

**EXHIBIT**

**ORIGINAL**

**AGREEMENT BETWEEN  
THE CITY OF SAN DIEGO  
AND  
CH2M HILL ENGINEERS, INC.**

**FOR**

**AS-NEEDED CONSTRUCTION MANAGEMENT  
SERVICES - CONVEYANCE PROJECTS**

**(FEDERAL VERSION)**

**CONTRACT NUMBER: H176955**

**R-311673**

**AGREEMENT FOR CONSTRUCTION MANAGEMENT  
PROFESSIONAL SERVICES**

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**CONSTRUCTION MANAGEMENT PROFESSIONAL AS-NEEDED EXHIBITS**

- Exhibit A - Scope of Services
- Exhibit B - Task Order Authorization
- Exhibit C - Compensation and Fee Schedule
- Exhibit D - City's Equal Opportunity Contracting Program Consultant Requirements
  - (AA) Disclosure of Discrimination Complaints
  - (BB) Work Force Report
  - (CC) Subcontractors List
  - (DD) List of Work Made Available (Form AA61)
  - (EE) Summary of Bids Received (Form AA62)
  - (FF) Good Faith Effort List of Subcontractors Solicited (Form AA63)
  - (GG) SWCRB Form 4500-2: DBE Subcontractor Participation Form
  - (HH) SWCRB Form 4500-3: DBE Subcontractor Performance Form
  - (II) SWCRB Form 4500-4: DBE Subcontractor Utilization Form
  - (JJ) Disadvantaged Business Enterprise (DBE) Utilization (CASRF Form UR-334)
- Exhibit E - Consultant Certification for a Drug-Free Workplace
- Exhibit F - Determination Form
- Exhibit G - Consultant Evaluation Form
- Exhibit H - Contractor Standards Pledge of Compliance
- Exhibit I - Regarding Information Requested under the California Public Records Act
- Exhibit J - Americans With Disabilities Act (ADA) Compliance Certification
- Exhibit K - California Labor Code Sections 1720 and 1771
- Exhibit L - Davis-Bacon Wage Decision
- Exhibit M - Water Infrastructure Finance and Innovation Act (WIFIA) program and Clean Water State Revolving Fund Requirements

**ATTACHMENTS**

1. Certification of Local Agency
2. Certification of Consultant

**AS-NEEDED AGREEMENT BETWEEN  
THE CITY OF SAN DIEGO  
AND CH2M HILL ENGINEERS, INC.  
FOR CONSTRUCTION MANAGEMENT SERVICES**

THIS Agreement is made and entered into between the City of San Diego, a municipal corporation [City], and CH2M HILL Engineers, Inc. [Construction Management Professional] to provide Professional Services to the City for construction management services on an as-needed basis.

**RECITALS**

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

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

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

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

**ARTICLE I  
CONSTRUCTION MANAGEMENT SERVICES**

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

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

**1.1.1 Task Order.** Prior to beginning performance in response to a Task Order, Construction Management Professional shall complete and execute the Task Order which must be approved in writing by the City. Each Task Order shall include a scope of Professional Services, a cost estimate, and the time for completion. The scope of Professional Services shall include all activities or work reasonably anticipated as necessary for successful completion of each Task presented by the City.

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

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

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

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

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

**1.5 Confidentiality of Services.** All Professional Services performed by the Construction Management Professional, including but not limited to all drafts, data, correspondence, proposals, reports, and estimates compiled or composed by the Construction Management Professional, pursuant to this Agreement, are for the sole use of the City, its agents and employees. Neither the documents nor their contents shall be released to any third party without the prior written consent of the City. This provision does not apply to information that (a) was publicly known, or otherwise known to the Construction Management Professional, at the time that it was disclosed to the Construction

Management Professional by the City, (b) subsequently becomes publicly known through no act or omission of the Construction Management Professional, or (c) otherwise becomes known to the Construction Management Professional other than through disclosure by the City. Except for Subcontractors covered by Section 4.4, neither the documents nor their contents shall be released to any third party without the prior written consent of the City.

## ARTICLE II DURATION OF AGREEMENT

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

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

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

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

**2.5 City's Right to Suspend for Convenience.** The City may, at its sole option and for its convenience, suspend all or any portion of the Construction Management Professional's performance of the Professional Services, for a reasonable period of time not to exceed six months. In accordance with the provisions of this Agreement, the City will give written notice to the Construction Management Professional of such suspension. In the



event of such a suspension, in accordance with the provisions of Article III of this Agreement, the City shall pay to the Construction Management Professional a sum equivalent to the reasonable value of the Professional Services the Construction Management Professional has performed up to the date of suspension. Thereafter, the City may rescind such suspension by giving written notice of rescission to the Construction Management Professional. The City may then require the Construction Management Professional to resume performance of the Professional Services in compliance with the terms and conditions of this Agreement; provided, however, that the Construction Management Professional shall be entitled to an extension of time equal to the length of the suspension, unless otherwise agreed to in writing by the Parties.

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

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

### **ARTICLE III COMPENSATION**

**3.1 Amount of Compensation.** The City shall pay the Construction Management Professional for actual costs incurred for performance of all Professional Services rendered in accordance with this Agreement, including all reasonably related expenses, in an amount not

to exceed \$45,000,000. The City agrees to issue at least one or more Task Orders with a minimum aggregate value of \$1,000.00 to the Construction Management Professional.

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

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

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

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

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

#### **4.2 Right to Audit.**

**4.2.1 Access.** The City retains the right to review and audit, and the reasonable right of access to Construction Management Professional's and any

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

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

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

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

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

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

coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of contract by the City.

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

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

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

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

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

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

**4.3.3 Acceptability of Insurers.**

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

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

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

#### **4.3.4.1 Commercial General Liability Insurance Endorsements**

**ADDITIONAL INSURED.** To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Additional Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of (a) ongoing operations performed by you or on your behalf, (b) your products, (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 Construction Management Professional's insurance and shall not contribute to it.

#### **4.3.4.2 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 Construction Management Professional.

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

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

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

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

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

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

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

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

Once the Subcontractor corrects the deficiency, the Construction Management Professional shall pay the Subcontractor the amount withheld within fourteen working days of the Construction Management Professional's receipt of the City's next payment.

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

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

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

#### **4.5 Contract Records Reports.**

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

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

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

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

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

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

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

#### **4.6 Non-Discrimination Requirements.**

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

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

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

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

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



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

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

**4.7.4 Subcontractor's Agreements.** The Construction Management Professional further certifies that each contract for Subcontractor Services for 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. Construction Management Professionals and Subcontractors shall be individually responsible for their own drug-free work place program.

**4.8 RESERVED.**

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

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

**4.10.1** If, in performing the Professional Services set forth in this Agreement, any member of the Construction Management Professional's organization makes, or participates in, a "governmental decision" as described in Title 2, section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for the City that would otherwise be performed by a City employee holding a position specified in the department's conflict of interest code, the individual shall be subject to a conflict of interest code requiring the completion of one or more statements of economic interests disclosing the individual's relevant financial interests. The determination as to whether any individual members of the Construction Management Professional's organization must make disclosures of relevant financial interests is set forth in the Determination Form [Exhibit 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 Construction Management Professional's organization to file a statement of economic interests as a result

of the Professional Services performed, the individual shall be considered a "City Official" subject to the provisions of the City of San Diego Ethics Ordinance, including the prohibition against lobbying the City for one year following the termination of this Agreement.

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

**4.10.3 RESERVED**

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

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

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

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

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

**4.14 RESERVED.**

**4.15 RESERVED.**

4.16 RESERVED.

4.17 RESERVED.

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

4.19 **ADA Certification.** The Construction Management Professional hereby certifies [Exhibit J] 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 **Prevailing Wage Rates.** Prevailing wage rates apply to this Agreement.

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

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

4.20.1.1 Copies of 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>. Construction Management Professional and its subconsultants shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

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

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

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

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

**4.20.5 Working Hours.** Construction Management Professional and its subconsultants shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 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 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.

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

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

**4.20.8 Labor Compliance Program.** The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. 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 Construction Management Professional or subcontractor shall not be qualified to bid on, be listed in a bid or proposal, subject to the requirements of section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

**4.20.9.1** A Construction Management Professional's inadvertent error in listing a subconsultant who is not registered pursuant to Labor Code section 1725.5 in response to a solicitation shall not be grounds for filing a protest or grounds for considering the bid or proposal non-responsive provided that any of the following apply: (1) the subconsultant is registered prior to proposal due date; (2) within twenty-four hours after the proposal due date, the subconsultant is registered and has paid the penalty registration fee specified in Labor Code section 725.5; or (3) the subconsultant is replaced by another registered subconsultant pursuant to Public Contract Code section 4107.

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

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

**4.20.11 List of all Subcontractors.** The City may ask Construction Management Professional 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 Construction Management Professional shall provide the list within ten (10) working days of the City's request. Additionally, Construction Management Professional shall provide the City with a complete list of all subcontractors utilized on this Agreement (regardless of tier), within ten working days of the completion of the Agreement, along with their DIR registration numbers. The City shall withhold final payment to Construction Management Professional until at least 30 days after this information is provided to the City.

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

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

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

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

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

See EXHIBIT L.

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

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a

prominent and accessible place where it can be easily seen by the workers. Sub recipients may obtain wage determinations from the U.S. Department of Labor's web site, [www.dol.gov](http://www.dol.gov).

(ii)(A) The sub recipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

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

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the sub recipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the sub recipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

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

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

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

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any

costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

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

(3) Payrolls and basic records.

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

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the sub recipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the sub recipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security



number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the sub recipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sub recipient(s).

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

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

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

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

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

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

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### (4) Apprentices and trainees

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

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not

less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

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

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and sub recipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

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

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

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

#### 4. Contract Provision for Contracts in Excess of \$100,000.

(a) Contract Work Hours and Safety Standards Act. The sub recipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The sub recipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section. (b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Sub recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee; social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Sub recipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by

authorized representatives of the USEPA and the Department of Labor and the State Water Board, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

## 5. Compliance Verification

(a) The sub recipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The sub recipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The sub recipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Sub recipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB. Sub recipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence."

(c) The sub recipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The sub recipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the sub recipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Sub recipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the sub recipient shall verify evidence of fringe benefit plans and payments there under by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The sub recipient shall periodically review contractors' and subcontractors' use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Sub recipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/whd/america2.htm>.

**ARTICLE V  
FEDERAL REQUIREMENTS  
RESERVED**

## **ARTICLE VI INDEMNIFICATION**

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

### **6.2 Construction Management Professional Services Indemnification and Defense.**

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

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

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

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

## **ARTICLE VII MEDIATION**

**7.1 Mandatory Non-binding Mediation.** With the exception of Sections 2.5-2.7 of this Agreement, if a dispute arises out of, or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through normal contract negotiations, prior to the initiation of any litigation, the Parties agree to attempt to settle the dispute in an amicable manner, using mandatory mediation under the Construction Industry Mediation Rules of the

American Arbitration Association (AAA) or any other neutral organization agreed upon before having recourse in a court of law.

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

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

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

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

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

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

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

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

## ARTICLE VIII

## INTELLECTUAL PROPERTY RIGHTS

**8.1 Work for Hire.** All original designs, plans, specifications, reports, documentation, and other informational materials, whether written or readable by machine, originated or prepared exclusively for the City pursuant to this Agreement (Deliverable Materials) is "work for hire" under the United States Copyright 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 Construction Management Professional, including its employees, agents, talent, and independent Subcontractor(s), may not use any such Deliverable Materials mentioned in this article for purposes unrelated to Construction Management Professional's work on behalf of the City without prior written consent of the City.

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

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

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



charge, exclusively to the City, all titles, rights and interests in and to said Work/Deliverable Materials, including all copyrights and other intellectual property rights. City shall have the right to review any Subcontractor agreement for compliance with this provision. Any subcontract in excess of \$25,000.00 entered into as a result of this Agreement, shall contain all provisions stipulated in this Agreement to be applicable to the subcontractors.

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

**8.7 Intellectual Property Warranty and Indemnification.** Construction Management Professional represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this 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 Construction Management Professional to produce, at Construction Management Professional's own expense, new non-infringing materials, deliverables or Works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Construction Management Professional further agrees to indemnify and hold harmless the City, its elected officials, officers, employees and agents from and against any and all claims, actions, costs, judgments or damages of any type alleging or threatening that any materials, deliverables, supplies, equipment, services, 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 Construction Management Professional receives payment under this contract, City shall be entitled, upon written notice to Construction Management Professional, to withhold some or all of such payment.

**8.8 Enforcement Costs.** The Construction Management Professional agrees to pay any and all costs the City incurs enforcing the indemnity and defense provisions set forth in 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 Utilities Department, c/o Francis S. Marquez, MS 901A, 9192 Topaz Way, San Diego, CA 92123, and notice to the Consultant shall be addressed to: CH2M HILL Engineers Inc., Mark B. Elliott, 402 W. Broadway, Suite 1450, San Diego, CA 92101, mark.elliott@ch2m.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 Construction Management Professional shall not assign the obligations under this Agreement, whether by express assignment or by sale of the company, nor any monies due or to become due, without the City's prior written

approval. Any assignment in violation of this paragraph shall constitute a Default and is grounds for immediate termination of this Agreement, at the sole discretion of the City. In no event shall any putative assignment create a contractual relationship between the City and any putative assignee.

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

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

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

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

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

**9.9 Compliance with Controlling Law.** The Construction Management Professional shall comply with all laws, ordinances, regulations, and policies of the federal, state, and local governments applicable to this Agreement, including California Labor Code section 1720 relating to the payment of prevailing wages during the design and preconstruction phases of

a project, including inspection and land surveying work. In addition, the Construction Management Professional shall comply immediately with all directives issued by the City or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations. The laws of the State of California shall govern and control the terms and conditions of this Agreement.

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

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

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

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

**9.18 Conflicts Between Terms.** If an apparent conflict or inconsistency exists between the main body of this Agreement and the Exhibits, the main body of this Agreement shall control. If a conflict exists between an applicable federal, state, or local law, rule,

regulation, order, or code and this Agreement, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this Agreement, the Exhibits, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Agreement.

**9.19 Construction Management Professional Evaluation.** City will evaluate Construction Management Professional's performance of Professional Services on the Project using the Consultant Evaluation Form [Exhibit G].

**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 H.

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

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

**9.25 WIFIA and Clean Water State Revolving Fund Requirements.** The City anticipates receiving financial assistance from the Federal Government and the State of California for this project. The requirements in Exhibit M [Water Infrastructure Finance and Innovation Act (WIFIA) program and Clean Water State Revolving Funds Requirements] are conditions of the receipt of financing from the United States Environmental Protection Agency under the WIFIA program and the State Water Resources Control Board under the Clean Water State Revolving Fund program. The firm contracting with the City (Construction Management Professional) shall comply with all of the requirements as listed in Exhibit M.

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

the EPO requirements and pledges ongoing compliance with the requirements of SDMC Division 48, section 22.4801 et seq., throughout the duration of this Agreement.

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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 Resolution Number R-311673, authorizing such execution, and by the Construction Management Professional pursuant to CH2M HILL Engineers, Inc.'s Certificate of Secretary.

I HEREBY CERTIFY I can legally bind CH2M HILL Engineers, Inc. and that I have read all of this Agreement, this 6<sup>th</sup> day of February, 2018.

By Ron Williams  
Ron Williams  
Vice President

Dated this 27 day of April, 2018.

THE CITY OF SAN DIEGO  
Mayor or Designee

By: Kris Michell cc  
Kris Michell  
Chief Operating Officer  
Office of the COO

I HEREBY APPROVE the form of the foregoing Agreement this 30<sup>th</sup> day of April, 2018.

MARA W. ELLIOTT, City Attorney

By Cherone  
Deputy City Attorney

**EXHIBIT A**

**CONSTRUCTION MANAGEMENT**  
**PROFESSIONAL AS-NEEDED EXHIBITS**

# 1.0 Pure Water San Diego Program – Phase 1

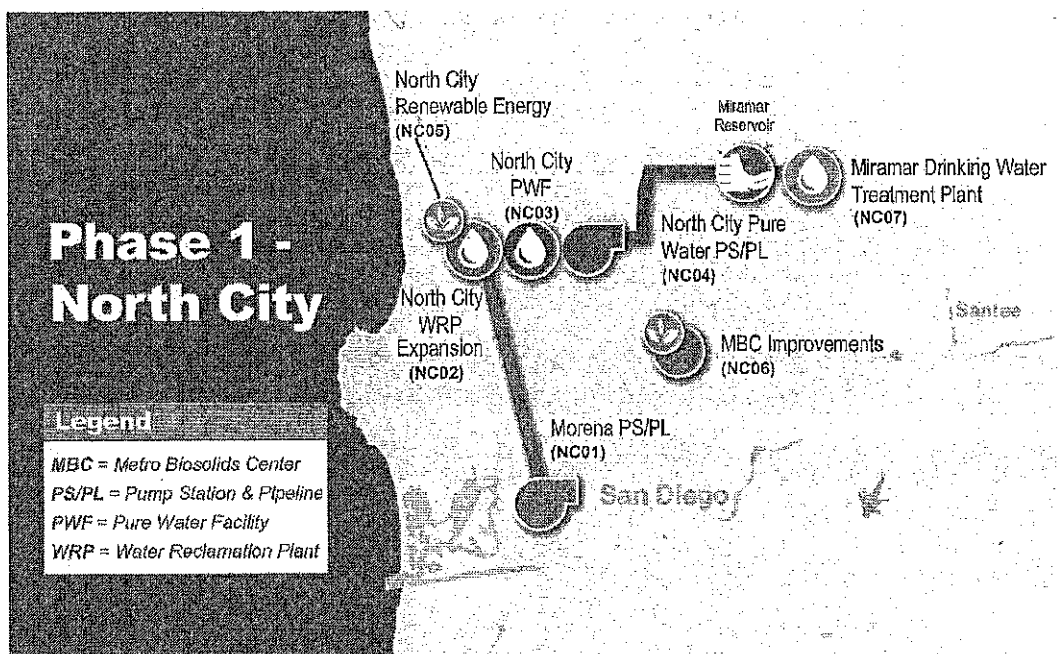
## 1.1 General Program Description

The City of San Diego (“City”) faces two considerable water-related challenges:

- Dependence on imported water for the majority of its supply needs – only 15% of the City’s drinking water is from local supply sources; and
- A unique regulatory arrangement for the Point Loma Wastewater Treatment Plant (PLWTP) – the continued operation of the plant depends on the renewal of a modified permit every five years.

The Pure Water San Diego Program (“Pure Water Program” or “Program”) addresses both of these challenges. At full implementation in 2035, the Program will provide 83 million gallons per day (mgd) or a third of San Diego’s water supply and will reduce the City’s treated wastewater ocean discharges by half.

The Phase I - North City Pure Water Projects (“North City Projects”) illustrated in Figure 1-1 make up the first phase of the Pure Water Program. The North City Projects are scheduled to be operational by the end of 2021 and designed to augment the City’s Miramar Reservoir with approximately 30 mgd of purified water.



**Figure 1-1: North City Projects**

The North City Projects involve diverting additional untreated municipal wastewater to the North City Water Reclamation Plant (NCWRP) via the Morena Pump Station (PS) and Pipeline (PL). Wastewater treated at the expanded NCWRP will be further treated at the North City Pure Water Facility (NCPWF) to produce a safe, high quality, sustainable source of water to supplement existing water supplies. From the NCPWF, purified water will be pumped to Miramar Reservoir via the North City Pure Water (NCPW) PS and PL. Miramar Reservoir is a source of supply to the Miramar Drinking Water Treatment Plant (DWTP), which provides drinking water to the northern portion of the City’s service area.



## 1.2 Summary North City Projects Description

The Pure Water Program Team is currently advancing the design of the North City Projects. With final design efforts well underway, the specific scope of each project, as well as the construction challenges that may be encountered, are better defined. A high-level summary of the current scope of services for each North City Project is provided in this section. More design details are available in the most recent planning and design reports, including the 10% and 30% Engineering Design Reports (EDRs), which have already been completed for some projects. It should be noted that three projects have reached the 30% design milestone, and one reached the 90% milestone, and that the project milestone schedule presented herein is subject to change. Project details will be solidified as part of final design and are therefore also subject to revision. Furthermore, it is possible that other projects could be added later if deemed necessary to achieve the objectives of the Pure Water Program.

### NC01 Morena Pump Station and Pipeline

The Morena PS and PL Project will deliver additional wastewater flows to the NCWRP via four new diversion structures, a pump station (to be located at northeast of intersection of Interstate 5 [I-5] and I-8) and a 10.4-mile, 48-inch-diameter force main. This project also includes the installation of three other pipelines in the same alignment as the Morena force main - a 10.4-mile, 30-inch-diameter pipeline to dispose of the brine generated at the NCPWF and centrate, a 3.5-mile, 36-inch-diameter water main (part of the Morena Pipeline Project – a City Capital Improvement Program [CIP] project) and the replacement of a 3.2-mile portion of an existing 16-inch-diameter water main (also part of the Morena Pipeline CIP Project). The project alignment involves some of San Diego's most traveled roadways, including Morena Boulevard, Clairemont Mesa Boulevard, Genesee Avenue and La Jolla Village Drive.

Status: Final Design Initiated in December 2016; 30%, 60% and 90% Design Packages Scheduled for April 2017, September 2017 and December 2017, respectively.

### NC02 North City Water Reclamation Plant Expansion

The existing NCWRP located at Eastgate Mall and I-805 has an existing capacity of 30 mgd and delivers non-potable reuse (NPR) water to irrigation and industrial customers throughout the northern San Diego region. The NCWRP will be expanded and upgraded to produce 42 mgd of tertiary-treated water to meet NPR water demands and generate source water for the NCPWF. Treatment at the expanded NCWRP will feature preliminary treatment, chemically-enhanced sedimentation, primary effluent flow equalization, biological nutrient removal using the 4-stage Bardenpho process, secondary clarification, coagulation followed by deep bed anthracite filtration, and chlorine disinfection. The pump station and pipeline that are needed to convey the tertiary-treated water from the NCWRP to the NCPWF are also included in the project scope.

Status: Final Design Initiated in December 2016; 30%, 60% and 100% Design Packages Scheduled for April 2017, October 2017 and February 2018, respectively.

### NC03 North City Pure Water Facility

Located just north of the NCWRP, across Eastgate Mall, the new NCPWF will be a state-of-the-art advanced water treatment facility designed to produce up to 34 mgd of purified water. The treatment facility will include the following processes: ozonation, biological activated carbon (BAC) filtration, membrane filtration (MF), reverse osmosis (RO), ultraviolet light/advanced oxidation (UV/AOP), stabilization via carbon dioxide and lime addition, and chlorination. The new treatment facility will be equipped with the most advanced controls and monitoring systems to ensure treatment reliability. The facilities to be built as part of this project include: an operation and maintenance (O&M) building, ozone contactors, an ozone generation system, a liquid oxygen

(LOX) facility, a BAC system, a combined process building (including MF system, RO system and UV system), a chemical system and storage facility, a main electrical building, a product water tank, space provisions for the possible future addition of a testing facility, and the NCPW PS (note: NCPW PL will be built under a separate project).

**Status:** 30% Design Completed in November 2016; Final Design Notice to Proceed (NTP) Scheduled for July 2017; 60% and 100% Design Packages Scheduled for December 2017 and June 2018, respectively.

#### **NC04 North City Pure Water Pump Station and Pipeline**

A new pump station with a capacity of up to 32.8 mgd and a 48-inch-diameter force main approximately 8-miles long are needed to convey the purified water produced at the NCPWF to Miramar Reservoir. At the reservoir, the pipeline will transition into a submerged pipeline with numerous orifices designed to disperse the purified water inside the reservoir. The alignment of this project is also challenging, with a significant portion of the pipeline following Miramar Road and the pipeline ending at Miramar Reservoir, which is a popular recreational area.

**Status:** Final Design Initiated in April 2016; 60% and 90% Design Packages Scheduled for April 2017 and August 2017, respectively.

#### **NC05 North City Renewable Energy**

This project will capture methane gas from the City's landfill located at Marine Corps Air Station (MCAS) Miramar to generate energy and help meet the Climate Action Plan targets for reducing greenhouse gas emissions. The project will produce the majority of power needed for the North City Facilities, including the expanded NCWRP, the NCPWF, the NCPW PS and the expanded Metropolitan Biosolids Center (MBC). Power generation will be expanded at the NCWRP and the MBC to generate electricity from the captured landfill gas supplemented with natural gas. The City will install a new ~15.4 MW generation facility at the NCWRP, a new 1.6 MW generation facility at MBC to serve MCAS Miramar, and a new landfill gas compressor station located at the landfill and a ~3-mile gas pipeline.

**Status:** Planning Study to be Completed Spring 2017; Design-Build-Finance-Operate-Maintain (DBFOM) NTP Scheduled for August 2019.

#### **NC06 Metro Biosolids Center Improvements**

The MBC is the City's regional solids processing facility which receives digested biosolids from the PLWTP and undigested biosolids from the NCWRP. As a result of the NCWRP expansion, the quantity of solids being sent to the MBC will increase, which may impact the quality of the biosolids treated at the facility. To accommodate these additional flows and potential changes in biosolids quality, the following upgrades and improvements will be implemented at the MBC: expansion of grit removal building, new feed pumps, grit separators and clarifiers; new thickening centrifuges, sludge pumps and pipeline; equipment upgrades and replacements at the existing digesters; and centrate pump station upgrades.

**Status:** Planning Study Completed September 2016; Final Design NTP Scheduled for June 2017; 30%, 60% and 100% Design Packages Scheduled for October 2017, February 2018 and July 2018, respectively.

#### **NC07 Miramar Drinking Water Treatment Plant**

Required improvements at the Miramar DWTP are currently being evaluated through various planning studies. These improvements may include upgrades to the reservoir outlet tower, pipelines and/or pump station used to convey water from the Miramar Reservoir to the Miramar DWTP, as well as process improvements to further

enhance chemical conditioning capabilities at the plant. The scope of this project will be based on the outcome of three separate studies: hydraulic evaluation of conveyance system to Miramar DWTP, Miramar DWTP pilot treatability study and Miramar DWTP pipe-loop study.

**Status:** Planning Studies to Be Completed by March 2018.

### 1.3 Anticipated Construction Contracts Packaging

Currently, it is anticipated that the North City Projects will be split into 13 separate construction packages. All North City Projects, with the exception of one, will be implemented using the design-bid-build delivery method. The City plans to deliver the North City Renewable Energy project using a DBFOM contract.

The anticipated construction packages and their estimated construction costs are listed below in Table 1-1.

<b>Table 1-1: Construction Packages for North City Projects</b>		
<b>Construction Package</b>		<b>Estimated Construction Cost (\$M)</b>
<b>No.</b>	<b>Name</b>	
<b>Morena Pump Station and Pipeline Project</b>		
• NC01-1	• Morena Pump Station	• \$ 50.9
• NC01-2	• Morena Pipeline <sup>1</sup>	• \$ 126.1
<b>North City Water Reclamation Plant Expansion Project</b>		
• NC02-1	• NCWRP Site Preparation	• \$ 8.6
• NC02-2	• NCWRP Expansion	• \$ 124.4
• NC02-3	• NCWRP Equalization Basin	• \$ 7.3
• NC02-4	• NCPWF Influent Pump Station and Pipeline	• \$ 14.2
<b>North City Pure Water Facility Project</b>		
• NC03-1	• NCPWF Site Preparation	• \$ 8.6
• NC03-2	• NCPWF and NCPW Pump Station <sup>2</sup>	\$ 402.4
<b>North City Pure Water Pipeline Project<sup>2</sup></b>		
• NC04-1	• NCPW Pipeline and Dechlorination Facility	• \$ 61.3
• NC04-2	• Sub-Aqueous Pipeline	• \$ 6.9
<b>North City Renewable Energy Project</b>		
• NC05-1	• North City Renewable Energy <sup>3</sup>	• TBD
<b>Metro Biosolids Center Improvements Project</b>		
• NC06-1	• MBC Improvements	• \$ 36.5
<b>Miramar Drinking Water Treatment Plant Project</b>		
• NC07-1	• Miramar DWTP Improvements	• TBD
• <b>TOTAL<sup>4</sup></b>		• <b>\$ 847.2</b>

- <sup>1</sup> Includes \$26.0M for the Morena Pipeline Project (not a Pure Water Project) That project includes the installation of approximately 3.5 miles of new 36-inch-diameter water main and replacement of 3.2 miles of an existing 16-inch-diameter water main on Morena Boulevard.
- <sup>2</sup> The NCPW PS, which is being designed as part of the NCPW PS and PL Project, will be built under the same construction contract as the NCPWF.
- <sup>3</sup> Project to be delivery through a DBFOM contract. City up-front costs have yet to be determined. Preliminary estimate of capital costs for North City Renewable Energy Project are \$113.0M.
- <sup>4</sup> Total construction costs (includes construction contingency but excludes delivery costs) for Phase 1 of Pure Water Program excludes up-front costs for North City Renewable Energy Project and capital costs of Miramar DWTP Improvements Project.

