$ 1,278,991.26
Other Direct Cost	\$ 54,545.34
Subtotal	\$ 1,333,536.60

COST PROPOSAL - LABOR & OTHER DIRECT COST SUMMARY

City of San Diego West Mission Bay Bridge Project
LAPM Exhibit 10-H, Example 2 for Construction Management

Consultant or Subconsultant: **Tierra Data** Contract No.: H176823A Date: 13-Oct-17

Fringe Benefit % (below) + Overhead % (below) + General Admin % (below) = Combined Indirect Cost Rate (ICR) %
(=0% if included in OH) 0.00% 0.00% 154.74%
FEE % = 10.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification	Hourly Billing Rates ¹²			Effective date of hourly rate ⁷⁻¹²		Actual or Avg. hourly rate ²	% or \$ increase ¹²	Hourly range for classifications only
	Straight	OT (1.5X)	OT (2X)	From	To			
Derek Langsford PQB (Exempt)	\$ 120.25	\$ 120.25	\$ 120.25	7/1/2017	6/30/2018	\$ 42.92	4.0%	Not Applicable
	\$ 125.06	\$ 125.06	\$ 125.06	7/1/2018	6/30/2019	\$ 44.63	4.0%	
	\$ 130.08	\$ 130.08	\$ 130.08	7/1/2019	6/30/2020	\$ 46.42	4.0%	
	\$ 135.29	\$ 135.29	\$ 135.29	7/1/2020	6/30/2021	\$ 48.28	4.0%	
Joseph Kean QBM/Wetland/Mudflat Monitor/Rare Plant Specialist (Exempt)	\$ 140.70	\$ 140.70	\$ 140.70	7/1/2021	6/30/2022	\$ 50.21	4.0%	Not Applicable
	\$ 98.07	\$ 98.07	\$ 98.07	7/1/2017	6/30/2018	\$ 35.00	4.0%	
	\$ 102.00	\$ 102.00	\$ 102.00	7/1/2018	6/30/2019	\$ 36.40	4.0%	
	\$ 106.09	\$ 106.09	\$ 106.09	7/1/2019	6/30/2020	\$ 37.86	4.0%	
Harry Smead Biological Monitoring/Surveyor (Non-Exempt)	\$ 110.32	\$ 110.32	\$ 110.32	7/1/2020	6/30/2021	\$ 39.37	4.0%	Not Applicable
	\$ 114.72	\$ 114.72	\$ 114.72	7/1/2021	6/30/2022	\$ 40.94	4.0%	
	\$ 70.61	\$ 105.92	\$ 141.23	7/1/2017	6/30/2018	\$ 25.20	4.0%	
	\$ 73.44	\$ 110.17	\$ 146.89	7/1/2018	6/30/2019	\$ 26.21	4.0%	
Liz Kellogg Principal/Qualified Wetland Specialist (Exempt)	\$ 76.39	\$ 114.58	\$ 152.77	7/1/2019	6/30/2020	\$ 27.26	4.0%	Not Applicable
	\$ 79.44	\$ 119.16	\$ 158.88	7/1/2020	6/30/2021	\$ 28.35	4.0%	
	\$ 82.61	\$ 123.91	\$ 165.21	7/1/2021	6/30/2022	\$ 29.48	4.0%	
	\$ 140.11	\$ 140.11	\$ 140.11	7/1/2017	6/30/2018	\$ 50.00	4.0%	
Jenna Walls Junior Scientist/SWPPP Monitor (Non-Exempt)	\$ 145.71	\$ 145.71	\$ 145.71	7/1/2018	6/30/2019	\$ 52.00	4.0%	Not Applicable
	\$ 151.54	\$ 151.54	\$ 151.54	7/1/2019	6/30/2020	\$ 54.08	4.0%	
	\$ 157.59	\$ 157.59	\$ 157.59	7/1/2020	6/30/2021	\$ 56.24	4.0%	
	\$ 163.90	\$ 163.90	\$ 163.90	7/1/2021	6/30/2022	\$ 58.49	4.0%	
Bert Favela Language Interpretation Services (Non-Exempt)	\$ 61.65	\$ 92.47	\$ 123.29	7/1/2017	6/30/2018	\$ 22.00	4.0%	Not Applicable
	\$ 64.11	\$ 96.17	\$ 128.23	7/1/2018	6/30/2019	\$ 22.88	4.0%	
	\$ 66.69	\$ 100.04	\$ 133.38	7/1/2019	6/30/2020	\$ 23.80	4.0%	
	\$ 69.35	\$ 104.03	\$ 138.71	7/1/2020	6/30/2021	\$ 24.75	4.0%	
Karen Green Senior Environmental Planner- Regulatory and Marine Specialist (Exempt)	\$ 72.13	\$ 108.19	\$ 144.25	7/1/2021	6/30/2022	\$ 25.74	4.0%	Not Applicable
	\$ 94.29	\$ 141.44	\$ 188.58	7/1/2017	6/30/2018	\$ 33.65	4.0%	
	\$ 98.07	\$ 147.11	\$ 196.15	7/1/2018	6/30/2019	\$ 35.00	4.0%	
	\$ 102.00	\$ 153.00	\$ 204.00	7/1/2019	6/30/2020	\$ 36.40	4.0%	
James Lockman Senior Restoration Ecologist (Exempt)	\$ 106.09	\$ 159.13	\$ 212.18	7/1/2020	6/30/2021	\$ 37.86	4.0%	Not Applicable
	\$ 110.32	\$ 165.48	\$ 220.64	7/1/2021	6/30/2022	\$ 39.37	4.0%	
	\$ 180.52	\$ 180.52	\$ 180.52	7/1/2017	6/30/2018	\$ 64.42	4.0%	
	\$ 187.74	\$ 187.74	\$ 187.74	7/1/2018	6/30/2019	\$ 67.00	4.0%	
