

**ORIGINAL**

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

**BLACK & VEATCH CORPORATION**

**FOR**

**AS-NEEDED STORMWATER DESIGN**

**(FEDERAL VERSION)**

**CONTRACT NUMBER: H2426343**

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

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# **AGREEMENT FOR DESIGN PROFESSIONAL SERVICES**

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**DESIGN PROFESSIONAL AS-NEEDED EXHIBITS**

Exhibit A - Scope of Services

Exhibit B - Task Order Authorization

Exhibit C - Compensation and Fee Schedule

Exhibit D - City's Equal Opportunity Contracting Program Consultant Requirements

(AA) Disclosure of Discrimination Complaints

(BB) Work Force Report

(CC) Subcontractors List

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

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

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

(GG) SWCRB Form 4500-2: DBE Subcontractor Participation Form

(HH) SWCRB Form 4500-3: DBE Subcontractor Performance Form

(II) SWCRB Form 4500-4: DBE Subcontractor Utilization Form

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

Exhibit E - Determination Form

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**ATTACHMENTS**

1. Certification of Local Agency
2. Certification of Consultant
3. Certification Regarding Lobbying
4. Disclosure of Lobbying Activities

**AS-NEEDED AGREEMENT BETWEEN  
THE CITY OF SAN DIEGO  
AND BLACK & VEATCH CORPORATION FOR PROFESSIONAL CIVIL  
ENGINEERING SERVICES FOR AS-NEEDED STORMWATER DESIGN**

THIS Agreement is made and entered into between the City of San Diego, a municipal corporation [City], and Black & Veatch Corporation [Design Professional] to provide Professional Services to the City for civil engineering on an as-needed basis.

**RECITALS**

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

The Design 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 Design Professional [Parties] want to enter into an Agreement whereby the City will retain the Design Professional to provide, and the Design Professional shall provide, the Professional Services 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  
DESIGN PROFESSIONAL SERVICES**

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

**1.1 Scope of Services.** The scope of services will be determined by the City on an as-needed basis and presented to the Design Professional as an individual task [Task]. The Design 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, Design Professional shall complete and execute the Task Order which must be approved in writing by the City. Each Task Order shall include a scope of Professional Services, a cost estimate, and the time for completion. The scope of Professional Services shall include all activities or work reasonably anticipated as necessary for successful completion of each Task presented by the City. If prevailing wage rates apply to a Task Order then said rates shall be in accordance with the provisions set forth in Section 4.20 of this Agreement. The date of the City's Request for Cost Proposal for a Task Order Letter [Proposal Letter] shall be used for the purpose of determining which published prevailing wage rate shall apply on a Task Order. All wage rates published and all predetermined wage

rate increases known at the date of the Proposal Letter shall apply for the duration of said Task Order.

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

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

**1.2 Task Administrator.** The Engineering & Capital Projects Department is the task administrator for this Agreement. The Design Professional shall provide the Professional Services under the direction of a designated representative of the Engineering & Capital Projects Department. The City's designated representative will communicate with the Design Professional on all matters related to the administration of this Agreement and the Design Professional's performance of the Professional Services rendered hereunder. When this Agreement refers to communications to or with the City, those communications will be with the designated representative, unless the designated representative or the Agreement specifies otherwise. 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 Design Professional's cost of, or the time required for, the performance of any of the Professional Services, the Design Professional shall immediately notify the City. If the City deems it appropriate, an equitable adjustment to the Design Professional's compensation 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 Design Professional shall obtain from the City a written authorization to proceed. Further, throughout the term of this Agreement, the Design Professional shall immediately advise the City in writing of any anticipated changes to any Task, including any changes to the time for completion or the Compensation and Fee Schedule [Exhibit C], and shall obtain the City's written consent to the change prior to making any changes. In no event shall the City's consent be construed to relieve the Design Professional from its duty to render all Professional Services in accordance with applicable laws and accepted industry standards.

**1.5 Confidentiality of Services.** All Professional Services performed by the Design Professional, including but not limited to all drafts, data, correspondence, proposals, reports, and estimates compiled or composed by the Design Professional, pursuant to this Agreement, are for the sole use of the City, its agents and employees. Neither the documents

nor their contents shall be released to any third party without the prior written consent of the City. This provision does not apply to information that (a) was publicly known, or otherwise known to the Design Professional, at the time that it was disclosed to the Design Professional by the City, (b) subsequently becomes publicly known through no act or omission of the Design Professional, or (c) otherwise becomes known to the Design Professional other than through disclosure by the City. Except for Subcontractors covered by Section 4.4, neither the documents nor their contents shall be released to any third party without the prior written consent of the City.

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

## **ARTICLE II DURATION OF AGREEMENT**

**2.1 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 Design Professional shall immediately notify the City in writing if Design 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 Design Professional to a reasonable extension of time, but such delay shall not entitle the Design Professional to damages or additional compensation. Any such extension of time must be approved in writing by the City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the Design

Professional's work; inability to obtain materials, equipment or labor; required additional Professional Services; or other specific reasons agreed to between the City and the Design Professional; provided, however, that: (a) this provision shall not apply to, and the Design Professional shall not be entitled to an extension of time for, a delay caused by the acts or omissions of the Design Professional; and (b) a delay caused by the inability to obtain materials, equipment, or labor shall not entitle the Design Professional to an extension of time unless the Design Professional furnishes the City, in a timely manner, documentary proof satisfactory to the City of the Design Professional's inability to obtain materials, equipment, or labor.

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

**2.6 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 Design 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 Design Professional. After termination of this Agreement, the Design Professional shall complete any and all additional work necessary for the orderly filing of documents and closing of the Design Professional's Professional Services under this Agreement. For services rendered in completing the work, the Design Professional shall be entitled to fair and reasonable compensation for the Professional Services performed by the Design Professional before the effective date of termination. After filing of documents and completion of performance, the Design Professional shall deliver to the City all drawings, plans, calculations, specifications and other documents or records related to the Design Professional's Professional Services on all Task(s). By accepting payment for completion, filing and delivering documents as called for in this paragraph, the Design 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 Design Professional fails to perform or adequately perform any obligation required by this Agreement, the Design Professional's failure constitutes a Default. A Default includes the Design Professional's failure to complete the Professional Services within the time for completion as set forth in the Task Order. If the Design 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 Design Professional, and any person claiming any rights by or through the Design 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 Design Professional.

### **ARTICLE III COMPENSATION**

**3.1 Amount of Compensation.** The City shall pay the Design 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 \$10,000,000. The City agrees to issue at least one or more Task Orders with a minimum aggregate value of \$1,000.00 to the Design Professional.

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

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

**3.4 Eighty Percent Notification.** The Design Professional shall promptly notify the City in writing of any potential cost overruns. Cost overruns include, but are not limited to the following: (1) where anticipated costs to be incurred in the next sixty calendar days, when added to all costs previously incurred, will exceed 80 percent of the maximum compensation for this Agreement or 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 DESIGN PROFESSIONAL'S OBLIGATIONS**

**4.1 Industry Standards.** The Design Professional agrees that the Professional Services rendered under this Agreement shall be performed in accordance with the standards customarily adhered to by an experienced and competent professional civil engineering firm

using the degree of care and skill ordinarily exercised by reputable professionals practicing in the same field of service in the State of California. Where approval by the City, the Mayor or his designee, or other representatives of the City is required, it is understood to be general approval only and does not relieve the Design Professional of responsibility for complying with all applicable laws, codes, and good consulting practices.

## **4.2 Right to Audit.**

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

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

**4.2.2.1 Cost Audit.** If there is a claim for additional compensation or for Additional 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 Design Professional and all Subcontractors shall maintain complete and accurate records in accordance with Generally Accepted Accounting Practices in the industry. The Design Professional and Subcontractors shall make available to the City for review and audit; all Task-related accounting records and documents, and any other financial data. Upon the City's request, the Design Professional and Subcontractors shall submit exact duplicates of originals of all requested records to the City.

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

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

**4.3 Insurance.** The Design Professional shall not begin the Professional Services under this Agreement until it has: (a) obtained, and provided to the City, insurance certificates and endorsements reflecting evidence of all insurance required in Article IV, Section 4.3.1; and (b) confirmed that all policies contain the specific provisions required in Article IV, Section 4.3.4 of this Agreement. However, failure to obtain City approval of the

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

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

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

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

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

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

**4.3.1.4 Architects & Engineers Professional Liability.** For all of the Design Professional's employees who are subject to this Agreement, the Design Professional shall keep in full force and effect, Professional Liability coverage for professional liability with a limit of \$3,000,000 per claim and \$3,000,000 annual aggregate. The Design Professional shall ensure both that: (1) the policy retroactive date is on or before the date of



commencement of the Professional Services 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 Design Professional agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the City's exposure to loss.

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

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

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

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

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

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

#### **4.3.3 Acceptability of Insurers.**

**4.3.3.1** Except for the State Compensation Insurance Fund, all insurance required by this Agreement shall only be carried by insurance companies with a

rating of at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State of California, and that have been approved by the City.

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

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

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

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

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

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

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

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

#### **4.3.4.3 Contractors Pollution Liability Insurance Endorsements.**

**ADDITIONAL INSURED.** To the fullest extent allowed by law and consistent with the limiting provisions set forth at California Civil Code section 2782, California Insurance Code section 11580.04, and any applicable successor statutes limiting indemnification of public agencies that bind the City, the policy or policies shall be endorsed

to include as an Additional Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of: (a) ongoing operations performed by you or on your behalf, (b) your products, (c) your work, e.g., your completed operations performed by you or on your behalf, or d) premises owned, leased, controlled, or used by you.

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

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

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

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

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

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

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

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

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

**4.4.1.2** The Design Professional is obligated to pay the Subcontractor, for Design Professional and City-approved invoice amounts, out of amounts paid by the City to the Design Professional, not later than seven working days from the Design Professional's receipt of payment from the City. Nothing in this paragraph shall be construed to impair the right of the Design 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 Design Professional shall notify the City in writing of any withholding of payment to the Subcontractor, specifying: (a) the amount withheld; (b) the specific cause under the terms of the subcontract for withholding payment; (c) the connection between the cause for withholding payment and the amount withheld; and (d) the remedial action the Subcontractor must take in order to receive the amount withheld. Once the Subcontractor corrects the deficiency, the Design Professional shall pay the Subcontractor the amount withheld within fourteen working days of the Design Professional's receipt of the City's next payment.

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

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

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

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

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

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

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

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

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

**4.5.3.3** To view the City's online tutorials on how to utilize PRISM® for compliance reporting, please visit:

<http://stage.prismcompliance.com/etc/vendortutorials.htm>

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

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

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

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

**4.6.3 Compliance Investigations.** Upon the City's request, the Design Professional agrees to provide to the City, within sixty calendar days, a truthful and complete list of the names of all Subcontractors, vendors, and suppliers that the Design Professional has used in the past five years on any of its contracts that were undertaken within San Diego



County, including the total dollar amount paid by the Design Professional for each subcontract or supply contract. The Design Professional further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance (San Diego Municipal Code sections 22.3501-22.3517) The Design Professional understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in remedies being ordered against the Design Professional up to and including contract termination, debarment, and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance. The Design Professional further understands and agrees that the procedures, remedies and sanctions provided for in the Nondiscrimination Ordinance apply only to violations of said Nondiscrimination Ordinance.

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

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

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

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

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

**4.8 Title 24/Americans with Disabilities Act Requirements.** Design Professional has sole responsibility for ensuring that all Project plans and other design services comply with all accessibility requirements under Title 24 of the California Code of Regulations, known as the California Building Code (Title 24), and under the Americans with Disabilities Act Accessibility Guidelines (ADAAG) in effect at the time the designs are submitted to the City for review. When a conflict exists between Title 24 and ADAAG, the most restrictive requirement shall be followed by Design Professional (i.e., that which provides the most access). Design Professional warrants and certifies that any and all plans and specifications prepared for the City in accordance with this agreement shall meet all requirements under Title 24 and ADAAG. Design Professional understands that while the City will be reviewing Design Professional's designs for compliance in specific and certain areas under Title 24 and ADAAG prior to acceptance of Design Professional's designs, Design Professional

understands and agrees that the City's access review process and its acceptance of Design Professional's designs in no way limits the Design Professional's obligations under this agreement to prepare designs that comply with all requirements under Title 24 and ADAAG.

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

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

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

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

**4.10.3** The Design Professional and its Subcontractors having subcontracts amounting to 1% or more of the value of the Professional Services agreed to under this Agreement are precluded from participating in design services on behalf of the contractor,

construction management, and any other construction services related in any way to these Professional Services without the prior written consent of the City.

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

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

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

**4.12 Compensation for Mandatory Assistance.** The City will compensate the Design Professional for fees incurred for providing Mandatory Assistance as Additional 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 Design Professional, its agents, officers, and employees, the Design Professional shall reimburse the City. The City is then entitled to reimbursement of all fees paid to the Design Professional, its agents, officers, and employees for Mandatory Assistance.

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

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



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

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

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

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

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

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

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



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

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

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

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

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

**4.20.3 Payroll Records.** Design Professional and its subconsultants shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Design Professional shall require its subconsultants to also comply with section 1776. Design Professional and its subconsultants shall submit weekly certified payroll

records online via the City's web-based Labor Compliance Program. Design Professional is responsible for ensuring its subconsultants submit certified payroll records to the City.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



See EXHIBIT I.

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

(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**

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

**5.2** The Design Professional and its Subcontractors shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining

to costs incurred, and shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under this Agreement, for inspection by the City, the United States USEPA, the State Auditor, the Comptroller General of the United States, or their duly authorized representatives.

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

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

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

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

**5.7** The Design Professional shall comply with California Government Code section 7550 as follows:

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

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

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



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

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

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

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

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

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

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

## **ARTICLE VI INDEMNIFICATION**

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

### **6.2 Design Professional Services Indemnification and Defense.**

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

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

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

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

## **ARTICLE VII MEDIATION**

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

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

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

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

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

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

**7.4 Conduct of Mediation Sessions.** Mediation hearings will be conducted in an informal manner and discovery will not be allowed. All discussions, statements, or



admissions will be confidential to the Party's legal position. The Parties may agree to exchange any information they deem necessary.