## 1.4 Anticipated Construction Challenges

Significant challenges have been identified with regards to the construction, commissioning, and start-up of facilities associated with all North City Projects in Phase 1 of the Program. As described above, it is envisioned that the construction of the North City Projects (Morena PS and PL, NCWRP Expansion, NCPWF, NCPW PS and PL, North City Renewable Energy, MBC Improvements and Miramar DWTP) will be split into at least 13 Construction Contracts. The Program schedule calls for the construction of all of these projects to be completed within a 2- to 3-year timeframe, with facilities coming on line by the end of 2021. Many construction challenges will have to be addressed by the Pure Water Program Team to achieve the 2021 in-service date. Some of the more important challenges identified to date include the following:

**Maintaining NCWRP operational during construction:** The operation of the NCWRP is regulated under various permits. In addition, many customers rely on the Title 22 recycled water produced at the plant for irrigation, commercial and industrial uses. It is critical that the City continue to comply with all regulatory requirements and satisfy customer demands throughout the construction period.

**Constraints at NCWRP:** The expansion of the NCWRP requires placement of large diameter pipelines, structures, and a tunnel shaft in close proximity to existing active pipelines; significant grading and shoring alongside existing critical facilities; and locating a pump station between existing structures. The integrity of all existing infrastructure will have to be protected and maintained throughout construction.

**Constrained site at NCPWF:** The NCPWF site is bounded in all directions with existing land uses that prevent access to areas outside of the designated plant boundary. The parcel size also constrains the overall footprint of the facilities, restricting the maneuvering space available and making construction more challenging.

**Mitigation of community impacts from conveyance projects:** Conveyance infrastructure (pump stations and pipelines) are planned to be located within areas where construction will affect the adjacent community. Pipeline construction will take place in extremely busy rights-of-ways (ROWs) where significant traffic impacts are anticipated. Increased mitigation for construction related impacts may be required. Furthermore, construction of the subaqueous portion of the NCPW pipeline will impact recreational activities around Miramar Reservoir.

**Unforeseen conditions along pipeline alignments:** Both major pipelines (Morena Pipeline and NCPW Pipeline) to be built under Phase 1 have alignments in ROWs that are known to have a large number of existing below-grade infrastructure. Although designers are diligently trying to identify all existing infrastructure, the probability of encountering unforeseen conditions is likely to be higher than average. Very hard material may also be encountered along Miramar Road and other areas along the NCPW pipeline alignment which could result in slower production rates.

**Environmentally sensitive habitat areas near construction zones:** The presence of nearby environmental sensitive habitat areas restricts the number of acceptable temporary construction areas. Construction schedules may also be impacted in order to avoid environmental impacts or to comply with seasonal restrictions on construction activity.

**Environmental, construction and environmental permitting:** With the compressed schedule, it is critical that the permitting prerequisites are met and the permitting agencies are well-informed in advance, in order to eliminate ambiguities that may delay permit issuance.

**Tunneling for pipeline construction:** Various constraints will require that tunneling be performed for construction of several pipeline segments. Tunneling work involves different risks and challenges, including unexpected geotechnical conditions.

**Subaqueous pipeline construction:** Construction of the subaqueous segment of the NCPW Pipeline will present unique construction challenges, especially for inspection of the installed pipeline. Special provisions for inspections of the subaqueous pipeline segments, and of the finished installation, will be required.

**Commissioning of linear system:** The interdependency of the various improvements to be built under different Construction Contracts complicates the testing, start-up and commissioning of the new North City Facilities. All equipment, processes and facilities must be tested individually; additionally the entire system will also require testing as a whole to demonstrate how all facilities operate as a fully-integrated system. Testing and commissioning will also involve a variety of waste streams that must be managed effectively to avoid impacting the operation and commissioning of other project elements or existing facilities. For example, waste stream from the commissioning of pump stations, pipelines and the NCPWF cannot be recycled back to the NCWRP when process trains are being commissioned at the NCWRP.

**Staging areas (shared between NCWRP and NCPWF Construction Contractors [“Contractors”]):** Available staging areas that do not exacerbate environmental impact challenges are limited. The potential need to share a common area at the NCWRP site will require active coordination between Project CM Teams and Contractors.

**Skilled labor shortages:** With multiple contracts ongoing simultaneously during a relatively short period of time, the construction of North City Projects will require a large work force of skilled labor. With other construction projects occurring within the City, County and communities in Southern California, the availability of skilled labor locally may be limited even further.

## 2.0 Overall Pure Water CM Approach

### 2.1 Integrated Team Model

The Pure Water Program is led by the City's Public Utilities Department (PUD) under the direction of the PUD Director. The Program is currently being delivered by an integrated team made up of City staff from the PUD and Public Works Department (PWD), with the support of a Program Management Consultant and multiple Engineering Design Consultants. This team is generically referred to in this RFP as the Pure Water Program Team. Under the current integrated team program management model, functional roles are filled by either City or Consultant staff. City staff are generally matched with a supporting resource from the Program Management Consultant for each of the most critical positions. The City's Program Manager, with the assistance of the

City's Project Delivery Manager, provides day-to-day guidance to the Pure Water Program Team. City staff and members of the Program Management Consultant work side-by-side in a fully integrated fashion at both the project and program levels. This integrated team model will be carried through to the construction phase of the Program.

## 2.2 Construction Management Organization

With the design of all North City Projects well underway, the City will have two separate Construction Management (CM) consultants ("CM Consultant") to the Pure Water Program Team. The CM Consultant is also referred to as the Construction Management Professional. Two separate requests for proposals (RFPs) were issued for the selection of the two CM Consultants and each selected CM Consultant will be issued a separate as-needed services agreement.

It is anticipated that the City will issue each selected CM Consultant separate task orders for (1) general CM support services applicable to multiple North City Projects; (2) project-specific or contract-specific pre-construction services (e.g., constructability reviews); and (3) project-specific or contract-specific CM field services.

### 2.2.1 CM Consultants Work Breakdown

The Pure Water Phase 1 projects described herein fall into two general categories: conveyance or treatment projects. Accordingly, the City's CM strategy for the North City Projects involves the selection of one CM Consultant for the management of all North City Conveyance Projects and one for the management of all North City Treatment Projects. The expected breakdown of contract package responsibilities between the two CM Consultants is shown in Table 2-1.

### 2.2.2 CM Organizational Structure

Figures 2-1, 2-2 and 2-3 on the following pages include a preliminary organizational structure that the City will use for the management of all North City Projects. This structure is not yet final with regards to determining the exact full-time equivalent (FTE) requirements but the positions shown on the charts can be used as a reference to help define and explain the City's general CM model for Phase 1 of the Pure Water Program. The organization charts include three levels of management:

- Level 1: Program;
- Level 2: Specialty (Conveyance and Treatment); and
- Level 3: Project (NC01-NC07).

The three figures show how the City intends to generally distribute the work between City staff, the Program Management Consultant, the two CM Consultants and the various Design Consultants (Engineers of Record). Please note that the City may change some of these assignments following the selection of the two CM Consultants. The final assignment of City or Consultant staff to specific positions will depend upon the availability and qualifications of City staff as well as Consultant staff and are identified in the Figures as "TBD". Final determination of specific assignments and more scope specificity will be included in individual task orders which will be issued at a later date following selection of each CM Consultant.

**Table 2-1: CM Consultant Responsibilities**

<b>CM Consultant for North City Conveyance Projects</b>
NC01-1: Morena Pump Station
NC01-2: Morena Pipeline
NC04-1: NCPW Pipeline and Dechlorination Facility
NC04-2: Sub-Aqueous Pipeline
<b>CM Consultant for North City Treatment Projects</b>
NC02-1: NCWRP Site Preparation
NC02-2: NCWRP Expansion
NC02-3: NCWRP Equalization Basin
NC02-4: NCPWF Influent Pump Station and Pipeline
NC03-1: NCPWF Site Preparation
NC03-2: NCPWF and NCPW Pump Station
NC05-1: North City Renewable Energy
NC06-1: MBC Improvements
NC07-1: Miramar DWTP Improvements
Coordination of System-wide Commissioning <sup>1</sup>

<sup>1</sup> Both CM Consultants will facilitate the commissioning of their respective facilities, but planning and coordination of the overall system-wide commissioning effort will be the responsibility of the CM Consultant for the North City Treatment Projects.

As the North City Projects transitions to construction, the existing pre-construction Program delivery organizational structure will shift to the organizational structure presented in this RFP. As shown in Figure 2-1, Program delivery during the construction phase will continue to be led by the City's Program Manager and Project Delivery Manager, with support from the Program Management Consultant and the two selected CM Consultants. The Program will also benefit from the CM expertise of the City's Lead CM Advisor and Deputy Lead CM Advisor. The City will provide a Senior Construction Manager for Conveyance Projects and a Senior Construction Manager for Treatment Projects, both of whom will oversee day-to-day construction activities with the assistance of the two CM Advisors to be provided by the selected CM Consultants. Each individual project will also be assigned a City's Project Construction Manager who will be supported by a Consultant Deputy Project Construction Manager. Each individual North City Project identified in Table 2-1 will have a project-specific CM Team, generically referred to in this RFP as Project CM Team.

Proposers on this RFP are welcome to suggest modifications and/or additions to the organization charts presented in this RFP which may improve, enhance or provide efficiencies or better value for the City. However, for the purposes of this proposal, Proposers shall only consider the structure presented in the following organizational charts and provide the reference documentation for those required.





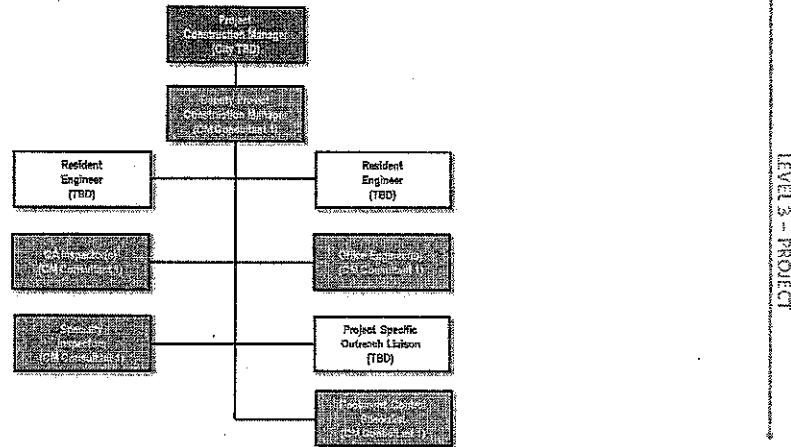
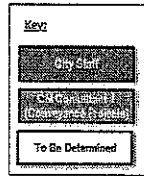


Figure 2-2: Generic Project-Level CM Organization for Conveyance Projects

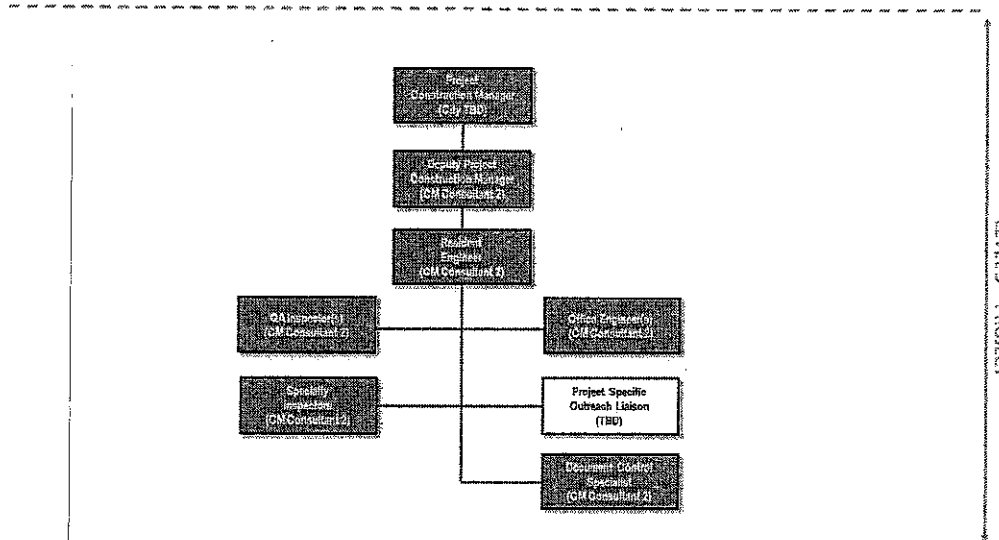
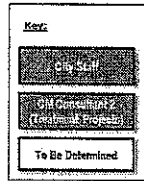
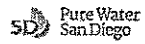


Figure 2-3: Generic Project-Level CM Organization for Treatment Projects

Provided below is a brief description of the key roles and responsibilities associated with the identified CM Consultant positions, as well as the TBD positions shown in Figures 2-1, 2-2 and 2-3.

### 2.2.3 Level 1 – Program Positions

Level 1 positions are primarily filled with City and Program Consultant staff.

**PMWeb Support Specialist (TBD):** Assists in developing PMWeb standards and reporting protocols working closely with the Program Schedule/Cost Controls Manager and other members of the Pure Water Program Team. Provides technical assistance to PMWeb users. The City has a separate contract with PMWeb to provide and develop the various modules of the Pure Water Project Management Information System (PMIS) platform, but a dedicated PMWeb Support Specialist is needed to coordinate with City IT resources and PMWeb representatives to ensure the system is running properly at all times.

### 2.2.4 Level 2 – Specialty Positions

These Level 2 positions provide support to multiple projects and involve a combination of work in the Program Management Office (PMO) and in the field.

**CM Advisor:** Supports the City's Senior Construction Manager (for North City Conveyance Projects) in managing and overseeing the Project CM Teams. Coordinates construction work with CM Advisor for the North City Treatment Projects. Advises the City's Senior Construction Manager as needed on all aspects of managing the construction of large and complex water/wastewater projects. Manages and monitors budgets and schedules, providing trend and forecast reports. Identifies major issues and risks and develops proposed solutions for the City to consider. Collaborates with all management levels to define resource requirements. Works closely with the City and Project CM Teams to identify and secure on an as-needed basis any required specialized services such as but not limited to: public outreach/communication; construction cost estimating support; materials sampling and testing; dispute resolution; partnering; PMWeb support; field surveying; geotechnical support; traffic control; and hazardous material handling.

**Safety Manager:** Develops, drafts and establishes safety procedures, requirements and training for the Program during construction. Reviews the CM Consultant's Health and Safety Plan as well as the Contractor's site-specific Safety Plan to ensure compliance with all Federal, State and locally accepted safety regulations and measures. Conducts regular routine site visits to each construction site to monitor, document and verify compliance with the Consultant's and Contractor's respective safety plans. Coordinates with the Contractor's Safety Officers to promote a safe environment for all workers, visitors to the project sites and the general public throughout the construction duration.

**Quality & Compliance Manager:** Ensures adherence to quality assurance (QA) and contract compliance requirements supporting Project CM Teams with QA and contract compliance verification and documentation. This is a dual role for a senior individual to develop and then oversee the QA program and then also provide confirmation and enforcement of contract compliance during construction. Develops an overall QA program to include procedures and training for QA during construction; defining required monitoring, auditing and testing requirements (including frequency), detailed inspection procedures, material acceptance and verification procedures to establish a robust QA program. In addition, as the Compliance Manager, provides direct oversight of the Deputy Project Construction Managers related to the monitoring, verification and enforcement of contract compliance on the North City Treatment Projects. Provides support to the Project CM Teams to identify, evaluate and manage risks as well as support for

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change order review and resolution as required. Assists the Project CM Teams in contractual closeout to ensure all administrative and contractual requirements are met.

**Equal Opportunity Contracting Program (EOCP) Compliance Officer:** The Labor Compliance Consultant shall be responsible for assisting the City with activities needed to ensure that workers employed by the City's Contractors and their Subcontractors are hired and paid in compliance with all applicable labor standards. They shall serve as the primary contact person for the City's Contractors and their Subcontractors for issues related to labor compliance standards. And they shall immediately inform the City of any changes or developments regarding issues of Federal or California compliance. Responsibilities in this area include: conduct pre-construction labor compliance meetings and or orientations with Contractors (where necessary), provide labor compliance monitoring orientation materials and labor law compliance checklist(s) to Contractors, furnish and collect Contractor information forms (5-Day Letter), forms collection, review and verifications (Department of Apprenticeship Standards (DAS) Form 140, Department of Apprenticeship Standards (DAS) Form 142, California Apprentice Council Training Fund Contribution (CAC-2), Fringe Benefits Statement (FBS) Form, and other forms as necessary), certified payroll review, apprentice oversight, on site monitoring, field interviews, audit/investigation, reports/correspondence with owner, assist the City in the reporting of suspected violations of the prevailing wage law to the Labor Commissioner, labor compliance closeout documents, monitoring services in Prism—<https://pro.prismcompliance.com>, and other necessary labor compliance monitoring services (as required).

**Environmental Project Manager:** Manages all environmental compliance activities during construction of the North City Conveyance Projects. Prepares a project-specific Environmental Compliance Plan that integrates all the California Environmental Quality Act (CEQA), National Environmental Policy Act (NEPA), Mitigation Monitoring and Reporting Plan (MMRP), Storm Water Pollution Prevention Plan (SWPPP), and environmental permit condition requirements. Conducts routine field inspections to evaluate, verify and document that construction activities are in compliance with environmental conditions and requirements. Coordinates with the City's Environmental Compliance Manager (Level 1 position) and the CM Project Teams on environmental compliance issues; and implements the project's Environmental Compliance Plan. Manages and assigns Environmental Monitors to the project as needed.

**Environmental Monitor:** Performs environmental field inspections, including as-needed specialty environmental inspections, to ensure compliance with the project's MMRP and SWPPP. Monitors preconstruction conditions, construction activities and post construction conditions. Participates in meetings with the Project CM Team and the Contractor on the planning of upcoming construction activities. Prepares field documentation to verify compliance and elevates any environmental compliance issues to the Environmental Project Manager.

**Scheduler/Cost Control Engineer:** Provides scheduling and cost control support on all North City Conveyance Projects during construction, including, but not limited to: reviews of the Contractors' baseline schedule, look-ahead schedules, monthly progress schedule updates and Applications for Payment; and reviews and performs time impact analyses for Contractor Change Orders (CCOs)/Field Orders and schedule claims analysis. Coordinates preparation of change order/field orders cost estimates. Analyzes and monitors cost and schedule trends and provides an independent assessment of progress and forecast at completion of construction milestones and overall schedule and costs.

**Test & Start-up Engineer:** Develops a comprehensive Testing, Start-up and Commissioning Plan for the North City Conveyance Projects allowing for the requirements of the individual projects and their construction schedules. Reviews each project's Contract Documents to ensure adequate language is included to provide Contractors with sufficient information for their bid. Collaborates with the Program Schedule/Costs Control Manager and the Test & Start-up Engineer from the Treatment Projects CM

## EXHIBIT A

Consultant Team to assist with the creation of an overall commissioning system-wide plan/schedule. Coordinates with the City's O&M staff to ensure adequate resources, planning and constraints are included in the commissioning sequences. Reviews Contractor's Testing and Start-up Plan and Commissioning schedule. During testing, start-up and commissioning activities, coordinates with City O&M staff, to minimize impacts on existing operating systems and facilities. Works with the Field Lead Inspector and QA Inspectors to monitor and field verify/confirm/document testing requirements and field installations required for testing. Assists the City & Start-up Engineer from the Treatment CM Consultant team with standardizing the commissioning language in all Project Contract Documents; and with planning of a system-wide commissioning effort and manages all the preparatory work required to fully test and commission the entire North City System.

### 2.2.5 Level 3 – Project Positions

**Deputy Project Construction Manager:** While reporting to the City's Project Construction Manager, oversees construction of the project, leading and directing the Project CM Team, and administering the Construction Contract. Directly assists the City's Project Construction Manager by assuming a leadership role on all the following tasks: ensures conformance to established policies, procedures, business processes and applicable regulatory/agency requirements; implements quality plans to assure all construction work is completed in conformance to the Contract Documents; implements environmental compliance requirements and procedures; manages schedules, costs, and change orders; develops and updates the project's construction risk register; and maintains all construction documentation and records. Reviews and recommends for approval all CCOs and Applications for Payment. Determines and recommends when contractual action is necessary against a Contractor and elevates all such issues to the City Project's Construction Manager and CM Advisor. Reviews and provides preliminary approvals of schedule submittals, updates and revisions. Reviews and coordinates all submittals and RFI questions and responses, delegating to the Project CM Team staff where appropriate. Prepares monthly assessments of project status and reports. Facilitates and manages weekly construction progress meetings with Project CM Team and Contractor, and special meetings as required. Coordinates required shutdowns, testing, start-up and commissioning activities, and manages project closeout activities.

**Resident Engineer:** Assists the Deputy Project Construction Manager with the oversight of field activities. Specifically, enforces quality and contract compliance requirements and elevate potential issues and associated recommended actions to the Deputy Project Construction Manager and Quality and Compliance Manager. Develop and implement an Inspection Plan for each Construction Contract. Coordinates and assigns required field inspections, sampling and testing. Works directly with the Contractor to coordinate inspection and testing schedules. Reviews monthly Contractor's Applications for Payment to verify with actual installed work.

**QA Inspector:** Assures that the construction work is performed and completed in accordance with the Contract Documents. Conducts field inspections per industry standards and coordinates required field sampling and testing with Contractor. Prepares inspection reports and other quality records, including material delivery acceptance records, deficiency and non-conformance notices, and record keeping for any approved work to be performed on time and material. Collaborates with the Office Engineer to maintain redlines of the construction drawings that accurately reflect field conditions and coordinates with the Contractor's working set of redlines. Projects may be staffed with various types of specialty QA Inspectors (e.g., civil, piping, welding, electrical) depending on the project elements requiring inspection.

**Specialty Inspector:** Provides special inspections on an as needed basis for individual projects. These inspections, which typically requires special qualifications or a particular certification, may include but are not limited to divers for underwater inspection, structural steel and welding, National Electrical Testing Association (NETA) and other electrical testing, inspection of bolted connections, masonry, installation of epoxy anchors, and fire systems, as required by code and the Contract Documents.

**Office Engineer:** Assists the Deputy Project Construction Manager and Resident Engineer with all contract administration functions. Ensures the Project CM Team is in full compliance with all business processes and procedures outlined in the North City Conveyance Projects CM Plan, including those associated with the review of submittals, RFIs and CCOs; and the timely entry of all documents in PMWeb. Assists with scheduling and documenting project meetings, project reporting, safety reporting, and maintaining record documents. Regularly reviews Contractor as-built drawings and documentation for accuracy and completeness.

**Document Control Specialist:** Assumes a lead role in maintaining all project records, including entry of construction documents into the PMIS. Attends construction meetings and prepares draft meeting notes. In addition to document management functions, provides various clerical and administrative support to the Project CM Team. Establishes office procedures and manages the administrative functions of the field construction office.

**Project Specific Outreach Liaison (TBD):** Provides assistance to the City to develop and implement communication strategies and outreach support, in an effort to address potential public complaints and demands as a result of construction impacts. Assists in resolving potential construction issues, minimizing public impacts and eliminating conflicts that may affect schedule and cost by providing public outreach coordination, notifications and communication.

## 2.3 General CM Guiding Principles

The City, with the assistance of the Program Management Consultant, will review and comment on the CM's proposed CM Plan Framework to ensure that the framework will provide a consistent and standardized approach to managing the Pure Water Program and all North City Projects during construction. That framework will be based on the following set of CM guiding principles:

- (1) All members of the Pure Water Program Team shall make safety their number one priority.
- (2) Key members of the Project CM Teams (in Level 2 and 3 positions) shall gain thorough knowledge of the Contract Documents, the City CM procedures and business processes and the Pure Water PMIS prior to the start of construction activities.
- (3) Systems, business processes and procedures shall be put in place to provide standardization and consistency in the Program's CM approach and facilitate timely City decisions and required actions.
- (4) Issues arising in the field shall be addressed promptly or elevated within the Pure Water Program Team if required before they result in a formal dispute. To that end, various dispute avoidance and dispute resolution techniques, including workshops, pre-submittal meetings, partnering, may be used.
- (5) Members of the CM Team shall take a proactive approach that emphasizes early identification of risks and potential changes, pro-active development of potential solutions and timely resolutions.

- (6) Environmental compliance and public outreach during construction shall be an integral part of each Project CM Team.
- (7) Project CM Teams shall promote a collaborative work environment with the Contractor.

## 2.4 Development of CM Plan

The CM Consultant will be required to prepare a CM Plan for managing the construction of the North City Conveyance Projects. Refer to Section 3.1.3 for a list of the elements that should be covered in that CM Plan.

The City will provide the CM Consultant with the Pure Water Program CM Plan Framework which will outline the minimum required contents for inclusion in the North City Conveyance Projects CM Plan.

The Program CM Plan Framework will include the program-level guidelines for various required business processes and procedures to be implemented during the construction phase. Examples of the procedural guidance to be provided in the Program CM Plan Framework include: cost reporting requirements and processes; schedule submittal and update requirements and processes; document management procedures to be followed using the City's PMIS; and various procedural guidelines for processes such as RFI submittals, CCOs, Applications for Payment, and contractual submittals.

## 2.5 PMIS Platform

The City is currently in the process of configuring a new software platform that will serve as the PMIS for the Pure Water Program. PMWeb was selected by the City through a competitive procurement as the preferred software platform for the PMIS. In addition to its functionality as a PMIS for cost and schedule control, reporting and document management during pre-construction, this system will enable the implementation of business processes and workflows required and typically associated with construction management. The CM Consultant will be required to use the City's PMIS and should not propose development of any other alternative information systems for CM functions. The City will provide all the PMWeb licenses required for the CM Consultant staff and the PMWeb Specialist (see Section 2.2.3) will provide the PMIS training and technical assistance needed to support members of the Pure Water Program Team.

PMWeb is a hosted, secure, web-based platform that provides accessibility through an internet connection. Full support for mobile devices will be available. The CM Consultant may propose strategies for project-specific implementation of mobile data management within the PMWeb environment as part of their proposed approach to performing their CM functions and responsibilities.

In addition to PMWeb, the CM shall also use the City's current document storage system "Documentum" and the future replacement system "Open Text" for storage of documents.

## 3.0 As-needed CM Scope of Services

The CM Consultant selected for managing the construction of the North City Conveyance Projects will provide CM staff augmentation and CM services as described herein on an as-needed basis. The scope of services presented in this RFP applies to the management of the four construction packages associated with the North City Conveyance Projects and the coordination of system-wide commissioning activities

## EXHIBIT A

(refer to Table 2-1). It is also possible that the City may ask the CM Consultant to provide services on other projects required to meet the objectives of the Pure Water Program.

In general, it is anticipated that the CM Consultant will fill the positions identified as "Consultant CM 1" (CM Consultant for North City Conveyance Projects) in Figures 2-1, 2-2 and 2-3. The following position are expected to be full-time positions:

<b>Level 2 CM Positions</b>	<b>Level 3 CM Positions (one such position per project)</b>
<ul style="list-style-type: none"><li>• CM Advisor</li><li>• Safety Manager</li><li>• Quality and Compliance Manager</li><li>• Environmental Project Manager</li><li>• Scheduler/Cost Control Engineer</li></ul>	<ul style="list-style-type: none"><li>• Deputy Project Construction Manager</li><li>• Resident Engineer</li><li>• QA Inspector</li><li>• Office Engineer</li><li>• Document Control Specialist</li></ul>

The CM Consultant may be asked at a later date to fill additional positions (including some that are currently marked as "TBD") and provide any of the services outlined in Sections 3.1 and 3.2 to support the management of construction activities. The final scope of the specific services to be provided by the CM Consultant will be determined in the individual task orders that will be issued later.