Rob Wolf Project Management Support / GIS Technician Specialist (Exempt)	\$ 195.25	\$ 195.25	\$ 195.25	7/1/2019	6/30/2020	\$ 69.68	4.0%	Not Applicable
	\$ 203.07	\$ 203.07	\$ 203.07	7/1/2020	6/30/2021	\$ 72.47	4.0%	
	\$ 211.20	\$ 211.20	\$ 211.20	7/1/2021	6/30/2022	\$ 75.37	4.0%	
	\$ 113.29	\$ 113.29	\$ 113.29	7/1/2017	6/30/2018	\$ 40.43	4.0%	
Jim Kellogg Senior GIS Specialist (Exempt)	\$ 117.83	\$ 117.83	\$ 117.83	7/1/2018	6/30/2019	\$ 42.05	4.0%	Not Applicable
	\$ 122.54	\$ 122.54	\$ 122.54	7/1/2019	6/30/2020	\$ 43.73	4.0%	
	\$ 127.44	\$ 127.44	\$ 127.44	7/1/2020	6/30/2021	\$ 45.48	4.0%	
	\$ 132.54	\$ 132.54	\$ 132.54	7/1/2021	6/30/2022	\$ 47.30	4.0%	
Scott Snover GIS Technician/Specialist (Non-Exempt)	\$ 102.56	\$ 102.56	\$ 102.56	7/1/2017	6/30/2018	\$ 36.60	4.0%	Not Applicable
	\$ 106.65	\$ 106.65	\$ 106.65	7/1/2018	6/30/2019	\$ 38.06	4.0%	
	\$ 110.91	\$ 110.91	\$ 110.91	7/1/2019	6/30/2020	\$ 39.58	4.0%	
	\$ 115.34	\$ 115.34	\$ 115.34	7/1/2020	6/30/2021	\$ 41.16	4.0%	
Cynthia Booth Technical Editor (Non-Exempt)	\$ 119.96	\$ 119.96	\$ 119.96	7/1/2021	6/30/2022	\$ 42.81	4.0%	Not Applicable
	\$ 140.11	\$ 140.11	\$ 140.11	7/1/2017	6/30/2018	\$ 50.00	4.0%	
	\$ 145.71	\$ 145.71	\$ 145.71	7/1/2018	6/30/2019	\$ 52.00	4.0%	
	\$ 151.54	\$ 151.54	\$ 151.54	7/1/2019	6/30/2020	\$ 54.08	4.0%	
Chelsea Snover Clerical (Non-Exempt)	\$ 157.59	\$ 157.59	\$ 157.59	7/1/2020	6/30/2021	\$ 56.24	4.0%	Not Applicable
	\$ 163.90	\$ 163.90	\$ 163.90	7/1/2021	6/30/2022	\$ 58.49	4.0%	
	\$ 79.44	\$ 119.16	\$ 158.88	7/1/2017	6/30/2018	\$ 28.35	4.0%	
	\$ 82.61	\$ 123.91	\$ 165.21	7/1/2018	6/30/2019	\$ 29.48	4.0%	
TBD Eel Grass Monitor/Diver	\$ 85.91	\$ 128.87	\$ 171.83	7/1/2019	6/30/2020	\$ 30.66	4.0%	Not Applicable
	\$ 89.36	\$ 134.04	\$ 178.72	7/1/2020	6/30/2021	\$ 31.89	4.0%	
	\$ 92.95	\$ 139.42	\$ 185.89	7/1/2021	6/30/2022	\$ 33.17	4.0%	
	\$ 79.44	\$ 119.16	\$ 158.88	7/1/2017	6/30/2018	\$ 28.35	4.0%	
TBD T/E Specialist	\$ 82.61	\$ 123.91	\$ 165.21	7/1/2018	6/30/2019	\$ 29.48	4.0%	Not Applicable
	\$ 85.91	\$ 128.87	\$ 171.83	7/1/2019	6/30/2020	\$ 30.66	4.0%	
	\$ 89.36	\$ 134.04	\$ 178.72	7/1/2020	6/30/2021	\$ 31.89	4.0%	
	\$ 92.95	\$ 139.42	\$ 185.89	7/1/2021	6/30/2022	\$ 33.17	4.0%	
TBD Eel Grass Monitor/Diver	\$ 52.96	\$ 79.44	\$ 105.92	7/1/2017	6/30/2018	\$ 18.90	4.0%	Not Applicable
	\$ 55.09	\$ 82.64	\$ 110.18	7/1/2018	6/30/2019	\$ 19.66	4.0%	
	\$ 57.30	\$ 85.96	\$ 114.61	7/1/2019	6/30/2020	\$ 20.45	4.0%	
	\$ 59.60	\$ 89.40	\$ 119.20	7/1/2020	6/30/2021	\$ 21.27	4.0%	
TBD Eel Grass Monitor/Diver	\$ 61.98	\$ 92.98	\$ 123.97	7/1/2021	6/30/2022	\$ 22.12	4.0%	Not Applicable
	\$ 99.98	\$ 149.97	\$ 199.96	7/1/2017	6/30/2018	\$ 35.68	4.0%	
	\$ 103.99	\$ 155.98	\$ 207.97	7/1/2018	6/30/2019	\$ 37.11	4.0%	
	\$ 108.13	\$ 162.20	\$ 216.27	7/1/2019	6/30/2020	\$ 38.59	4.0%	
TBD T/E Specialist	\$ 112.45	\$ 168.67	\$ 224.90	7/1/2020	6/30/2021	\$ 40.13	4.0%	Not Applicable
	\$ 116.96	\$ 175.44	\$ 233.92	7/1/2021	6/30/2022	\$ 41.74	4.0%	
	\$ 87.01	\$ 130.51	\$ 174.01	7/1/2017	6/30/2018	\$ 31.05	4.0%	
	\$ 90.48	\$ 135.72	\$ 180.96	7/1/2018	6/30/2019	\$ 32.29	4.0%	
TBD T/E Specialist	\$ 94.10	\$ 141.14	\$ 188.19	7/1/2019	6/30/2020	\$ 33.58	4.0%	Not Applicable
	\$ 97.85	\$ 146.78	\$ 195.70	7/1/2020	6/30/2021	\$ 34.92	4.0%	
	\$ 101.77	\$ 152.66	\$ 203.55	7/1/2021	6/30/2022	\$ 36.32	4.0%	