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

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

## **ARTICLE VIII INTELLECTUAL PROPERTY RIGHTS**

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

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

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

**8.4 Moral Rights.** Design Professional, its employees, agents, talent, and independent Subcontractor(s) hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Deliverable Materials which Design Professional, its employees, agents, talent, and independent Subcontractor(s), may now have or which may accrue to Design Professional, its employees, agents, talent, and independent Subcontractor(s)' benefit under U.S. or foreign copyright laws and any and all other residual

rights and benefits which arise under any other applicable law now in force or hereafter enacted. The term "Moral Rights" shall mean any and all rights of paternity or integrity in or to the Deliverable Materials and the right to object to any modification, translation or use of said content, and any similar rights existing under judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

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

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

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

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

## **ARTICLE IX MISCELLANEOUS**

**9.1 Notices.** In all cases where written notice is required under this Agreement, service shall be deemed sufficient if the notice is deposited in the United States mail, postage paid. Proper notice shall be effective on the date it is mailed, unless provided otherwise in this Agreement. For the purpose of this Agreement, unless otherwise agreed in writing, notice to the City shall be addressed to: Engineering & Capital Projects Department, c/o Nerio P. Viray, 525 B Street, San Diego, CA 92101 and notice to the Design Professional shall be addressed to: Black & Veatch Corporation, Kevin Davis, 300 Rancheros, Dr., Suite 250, San Marcos, CA 92069, [daviskn@bv.com](mailto:daviskn@bv.com).

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

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

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

**9.5 Design Professional and Subcontractor Principals for Professional Services.** It is understood that this Agreement is for unique Professional Services. Retention of the Design Professional's Professional Services is based on the particular professional expertise of the following members of the Design Professional's organization **Tony Hancock, Kevin Davis, and Juan Diaz-Carreras** [Project Team]. Accordingly, performance of Professional Services under this Agreement may not be delegated to other members of the Design 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 Design Professional. In the event any member of the Project Team becomes unavailable for any reason, the City must be consulted as to any replacement. If the City does not approve of a proposed replacement, the City may terminate this Agreement pursuant to section 2.6 of this Agreement. Further, the City reserves the right, after consultation with the Design Professional, to require any of the Design Professional's employees or agents to be removed from performance of the Scope of Services.

**9.6 Additional Design Professionals or Contractors.** The City reserves the right to employ, at its own expense, such additional Design 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 Design Professional employs an individual who, within the last twelve months immediately preceding such employment did, in the individual's capacity as an officer or employee of the City, participate in, negotiate with, or otherwise have an influence on the recommendation made to the City Council or Mayor in connection with the selection of the Design Professional.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

**9.25 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 J [United States Environmental Protection Agency Fund 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 (Design Professional) shall comply with all of the requirements as listed in Exhibit J.

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

**9.27 Attachments.** Design Professional shall complete Attachment 2 (Certification of Consultant), Attachment 3 (Certification Regarding Lobbying) and Attachment 4 (Disclosure of Lobbying Activities).

*The remainder of this page has been intentionally left blank.*

IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor, pursuant to Resolution Number R-315843, authorizing such execution, and by the Design Professional pursuant to Black & Veatch Corporation's signature authority document.

I HEREBY CERTIFY I can legally bind Black & Veatch Corporation and that I have read all of this Agreement, this 3rd day of October, 2024.

By JH Clark  
James H. Clark  
Senior Vice President

Dated this 17th day of January, 2025.

THE CITY OF SAN DIEGO  
Mayor or Designee

By CAbarca  
Claudia Abarca  
Director  
Purchasing & Contracting Department

I HEREBY APPROVE the form of the foregoing Agreement this 22 day of January, 2025

HEATHER FERBERT, City Attorney

By Heather Ferbert  
Deputy City Attorney



RESOLUTION NUMBER R- 315843

DATE OF FINAL PASSAGE NOV 06 2024

A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN DIEGO AUTHORIZING THE AWARD OF AN AS-NEEDED CONSULTANT AGREEMENT IN AN AMOUNT NOT TO EXCEED \$10,000,000 WITH BLACK & VEATCH CORPORATION, FOR STORMWATER DESIGN AND ENGINEERING SERVICES FOR THE CAPITAL IMPROVEMENT PROGRAM AND RELATED ACTIONS.

RECITALS

The Council of the City of San Diego (Council) adopts this Resolution based on the following:

A. The City of San Diego (City) utilizes as-needed stormwater design and engineering services to perform various engineering support services for its Capital Improvement Program (CIP). Task orders are issued for CIP projects on an as-needed basis, depending on which projects require these specialty services.

B. In April 2024, the City issued a Request for Proposals (RFP) to solicit professional stormwater design and engineering services for CIP projects. Ten firms submitted timely proposals in response to the RFP. City staff selected Black & Veatch Corporation, along with three other firms, based on its qualifications in accordance with Council Policy 300-07.

C. The City now desires to retain Black & Veatch Corporation to provide professional design and engineering services related to stormwater CIP projects on an as-needed basis. The City and Black & Veatch Corporation negotiated a Consultant Agreement, included in the docket materials accompanying this Resolution. The Consultant Agreement is for a term of five years and in an amount not to exceed \$10,000,000.

D. The Office of the City Attorney prepared this Resolution based on the information provided by City staff (including information provided by affected third parties and verified by City staff), with the understanding that this information is complete and accurate.

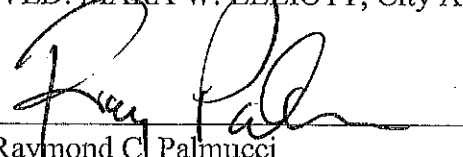
ACTION ITEMS

Be it resolved by the Council of the City of San Diego:

1. The Council approves the Consultant Agreement.
2. That the Mayor or designee is authorized, on the City's behalf, to sign and deliver the Consultant Agreement. When signed by both parties, the Consultant Agreement will be placed on file in the Office of the City Clerk as Document No. RR- 315843.
3. The Chief Financial Officer is authorized to appropriate and expend funds under the Consultant Agreement in an amount not to exceed \$10,000,000 from CIP No. ACA00001, Fund 400265, GF CIP Contributions, for professional stormwater design and engineering services, contingent upon the adoption of the Annual Appropriation Ordinance for the applicable fiscal year and the Chief Financial Officer first certifying that the funds necessary for expenditure are, or will be, on deposit with the City Treasurer.

APPROVED: MARA W. ELLIOTT, City Attorney

By

  
Raymond C. Palmucci  
Deputy City Attorney

RCP:cw  
October 14, 2024  
Or.Dept: Engineering & Capital Projects Department  
CC No.: 3000017164  
Doc. No. 3839259



The City of San Diego  
**COMPTROLLER'S CERTIFICATE**

**CERTIFICATE OF UNALLOTTED BALANCE**

ORIGINATING DEPT. NO.: 3000017164  
 DEPT. NO.: 2112

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

Amount: \_\_\_\_\_

Purpose: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
 COMPTROLLER'S DEPARTMENT

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

FUND OVERRIDE

**CERTIFICATION OF UNENCUMBERED BALANCE**

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

Not to Exceed: \$1,000.00

Vendor: Black & Veatch

Purpose: To authorize the expenditure of funds not to exceed \$1,000 for the purpose of providing as-needed stormwater design services under contract H2426343 and meeting minimum guarantee requirements.

Date: 9/30/2024

By: Travis Brady  
 \_\_\_\_\_  
 COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA									
Doc. Item	Funded Program	Fund	Grant Number	G/L Account	Functional Area	Business Area	Fund Center	Internal Order or WBS Element	Original Amount
1	ACA00001	400265	NOT_RELEVANT_GRANT	512034	STWA-00000000-SH	2114	2114120013	ACA00001	\$1,000.00
2									
3									
4									
5									
6									
7									
8									
9									
TOTAL AMOUNT									\$1,000.00

FUND OVERRIDE

Passed by the Council of The City of San Diego on OCT 29 2024, by the following vote:

Councilmembers	Yeas	Nays	Not Present	Recused
Joe LaCava	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jennifer Campbell	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Stephen Whitburn	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Henry Foster, III	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Marni von Wilpert	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kent Lee	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Raul A. Campillo	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vivian Moreno	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sean Elo-Rivera	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Date of final passage NOV 06 2024.

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

AUTHENTICATED BY:

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

(Seal)

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

By Kristine Medina, Deputy

Office of the City Clerk, San Diego, California  
Resolution Number R- 315843

Passed by the Council of The City of San Diego on October 29, 2024, by the following vote:

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

**NAYS:** NONE.

**NOT PRESENT:** CAMPBELL.

**RECUSED:** NONE.

**VACANT:** NONE.

AUTHENTICATED BY:

**TODD GLORIA**

Mayor of The City of San Diego, California

**DIANA J.S. FUENTES**

City Clerk of The City of San Diego, California

(Seal)

By: Linda Irvin, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true, and correct copy of  
RESOLUTION NO. R-315843 approved on October 29, 2024. The date of final  
passage is November 6, 2024.

**DIANA J.S. FUENTES**

City Clerk of the City of San Diego, California

(Seal)

By: Linda Irvin, Deputy

**EXHIBIT A**

**DESIGN PROFESSIONAL AS-NEEDED**  
**EXHIBITS**

# SCOPE OF SERVICES

## 1.0 SCOPE OF SERVICES

### 1.1 GENERAL

1.1.1 Under the general supervision of the City Mayor or his designated representatives, Design Professional shall provide as-needed annual professional Stormwater Pipeline Engineering Design services by Task Orders on an hourly basis. Stormwater Engineering Services include, but are not necessarily limited to preparation of construction documents for; storm drain rehabilitation/replacement projects and their connected structures and required appurtenances and facilities for a given conveyance system, various structural improvement projects, provide surveying services, provide environmental support services and preparation of environmental documents, assist in the acquisition of various permits, perform hydrology/hydraulic analysis, provide bid and construction support services and other services necessary to complete the Tasks. Design services to be provided by this contract will categorically exclude all other support for non-pipeline Stormwater CIP projects and their connected structures and required appurtenances and facilities for a given conveyance system. These services will be provided according to City directions and in conformance with the current California Building Code/Uniform Building Code, California Title 24 Accessibility Standards, and the Americans with Disabilities Act/Americans with Disabilities Act Design Guidelines including professional standards of practice established by the City. This includes all amendments and revisions of these standards as adopted by the City.

1.1.2 Design Professional is responsible for the design services and, if needed, construction support services of the Task in accordance with all current applicable laws, regulations, and codes.



## EXHIBIT A

- 1.1.3 Design Professional, or its subconsultants, shall make any presentations necessary as determined by the City, to City Council, Council Committee, and citizen groups to provide them with the information about the Task. Design Professional, either personally, or through its subconsultants, shall also make presentations to any governing or regulatory body or agency for other approvals as may be required.
- 1.1.4 Design Professional shall obtain all necessary soils investigation required for the design of the Task. The Design Professional, either personally or through its Soils Subconsultant, shall prepare a statement that may, in the City's discretion, be included in the bidding documents as to the nature of soils, contamination, ground water conditions and any other information concerning the existing conditions of the site.
- 1.1.5 The professional standards of practice established by the City and referred to in paragraph 1.1 include but are not necessarily limited to, the current versions of the following:
  - 1.1.5.1 American Public Works Association's/Associated General Contractors of California's Standard Specifications for Public Works construction with Regional and City Supplements [the Greenbook]
  - 1.1.5.2 San Diego Regional Standards Committee's WATCH Handbook.
  - 1.1.5.3 California Department of Transportation's Manual of Traffic controls for construction and Maintenance Work Zones.
  - 1.1.5.4 City of San Diego's Standard Drawings.
  - 1.1.5.5 City of San Diego's Drainage Design Manual.
  - 1.1.5.6 City of San Diego's Landscape Technical Manual produced by the Planning Department.

## EXHIBIT A

- 1.1.5.7 City of San Diego's Manual of Preparation of Land Development and Public Improvement Plans.
- 1.1.5.8 City of San Diego's Technical Guidelines for Geotechnical Reports.
- 1.1.5.9 Land Development Code/San Diego Municipal Code.
- 1.1.6 Design Professional shall comply with City Engineering drafting standards, as outlined in the City of San Diego's Manual of Preparation Land Development and Public Improvement Plans, in order to ensure good quality microfilm prints. The Design Professional shall check with Development Services Plan Check Section for amendments to the most recent version of the manual.
- 1.1.7 Design Professional shall provide all required easement documents (i.e., dedication, acquisitions, set asides, street vacations, abandonments, subordination agreements, joint use agreements, etc.) per City of San Diego Real Estate Assets Department requirements and Council Policy 600-04.
- 1.1.8 Design Professional shall design the storm drain systems to the frequency storm runoff capacities as outlined in of the City of San Diego's Drainage Design Manual (ref. Section 1-102.2).
- 1.1.9 Design Professional shall provide all required information for the construction or relocation of public or private utility facilities which must be constructed or relocated as a result of this Project.
- 1.1.10 If directed, Design Professional shall address all traffic control requirements for the Task including, if necessary, separate traffic control plans and/or notes.
- 1.1.11 Design Professional shall obtain all necessary geotechnical information required for the design and construction of the Project. The Task Engineering Geologist and/or Project Soils Engineer (qualified R.C.E. or R.G.E.) shall prepare a statement that will be included in the Bidding Documents, to address existing

## **EXHIBIT A**

geotechnical conditions of the site which might affect construction.

**1.1.12** Design Professional shall design the Task to comply with the ADA and Title 24 as described in the Agreement; however, as owner of the facility, the City is exposed to liability for projects on which designers fail to meet this obligation. Consequently, the City is implementing an evaluation of certain design aspects to ensure a compliant facility. The Design Professional shall complete and submit an ADA Compliance Review Checklist. This Checklist is designed to assist Design Professionals in meeting their ADA obligations under the contract (Design Professional also must meet Title 24 which these checklists do not cover). These checklists are not comprehensive. The checklists merely reflect the specific problematic areas of compliance with ADA commonly seen by the City. As a result, the City will be checking only these areas of ADA prior to acceptance of a Design Professional's design. The Design Professional is obligated to meet all additional laws which are not included on the City's ADA Design Review Checklist, and/or to advise the City at any time if they feel components on the checklist misrepresent the current state of the law. These ADA checklists and the City's access review process in no way limit the Design Professional's obligation under the contract.