### 3.1 Core CM Services

#### 3.1.1 Consultant Team Management

The CM Consultant shall work under the direction of the City Senior Construction Manager in charge of the Conveyance Projects. The Consultant CM Advisor who will be dedicated full-time to the Pure Water Program and be part of the PMO, shall maintain open communication with the City Senior Construction Manager at all times. The CM Consultant shall become familiar with all the business processes, procedures and systems put in place by the City to manage the North City Projects, as well as with all Contract Documents of all North City Conveyance Projects, which will be accomplished partly through constructability reviews of those documents. The CM Consultant shall monitor the performance and oversee the work of all CM Consultant staff, including those of CM Subconsultants. Finally the CM Consultant shall be able to provide additional resources on short notice and forecast when peak workload periods may occur and how to handle them.

#### 3.1.2 Constructability Reviews

In the later stages of design, and prior to the Contract Documents being released for bids, each Project CM Team shall perform a constructability review on each set of Contract Documents. The constructability review shall also address biddability by identifying uncertainty and ways to minimize unquantifiable risks to the bidders. The City Senior Construction Manager and the CM Advisor will identify appropriate CM experts, and representatives from the construction industry (if needed) to conduct the constructability reviews.

The constructability reviews will utilize a focused workshop format. The reviews will include checking the Contract Documents (plans and specifications) for completeness, compliance with related design standards and design criteria, and physical feature or system interface points. Potential coordination issues, missed details, potential time delays, potential risks and liabilities, and inter-Contractor coordination items should be identified.



## EXHIBIT A

Specifically, each constructability review will include:

- Review of the Contract Documents for clarity, consistency, completeness, and ease of construction to achieve the overall project objectives.
- Review of the Contract Documents to identify interfaces and potential interfaces between adjacent contracts and ensure they are clear and constructible.
- Review of the Contract Documents for any inconsistencies among the Contract requirements.
- Review specific requirements for major schedule milestones within each Contract to help ensure coordination with other Contracts and prevent interruptions to existing operations.
- Review of the Contract Documents for vagueness and ambiguities, in order to minimize change orders.
- Review of bid list to verify bid items and quantities and make sure the correct pay sections are referenced and concur with the units of measurements included in the list.
- If applicable, make recommendations for cost-effective alternative materials, and/or design concepts.
- The constructability review for each individual Construction Contract will include three major tasks:
  - Kick-off/orientation -- a one-day workshop
  - Detailed review – three days of review
  - Wrap-up/preparation of memorandum – a one-day workshop

### 3.1.3 Development of CM Plans

The CM Consultant shall prepare a comprehensive CM Plan for managing the construction of the North City Conveyance Projects. That plan shall include at a minimum the following elements:

- An organization chart of the integrated CM Team at Levels 2 and 3 (specialty level and project level) with a description of duties and responsibilities of the CM staff and an anticipated level of effort for each position;
- An internal and external communication plan;
- Dispute avoidance and resolution strategies;
- The CM Team's overall QA approach;
- A safety plan describing the overall strategy and specific processes to ensure the Contractor and CM Project Teams comply with all applicable Federal, State and local safety regulations;
- The CM Team's approach to ensure environmental compliance (note: Consultant will also be required to submit a separate Environmental Compliance Plan);
- Configuration control process for maintaining latest set of approved Contract Documents; and
- The CM Team's approach to manage schedule, costs, risks, changes and quality.

Each plan will detail the day-to-day administration of the North City Conveyance Projects to ensure successful delivery and compliance with all City policies, business processes and procedures.

### **3.1.4 Field Office Administration and Setup**

The CM Consultant shall be responsible for mobilizing all necessary staff to and from the various project sites. The CM Consultant shall prepare, equip and stock the field office(s) with any additional office equipment not covered in the Contract Documents and required for completion of the work. The CM Consultant is also responsible for providing vehicles, cellular phones, digital cameras, safety equipment, as well as any other tools required for its personnel for the duration of construction activities along with other consumable supplies.

The Document Control Specialist (Level 3 position) shall support the Deputy Project Construction Manager in managing the field office and attending to the administrative needs of Project CM Team. This includes scheduling, preparing agendas and meeting minutes, and updating action item lists and status reports via PMWeb for all weekly and other construction-related meetings.

### **3.1.5 Quality Assurance/Quality Control (including Field Inspection and Special Inspection)**

The CM Consultant shall assist the City with performing quality assurance/quality control (QA/QC) for all elements of the Construction Contract by overseeing and monitoring construction activities performed by the Contractor. Refer to Sections 2.2.4 and 2.2.5 for a brief description of the role and responsibilities of the Quality & Compliance Manager (Level 2 CM Consultant position), and the QA Inspector, Specialty Inspector and Resident Engineer (Level 3 CM Consultant positions). The CM Consultant shall review the Contractor's QC Plan submittal to make sure it meets the expectations of the City. Furthermore, the CM Consultant shall assist the City with implementing critical QA/QC reviews to ensure Contractor compliance with all the quality requirements outlined in the Contract Documents and the Contractor's QC Plan.

- o **Inspection Plan:** The CM Consultant shall prepare an Inspection Plan for each Construction Contract. The plan should outline all of the required inspections, including field checklists and specific types of tests that are required (including frequency). The Inspection Plan should also include: detailed inspection procedures; an outline of acceptance and rejection procedures; designation of responsibility for scheduling and securing laboratories to perform tests; designation of who will prepare samples; and timing of inspections with the scheduled work. The Inspection Plan shall be drafted by the Resident Engineer assigned to each Construction Contract, with the assistance of the Quality Compliance Manager. Each Inspection Plan shall then be approved by the Quality and Compliance Manager and the City Senior Construction Manager.
- o **Inspection:** The QA Inspector(s) assigned to each Construction Contract shall provide full-time inspection of construction activities including monitoring all construction work, preparing daily inspection reports utilizing the PMIS (PMWeb) and recording and documenting field events to ensure projects are constructed in accordance with plans and specifications. This task also includes monitoring the Contractor's compliance with all safety and environmental requirements. Furthermore, QA Inspector(s) shall track and record on a daily basis the change order work performed on a force account basis.

## EXHIBIT A

- **Special Inspection:** The CM Consultant shall perform special inspections as required based on the scope of the individual Construction Contracts. These inspections include but are not limited to:
  - Hazardous material;
  - Welding/X-rays;
  - Tunneling;
  - Permit compliance enforcement (e.g., dewatering, SWPPP);
  - Fire systems;
  - NETA and other electrical testing;
  - Structural welding;
  - Structural masonry;
  - Anchor bolts;
  - Structural concrete and rebar; and
  - Off-site fabrication.
  - Underwater inspection (Subaqueous Pipeline)

### 3.1.6 Project Controls

**Cost Control:** The Scheduler/Cost Control Engineer assigned to each project shall assist the Resident Engineer and Deputy Project Construction Manager with the review and tracking of all Contractor costs using PMWeb. Cost control functions include the following:

- Identify and track cost changes and trends;
- Generate monthly costs to complete forecasts based on change orders and trends;
- Assist with the review of Applications for Payment to ensure they are accurate and representative of the work performed to date.

**Schedule Control:** The Scheduler/Cost Control Engineer assigned to each project shall perform all construction schedule reviews and analyses using the latest version available for Primavera P6 Professional and Acumen Fuse. Schedule control functions include the following:

- Review and comment on the Contractor's baseline schedule;
- Review Contractor's monthly schedule updates to monitor and assess progress and identify potential delays; and
- Review Contractor's time extension requests, time impact analyses, recovery schedules and perform schedule analyses for CCOs involving schedule impacts.

Software licenses and training, other than PMWeb are the responsibility of the CM Consultant. The CM Consultant shall provide all required licenses of Primavera P6 Professional and Acumen Fuse. The City estimates that the CM Consultant shall provide up to 20 licenses. Other software tools may be used only if

## EXHIBIT A

approved by the City. The CM Consultant's review of Contractor's monthly schedule submittals is further described under Section 3.1.7.

**Document Control:** All members of the Project CM Team shall use the Program's document control platform, PMWeb, for tracking and recording of all formal documents (e.g., submittals, RFIs, CCOs, invoices, and incoming/outgoing communications related to construction). The City will provide training and all licenses necessary during the construction duration for use of PMWeb.

The Office Engineer and Document Control Specialist will support all members of the Project CM Team with document record data entry.

### 3.1.7 Contract Compliance/Administration

The CM Consultant shall assist the City with all aspects of administrating the Construction Contract to ensure compliance with all contract terms. Refer to Sections 2.2.4 and 2.2.5 for a brief description of the role and responsibilities of the Quality and Compliance Manager (Level 2 CM Consultant position), Deputy Project Construction Manager (Level 3 CM Consultant position), and Office Engineer (Level 3 CM Consultant position), who all will be involved in the administration of the various Construction Contracts. The CM Consultant shall assist the City with reviewing various Contractor submittals, implementing the Program's pre-established change management process, interpreting contract terms to facilitate negotiations with the Contractor, and providing general oversight of the Contractor's performance in regards to compliance with the Construction Contract terms. Specific contract administration functions include the following:

**Communications with Contractor:** Provide clear, timely and effective written and oral communication to the Contractor and other stakeholders in the administration of the Contract. Record all formal communications in PMWeb.

**Review of Contractor Submittals:** Record receipt of all Contractor submittals (including but not limited to RFIs, CCOs, Applications for Payment and other submittals specified in the construction documents) and load all related documents in PMWeb. Coordinate and/or perform review of submittals and provide written responses to the Contractor. Raise issues identified in Contractor submittals to the Deputy Project Construction Manager and Resident Engineer. The review of CCOs shall include an assessment of impacts to the project schedule and cost.

**Field Instructions (FIs):** Prepare and issue FIs to the Contractor when needed and track the Contractor's actions in response to those instructions. All FIs and associated communications shall be prepared in PMWeb.

**Contract Documents Updates:** Maintain a complete construction field set of all Contract Documents (including drawings and specifications) that accurately reflect installed field conditions. This important function involves annotating submittal comments based on the resolution of RFIs and CCOs, as well as any field adjustments to the Contract Documents as they occur.

**Weekly Meetings:** Conduct and document weekly job site progress meetings involving members of the Project CM Team and the Contractor.

### 3.1.8 Environmental Compliance

## EXHIBIT A

The CM Consultant shall provide environmental compliance experts, including an Environmental Project Manager (Level 2 CM Consultant position) and as-needed Environmental Monitors (Level 2 CM Consultant position), who under the direction of the City's Environmental Compliance Manager, will enforce all applicable environmental requirements as outlined in environmental review documents and permits issued by regulatory agencies. Note that the City will be responsible for obtaining all environmental permits. The CM Consultant shall prepare a project-specific Environmental Compliance Plan that integrates all CEQA, NEPA, MMRP, SWPPP, and environmental permit condition requirements for the North City Conveyance Projects. The Environmental Project Manager will be responsible for environmental compliance verification in the field and required coordination with the Project CM Team and Contractor during construction to ensure compliance with all applicable standards, codes and regulations issued under Federal and State laws imposing environmental and resource conservation requirements. This includes, but is not limited to, the following:

- Review, interpret and enforce all applicable environmental regulatory requirements stipulated in permits issued by regulatory agencies, the environmental review documents included or referenced in the project Contract Documents, as well as in the MMRP.
- Enforce the Contractor's fulfillment of the National Pollutant Discharge Elimination System (NPDES) Permit Program, and other activities subject to the Construction General Permit, California State Water Resources Control Board Order No. 2012-006-DWQ (as amended).
- Review, interpret and enforce the City of San Diego storm water permit requirements for water quality improvements and construction Best Management Practices (BMPs), per the Storm Water Standards Manual, updated in February 2016.
- Review environmental impacts of proposed construction methods to ensure the project construction can be accomplished within the environmental constraints and monitor the Contractor's compliance with all applicable environmental requirements.
- Prepare environmental compliance reports per mitigation and permit requirements and the MMRP. This may include requirements associated with a Regional Water Quality Control Board (RWQCB) 401 Water Quality Certification, a U.S. Army Corps of Engineer (USACE) 404 Permit, and/or a California Department of Fish & Wildlife (CDFW) Streambed Alteration Agreement.
- Immediately report any violation of the stated requirements resulting from any construction activity to the City's Environmental Compliance Manager who will determine how to direct the Contractor and any applicable reporting requirements. In the event of an environmental violation, the City Project Construction Manager will have stop work authority over the Contractor.
- Ensure adequate environmental compliance training is provided to the Contractor and members of the Project CM Team.

### 3.1.9 Field Safety

The Contractor is solely responsible for safety on all individual Construction Contracts and it is the responsibility of the Safety Manager (Level 2 CM Consultant position) to monitor compliance with the Contractor's Safety Plan. It is also the responsibility of all members of the Project CM Team to promote a safe overall environment for all workers and visitors to the project site at all time, and to immediately notify the Safety Manager of any potentially unsafe site conditions. Construction activities shall comply with all

## EXHIBIT A

Federal, State and local safety regulations. The Project CM Team shall also monitor the job site to ensure proper measures are taken to protect the public from construction-related hazards. The Safety Manager shall review the Contractor's Health & Safety Plan and the Contractor's planning of construction activities including review of the Contractor's Job Hazard Analysis in advance of the related field work activities.

**Field Safety Equipment:** The CM Consultant shall be responsible for providing all necessary personal protective equipment (PPE) including hard hats, boots, lights, and other safety equipment to its staff. Compensation for this equipment is included in the hourly rate multiplier unless otherwise approved by the City.

**Field Safety Training:** The CM Consultant shall provide general safety training to all Consultant CM staff who will be assigned to one of the Program's Field Offices. The Safety Manager assigned to each North City Project will provide additional Program-specific safety training to all City and Consultant CM staff assigned to one of the North City Conveyance Projects. Designated members of the Project CM Team will also in turn need to be able to provide a brief safety training to all visitors to the project site.

### 3.1.10 Testing, Start-up and Commissioning

The CM Consultant will assign a Test & Start-up Engineer (Level 2 CM Consultant position) to develop a Testing, Start-up and Commissioning Plan for each North City Conveyance Project, as well as a North City System-wide Commissioning Plan.

Refer to Section 2.2.4 for a brief description of the role and responsibilities of the Test & Start-up Engineer. The Contractor will be required to submit detailed Testing and Start-up Plans. The testing, start-up and commissioning of equipment, systems and facilities include the following functions:

- Review of Contractor's Test and Start-up Plans and incorporate some of the details in the Testing, Start-up and Commissioning Plan for the North City Conveyance Projects, .
- Coordinate upcoming equipment testing and start-up with the Project CM Team, Designers, Contractor and Vendor/Manufacturer Field Service Representatives.
- Secure CM resources required to field verify and document testing outcomes and field installations. This includes unit/component tests; function and system tests; acceptance tests; and start-up tests.
- Ensure Contractor submits all required O&M Manuals as specified in the Contract Documents. Turnover of North City Facilities to City O&M staff shall not proceed until all final O&M Manuals have been approved and received.
- Coordinate Vendor/Manufacturer training and turnover of new facilities to the City's O&M Division with the Contractor, City Senior Construction Manager, City Project Construction Managers' and Equipment Vendor Representatives.

### 3.1.11 Contract Closeout

The CM Consultant shall assist the City's Project Construction Manager with overseeing the turnover of new improvements and facilities to the appropriate City's O&M Division. This include Contract closeout, management of warranty period activities and demobilization of the CM Consultant staff. Closeout activities include but are not limited to the following:

- Coordinate and conduct a final walk-through to verify completion of Contract and related items of work.

- Develop punch list and verify completion of all items listed and obtain final documentation and releases.
- Verify and deliver Contractor as-built marked up drawings for final record drawing preparation.
- Verify final versions of the Operations and Maintenance manuals have been submitted by the Contractor(s) to the satisfaction of all parties.
- Resolve all remaining change orders and review final payment to Contractor.
- Monitor required permit, outside inspections and agency sign-offs.
- Process Final Contract Change Orders, Release of Claims, Final Contractor payment and other documents necessary to properly file and record the contract Notice of Completion.
- Ensure all CM documents and formal correspondence are properly stored in PMWeb.
- Prepare final Contract Closeout Report.

## **3.2 Specialized CM Services**

### **3.2.1 Public Outreach/Communication**

The CM Consultant shall provide as-needed assistance to the City with project-specific, construction-focused public outreach and communication. Such efforts may include, but are not limited to the following:

- Develop and implement a Project-Specific Public Outreach Plan.
- Keep nearby communities informed on the progress of construction activities and address any concerns that may arise during construction and/or commissioning.
- Use various outreach strategies (including social media) to communicate with the general public, area residences and businesses, and other entities about potential construction impacts, including road conditions, anticipated traffic delays and detours.
- Prepare and distribute various outreach materials, such as, slides and handouts at public outreach meetings, mailers and/or door hangers.
- Assist with design of project-specific signage.
- Attend community meetings if requested by the City.
- Incorporate stakeholders/public input and document the outreach process, issues, discussions, goals and outcome.

### **3.2.2 Construction Cost Estimating Support**

The CM Consultant shall provide as-needed independent cost estimating support for the review and assessment of CCOs, requests for change, cost reduction proposals (including value engineering change proposals) and claims submitted by the Contractor. The costs estimates shall be developed utilizing a production-based cost model that is in alignment with the methods and measurements of payment for each item of work and shall further provide distinct scope to identify and quantify indirect costs.

### **3.2.3 Materials Sampling and Testing**

## EXHIBIT A

The City of San Diego's Staff will conduct all Materials Sampling and Testing needs. If the City requires additional support in this area, the CM Consultant may at any time be asked to provide the services described below:

- Collect relevant documentation such as certificates of compliance and mill certifications as delineated in the Contract Documents.
- Provide qualified and approved testing laboratories and staff to perform all tests required to verify the quality of materials used and proper placement of those materials.
- Conduct field and laboratory soils sampling, testing and analyses.
- Provide materials sampling and testing in the field, plants and laboratory, as required, including but not limited to, concrete, cellular concrete grout, asphalt, backfill materials, rebar, and pipeline lining.
- Operate, staff, and maintain an onsite National Institute for Certification in Engineering Technologies (NICET) certified materials testing laboratory for the testing of concrete, soils and asphalt.
- Attend and witness factory acceptance tests prior to shipment of equipment or materials to the project site to ensure that testing of equipment and materials are performed per applicable standards and specifications governing the work.

### 3.2.4 Dispute Resolution

The Project CM Team shall lead a cooperative, responsive, good faith effort to equitably resolve and settle disputes, disagreements and claims. The Project CM Team shall assist the City's Senior Construction Manager and City's Project Construction Managers with the resolution of disputes and formal claims in accordance with the Contract Documents and applicable statutes. This may involve assisting the City with setting up a formalized process that involves a Dispute Resolution Board.

### 3.2.5 Partnering

Members of the Project CM Team shall develop and foster a partnering relationship with the Contractor. This may involve CM Consultant participation in a formal partnering process. The details associated with the partnering effort will be developed in conjunction with the Contractor at the start of construction activities. The role of the CM Consultant in this effort will be defined later.

### 3.2.6 Field Surveying

Provide field surveying services. These services may include the field verification and confirmation of established control monuments and the Contractor's line and grade in order to provide QA of the construction work.

### 3.2.7 Optional CM Services

The CM Consultant shall provide optional (additional) CM services that have not been included in other tasks under Sections 3.1 and 3.2 only after receiving written authorization from the City Senior Construction Manager. Optional (additional) CM services may include, but are not limited to, the following:



## EXHIBIT A

**PMWeb Support:** Provide resources to support additional customization of PMWeb and the continued operation of the PMIS platform. Those resources may also be used to troubleshoot technical issues and correct system malfunctions.

**Owner Controlled Insurance Program (OCIP):** Assist the City with the administration of an OCIP, including the management of the safety program associated with the OCIP.

**Geotechnical Support:** Provide third-party geotechnical services as requested by the City. These services may be required to support the analysis of a CCO or claim that involves the geotechnical recommendations made as part of the design phase.

**Traffic Control:** Assist the Project CM Team with identifying specific changes to be made to the Contractor's Traffic Control Plan if necessary to address unanticipated traffic issues. Support Project CM Team's efforts to secure required approval of those changes.

**Hazardous Material Handling:** Provide hazardous material expertise to assist with the identification, classification and proper handling of hazardous materials including contaminated soils encountered on a project site.

## END OF SCOPE OF SERVICES

## TASK ORDER AUTHORIZATION FOR PROFESSIONAL SERVICES [TASK ORDER]

Consultant:

Agreement:

Task Order No.:

Date:

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

**Part A**

**Scope of Services**

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

**Part B**

**Task Order Compensation**

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

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

**Part C Personnel Commitment**

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

**Part D Time Sequence**

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

**City of San Diego**

**Consultant**

Recommended For  
Approval:

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

Approved By:

By:

Name:  
(Type)

Title:

Date:

# COMPENSATION AND FEE SCHEDULE

CH2M HILL ENGINEERS, INC

PERSONNEL CLASSIFICATION	Hourly Rate
Principal-in-Charge/Resource Manager	\$275
CM Advisor	\$276
Safety Manager	\$220
Quality Assurance Manager	\$230
Environmental Project Manager	\$198
Environmental Monitors	\$135
Deputy CM	\$260
Resident Engineer 2	\$195
Resident Engineer 1	\$185
Office Engineer 2	\$165
Office Engineer 1	\$130
Scheduler/Cost Control Engineer	\$150
Test and Start Up Engineer	\$223
Document Control	\$110
EOCP Compliance Manager	\$119
QA Inspectors	DIR PW x 2.8
Specialty Inspectors	\$217
Senior Technical Consultant	\$230
Technologist 3	\$190
Project Assistant/ Accountant	\$88

**NOTE:**

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

## AB Engineering, Inc.

PERSONNEL CLASSIFICATION	Hourly Rate
Deputy Construction Project Manager I	\$165
Deputy Construction Project Manager II	\$185
Resident Engineer I	\$150
Resident Engineer II	\$165
QA Inspector	\$135
Office Engineer I	\$135
Office Engineer 2	\$150
Document Control Specialist	\$90
Test and Start-up Engineer	\$150
Specialty Inspectors	\$130

## Richard Brady &amp; Associates

PERSONNEL CLASSIFICATION	Hourly Rate
Deputy Construction Project Manager	\$215
Resident Engineer	\$170
QA Inspector	\$165
Test and Start-up Engineer	\$137
Office Engineer	\$110
Document Control Specialist	\$85
Specialty Inspectors	\$165
Engineer Diver	\$285
Diving Supervisor	\$165
Diving Technician	\$156
Quality Control/Senior Technical Reviewer	\$215

## CPM Partners

PERSONNEL CLASSIFICATION	Hourly Rate
Lead Scheduler	\$220
Scheduler/Cost Engineer	\$120
Cost Estimator 1	\$120
Cost Estimator 2	\$150
Cost Estimator 3	\$180

## Gonzalez-White Consulting Services

PERSONNEL CLASSIFICATION	Hourly Rate
President	\$95.75

## Harris &amp; Associates

PERSONNEL CLASSIFICATION	Hourly Rate
Resident Engineer	\$190
QA Inspector	\$160
Office Engineer	\$130
Document Control Specialist	\$100
Specialty Inspector	\$185

## Helix Environmental Planning

PERSONNEL CLASSIFICATION	Hourly Rate
Principal Biologist	\$210
Principal Regulatory Specialist	\$205
Project Manager	\$155
Senior Scientist III	\$170
Senior Scientist II	\$140
Senior Scientist I	\$120
Regulatory Specialist	\$125
Biologist V	\$107
Biologist IV	\$99
Biologist III	\$91
Biologist II	\$83
Biologist I	\$75
Operations Manager	\$90
Senior Archaeologist	\$150
Staff Archaeologist	\$85
Principal Acoustician	\$195
Noise/Air Quality Specialist	\$135
Technical Editor	\$85
Clerical	\$65
Senior GIS Specialist	\$135
GIS Specialist II	\$105
GIS Specialist I	\$75

## Katz &amp; Associates

PERSONNEL CLASSIFICATION	Hourly Rate
Senior Project Manager	\$160.00
Assistant Project Manager	\$125.00

## Kleinfelder

PERSONNEL CLASSIFICATION	Hourly Rate
QA Inspector**	\$163.00
Senior QA Inspector **	\$171.00
Office Engineer	\$122.00

Document Control Specialist	\$87.00
Environmental Project Manager	\$214.00
Hazardous Materials Lead Monitor (CAC, CSST)	\$166.00
Hazardous Materials Monitor (CSST, SWPPP-QSD, QSP) Non-PW	\$133.00
Hazardous Materials Monitor (CSST, SWPPP-QSD, QSP)** PW Grp 1	\$165.00
Environmental Monitor Non-PW	\$86.00
Environmental Monitor PW Grp 1**	\$135.00
Specialty Inspector Structural Welding / CWI**	\$163.00
Specialty Inspector – Structural Welding**	\$123.00
Specialty Inspector – Structural Masonry**	\$123.00
Specialty Inspector – Anchor Bolts**	\$123.00
Specialty Inspector – Structural Concrete and Rebar**	\$123.00
Specialty Inspector – Off-Site Fabrication**	\$163.00

\*\* Prevailing Wage

**KLEINFELDER**  
**GEOTECHNICAL and MATERIALS LABORATORY TESTING SERVICES**

<b>Soil Density Test</b>			
<b>Test</b>	<b>Standard Test Method +</b>	<b>Fee</b>	<b>Unit</b>
Standard Proctor, 4" Mold	D698, T99	\$240.0	each
Standard Proctor, 6" Mold	D698, T99	\$240.0	each
Modified Proctor, 4" Mold	D1557, T180	\$240.0	each
Modified Proctor, 6" Mold	D1557, T180	\$240.0	each
Proctor Check Point	T272	\$125.00	each
Proctor Oversize Correction	D4718	\$70.00	each
Treated Soil Proctor	D558	\$320.0	each
Minimum and Maximum Relative Density	D4254, D4253	\$400.0	each
California Impact, CTM 216, Dry Method	CTM216	\$225.0	each
California Impact, CTM 216, Wet Method	CTM216	\$195.00	each

<b>Soil Classification and Index Tests</b>			
<b>Test</b>	<b>Standard Test Method +</b>	<b>Fee</b>	<b>Unit</b>
Sieve Analysis, % Finer than 200 Sieve	D1140	\$85.00	each
Sieve Analysis, Fine	D422, D6913, T88	\$125.00	each
Sieve Analysis, Coarse	D422, D6913, T88	\$125.00	each
Sieve Analysis, Coarse and Fine	D422, D6913, T88	\$160.00	each
Hydrometer Analysis	D422, D7928	\$175.00	each
(Requires a Sieve Analysis, not included)			
Water Content	D2216, D4363, T265	\$25.00	each
Water Content and Dry Unit Weight	D2216, D2937, D7263	\$45.00	each
Atterberg Limits, Multiple Point	D4318-A, T89, T90	\$180.00	each
Soil Specific Gravity	D854, T100	\$150.00	each
Soil Organic Content	D2974-C	\$110.00	each
Soil Resistivity	G187	\$160.00	each
Chloride Content		\$60.00	each

Sulfate Content		\$60.00	each
Thermal Resistivity, Per Point	D5334, IEEE 422	315.00	each
Thermal Resistivity, Dry-Out Curve	D5334, IEEE 422	925.00	each

SOIL BEARING PRESSURE TESTS			
Test	Standard Test Method	Fee/Unit	
California Bearing Ratio, Single Point (proctor not included)	D1883, T193	\$ 350.00	each
California Bearing Ratio, 3 Points included) (Proctor not included)	D1883, T193	\$ 650.00	each

Resistance R-Value	D2844	\$ 315.00	each
Resistance R-Value of Treated Material	D2844	\$ 370.00	each
Rock Correction for R-Value	D2844	\$ 85.00	each
CTB Strength, Individual Specimen		\$ 185.00	each
CTB Strength, Set of 3, Without Design		\$ 420.00	each
CTB Complete Mix Design		\$ 1,250.0	each

SOIL STRENGTH AND PERMEABILITY TESTS			
Test	Standard Test Method+	Fee/Unit	
Unconfined Compressive Strength	D2166, T208	\$ 140.00	each
Direct Shear, 3 Points	D3080, T236	\$ 370.00	each
Direct Shear, Residual Strength, Each Pt	D3080-Modified	\$ 210.00	each
Consolidation without Time Rate Plots	D2435-Modified	\$ 345.00	each
Consolidation, All Loads with Time Rates	D2435-B, T216-B	\$ 630.00	each
Collapse Potential	D5333	\$ 185.00	each
One Dimensional Free Swell	D4546	\$ 155.00	each
One Dimensional Swell, Percent Heave	D4546	\$ 250.00	each
Expansion Index	D4829	\$ 185.00	each