Notes: - Denote all employees subject to prevailing wage with an asterisk (*)
- For "Other Direct Cost" listing, see page 13 of this Exhibit

TIME SCHEDULE

West Mission Bay Drive Bridge - Staffing Plan (900 Working Days)

Position	Employee	Firm	Months																																	
			0 NFP	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	
Phase: Pre-Construction Phase - First Working Day Mar 1, 2018																																				
FULL TIME HOUR			160	152	168	168	144	176	160	176	176	160	184	168	168	160	160	168	144	176	168	176	168	168	184	152	176	152	160	168	168	168	168	168	168	168
PM/Lead Assistant Str. Rep.	Ray Nocon	SWE	165	165	165	165	165	120	120	120	120	120	120	120	120	120	120	120	120	120	120	120	120	120	120	120	120	120	120	120	120	120	120	120	120	120
Lead Assistant Resident Engineer	Scott Maloney	SWE	165	165	165	165	165	165	165	165	165	165	165	165	165	165	165	165	165	165	165	165	165	165	165	165	165	165	165	165	165	165	165	165	165	165
Structures Inspector	Colby Cushing	SWE	165	165	165	165	165	165	165	165	165	165	165	165	165	165	165	165	165	165	165	165	165	165	165	165	165	165	165	165	165	165	165	165	165	165
Utilities Coordinator	Jim Urbina	SWE	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	
Civil/Structures Inspector	David Zanoni	SWE		165	165	165	165	165	165	165	165	165	165	165	165	165	165	165	165	165	165	165	165	165	165	165	165	165	165	165	165	165	165	165	165	165
Senior Scheduling Engineer	Mark Pionickiewicz	SWE	40	40	40	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12
Office Engineer	Lela Pugh	SWE	165	165	165	165	165	165	165	165	165	165	165	165	165	165	165	165	165	165	165	165	165	165	165	165	165	165	165	165	165	165	165	165	165	165
Project Administrator/LCMS	Michelle Beringhaus	SWE	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	
Gamma-Gamma Testing	48750 LF Insp Tubes 21 Moys-Ins 17 Reports	EarthSpectives																																		
Supplemental Structures Inspector	Eng Yeong	Analyzer Int.	0																																	
Environmental Support Services	Generalist / PM	KLF	80	40	40	40	40	40	24	24	24	24	16	16	16	16	16	16	16	16	16	16	16	16	16	2	2	2	2	2	2	2	2	2	2	
	Generalist/ Scientist	KLF		24	24	24	24	24	24	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	
	Generalist - Scientist	KLF		16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	
Environmental Support Services	PQB - Dereck Langsford	Tierra Data	160	50	50	50	50	50	27	27	27	27	27	27	27	27	27	27	27	27	27	27	27	27	27	27	27	27	27	27	27	27	27	27	27	
	QBM - Joseph Kean	Tierra Data	64	27	19	19	19	19	19	19	19	19	19	19	19	19	19	19	19	19	19	19	19	19	19	19	19	19	19	19	19	19	19	19	19	
	Biological Monitor/Surv. - Harry Smead	Tierra Data	0	46	46	46	46	46	46	8	8	8	8	46	46	46	46	46	46	46	46	46	46	46	46	8	8	8	8	8	8	8	8	8	8	
	QUALIFIED WETLAND SPECIALIST - Liz Kellogg	Tierra Data	0	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	
	WETLAND/MUDFLAT MONITOR (CRAM) - Joseph Kean	Tierra Data	0	0	0	19	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	T/E SPECIALIST - ODC	Tierra Data	8	0	23	76	23	23	0	0	0	0	0	0	0	0	0	0	23	76	23	23	0	0	0	0	0	0	0	0	8	0	0	0	0	
	RARE PLANT SPECIALIST - Joseph Kean	Tierra Data	0	0	0	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	JUNIOR SCIENTIST (SWPPP Monitor) - Jenna Walls	Tierra Data	0	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	
	LANGUAGE INTERPRETATION SERVICES - Bert Favetta	Tierra Data	4	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	SR ENVIRONMENTAL PLANNER/REGULATORY + MARINE SPECIALIST - Karen Green	Tierra Data	40	8	8	72	8	2	2	2	2	2	2	2	2	2	2	2	2	38	8	2	2	2	2	2	2	2	2	2	1.9	38	8	2	2	
	MARINE MAMMAL OBSERVER - Joseph Kean	Tierra Data	45	50	50	43	52	48	52	52	48	0	0	0	0	0	0	0	0	0	0	0	0	52	50	50	55	45	52	45	48	50	0	0	0	
	SENIOR RESTORATION ECOLOGIST - James Lockman	Tierra Data	0	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	
	RESTORATION MONITOR - Joseph Kean	Tierra Data	0	10	10	10	10	10	10	57	10	10	10	10	10	10	10	10	10	38	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10
	PROJECT MANAGEMENT SUPPORT - Rob Wolf	Tierra Data	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	
	SR GIS SPECIALIST - Jim Kellogg	Tierra Data	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	GIS TECHNICIAN/SPECIALIST - Rob Wolf or Scott Snover	Tierra Data	40	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	
	TECHNICAL EDITOR - Cynthia Booth	Tierra Data	24	0	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	
	CLERICAL - Chelsea Snover	Tierra Data	24	0	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	
	PRINCIPAL - Liz Kellogg	Tierra Data	8	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	
	GIS Technician	Tierra Data	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Endangered Species Spec.	Tierra Data	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Eel Grass Biologist / Diver	Tierra Data	0	48	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Noise Monitoring Services	Rick Tavares - Noise Staff Eng - Noise	ISE		16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	
Supplemental Structures Inspector	Lucas Rathe	DHS		40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	
Materials / Laboratory Testing	Lead Material Testing Engineer	KLF	16					8	8																											
	Field Materials Tester	KLF						40	40																											
QA Surveying	Project Surveyor	Coast Surveying	80	40	40	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	
	2-Person Crew		64	64	64	64	64	64	64	64	64	64	64	64	64	64	64	64	64	64	64	64	64	64	64	64	64	64	64	64	64	64	64	64	64	
Total Hr:			873	1180	1385	1530	1326	1333	1277	1179	1155	1102	1060	1085	1133	1138	1131	1220	1171	1184	1095	1099	1178	1099	1136	1102	1225	1164	1130</							