## **2.0 TASK DELIVERABLES**

### **2.1 CONTRACT DOCUMENTS**

**2.1.1** Working Drawings shall be prepared by the Design Professional in accordance with the City's most current drawing format as outlined in the City of San Diego's Manual of Preparation of Land Development and Public Improvement Plans. Specifications shall be

## **EXHIBIT A**

prepared using Microsoft Word or equivalent utilizing Greenbook or Construction Specification Institute (CSI) format. Design Professional will furnish only the technical "Special Provisions" section of the Specifications to supplement or modify the Greenbook standards. Any computer programs used for hydraulic calculations shall be IBM PC compatible.

### **2.2 SCHEMATIC DESIGN:**

**2.2.1** Design Professional shall consult with the City to ascertain requirements of the Task including operational needs analysis in coordination with the City's Engineering & Capital Projects Department. Schematic Design studies shall include, but not be limited to the following:

**2.2.2** Site plan, with diagrammatic indications showing relationships of the Task components, including traffic circulation and landscaping.

**2.2.2.1** Sketches with sufficient detail to illustrate the scale and location of the Task components.

**2.2.2.2** Analysis of parameters affecting design and construction for each alternate considered.

**2.2.2.3** Description and recommendation for structural systems, showing alternatives considered, probable construction costs for the base Task and all additive alternates considered.

**2.2.2.4** Summary of Task requirements and a recommendation.

**2.2.3** City approval of the Schematic Design Documents and Task Proposal is a condition precedent to authorization to the Design Professional to proceed with any task.

### **2.3 DESIGN DEVELOPMENT:**

**2.3.1** Design Professional shall prepare from the approved Schematic Design Documents, for approval by the City, Design Development

## **EXHIBIT A**

Documents to fix and describe the size and character of the entire Task. These documents shall contain, as a minimum, the following:

- 2.3.2** Site plan, indicating the immediate surrounding development around the site nature and relational location, via dimensions, of all proposed Task components. Traffic circulation and landscaping should also be indicated at this stage.
- 2.3.3** Proposed construction schedules.
- 2.3.4** Technical 'Special Provisions' section of the Specifications.
- 2.3.5** Outline of Specifications prepared in accordance with the latest recommended format of the Construction Specification Institute, or in Greenbook format.
- 2.3.6** Probable Project Construction Costs for each component of the Project being considered in this phase.

### **2.4 CONSTRUCTION DOCUMENTS:**

- 2.4.1** Design Professional shall prepare, if directed, based on the approved Design Development Documents, Working Drawings and Contract Specifications [Construction Documents] setting forth in detail the requirements for the Project construction, and furnishing of the entire Project including the necessary bidding information.
- 2.4.2** Design Professional shall have a specific program established for coordinating the work of all his or her Design Professionals with the architectural work and with each other.
- 2.4.3** Working Drawings and Specifications will be prepared in accordance with the latest City drawing and specification format. Specifications shall be typed using Microsoft Word and printed using a standard laser printer or equivalent utilizing Greenbook and/or CSI format. Mylar "D" Sheets will be furnished by the City. Working drawings shall be made with permanent ink, Computer Aided Drafting, a permanent photographic reproduction process, or

## **EXHIBIT A**

with pencil made for use on drafting film and permanently fixed with spray coating. Scale and clarity or detail shall be suitable for half-size reduction. Electronic files shall be submitted to the City as directed.

- 2.4.4 If directed, Design Professional shall provide a Construction Cost Estimate based on the Construction Documents.
- 2.4.5 If directed, the Design Professional shall prepare and provide a geotechnical Design Report.
- 2.4.6 Design Professional shall address all traffic control requirements for the Project including, if necessary, at the discretion of the City, separate traffic control plans and/or notes.
- 2.4.7 Design Professional shall prepare and incorporate into the construction documents a Storm Water Pollution Prevention Plan (SWPPP) to be implemented by the Contractor during Project construction. The SWPPP shall comply with the California Regional Water Quality Control Board Statewide General Construction Storm Water permit current requirements.
- 2.4.8 Design Professional shall provide a Construction Cost Estimate based on the Construction Documents.
- 2.4.9 Design Professional shall revise Construction Documents to incorporate comments received from the City-wide plan check or from the permitting agencies.

### **2.5 BIDDING DOCUMENT:**

- 2.5.1 Design Professional, following City approval of the Construction Documents, shall prepare Final Corrected Construction Documents [Bidding Documents], and shall assist City in responding to inquiries from prospective bidders, and in preparation of Addenda for issuance by the City.

### **2.6 CONSTRUCTION SUPPORT SERVICES:**

## **EXHIBIT A**

- 2.6.1** The Construction Phase will commence with the award of the construction contract and will terminate when the Project is complete and operable and the Final Record Drawings [As-builts] have been accepted by the City.
- 2.6.2** During the construction phase, Design Professional shall provide technical advice for the Project, and any other related work, to the Project Manager employed by the City of San Diego as required by the scope of work of the Task.
- 2.6.3** Design Professional shall incorporate all construction changes provided by the City into the Final Record Drawings, including the location of underground and concealed utilities, and significant shop drawing information, and shall submit them to the Project Manager as Record Drawings for final acceptance.
- 2.6.4** Design Professional shall aid the City, on an as-needed basis, in the general administration of any construction contract let by City for development of the Project including but not limited to reviewing and preparing response to the Request For Information (RFI), Request For Clarification, review of the shop drawings and periodic on-site observations as may be necessary to determine if the work is proceeding in accordance with the design.
- 2.6.5** Design Professional shall aid in the assembling of all written guarantees and warranties, instruction books, diagrams and charts required by Contract Documents.
- 2.6.6** Design Professional shall incorporate all construction changes into the original tracings, including location of underground concealed utilities, significant shop drawing information, and final adjusted outputs of mechanical systems, and submit them to the City for final acceptance.

**END OF SCOPE OF SERVICES**



**EXHIBIT A**

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

<b>Consultant:</b>	
<b>Agreement:</b>	
<b>Task Order No.:</b>	<b>Date:</b>
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.	
<b>Part A</b>	<b>Scope of Services</b>
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.
<b>Part B</b>	<b>Task Order Compensation</b>
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 \$ _____.	
<b>Part C</b>	<b>Personnel Commitment</b>
The Scope of Services shall be performed by Consultant's personnel in the number and classifications required by City.	
<b>Part D</b>	<b>Time Sequence</b>
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.	
<b>City of San Diego</b>	<b>Consultant</b>
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

CLASSIFICATION	STANDARD RATE
Director	\$376
Senior Project Manager	\$353
Project/Task Manager 3	\$331
Project/Task Manager 2	\$309
Project/Task Manager 1	\$289
Engineer/Specialist 9	\$353
Engineer/Specialist 8	\$320
Engineer/Specialist 7	\$298
Engineer/Specialist 6	\$269
Engineer/Specialist 5	\$245
Engineer/Specialist 4	\$216
Engineer/Specialist 3	\$190
Engineer/Specialist 2	\$165
Engineer/Specialist 1	\$140
Engineer Intern	\$110
Engineering Technician 8 (CADD Manager 2)	\$221
Engineering Technician 7 (CADD Manager 1)	\$202
Engineering Technician 6	\$191
Engineering Technician 5	\$176
Engineering Technician 4	\$157
Engineering Technician 3	\$140
Engineering Technician 2	\$120
Engineering Technician 1	\$100
Cost Estimator 3	\$288
Cost Estimator 2	\$255
Cost Estimator 1	\$216
Senior Project Controls/Scheduler	\$181
Project Controls/Scheduler	\$145
Finance Manager	\$185
Finance Accountant	\$160
Finance Biller	\$120
Technical Writer	\$160
Sr. Clerical/Administration	\$140
Clerical/Administration	\$110

## EXHIBIT C

### **NOTE:**

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

**EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)**

**CONSULTANT REQUIREMENTS**

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

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

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

- III. Equal Employment Opportunity Outreach Program.** Consultants shall comply with requirements of San Diego Municipal Code Sections 22.2701 through 22.2707. Consultants shall submit with their proposal a Work Force Report for approval by the Program Manager of the City of San Diego Equal Opportunity Contracting Program (EOCP).
- A. **Nondiscrimination in Employment.** Consultant shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Consultants shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Consultant liable for any discriminatory practice of its subcontractors.
  - B. **Work Force Report.** If based on a review of the Work Force Report (Attachment BB) submitted an EOCP staff Work Force Analysis determines there are under representations when compared to County Labor Force Availability data, then the Consultant will also be required to submit an Equal Employment Opportunity (EEO) Plan to the Program Manager of the City of San Diego Equal Opportunity Contracting Program (EOCP) for approval.
  - C. **Equal Employment Opportunity Plan.** If an Equal Employment Opportunity Plan is required, the Program Manager of EOCP will provide a list of plan requirements to Consultant.
- IV. Disadvantaged Business Enterprise (DBE) Requirements.** The City seeks to foster a business climate of inclusion and to eliminate barriers to inclusion. The City encourages Proposers to seek and use DBE firms for this solicitation. Proposers agree that they will cooperate and assist the City in fulfilling the DBE Good Faith Effort (GFE) Requirement achieving “fair share objectives” and will exercise the six affirmative steps to achieve such minimum participation of small, minority and women owned businesses.
- A. **Good Faith Efforts:**
    - 1. The Proposer shall demonstrate that efforts were made to attract DBEs on this contract. The Good Faith effort requires the Proposer and any subcontractors to take the steps listed below to assure that DBEs are used whenever possible as sources of supplies, construction, equipment, or services, even if the Proposer has achieved its fair share objectives.
    - 2. The Six Affirmative Steps are:
      - i. Ensure DBEs are made aware of contracting opportunities to the fullest extent practical through outreach and recruitment activities. For Tribal, State, and Local Government Recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

## EXHIBIT D

- ii. Make information on forthcoming opportunities available to DBEs, arrange time frames for contracts, and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
  - iii. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State, and Local Government recipients, 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 (i) through (v) above.
3. The following forms must be completed and submitted with the proposal:
    - i. Attachment HH - SWRCB Form 4500-3: DBE Subcontractor Performance Form
    - ii. Attachment II - SWCRB Form 4500-4: DBE Subcontractor Utilization Form
  4. The following forms must be completed and submitted with GFE documentation:
    - i. List of Services Made Available (Form AA61)
    - ii. Summary of Subconsultants Proposals Received (Form AA62)
    - iii. Good Faith Effort List of Subcontractors Solicited (Form AA63)
  5. The Proposer shall provide Attachment GG - SWRCB Form 4500-2: DBE Subcontractor Participation Form to all DBE subcontractors prior to the award of any contract. DBE subcontractors will utilize this form to describe work received and/or report any concerns regarding the

Project. Form can be submitted to the DBE coordinator at any time during the Project period of performance.

**B. DBE Potential Resource Centers:**

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

**EXHIBIT D**

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

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

State Agencies (must be contacted):

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

Notes:

## EXHIBIT D

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

### V. **Maintaining Participation Levels.**

- I. Consultants are required to achieve and maintain the DBE participation levels throughout the duration of the goods, services, or consultant contract.
- II. If the City modifies the original specifications, the Consultant shall make reasonable efforts to maintain the DBE participation based on commitment levels made in the original proposal. The City must approve in writing the reduction in DBE participation levels.
- III. The Consultant shall notify and obtain written approval from the City in advance of any reduction in subcontract scope, termination, or substitution for a designated DBE subcontractor.
- IV. 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 Small Local Business Enterprise or Emerging Local Business Enterprise (SLBE/ELBE) performs a commercially useful function when it is responsible for execution of the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the SLBE/ELBE shall also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself.

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

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

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

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

**Emerging Business Enterprise (EBE):** a business whose gross annual receipts do not exceed the amount set by the City Manager, and which meets all other criteria set



forth in the regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for EBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace.