## AGGREGATE TESTS

Test	Standard Test Method+	Fee/Unit	
Cleanness Value	CTM227	\$ 160.00	each
Clay Lumps and Friable Particles, per size*	C142, T112	\$ 105.00	each
Coarse Specific Gravity & Absorption	C127, T85	\$ 80.00	each
Fine Specific Gravity & Absorption	C128, T84	\$ 105.00	each
Coarse Durability	D3744, T210	\$ 140.00	each
Fine Durability	D3744, T210	\$ 140.00	each
Flat and Elongated Particles, per size*	D4791	\$ 80.00	each
Fractured Faces, per size*	D5821, T335	\$ 105.00	each
Lightweight Pieces (Per specific gravity of heavy liquid)	C123, T113	\$ 330.00	each
Los Angeles Abrasion, Large Aggregate	C535	\$ 210.00	each
Los Angeles Abrasion, Small Aggregate	C131, T96	\$ 185.00	each
Organic Impurities	C40, T21	\$ 65.00	each
Sand Equivalent, 3 points	D2419, T176	\$ 140.00	each
Sieve Analysis, % Finer than 200 Sieve	C117, T11	\$ 85.00	each
Sieve Analysis, Fine	C136, T27	\$ 125.00	each

EXHIBIT C

Sieve Analysis, Coarse	C136, T27	\$	125.00	each
Sieve Analysis, Coarse and Fine	C136, T27	\$	160.00	each
Soundness of Aggregate, per size *(see note	C88, T104	\$	145.00	each
Unit Weight	C29, T19	\$	65.00	each
Water Content	D2216, C566, T255	\$	25.00	each

CONCRETE TESTS

Test	Standard Test Method+	Fee/Unit		
Concrete Compression	C39	\$	31.00	each
Concrete Core Compression	C42	\$	70.00	each
Concrete Cylinder Unit Weight	C567	\$	105.00	each
Concrete Drying Shrinkage, set of 3	C157	\$	500.00	each
Concrete Flexural Strength	C78	\$	105.00	each
Concrete Modulus of Elasticity	C469	\$	300.00	each
Concrete Splitting Tensile Strength	C496	\$	90.00	each
Concrete Core Thickness	C174	\$	20.00	each
Concrete Laboratory Trial Batch	C192	\$	1,250.00	each
RCC Compression	C39	\$	65.00	each
Shotcrete Compression	C1140	\$	80.00	each
CLSM Compression	D4832	\$	45.00	each

MASONRY TESTS

Test	Standard Test Method+	Fee/Unit		
Masonry Grout Compression	C1019	\$	31.00	each
Masonry Mortar Compression	C942	\$	31.00	each
Masonry Core Compression	CA DSA	\$	70.00	each
Masonry Core Shear	CA DSA	\$	70.00	each
Masonry Prism Compression	C1314	\$	115.00	each
CMU Absorption and Received Moisture	C140	\$	80.00	each
CMU Compression	C140	\$	105.00	each
CMU Dimension Verification	C140	\$	45.00	each
CMU Lineal Shrinkage	C426	\$	250.00	each
Masonry Brick Absorption	C67	\$	85.00	each

ASPHALT TESTS

MIX PROPERTY TESTS				
Test	Standard Test Method	Fee/Unit		
Air Voids Determination (calculation only)	D3203	\$	50.00	each
VMA Determination (calculation only)		\$	55.00	each
VFA Determination (calculation only)		\$	55.00	each
Volumetric Properties (calculation only)		\$	55.00	each
Gradation of Extracted Aggregate	D5444	\$	120.00	each
AC Core Thickness	D3549	\$	15.00	each
AC Content by Extraction	D2172	\$	210.00	each
Hveem Stability	D1560	\$	34.00	each
Hveem Stability without Compaction	D1560	\$	175.00	each
AC Content by Ignition Oven	D6307, T308	\$	150.00	each
AC Ignition Oven Calibration (determination of mix correction)	D6307	\$	315.00	each



**EXHIBIT C**

AC Moisture Content	T329	\$	55.00	each
Marshall Stability and Flow ( <i>does not include compaction</i> )	D6927	\$	160.00	each
AC Swell	CTM305	\$	110.00	each
AC Core Unit Weight & Thickness	D1188, D2726, D3549	\$	55.00	each
Slurry Seal Wet Track Abrasion	D3910, ISSA TB100	\$	350.00	each

<b>DESIGN AND DENSITY TESTS</b>				
Test	Standard Test Method <sup>+</sup>	Fee/Unit		
Centrifuge Kerosene Equivalent	CTM303	\$	250.00	each
Film Stripping	CTM302	\$	130.00	each
Index of Retained Strength	D1075	\$	1,050.00	each
Unit Weight, Gyrotory Method	T312	\$	370.00	each
Unit Weight, Hveem Method	D1561	\$	300.00	each
Unit Weight, Marshall Method	D6926	\$	220.00	each
Maximum Theoretical Specific Gravity	D2041	\$	150.00	each
Caltrans Tensile Strength Ratio	CTM371	\$	2,200.00	each
Moisture Vapor Susceptibility		\$	300.00	each
Mix Design, Hveem Method W/RAP		\$	7,600.00	each
Mix Design, Hveem Method		\$	5,400.00	each
Mix Design, Marshall Method		\$	3,000.00	each
Mix Design, Superpave Method		\$	6,000.00	each
Caltrans Opt Bitumen Content OGFC	CTM368	\$	1,575.00	each
Hamburg Wheel Track, Set of 2		\$	1,100.00	each

<b>BOLT TESTS</b>				
Test	Standard Test Method <sup>+</sup>	Fee/Unit		
Bolt Assembly Suite (Bolt, Nut, Washer)*	F606	\$	200.00	each
Bolt Hardness	E18	\$	30.00	each
Bolt Proof Load	F606	\$	40.00	each
Bolt Wedge Tensile	F606	\$	40.00	each
Nut Hardness	E18	\$	30.00	each
Nut Proof Load	F606	\$	40.00	each
Washer Hardness	E18	\$	30.00	each

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

<b>METAL TESTS</b>				
Test	Standard Test Method <sup>+</sup>	Fee/Unit		
Bend	A370, E290	\$	40.00	each
Rebar Coupler Slippage	A370, CTM 670	\$	140.00	each
Rebar Coupler Tensile	A370, A1034, CTM 670	\$	90.00	each
Rebar Coupler Tensile $\geq 2$ Sq.In. CrossSect	A370, A1034, CTM 670	\$	150.00	each
CTM 670 Strain (Elongation)	CTM670	\$	20.00	each
PT Strand Tensile	A370, A1061	\$	150.00	each
Tensile $< 2.0$ Sq. In. Cross-Sect.	A370, E8	\$	90.00	each
Tensile $\geq 2.0$ Sq. In. Cross-Sect.	A370, E8	\$	150.00	each

**EXHIBIT C**

Rockwell Hardness	E18	\$	30.00	each
Galvanization Thickness	B499, E376	\$	25.00	each
*Machining test specimens is not included. Additional fees may be assessed for testing at temperatures other than 40°F.				

<b>MISCELLANEOUS TESTS</b>				
Test	Standard Test Method <sup>+</sup>	Fee/Unit		
Non-Masonry Grout Compression	C579	\$	31.00	each

<b>SAMPLE PREPARATION</b>				
Test	Standard Test Method <sup>+</sup>	Fee/Unit		
Rock Sample Preparation	D4543	\$	160.00	each
Sample Cutting and Trimming		\$	31.00	each
Sample Remolding		\$	80.00	each

+ Common ASTM, AASHTO and DOT test methods

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

Those beginning with A, B, C, D, E, F, or G are ASTM methods

Those beginning with T are AASHTO methods.

**LaRoc Environmental**

PERSONNEL CLASSIFICATION	HOURLY RATE
Task Manager – QSD/P, TOR	\$150
Project Engineer/Scientist	\$148
Engineer/Scientist/GIS Professional	\$138
Stormwater/Water Quality Inspector, QSP	\$120
Drafting Aide, Engineering/Field Technician	\$105

**La Salle Solutions, LLC**

Personnel Classification	Hourly Rate
Construction Inspector/Prevailing Wage	\$163.38
Based on DIR Prevailing Wage and Fringe Benefits of August 2017 = \$73.60	
Lead Construction Inspector /Prevailing Wage	\$179.76
Document Control Specialist	\$94.37

**O'Day Civil Engineering**

Personnel Classification	Hourly Rate
Project Manager	\$211.00
Project Engineer	\$170.00

**EXHIBIT C**

Design Engineer	\$149.00
AutoCad Technician	\$133.00
Construction Office Management/Document Control	\$90.00
<b>FIELD ENGINEERING-PREVAILING WAGE</b>	
3 Man Survey Crew	\$469.45
2 Man Survey Crew	\$316.32
1 Man Survey Crew/Survey Chief/Project Surveyor	\$161.60

**PALEO SOLUTIONS**

<b>Personnel Classification</b>	<b>Hourly Rates</b>
Program Manager	\$210.00
Principal Investigator/Project Manager	\$170.00
Field Director/Safety Officer	\$125.00
Assistant Project Manager	\$100.00
Supervisor/Crew Chief	\$87.50
Technician	\$77.00
Geographic Information Systems Specialist	\$90.00
Technical Editor	\$75.00
Contract Manager	\$75.00

**PW ENGINEERING**

<b>Personnel Classification</b>	<b>Hourly Rate</b>
Senior Principal Engineer	\$250
Principal Engineer	\$230
Senior Engineer	\$210
Associate Engineer	\$180
Engineer	\$140
Deputy Construction Project Manager	\$240
Senior Resident Engineer	\$220
Resident Engineer	\$200
Senior Inspector	\$180
Inspector	\$160
Senior Technical Advisor	\$230
Senior Document Control Specialist	\$120
Document Control Specialist	\$100

## Red Tail Monitoring &amp; Research, Inc.

Personnel Classification	Hourly Rate
Archaeology Project Manager	\$115.00
Senior Archaeologist	\$90.00
Associate Archaeologist II	\$75.00
Associate Archaeologist II	\$60.00
Native American Monitor	\$60.00
Arch / NAM	\$90.00
GIS/Graphics Administrator	\$100.00
GIS/Graphics Specialist	\$75.00
Accountant / Admin Associate	\$70.00
<p>Show-Up Charge = 2 Hours: This charge is applicable when work is canceled without at least 16 hours of notice prior to the start of work the following day. The most frequent example of a Show-Up Charge is for "Rain Days." This charge is also applied to Pre-construction meetings or any project specific meetings.</p> <p>4 Hour Minimum: For all days that a Monitor is scheduled and any work is done on the applicable project, a four hour minimum charge will be applied.</p>	

## Rocks Biological Consulting Rate Sheet

Personnel Classification	Hourly Rate
Principal Biologist	\$180
Senior Regulatory Specialist	\$175
Senior Project Manager/Lead Biologist	\$155
Senior Biologist	\$135
Associate/Monitoring Biologist	\$110
GIS Specialist	\$115
Technical Editor	\$75
Clerical Assistant	\$65

## SAFEWORK CM

Position Description	Hourly Rate
Deputy Construction Project Manager	\$194.40
Resident Engineer	\$182.25
Safety Manager	\$170.10
QA Inspector	\$157.95
Document Control Specialist	\$97.20

## NV 5

Position Description	Hourly Rate
Construction Manager / PM	\$186.00
Resident Engineer	\$178.00
QC Manager	\$166.00
Assistant RE/Inspection	\$154.50
Project Engineer	\$140.00
Inspector (Lead)	\$129.50
Staff Engineer	\$110.00
Office Engineer/Doc Control	\$97.30
Project Administrator	\$82.40
SWPPP Support	\$154.50
<b>Non-Destructive Testing</b>	
Non Destructive Technician & Equipment (Ultrasonic/Magnetic Particle/Dye Penetrant) (per hour)	\$135
<b>Specialty Services</b>	
Coring/Sawing Operator & Equipment	\$160
Reinforcing Steel Location (Pachometer)	\$160
Anchor Pull Test – up to 30 kips (per hour)	\$140
Floor Moisture Vapor Emission Testing	\$129.50
Vapor Emission Test Kit (each)	\$50
Floor Flatness Survey (per Inspection)	\$1,500
In-place Masonry Shear (per test)	\$150
Shotcrete Nozzleman Verification < 12" thick (each)	\$1,900
Shotcrete Nozzleman Verification > 12" thick (each)	\$2,400
<b>Materials Testing</b>	

**EXHIBIT C**

Concrete	
Compression Test, 4x8 Cylinder	\$25.00
Compression Test, 6x12 Cylinder	\$27.00
Compression Test Gunite / Shotcrete Panels, 3 Cut Cores / Panel (set)	\$325
Compression Test, Core (incl sample prep)	\$75
Compression Test, Lightweight Concrete Fill	\$60
Compression Test, Non-shrink Grout Cubes	\$55
Concrete Flexural Test	\$80
Thermal resistivity Testing (Per Cylinder)	\$500.00
Drying Shrinkage (3 specimens – 28 days)	\$310
Modulus of Elasticity, Static	\$98
Splitting Tensile Strength	\$95
Trial Batch (incl Mix Design, Aggregate Testing & six Compression Tests)	\$745
Trial Batch (includes 6 Flexural Beams)	\$870
Unit Weight, Lightweight Concrete Fill	\$75

<b>Soils</b>	
California Bearing Ratio (CBR) includes MDD	\$390.00
Cement-treated Base, Lab Design Cement-treated Base, Sample Fabrication Cement-treated Base, Compression Test Chloride Content of Soil	\$80.00
Consolidation	\$300.00
Direct Shear (undisturbed ring specimens)	\$245.00
Direct Shear (remolded specimens)	\$295.00
Expansion Index	\$150.00
Hydrometer Analysis with Fine Gradation	\$200.00
Hydrometer Analysis with Coarse & Fine Laboratory Compaction Test (Moisture Density Relation – per curve)	\$250.00
Laboratory Compaction w/Rock Correction	\$165.00
Moisture Content	\$200.00
Plasticity Index/Liquid Limit (Atterberg Limit) Permeability – Constant Head	\$40.00
Fine-grained Soils	\$135.00
Granular Soils	\$360.00
R-value (minimum 3 points)	\$220.00
	\$250.00

**EXHIBIT C**

Resistivity & pH of Soil	\$160.00
Sand Equivalent	\$95.00
Sulfate Content of Soil	\$80.00
Sieve Analysis of Soil Sample	\$180.00

<b>Structural/Reinforcing Steel</b>	
H. S. Bolt Conformance– Bolt, Nut & Washer	\$200.00
Mechanically Spliced Reinforcing Steel	\$105.00
Mechanical Tests, Hardness Test, Rockwell	\$65.00
Prestressed Steel, Tensile Test, Strand (7-wire)	\$160.00
Reinforcing Steel, Tensile Test – <No. 11 Bar	\$70.00
Reinforcing Steel, Tensile Test – >No. 12 Bar	\$75.00
Reinforcing Steel, Bend Test	\$70.00
Spray-applied Fireproofing Density Tests	\$75.00
Structural Steel, Tensile – Up to 200,000 lbs.	\$85.00
Structural Steel, Bend Test	\$70.00
Welded Specimens, Tensile Test	\$135.00
DSA Specimen Tracking (per sample)	\$10.00

<b>Masonry</b>	
Absorption Test, Brick	\$55.00
Compression Test, Composite Prism	\$125.00
Compression Test, Brick	\$60.00
Compression Test, Blocks	\$75.00
Compression Test, Cores	\$75.00
Compression Test, Grout / Mortar	\$40.00
Masonry Block Conformance	\$575.00
Modulus of Rupture, Brick	\$50.00
Moisture as Received, Brick	\$45.00
Saturation Coefficient Brick	\$55.00
Unit Weight & Absorption, Block	\$55.00
Efflorescence, Block or Brick Only	\$55.00
Linear Shrinkage	\$125.00
Masonry Core Shear Test	\$85.00
<b>Welding Certification</b>	
American Welding Society (AWS D1.1)	

**EXHIBIT C**

Limited Thickness Plate (per position)	\$385.00
Unlimited Thickness Plate (per position)	\$335.00
Pipe (per position)	\$285.00
AWS D1.3 Light-gauge Metal	\$215.00
AWS D1.4	
Bar Size #3 through #9	\$245.00
Bar Size #10 through #11	\$275.00
Bar Size #14 through #18	\$295.00
American Society of Mechanical Engineers (ASME) Plate- or Pipe-welder Qualification	\$915.00
Fillet Weld Test (Break & Etch Test)	\$315.00
Fillet Weld Test Plates	\$80.00
Ultrasonic Testing of Weld Coupons	\$150.00
<b>Aggregates</b>	
Absorption Test, Coarse Aggregate	\$50.00
Absorption Test, Fine Aggregate	\$50.00
Aggregate Conformance Testing for State of CA Projects, per Aggregate Size (includes: Sieve Analysis, Specific Gravity, No. 200 Wash, Organic Impurities, Unit Weight)	\$235.00
Clay Lumps & Friable Particles	\$100.00
Cleanness Value	\$120.00
Crushed Particles, Percent	\$125.00
Durability Index, Coarse Aggregate	\$120.00
Durability Index, Fine Aggregate	\$95.00
Los Angeles Abrasion (L.A. Rattler)	\$185.00
Mortar-making Properties of Fine Aggregates	\$565.00
Organic Impurities in Sand	\$55.00
Sieve Analysis Coarse Aggregate	\$105.00
Sieve Analysis Fine Aggregate (includes Wash)	\$95.00
Sodium Sulfate Soundness (per size fraction)	\$95.00
Specific Gravity, Fine Aggregate	\$75.00
Specific Gravity, Coarse Aggregate	\$65.00
Unit Weight (per cubic foot) Voids in Aggregate	\$75.00



**EXHIBIT C**

<b>Asphalt Concrete</b>	
Asphalt Mix Design	
Asphalt Mix Design Review	\$290.00
Film Stripping	\$90.00
Hveem Stability & Unit Weight	\$175.00
Marshall Stability, Flow & Unit Weight (3 ea)	\$190.00
Maximum Theoretical Unit Weight (Rice)	\$105.00
Extraction - Ignition Oven (including gradation)	\$200.00
Extraction- Solvent Method (including gradation)	\$225.00
Percent Swell	\$105.00
Unit Wt Compacted Sample (Specific Gravity)	\$90.00
Unit Weight Sample Requiring Compaction	\$140.00

<b>Additional Caltrans Testing</b>	
Fine Aggregate Angularity (Caltrans CT 234)	\$175.00
Flat and Elongated Particles (Caltrans CT 235)	\$190.00
Voids in Mineral Aggregate	\$65.00

**NV5 General Conditions**

Prevailing wage increases will be implemented in accordance with the applicable DIR determination detailed below.

Prevailing Wage Billing rates are calculated based on requirements of DIR Building Inspector SC-23-63-2-2016-2D. Overtime will be compensated and billed per the requirements of the above determination. Determination has a pre-determined hourly increase of \$2.30 effective 7/1/2018.

Actual cost will be billed for ODC's including vehicles, per diem (pursuant to DIR requirements), RE Office Expenses, and reproduction cost.

**Testing Samples** - A preparation charge will be added to all samples submitted to the laboratory that are not ready for testing. There will be a 50% premium charge for "RUSH/PRIORITY" testing.

**Scheduling** - A minimum of 16 hours' notice is requested to schedule personnel. If less than 16 hours' notice is provided on a cancellation, a cancellation charge of 2 hours may be assessed.

**Overtime Rates** - Rates are based on an 8-hour workday Monday through Friday. Work in excess of 8 hours in one day or over 40 hours in one week will be charged a premium of 1.5 times the quoted rates. Work over 12 hours in one day or over 8 hours on the 7th consecutive day or worked holidays will be charged at 2.0 times quoted rates. Prevailing wage requirements for Saturday work will be billed a 1.5 times premium and for Sunday work will be billed a 2.0 premium.

**Minimum Charges** - Hours will be charged upon portal-to-portal basis. For inspection call-out between 0 and 4 hours a minimum charge of 4 hours will be applied. Six hours will be charged for work performed between 4.5 and 6 hours, eight hours will be charged for work performed over 6 hours up to 8 hours. A 2-hour minimum will apply for unscheduled cancellations. A 4-hour minimum charge shall apply to all cancellations after inspector has been dispatched.

**Holidays** - The following holidays are observed: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day. Should a holiday fall on Saturday or Sunday, the closest previous or following regular workday will be observed for the holiday.

**Engineering Review/Report Preparation** - Reasonable engineering and project management time will be included for scheduling, report review, and data evaluation.

**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.

## EXHIBIT D

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

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

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

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

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

### IV. **Disadvantaged Business Enterprise (DBE) Requirements.** The City seeks to foster a business climate of inclusion and to eliminate barriers to inclusion. The City encourages Proposers to seek and use DBE

## EXHIBIT D

firms for this solicitation. Proposers agree that they will cooperate and assist the City in fulfilling the DBE Good Faith Effort (GFE) Requirement achieving “fair share objectives” and will exercise the six, affirmative steps to achieve such minimum participation of small, minority and women owned businesses.

### A. Good Faith Efforts:

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

B. DBE Potential Resource Centers:

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

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

Name and Address	Telephone and Web Site
<b>U.S. Small Business Administration</b>	(415) 744-6820 Extension 0
455 Market Street, Suite 600	Dynamic Small Business Search: <a href="http://dsbs.sba.gov/dsbs/search/dsp_dsbs.cfm">http://dsbs.sba.gov/dsbs/search/dsp_dsbs.cfm</a> <sup>1</sup>
San Francisco, CA 94105	Bid Notification: <a href="https://eweb1.sba.gov/subnet/common/dsp_login.cfm">https://eweb1.sba.gov/subnet/common/dsp_login.cfm</a> <sup>2</sup>
RE: Minority Enterprise Development Offices	
<b>U.S. Department of Commerce</b>	(415) 744-7415
Minority Business Development Agency	Bid Notification:
555 Montgomery Street	<a href="http://www.mbda.gov">http://www.mbda.gov</a> <sup>3</sup>
San Francisco, CA 94111	RE: Business Development Centers

State Agencies (must be contacted):

**EXHIBIT D**

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

Notes:

1. The Proposer shall use the SBA's Dynamic Business Search database to search for potential subcontractors, suppliers, and/or manufacturers. Provide a copy of search records with GFE documentation.
  2. The Proposer shall use SUB-Net to post subcontracting opportunities. The Proposer shall post Subcontractor opportunities at least 30 Calendar Days prior to bid opening. Small businesses can review this web site to identify opportunities in their areas of expertise. The web site is designed primarily as a place for large businesses to post solicitations and notices. Provide copy of the Display Solicitation Record with the GFE documentation.
  3. The Proposer may use MBDA web portal to post subcontracting opportunities. If utilized, the Proposer shall post subcontractor opportunities at least 30 Calendar Days prior to Proposal due date. Small businesses can review this web site to identify opportunities in their areas of expertise. The web site is designed primarily as a place for large businesses to post solicitations and notices. Provide copy of the Offer Overview with the GFE documentation.
  4. Based on the federal DBE program, CALTRANS maintains a database and provides directories of minority and woman-owned firms. Provide copy of search records with GFE documentation.
  5. CPUC maintains a database of DBE-owned business enterprises and serves to inform the public. Provide copy of search records with GFE documentation.
- B. Annual DBE Utilization Reporting. The Proposer shall report to the City on an annual basis, their utilization of Minority Business Enterprise and Women Business Enterprise subcontractors and suppliers using California State Revolving Funds (CASRF) Form UR-334 (Attachment JJ).
- C. Subcontractor Participation List. The Subcontractor Participation List (Attachment CC) shall indicate the Name and Address, Scope of Services, Percent of Total Proposed Contract Amount, Certification Status and Where Certified for each proposed Subcontractor/Subconsultant.

**V. Maintaining Participation Levels.**

- ii. Consultants are required to achieve and maintain the DBE participation levels throughout the duration of the goods, services, or consultant contract.
- iii. If the City modifies the original specifications, the Consultant shall make reasonable efforts to maintain the DBE participation based on commitment levels made in the original proposal. The City must approve in writing the reduction in DBE participation levels.
- iv. The Consultant shall notify and obtain written approval from the City in advance of any reduction in subcontract scope, termination, or substitution for a designated DBE subcontractor.
- v. Consultant's failure to maintain DBE participation levels as specified in the goods, services, or consultant contract shall constitute a default and grounds for debarment under Chapter 2, Article 2, Division 8, of the San Diego Municipal Code.

**VI. Definitions.**

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

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

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

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

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

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

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



## EXHIBIT D

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

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

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

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

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

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

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

### VII. Certifications.

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

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

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

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

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

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

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

### VIII. List of Attachments.

#### AA. Disclosure of Discrimination Complaints

**EXHIBIT D**

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

**DISCLOSURE OF DISCRIMINATION COMPLAINTS**

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

CHECK ONE BOX ONLY.

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

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

Construction Management Professional Name CH2M HILL Engineers, Inc.

Certified By Ronald Williams Name Title Vice President

Ronald E. Williams Signature Date 2/9/18

**USE ADDITIONAL FORMS AS NECESSARY**

## CH2M HILL Engineers, Inc.

### Agency Charges and Litigation Claims from January 1, 2007 to Present

CH2M HILL Engineers, Inc. is disclosing the following discrimination complaints that were filed or are pending against CH2M HILL Engineers, Inc. in any court or administrative proceeding for which it has records, for the period January 1, 2007 to present, in which it is alleged that CH2M HILL Engineers, Inc. has engaged in discrimination against any of its employees, subcontractors, vendors or suppliers. CH2M HILL Engineers, Inc. is not aware of any other agency or court actions not listed below, and to the extent any such matters existed, they were either resolved without agency action or litigation, dismissed by an agency or court, or otherwise disposed of without any findings or admissions of liability or wrongdoing by CH2M HILL Engineers, Inc.

Date of Claim	Location of Claim	Brief Description Of Claim	Litigation (Y/N)	Current Status	Remedial Action Taken (if any)
2008	U.S. District Court, Pennsylvania	Age discrimination claim.	Y	Matter settled. No admission of liability or wrongdoing.	No remedial action necessary or required.
2008	EEOC Charge, Georgia	Americans with Disabilities Act discrimination claim associated with termination of employment in March 2008.	N	EEOC dismissed the Charge.	No remedial action necessary or required.
2009	Oregon Bureau of Labor & Industries Charge, Oregon	Americans with Disability Act and Family Medical Leave Act claims.	N	Oregon BOLI dismissed the Charge.	No remedial action necessary or required.
2011	EEOC and Miami-Dade County Commission for Human Rights, Florida	Age discrimination claim.	N	Matter is settled. EEOC mediated settlement. No admission of liability or wrongdoing.	Posting requirement in CH2M Engineers, Inc.'s South Florida offices of the company's anti-harassment policy and training on ADEA for employees in South Florida operations.
2011	EEOC Charge, Georgia/Alabama	Pay and gender discrimination claims.	N	Matter settled. EEOC mediation, with no change in complainant's pay or work status. No admission of liability or wrongdoing.	No remedial action necessary or required.
2012	EEOC Charge, Colorado	Americans with Disabilities Act	N	EEOC dismissed the Charge.	No remedial action necessary or required.
2012	EEOC Charge, Washington	Gender discrimination claim.	N	Matter settled. No admission of liability or wrongdoing.	No remedial action necessary or required.
2013	State Court, Oregon	Male gender discrimination and Family Medical Leave Act claims.	Y	Matter settled. No admission of liability or wrongdoing.	No remedial action necessary or required.
2013	EEOC and Oregon BOLI Charges, Oregon	Gender discrimination.	N	Matter settled. No admission of liability or wrongdoing.	No remedial action necessary or required.
2013	EEOC Charge, Colorado	Americans with Disabilities Act discrimination claim.	N	EEOC dismissed the Charge.	No remedial action necessary or required.