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

CONSULTANT REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. If the proposer achieves 20% participation, apply 5 points to the proposer's score; or
 - b. If the proposer achieves 25% participation, apply 10 points to the proposer's score; or
 - c. If the prime consultant is a SLBE or an ELBE, apply 12 points to the proposer's score.
- B. Subcontractor Participation List. The Subcontractor Participation List (Attachment CC) shall indicate the Name and Address, Scope of Services, Percent of Total Proposed Contract Amount, Certification Status and Where Certified for each proposed Subcontractor/Subconsultant.

V. **Maintaining Participation Levels.**

- A. Bid discounts and additional points are based on the Consultant's level of participation prior to the award of goods, services, or consultant contract. Consultants are required to achieve and maintain the SLBE or ELBE participation levels throughout the duration of the goods, services, or consultant contract.
- B. If the City modifies the original specifications, the Consultant shall make reasonable efforts to maintain the SLBE or ELBE participation for which the bid discount or additional points were awarded. The City must approve in writing the reduction in SLBE or ELBE participation levels.
- C. The Consultant shall notify and obtain written approval from the City in advance of any reduction in subcontract scope, termination, or substitution for a designated SLBE or ELBE subcontractor.
- D. Consultant's failure to maintain SLBE or ELBE participation levels as specified in the goods, services, or consultant contract shall constitute a default and grounds for debarment under Chapter 2, Article 2, Division 8, of the San Diego Municipal Code.
- E. The remedies available to the City under Council Policy 100-10 are cumulative to all other rights and remedies available to the City.

VI. **Definitions.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VII. Certifications.

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

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

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

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

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

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

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

VIII. List of Attachments.

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

DISCLOSURE OF DISCRIMINATION COMPLAINTS

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

CHECK ONE BOX ONLY.

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

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

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

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

Consultant Name Kleinfelder Construction Services, Inc.