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

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

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

## EXHIBIT D

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

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

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

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

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

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

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

### VIII. List of Attachments.

- AA. Disclosure of Discrimination Complaints
- BB. Work Force Report
- CC. Subcontractors List
- DD. List of Services Made Available (Form AA61)
- EE. Summary of Subconsultant Proposals Received (Form AA62)
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- 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 Design 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 Design Professional in a legal or administrative proceeding alleging that Design 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 Design Professional has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Design Professional discriminated against its employees, subcontractors, vendors or suppliers.
- The undersigned certifies that within the past 10 years the Design Professional has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Design 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

Design Professional Name Black & Veatch Corporation

Certified By Katie Johnson

Title Global Director- Employee Relations

Name

*Katie Johnson*

Signature

Date June 10, 2024

**USE ADDITIONAL FORMS AS NECESSARY**



EQUAL OPPORTUNITY CONTRACTING (EOC)

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

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

WORK FORCE REPORT

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

NO OTHER FORMS WILL BE ACCEPTED
CONTRACTOR IDENTIFICATION

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

Name of Company: Black & Veatch Corporation

ADA/DBA: N/A

Address (Corporate Headquarters, where applicable): 11401 Lamar Avenue

City: Overland Park County: Johnson County State: KS Zip: 66211

Telephone Number: 913-458-2000 Fax Number: 913-458-2934

Name of Company CEO: Mario Azar

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

Address: 300 Rancheros Drive, Suite 250

City: San Marcos County: San Diego County State: CA Zip: 92069

Telephone Number: 760-621-8600 Fax Number: N/A Email: DavisKN@bv.com

Type of Business: Engineering, Procurement, Consulting and Construction Company Type of License: Business

The Company has appointed: Katie Johnson

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

Address: 11401 Lamar Avenue Overland Park KS 66211

Telephone Number: 913-458-8243 Fax Number: 913-458-2934 Email: JohnsonK2@bv.com

- [X] 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 Black & Veatch Corporation (Firm Name)

Johnson County, Kansas hereby certify that information provided (County) (State)

herein is true and correct. This document was executed on this 10th day of June, 2024

Katie Johnson (Authorized Signature)

Katie Johnson (Print Authorized Signature Name)

**WORK FORCE REPORT – Page 2**

NAME OF FIRM: Black & Veatch Corporation

DATE: June 10, 2024

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

COUNTY: San Diego County

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

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

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

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial			3	1							25	2		
Professional	2		2		5	5					12	10	2	
A&E, Science, Computer														
Technical					1						2			
Sales											1			
Administrative Support											1			
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column	2	0	5	1	6	5	0	0	0	0	56	12	2	0
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Grand Total All Employees	<b>74</b>
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Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

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

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

**WORK FORCE REPORT – Page 2**

NAME OF FIRM: Black & Veatch Corporation

DATE: June 10, 2024

OFFICE(S) or BRANCH(ES): Headquarters - Overland Park, KS

COUNTY: Johnson

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

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

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

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial	8	3	13	1	18	6	2	0	1	0	372	185	1	2
Professional	24	18	27	29	63	42	3	2	0	0	658	294	17	12
A&E, Science, Computer	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Technical	9	4	12	4	4	4	0	0	1	0	165	42	6	1
Sales	1	1	0	0	3	0	0	0	0	0	16	11	0	0
Administrative Support	2	4	3	1	1	4	0	1	0	1	26	85	0	4
Services	0		2	0	0	0	0	0	0	0	0	0	0	0
Crafts	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Operative Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Transportation	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers*	0	0	0	0	0	0	0	0	0	0	0	0	0	0

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

Totals Each Column	44	33	57	35	89	56	5	3	2	1	1237	617	24	19
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Grand Total All Employees	<b>2219</b>
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Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

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

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

## SUBCONTRACTOR PARTICIPATION LIST

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

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

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

NAME AND ADDRESS SUBCONTRACTORS	SCOPE OF SERVICES	PERCENT OF CONTRACT	SLBE/ELBE (MBE/ WBE/DBE/ DVBE/OBE*)	WHERE CERTIFIED**
Allied Geotechnical Engineers, 9500 Cuyamaca Street, 102, Santee, CA 92071	Geotechnical	.5%	SB-Micro, SLBE, DBE, MBE	CADGS, US DOT, CPUC, City of San Diego
Artemis Environmental, 3612 Bayview Place, Carlsbad, CA 92010	Environmental & Permitting	.01%	ELBE	City of San Diego
Blue Lake Civil, 5480 Baltimore Drive, Ste 215, La Mesa, CA 91942	Stormwater Engineering	.5%	ELBE, SLBE, WBE, SB-Micro	CUCP, CADGS, CPUC, City of San Diego
C-Below, 14280 Euclid Ave, Chino, CA 91710	Potholing/Utility Investigation	.01%	OBE	
Chen Ryan, 3900 5th Ave, Ste 310, San Diego, CA 92103	Traffic control & ADA Compliance	.5%	SB-Micro, DBE, MBE, WBE	CUCP, CADGS, CPUC, City of San Diego
CPM Partners, 535 Encinitas Blvd, Ste 114, Encinitas, CA 92024	Cost Estimating	.5%	SB-Micro, SLBE, DBE, MBE, WBE	CUCP, CADGS, CPUC, City of San Diego
Craftwater Engineering, 11026 Caminito Vista Pacifica, San Diego, CA 92131	Hydrology/ Hydraulics	.01%	SLBE, DVBE, SB- Micro	CADGS, City of San Diego
Cvaldo, 2255 Avenida de la Playa, Ste 5, La Jolla, CA 92037	Stormwater Engineering	.01%	ELBE	City of San Diego
D-Max, 5440 Morehouse Drive, Ste 4500, San Diego, CA 92121	Stormwater Engineering	.01%	SLBE, SB-Micro	CADGS
Epic Land Solutions, 1971 W 190th Street, Ste 100, Torrance, CA 90504	ROW & Utility Coordination	.01%	OBE	

### List of Abbreviations:

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



## SUBCONTRACTOR PARTICIPATION LIST

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

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

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

NAME AND ADDRESS SUBCONTRACTORS	SCOPE OF SERVICES	PERCENT OF CONTRACT	SLBE/ELBE (MBE/ WBE/DBE/ DVBE/OBE*)	WHERE CERTIFIED**
Harris & Associates, 1401 Willow Pass Road, Ste 500, Concord, CA 94520	Stormwater Engineering	30%	OBE	
KDA Landscape Architecture, 325 7th Ave, Unit 214, San Diego, CA 92101	Landscape Architecture	.01%	ELBE, DBE	City of San Diego, CUPC
LaSelle, 900 F Street, Ste 128, San Diego, CA 92101	Constructability Reviews	.01%	ELBE	City of San Diego
O'Day Consultants, 2710 Loker Ave, Ste 100, Carlsbad, CA 92010	General Civil & Surveying	.01%	SLBE, DBE, SDVOSB, DVBE, SB-Micro, PDBE	CADGS, CPUC
RECON, 3111 Camino Rio N, Ste 600, San Diego, CA 92108	Environmental & Permitting	.01%	SB, SB-PW	CADGS
Yen Tu, 11074 Roxboro Road, San Diego, CA 92131	Public Outreach	.5%	ELBE, DBE, MBE, WBE	Caltrans
RNT Architects 845 15th Street, Suite 500, San Diego CA 92101	Architecture	.01%	SB, MBE	CADGS, CPUC

### List of Abbreviations:

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

## 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
Right of Way	238910	No	No	.01
Architectural Services	541310	No	No	.01
Landscape Architecture	541320	No	No	.01
Civil Engineering	541330	Yes	No	30
Drafting Services	541340	Yes	No	.01
Geotechnical Engineering	541360	No	No	.5
Surveying and Mapping	541370	Yes	No	.01
Environmental Documents & Permitting	541620	Yes	No	.01

USE ADDITIONAL FORMS AS NECESSARY

**LIST OF SERVICES MADE AVAILABLE**

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

ITEM OF SERVICE MADE AVAILABLE	NAICS CODE	PROPOSER NORMALLY PERFORMS ITEM (Y/N)	ITEM BROKEN DOWN TO FACILITATE PARTICIPATION (Y/N)	PERCENTAGE OF ESTIMATED FEE
Administrative Management and General Management Consulting Services	541611	No	No	.01
Advertising, Public Relations, and Related Services	541800	No	No	.5

**USE ADDITIONAL FORMS AS NECESSARY**

## SUMMARY OF SUBCONSULTANT PROPOSALS RECEIVED

Type of Services	NAICS CODES	Company Name	Selected (Y/N)	DBE	Non-DBE	Explanation for not Selecting
Architectural/Environmental Permitting/Admin Consulting	541310/541620 /541611	Hunter Pacific Group	N	X		Selected different MBE/DBE
Architectural	541310	PLATT/WHITELAW ARCHITECTS	N	X		Selected different MBE/DBE
Architectural/Landscape Architecture/Civil Engineering	541310/541320/541330	RNT Architects	Y	X		
Landscape Architecture	541320	SPURLOCK	N	X		Selected different MBE/DBE
Landscape Architecture	541320	KTUA	N		X	Selected different MBE/DBE
Landscape Architecture	541320	KDA LANDSCAPE ARCHITECTS	Y	X		
Civil Engineering	541330	River Focus	N	X		Selected different MBE/DBE
Civil Engineering	541330	Harris & Associates	Y		X	
Civil Engineering	541330	Libby Engineers	N	X		Selected different MBE/DBE
Civil Engineering	541330	Allied Geotechnical Engineers	Y	X		
Civil Engineering	541330	Artemis Environmental	Y		X	
Civil Engineering	541330	Blue Lake Civil	Y	X		
Civil Engineering	541330	C-Below	Y		X	
Civil Engineering	541330	Craftwater Engineering	Y	X		
Civil Engineering	541330	Cvaldo	Y		X	
Civil Engineering	541330	DMax	Y		X	
Civil Engineering	541330	O'Day Consultants	Y	X		

USE ADDITIONAL FORMS AS NECESSARY

## SUMMARY OF SUBCONSULTANT PROPOSALS RECEIVED

Type of Services	NAICS CODES	Company Name	Selected (Y/N)	DBE	Non-DBE	Explanation for not Selecting
Civil Engineering/Drafting	541330/541340	WEST COAST CIVIL	N	X		Selected different MBE/WBE
Civil Engineering/Drafting	541330/541340	Chen Ryan	Y	X		
Drafting	541340	Van Drafting LLC	N	X		Experience not applicable to scope
Geotechnical	541360	Helenschmidt Geotechnical, Inc.	N		X	Selected different MBE/WBE
Geotechnical/Environmental Permitting	541360/541620	Ninyo & Moore	N	X		Selected different MBE/WBE
Surveying	541370	O'Day Consultants	Y	X		
Surveying	541370	SAN DIEGUITO ENGINEERING	N	X		Selected different MBE/WBE
Surveying	541370	Paradigm Geospatial	N	X		Selected different MBE/WBE
Surveying	541370	Alta Land Surveying	N	X		Selected different MBE/WBE
Surveying	541370	BWE	N		X	Selected different MBE/WBE
Administrative Management and General Management Consulting Services	541611	Witriol Consulting LLC	N	X		Selected different Small Business
Administrative Management and General Management Consulting Services	541611	LaSalle Solutions	Y		X	
Civil Engineer/Environmental Permitting	541330/541620	T3 Group	N	X		Selected different MBE/WBE
Environmental Permitting	541620	CPM Partners	Y	X		
Environmental Permitting	541620	RECON Environmental	Y	X		
Environmental Permitting	541620	Torrey Pines Environmental	N		X	Selected different MBE/WBE
Environmental Permitting/Landscape Architecture	541320/541620	Great Ecology	N		X	Selected different MBE/WBE

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)
RAC Construction & Engineering, Inc.	5811 Barbarossa Ct, San Diego, CA 92115	CPUC	5/20/2024	Email	238910 ROW Acquisition	No
Costa Azul Contracting Group	1420 Kettner Blvd, Ste 100, San Diego, CA 92101	CPUC	5/20/2024	Email	238910 ROW Acquisition	No
<b>ADOLF SINGH</b>	1308 DESCANSO AVE, SAN MARCOS, CA 92069-1306	SBA Subnet	5/20/2024	Email	238910 ROW Acquisition	No
LIMITED ACCESS UNLIMITED INC	5220 ANNA AVE STE A, SAN DIEGO, CA 92110-4019	SBA Subnet	5/20/2024	Email	238910 ROW Acquisition	No
R.E. STAITE ENGINEERING, INC.	2145 E BELT ST, SAN DIEGO, CA 92113-2213	SBA Subnet	5/20/2024	Email	238910 ROW Acquisition	No
EL CAJON GRADING & ENGINEERING CO., INC.	13684 HIGHWAY 5 BUSINESS, LAKESIDE, CA 92040-5241	SBA Subnet	5/20/2024	Email	238910 ROW Acquisition	No
DOWNSTREAM SERVICES, INC.	2855 PROGRESS PL, ESCONDIDO, CA 92029-1516	SBA Subnet	5/20/2024	Email	238910 ROW Acquisition	No
EFR ENVIRONMENTAL SERVICES INC.	2806 ALPINE BLVD STE E, ALPINE, CA 91901-7801	SBA Subnet	5/20/2024	Email	238910 ROW Acquisition	No
RAP ENGINEERING	503 E MISSION ROAD, SAN MARCOS, CA 92069-1824	SBA Subnet	5/20/2024	Email	238910 ROW Acquisition	No
BONITA PIPELINE, INC.	140 N GLOVER AVE, CHULA VISTA, CA 91916-1010	SBA Subnet	5/20/2024	Email	238910 ROW Acquisition	No
ENVIROAPPLICATIONS INC	2631 CAMINO DEL RIO S, STE 214, SAN DIEGO, CA 92108-3829	SBA Subnet	5/20/2024	Email	238910 ROW Acquisition	No
WESTERN RIM CONSTRUCTORS, INC.	621 S ANDREASEN DR, ESCONDIDO, CA 92029-1912	SBA Subnet	5/20/2024	Email	238910 ROW Acquisition	No
MARCON ENGINEERING, INC	876 N BROADWAY, ESCONDIDO, CA 92025-1820	SBA Subnet	5/20/2024	Email	238910 ROW Acquisition	No
<b>A.B. HASHMI, INC</b>	13088 DEER CANYON CT, EL CAJON, CA 92020-1803	SBA Subnet	5/20/2024	Email	238910 ROW Acquisition	No
Banaga Construction, Inc	13307 Jonathan Park Lane, Poway, CA92064	Caltrans	5/20/2024	Email	238910 ROW Acquisition	No

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)
BEAR EXCAVATION	11508 Pinehurst Drive, Lakeside, C 92040	Caltrans	5/20/2024	Email	238910 ROW Acquisition	No
BERNAL BUILDERS, INC.	3343 DURANT ST, SAN DIEGO, CA92113	Caltrans	5/20/2024	Email	238910 ROW Acquisition	No
BRINO BUILDERS, INC.	1490 KOSTNER DRIVE, SAN DIEGO, CA92154	Caltrans	5/20/2024	Email	238910 ROW Acquisition	No
DBR INVESTMENTS INC	1120 Sycamore Avenue, Suite 2D, Vista, CA 92081	Caltrans	5/20/2024	Email	238910 ROW Acquisition	No
DE LA FUENTE CONSTRUCTION, INC.	3025 Beyer Blvd E Suite 101, San Diego, CA92154	Caltrans	5/20/2024	Email	238910 ROW Acquisition	No
South Coast Sweeping, Inc.	2332 TRAILS END, FALLBROOK, CA92028	Caltrans	5/20/2024	Email	238910 ROW Acquisition	No
UNITED GENERAL CONSTRUCTION, INC.	13440 WHITEWATER DR, POWAY, CA 92064	Caltrans	5/20/2024	Email	238910 ROW Acquisition	No
Aloha Construction Services, Inc.	40335 WINCHESTER ROAD #E152, TEMECULA, CA92591	Caltrans	5/20/2024	Email	238910 ROW Acquisition	No
Amerivet Contracting	1706 Hoover Ave, National City, CA91950	Caltrans	5/20/2024	Email	238910 ROW Acquisition	No
BRINO BUILDERS, INC.	1490 KOSTNER DRIVE, SAN DIEGO, CA92154	Caltrans	5/20/2024	Email	238910 ROW Acquisition	No
Bayside Engineering Construction Inc.	2534 State St, Suite 201, San Diego, CA92101	Caltrans	5/20/2024	Email	238910 ROW Acquisition	No
GMH ASSOCIATES, INC	4180 BONITA RD STE 207 BONITA, CA 91902-1340	SBA Subnet	5/20/2024	Email	541310 Architecture	No
HUNTER PACIFIC GROUP	2742 LANING RD SAN DIEGO, CA 92106-6430	SBA Subnet	5/20/2024	Email	541310 Architecture	Yes
ARCHITECTS MOSHER DREW	1775 HANCOCK ST STE 150	SBA Subnet	5/20/2024	Email	541310 Architecture	No
SQUID WORKS, INC.	4180 LA JOLLA VILLAGE DR STE 270	SBA Subnet	5/20/2024	Email	541310 Architecture	No