Date of Claim	Location of Claim	Brief Description Of Claim	Litigation (Y/N)	Current Status	Remedial Action Taken (if any)
2013	EEOC Charge, Georgia	Race discrimination claim.	N	Matter settled. No admission of liability or wrongdoing.	No remedial action necessary or required.
2014	EEOC Charge, Colorado	Americans with Disabilities Act discrimination claim	N	Matter settled. No admission of liability or wrongdoing.	No remedial action necessary or required.
2014	State Court, North Carolina	Age and Americans with Disabilities Act discrimination claim	N	Matter settled. No admission of liability or wrongdoing.	No remedial action necessary or required.
2014	Oregon BOLI Charge, Oregon	Age and race discrimination claim	N	Oregon BOLI dismissed the Charge.	No remedial action necessary or required.
2014	EEOC Charge, Ohio	Americans with Disabilities Act discrimination	N	The EEOC dismissed the Charge.	No remedial action necessary or required.
2015	EEOC Charge and State Court, Florida	Race discrimination claim	Y	Matter settled. No admission of liability or wrongdoing.	No remedial action necessary or required.
2015	New York Human Rights Charge	New York Human Rights disability discrimination claim	N	NYHR Commission dismissed the Charge.	No remedial action necessary or required.
2015	EEOC Charge, Oregon	Americans with Disabilities Act discrimination	N	EEOC dismissed the Charge.	No remedial action necessary or required.
2016	EEOC Charge and U.S. District Court, Georgia	Age discrimination claim	Y	EEOC dismissed the Charge. Complaining party filed a lawsuit in the U.S. District in Georgia. Matter pending.	N/A
2016	EEOC Charge, Puerto Rico	Age discrimination and seniority system violation claim	N	EEOC dismissed the Charge.	No remedial action necessary or required.
2016	DFEH Charge, California	Race discrimination claim	N	DFEH dismissed the Charge.	No remedial action necessary or required.
2016	U.S. District Court, South Carolina	FMLA interference claim	Y	Matter settled. No admission of liability or wrongdoing.	No remedial action necessary or required.
2017	EEOC Charge, Arizona	National origin, race and age discrimination claims	N	Matter pending	N/A

## Work Force Reports

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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: CH2M HILL Engineers, Inc.

AKA/DBA: \_\_\_\_\_

Address (Corporate Headquarters, where applicable): 9191 South Jamaica StreetCity: Englewood County: Douglas State: CO Zip: 80112Telephone Number: (303) 770-0900 FAX Number: ( )Name of Company CEO: Jacque Hinman

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

Address: 402 W. Broadway, Suite 1450City: San Diego County: San Diego State: CA Zip: 92101Telephone Number: (619) 687-0110 FAX Number: (619) 687-0111 Email: \_\_\_\_\_Type of Business: Engineering Consultant Type of License: MultipleThe Company has appointed: Pamela Murray

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: 9191 South Jamaica Street, Englewood, CO 80112Telephone Number: (303) 771-0900 FAX Number: ( ) Email: \_\_\_\_\_

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

Check the box above that applies to this WFR.

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

I, the undersigned representative of CH2M HILL Engineers, Inc.

(Firm Name)

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

herein is true and correct. This document was executed on this 10th day of October, 2017

Angela S. Vivanco  
 (Authorized Signature)

Angela S. Vivanco  
 (Print Authorized Signature)

WORK FORCE REPORT – NAME OF FIRM: CH2M HILL Engineers, Inc.

DATE: 10/10/17

OFFICE(S) or BRANCH(ES): San Diego

COUNTY: San Diego

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

- (1) Black, 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		3	2					13	6	1	
Professional		1	3	1	3	1				1	18	14	1	
A&E, Science, Computer														
Technical														
Sales														
Administrative Support		1	1									1		
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column		2	5	1	6	3				1	31	21	2	
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Grand Total All Employees 72

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

Disabled														
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Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														





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.

NO OTHER FORMS WILL BE ACCEPTED

CONTRACTOR IDENTIFICATION

Type of Contractor: [ ] Construction [ ] Vendor/Supplier [ ] Financial Institution [ ] Lessee/Lessor
[ X ] Consultant [ ] Grant Recipient [ ] Insurance Company [ ] Other
Name of Company: CH2M HILL Engineers, Inc.
AKA/DBA:
Address (Corporate Headquarters, where applicable): 9191 South Jamaica Street
City: Englewood County: Douglas State: CO Zip: 80112
Telephone Number: (303) 770-0900 FAX Number: ( )
Name of Company CEO: Jacque Hinman
Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):
Address: 402 W. Broadway, Suite 1450
City: San Diego County: San Diego State: CA Zip: 92101
Telephone Number: (619) 687-0110 FAX Number: (619) 687-0111 Email:
Type of Business: Engineering Consultant Type of License: Multiple
The Company has appointed: Pamela Murray
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: 9191 South Jamaica Street, Englewood, CO 80112
Telephone Number: (303) 771-0900 FAX Number: ( ) Email:

- [ ] One San Diego County (or Most Local County) Work Force - Mandatory
[ X ] 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 CH2M HILL Engineers, Inc. (Firm Name)
San Diego, CA hereby certify that information provided
(County) (State)
herein is true and correct. This document was executed on this 10th day of October, 2017.
Angela S. Vivanco
(Print Authorized Signature)

WORK FORCE REPORT -- NAME OF FIRM: CH2M HILL Engineers, Inc.

DATE: 10/10/17

OFFICE(S) or BRANCH(ES): Santa Ana

COUNTY: \_\_\_\_\_

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

- (1) Black, African-American
- (2) Hispanic, Latino, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian
- (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			2	1	3	3				1	17	8		1
Professional	1	1	8	7	15	5			1	39	10		1	
A&E, Science, Computer														
Technical	1		1					1			3	5		
Sales														
Administrative Support				1	1	1					1	1		
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column	2	1	11	9	19	9		1		2	60	24	2	
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Grand Total All Employees 140

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

Disabled														
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Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														



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: CH2M HILL Engineers, Inc.

AKA/DBA: \_\_\_\_\_

Address (Corporate Headquarters, where applicable): 9191 South Jamaica StreetCity: Englewood County: Douglas State: CO Zip: 80112Telephone Number: (303) 770-0900 FAX Number: ( )Name of Company CEO: Jacque Hinman

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

Address: 402 W. Broadway, Suite 1450City: San Diego County: San Diego State: CA Zip: 92101Telephone Number: (619) 687-0110 FAX Number: (619) 687-0111 Email: \_\_\_\_\_Type of Business: Engineering Consultant Type of License: MultipleThe Company has appointed: Pamela Murray

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: 9191 South Jamaica Street, Englewood, CO 80112Telephone Number: (303) 771-0900 FAX Number: ( ) Email: \_\_\_\_\_

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

Check the box above that applies to this WFR.

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

I, the undersigned representative of CH2M HILL Engineers, Inc.

(Firm Name)

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

herein is true and correct. This document was executed on this 10th day of October, 2017

Angela S. Vivanco  
 (Authorized Signature)

Angela S. Vivanco  
 (Print Authorized Signature)

WORK FORCE REPORT - NAME OF FIRM: CH2M HILL Engineers, Inc.

DATE: 10/10/17

OFFICE(S) or BRANCH(ES): Oakland

COUNTY: \_\_\_\_\_

I. 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	2	4	2		1			14	12		1
Professional		3	2	5	3	8			1		32	13	1	1
A&E, Science, Computer														
Technical		1		1	2	1					1	2		
Sales														
Administrative Support		1	1								1	1		
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column		6	5	8	9	11		1	1		48	28	1	2
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Grand Total All Employees

120

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

Disabled														
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Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														



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: CH2M HILL Engineers, Inc.

AKA/DBA: \_\_\_\_\_

Address (Corporate Headquarters, where applicable): 9191 South Jamaica StreetCity: Englewood County: Douglas State: CO Zip: 80112Telephone Number: (303) 770-0900 FAX Number: ( )Name of Company CEO: Jacque Hinman

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Address: 402 W. Broadway, Suite 1450City: San Diego County: San Diego State: CA Zip: 92101Telephone Number: (619) 687-0110 FAX Number: (619) 687-0111 Email: \_\_\_\_\_Type of Business: Engineering Consultant Type of License: MultipleThe Company has appointed: Pamela Murray

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Address: 9191 South Jamaica Street, Englewood, CO 80112Telephone Number: (303) 771-0900 FAX Number: ( ) Email: \_\_\_\_\_

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

Check the box above that applies to this WFR.

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

I, the undersigned representative of CH2M HILL Engineers, Inc.

(Firm Name)

San Diego, CA hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 10th day of October, 2017

Angela S. Vivanco  
 (Authorized Signature)

Angela S. Vivanco

(Print Authorized Signature)

WORK FORCE REPORT -- NAME OF FIRM: CH2M HILL Engineers, Inc.

DATE: 10/10/17

OFFICE(S) or BRANCH(ES): San Francisco

COUNTY: \_\_\_\_\_

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

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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					2	1					8	3		1
Professional	1				1	2					7	9		1
A&E, Science, Computer														
Technical														
Sales														
Administrative Support								1				1		1
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column	1				3	3		1			15	13	1	2
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Grand Total All Employees	39
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Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled

Disabled														
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Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														



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

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 Consultant  Grant Recipient  Insurance Company  Other

Name of Company: CH2M HILL Engineers, Inc.

AKA/DBA: \_\_\_\_\_

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 Branch Work Force \*  
 Managing Office Work Force

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I, the undersigned representative of CH2M HILL Engineers, Inc.

(Firm Name)

San Diego, CA hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 10th day of October, 2017

(Authorized Signature)

Angela S. Vivanco

(Print Authorized Signature)

WORK FORCE REPORT - NAME OF FIRM: CH2M HILL Engineers, Inc.

DATE: 10/10/17

OFFICE(S) or BRANCH(ES): Los Angeles

COUNTY: \_\_\_\_\_

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

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- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino, Asian Pacific Islander
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

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	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial	1	1	2		1	3					13	7		
Professional			3	4	6	2					13	5		3
A&E, Science, Computer														
Technical	1		1											
Sales														
Administrative Support				1							2	2		
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column	2	1	6	5	7	5					28	14		3
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Grand Total All Employees

71

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

Disabled														
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Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														



## Subconsultant List

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## SUBCONTRACTOR PARTICIPATION LIST

This list shall include the name and complete address of all Subcontractors whether DBE, MBE, WBE, DVBE, ELBE, SLBE, or 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 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, DVBE, ELBE, SLBE, OBE	WHERE CERTIFIED**
AB Engineering, Inc. 2211 Illion Street San Diego, CA 92110	Deputy Construction Project Manager	3.0	SLBE	City of San Diego
Richard Brady & Associates, Inc. 3710 Ruffin Rd. San Diego, CA 92123	Sr. Tech Advisor for Constructability, Deputy Construction Project Manager, Resident Engineering, Office Engineer, Engineer Diver, QA Civil, QA Electrical, Test and Start- up	10.0	MBE	The Supplier Clearinghouse
CPM Partners 535 Encinitas Blvd. Ste .114 Encinitas, CA 92024	Scheduler/Cost Control Engineer	3.0	DBE, SMBE, SLBE	Dept. of Transportation, State Dept. of Transportation, City of San Diego
Gonzalez-White Consulting Services 3439 Via Beltran San Diego, CA 92117	BOCP Compliance	0.5	SWBE, SMBE	Dept. of Transportation
Harris & Associates, Inc. 1401 Willow Pass Road, Suite 500 Concord, CA 94520	QA Civil	5.0		
Helix Environmental 7578 El Cajon Blvd. San Diego, CA 91942	Environmental Project Manager, Environmental Monitor - Biology, Archaeology	3.0		
KATZ & Associates, Inc. 5440 Morehouse Drive, Suite 1000 San Diego, CA 92121	Public Outreach	3.5	WBE	Supplier Clearinghouse
Kleinfelder, Inc. 550 West C Street, Suite 1200 San Diego, CA 92101	Geotechnical, Materials Sampling and Testing, Structural, Specialty Inspections	4.5		
Rosanna M. Lacarra DBA LaRoc Environmental P. O. Box 324	Environmental Monitor - SWPPP	1.0	SB, WMBE, DBE	California Dept. of General Services, Supplier

				Dept. of Transportation
La Salle Solutions, LLC 900 F Street, Ste 128 San Diego, CA 92101	QA Civil	3.0	DBE, SLBE	Dept. of Transportation, City of San Diego
NV5 15092 Avenue of Science, Suite 200 San Diego, CA 92128	Material Sampling and Testing, Specialty Inspections	0.5		
O'Day Consultants Inc. 2710 Loker Avenue West, Ste 100 Carlsbad, CA 92010	Field Surveying	0.5	SB, WBE, DBE	California Dept. of General Services, City of San Diego
Paleo Solutions, Inc. 911 S. Primrose Avenue, Unit N Monrovia, CA 91016	Environmental Monitor - Paleontology	0.5	SB, WBE, DBE	California Dept. of General Services, Supplier Clearinghouse, Dept. of Transportation
PW Engineering 933 Muirlands Vista Way La Jolla, CA 92307	Sr. Tech. Advisor – Pump Stations and Pipelines, Test and Start-up	3.0	ELBE	City of San Diego
Red Tail Monitoring & Research, Inc. P.O. Box 507 Santa Ysabel, CA 92070	Native American Cultural Monitoring	0.5	DBE, MBE, SLBE	Dept. of Transportation, The Supplier Clearinghouse, City of San Diego
Rocks Biological Consulting, Inc. 26921 Denver Street, Suite B San Diego, CA 92110	Biology Support	0.5	WBE, SLBE	The Supplier Clearinghouse, City of San Diego
SAFEWORKCM 20750 Ventura Blyd., Suite 330 Woodland Hills, CA 91364	Safety and OCIP	3.0	EDWOSB, DBE, SBE	US. Women's Chamber of Commerce, LA County Metro Transportation Authority

List of Abbreviations:

<b>Certified Disadvantaged Business Enterprise</b>	<b>DBE</b>
<b>Certified Minority Business Enterprise</b>	<b>MBE</b>
<b>Certified Woman Business Enterprise</b>	<b>WBE</b>
Certified Disabled Veteran Business Enterprise	DVBE*
Emerging Local Business Enterprise	ELBE*
Small Local Business Enterprise	SLBE*
Other Business Enterprise	OBE*

\* Listed for informational purposes only.

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

## Subconsultant Summary Data

City of San Diego As Needed Construction Manager - Conveyance Manager (H176955)

List of EOCP Subconsultants

Subconsultant Legal Name and Address	Subconsultant Legal Name and Address	# of Years In San Diego	# of Employees in San Diego	City of San Diego Business License #	State of California Department of Industrial Relations (DIR), Division of Labor Standards Enforcement, Contractor Registration Number.	Contact Information	Percent of Total Proposed Contract
AB Engineering, Inc. 2211 Illion Street San Diego, CA 92110	2211 Illion Street San Diego, CA 92110	10	17	B2007030407	N/A	Ibrahim Barhoumi (858) 366-3758 abe@a-b-engineering.com	3.0%
Richard Brady & Associates, Inc. (BRADY) 3710 Ruffin Rd. San Diego, CA 92123	3710 Ruffin Rd. San Diego, CA 92123	18	50	B1999005418	1000018384	Richard Brady, President & CEO (858) 496-0500 rbrady@rbrady.net	10.0%
CPM Partners 535 Encinitas Blvd. Ste. 114 Encinitas, CA 92024	535 Encinitas Blvd. Ste. 114 Encinitas, CA 92024	10	13	B2012023856	1000022450	Dave Seevers, PE, QSD, Vice President (760) 230-8009 dave@cpm-partners.com	3.0%
Gonzalez-White Consulting Services 3439 Via Beltran San Diego, CA 92117	3439 Via Beltran San Diego, CA 92117	22	0	B1994009646	N/A	Teresa Gonzalez-White, President (619) 518-1821 tgwhite@sprintmail.com	0.5%
Harris & Associates, Inc. 1401 Willow Pass Road, Suite 500 Concord, CA 94520	600 B Street, Suite 2000 San Diego, CA 92101	24	36	B1999005573	1000011113	Glenn Suitor, PE (916) 296-4620 glenn.suitor@weareharris.com	5.0%
Helix Environmental 7578 El Cajon Blvd. San Diego, CA 91942	7578 El Cajon Blvd. San Diego, CA 91942	26	123	B2007014325	1000015953	Shelby Howard, Vice President (619) 462-1515 shelbyh@helixepi.com tiffanyt@helixepi.com	3.0%
KATZ & Associates, Inc. 5440 Morehouse Drive, Suite 1000 San Diego, CA 92121	5440 Morehouse Drive, Suite 1000 San Diego, CA 92121	31	25	B1997006955	1000021328	Sarah Katz, Founder/CEO (858) 452-0031 skatz@katzandassociates.com	3.5%
Kleinfelder, Inc. 550 West C Street, Suite 1200 San Diego, CA 92101	550 West C Street, Suite 1200 San Diego, CA 92101	31	233	2014016589	1000001733	Chad Davis, Sr. Program Manager (858) 223-8500 cmdavis@kleinfelder.com	4.5%
Rosanna M. Lacarra DBA LaRoc Environmental P. O. Box 324 Carlsbad, CA 92018-0324	P. O. Box 324 Carlsbad, CA 92018-0324	N/A	N/A	N/A	1000026304	Rosanna Lacarra, Principal (760) 533-1875 rosanna@larocenvironmental.com	1.0%
La Salle Solutions, LLC 900 F Street, Ste 128 San Diego, CA 92101	900 F Street, Ste 128 San Diego, CA 92101	6	4	B2009034009	1000024865	Dennis La Salle, Manager (619) 501-2645 Lasalle.calif@gmail.com	3.0%
NV5 15092 Avenue of Science, Suite 200 San Diego, CA 92128	15092 Avenue of Science, Suite 200 San Diego, CA 92128	7	27	B2010026635	1000008663	Guillaume Gau, PE., GE, Senior Vice President (858) 385-2119	0.5%
O'Day Consultants Inc. 2710 Loker Avenue West, Ste 100 Carlsbad, CA 92010	2710 Loker Avenue West, Ste 100 Carlsbad, CA 92010	36	25	B2009008335	1000011418	Keith Hansen, PE, QSD, QSP Project Manager (760) 931-7700 ext. 203 keithh@odayconsultants.com	0.5%
Paleo Solutions, Inc. 911 S. Primrose Avenue, Unit N Monrovia, CA 91016	911 S. Primrose Avenue, Unit N Monrovia, CA 91016	2	8	N/A	1000014174	Geraldine Aron, CEO (562) 818-7713 geraldine@paleosolutions.com	0.5%
PW Engineering 933 Muirlands Vista Way La Jolla, CA 92037	933 Muirlands Vista Way La Jolla, CA 92037	3	13	B2015018170	1000030377	Pete Wong (858) 334-6347 pwong.pwe@gmail.com	3.0%

### Subconsultant Summary Data

City of San Diego As Needed Construction Manager - Conveyance Manager (H176955)

List of EOCP Subconsultants

Subconsultant Legal Name and Address	Subconsultant Legal Name and Address	# of Years in San Diego	# of Employees in San Diego	City of San Diego Business License #	State of California Department of Industrial Relations (DIR), Division of Labor Standards Enforcement, Contractor Registration Number.	Contact Informatin	Percent of Total Proposed Contract
Red Tail Monitoring & Research, Inc. P.O. Box 507 Santa Ysabel, CA 92070	P.O. Box 507 Santa Ysabel, CA 92070	11	31	B2014019239	1000031633	Clint Linton, President 760 803-5694 CJLinton73@aol.com	0.5%
Rocks Biological Consulting, Inc. 26921 Denver Street, Suite B San Diego, CA 92110	26921 Denver Street, Suite B San Diego, CA 92110	13	8	B2004013589	1000030401	Melanie Rocks, President (619) 843-6560 Melanie@rockbio.com	0.5%
SAFEWORKCM 20750 Ventura Blvd., Suite 330 Woodland Hills, CA 91364	20750 Ventura Blvd., Suite 330 Woodland Hills, CA 91364	N/A	N/A	N/A	1000014880	Yashar Hooshvar, Principal & Senior Vice President (949) 339-3930 yashar.hooshvar@safeworkcm.com	3.0%
<b>TOTAL SUBCONTRACTOR PARTICIPATION (ALL SUBS)</b>							<b>45.0%</b>

## LIST OF SERVICES MADE AVAILABLE

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

ITEM OF SERVICE MADE AVAILABLE	NAICS CODE	PROPOSER NORMALLY PERFORMS ITEM (Y/N)	ITEM BROKEN DOWN TO FACILITATE PARTICIPATION (Y/N)	PERCENTAGE OF ESTIMATED FEE
Water and Sewer Line and Related Structures Construction	237110	Y	N	0% CH2M reached out to this NAICS code group as part of GFE prior to receiving clarification in Addendum #2, Question #5.
Highway, Street, and Bridge Construction	237310	Y	N	0% CH2M reached out to this NAICS code group as part of GFE prior to receiving clarification in Addendum #2, Question #5.
Other Heavy and Civil Engineering Construction	237990	Y	N	0% CH2M reached out to this NAICS code group as part of GFE prior to receiving clarification in Addendum #2, Question #5.
Site Preparation Contractors	238910	N	N	0% CH2M reached out to this NAICS code group as part of GFE prior to receiving clarification in Addendum #2, Question #5.
Wood Office Furniture Manufacturing	337211	N	N	0% CH2M reached out to this NAICS code group as part of GFE prior to receiving clarification in Addendum #2, Question #5.
Stationery and Office Supplies Merchant Wholesalers	424120	N	N	0% CH2M reached out to this NAICS code group as part of GFE prior to receiving clarification in Addendum #2, Question #5.
Office Machinery and Equipment Rental and Leasing	532420	N	N	0% CH2M reached out to this NAICS code group as part of GFE prior to receiving clarification in Addendum #2, Question #5.
Other Commercial and Industrial Machinery and Equipment Rental and Leasing	532490	N	N	0% CH2M reached out to this NAICS code group as part of GFE prior to receiving clarification in Addendum #2, Question #5.
Engineering Services	541330	Y	N	34.5%

**LIST OF SERVICES MADE AVAILABLE**

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

ITEM OF SERVICE MADE AVAILABLE	NAICS CODE	PROPOSER NORMALLY PERFORMS ITEM (Y/N)	ITEM BROKEN DOWN TO FACILITATE PARTICIPATION (Y/N)	PERCENTAGE OF ESTIMATED FEE
Surveying and Mapping (except Geophysical) Services	541370	Y	N	.5%
Testing Laboratories	541380	N	N	1%
Environmental Consulting Services	541620	Y	N	5.5%
Public Relations Agencies	541820	N	N	3.5%
Commercial Photography	541922	N	N	0% CH2M reached out to this NAICS code group as part of GFE prior to receiving clarification in Addendum #2, Question #5.
Janitorial Services	561720	N	N	0% CH2M reached out to this NAICS code group as part of GFE prior to receiving clarification in Addendum #2, Question #5.

## SUMMARY OF SUBCONTRACTOR PROPOSALS RECEIVED

Type of Service	NAICS CODES	Company Name	Selected (Y/N)	DBE	Non-DBE	Explanation for not Selecting
Engineering Services	541330	AB Engineering, Inc.	Y		X	
Engineering Services	541330	Richard Brady & Associates, Inc.	Y	X		
Public Relations Agencies	541820	CityWorks	N	X		Selected subconsultant with better qualifications
Engineering Services	541330	CPM Partners	Y	X		
Engineering Services	541330	Gonzalez-White Consulting Services	Y	X		
Engineering Services	541330	Harris & Associates, Inc.	Y		X	
Environmental Consulting Services	541620	Helix Environmental	Y		X	
Public Relations Agencies	541820	Katz & Associates, Inc.	Y	X		
Engineering Services, Testing Laboratories	541330, 541380	Kleinfelder, Inc.	Y		X	
Environmental Consulting Services	541620	LaRoc Environmental	Y	X		
Engineering Services	541330	La Salle Solutions, LLC	Y	X		
Testing Laboratories	541380	NV5	Y		X	
Surveying and Mapping (except Geophysical) Services	541370	O'Day Consultants, Inc.	Y	X		
Environmental Consulting Services	541620	Paleo Solutions, Inc.	Y	X		
Engineering Services	541330	PW Engineering	Y		X	
Environmental Consulting Services	541620	Red Tail Monitoring & Research, Inc.	Y	X		
Environmental Consulting Services	541620	Rocks Biological Consulting, Inc.	Y	X		
Engineering Services	541330	SAFEWORKCM	Y	X		



SUMMARY OF SUBCONTRACTOR PROPOSALS RECEIVED

Engineering Services	541330	Ultra Systems	N	X		Selected subconsultant with better qualifications
Engineering Consulting Services	541620	Value Management Institute	N	X		Selected subconsultant with better qualifications

USE ADDITIONAL FORMS AS NECESSARY



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

Contractor Name	Contractor Address	How Located	Date of Contact	Contact Method	Service Description	Response (Yes/No)
AB Engineering, Inc.	2211 Illion Street San Diego, CA 92110				Engineering Services	
Richard Brady & Associates, Inc. (BRADY)	3710 Ruffin Rd. San Diego, CA 92123				Engineering Services	
CityWorks	110 West A Street, Suite 600 San Diego, CA 92101	Published Ad		Email	Public Relations Agencies	
CPM Partners	535 Encinitas Blvd. Ste .114 Encinitas, CA 92024				Engineering Services	
Gonzalez-White Consulting Services	3439 Via Beltran San Diego, CA 92117				Engineering Services	
Harris & Associates, Inc.	1401 Willow Pass Road, Suite 500 Concord, CA 94520				Engineering Services	
Helix Environmental	7578 El Cajon Blvd. San Diego, CA 91942				Environmental Consulting Services	
KATZ & Associates, Inc.	5440 Morehouse Drive, Suite 1000 San Diego, CA 92121				Public Relations Agencies	
Kleinfelder, Inc.	550 West C Street, Suite 1200 San Diego, CA 92101				Engineering Services, Testing Laboratories	
Rosanna M. Lacarra DBA LaRoc Environmental	P. O. Box 324 Carlsbad, CA 92018-0324				Environmental Consulting Services	
La Salle Solutions, LLC	900 F Street, Ste 128 San Diego, CA 92101				Engineering Services	
NV5	15092 Avenue of Science, Suite 200 San Diego, CA 92128				Testing Laboratories	

O'Day Consultants Inc.	2710 Loker Avenue West, Ste 100 Carlsbad, CA 92010				Surveying and Mapping (except Geophysical) Services	
Paleo Solutions, Inc.	911 S. Primrose Avenue, Unit N Monrovia, CA 91016				Environmental Consulting Services	
PW Engineering	933 Muirlands Vista Way La Jolla, CA 92307				Engineering Services	
Red Tail Monitoring & Research, Inc.	P.O. Box 507 Santa Ysabel, CA 92070				Environmental Consulting Services	
Rocks Biological Consulting, Inc.	26921 Denver Street, Suite B San Diego, CA 92110				Environmental Consulting Services	
SAFEWORKCM	20750 Ventura Blvd., Suite 330 Woodland Hills, CA 91364				Engineering Services	
Ultra Systems	16431 Scientific Way Irvine, CA 92618	Published Ad		Email	Engineering Services	
Value Management Institute	10329 Leafwood Place San Diego, CA 92131				Engineering Consulting Services	

USE ADDITIONAL FORMS AS NECESSARY



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

A Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE<sup>1</sup> subcontractor<sup>2</sup> the opportunity to describe work received and/or report any concerns regarding the funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the DBE Coordinator at any time during the project period of performance.