Certified By Marc McIntyre, PE Title Vice President

Name

 Signature

Date December 5, 2017

USE ADDITIONAL FORMS AS NECESSARY

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

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/REMEDIAL ACTION TAKEN
April 2008	Modesto, CA	Allegation of discrimination and harassment	Y	Court ruled in favor of KLF	N/A
July 2009	San Diego, CA	Claim for overtime wages due as a result of misclassification as exempt employee	Y	Case was settled	None
September 2009	Diamond Bar, CA	Employee alleged discrimination in the workplace.	Y	Case was settled	None
October 2009	Modesto, CA	Allegation of discrimination	N	Administratively closed due to inaction	N/A
October 2009	Tulsa, OK	Wage and hour claim	Y	Dismissed without prejudice	N/A
February 2010	Portland, OR	Employee claim	Y	Case was settled	None
June 2010	Pittsburg, CA	Allegation of discrimination and retaliatory termination	N	Case was settled	None
October 2010	Raleigh, NC	Allegations of discrimination	N	Administratively closed due to inaction	N/A
October 2010	Pleasanton, CA	Allegation of improper classification of employee and non-payment of prevailing wages	N	Matter settled	None
October 2010	Pleasanton, CA	Allegation of discrimination	Y	Case was settled	None
December 2011	New Jersey	Allegation of misclassification of position and resulting back overtime pay	Y	Case was settled	None
April 2012	Rocky Hill, CT	Subcontractor alleging that KLF did not pay prevailing wages	N	Matter was settled	None
October 2012	Australia	Termination of employee for acting in conflict with KLF client without knowledge of supervisors	N	Matter was settled	None
October 2012	Tulsa, OK	Allegation of gender harassment	N	Matter was settled	None
January 2013	San Diego, CA	Claim for disability discrimination	N	Matter was settled	None
January 2013	Ohio	Former employee disputing severance package	N	Matter was settled	None
February 2013	Colorado	Allegation of disability discrimination	N	Matter was settled	None
October 2013	Australia	Former employee claiming adverse employment	N	Matter was settled	None

		actions, unfair dismissal, and office bullying			
October 2013	Sacramento, CA	Allegation that work related stress contributed to sudden death of employee	N	Matter was settled	None
March 2014	Sacramento, CA	Termination of employee for harassment	N	Matter was settled	None
March 2014	San Diego, CA	Allegation of age discrimination	N	Matter was settled	None
August 2015	San Diego, CA	Allegation of hostile work environment	N	Recently received notice	N/A
December 2015	Denver, CO	Allegation of age discrimination	N	Recently received notice	N/A
December 2015	Australia	Allegation of sexual harassment, hostile work environment, and discrimination	Y	Matter was settled	None
December 2015	Australia	Allegation of sexual harassment, hostile work environment, and discrimination	N	Matter was settled	None
December 2015	Australia	Allegation of sexual harassment, hostile work environment, and discrimination	N	Matter was settled	None
December 2015	Denver, CO	Allegation of discrimination and hostile work environment	N	Recently received notice	N/A
April 2016	Hamilton, NJ	Complaint of Discrimination	N	Recently received notice	N/A
June 2016	Texas	Allegation of Unprofessional Work Environment	N	Recently received notice	N/A
October 2016	Merced, CA	Allegation of Harassment, Discrimination, and Hostile Work Environment	N	Recently received notice	N/A



City of San Diego

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

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

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

WORK FORCE REPORT

ADMINISTRATIVE

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

NO OTHER FORMS WILL BE ACCEPTED

CONTRACTOR IDENTIFICATION

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

Name of Company: Kleinfelder Construction Services, Inc.

AKA/DBA: _____

Address (Corporate Headquarters, where applicable): 550 West C Street, Suite 1200

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

Telephone Number: (619) 831-4600 FAX Number: (619) 831-4526

Name of Company CEO: George J. Pierson

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

Address: 5761 Copley Drive, Suite 100

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

Telephone Number: (858) 223-8500 FAX Number: (858) 223-8499 Email: hgentile@kleinfelder.com

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

The Company has appointed: Terri London

as its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate, and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

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

Telephone Number: (858) 223-8500 FAX Number: (858) 223-8499 Email: tlondon@kleinfelder.com

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

Check the box above that applies to this WFR.

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

I, the undersigned representative of Kleinfelder Construction Services, Inc.

(Firm Name)

San Diego, California hereby certify that information provided

(County) (State)

herein is true and correct. This document was executed on this 5th day of December, 2017.

(Authorized Signature)

Marc McIntyre, PE

(Print Authorized Signature)

WORK FORCE REPORT – NAME OF FIRM: Kleinfelder Construction Services, Inc. DATE: 12/05/2017

OFFICE(S) or BRANCH(ES): 5761 Copley Drive, Suite 100, San Diego, CA 92111 COUNTY: San Diego

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

- (1) Black, African-American
- (2) Hispanic, Latino, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino, Asian Pacific Islander
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

OCCUPATIONAL CATEGORY	(1) African-American		(2) Hispanic or Latino		(3) Asian		(4) American Indian		(5) Asian Pacific Islander		(6) Caucasian		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial		1									2	1		
Professional														
A&E, Science, Computer			3						2	1	16	1		
Technical	1	1	6						1	1	26	1		
Sales														
Administrative Support			1	2						3	3	8		
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column	1	2	10	2					3	5	47	11		
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Grand Total All Employees	81
---------------------------	----

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

Disabled	0	0	0	0	0	0	0	0	0	0	0	0	0	0
----------	---	---	---	---	---	---	---	---	---	---	---	---	---	---

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														



CITY OF SAN DIEGO WORK FORCE REPORT – ADMINISTRATIVE

HISTORY

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

WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm’s work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County WFR.¹ By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a WFR from that county.² If participation in a San Diego project is by work forces from San Diego

County and, for example, from Los Angeles County and from Sacramento County, we ask for separate WFRs representing your firm from each of the three counties.¹