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)
PLATT WHITE LAW ARCHITECTS, INC	2251 SAN DIEGO AVE STE B250 SAN DIEGO, CA 92116-2986	SBA Subnet	5/20/2024	Email	541310 Architectural	Yes
BSE ENGINEERING, INC	9500 BUSINESSPARK AVE STE 104 SAN DIEGO, CA 92131-1120	SBA Subnet	5/20/2024	Email	541310 Architectural	No
KMA ARCHITECTURE & ENGINEERING	2710 HISTORIC DECATUR RD, STE 101, SAN DIEGO, CA 92106-6006	SBA Subnet	5/20/2024	Email	541310 Architectural	No
SILLMAN WRIGHT ARCHITECTS	7515 METROPOLITAN DR STE 400 SAN DIEGO, CA 92126-4103	SBA Subnet	5/20/2024	Email	541310 Architectural	No
CASS SOWATSKY CONSULTING ARCHITECTS	3569 5TH AVE SAN DIEGO, CA 92103-6015	SBA Subnet	5/20/2024	Email	541310 Architectural	No
VASQUEZ MARSHALL ARCHITECTS	13220 EVENING CREEK DR S SAN DIEGO, CA 92128-4103	SBA Subnet	5/20/2024	Email	541310 Architectural	No
R & S TAVARES ASSOCIATES, INC	11530 W BERNARDO CT STE 100 SAN DIEGO, CA 92127-1634	SBA Subnet	5/20/2024	Email	541310 Architectural	No
ACI ARCHITECTURAL CONCEPTS INC.	3958 1ST AVE SAN DIEGO, CA 92103-3016	SBA Subnet	5/20/2024	Email	541310 Architectural	No
TUCKER SADLER ARCHITECTS, INC	1620 Fifth Avenue, Suite 200, San Diego, CA 92101	Caltrans	5/20/2024	Email	541310 Architectural	No
A2 STUDIOS, INC	7851 University Ave, #207, La Mesa, CA 91942	Caltrans	5/20/2024	Email	541310 Architectural	No
CityWorks People + Places, Inc.	1526 INDIA STREET, UNIT E, San Diego, CA 92101	Caltrans	5/20/2024	Email	541310 Architectural	No
Clark Architects, Inc.	28107 Evening Star Dr, Menifee, CA 92585	Caltrans	5/20/2024	Email	541310 Architectural	No
Mour Group Engineering + Design	6593 Riverdale Street, San Diego, CA 92120	Caltrans	5/20/2024	Email	541310 Architectural	No
CityWorks People + Places, Inc.	1526 INDIA STREET, UNIT E, San Diego, CA 92101	CPUC	5/20/2024	Email	541310 Architectural	No
Baker Architects, Inc.	4080 Centre Street, Suite 203, San Diego, CA 92103	CPUC	5/20/2024	Email	541310 Architectural	No

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)
Krenek Design Group Architectural Corporation	6520 Nancy Ridge Drive, San Diego, CA 92121	CPUC	5/20/2024	Email	541310 Architectural	No
Richard Yen & Associates Architects & Planners, Inc.	4747 Morena Boulevard, Suite 101, San Diego, CA 92117	CPUC	5/20/2024	Email	541310 Architectural	No
Roessling Nakamura Terada Architects Inc	363 Fifth Ave Ste 202, San Diego, CA 92101	CPUC	5/20/2024	Email	541310 Architectural	Yes
Safdie Rabines Architects	925 Fort Stockton Drive, San Diego, CA 92103	CPUC	5/20/2024	Email	541310 Architectural	No
Vasquez Marshall Architects	13220 Evening Creek Dr #117, San Diego, CA 92128	CPUC	5/20/2024	Email	541310 Architectural	No
DeLorenzo International, Inc.	8654 Murphy Canyon Rd., Suite 0208, San Diego, CA 92123	CPUC	5/17/2024	Phone Call/VM	541320 Landscape Architecture	No
KDA LANDSCAPE ARCHITECTS	325 7th Avenue Unit 214, San Diego, CA 92101	SBA Subnet	5/20/2024	Email	541320 Landscape Architecture	No
<b>KTU&amp;A</b>	3816 NORMAL ST SAN DIEGO, CA 92103-3413	SBA Subnet	5/20/2024	Email	541320 Landscape Architecture	Yes
GREAT ECOLOGY & ENVIRONMENTS, INC.	2251 SAN DIEGO AVE STE A218	SBA Subnet	5/20/2024	Email	541320 Landscape Architecture	No
MCDULLOUGH LANDSCAPE ARCHITECTURE, INC.	3605 FIFTH AVE STE B	SBA Subnet	5/20/2024	Email	541320 Landscape Architecture	No
VAN DYKE LANDSCAPE ARCHITECTS, INC	482 STEVENS AVE STE 107 SOLANA BEACH, CA 92075-2065	SBA Subnet	5/20/2024	Email	541320 Landscape Architecture	No
CASS SOWATSKY CONSULTING ARCHITECTS	3569 5TH AVE SAN DIEGO, CA 92103-8015	SBA Subnet	5/20/2024	Email	541320 Landscape Architecture	No
DAVY ARCHITECTURE, INC.	1053 10TH AVE SAN DIEGO, CA 92101-5507	SBA Subnet	5/20/2024	Email	541320 Landscape Architecture	No
SPURLOCK LANDSCAPE ARCHITECTS	2122 HANCOCK ST SAN DIEGO, CA 92110-2011	SBA Subnet	5/20/2024	Email	541320 Landscape Architecture	Yes
ACCENT ENGINEERING & CONSTRUCTION INC	140 N ESCONDIDO BLVD ESCONDIDO, CA 92025-2610	SBA Subnet	5/20/2024	Email	541320 Landscape Architecture	No

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Contractor Name	Contractor Address	How Located	Date of Contact	Contact Method	Service Description	Response (Yes/No)
ATTENTION LANDSCAPE ARCHITECTURE	1545 KETTNER BLVD. SAN DIEGO, CA 92101-2439	SBA Subnet	5/20/24	Email	541320 Landscape Architecture	No
<b>MAULL PATRICK</b>	5906 LAUDER ST SAN DIEGO, CA 92139-3141	SBA Subnet	5/20/24	Email	541320 Landscape Architecture	No
BIRDS EYE AERIAL DRONES LLC	6015 SARITA ST LA MESA, CA 91942-3117	SBA Subnet	5/20/24	Email	541320 Landscape Architecture	No
ONYX OF ALEXANDRIA, INC	2550 5TH AVE STE 806 SAN DIEGO, CA 92103-6624	SBA Subnet	5/20/24	Email	541320 Landscape Architecture	No
CHEN RYAN ASSOCIATES, INC.	3500 5TH AVE STE 310, SAN DIEGO, CA 92103-3138	SBA Subnet	5/20/24	Email	541330 Civil Engineering	Yes
LA SALLE SOLUTIONS LLC	900 F STREET STE, SUITE 126, SAN DIEGO, CA 9214564	SBA Subnet	5/20/24	Email	541330 Civil Engineering	Yes
CRAFTWATER ENGINEERING, INC.	11026 CAMINITO VISTA PACIFICA, SAN DIEGO, CA 92131-	SBA Subnet	5/20/24	Email	541330 Civil Engineering	Yes
FISCHER CUSTOM COMMUNICATIONS, INC	7820 ARJONS DR. STE C, SAN DIEGO, CA 92128-6501	SBA Subnet	5/20/24	Email	541330 Civil Engineering	No
BLUE NOSE IT SOLUTIONS, INC	8242 LIGHTWAVE AVE STE 120, SAN DIEGO, CA 92123-0402	SBA Subnet	5/20/24	Email	541330 Civil Engineering	No
<b>AMICITIA</b>	1668 NEWTON AVE, SAN DIEGO, CA 92113-1013	SBA Subnet	5/20/24	Email	541330 Civil Engineering	No
<b>FOMS INC</b>	10606 ROSELLE STR STE 100, SAN DIEGO, CA 92121-1553	SBA Subnet	5/20/24	Email	541330 Civil Engineering	No
RIZZA ENGINEERING, INC.	12320 STOWE DR STE C, POWAY, CA 92064-8832	SBA Subnet	5/20/24	Email	541330 Civil Engineering	No
HELENSCHMIDT GEOTECHNICAL, INC.	6591 SEA LION PLACE, SUITE 102, CARLSBAD, CA 92010-4522	SBA Subnet	5/20/24	Email	541330 Civil Engineering	Yes
WEST POINT CONTRACTORS INC	434 W CEDAR ST, #500, SAN DIEGO, CA 92101-2804	SBA Subnet	5/20/24	Email	541330 Civil Engineering	No
PARK-TOURS, INC.	810 S ESCONDIDO BLVD, ESCONDIDO, CA 92025-5006	SBA Subnet	5/20/24	Email	541330 Civil Engineering	No

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Contractor Name	Contractor Address	How Located	Date of Contact	Contact Method	Service Description	Response (Yes/No)
SPECS CIVIL SOLUTIONS, INC.	5430 VIA ALCAZAR, SAN DIEGO, CA 92111-4609	SBA Subnet	5/20/24	Email	541330 Civil Engineering	No
Ekolojik, Inc.	6422 Stanley Ave, San Diego, CA 92115	Caltrans	5/20/24	Email	541330 Civil Engineering	No
Trinity Geotechnical Engineering, Inc.	13230 EVENING CREEK DR., SUITE 206, SAN DIEGO, CA 92128	Caltrans	5/20/24	Email	541330 Civil Engineering	No
Beyaz & Patel, Inc.	10920 Via Frontera, Suite 210, San Diego, CA 92127	Caltrans	5/20/24	Email	541330 Civil Engineering	No
Blue Lake Civil	5480 Baltimore Drive, Suite 216, La Mesa, CA 91942	Caltrans	5/20/24	Email	541330 Civil Engineering	Yes
AQUARIO ENGINEERING LLC	5857 ESTELLE ST, SAN DIEGO, CA 92115	Caltrans	5/20/24	Email	541330 Civil Engineering	No
Indigo Civil Engineering, Inc.	1902 Wright Pl, Suite 200, Carlsbad, CA 92008	Caltrans	5/20/24	Email	541330 Civil Engineering	No
JADE Consultants	5280 Maryland Ave, Suite 100-06, La Mesa, CA 91942	Caltrans	5/20/24	Email	541330 Civil Engineering	No
MC2 ENGINEERING AND SURVEYING SOLUTIONS	38 W. FOURTH ST., CALEXICO, CA 92231	Caltrans	5/20/24	Email	541330 Civil Engineering	No
Allied Geotechnical Engineers, Inc.	9500 CUYAMACA ST., STE 102SANTEECA 92071	Caltrans	5/20/24	Email	541330 Civil Engineering	Yes
River Focus, Inc.	4630 Miramonte St, LA MESA, CA 91941	Caltrans	5/20/24	Email	541330 Civil Engineering	Yes
Ross Engineering Group, Inc	6354 CAMINO CORTO, SAN DIEGO, CA 92120	Caltrans	5/20/24	Email	541330 Civil Engineering	No
RT Engineering & Associates, Inc	1901 1ST AVE, SUITE 217, SAN DIEGO, CA 92101	Caltrans	5/20/24	Email	541330 Civil Engineering	No
Argo Performance, Ltd.	12636 High Bluff Dr Suite 400, San Diego, CA 92130	CPUC	5/20/24	Email	541330 Civil Engineering	No
CJ Roberts Inc	10515 Blue Granite Drive, San Diego, CA 92127	CPUC	5/20/24	Email	541330 Civil Engineering	No

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Contractor Name	Contractor Address	How Located	Date of Contact	Contact Method	Service Description	Response (Yes/No)
<b>Conekt2, Inc.</b>	8340 Juniper Creek Lane, San Diego, CA 92126	CPUC	5/20/24	Email	541330 Civil Engineering	No
Kettler Leweck Engineering	1620 Fifth Ave, Suite 675, San Diego, CA 92101	CPUC	5/20/24	Email	541330 Civil Engineering	No
Libby Engineers, Inc.	4452 Glacier Ave, San Diego, CA 92120	CPUC	5/20/24	Email	541330 Civil Engineering	Yes
OMICRONVIS LLC	8126 Madra Ave, SAN DIEGO, CA 92120	CPUC	5/20/24	Email	541330 Civil Engineering	No
PAT V. MACK, INC.	2205 HISTORIC DECATUR ROAD, SUITE 108, SAN DIEGO, CA 92108	CPUC	5/20/24	Email	541330 Civil Engineering	No
Pride Resource Partners, LLC	4499 Ruffin Rd, Suite 250, San Diego, CA 92123	CPUC	5/20/24	Email	541330 Civil Engineering	No
Prince Consulting	4958 Corle Playa Palmeta, San Diego, CA 92124	CPUC	5/20/24	Email	541330 Civil Engineering	No
Solved Engineering Inc.	1223 Cleveland Ave, Suite 200, San Diego, CA 92103	CPUC	5/20/24	Email	541330 Civil Engineering	No
West Coast Civil, Inc.	9740 Appaloosa Road, Suite 200, San Diego, CA 92131	CPUC	5/20/24	Email	541330 Civil Engineering	Yes
<b>Worksters, Inc.</b>	350 Tenth Avenue, Suite 1000, San Diego, CA 92101	CPUC	5/20/24	Email	541330 Civil Engineering	No
NOVA ENGINEERING, INC.	4373 VIEWRIDGE AVE STE B SAN DIEGO, CA 92123-1805	SBA Subnet	5/20/24	Email	541340 Drafting Services	No
CDS ARCHITECTS INC	13280 EVENING CREEK DR S SAN DIEGO, CA 92128-4101	SBA Subnet	5/20/24	Email	541340 Drafting Services	No
PROTEUS CONSULTING	4087 ALABAMA ST SAN DIEGO, CA 92104-6026	SBA Subnet	5/20/24	Email	541340 Drafting Services	Yes
CSIC CORPORATION	15958 BERNARDO CENTER DR SAN DIEGO, CA 92128-1028	SBA Subnet	5/20/24	Email	541340 Drafting Services	No
<b>PANGIS, INC.</b>	6983 EL CAMINO REAL STE B CARLSBAM SubnetID, CA 92099-1907	SBA Subnet	5/20/24	Email	541340 Drafting Services	Yes