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

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

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

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

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

Subcontractor Signature	Print Name
Title	Date

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

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



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

This form is intended to capture the DBE<sup>1</sup> subcontractor's<sup>2</sup> description of work to be performed and the price of the work submitted to the prime contractor. A Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name Richard Brady & Associates		Project Name As-Need Construction Manager – Conveyance Projects	
Bid / Proposal No. H176955	Assistance Agreement ID No. (if known) N/A	Point of Contact Javier Saunders	
Address 3710 Ruffin Rd San Diego CA 92123			
Telephone No. 868-496-5000		Email Address jsaunders@rbrady.net	
Prime Contractor Name Jacobs Project Management Co.		Issuing/Funding Entity City of San Diego	


Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
N/A	CM/Resident Engineer Services, QA Inspection, Subaqueous Inspection	10% of negotiated contract (\$4,500,000 of a \$45,000,000 not-to-exceed CM fees as stated in the RFP)
DBE Certified By: DOT <input type="checkbox"/> SBA <input type="checkbox"/> Other: California Public Utilities Commission		Meets/exceeds EPA certification standards? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> Unknown <input type="checkbox"/>


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

ATTACHMENT HH

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

Prime Contractor Signature	Print Name
	Ronald Williams
Title	Date
Vice President	2/9/18

Subcontractor Signature	Print Name
	Richard Brady
Title	Date
President & CEO	10/17/17

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





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

This form is intended to capture the DBE<sup>1</sup> subcontractor's<sup>2</sup> description of work to be performed and the price of the work submitted to the prime contractor. A Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name CPM Partners		Project Name City of San Diego As Needed Manager - Conveyance	
Bid / Proposal No. H176955	Assistance Agreement ID No. (if known)		Point of Contact Dave Seevers, P.E., QSD, Vice President
Address 535 Encinitas Blvd, Ste 114			
Telephone No. (760) 230-8009		Email Address dave@cpm-partners.com	
Prime Contractor Name CH2M HILL Engineers, Inc.		Issuing/Funding Entity	


Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
	Scheduler/Cost Control Engineers	3.0%
DBE Certified By: DOT <input checked="" type="checkbox"/> SBA <input type="checkbox"/>		Meets/exceeds EPA certification standards?
Other: _____		YES <input type="checkbox"/> NO <input type="checkbox"/> Unknown <input type="checkbox"/>


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

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Prime Contractor Signature	Print Name
	Ronald Williams
Title	Date
Vice President	2/9/18

Subcontractor Signature	Print Name
	Dave Seevers
Title	Date
Vice President	10/26/2017

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



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

This form is intended to capture the DBE<sup>1</sup> subcontractor's<sup>2</sup> description of work to be performed and the price of the work submitted to the prime contractor. A Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name <b>GONZALEZ-White CONSULTING SVCS</b>		Project Name <b>CSD AS NEEDED CON-CONSULTANCE MANAGER</b>	
Bid / Proposal No. <b>H176955</b>	Assistance Agreement ID No. (if known)	Point of Contact <b>TERESA GONZALEZ-White</b>	
Address <b>3439 VIA BELTRAN SAN DIEGO, CA 92117</b>			
Telephone No. <b>619 518 1821</b>		Email Address <b>tgwhite@SPRINTMAIL.COM</b>	
Prime Contractor Name <b>CH2M</b>		Issuing/Funding Entity	

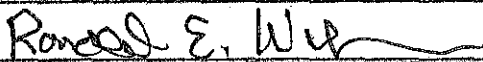
Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
	<b>LABOR COMPLIANCE SERVICES</b>	<b>0.5%</b>
DBE Certified By: DOT <input checked="" type="checkbox"/> SBA <input type="checkbox"/> Other: _____		Meets/exceeds EPA certification standards? YES <input type="checkbox"/> NO <input type="checkbox"/> Unknown <input type="checkbox"/>


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Prime Contractor Signature	Print Name
	Ronald Williams
Title	Date
Vice President	2/9/18

Subcontractor Signature	Print Name
	TERESA GONZALEZ WHITE
Title	Date
PRESIDENT	10/25/17

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



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

This form is intended to capture the DBE<sup>1</sup> subcontractor's<sup>2</sup> description of work to be performed and the price of the work submitted to the prime contractor. A Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

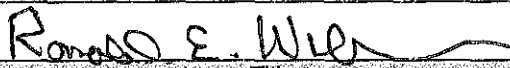
Subcontractor Name Katz & Associates, Inc.		Project Name As-Needed CM - Conveyance Projects	
Bid / Proposal No. H176955	Assistance Agreement ID No. (if known)	Point of Contact Sara Katz	
Address 5440 Morehouse Drive, Suite 1000 San Diego, CA 92121			
Telephone No. 858-452-0031		Email Address skatz@katzandassociates.com	
Prime Contractor Name CH2M		Issuing/Funding Entity The City of San Diego	

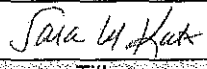
Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
H176955	Public Outreach	TBD
DBE Certified By: DOT <input type="checkbox"/> SBA <input type="checkbox"/> Other: <u>California Public Utilities Commission</u>		Meets/exceeds EPA certification standards? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> Unknown <input type="checkbox"/>

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Prime Contractor Signature	Print Name
	Ronald Williams
Title	Date
Vice President	2/9/18

Subcontractor Signature	Print Name
	Sara M. Katz
Title	Date
Founder/CEO	10-25-2017

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



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

This form is intended to capture the DBE<sup>1</sup> subcontractor's<sup>2</sup> description of work to be performed and the price of the work submitted to the prime contractor. A Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name LaRoc Environmental		Project Name City of San Diego As Needed Construction Manager - Conveyance Projects
Bid / Proposal No. H176955	Assistance Agreement ID No. (if known)	Point of Contact Rosanna M. Lacarra
Address P. O. Box 324, Carlsbad, CA 92018-0324		
Telephone No. (760) 633-1875		
Prime Contractor Name CH2M HILL		Issuing/Funding Entity City of San Diego

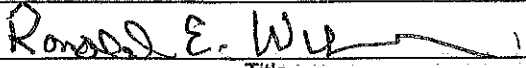
Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
	Environmental Monitor - SWPPP	1.0%
DBE Certified By: DOT <input type="checkbox"/> SBA <input type="checkbox"/> Other: <u>California Department of General Services</u>		Meets/exceeds EPA certification standards? YES <input type="checkbox"/> NO <input type="checkbox"/> Unknown <input type="checkbox"/>


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

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

ATTACHMENT HH

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Prime Contractor Signature	Print Name
	Ronald Williams
Title	Date
Vice President	2/9/18

Subcontractor Signature	Print Name
	Rosanna M. Lacarra
Title	Date
Principal	10/27/2017

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





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

This form is intended to capture the DBE<sup>1</sup> subcontractor's<sup>2</sup> description of work to be performed and the price of the work submitted to the prime contractor. A Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name <i>La Salle Solutions, LLC</i>		Project Name <i>As-needed Construction Manager - Conveyance</i>	
Bid / Proposal No. <i>H 176955</i>	Assistance Agreement ID No. (if known) <i>N/A</i>	Point of Contact <i>Dennis La Salle, Manager</i>	
Address <i>900 F Street Ste. 128, San Diego, CA 92101</i>			
Telephone No. <i>(619) 501-2645</i>		Email Address <i>lasalle.calif@gmail.com</i>	
Prime Contractor Name <i>CH 2m Hill</i>		Issuing/Funding Entity <i>City of San Diego</i>	

Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
<i>N/A</i>	<i>QA Civil</i>	<i>3.0%</i>
DBE Certified By: DOT <input checked="" type="checkbox"/> SBA <input type="checkbox"/>		Meets/exceeds EPA certification standards?
Other: _____		YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> Unknown <input type="checkbox"/>

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

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

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

Prime Contractor Signature	Print Name
<i>Ronald E. Williams</i>	Ronald Williams
Title	Date
Vice President	2/9/18

Subcontractor Signature	Print Name
<i>[Signature]</i>	Dennis La Salle
Title	Date
Manager	October 23 2017

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



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

This form is intended to capture the DBE<sup>1</sup> subcontractor's<sup>2</sup> description of work to be performed and the price of the work submitted to the prime contractor. A Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name O'Day Consultant, Inc.		Project Name City of San Diego As Needed Construction Manager - Conveyance Projects
Bid / Proposal No. H176955	Assistance Agreement ID No. (if known)	Point of Contact Keith Hansen, PE, QSD, QSP
Address 2710 Loker Avenue West, Suite 100, Carlsbad, CA 92010		
Telephone No. (760) 931-7700 ext. 203		Email Address keithh@odayconsultants.com
Prime Contractor Name CH2M HILL		Issuing/Funding Entity City of San Diego


Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
	Field Surveying	0.5%
DBE Certified By: DOT <input type="checkbox"/> SBA <input type="checkbox"/> Other: <u>California Department of General Services</u>		Meets/exceeds EPA certification standards? YES <input type="checkbox"/> NO <input type="checkbox"/> Unknown <input type="checkbox"/>


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

ATTACHMENT HH

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Prime Contractor Signature	Print Name
	Ronald Williams
Title	Date
Vice President	2/9/18

Subcontractor Signature	Print Name
	PATRICK N. O'DAY
Title	Date
President	10/26/2017

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



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

This form is intended to capture the DBE<sup>1</sup> subcontractor's<sup>2</sup> description of work to be performed and the price of the work submitted to the prime contractor. A Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.


Subcontractor Name Paleo Solutions, Inc.		Project Name Conveyance Manager Project	
Bid / Proposal No. H176955	Assistance Agreement ID No. (if known) Unknown	Point of Contact Geraldine Aron, CEO	
Address 911 S. Primrose Ave., Unit N, Monrovia, CA 91016			
Telephone No. 562-818-7713		Email Address geraldine@paleosolutions.com	
Prime Contractor Name CH2M Hill		Issuing/Funding Entity	


Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
H176955	Paleontological Consulting Services	0.5%
DBE Certified By:    DOT <input checked="" type="checkbox"/> SBA <input type="checkbox"/> Other: _____		Meets/exceeds EPA certification standards? YES <input type="checkbox"/> NO <input type="checkbox"/> Unknown <input checked="" type="checkbox"/>

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Prime Contractor Signature	Print Name
	Ronald Williams
Title	Date
Vice President	2/9/18

Subcontractor Signature	Print Name
	Geraldine Aron
Title	Date
CEO	10/26/2017

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



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

This form is intended to capture the DBE<sup>1</sup> subcontractor's<sup>2</sup> description of work to be performed and the price of the work submitted to the prime contractor. A Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

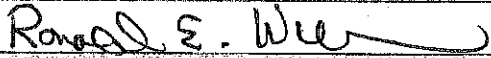
Subcontractor Name Red Tail Monitoring & Research, Inc		Project Name CSD As Needed Construction Manager - Conveyance Manager	
Bid / Proposal No. H176955	Assistance Agreement ID No. (if known) N/A	Point of Contact Clint Linton	
Address P.O. Box 507 Santa Ysabel, CA 92070			
Telephone No. 760 803-5694		Email Address CJLinton73@aol.com	
Prime Contractor Name CH2M HILL Engineers, Inc.		Issuing/Funding Entity	

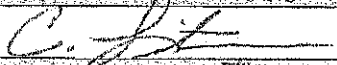
Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
H176955	Native American Cultural Monitoring	0.5%
DBE Certified By: DOT <input checked="" type="checkbox"/> SBA <input type="checkbox"/> Other: _____		Meets/exceeds EPA certification standards? YES <input type="checkbox"/> NO <input type="checkbox"/> Unknown <input type="checkbox"/>

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

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

Prime Contractor Signature	Print Name
	Ronald Williams
Title	Date
Vice President	2/9/18

Subcontractor Signature	Print Name
	Clint Linton
Title	Date
President	10/23/17

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





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

This form is intended to capture the DBE<sup>1</sup> subcontractor's<sup>2</sup> description of work to be performed and the price of the work submitted to the prime contractor. A Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name Rocks Biological Consulting		Project Name CSD As Needed Construction Manager - Conveyance Manager	
Bid / Proposal No. H176955	Assistance Agreement ID No. (if known)	Point of Contact Melanie Rocks	
Address 2621 Denver Street, Suite B, San Diego, CA 92110			
Telephone No. (619) 701-6798		Email Address melanie@rocksbio.com	
Prime Contractor Name CH2M		Issuing/Funding Entity City of San Diego	

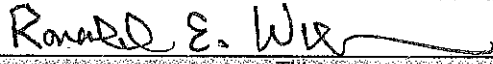
Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
H176955	Biological monitoring and compliance, e.g., pre-construction surveys, etc.	TBD
DBE Certified By: DOT <input type="checkbox"/> SBA <input type="checkbox"/> Other: <u>State of CA Supplier Clearinghouse/CPUC (WBE)</u>		Meets/exceeds EPA certification standards? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> Unknown <input type="checkbox"/>

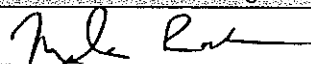
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<sup>2</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

ATTACHMENT HH

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Prime Contractor Signature	Print Name
	Ronald Williams
Title	Date
vice President	2/9/18

Subcontractor Signature	Print Name
	Melanie Rocks
Title	Date
President	October 27, 2018

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



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

This form is intended to capture the DBE<sup>1</sup> subcontractor's<sup>2</sup> description of work to be performed and the price of the work submitted to the prime contractor. A Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.


Subcontractor Name <b>Safework, Inc.</b>		Project Name CONSTRUCTION MANAGEMENT SERVICES FOR CITY OF SAN DIEGO AS-NEEDED CONSTRUCTION MANAGER - CONVEYANCE PROJECTS FOR THE PUBLIC UTILITIES DEPARTMENT	
Bid / Proposal No. <b>H176955</b>	Assistance Agreement ID No. (if known)	Point of Contact <b>Yashar Hooshvar</b>	
Address <b>1 Jenner, Suite 230, Irvine CA 92618</b>			
Telephone No. <b>949-339-3930</b>		Email Address <b>yashar.hooshvar@safeworkcm.com</b>	
Prime Contractor Name <b>CH2M</b>		Issuing/Funding Entity	

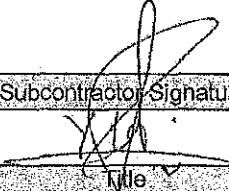
Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
H176955	Safety & OCIP	3%
DBE Certified By: DOT <input type="checkbox"/> SBA <input type="checkbox"/> Other: <u>Los Angeles Metropolitan Transportation Authority</u>		Meets/exceeds EPA certification standards? YES <input type="checkbox"/> NO <input type="checkbox"/> Unknown <input checked="" type="checkbox"/>

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Prime Contractor Signature	Print Name
	Ronald Williams
Title	Date
Vice President	2/9/18

Subcontractor Signature	Print Name
	Yashar Hooshvar
Title	Date
Senior Vice President	10/26/2017

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



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

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE<sup>1</sup> subcontractor's<sup>2</sup> and the estimated dollar amount of each subcontract. A Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name CH2M HILL		Project Name City of San Diego As Needed Construction Manager - Conveyance Projects
Bid / Proposal No. H176955	Assistance Agreement ID No. (if known)	Point of Contact Chris Bessa
Address 402 W. Broadway, Suite 1450, San Diego, CA 92101		
Telephone No. (510) 387-5498	Email Address Chris.Bessa@ch2m.com	
Issuing/Funding Entity City of San Diego		

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

Subcontractor Name/ Company Name	Company Address / Phone / Email	Estimated Dollar Amount	Currently DBE Certified?
Richard Brady Richard Brady & Associates, Inc.	3710 Ruffin Rd, San Diego, CA 92123 (858) 496-0500 rbrady@rbrady.net	10.0%	Yes
Dave Seevers, PE CPM Partners	535 Encinitas Blvd., Ste. 114, Encinitas, CA 92024 (760) 230-8009 dave@cpm-partners.com	3.0%	Yes
Teresa Gonzalez-White, President Gonzalez-White Consulting Services	3439 Via Beltran, San Diego, CA 92117 (619) 518-1821 tgwhite@sprintmail.com	0.5%	Yes

--Continue on back if needed--

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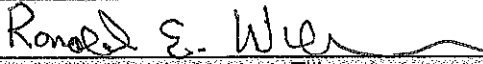
<sup>2</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

**Disadvantaged Business Enterprise (DBE) Program  
DBE Subcontractor Utilization Form – cont'd**

Subcontractor Name/ Company Name	Company Address / Phone / Email	Estimated Dollar Amount	Currently DBE Certified?
Sarah Katz, Founder/CEO KATZ & Associates, Inc.	5440 Morehouse Drive, Suite 1000, San Diego, CA 92121 (858) 452-0031 skatz@katzandassociates.com	3.5%	Yes
Rosanna M. Lacarra DBA LaRoc Environmental	P. O. Box 324 Carlsbad, CA 92018-0324 (760) 533-1875 rosanna@larocenvironmental.com	1.0%	Yes
Dennis La Salle, Manager La Salle Solutions, LLC	900 F Street, Ste 128, San Diego, CA 92101 (619) 501-2645 Lasalle.calif@gmail.com	3.0%	Yes
Keith Hansen, PE, QSD, QSP O'Day Consultants Inc.	2710 Loker Avenue West, Ste 100, Carlsbad, CA 92010 (760) 931-7700 ext. 203 keithh@odayconsultants.com	0.5%	Yes
Geraldine Aron, CEO Paleo Solutions, Inc.	911 S. Primrose Avenue, Unit N, Monrovia, CA 91016 (562) 818-7713 geraldine@paleosolutions.com	0.5%	Yes
Clint Linton, President Red Tail Monitoring & Research, Inc.	P.O. Box 507, Santa Ysabel, CA 92070 760 803-5694 CJLinton73@aol.com	0.5%	Yes
Melanie Rocks, President Rocks Biological Consulting, Inc.	26921 Denver Street, Suite B, San Diego, CA 92110 (619) 843-6560 Melanie@rockbio.com	0.5%	Yes
Yashar Hooshvar, Principal & Senior Vice President SAFEWORKCM	20750 Ventura Blvd., Suite 330, Woodland Hills, CA 91364(949) 339-3930 yashar.hooshvar@safeworkcm.com	3.0%	Yes

ATTACHMENT II

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

Prime Contractor Signature	Print Name
	Ronald Williams
Title	Date
Vice President	2/9/18

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



STATE WATER RESOURCES CONTROL BOARD – DIVISION OF FINANCIAL ASSISTANCE  
DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION  
CALIFORNIA STATE REVOLVING FUNDS (CASRF)  
FORM UR-334

1. Grant/Finance Agreement Number:		2. Annual Reporting Period 10/1/___ through 09/30/___		3. Purchase Period of Financing Agreement:	
4. Total Payments Paid to Prime Contractor or Sub-Contractors During Current Reporting Period: \$					
5. Recipient's Name and Address:				6. Recipient's Contact Person and Phone Number:	
7. List All DBE Payments Paid by Recipient or Prime Contractor During Current Reporting Period:					
Payment or Purchase Paid by Recipient or Prime Contractor	Amount Paid to Any DBE Contractor or Sub-Contractor For Service Provided to Recipient		Date of Payment (MM/DD/YY)	Procurement Type Code** (see below)	Name and Address of DBE Contractor of Sub-Contractor or Vendor
	MBE	WBE			
8. Initial here if no DBE contractors or sub-contractors paid during current reporting period:					
9. Initial here if all procurements for this contract are completed:					
10. Comments:					
11. Signature and Title of Recipient's Authorized Representative				12. Date	

**Email Form UR-334 to:**

[DrinkingWaterSRF@waterboards.ca.gov](mailto:DrinkingWaterSRF@waterboards.ca.gov) OR [CleanWaterSRF@waterboards.ca.gov](mailto:CleanWaterSRF@waterboards.ca.gov)

**Questions may be directed to:**

Barbara August, SWRCB  
[Barbara.August@waterboards.ca.gov](mailto:Barbara.August@waterboards.ca.gov)  
 Phone: (916) 341-6952  
 Fax: (916) 327-7469

<p><b>**Procurement Type:</b></p> <ol style="list-style-type: none"> <li>1. Construction</li> <li>2. Supplies</li> <li>3. Services (Includes business services; professional services; repair services and personnel services)</li> <li>4. Equipment</li> </ol>
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STATE WATER RESOURCES CONTROL BOARD - DIVISION OF FINANCIAL ASSISTANCE  
DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION  
CALIFORNIA STATE REVOLVING FUNDS

INSTRUCTIONS FOR COMPLETING FORM UR-334

- Box 1** Grant or Financing Agreement Number.
- Box 2** Annual reporting period.
- Box 3** Enter the dates between which you made procurements under this financing agreement or grant.
- Box 4** Enter the total amount of payments paid to the contractor or sub-contractors during this reporting period.
- Box 5** Enter Recipient's Name and Address.
- Box 6** Enter Recipient's Contact Name and Phone Number.
- Box 7** Enter details for the DBE purchases only and be sure to limit them to the current period.  
1) Use either an "R" or a "C" to represent "Recipient" or "Contractor."  
2) Enter a dollar total for DBE and total the two columns at the bottom of the section.  
3) Provide the payment date.  
4) Enter a product type choice from those at the bottom of the page.  
5) List the vendor name and address in the right-hand column
- Box 8** Initial here if no DBE contractors or sub-contractors were paid during this reporting period.
- Box 9** Initial this box only if all purchases under this financing agreement or grant have been completed during this reporting period or a previous period. If you initial this box, we will no longer send you a survey.
- Box 10** This box is for explanatory information or questions.
- Box 11** Provide an authorized representative signature.
- Box 12** Enter the date form completed.

**CONSULTANT CERTIFICATION FOR A DRUG-FREE WORKPLACE**

**PROJECT TITLE:** As-Needed Construction Manager -Conveyance Projects  
(H176955)

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:

CH2M HILL Engineers, 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 4.9.1 subdivisions A through C of the policy as outlined.

Signed Ronald E. Williams  
Printed Name Ronald Williams  
Title Vice-President  
Date 2/9/18

**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](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](http://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: Public Utilities Department
- 2. Name of Specific Consultant & Company: CH2M Hill, Inc.
- 3. Address, City, State, ZIP: 402 W. Broadway, Suite 1450  
San Diego, CA 92101
- 4. Project Title (as shown on 1472, "Request for Council Action"): As-Needed Construction Management Services- Conveyance Projects
- 5. Consultant Duties for Project: This construction management contract will be for the conveyance projects associated with the Pure Water program, which currently includes, but not limited to, the Morena PL, Morena PS, Pure Water PL, and Subaqueous PL.

6. Disclosure Determination [select applicable disclosure requirement]:

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

- or -

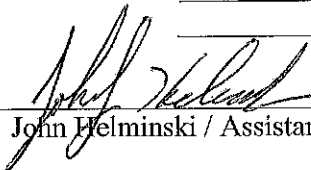
Consultant will be "making a governmental decision" or "serving in a staff capacity." Consultant is required to file a Statement of Economic Interests with the City Clerk of the City of San Diego in a timely manner as required by law. [Select consultant's disclosure category.]

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

- or -

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By:   
John Helminski / Assistant Director

1/31/2018  
[Date]

## EXHIBIT F

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

**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"/> )																						
<b>4. Design Phase</b>																						
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="width:33%;">% of Design Phase Completion</td> <td style="width:10%; text-align: center;">%</td> <td style="width:10%; text-align: center;">%</td> <td style="width:10%; 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.:	_____	_____	_____	<table style="width:100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">Final Construction</td> </tr> <tr> <td>Est. Completion: _____</td> </tr> <tr> <td>Actual Completion: _____</td> </tr> </table>	Final Construction	Est. Completion: _____	Actual Completion: _____
% of Design Phase Completion	%	%	100%																			
Agreed Delivery Date:	_____	_____	_____																			
Actual Delivery Date:	_____	_____	_____																			
Acceptance of Plans/Specs.:	_____	_____	_____																			
Final Construction																						
Est. Completion: _____																						
Actual Completion: _____																						
<b>5. Construction Support</b>																						
5a. Contractor: _____ (name and address)		Phone (____) _____																				
5b. Superintendent: _____																						
5c. Notice to Proceed _____ (date)  5d. Working days _____ (number)  5e. Actual Working days _____ (number)	5f. Change Orders: Errors/Omissions _____ % of const. cost \$ _____ 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"/>																						
	Excellent	Satisfactory	Poor																			
6a. Quality of Plans/Specifications/As-Builts Compliance with Contract & Budget Responsiveness to City Staff	<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"/>																			
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	NA		EXCELLENT	SATISFACTORY	POOR	NA
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	NA	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  :

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Item  :

---

Item  :

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Item  :

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(\*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:**

City of San Diego As-Needed Construction Manager - Conveyance Projects (H176955)

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**B. BIDDER PROPOSER INFORMATION**

CH2M HILL Engineers, Inc.			
Legal Name		DBA	
402 W. Broadway, Suite 1450	San Diego,	CA	92101
Street Address	City	State	Zip
Ronald Williams, Vice President	(480) 966-8188,	Extension	38262
Contact Person, Title	Phone	Fax	

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

\* The precise nature of the interest includes:

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

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

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or



- directing or supervising the actions of persons engaged in the above activity.

Name	Title/Position
Ronald E. Williams / Vice President	
City and State of Residence	Employer (if different than Bidder/Proposer)
Phoenix, AZ	
Interest in the transaction	None

Name	Title
Allan Highstreet / Vice President	
City and State of	Employer (if different than Bidder/Proposer)
Sacramento, CA	
Interest in the transaction	None

Name	Title
City and State of	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: 11/26/2003 State of incorporation: Delaware

List corporation's current officers:

President:	<u>Jan Walstrom</u>
Vice Pres.:	<u>James Doyna</u>
Secretary:	<u>Justin Johnson</u>
Treasurer:	<u>Michael Carlin</u>

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:

CH2M Hill Global, Inc. (CHGI) is 100% owner of the CHE stock, CH2M Hill Companies, Ltd. is the 100% stock owner of CHGI, and CH2M HILL Companies, Ltd. stock is 100% owned by Jacobs Engineering Group.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Limited Liability Company

Date formed: mm/dd/yyyy State of formation: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Partnership

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

List names of all firm partners:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Sole Proprietorship

Date started: mm/dd/yyyy

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Joint Venture

Date formed: mm/dd/yyyy

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**E. FINANCIAL RESOURCES AND RESPONSIBILITY:**

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

Yes  No

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

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

Yes  No

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

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

Yes  No

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

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

Yes  No

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

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

Yes  No

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

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

Name of Bank: Wells Fargo Bank

Point of Contact: Brian Oosterman, Vice President

Address: 301 South College Street, 14<sup>th</sup> Floor, Charlotte, NC 28202

Phone Number: (704) 410-1893

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

**F. PERFORMANCE HISTORY:**

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

Yes  No

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

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

Yes  No

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

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

Yes  No

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

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

**Yes**       **No**

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

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

**Yes**       **No**

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

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

**Yes**       **No**

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

7. Performance References:

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

Company Name: City of Fresno's Department of Public Utilities, Fresno, CA

Contact Name and Phone Number: Michael Carbajal (559) 621-1622

Contact Email: michael.carbajal@fresno.gov

Address: 2600 Fresno Street, Fresno, CA 93721

Contract Date: 2013-2018

Contract Amount: \$500 Million

Requirements of Contract: Program Management for the Recharge Fresno Program

Company Name: San Francisco Public Utilities Commission (SFPUC) Water System Improvement Program (WSIP)-Sunol

Contact Name and Phone Number: Dan Wade (415) 554-1853

Contact Email: dan.wade@sfpuc.org

Address: 525 Golden Gate Avenue (at Polk Street), San Francisco, CA 94102

Contract Date: 2004-2014

Contract Amount: \$200 Million

Requirements of Contract: Construction Manager for the WSIP Program - Sunol Valley Region

Company Name: Department of Water Management, Program Management Services, Chicago, IL

Contact Name and Phone Number: Burk Rezko (312) 742-4281

Contact Email: Burk.Rezko@cityofchicago.org

Address: 333 S. State Street, Chicago, IL 60604

Contract Date: 2007-Present

Contract Amount: \$3.4 Billion

Requirements of Contract: Program Management for the CIP Program

**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: AB Engineering, Inc.

Contact Name and Phone Number: Ibrahim Barhoumi (858) 366-3758

Contact Email: abe@a-b-engineering.com

Address: 2211 Illion Street, San Diego, CA 92110

Contract Date:

Contract Amount:

Requirements of Contract: Deputy Construction Project Manager

What portion of work will be assigned to this subcontractor: 3%

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 02/09/2018

**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.**

Ronald E. Williams  
Vice President  
Name and Title

Ronald E. Williams  
Signature

4/20/2018  
Date



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

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

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

**Section D, Is your firm Publicly Traded? Yes.**

CH2M HILL Global, Inc. (CHGI) is 100% owner of the CHE stock, CH2M HILL Companies, Ltd. Is the 100% stock owner of CHGI, and CH2M HILL Companies, Ltd. Stock is 100% owned by Jacobs Engineering Group.

**Section F, Question #4:**

CH2M HILL Engineers, Inc. and its aligned entities strive to maintain a strong philosophy of resolving disputes, whenever possible, without resorting to litigation. While there have been some disputes, claims, arbitrations or lawsuits in the normal course of business, the number of such instances is minimal, especially considering the nature of work and the size of company. The company considers its claims and related negotiations or resulting settlements to be confidential to the company and its clients. While the outcome of pending disputes, claim, arbitration or lawsuit will result in a material adverse impact on the company's consolidated financial statement or its ability to perform its obligations under any contract.