MANAGING OFFICE WORK FORCE

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

TYPES OF WORK FORCE REPORTS

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

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

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

Exhibit: Work Force Report Job categories

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

Management & Financial

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

Professional

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

Postsecondary Teachers
Primary, Secondary, and Special Education School Teachers
Religious Workers
Social Scientists and Related Workers

Personal Appearance Workers
Supervisors, Food Preparation and Serving Workers
Supervisors, Personal Care and Service Workers
Transportation, Tourism, and Lodging Attendants

Architecture & Engineering, Science, Computer

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

Crafts

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

Technical

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

Sales

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

Operative Workers

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

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers
Material Recording, Scheduling, Dispatching, and Distributing Workers
Other Education, Training, and Library Occupations
Other Office and Administrative Support Workers
Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support Workers

Transportation

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

Services

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

Laborers

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

SUBCONTRACTOR PARTICIPATION LIST

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

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

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

NAME AND ADDRESS SUBCONTRACTORS	SCOPE OF SERVICES	PERCENT OF CONTRACT	DBE (MBE/WBE SLBE/ELBE DVBE/OBE*)	WHERE CERTIFIED**
Tierra Data Inc. 10110 W. Lilac Road Escondido, CA 92026	Environmental Monitoring and Biological Services	13.91%	DBE, SBE, WBE, SLBE	CPUC, CA DGS, Utility Supplier Diversity Program, City of San Diego
Investigative Science and Engineering, Inc. P.O. Box 488 Ramona, CA 92065	Hydroacoustic Noise Monitoring	1.54%	SBmicro, WBE	CA DGS, Utility Supplier Diversity Program
Coast Surveying, Inc. 15031 Parkway Loop, Suite B, Tustin, CA 92780	Construction Surveying	9.00%	DBE, SBE	CPUC, LA Metro
EarthSpectives/HKR Engineering, Inc. 250 Goddard Irvine, CA 92618	Gamma-Gamma and Cross-Hole Sonic Logging Inspection	1.12%	SBE	Coalition of Southern California Public Agencies
Analyzer International Inc 277 Downs Road Tustin CA 92782	As-needed Construction Inspection	0 - 0.50%	DBE, SBE	CPUC, CA DGS
DHS Consulting, Inc. 2000 E 4th St #320 Santa Ana, CA 92705	As-needed Construction Inspection and Administration	0 - 0.50%	DBE, SBE	CPUC, CA DGS
Kleinfelder, Inc. 550 West C Street, Suite 1200 San Diego, CA 92101	Environmental Services Lead, As-needed Materials Sampling and Testing	4.05%	OBE	N/A

List of Abbreviations:

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

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

* Listed for informational purposes only.


CONSULTANT CERTIFICATION FOR A DRUG-FREE WORKPLACE

PROJECT TITLE: Construction Management for West Mission Bay Drive
Bridge (H176823A)

I hereby certify that I am familiar with the requirement of San Diego City Council Policy No. 100-17 regarding Drug-Free Workplace as outlined in the request for proposals, and that:

Kleinfelder Construction Services, Inc.
Name under which business is conducted

has in place a drug-free workplace program that complies with said policy. I further certify that each subcontract agreement for this project contains language which indicates the Subcontractors agreement to abide by the provisions of Section 2 (A), subdivisions (1) through (3) of Council Policy 100-17 of the policy as outlined.

Signed 
Printed Name Marc McIntyre, PE
Title Vice President
Date May 29, 2018

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. For the complete definition of “consultant”, refer to Government Code section 18701(a)(2). This section can be located at:

http://www.fppc.ca.gov/index.html?ID=52&r_id=/legal/regs/18701.htm

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

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

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

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

DISCLOSURE DETERMINATION FOR CONSULTANT

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

- 1. Department / Board / Commission / Agency Name: City of San Diego/Public Works Department
2. Name of Specific Consultant & Company: Kleinfelder Construction Services, Inc.
3. Address, City, State, ZIP: 5761 Copley Drive, Suite 100 San Diego, CA 92111
4. Project Title (as shown on 1472, "Request for Council Action"): West Mission Bay Drive Bridge
5. Consultant Duties for Project: The Consultant shall perform the professional construction management service, contract administration, construction staking, and environmental services per the construction documents and as directed by RE

6. Disclosure Determination [select applicable disclosure requirement]:

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

- or -

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

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

- or -

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

Four horizontal lines for listing specific economic interests.

By: [Signature] [Luis Schaar, Deputy Director]*

[Date] 5/18/18

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.

Regulation 18701 (a)(2)
http://www.fppc.ca.gov/index.html?ID=52&r_id=/legal/regs/18701.htm
1/28/2006

RESERVED

CITY OF SAN DIEGO Consultant Performance Evaluation

The purpose of this form is to provide historical data to City staff when selecting consultants.