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Contractor Name	Contractor Address	How Located	Date of Contact	Contact Method	Service Description	Response (Yes/No)
CASS SOWATSKY CONSULTING ARCHITECTS	3589 5TH AVE SAN DIEGO, CA 92103-5015	SBA Subnet	5/20/2024	Email	541340 Drafting Services	No
ACME SAFETY AND SUPPLY CORPORATION	11478 WOODSIDE AVE N SANTEE, CA 92071-4727	SBA Subnet	5/20/2024	Email	541340 Drafting Services	No
ANALYSIS MODELING AND PROGRAMMING SCIENCES, INC.	13935 BERNADOTTE LN POWAY, CA 92084-4818	SBA Subnet	5/20/2024	Email	541340 Drafting Services	No
AUNAUTIC TECHNOLOGIES	148 E 30TH ST STE 102	SBA Subnet	5/20/2024	Email	541340 Drafting Services	No
NPD ASSOCIATES, INC	4275 EXECUTIVE SQ STE 200 LA JOLLA, CA 92037-1476	SBA Subnet	5/20/2024	Email	541340 Drafting Services	No
ROSS ENGINEERING GROUP INC	6354 CAMINO CORTO SAN DIEGO, CA 92120-3108	SBA Subnet	5/20/2024	Email	541340 Drafting Services	No
KETTLER LEWECK ENGINEERING	1620 5TH AVE STE 676, San Diego, CA 92101	SBA Subnet	5/20/2024	Email	541340 Drafting Services	No
Chen Ryan Associates, Inc.	3900 Fifth Ave, Suite 310, San Diego, CA 92103	Caltrans	5/20/2024	Email	541340 Drafting Services	Yes
Enroad Engineering, Inc.	12680 Elisa Lane, 222, San Diego, CA 92128	Caltrans	5/20/2024	Email	541340 Drafting Services	No
Ross Engineering Group, Inc	6354 CAMINO CORTO SAN DIEGO, CA 92120-3108	CPUC	5/20/2024	Email	541340 Drafting Services	No
Van Drafting LLC	2003 2nd Ave, San Diego, CA 92101	CPUC	5/20/2024	Email	541340 Drafting Services	Yes
A J Surveying, Inc.	10957 Canis Lane, San Diego, CA 92126	CPUC	5/20/2024	Phone Call/VM	541360 Geotechnical	No
Ninyo & Moore	5710 Ruffin Road, San Diego, CA 92123	CPUC	5/20/2024	Email	541360 Geotechnical	Yes
Shier Aviation Corporation	3753 John J Montgomery Dr Ste 2, San Diego, CA 92123	CPUC	5/20/2024	Phone Call/VM	541360 Geotechnical	No
COASTAL ENVIRONMENTS INC	2166 AVENIDA DE LA PLAYA STE E LA JOLLA, CA 92037-3239	SBA Subnet	5/20/2024	Email	541360 Geotechnical	No

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Contractor Name	Contractor Address	How Located	Date of Contact	Contact Method	Service Description	Response (Yes/No)
GREAT ECOLOGY & ENVIRONMENTS, INC.	2251 SAN DIEGO AVE STE A218	SBA Subnet	5/20/2024	Email	541360 Geotechnical	Yes
ECOSYSTEMS MANAGEMENT ASSOCIATES, INC	2188 AVENIDA DE LA PLAYA STE E LA JOLLA, CA 92037-8238	SBA Subnet	5/20/2024	Email	541360 Geotechnical	No
SUBSURFACE SURVEYS & ASSOCIATES, INC.	2075 CORTE DEL NOGAL STE W	SBA Subnet	5/20/2024	Email	541360 Geotechnical	No
INDEPTH CORP	10954 VIA FRONTERA SAN DIEGO, CA 92127-1704	SBA Subnet	5/20/2024	Email	541360 Geotechnical	No
ENVIROAPPLICATIONS INC	2831 CAMINO DEL RIO S STE 214	SBA Subnet	5/20/2024	Email	541360 Geotechnical	No
AIRX UTILITY SURVEYORS, INC.	785 E MISSION RD # 100, SAN MARCOS, CA 92069-1903	SBA Subnet	5/20/2024	Email	541360 Geotechnical	No
SPATIAL PERSPECTIVE GROUP LLC	8717 MACAWA AVE SAN DIEGO, CA 92123-2920	SBA Subnet	5/20/2024	Email	541360 Geotechnical	No
GIS SURVEYORS, INC.	12120 TECH CENTER DR STE D	SBA Subnet	5/20/2024	Email	541360 Geotechnical	No
MUCHO GUSTO LLC	2001 LAS PALMAS DR STE F CARLSBAM SubnetID, CA 92011-1551	SBA Subnet	5/20/2024	Email	541360 Geotechnical	No
SCIFLY, LLC	24948 THUNDER MOUNTAIN RD RAMONA, CA 92085-6103	SBA Subnet	5/20/2024	Email	541360 Geotechnical	No
EVARI GIS CONSULTING, INC.	3947 UNIVERSITY AVE STE 201, SAN DIEGO, CA 92104-3058	SBA Subnet	5/20/2024	Email	541360 Geotechnical	No
Aguirre Engineering Inc.	8363 CENTER DRIVE, SUITE 5A, LA MESA, CA 91942	Caltrans	5/20/2024	Email	541360 Geotechnical	No
O'Day Consultants	2710 Loker Ave, Ste 100, Carlsbad, CA 92010	Professional Referral	5/20/2024	Email	541370 Surveying	Yes
Paradigm Geospatial Inc.	11316 Rancho Bernardo Rd., Suite 130, San Diego, CA 92127	CPUC	5/20/2024	Email	541370 Surveying	Yes
Quartic Solutions LLC	1427 Chalcedony St., San Diego, CA 92109	CPUC	5/20/2024	Email	541370 Surveying	No

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Contractor Name	Contractor Address	How Located	Date of Contact	Contact Method	Service Description	Response (Yes/No)
Torrey Pines Environmental	4186 San Miguel Ave, San Diego, CA 92113	CPUC	5/20/2024	Email	541370 Surveying	Yes
ONYX OF ALEXANDRIA, INC	2550 5TH AVE STE 605 SAN DIEGO, CA 92103-6624	SBA Subnet	5/20/2024	Email	541370 Surveying	No
KTU&A	3916 NORMAL ST SAN DIEGO, CA 92103-3413	SBA Subnet	5/20/2024	Email	541370 Surveying	No
TIERRA DATA INC	10110 W LILAC RD ESCONDIDO, CA 92026-5309	SBA Subnet	5/20/2024	Email	541370 Surveying	No
GEOMORPH INFORMATION SYSTEMS, LLC	17050 ROBLE WAY SAN DIEGO, CA 92128-2381	SBA Subnet	5/20/2024	Email	541370 Surveying	No
HERITAGE ARCHITECTURE & PLANNING	832 5TH AVE STE 4, SAN DIEGO, CA 92101-6132	SBA Subnet	5/20/2024	Email	541370 Surveying	No
THE BODHI GROUP, INC	5480 Baltimore Dr, La Mesa, CA 91942	SBA Subnet	5/20/2024	Email	541370 Surveying	No
INDEPTH CORP	10954 VIA FRONTERA SAN DIEGO, CA 92127-1704	SBA Subnet	5/20/2024	Email	541370 Surveying	No
LATITUDE 33 - PLANNING AND ENGINEERING	10731 TREENA ST SAN DIEGO, CA 92131-1008	SBA Subnet	5/20/2024	Email	541370 Surveying	No
NOVA ENGINEERING, INC.	4373 VIEWBRIDGE AVE STE B SAN DIEGO, CA 92123-1808	SBA Subnet	5/20/2024	Email	541370 Surveying	No
BWE, INC.	9449 BALBOA AVE STE 270	SBA Subnet	5/20/2024	Email	541370 Surveying	Yes
WCG LLC	12621 PEACHWOOD CT POWAY, CA 92084-6460	SBA Subnet	5/20/2024	Email	541370 Surveying	No
ALYSON CORP	1233 AVENIDA NARANJA RAMONA, CA 92085-1357	SBA Subnet	5/20/2024	Email	541370 Surveying	No
SRK Engineering	2615 Auto Park Way, #105, Escondido, CA 92029	Caltrans	5/20/2024	Email	541370 Surveying	No
ACCULINE SURVEY, INC	1919 GRAND AVE., SUITE 1G, SAN DIEGO, CA 92109	Caltrans	5/20/2024	Email	541370 Surveying	No

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Contractor Name	Contractor Address	How Located	Date of Contact	Contact Method	Service Description	Response (Yes/No)
Aguirre Engineering Inc.	8363 CENTER DRIVE, SUITE 5A, LA MESA, CA 91942	Caltrans	5/20/2024	Email	541370 Surveying	No
ALTA LAND SURVEYING, INC	9517 GROSSMONT SUMMIT DRIVE, LA MESA, CA 91941	Caltrans	5/20/2024	Email	541370 Surveying	Yes
ALYSON Corporation	1233 Avenida Naranja, Ramona, CA 92065	Caltrans	5/20/2024	Email	541370 Surveying	No
Beggen Land Surveying & Mapping, Inc. dba/Beggen & Assoc	9046 CORNERSTONE COURT WEST, #116, SAN DIEGO, CA 92121	Caltrans	5/20/2024	Email	541370 Surveying	No
MC2 ENGINEERING AND SURVEYING SOLUTIONS	38 W. FOURTH ST., CALEXICO, CA 92231	Caltrans	5/20/2024	Email	541370 Surveying	No
SAN DIEGUITO ENGINEERING, INC	1911 Palomar Oaks Way, Suite 200, Carlsbad, CA 92008	Caltrans	5/20/2024	Email	541370 Surveying	Yes
RECON ENVIRONMENTAL, INC.	3111 CAMINO DEL RIO N STE 800, SAN DIEGO, CA 92106-6729	SBA Subnet	5/20/2024	Email	541620 Environmental Documents & Permitting	Yes
MERKEL & ASSOCIATES, INC.	5434 RUFFIN RD SAN DIEGO, CA 92129-1313	SBA Subnet	5/20/2024	Email	541620 Environmental Documents & Permitting	No
HUNTER PACIFIC GROUP	2742 LANING RD SAN DIEGO, CA 92106-6430	SBA Subnet	5/20/2024	Email	541620 Environmental Documents & Permitting	Yes
COASTAL ENVIRONMENTS INC	2186 AVENIDA DE LA PLAYA STE E LA JOLLA, CA 92037-3239	SBA Subnet	5/20/2024	Email	541620 Environmental Documents & Permitting	No
MARINE TAXONOMIC SERVICES, LIMITED	920 RANCHEROS DR STE F1 SAN MARCOS, CA 92069-3057	SBA Subnet	5/20/2024	Email	541620 Environmental Documents & Permitting	No
CLAUSS CONSTRUCTION	9911 MAINE AVE LAKESIDE, CA 92040-3107	SBA Subnet	5/20/2024	Email	541620 Environmental Documents & Permitting	No
ECT ENVIRONMENTAL INC	7867 CONVOY CT STE 307 SAN DIEGO, CA 92111-1214	SBA Subnet	5/20/2024	Email	541620 Environmental Documents & Permitting	No
AURORA INDUSTRIAL HYGIENE	9666 BUSINESS PARK AVE STE 102	SBA Subnet	5/20/2024	Email	541620 Environmental Documents & Permitting	No
IO ENVIRONMENTAL AND INFRASTRUCTURE INCORPORATE	2840 ADAMS AVE STE 301 SAN DIEGO, CA 92116-1405	SBA Subnet	5/20/2024	Email	541620 Environmental Documents & Permitting	No