**Section J. STATEMENT OF SUBCONTRACTORS – Cont'd**

Company Name: **CPM Partners**

Contact Name and Phone Number: Dave Seevers, PE. QSD, Vice President @ (760) 230-5009

Contact Email: dave@cpm-partners.com

Address: 535 Encinitas Blvd, Ste 114, Encinitas, CA 92024

Contract Date:

Sub-Contract Dollar Amount:

Requirements of Contract/Cost Control Engineer:

What portion of work will be assigned to this subcontractor: 3.0%

Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Circle One) YES NO

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

Company Name: **Gonzales-White Consulting Services**

Contact Name and Phone Number: Teresa Gonzales-White, President @ (619) 518-1821

Contact Email: tgwhite@printmail.com

Address:

Contract Date:

Sub-Contract Dollar Amount:

Requirements of Contract: EOCP Compliance

What portion of work will be assigned to this subcontractor: 0.5%

Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Circle One) YES NO

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

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

Ronald E. Williams  
Vice President

Name and Title

*Ronald E. Williams*

Signature

4/20/2018

Date

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

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

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

Company Name: **Harris & Associates, Inc.**

Contact Name and Phone Number: Glenn Suitor, PE @ (916) 296-4620

Contact Email: glenn.suito@wearharris.com

Address: 1401 Willow Pass Road, Suite 500, Concord, CA 94520

Contract Date:

Sub-Contract Dollar Amount:

Requirements of Contract: QA Civil

What portion of work will be assigned to this subcontractor: 5.0%

Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Circle One) YES  NO

Company Name: **Helix Environmental**

Contact Name and Phone Number: Shelby Howard, Vice President @ (619) 462-1515

Contact Email: Shelbyh@helixpi.com

Address: 17578 El Cajon Blvd., San Diego, CA 91942

Contract Date:

Sub-Contract Dollar Amount:

Requirements of Contract: Environmental Project Manager, Environmental Monitor – Biology, Archaeology

What portion of work will be assigned to this subcontractor: 3.0%

Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Circle One) YES  NO

Company Name: **KATZ & Associates**

Contact Name and Phone Number: Sarah Katz, Founder/CEO @ (858) 452-0031

Contact Email: skatz@katzandassociates.com

Address: 5440 Morehouse Drive, Suite 1000, San Diego, CA 92121

Contract Date:

Sub-Contract Dollar Amount:

Requirements of Contract: Public Outreach

What portion of work will be assigned to this subcontractor: 3.5%

Is the Subcontractor a certified SL

BE, ELBE, MBE, DBE, DVBE, or OBE? (Circle One) YES  NO

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Ronald E. Williams  
Vice President  
Name and Title

*Ronald E. Williams*  
Signature

4/20/2018  
Date

City of San Diego  
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If not using this Attachment "A", please check here  Not Applicable.

Company Name: **Kleinfelder, Inc.**

Contact Name and Phone Number: Chad Davis, Sr. Program Manager

Contact Email: cmdavis@kleinfelder.com

Address: 550 West C Street, Suite 1200, San Diego, CA 92101

Contract Date:

Sub-Contract Dollar Amount:

Requirements of Contract: Geotechnical Materials Sampling and Testing, Structural, Specialty Inspections

What portion of work will be assigned to this subcontractor: 4.5%

Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Circle One) YES  NO

Company Name: **Rosanna M. Lacarra DBA LaRoc Environmental**

Contact Name and Phone Number: Rosanna Lacarra, Principal (760) 533-1875

Contact Email: rosanna@larocenvironmental.com

Address: P.O. Box 324, Carlsbad, CA 92018-0324

Contract Date:

Sub-Contract Dollar Amount:

Requirements of Contract: Environmental Monitor - SWPPP

What portion of work will be assigned to this subcontractor: 1.0%

Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Circle One) YES  NO

Company Name: **LaSalle Solutions, LLC**

Contact Name and Phone Number: Dennis LaSalle, Manager (619) 501-2645

Contact Email: Lasalle.calif@gmail.com

Address: 900 F Street, Suite 128, San Diego, CA 92101

Contract Date:

Sub-Contract Dollar Amount:

Requirements of Contract: QA Civil

What portion of work will be assigned to this subcontractor: 3.0%

Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Circle One) YES  NO

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Ronald E. Williams  
Vice President

Name and Title

*Ronald E. Williams*

Signature

4/20/2018

Date

City of San Diego  
CONTRACTOR STANDARDS  
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Company Name: **NV5**  
Contact Name and Phone Number: Guillaume Gau, PE, Senior Vice President (858) 385-2119  
Contact Email: Guillaume.Gau@NV5.com  
Address: 15092 Avenue of Science, Suite 200, San Diego, CA 92128  
Contract Date:  
Sub-Contract Dollar Amount:  
Requirements of Contract: Material Sampling and Testing, Specialty Inspections  
What portion of work will be assigned to this subcontractor: 0.5%  
Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Circle One) YES **NO**

Company Name: **O'Day Consultants, Inc.**  
Contact Name and Phone Number: Keith Hansen, PE, QSD, QSP, Project Manager (760) 931-7700  
Contact Email: Keithh@odayconsultants.com  
Address: 2710 Loker Avenue West, Ste. 100, Carlsbad, CA 92010  
Contract Date:  
Sub-Contract Dollar Amount:  
Requirements of Contract: Field Surveying  
What portion of work will be assigned to this subcontractor: 0.5%  
Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Circle One) **YES** NO

Company Name: **Paleo Solutions, Inc.**  
Contact Name and Phone Number: Geraldine Aron, CEO (562) 818-7713  
Contact Email: geraldine@paleosolutions.com  
Address: 5911 S. Primrose Avenue, Unite N, Monrovia, CA 91016  
Contract Date:  
Sub-Contract Dollar Amount:  
Requirements of Contract: Environmental Monitor - Paleontology  
What portion of work will be assigned to this subcontractor: 0.5%  
Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Circle One) **YES** NO

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

Ronald E. Williams  
Vice President  
Name and Title

*Ronald E. Williams*  
Signature

4/20/2018  
Date

City of San Diego  
CONTRACTOR STANDARDS  
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If not using this Attachment "A", please check here  Not Applicable.

**Company Name: PW Engineering**

Contact Name and Phone Number: Pete Wong (858) 334-6347

Contact Email: pwong.pwe@gmail.com

Address: 933 Muirlands Vista Way, La Jolla, CA 92307

Contract Date:

Sub-Contract Dollar Amount:

Requirements of Contract: Sr. Technical Advisor – Pump Stations and Pipelines, Test and Start-up

What portion of work will be assigned to this subcontractor: 3.0%

Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Circle One) **YES** NO

**Company Name: Red Tail Monitoring & Research, Inc.**

Contact Name and Phone Number: Clint Linton, President (760) 803-5694

Contact Email: CJLinton@aol.com

Address: P.O. Box 504, Santa Ysabel, CA 92070

Contract Date:

Sub-Contract Dollar Amount:

Requirements of Contract: Native American Cultural Monitoring

What portion of work will be assigned to this subcontractor: 0.5%

Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Circle One) **YES** NO

**Company Name: Rocks Biological Consulting, Inc.**

Contact Name and Phone Number: Melanie Rocks, President (619) 843-6560

Contact Email: Melanie@rockbio.com

Address: 26921 Denver Street, Suite B, San Diego, CA 92110

Contract Date:

Sub-Contract Dollar Amount:

Requirements of Contract: Biology Support

What portion of work will be assigned to this subcontractor: 0.5%

Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Circle One) **YES** NO

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Ronald E. Williams  
Vice President

Name and Title

*Ronald E. Williams*

Signature

4/20/2018

Date

City of San Diego  
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If not using this Attachment "A", please check here  Not Applicable.

Company Name: <b>SAFEWORKCM</b> Contact Name and Phone Number: Yashar Hooshvar, Principal & Senior Vice President (949) 339-3930 Contact Email: yashar.hooshvar@safeworkcm.com Address: 20750 Ventura Blvd., Suite 330, Woodland Hills, CA 91364 Contract Date: Sub-Contract Dollar Amount: Requirements of Contract: Safety and OCIP What portion of work will be assigned to this subcontractor: 3.0% Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Circle One) <b>YES</b> NO
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I have read the matters and statements made in this Pledge of Compliance and Attachment "A"(s) there to and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

<u>Ronald E. Williams</u> Vice President	<u>Ronald E. Williams</u>	<u>4/20/2018</u>
Name and Title	Signature	Date

**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.

CH2M HILL Engineers, Inc.

Name of Firm



Signature of Authorized Representative

Ronald Williams

Printed/Typed Name

2/9/18

Date

## CONSULTANT CERTIFICATION

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### AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

**PROJECT TITLE:** As-Needed Construction Manager - Conveyance Projects (H176955)

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;

CH2M HILL Engineers, Inc.

(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 Ronald E. Williams

Printed Name Ronald Williams

Title Vice President



**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.)

General Decision Number: CA180001 03/02/2018 CA1

Superseded General Decision Number: CA20170001

State: California

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

County: San Diego County in California.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually.

Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number    Publication Date

0	01/05/2018
1	01/12/2018
2	01/19/2018
3	02/09/2018
4	03/02/2018

ASBE0005-002 07/03/2017

Rates            Fringes

Asbestos Workers/Insulator  
 (Includes the application of  
 all insulating materials,  
 protective coverings,  
 coatings, and finishes to all  
 types of mechanical systems).....\$ 39.72            20.81

Fire Stop Technician  
 (Application of Firestopping  
 Materials for wall openings

and penetrations in walls,  
 floors, ceilings and curtain  
 walls).....\$ 26.96      17.81

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ASBE0005-004 07/03/2017

Rates      Fringes

Asbestos Removal  
 worker/hazardous material  
 handler (Includes  
 preparation, wetting,  
 stripping, removal,  
 scrapping, vacuuming, bagging  
 and disposing of all  
 insulation materials from  
 mechanical systems, whether  
 they contain asbestos or not)....\$ 19.26      11.27

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BOIL0092-003 10/01/2012

Rates      Fringes

BOILERMAKER.....\$ 41.17      28.27

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BRCA0004-008 11/01/2017

Rates      Fringes

BRICKLAYER; MARBLE SETTER.....\$ 37.46      16.69

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BRCA0018-004 07/01/2017

Rates      Fringes

MARBLE FINISHER.....\$ 30.93      12.95

TILE FINISHER.....\$ 25.98      11.23

TILE LAYER.....\$ 37.76      16.37

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BRCA0018-010 09/01/2017

Rates      Fringes

TERRAZZO FINISHER.....\$ 29.75      12.91

TERRAZZO WORKER/SETTER.....\$ 36.75      13.82

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CARPO409-002 07/01/2016

Rates      Fringes

Diver

(1) Wet.....\$ 712.48      17.03

(2) Standby.....\$ 356.24      17.03

(3) Tender.....\$ 348.24      17.03

(4) Assistant Tender.....\$ 324.24      17.03

Amounts in "Rates" column are per day

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CARP0409-008 08/01/2010

	Rates	Fringes
Modular Furniture Installer.....	\$ 17.00	7.41

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CARP0547-001 07/01/2016

	Rates	Fringes
CARPENTER		
(1) Bridge.....	\$ 40.33	17.03
(2) Commercial Building....	\$ 35.10	17.03
(3) Heavy & Highway.....	\$ 40.20	17.03
(4) Residential Carpenter..	\$ 28.08	17.03
(5) Residential		
Insulation Installer.....	\$ 18.00	8.16
MILLWRIGHT.....	\$ 46.70	17.03
PILEDRIVERMAN.....	\$ 40.33	17.03

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\* CARP0547-002 07/01/2017

	Rates	Fringes
Drywall		
(1) Work on wood framed construction of single family residences, apartments or condominiums		

under four stories

Drywall Installer/Lather...\$ 22.95	18.85
Drywall Stocker/Scrapper...\$ 12.50	12.27
(2) All other work	
Drywall Installer/Lather...\$ 32.00	17.63
Drywall Stocker/Scrapper...\$ 12.50	12.27

ELEC0569-001 06/05/2017

Rates Fringes

Electricians (Tunnel Work)

Cable Splicer.....\$ 49.41	3%+12.63
Electrician.....\$ 46.97	3%+12.63

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

Cable Splicer.....\$ 44.00	3%+12.63
Electrician.....\$ 43.25	3%+12.63

ELEC0569-004 06/05/2017

Rates Fringes

ELECTRICIAN (Sound &  
Communications Sound

Technician).....\$ 31.00	3%+11.53
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SCOPE OF WORK Assembly, installation, operation, service and  
maintenance of components or systems as used in closed circuit

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

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ELEC0569-005 06/05/2017

Rates      Fringes

Sound & Communications

Sound Technician.....\$ 31.00      3%+11.53

SCOPE OF WORK Assembly, installation, operation, service and maintenance of components or systems as used in closed circuit television, amplified master television distribution, CATV on private property, intercommunication, burglar alarm, fire alarm, life support and all security alarms, private and public telephone and related telephone interconnect, public address, paging, audio, language, electronic, background music



system less than line voltage or any system acceptable for class two wiring for private, commercial, or industrial use furnished by leased wire, frequency modulation or other recording devices, electrical apparatus by means of which electricity is applied to the amplification, transmission, transference, recording or reproduction of voice, music, sound, impulses and video. Excluded from this Scope of Work - transmission, service and maintenance of background music. All of the above shall include the installation and transmission over fiber optics.

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

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ELEC0569-006 02/27/2017

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

Rates Fringes

Traffic signal, street light and underground work

Utility Technician #1.....\$ 30.48	3%+7.70
Utility Technician #2.....\$ 25.45	3%+7.70

STREET LIGHT & TRAFFIC SIGNAL WORK:

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

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

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ELEC0569-008 06/05/2017

	Rates	Fringes
ELECTRICIAN (Residential, 1-3 Stories).....	\$ 32.81	3%+6.61

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ELEC1245-001 06/01/2017

	Rates	Fringes
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LINE CONSTRUCTION

(1) Lineman; Cable splicer..\$ 55.49	16.62
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....\$ 44.32	3%+17.65
(3) Groundman.....\$ 33.89	3%+17.65
(4) Powderman.....\$ 49.55	3%+17.65

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

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ELEV0018-001 01/01/2018

	Rates	Fringes
ELEVATOR MECHANIC.....\$ 53.85		32.645

FOOTNOTE:  
PAID VACATION: Employer contributes 8% of regular hourly  
rate as vacation pay credit for employees with more than 5  
years of service, and 6% for 6 months to 5 years of service.  
PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day,  
Labor Day, Veterans Day, Thanksgiving Day, Friday after

Thanksgiving, and Christmas Day.

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ENGI0012-003 07/01/2017

Rates      Fringes

OPERATOR: Power Equipment

(All Other Work)

GROUP 1.....	\$ 44.00	24.25
GROUP 2.....	\$ 44.78	24.25
GROUP 3.....	\$ 45.07	24.25
GROUP 4.....	\$ 46.56	24.25
GROUP 5.....	\$ 47.66	24.25
GROUP 6.....	\$ 46.78	24.25
GROUP 8.....	\$ 46.89	24.25
GROUP 9.....	\$ 47.99	24.25
GROUP 10.....	\$ 48.01	24.25
GROUP 11.....	\$ 48.11	24.25
GROUP 12.....	\$ 47.18	24.25
GROUP 13.....	\$ 47.28	24.25
GROUP 14.....	\$ 47.31	24.25
GROUP 15.....	\$ 47.39	24.25
GROUP 16.....	\$ 47.51	24.25
GROUP 17.....	\$ 47.68	24.25
GROUP 18.....	\$ 47.78	24.25
GROUP 19.....	\$ 47.89	24.25
GROUP 20.....	\$ 48.01	24.25
GROUP 21.....	\$ 48.18	24.25

GROUP 22.....	\$ 48.28	24.25
GROUP 23.....	\$ 48.39	24.25
GROUP 24.....	\$ 48.51	24.25
GROUP 25.....	\$ 48.68	24.25

## OPERATOR: Power Equipment

(Cranes, Piledriving &amp;

Hoisting)

GROUP 1.....	\$ 45.35	24.25
GROUP 2.....	\$ 46.13	24.25
GROUP 3.....	\$ 46.42	24.25
GROUP 4.....	\$ 46.56	24.25
GROUP 5.....	\$ 46.78	24.25
GROUP 6.....	\$ 46.89	24.25
GROUP 7.....	\$ 47.01	24.25
GROUP 8.....	\$ 47.18	24.25
GROUP 9.....	\$ 47.35	24.25
GROUP 10.....	\$ 48.35	24.25
GROUP 11.....	\$ 49.35	24.25
GROUP 12.....	\$ 50.35	24.25
GROUP 13.....	\$ 51.35	24.25

## OPERATOR: Power Equipment

(Tunnel Work)

GROUP 1.....	\$ 41.80	23.35
GROUP 2.....	\$ 42.58	23.35
GROUP 3.....	\$ 42.87	23.35
GROUP 4.....	\$ 43.01	23.35
GROUP 5.....	\$ 43.23	23.35
GROUP 6.....	\$ 43.34	23.35
GROUP 7.....	\$ 43.46	23.35

PREMIUM PAY:

\$3.75 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher

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

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter (concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator



GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel

type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity); Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator;

Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth- moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self- loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

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

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

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

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

GROUP 17: Rubber-tired earth-moving equipment operator,  
operating equipment with push-pull system (multiple engine,  
Euclid, Caterpillar and similar, over 50 cu. yds. struck);  
Tandem tractor operator (operating crawler type tractors in  
tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator,  
operating in tandem (scrapers, belly dumps and similar  
types in any combination, excluding compaction units -

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

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

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

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

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

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

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

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

#### CRANES, PILEDIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed,

lull or similar types)

GROUP 2: Truck crane oiler

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

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

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

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

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

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to

and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

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

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

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs,



Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

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

#### TUNNEL CLASSIFICATIONS

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

GROUP 2: Power-driven jumbo form setter operator

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

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

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types);

Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

#### ENGINEERS ZONES

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

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

T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1s, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

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

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

Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

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

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along

the state line to the starting point, which is the center of  
 Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

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 ENGI0012-004 08/01/2015

Rates      Fringes

OPERATOR: Power Equipment

(DREDGING)

(1) Leverman.....	\$ 49.50	23.60
(2) Dredge dozer.....	\$ 43.53	23.60
(3) Deckmate.....	\$ 43.42	23.60
(4) Winch operator (stern winch on dredge).....	\$ 42.87	23.60
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 42.33	23.60
(6) Barge Mate.....	\$ 42.94	23.60

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 IRON0377-002 01/01/2017

Rates      Fringes

Ironworkers:

Fence Erector.....	\$ 29.58	21.59
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Ornamental, Reinforcing  
and Structural.....\$ 36.00      30.15

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

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

\$4.00 additional per hour at the following locations:

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

\$2.00 additional per hour at the following locations:

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

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LABO0089-001 07/18/2016

Rates      Fringes

LABORER (BUILDING and all other Residential Construction)

Group 1.....	\$ 29.42	19.78
Group 2.....	\$ 30.10	19.78
Group 3.....	\$ 30.81	19.78
Group 4.....	\$ 31.61	19.78
Group 5.....	\$ 33.54	19.78

LABORER (RESIDENTIAL CONSTRUCTION - See definition below)

(1) Laborer.....	\$ 27.32	18.11
(2) Cleanup, Landscape, Fencing (Chain Link & Wood),	\$ 26.03	18.11

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

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete Screeding for Rought Strike-off; Concrete, water curing;



Demolition laborer; Flagman; Gas, oil and/or water pipeline laborer; General Laborer; General clean-up laborer; Landscape laborer; Jetting laborer; Temporary water and air lines laborer; Material hoseman (walls, slabs, floors and decks); Plugging, filling of Shee-bolt holes; Dry packing of concrete; Railroad maintenance, Repair Trackman and road beds, Streetcar and railroad construction track laborers; Slip form raisers; Slurry seal crews (mixer operator, applicator operator, squeegee man, Shuttle man, top man), filling of cracks by any method on any surface; Tarman and mortar man; Tool crib or tool house laborer; Window cleaner; Wire Mesh piling-all concrete pouring operations

GROUP 2: Asphalt Shoveler; Cement Dumper (on 1 yard or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute man, pouring concrete, the handling of the chute from ready mix trucks, such as walls, slabs, decks, floors, foundations, footings, curbs, gutters and sidewalks; Concrete curer-impervious membrane and form oiler; Cutting torch operator (demolition); Guinea chaser; Headboard man-asphalt; Laborer, packing rod steel and pans; membrane vapor barrier installer; Power broom sweepers (small); Riprap, stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Tank sealer and cleaner; Tree climber, faller, chain saw operator, Pittsburgh Chipper and similar type brush shredders; Underground laborers, including caisson bellow

GROUP 3: Buggymobile; Concrete cutting torch; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2 1/2 feet drill steel or longer; Dri Pak-it machine; High sealer (including drilling of same); Hydro seeder and similar type; Impact wrench, multi-plate; Kettlemen, potmen and men applying asphalt, lay-kold, creosote, lime caustic and similar type materials (applying means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operators of pneumatic, gas, electric tools, vibrating machines, pavement breakers, air blasting, come-along, and similar mechanical tools not separately classified herein; Pipelayers back up man coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rotary Scarifier or multiple head concrete chipping scarifier; Steel header board man and guideline setter; Tampers, Barko, Wacker and similar type; Trenching machine, handpropelled

GROUP 4: Asphalt raker, luterman, ironer, asphalt dumpman and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), Grinder or sander; Concrete saw man; cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Laser beam in connection with laborer's work; Oversize concrete vibrator operator 70 pounds and over; Pipelayer performing all services in the laying, installation and all forms of connection of pipe from the point of receiving pipe in the

ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit, and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid, gas, air or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzleman), Porta shot-blast, water blasting

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

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 LABO0089-002 11/01/2017

	Rates	Fringes
LABORER (MASON TENDER).....	\$ 30.00	16.47

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 LABO0089-004 07/01/2017

HEAVY AND HIGHWAY CONSTRUCTION

Rates Fringes

Laborers:

Group 1.....	\$ 31.63	18.58
Group 2.....	\$ 32.09	18.58
Group 3.....	\$ 32.50	18.58
Group 4.....	\$ 33.34	18.58
Group 5.....	\$ 37.46	18.58

LABORER CLASSIFICATIONS

GROUP 1: Laborer: General or Construction Laborer, Landscape Laborer. Asphalt Rubber Material Loader. Boring Machine Tender (outside), Carpenter Laborer (cleaning, handling, oiling & blowing of panel forms and lumber), Concrete Laborer, Concrete Screeding for rough strike-off, Concrete water curing. Concrete Curb & Gutter laborer, Certified Confined Space Laborer, Demolition laborer & Cleaning of Brick and lumber, Expansion Joint Caulking; Environmental Remediation, Monitoring Well, Toxic waste and Geotechnical Drill tender, Fine Grader, Fire Watcher, Limbers, Brush Loader, Pilers and Debris Handlers. flagman. Gas Oil and Water Pipeline Laborer. Material Hoseman (slabs, walls, floors, decks); Plugging, filling of shee bolt holes; Dry packing of concrete and patching; Post Holer Digger (manual); Railroad maintenance, repair trackman, road beds; Rigging & signaling; Scaler, Slip-Form Raisers, Filling cracks on any surface, tool Crib or Tool House Laborer,

Traffic control (signs, barriers, barricades, delineator, cones etc.), Window Cleaner

GROUP 2: Asphalt abatement; Buggymobile; Cement dumper (on 1 yd. or larger mixers and handling bulk cement); Concrete curer, impervious membrane and form oiler; Chute man, pouring concrete; Concrete cutting torch; Concrete pile cutter; driller/Jackhammer, with drill steel 2 1/2 feet or longer; Dry pak-it machine; Fence erector; Pipeline wrapper, gas, oil, water, pot tender & form man; Grout man; Installation of all asphalt overlay fabric and materials used for reinforcing asphalt; Irrigation laborer; Kettleman-Potman hot mop, includes applying asphalt, lay-klold, creosote, lime caustic and similar tyhpes of materials (dipping, brushing, handling) and waterproofing; Membrane vapor barrier installer; Pipelayer backup man (coating, grouting, making of joints, sealing caulkiing, diapering including rubber basket joints, pointing); Rotary scarifier, multiple head concrete chipper; Rock slinger; Roto scraper & tiller; Sandblaster pot tender; Septic tank digger/installer; Tamper/wacker operator; Tank scaler & cleaner; Tar man & mortar man; Tree climber/faller, chainb saw operator, Pittsburgh chipper & similar type brush shredders.

GROUP 3: Asphalt, installation of all frabrics; Buggy Mobile Man, Bushing hammer; Compactor (all types), Concrete Curer - Impervious membrane, Form Oiler, Concrete Cutting Torch, Concrete Pile Cutter,Driller/Jackhammer with drill steel 2

1/2 ft or longer, Dry Pak-it machine, Fence erector including manual post hole digging, Gas oil or water Pipeline Wrapper - 6 ft pipe and over, Guradrail erector, Hydro seeder, Impact Wrench man (multi plate), kettleman-Potman Hot Mop includes applying Asphalt, Lay-Kold, Creosote, lime caustic and similar types of materials (dipping, brushing or handling) and waterproofing. Laser Beam in connection with Laborer work. High Scaler, Operators of Pneumatic Gas or Electric Tools, Vibrating Machines, Pavement Breakers, Air Blasting, Come-Alongs and similar mechanical tools, Remote-Controlled Robotic Tools in connection with Laborers work. Pipelayer Backup Man (Coating, grouting, m makeing of joints, sealing, caulking, diapering including rubber gasket joints, pointing and other services). Power Post Hole Digger, Rotary Scarifier (multiple head concrete chipper scarifier), Rock Slinger, Shot Blast equipment (8 to 48 inches), Steel Headerboard Man and Guideline Setter, Tamper/Wacker operator and similar types, Trenching Machine hand propelled.

GROUP 4: Any worker exposed to raw sewage. Asphalt Raker, Luteman, Asphalt Dumpman, Asphalt Spreader Boxes, Concrete Core Cutter, Concrete Saw Man, Cribber, Shorer, Head Rock Slinger. Installation of subsurface instrumentation, monitoring wells or points, remediation system installer; Laborer, asphalt-rubber distributor bootman; Oversize concrete vibrator operators, 70 pounds or over. Pipelayer, Prfefabricated Manhole Installer, Sandblast Nozzleman

(Water Balsting-Porta Shot Blast), Traffic Lane Closure.

GROUP 5: Blasters Powderman-All work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Horizontal directional driller, Boring system, Electronic tracking, Driller: all power drills excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and all other types of mechanical drills without regard to form of motive power. Environmental remediation, Monitoring well, Toxic waste and Geotechnical driller, Toxic waste removal. Welding in connection with Laborer's work.

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LABO0300-005 01/01/2018

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 33.19	17.78

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

LABO1184-001 07/01/2017

Rates Fringes

Laborers: (HORIZONTAL  
DIRECTIONAL DRILLING)

(1) Drilling Crew Laborer...	\$ 34.65	13.20
(2) Vehicle Operator/Hauler.	\$ 34.82	13.20
(3) Horizontal Directional Drill Operator.....	\$ 36.67	13.20
(4) Electronic Tracking Locator.....	\$ 38.67	13.20

Laborers: (STRIPING/SLURRY  
SEAL)

GROUP 1.....	\$ 35.86	16.21
GROUP 2.....	\$ 37.16	16.21
GROUP 3.....	\$ 39.17	16.21
GROUP 4.....	\$ 40.91	16.21

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender -



removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

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LABO1414-003 08/02/2017

Rates Fringes

LABORER

PLASTER CLEAN-UP LABORER....\$ 35.50	18.29
PLASTER TENDER.....\$ 38.05	18.29

Work on a swing stage scaffold: \$1.00 per hour additional.

Work at Military Bases - \$3.00 additional per hour:

Coronado Naval Amphibious Base, Fort Irwin, Marine Corps Air  
 Station-29 Palms, Imperial Beach Naval Air Station, Marine  
 Corps Logistics Supply Base, Marine Corps Pickle Meadows,  
 Mountain Warfare Training Center, Naval Air  
 Facility-Seeley, North Island Naval Air Station, Vandenberg  
 AFB.

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 PAIN0036-001 01/01/2018

Rates      Fringes

Painters: (Including Lead  
 Abatement)

(1) Repaint (excludes San Diego County).....\$ 27.59	14.14
(2) All Other Work.....\$ 31.12	14.14

REPAINT of any previously painted structure. Exceptions:  
 work involving the aerospace industry, breweries,  
 commercial recreational facilities, hotels which operate

commercial establishments as part of hotel service, and sports facilities.