Section I

1. PROJECT DATA		2. CONSULTANT DATA																					
1a. Project (title, location): 1b. Brief Description: 1c. Budgeted Cost: \$ _____ WBS/IO: _____	2a. Name and address of Consultant: 2b. Consultant's Project Manager: _____ Phone: (____) _____																						
3. CITY DEPARTMENT RESPONSIBLE																							
3a. Department (include Division): _____	3b. Project Manager (address & phone): _____ Phone: (____) _____																						
4. & 5. CONTRACT DATA (DESIGN PHASE <input type="checkbox"/> OR CONSTRUCTION SUPPORT <input type="checkbox"/>)																							
4. Design Phase																							
Agreement Date: _____ Resolution #: R- _____		Initial Contract Amount 4a. \$ _____ 4b. Prev. Amendment(s): \$ _____																					
4c. Current Amendment: \$ _____ / Number: _____		4d. Total Agreement (4a. + 4b. + 4c.): \$ _____																					
4d. Type of Work (design, study, as-needed services, etc.): _____	4e. Key Design Phase Completion Dates: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">% of Design Phase Completion</td> <td style="text-align: center;">%</td> <td style="text-align: center;">%</td> <td style="text-align: center;">100%</td> </tr> <tr> <td>Agreed Delivery Date:</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> </tr> <tr> <td>Actual Delivery Date:</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> </tr> <tr> <td>Acceptance of Plans/Specs.:</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> </tr> </table>		% of Design Phase Completion	%	%	100%	Agreed Delivery Date:	_____	_____	_____	Actual Delivery Date:	_____	_____	_____	Acceptance of Plans/Specs.:	_____	_____	_____	Final Construction Est. Completion: _____ Actual Completion: _____				
% of Design Phase Completion	%	%	100%																				
Agreed Delivery Date:	_____	_____	_____																				
Actual Delivery Date:	_____	_____	_____																				
Acceptance of Plans/Specs.:	_____	_____	_____																				
5. Construction Support																							
5a. Contractor _____ (name and address)		Phone (____) _____																					
5b. Superintendent _____																							
5c. Notice to Proceed _____ (date)	5f. Change Orders:																						
5d. Working days _____ (number)	Errors/Omissions _____ % of const. cost \$ _____																						
5e. Actual Working days _____ (number)	Unforeseen Conditions _____ % of const. cost \$ _____																						
	Changed Scope _____ % of const. cost \$ _____																						
	Changed Quantities _____ % of const. cost \$ _____																						
	Total Construction Cost \$ _____																						
6. OVERALL RATING FOR DESIGN PHASE <input type="checkbox"/> OR FOR CONSTRUCTION SUPPORT <input type="checkbox"/>)																							
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"></td> <td style="text-align: center; font-size: small;">Excellent</td> <td style="text-align: center; font-size: small;">Satisfactory</td> <td style="text-align: center; font-size: small;">Poor</td> </tr> <tr> <td style="padding: 5px;">6a. Quality of Plans/Specifications/As-Built</td> <td style="text-align: center;">□</td> <td style="text-align: center;">□</td> <td style="text-align: center;">□</td> </tr> <tr> <td style="padding: 5px;">Compliance with Contract & Budget</td> <td style="text-align: center;">□</td> <td style="text-align: center;">□</td> <td style="text-align: center;">□</td> </tr> <tr> <td style="padding: 5px;">Responsiveness to City Staff</td> <td style="text-align: center;">□</td> <td style="text-align: center;">□</td> <td style="text-align: center;">□</td> </tr> <tr> <td style="padding: 5px;">6b. Overall Rating _____</td> <td></td> <td></td> <td></td> </tr> </table>					Excellent	Satisfactory	Poor	6a. Quality of Plans/Specifications/As-Built	□	□	□	Compliance with Contract & Budget	□	□	□	Responsiveness to City Staff	□	□	□	6b. Overall Rating _____			
	Excellent	Satisfactory	Poor																				
6a. Quality of Plans/Specifications/As-Built	□	□	□																				
Compliance with Contract & Budget	□	□	□																				
Responsiveness to City Staff	□	□	□																				
6b. Overall Rating _____																							
7. AUTHORIZING SIGNATURES																							
7a. Project Manager _____		Date _____																					
7b. Section Head _____		Date _____																					

Section II SPECIFIC RATING									
DESIGN EVALUATION					CONSTRUCTION SUPPORT EVALUATION				
	EXCELLENT	SATISFACTORY	POOR	N/A		EXCELLENT	SATISFACTORY	POOR	N/A
Plans/Specifications accuracy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Drawing reflect existing conditions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Plans/Specs coordination	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	As-Built drawings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Plans/Specs properly formatted	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Quality design	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Code Requirements covered	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Change orders due to design deficiencies are minimized	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Adherence to City design standards	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Timely responses	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Attitude toward Client and review bodies	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Attitude toward Client and review bodies	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Follows direction and chain of responsibility	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Follows direction and chain of responsibility	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Work product delivered on time	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Timeliness in notifying City of major problems	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMPLIANCE WITH CONTRACT & BUDGET	EXCELLENT	SATISFACTORY	POOR	N/A	Resolution of Field problems	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Reasonable agreement negotiation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Value Engineering Analysis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Adherence to fee schedule	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Adherence to project budget	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Timely responses	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Timeliness in notifying City of major issues	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Work product delivered on time	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Section III SUPPLEMENTAL INFORMATION
 (Please ensure to attach additional documentation as needed.)

Item _____ : _____

Item _____ : _____

Item _____ : _____

Item _____ : _____

(*Supporting documentation attached: Yes No)

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:

Construction Management for West Mission Bay Drive Bridge, Contract Number H176823A

B. BIDDER PROPOSER INFORMATION

Kleinfelder Construction Services, Inc.