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Contractor Name	Contractor Address	How Located	Date of Contact	Contact Method	Service Description	Response (Yes/No)
ADVANTECH GS ENTERPRISES, INC.	8930 VILLA LA JOLLA DR STE A109, LA JOLLA, CA 92037-1706	SBA Subnet	5/20/2024	Email	541620 Environmental Documents & Permitting	No
COASTAL MONITORING ASSOCIATES LLC	4741 ORCHARD AVE SAN DIEGO, CA 92107-3534	SBA Subnet	5/20/2024	Email	541620 Environmental Documents & Permitting	No
PROTEUS CONSULTING	4087 ALABAMA ST SAN DIEGO, CA 92104-6026	SBA Subnet	5/20/2024	Email	541620 Environmental Documents & Permitting	Yes
DATUM ENVIRONMENTAL CONSULTING, INC.	7029 FERN PL, CARLSBAD, CA 92011	Caltrans	5/20/2024	Email	541620 Environmental Documents & Permitting	No
Ekolojik, Inc.	6422 Stanley Ave, San Diego, CA 92115	Caltrans	5/20/2024	Email	541620 Environmental Documents & Permitting	No
Indigo Civil Engineering, Inc.	1902 Wright Pl, Suite 200, Carlsbad, CA 92008	Caltrans	5/20/2024	Email	541620 Environmental Documents & Permitting	No
INTEGRATED ECOSYSTEMS CONSULTING LLC	4445 Eastgate Mall Suite 200, San Diego, CA 92121	Caltrans	5/20/2024	Email	541620 Environmental Documents & Permitting	No
JADE Consultants	5280 Maryland Ave, Suite 100-05, La Mesa, CA 91942	Caltrans	5/20/2024	Email	541620 Environmental Documents & Permitting	No
Nomad Biological, LLC	3547 Starboard Circle, Oceanside, CA 92054	Caltrans	5/20/2024	Email	541620 Environmental Documents & Permitting	No
Reign Source	21913 Long Trot Dr, Escondido, CA 92029	Caltrans	5/20/2024	Email	541620 Environmental Documents & Permitting	No
T3 Group, Inc.	9655 Granite Ridge Drive, Suite 200, San Diego, CA 92123	Caltrans	5/20/2024	Email	541620 Environmental Documents & Permitting	Yes
Global Environmental Permitting, Inc	16885 West Bernardo Drive, Suite 105, San Diego, CA 92127	CPUC	5/20/2024	Email	541620 Environmental Documents & Permitting	No
Ekolojik, Inc.	6422 Stanley Ave, San Diego, CA, 92115	CPUC	5/20/2024	Email	541620 Environmental Documents & Permitting	No
TTG Environmental & Associates, Corp.	7922 Mission Manzanita Plaza, SAN DIEGO, CA 92120	CPUC	5/20/2024	Email	541620 Environmental Documents & Permitting	No
NWB Environmental Services, LLC	3033 5th Ave, Suite 210, San Diego, CA 92103	CPUC	5/20/2024	Email	541620 Environmental Documents & Permitting	No

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Merkel & Associates, Inc.	5434 Ruffin Road, San Diego, CA92123	CPUC	5/20/2024	Email	541620 Environmental Documents & Permitting	No
Loveless Linton, Inc.	1421 W. Lewis St, San Diego, CA92103	CPUC	5/20/2024	Email	541620 Environmental Documents & Permitting	No
Ninyo & Moore	475 Goddard # 200, Irvine, CA 92618	CPUC	5/20/2024	Email	541620 Environmental Documents & Permitting	Yes
Aquario Engineering LLC	5857 Estelle St, San Diego, CA 92115	CPUC	5/20/2024	Email	541620 Environmental Documents & Permitting	No
C-Core Ecological Consulting	4555 44th St, San Diego, CA92115	CPUC	5/20/2024	Email	541620 Environmental Documents & Permitting	No
Christine L. Harvey	11180 Portobelo Dr, San Diego, CA92124	CPUC	5/20/2024	Email	541620 Environmental Documents & Permitting	No
Dehoney Consulting LLC	914 Candlelight Pl, San Diego, CA92037	CPUC	5/20/2024	Email	541620 Environmental Documents & Permitting	No
CPM PARTNERS, INC.	595 ENCINITAS BLVD., SUITE 114, ENCINITAS, CA92024	Professional Referral	5/20/2024	Email	541620 Environmental Documents & Permitting	Yes
Yadey Group LLC	645 Front Street #314, San Diego, CA 92101	CPUC	5/20/2024	Email	541611 Admin/Consulting Services	No
Accountability Pays Inc.	3312 Goldsmith St, San Diego, CA 92106	CPUC	5/20/2024	Email	541611 Admin/Consulting Services	No
Agenda Setting, LLC	2815 Camino del Rio S Suite 126, Ste 2, San Diego, CA 92108	CPUC	5/20/2024	Email	541611 Admin/Consulting Services	No
Alliant Consulting, Inc.	2815 Camino del Rio S Suite 126, Ste 2, San Diego, CA 92108	CPUC	5/20/2024	Email	541611 Admin/Consulting Services	No
Caroline Bartolome	2750 Grand Avenue, Unit A, San Diego, CA 92109	CPUC	5/20/2024	Email	541611 Admin/Consulting Services	No
Dovetail Partners Consulting Group	14252 Mediatrix Lane, San Diego, CA 92129	CPUC	5/20/2024	Email	541611 Admin/Consulting Services	No
Hunter Pacific Group	160 W. Island Avenue, San Diego, CA 92101	CPUC	5/20/2024	Email	541611 Admin/Consulting Services	Yes

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)
KDPM CONSULTING INC	13366 Russet Leaf Lane, San Diego, CA 92129	CPUC	5/20/2024	Email	541611 Admin/Consulting Services	No
Petteway Management Group, LLC	501 W. Broadway, Suite 600, San Diego, CA 92101	CPUC	5/20/2024	Email	541611 Admin/Consulting Services	No
Prestige Analytics, Inc.	7548 Hawks Peak Way, SAN DIEGO, CA 92126	CPUC	5/20/2024	Email	541611 Admin/Consulting Services	No
Pride Resource Partners, LLC	4499 Ruffin Rd, Suite 250, San Diego, CA 92123	CPUC	5/20/2024	Email	541611 Admin/Consulting Services	No
Witriol Consulting LLC	11076 Jenicho Way, San Diego, CA 92129	CPUC	5/20/2024	Email	541611 Admin/Consulting Services	Yes
Rosanna M Lacarra	820 EARTH DRIVE, VISTA, CA 92083	Caltrans	5/20/2024	Email	541611 Admin/Consulting Services	No
OMNI2MAX, INC.	7777 ALVARADO RD, SUITE 616, LA MESA, CA91942	Caltrans	5/20/2024	Email	541611 Admin/Consulting Services	No
Positraction, Inc.	7533 DRAPER AVE, LA JOLLA, CA 92037	Caltrans	5/20/2024	Email	541611 Admin/Consulting Services	No
Stormie Petoscla dba SR Consulting	9217 Samantha Court, San Diego, CA92129	Caltrans	5/20/2024	Email	541611 Admin/Consulting Services	No
Stormwater Essentials	4490 Copeland Ave, San Diego, CA 92116	Caltrans	5/20/2024	Email	541611 Admin/Consulting Services	No
Susan Hafner, Multimodal Solutions	7304 Eads Avenue La Jolla, CA92037	Caltrans	5/20/2024	Email	541611 Admin/Consulting Services	No
Sutra Research	2801 B Street, SAN DIEGO, CA 92102	Caltrans	5/20/2024	Email	541611 Admin/Consulting Services	No
VASTEK, INC.	1230 COLUMBIA STREET, #1180 SAN DIEGO, CA92101	Caltrans	5/20/2024	Email	541611 Admin/Consulting Services	No
Vizkeleti Consulting	4665 Marcia Lane, El Cajon, CA92020	Caltrans	5/20/2024	Email	541611 Admin/Consulting Services	No
RED TAIL ENVIRONMENTAL	25 EPIE HILL ROAD, Santa Ysabel, CA 92070	Caltrans	5/20/2024	Email	541611 Admin/Consulting Services	No

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)
Zicali Inc	18835 West Bernardo Drive, Suite 135, San Diego, CA 92127	Caltrans	5/20/2024	Email	541611 Admin/Consulting Services	No
T3 Group, Inc.	9555 Granite Ridge Drive, Suite 200, San Diego, CA 92123	Caltrans	5/20/2024	Email	541611 Admin/Consulting Services	No
LA SALLE SOLUTIONS LLC	900 F STREET STE, SUITE 128, SAN DIEGO, CA 921-6564	SBA Subnet	5/20/2024	Email	541611 Admin/Consulting Services	Yes
ASG SOLUTIONS CORPORATION	3990 OLD TOWN AVE STE B107, SAN DIEGO, CA 92110-2606	SBA Subnet	5/20/2024	Email	541611 Admin/Consulting Services	No
STRAUB CONSTRUCTION, INC.	706 LA TERRAZA BLVD STE 110 ESCONDIDO, CA 92029-0967	SBA Subnet	5/20/2024	Email	541611 Admin/Consulting Services	No
VEBS, INC.	533 S VINEWOOD ST ESCONDIDO, CA 92029-1824	SBA Subnet	5/20/2024	Email	541611 Admin/Consulting Services	No
INTERNATIONAL FINANCIAL CONSULTING, INC.	5468 SOLEDAD RD LA JOLLA, CA 92037-7042	SBA Subnet	5/20/2024	Email	541611 Admin/Consulting Services	No
CSG VISUAL COMMUNICATION, INC.	10755 SCRIPPS POWAY HWY STE 522 SAN DIEGO, CA 92131-3924	SBA Subnet	5/20/2024	Email	541611 Admin/Consulting Services	No
REYCOR INC	4859 MERCURY ST STE 111 SAN DIEGO, CA 92111-2128	SBA Subnet	5/20/2024	Email	541611 Admin/Consulting Services	No
T3W BUSINESS SOLUTIONS, INC.	3821 AMPUDIA ST SAN DIEGO, CA 92110-2813	SBA Subnet	5/20/2024	Email	541611 Admin/Consulting Services	No
ADEPT PROCESS SERVICES, INC.	609 ANITA ST CHULA VISTA, CA 91911-4619	SBA Subnet	5/20/2024	Email	541611 Admin/Consulting Services	No
MAGPIE ENTERPRISES, INC.	1505 CLEVELAND AVE NATIONAL CITY, CA 91950-4210	SBA Subnet	5/20/2024	Email	541611 Admin/Consulting Services	No
AMARATEK	10441 ROSELLE ST STE A, SAN DIEGO, CA 92121-1548	SBA Subnet	5/20/2024	Email	541611 Admin/Consulting Services	No
HUNTER PACIFIC GROUP	2742 LANING RD SAN DIEGO, CA 92106-6430	SBA Subnet	5/20/2024	Email	541611 Admin/Consulting Services	Yes
Yen Tu	11074 Roxboro Road, San Diego, CA 92131	Professional Referral	5/20/2024	Email	541820 Public Outreach	Yes

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)
Agenda Setting, LLC.	3312 Goldsmith St, San Diego, CA 92106	Caltrans	5/20/2024	Email	541820 Public Outreach	No
Good For Others LLC	3635 Princeton Ave, San Diego, CA 92117	Caltrans	5/20/2024	Email	541820 Public Outreach	No
MARKETING EXCELLENCE INC	11251 Rancho Carmel Drive #502381, San Diego, CA 92150	Caltrans	5/20/2024	Email	541820 Public Outreach	No
Shine Blume Creative, Inc.	2515 30th Street, San Diego, CA 92104	Caltrans	5/20/2024	Email	541820 Public Outreach	No
Brown Marketing Strategies	2845 Nimitz Boulevard, Suite C, San Diego, CA 92106	CPUC	5/20/2024	Email	541820 Public Outreach	No
CityWorks People + Places, Inc.	1526 INDIA STREET, UNIT E, San Diego, CA 92101	CPUC	5/20/2024	Email	541820 Public Outreach	Yes
Cook & Schmid LLC	626 Savoy St., San Diego, CA 92106	CPUC	5/20/2024	Email	541820 Public Outreach	No
Focuscom, Inc.	101 W. Broadway., Ste 1450, San Diego, CA 92101	CPUC	5/20/2024	Email	541820 Public Outreach	No
Inesa Communications Group	2580 Fifth Ave, Suite 510, San Diego, CA 92103	CPUC	5/20/2024	Email	541820 Public Outreach	No
J Public Relations, Inc.	2341 Fifth Ave, San Diego, CA 92101	CPUC	5/20/2024	Email	541820 Public Outreach	No
Katz & Associates, Inc.	591 Camino De La Reina, Suite 407, San Diego, CA 92108	CPUC	5/20/2024	Email	541820 Public Outreach	Yes
Paula T Roberts	4452 Park Blvd, Suite 208, San Diego, CA 92116	CPUC	5/20/2024	Email	541820 Public Outreach	No
Scatena Daniels Communications, Inc	2165 San Diego Ave, Ste 201, San Diego, CA 92110	CPUC	5/20/2024	Email	541820 Public Outreach	No
SLH Communications, LLC	8187 Clairemont Mesa Blvd, Suite 6-787, San Diego, CA 92123	CPUC	5/20/2024	Email	541820 Public Outreach	No
Vic Salazar Enterprises, LLC	5205 Kearny Villa Way #107, San Diego, CA 92123	CPUC	5/20/2024	Email	541820 Public Outreach	No

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)
PUZZLE PIECES MARKING, LLC	7718 HAZARD CENTER DRIVE, STE 408, SAN DIEGO, CA 92108-4688	SBA Subnet	5/20/2024	Email	541820 Public Outreach	No
BROWN MARKETING STRATEGIES, INC.	2845 NIMITZ BLVD STE C SAN DIEGO, CA 92106-2343	SBA Subnet	5/20/2024	Email	541820 Public Outreach	No
BASKERVILLE PUBLIC RELATIONS LLC	7908 PASADENA AVE, LA MESA, CA 91941-7878	SBA Subnet	5/20/2024	Email	541820 Public Outreach	No
SOUTHWEST STRATEGIES LLC	401 B ST, STE 150, SAN DIEGO, CA 92101-4270	SBA Subnet	5/20/2024	Email	541820 Public Outreach	No
EMVISION COMMUNICATIONS LLC	732 CYPRESS HILLS DR, ENCINITAS, CA 92024-2378	SBA Subnet	5/20/2024	Email	541820 Public Outreach	No
RISING TIDE ENTERPRISES LLC	3665 T ST, SAN DIEGO, CA 92113-2741	SBA Subnet	5/20/2024	Email	541820 Public Outreach	No
NUFFER, SMITH, TUCKER INC.	4045 3RD AVE STE 200, SAN DIEGO, CA 92103-2132	SBA Subnet	5/20/2024	Email	541820 Public Outreach	No
PUBLIC VALUE LLC	333 H ST, STE 5000, CHULA VISTA, CA 91910-5561	SBA Subnet	5/20/2024	Email	541820 Public Outreach	No
SULLIVAN/LUALLIN, INC.	4590 KEARNY VILLA RD, STE 213, SAN DIEGO, CA 92123-1568	SBA Subnet	5/20/2024	Email	541820 Public Outreach	No
ARBORETA GROUP LLC	8637 JENNY AVE, SAN DIEGO, CA 92123-3448	SBA Subnet	5/20/2024	Email	541820 Public Outreach	No
SCATENA DANIELS COMMUNICATIONS, INC.	2017 WINDMILL VIEW ROAD, EL CAJON, CA 92020-1351	SBA Subnet	5/20/2024	Email	541820 Public Outreach	No
BRANDON BORSO	6065 PASEO CARRETA, CARLSBAD, CA 92009-2250	SBA Subnet	5/20/2024	Email	541820 Public Outreach	No

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

**FORM 4500-2 (DBE Subcontractor Participation Form)**

## Pierce, Abby

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**From:** Pierce, Abby  
**Sent:** Tuesday, May 21, 2024 12:23 PM  
**Cc:** Juarez, Andrew; Diaz-Carreras, Juan H.; Hancock, Tony  
**Subject:** City of San Diego Stormwater Required Forms - Please complete by 5/28/2024  
**Attachments:** WIFIA Form 4500-2 (Sub to complete).pdf; WIFIA Form 4500-3 (Sub to complete).pdf

Good afternoon,

Attached are two forms that are to be provided to you for the City of San Diego Stormwater contract.