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PAIN0036-010 10/01/2017

	Rates	Fringes
DRYWALL FINISHER/TAPER		
(1) Building & Heavy		
Construction.....	\$ 30.24	16.95
(2) Residential		
Construction (Wood frame apartments, single family homes and multi-duplexes up to and including four stories).....		
	\$ 23.50	15.96

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\* PAIN0036-012 10/01/2017

	Rates	Fringes
GLAZIER.....	\$ 42.55	18.57

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PAIN0036-019 01/01/2018

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 30.02	13.68

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PLAS0200-005 08/02/2017

	Rates	Fringes
PLASTERER.....	\$ 41.26	14.46

NORTH ISLAND NAVAL AIR STATION, COLORADO NAVAL AMPHIBIOUS  
BASE, IMPERIAL BEACH NAVAL AIR STATION: \$3.00 additional  
per hour.

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PLAS0500-001 07/01/2017

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
GROUP 1.....	\$ 26.34	19.77
GROUP 2.....	\$ 27.99	19.77
GROUP 3.....	\$ 29.57	19.77

CEMENT MASONS - work inside the building line, meeting the  
following criteria:

GROUP 1: Residential wood frame project of any size; work  
classified as Type III, IV or Type V construction;  
interior tenant improvement work regardless the size of the  
project; any wood frame project of four stories or less.

GROUP 2: Work classified as type I and II construction

GROUP 3: All other work

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 PLUM0016-006 07/01/2017

	Rates	Fringes
PLUMBER, PIPEFITTER, STEAMFITTER		
Camp Pendleton.....	\$ 53.78	21.61
Plumber and Pipefitter All other work except work on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space and work on strip malls, light commercial, tenant improvement and remodel work.....	\$ 49.28	21.61
Work ONLY on new additions and remodeling of commercial buildings, bars, restaurants, and stores not to exceed 5,000		

sq. ft. of floor space.....\$ 47.76	20.63
Work ONLY on strip malls, light commercial, tenant improvement and remodel work.....\$ 36.91	18.96

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PLUM0016-011 07/01/2017

Rates Fringes

PLUMBER/PIPEFITTER

Residential.....\$ 39.91	17.53
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PLUM0078-001 07/01/2016

Rates Fringes

PLUMBER

Landscape/Irrigation Fitter.\$ 44.16	25.19
Sewer & Storm Drain Work....\$ 44.16	25.19

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ROOF0045-001 07/01/2017

Rates Fringes

ROOFER.....\$ 30.73	8.43
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SFCA0669-001 04/01/2017

	Rates	Fringes
SPRINKLER FITTER.....	\$ 39.17	15.84

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SHEE0206-001 07/01/2017

	Rates	Fringes
SHEET METAL WORKER		
Camp Pendleton.....	\$ 38.88	26.52
Except Camp Pendleton.....	\$ 36.88	26.52
Sheet Metal Technician.....	\$ 27.70	8.43

SHEET METAL TECHNICIAN - SCOPE:

- a. Existing residential buildings, both single and multi-family, where each unit is heated and/or cooled by a separate system
- b. New single family residential buildings including tracts.
- c. New multi-family residential buildings, not exceeding five stories of living space in height, provided each unit is heated or cooled by a separate system. Hotels and motels are excluded.
- d. LIGHT COMMERCIAL WORK: Any sheet metal, heating and air conditioning work performed on a project where the total construction cost, excluding land, is under \$1,000,000
- e. TENANT IMPROVEMENT WORK: Any work necessary to finish interior spaces to conform to the occupants of commercial buildings, after completion of the building shell

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TEAM0166-001 07/03/2017

	Rates	Fringes
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## Truck drivers:

GROUP 1.....	\$ 15.90	32.69
GROUP 2.....	\$ 23.49	32.69
GROUP 3.....	\$ 23.69	32.69
GROUP 4.....	\$ 23.89	32.69
GROUP 5.....	\$ 24.09	32.69
GROUP 6.....	\$ 24.59	32.69
GROUP 7.....	\$ 26.09	32.69

FOOTNOTE: HAZMAT PAY: Work on a hazmat job, where hazmat certification is required, shall be paid, in addition to the classification working in, as follows: Levels A, B and C - +\$1.00 per hour. Workers shall be paid hazmat pay in increments of four (4) and eight (8) hours.

## TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Fuel Man, Swamper

GROUP 2: 2-axle Dump Truck, 2-axle Flat Bed, Concrete Pumping Truck, Industrial Lift Truck, Motorized Traffic Control, Pickup Truck on Jobsite

GROUP 3: 2-axle Water Truck, 3-axle Dump Truck, 3-axle Flat



Bed, Erosion Control Nozzleman, Dump Crete Truck under 6.5 yd, Forklift 15,000 lbs and over, Prell Truck, Pipeline Work Truck Driver, Road Oil Spreader, Cement Distributor or Slurry Driver, Bootman, Ross Carrier

GROUP 4: Off-road Dump Truck under 35 tons 4-axles but less than 7-axles, Low-Bed Truck & Trailer, Transit Mix Trucks under 8 yd, 3-axle Water Truck, Erosion Control Driver, Grout Mixer Truck, Dump Crete 6.5yd and over, Dumpster Trucks, DW 10, DW 20 and over, Fuel Truck and Dynamite, Truck Greaser, Truck Mounted Mobile Sweeper 2-axle Winch Truck

GROUP 5: Off-road Dump Truck 35 tons and over, 7-axles or more, Transit Mix Trucks 8 yd and over, A-Frame Truck, Swedish Cranes

GROUP 6: Off-Road Special Equipment (including but not limited to Water Pull Tankers, Athey Wagons, DJB, B70 Wuclids or like Equipment)

GROUP 7: Repairman

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification

and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example:

PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date

for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

**WATER INFRASTRUCTURE FINANCE AND INNOVATION ACT PROGRAM AND CLEAN WATER STATE REVOLVING FUND REQUIREMENTS**

The City anticipates receiving financial assistance from the Federal Government and the State of California for this project. The following requirements are conditions of the receipt of financial assistance from the United States Environmental Protection Agency under the Federal Water Infrastructure Finance and Innovation Act (WIFIA) program and the State Water Resources Control Board under the Clean Water State Revolving Fund program. The firm contracting with the City (Construction Management Professional) shall comply with all of the following requirements. If there are other provisions in the Contract Documents that address the same subjects as this Exhibit, Construction Management Professional shall comply with both provisions, with the more stringent requirements controlling. If there is a direct conflict between the Agreement and this Exhibit, the requirements of this Exhibit shall control in order to preserve the City's eligibility to receive financial assistance.

**1. Records.** Construction Management Professional shall maintain separate books, records and other material relative to the Project. Construction Management Professional shall also retain such books, records, and other material for itself and for each subcontractor who performed or performs work on this project for a minimum of thirty-six (36) years after Project Completion. Construction Management Professional shall require that such books, records, and other material are subject at all reasonable times (at a minimum during normal business hours) to inspection, copying, and audit by the State Water Board, the Bureau of State Audits, the United States Environmental Protection Agency (USEPA), the Office of Inspector General, the Internal Revenue Service, the Governor, or any authorized representatives of the aforementioned. Construction Management Professional shall allow and shall require its subcontractors to allow interviews during normal business hours of any employees who might reasonably have information related to such records. Construction Management Professional agrees to include a similar duty regarding audit, interviews, and records retention in any subcontract related to the performance of this Agreement. The provisions of this section shall survive the termination or expiration of this Agreement. (SRF Agmt. § 2.17(b)).

**2. Bonds.** For construction contracts of \$250,000 or more, Construction Management Professional shall not begin construction until after it has provided the City with performance and payment bonds each for 100% of the contract value. (SRF Agmt. § 5.3).

**3. Compliance with Laws and Regulations.** Construction Management Professional shall, at all times, comply with and require its subcontractors to comply with all applicable federal and state laws, rules, guidelines, regulations, and requirements. Without limitation of the foregoing, to the extent applicable, Construction Management Professional shall:

- (a) Comply with and require its subcontractors on the Project to comply with federal DBE requirements.
- (b) Comply with and require its subcontractors to comply with the list of federal laws in Attachment 1 to this Exhibit.

(SRF Agmt. § 5.5).



**4. Indemnification.** Construction Management Professional shall defend, indemnify and hold harmless the State Water Quality Control Board, the California Infrastructure and Economic Development Bank (Bank), and any trustee, and their officers, employees, and agents for the Bonds issued by the Bank, if any, to the same extent Construction Management Professional is obligated to defend, indemnify, and hold harmless the City under the Agreement. Construction Management Professional shall require its subcontractors to similarly defend, indemnify, and hold harmless the State Water Quality Control Board, the Bank, and any trustee, and their officers, employees, and agents for the Bonds issued by the Bank, if any, to the same extent its subcontractors are obligated to defend, indemnify, and hold harmless the Construction Management Professional. (SRF Agmt. § 5.11).

**5. Non-Discrimination Requirements.**

- (a) During the performance of this Agreement, Construction Management Professional and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family care leave, or genetic information, gender, gender identity, gender expression, or military and veteran status.
- (b) Construction Management Professional and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- (c) Construction Management Professional and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act and the applicable regulations promulgated thereunder. (Gov. Code, §12990, subds. (a)-(f) et seq.; Cal. Code Regs., tit. 2, § 7285 et seq.) Such regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- (d) Construction Management Professional and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

(SRF Agmt. § 5.14(e)).

**6. Insurance.** For any policy of general liability insurance concerning the construction of the Project, Construction Management Professional will cause, and will require its subcontractors to cause, a certificate of insurance to be issued showing the State Water Quality Control Board, its officers, agents, employees, and servants as additional insured. (SRF Agmt. § 5.16).

**7. Excluded Parties.** Construction Management Professional shall not contract with any party who is debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which this funding is authorized. For any work related to this Agreement, Construction Management Professional shall not contract with any individual or organization on the State

## EXHIBIT M

Water Board's List of Disqualified Businesses and Persons that is identified as debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which funding under this Agreement is authorized. The State Water Board's List of Disqualified Businesses and Persons is located at

[http://www.waterboards.ca.gov/water\\_issues/programs/ustcf/dbp.shtml](http://www.waterboards.ca.gov/water_issues/programs/ustcf/dbp.shtml). (SRF Agmt. § 5.17).

**8. Prevailing Wages.** Construction Management Professional shall comply with all California State and federal prevailing wage laws. Construction Management Professional shall include in its subcontracts the full the language provided in Attachment 2 to this Exhibit regarding federal prevailing wages. (SRF Agmt. § 5.18; SRF Agmt. Ex. E § A.2).

**9. Signage.** Upon the direction of the City, Construction Management Professional shall place a sign at least four feet tall by eight feet wide made of 3/4 inch thick exterior grade plywood or other approved material in a prominent location on the Project site and shall maintain the sign in good condition for the duration of the construction period. The sign must include the following disclosure statement and color logos (available from the State Water Resources Control Board):



“Funding for this \$[insert value] million [insert name] project has been provided in full or in part by the Clean Water State Revolving Fund through an agreement with the State Water Resources Control Board. California’s Clean Water State Revolving Fund is capitalized through a variety of funding sources, including grants from the United States Environmental Protection Agency and state bond proceeds.”

The Project sign may include another agency's required promotional information so long as the above logos and disclosure statement are equally prominent on the sign. The sign shall be prepared in a professional manner. (SRF Agmt. Ex. A § 7).

## Attachment 1 – Federal Requirements

Construction Management Professional shall comply with the following federal conditions:

(A) Federal Award Conditions.

- (1) American Iron and Steel. Unless the City has obtained a waiver from USEPA on file with the State Water Board or unless this Project is not a project for the construction, alteration, maintenance or repair of a public water system or treatment work, Construction Management Professional shall not purchase "iron and steel products" produced outside of the United States on this Project. Unless the City has obtained a waiver from USEPA on file with the State Water Board or unless this Project is not a project for the construction, alteration, maintenance or repair of a public water system or treatment work, Construction Management Professional hereby certifies that all "iron and steel products" used in the Project were or will be produced in the United States. For purposes of this section, the term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. "Steel" means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.
- (2) Wage Rate Requirements (Davis-Bacon). Construction Management Professional shall include in its subcontracts the full the language provided in Attachment 2 to this Exhibit regarding federal prevailing wages.
- (3) Construction Management Professionals, Subcontractors, Debarment and Suspension, Executive Order 12549; 2 CFR Part 180; 2 CFR Part 1532. Construction Management Professional shall comply with Subpart C of 2 CFR Part 180 and shall ensure that its subcontracts include compliance. Construction Management Professional shall not subcontract with any party who is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension". Construction Management Professional shall not subcontract with any individual or organization on USEPA's List of Violating Facilities. Construction Management Professional shall certify that it and its principals, and shall obtain certifications from its subcontractors that they and their principals:
  - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
  - ii. Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement,

## EXHIBIT M

- theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
  - iv. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.
  - v. Suspension and debarment information can be accessed at <http://www.sam.gov>. Construction Management Professional represents and warrants that it has or will include a term or conditions requiring compliance with this provision in all of its subcontracts under this Agreement. Construction Management Professional acknowledges that failing to disclose the information as required at 2 CFR 180.335 may result in the termination, delay or negation of this Agreement, or pursuance of legal remedies, including suspension and debarment.
- (4) Copyright and Patent. USEPA and the State Water Board have the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed pursuant to this Agreement. Where an invention is made with Project Funds, USEPA and the State Water Board retain the right to a worldwide, nonexclusive, nontransferable, irrevocable, paid-up license to practice the invention owned by Construction Management Professional. Construction Management Professional must utilize the Interagency Edison extramural invention reporting system at <http://iEdison.gov> and shall notify the State Water Board when an invention report, patent report, or utilization report is filed.
- (5) Credit. Construction Management Professional agrees that any reports, documents, publications or other materials developed for public distribution supported by this Agreement shall contain the following statement:
- “This project has been funded wholly or in part by the United States Environmental Protection Agency and the State Water Resources Control Board. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency or the State Water Resources Control Board, nor does the EPA or the Board endorse trade names or recommend the use of commercial products mentioned in this document.”
- (6) Trafficking in Persons. Construction Management Professional, its employees, its subcontractors and their employees may not engage in severe forms of trafficking in persons during the term of this Agreement, procure a commercial sex act during the term of this Agreement, or use forced labor in the performance of this Agreement. Construction Management Professional must include this provision in its subcontracts under this Agreement. Construction Management Professional must inform the City immediately of

## EXHIBIT M

any information regarding a violation of the foregoing. Construction Management Professional understands that failure to comply with this provision may subject the State Water Board to loss of federal funds, and the loss of funding for this Project.

- (B) Civil Rights Obligations. Construction Management Professional shall comply with the following federal non-discrimination requirements:
- (1) Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP). (EPA XC HB)
  - (2) Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities. (EPA XC HB)
  - (3) The Age Discrimination Act of 1975, which prohibits age discrimination. (EPA XC HB)
  - (4) Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex. (EPA XC HB)
  - (5) 40 CFR Part 7, as it relates to the foregoing. (EPA XC HB)
  - (6) Executive Order No. 11246. Construction Management Professional shall include in its subcontracts related to the Project the following provisions (41 CFR § 60-1.4(b)):

*"During the performance of this contract, the construction management professional agrees as follows:*

*"(1) The construction management professional will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The construction management professional will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The construction management professional agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.*

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

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

"(4) The construction management professional will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the construction management professional's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

"(5) The construction management professional will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

"(6) The construction management professional will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

"(7) In the event of the construction management professional's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the construction management professional may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

"(8) The construction management professional will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The construction management professional will take such action with respect to any subcontract or purchase order as the

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*administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a construction management professional becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the construction management professional may request the United States to enter into such litigation to protect the interests of the United States."*

- (7) Disadvantaged Business Enterprises (40 CFR Part 33). Construction Management Professional agrees to comply with the requirements of USEPA's Program for Utilization of Small, Minority and Women's Business Enterprises. The DBE rule can be accessed at [www.epa.gov/osbp](http://www.epa.gov/osbp). Construction Management Professional shall comply with 40 CFR Section 33.301, and retain all records documenting compliance with the six good faith efforts. The Construction Management Professional shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Construction Management Professional shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the Construction Management Professional to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies. (IUP)
- (C) Procurement Prohibitions under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans; 42 USC § 7606; 33 USC § 1368. Except where the purpose of this Agreement is to remedy the cause of the violation, Construction Management Professional may not procure goods, services, or materials from suppliers excluded under the federal System for Award Management: <http://www.sam.gov/>.
- (D) Debarment and Suspension Executive Order No. 12549 (1986). Construction Management Professional certifies that it will not knowingly enter into a contract with anyone who is ineligible under the 40 CFR Part 32 to participate in the Project. Construction Management Professional shall ensure that subcontractors on the Project must provide the certification prior to the award of any subcontract.
- (E) Construction Management Professional agrees that if its network or information system is connected to USEPA networks to transfer data using systems other than the Environmental Information Exchange Network or USEPA's Central Data Exchange, it will ensure that any connections are secure.
- (F) Geospatial Data Standards. All geospatial data created pursuant to this Agreement that is submitted to the State Water Board for use by USEPA or that is submitted directly to USEPA must be consistent with Federal Geographic Data Committee endorsed standards. Information on these standards may be found at [www.fgdc.gov](http://www.fgdc.gov).
- (G) Federal Lobbying Restrictions. Recipients of federal financial assistance may not pay any person for influencing or attempting to influence any officer or employee of a federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress with respect to the award, continuation, renewal, amendment, or modification of a federal grant, loan, or contract. These requirements

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are implemented for USEPA in 40 CFR Part 34, which also describes types of activities, such as legislative liaison activities and professional and technical services, which are not subject to this prohibition. Upon award of this contract, Construction Management Professional shall complete and submit to the City the certification and disclosure forms in Appendix A and Appendix B to 40 CFR Part 34. Construction Management Professional shall also require all subcontractors and suppliers of any tier awarded a subcontract over \$100,000 to similarly complete and submit the certification and disclosure forms pursuant to the process set forth in 40 CFR 34.110.



Attachment 2 – Davis-Bacon

Construction Management Professional shall include the language in this Attachment in all of its subcontracts for the Project. Construction Management Professional and all subcontractors working on the Project shall comply with any provisions herein applicable to construction management professionals and subcontractors, respectively.

For purposes of this Attachment, “subrecipient” or “sub recipient” means the City of San Diego.

For purposes of this Exhibit only, “recipient” means the State Water Board.

**I. Requirements For Sub recipients That Are Governmental Entities:**

If a sub recipient has questions regarding when Davis-Bacon (DB) applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State Water Board. The recipient or sub recipient may also obtain additional guidance from DOL’s web site at

<http://www.dol.gov/whd/>

1. Applicability of the Davis- Bacon (DB) prevailing wage requirements.

DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund and to any construction project carried out in whole or in part by assistance made available by a drinking water treatment revolving loan fund. If a sub recipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the sub recipient must discuss the situation with the recipient State before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Sub recipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

(i) While the solicitation remains open, the sub recipient shall monitor [www.wdol.gov](http://www.wdol.gov) weekly to ensure that the wage determination contained in the solicitation remains current. The sub recipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the sub recipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the sub recipient.

(ii) If the sub recipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination

contained in the solicitation shall be effective unless the State recipient, at the request of the sub recipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The sub recipient shall monitor [www.wdol.gov](http://www.wdol.gov) on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(b) If the sub recipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing construction management professional (ordering instrument) rather than by publishing a solicitation, the sub recipient shall insert the appropriate DOL wage determination from [www.wdol.gov](http://www.wdol.gov) into the ordering instrument.

(c) Sub recipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a sub recipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the sub recipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the sub recipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The sub recipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

### 3. Contract and Subcontract provisions.

(a) The Recipient shall insure that the sub recipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or the DWSRF - financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or -FY 2015 Water Resource Reform and Development Act, the following clauses:

#### (1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the construction management professional and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be

constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the construction management professional and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. Sub recipients may obtain wage determinations from the U.S. Department of Labor's web site, [www.dol.gov](http://www.dol.gov).

(ii)(A) The sub recipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

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

(B) If the construction management professional and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the sub recipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the sub recipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the construction management professional, the laborers or mechanics to be employed in the classification or their representatives, and the sub recipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in

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the classification under this contract from the first day on which work is performed in the classification.

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

(iv) If the construction management professional does not make payments to a trustee or other third person, the construction management professional may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the construction management professional, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the construction management professional to set aside in a separate account assets for the meeting of obligations under the plan or program.

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

(3) Payrolls and basic records.

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

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certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The construction management professional shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the sub recipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the sub recipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Construction management professionals and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the sub recipient(s) for transmission to the State or EPA if requested by EPA, the State, the construction management professional, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sub recipient(s).

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

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

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

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

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

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(D) The falsification of any of the above certifications may subject the construction management professional or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The construction management professional or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the construction management professional or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the construction management professional, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

### (4) Apprentices and trainees

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

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(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the construction management professional will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

(5) Compliance with Copeland Act requirements. The construction management professional shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The construction management professional or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a construction management professional and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause

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include disputes between the construction management professional (or any of its subcontractors) and sub recipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

### (10) Certification of eligibility.

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

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

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

### 4. Contract Provision for Contracts in Excess of \$100,000.

(a) Contract Work Hours and Safety Standards Act. The sub recipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No construction management professional or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the construction management professional and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such construction management professional and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The sub recipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the construction management professional or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act,



which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The construction management professional or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section. (b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Sub recipient shall insert a clause requiring that the construction management professional or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Sub recipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the construction management professional or subcontractor for inspection, copying, or transcription by authorized representatives of the USEPA and the Department of Labor and the State Water Board, and the construction management professional or subcontractor will permit such representatives to interview employees during working hours on the job.

#### 5. Compliance Verification

(a) The sub recipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that construction management professionals or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The sub recipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The sub recipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by construction management professionals or subcontractors and the duration of the contract or subcontract. Sub recipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the construction management professional or subcontractor is not complying with DB. Sub recipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(c) The sub recipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that construction management professionals or subcontractors are paying the appropriate wage rates. The sub recipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by construction management professionals or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the sub recipient should spot check payroll data within two weeks of each construction management professional or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Sub recipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the construction management

## EXHIBIT M

professional or subcontractor is not complying with DB. In addition, during the examinations the sub recipient shall verify evidence of fringe benefit plans and payments there under by construction management professionals and subcontractors who claim credit for fringe benefit contributions.

(d) The sub recipient shall periodically review construction management professionals' and subcontractors' use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that construction management professionals and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Sub recipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/whd/america2.htm>.

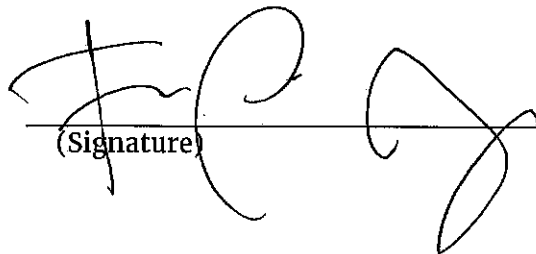
**CERTIFICATION OF LOCAL AGENCY**

I HEREBY CERTIFY that I am the Project Manager, of the Local Agency of City of San Diego, and that the consulting firm of CH2M Hill Engineers, Inc., or its representative has not been required (except as herein expressly stated), directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this Agreement to:

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

I acknowledge that this Certificate to be furnished to the (United States Environmental Protection Agency, Clean Water State Revolving Fund Loan, Bureau of Reclamation, State Water Resources Control Board, Water Storage Investment Program California Water Commission, and Integrated Regional Water Management -Department of Water Resources) in connection with this Agreement involving participation of (Water Infrastructure Finance and Innovation Act (WIFIA) program and Clean Water State Revolving Fund Program) funds, and is subject to applicable State and Federal laws, both criminal and civil.

09 FEB 2018  
(Date)

  
(Signature)

**ATTACHMENT 2**

**CERTIFICATION OF CONSULTANT**

I HEREBY CERTIFY that I am the Vice President and duly authorized representative of the firm of CH2M HILL Engineers, Inc., whose address is 402 W. Broadway, Suite 1450, San Diego, CA 92101 and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

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

I acknowledge that this Certificate to be furnished to the (United States Environmental Protection Agency, Bureau of Reclamation, State Water Resources Control Board, Water Storage Investment Program California Water Commission, and Integrated Regional Water Management -Department of Water Resources) in connection with this Agreement involving participation of (Water Infrastructure Finance and Innovation Act (WIFIA) program and Clean Water State Revolving Fund Program) funds, and is subject to applicable State and Federal laws, both criminal and civil.

2/9/18  
(Date)

Ronald E. Wils  
(Signature)

Tues 4/10/18  
(R-2018-362) Item 32c

RESOLUTION NUMBER R- 311673

DATE OF FINAL PASSAGE APR 16 2018

A RESOLUTION OF THE COUNCIL OF THE CITY OF  
SAN DIEGO AUTHORIZING AS-NEEDED CONSTRUCTION  
MANAGEMENT SERVICES AGREEMENT WITH CH2M  
HILL, INC. NOT TO EXCEED FIVE (5) YEARS.

WHEREAS, the contract with CH2M Hill, Inc. for As-Needed Construction Management Services for Pure Water Conveyance Projects to support the Public Utilities Department (Department) for a maximum compensation amount of \$45,000,000, and a maximum contract term not to exceed five (5) years; and

WHEREAS, this contract will cover construction management services for the Pure Water Phase I – Conveyance projects. This is one (1) of two (2) as-needed construction management contracts being secured for the Pure Water program; the first one is for the treatment and facilities projects, which is being approved under a separate action; and

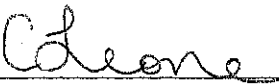
WHEREAS, this activity is not a project as defined in CEQA Guidelines section 15378 because it involves execution of a contract which, on its own accord, will not cause a significant environmental impact. As such, this activity is not subject to CEQA pursuant to Section 15060(c)(2); NOW, THEREFORE,

BE IT RESOLVED, by the Council of the City of San Diego, that the Mayor, or his designee, is authorized to execute an agreement with CH2M Hill, Inc. for As-Needed Construction Management Services for Pure Water Conveyance projects, for a minimum of \$1,000 and a total amount not to exceed \$45,000,000, with a contract duration of five (5) years; and

BE IT FURTHER RESOLVED, that the Chief Financial Officer is authorized to expend an amount not to exceed \$45,000,000 in total from the following two Water Funds: 700011

(Water Utility Operating), 700010 (Water Utility CIP); and the following two Sewer Funds:  
700001 (Metro Sewer Utility), 700009 (Metro Sewer CIP), for the purpose of funding the As-  
Needed Construction Management Services agreement, contingent upon adoption of the Annual  
Appropriation Ordinance for the applicable fiscal year, and contingent upon the City Comptroller  
furnishing one or more certificates certifying that the funds necessary for expenditure are, or will  
be, on deposit with the City Treasurer.

APPROVED: MARA W. ELLIOTT, City Attorney

By   
Christine M. Leone  
Deputy City Attorney

CML:js  
February 16, 2018  
Or.Dept:Public Utilities  
Doc. No.: 1691446

I certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this  
meeting of APR 10 2018.

ELIZABETH S. MALAND  
City Clerk

By   
Deputy City Clerk

Approved: 4/16/18  
(date)

  
KEVIN L. FAULCONER, Mayor

Vetoed: \_\_\_\_\_  
(date)

\_\_\_\_\_  
KEVIN L. FAULCONER, Mayor

Passed by the Council of The City of San Diego on APR 10 2018, by the following vote:

Councilmembers	Yeas	Nays	Not Present	Recused
Barbara Bry	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lorie Zapf	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chris Ward	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Myrtle Cole	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mark Kersey	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chris Cate	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Scott Sherman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
David Alvarez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Georgette Gomez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Date of final passage APR 16 2018.


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

AUTHENTICATED BY:

KEVIN L. FAULCONER  
Mayor of The City of San Diego, California.

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

(Seal)

By , Deputy

Office of the City Clerk, San Diego, California

Resolution Number R- 311673

Passed by the Council of The City of San Diego April 10, 2018, by the following vote:

**YEAS:** **BRY, ZAPF, WARD, COLE, KERSEY, CATE, SHERMAN,  
ALVAREZ, GÓMEZ.**

**NAYS:** **NONE.**

**NOT PRESENT:** **NONE.**

**RECUSED:** **NONE.**

AUTHENTICATED BY:

**KEVIN L. FAULCONER**

Mayor of The City of San Diego, California

**ELIZABETH S. MALAND**

City Clerk of The City of San Diego, California

(Seal)

By: **Matthew R. Hilario**, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of  
RESOLUTION NO. **R-311673**, approved on **April 10, 2018**. The date of final  
passage is **April 16, 2018.**

**ELIZABETH S. MALAND**

City Clerk of the City of San Diego, California

(Seal)

By: , Deputy