Table with 4 columns: Legal Name, DBA, Street Address, City, State, Zip, Contact Person, Title, Phone, Fax. Row 1: Kleinfelder Construction Services, Inc., DBA, 5761 Copley Drive, Suite 100, San Diego, CA, 92111, Marc McIntyre, PE, Vice President, 858-223-8476, 858-223-8499.

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.

Marc McIntyre Vice President
Name Title/Position

San Diego, California (Copley Office)

Kleinfelder, Inc. (parent company)

EXHIBIT I

City and State of Residence

Employer (if different than Bidder/Proposer)

CM Support Services

Interest in the transaction

Name

Title/Position

City and State of Residence

Employer (if different than Bidder/Proposer)

Interest in the transaction

Name

Title/Position

City and State of Residence

Employer (if different than Bidder/Proposer)

Interest in the transaction

Name

Title/Position

City and State of Residence

Employer (if different than Bidder/Proposer)

Interest in the transaction

Name

Title/Position

City and State of Residence

Employer (if different than Bidder/Proposer)

Interest in the transaction

Name

Title/Position

City and State of Residence

Employer (if different than Bidder/Proposer)

Interest in the transaction

Name

Title/Position

City and State of Residence

Employer (if different than Bidder/Proposer)

Interest in the transaction

Use Attachment "A" if additional pages are necessary.

C. OWNERSHIP AND NAME CHANGES:

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

Yes No

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

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

Yes No

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

D. BUSINESS ORGANIZATION/STRUCTURE:

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

Corporation

Date incorporated: ____/____/____ State of incorporation: _____

List corporation's current officers:

President: _____

Vice Pres.: _____

Secretary: _____

Treasurer: _____

Is your firm a publicly traded corporation? **Yes** **No**

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

Limited Liability Company

Date formed: ____/____/____ State of formation: _____

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

Partnership

Date formed: ____/____/____

State of formation: _____

List names of all firm partners:

Sole Proprietorship

Date started: ____/____/____

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

Joint Venture

Date formed: ____/____/____

List each firm in the joint venture and its percentage of ownership:

Note: To be responsive, each member of a Joint Venture must complete a separate Pledge of Compliance.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?

Yes No

If **Yes**, use Attachment "A" to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?

Yes No

If **Yes**, use Attachment "A" to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?

Yes No

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

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

Yes **No**

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

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

Yes **No**

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

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

Name of Bank: _____

Point of Contact: _____

Address: _____

Phone Number: _____

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

F. PERFORMANCE HISTORY:

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

Yes **No**

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

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

Yes **No**

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

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

Yes **No**

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

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

Yes **No**

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

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

Yes No

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

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

Yes No

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

7. Performance References:

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

Company Name: _____

Contact Name and Phone Number: _____

Contact Email: _____

Address: _____

Contract Date: _____

Contract Amount: _____

Requirements of Contract: _____

Company Name: _____

Contact Name and Phone Number: _____

Contact Email: _____

Address: _____

Contract Date: _____

Contract Amount: _____

Requirements of Contract: _____

Company Name: _____

Contact Name and Phone Number: _____

Contact Email: _____

Address: _____

Contract Date:

Contract Amount:

Requirements of Contract:

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: _____

Contact Name and Phone Number: _____

Contact Email: _____

Address: _____

Contract Date: _____

Sub-Contract Dollar Amount: _____

Requirements of Contract: _____

What portion of work will be assigned to this subcontractor: _____

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.

Name and 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.)

**REGARDING INFORMATION REQUESTED UNDER THE
CALIFORNIA PUBLIC RECORDS ACT**

The undersigned duly authorized representative, on behalf of the named Contractor declares and acknowledges the following:

The contents of this contract and any documents pertaining to the performance of the contract requirements/Scope of Services resulting from this contract are public records, and therefore subject to disclosure unless a specific exemption in the California Public Records Act applies.

If a Contractor 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 Contractor** 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 Contractor 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 Contractor 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 **Contractor will hold the City harmless** for release of this information.

It will be the **Contractor's obligation to defend**, at Contractor'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 Contractor's request. Furthermore, the Contractor 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 Contractor's request.

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

Name of Firm



Signature of Authorized Representative

Printed/Typed Name

Date

CONSULTANT CERTIFICATION

AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

PROJECT TITLE: _____

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-4 regarding the Americans With Disabilities Act (ADA) outlined in Article IV, "ADA Certification", of the Agreement, and that;

(Name under which business is conducted)

has in place workplace program that complies with said policy. I further certify that each subcontract agreement for this project contains language which indicates the subcontractor's agreement to abide by the provisions of the policy as outlined.

Signed  _____

Printed Name _____

Title _____

CERTIFICATION OF LOCAL AGENCY

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

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

I acknowledge that this Certificate to be furnished to the California Department of Transportation (CALTRANS) in connection with this Agreement involving participation of Federal-aid Highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

5/8/2018
(Date)

[Signature]
(Signature)

CERTIFICATION OF CONSULTANT

I HEREBY CERTIFY that I am the _____
and duly authorized representative of the firm of _____
whose address is _____

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


(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this Agreement; nor

(b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the agreement; nor

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement.

I acknowledge that this Certificate is to be furnished to the California Department of Transportation (CALTRANS) in connection with this Agreement involving participation of Federal-aid Highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

(Date)



(Signature)