Form 4500-2 (for your records)– BV is required to provide to you. Please review and if you wish to note anything, complete and send back to the DBE Coordinator at City of San Diego. This can be done at any time. If you need the coordinator’s info, please let me know and I can provide that. If nothing to note, no action is needed.

Form 4500-3 (**action needed**) – BV is required to provide to you and submit with our proposal. **Please complete and send back to me by 5/28/2024.**

Please let me know if you have any questions.

Thanks,

**Abby Pierce**  
Proposal & Project Coordinator  
Government & Water Utilities  
Black & Veatch  
38975 Sky Canyon Drive, Suite 110, Murrieta, CA 92563  
O +1 213 312 3346 (PST)  
E [PierceA@bv.com](mailto:PierceA@bv.com)

**Building a World of Difference.®**

### **Please consider the environment before printing my email**

Please note that the information and attachments in this email are intended for the exclusive use of the addressee and may contain confidential or privileged information. If you are not the intended recipient, please do not forward, copy or print the message or its attachments. Notify me at the above address, and delete this message and any attachments. Thank you.



**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>Blue Lake Civil</b>		Project Name <b>As-Needed Stormwater Design</b>	
Bid / Proposal No. H2426341, H2426342, H2426343, H2426344	Assistance Agreement ID No. (if known)	Point of Contact <b>Margaret H. Witt</b>	
Address 5480 Baltimore Drive, Suite 115, La Mesa, CA 91942			
Telephone No. 857.253.8684		Email Address maggie.witt@bluelakecivil.com	
Prime Contractor Name <b>Black &amp; Veatch</b>		Issuing/Funding Entity <b>City of San Diego</b>	

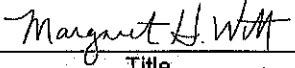
Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
H2426341, H2426342, H2426343, H2426344		TBD
DBE Certified By: DOT <input checked="" type="checkbox"/> SBA <input type="checkbox"/> Other: CPUC		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.

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
	Kevin Davis
Title	Date
Area Director	5/31/2024

Subcontractor Signature	Print Name
	Margaret H. Witt
Title	Date
President	5/22/2024

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

FORM 4500-3 (DBE Subcontractor Performance Form)



*City of San Diego*



**Small Local Business Enterprise (SLBE)  
Program Certification**

Blue Lake Civil

**Emerging Local Business Enterprise (ELBE)**

*Professional Services*

(NAICS: 541330)

Certification Number: 17BL1463

***Effective: 8/23/2023 - 8/23/2025***

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Christian Silva  
Program Manager  
Equal Opportunity Contracting



***SUPPLIER CLEARINGHOUSE  
CERTIFICATE OF ELIGIBILITY***



CERTIFICATION EXPIRATION DATE: **August 25, 2024**

The Supplier Clearinghouse for the Utility Supplier Diversity Program of the California Public Utilities Commission hereby certifies that it has audited and verified the eligibility of:

***Blue Lake Civil  
Women Business Enterprise (WBE)***

pursuant to Commission General Order 156, and the terms and conditions stipulated in the Verification Application Package. This Certificate shall be valid only with the Clearinghouse seal affixed hereto.

Eligibility must be maintained at all times, and renewed within 30 days of any changes in ownership or control. Failure to comply may result in a denial of eligibility. The Clearinghouse may reconsider certification if it is determined that such status was obtained by false, misleading or incorrect information. Decertification may occur if any verification criterion under which eligibility was awarded later becomes invalid due to Commission ruling. The Clearinghouse may request additional information or conduct on- site visits during the term of verification to verify eligibility.

This certification is valid only for the period that the above firm remains eligible as determined by the Clearinghouse. Utility companies may direct inquiries concerning this Certificate to the Clearinghouse at (800) 359-7998.

***VON: 21000844***

***DETERMINATION DATE: August 25, 2021***



*City of San Diego*



**Small Local Business Enterprise (SLBE)  
Program Certification**

Blue Lake Civil

**Emerging Local Business Enterprise (ELBE)  
*Professional Services***

(NAICS: 541330)

Certification Number: 17BL1463

***Effective: 8/23/2023 - 8/23/2025***

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Christian Silva  
Program Manager  
Equal Opportunity Contracting

Printed on: 2/8/2024 9:07:52 AM

To verify most current certification status go to: <https://www.caleprocure.ca.gov>



## Office of Small Business & DVBE Services

**Certification ID:** 2005663

**Legal Business Name:**

Blue Lake Civil

**Doing Business As (DBA) Name 1:**

**Doing Business As (DBA) Name 2:**

**Address:**

7746 Blue Lake Dr.

San Diego

CA 92119

**Email Address:**

Maggie.Witt@bluelakecivil.com

**Business Web Page:**

**Business Phone Number:**

619/609-7825

**Business Fax Number:**

**Business Types:**

Service

Certification Type	Status	From	To
SB(Micro)	Approved	01/23/2024	01/31/2026

Stay informed! KEEP YOUR CERTIFICATION PROFILE UPDATED!

-LOG IN at [CaleProcure.CA.GOV](https://www.caleprocure.ca.gov)

Questions?

Email: [OSDSHELP@DGS.CA.GOV](mailto:OSDSHELP@DGS.CA.GOV)

Call OSDS Main Number: 916-375-4940

707 3rd Street, 1-400, West Sacramento, CA 95605

**Business & Contact Information**

BUSINESS NAME	<b>Blue Lake Civil</b>
OWNER	Ms. Margaret Witt
ADDRESS	5480 Baltimore Drive Suite 215 La Mesa, CA 91942-3015 <a href="#">[map]</a>
PHONE	857-253-8684
EMAIL	<a href="mailto:maggie.witt@bluelakecivil.com">maggie.witt@bluelakecivil.com</a>
WEBSITE	<a href="http://www.bluelakecivil.com">http://www.bluelakecivil.com</a>
ETHNICITY	Caucasian
GENDER	Female
COUNTY	San Diego (CA)

**Certification Information**

CERTIFYING AGENCY	California Department of Transportation
CERTIFICATION TYPE	DBE - Disadvantaged Business Enterprise
CERTIFIED BUSINESS DESCRIPTION	DESIGN; CONSULTANT, ENGINEERING; CIVIL ENGINEERING; COMPUTER-AIDED DESIGN & DRAFTING (CADD); CONSTRUCTION MANAGEMENT; CONSTRUCTION MANAGEMENT - WATER AND SEWER LINE AND RELATED STRUCTURE CONSTRUCTION; ENGINEERING - VALUE; CONSTRUCTION ESTIMATING & COSTING; Engineering services

**Commodity Codes**

Code	Description
CA WCC C8705	DESIGN
CA WCC C8715	CONSULTANT, ENGINEERING
CA WCC C8720	CIVIL ENGINEERING
CA WCC C8766	COMPUTER-AIDED DESIGN & DRAFTING (CADD)
CA WCC C8770	CONSTRUCTION MANAGEMENT

CA WCC C8778	CONSTRUCTION MANAGEMENT - WATER AND SEWER LINE AND RELATED STRUCTURE CONSTRUCTION
CA WCC C8784	ENGINEERING - VALUE
CA WCC C8800	CONSTRUCTION ESTIMATING & COSTING
NAICS 541330	Engineering services

### **Additional Information**

WORK DISTRICTS/REGIONS	<b>Los Angeles, San Diego</b>
CUCP PUBLIC DIRECTORY CERTIFICATION NUMBER	<b>44436</b>





**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>CR Associates</b>		Project Name <b>As-Needed Stormwater Design</b>	
Bid / Proposal No. H242634, H2426342, H2426343, H2426344	Assistance Agreement ID No. (if known)	Point of Contact <b>Scott Cartwright</b>	
Address <b>3900 Fifth Avenue, Suite 310, San Diego, CA 92103</b>			
Telephone No. <b>858-408-5183</b>		Email Address <b>scartwright@cramobility.com</b>	
Prime Contractor Name <b>Black &amp; Veatch</b>		Issuing/Funding Entity <b>City of San Diego</b>	

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
Varies	Design of water/sewer/storm drain rehab/replacement projects, water/sewer facility improvement projects, street/sidewalk/bike lane improvement projects, various structural improvement projects, preparation of environmental documents, assist in the acquisition of various permits, perform hydrology/hydraulic analysis.	TBD
DBE Certified By: DOT <input checked="" type="checkbox"/> SBA <input type="checkbox"/> Other:		Meets/exceeds EPA certification standards? 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>Kevin N. Davis</i>	Kevin Davis
Title	Date
Area Director	5/31/2024

Subcontractor Signature	Print Name
<i>Ross P. Duenas</i>	Ross Duenas
Title	Date
Principal	5/29/24

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.



***SUPPLIER CLEARINGHOUSE  
CERTIFICATE OF ELIGIBILITY***



**CERTIFICATION EXPIRATION DATE: September 18, 2026**

The Supplier Clearinghouse for the Utility Supplier Diversity Program of the California Public Utilities Commission hereby certifies that it has audited and verified the eligibility of:

***Chen Ryan Associates, Inc. DBA CR Associates  
Women Business Enterprise (WBE)***

pursuant to Commission General Order 156, and the terms and conditions stipulated in the Verification Application Package. This Certificate shall be valid only with the Clearinghouse seal affixed hereto.

Eligibility must be maintained at all times, and renewed within 30 days of any changes in ownership or control. Failure to comply may result in a denial of eligibility. The Clearinghouse may reconsider certification if it is determined that such status was obtained by false, misleading or incorrect information. Decertification may occur if any verification criterion under which eligibility was awarded later becomes invalid due to Commission ruling. The Clearinghouse may request additional information or conduct on-site visits during the term of verification to verify eligibility.

This certification is valid only for the period that the above firm remains eligible as determined by the Clearinghouse. Utility companies may direct inquiries concerning this Certificate to the Clearinghouse at (800) 359-7998.

***VON: 14060117***

***DETERMINATION DATE: September 18, 2023***



***SUPPLIER CLEARINGHOUSE  
CERTIFICATE OF ELIGIBILITY***



CERTIFICATION EXPIRATION DATE: **September 18, 2026**

The Supplier Clearinghouse for the Utility Supplier Diversity Program of the California Public Utilities Commission hereby certifies that it has audited and verified the eligibility of:

***Chen Ryan Associates, Inc. DBA CR Associates  
Minority Business Enterprise (MBE)***

pursuant to Commission General Order 156, and the terms and conditions stipulated in the Verification Application Package. This Certificate shall be valid only with the Clearinghouse seal affixed hereto.

Eligibility must be maintained at all times, and renewed within 30 days of any changes in ownership or control. Failure to comply may result in a denial of eligibility. The Clearinghouse may reconsider certification if it is determined that such status was obtained by false, misleading or incorrect information. Decertification may occur if any verification criterion under which eligibility was awarded later becomes invalid due to Commission ruling. The Clearinghouse may request additional information or conduct on- site visits during the term of verification to verify eligibility.

This certification is valid only for the period that the above firm remains eligible as determined by the Clearinghouse. Utility companies may direct inquiries concerning this Certificate to the Clearinghouse at (800) 359-7998.

***VON: 14060117***

***DETERMINATION DATE: September 18, 2023***



Certification: View

Certification List

Submit Change Request

Add Date Alert

**Vendor Information**

BUSINESS NAME **Chen Ryan Associates, Inc. DBA CR Associates**  
SYSTEM VENDOR NUMBER **20147489**  
PRIMARY OWNER'S NAME **Ms. Monique Chen**  
ETHNIC GROUP **Asian-Pacific American**  
GENDER **Female**

**Certification Information**

CERTIFYING AGENCY **Los Angeles County Metropolitan Transportation Authority**  
CERTIFICATION TYPE **SBE - Small Business Enterprise**  
EFFECTIVE DATE **6/3/2022**  
RENEWAL DATE **6/30/2024**

**Contact Information**

MAIN COMPANY EMAIL **Vpena@cramobility.com**  
MAIN PHONE **619-795-6086**  
MAIN FAX **619-795-6086**  
MAIN COMPANY WEBSITE **<http://cramobility.com>**

**Addresses**

PHYSICAL ADDRESS **3900 Fifth Ave, Suite 310  
San Diego, CA 92103 [\[map\]](#)**  
MAILING ADDRESS **3900 Fifth Ave, Suite 310  
San Diego, CA 92103 [\[map\]](#)**

**Business Capabilities**

BUSINESS CERTIFIED FOR **Traffic Engineering, Transportation Planning & Design Consulting Services**  
FULL DESCRIPTION OF CAPABILITIES/PRODUCTS  
COMMODITY CODES **NAICS 541330 [Engineering services \(More\)](#)  
NAICS 541340 [Drafting services \(More\)](#)  
NAICS 541620 [Environmental consulting services \(More\)](#)  
NAICS 541690 [Other Scientific and Technical Consulting Services \(More\)](#)**

**Owner Ethnicity and Gender**

ETHNIC GROUP **Asian-Pacific American**  
GENDER **Female**

**Location and Work Districts/Regions**

COUNTY **San Diego (CA)**  
STATEWIDE WORK AREA **N/A**  
WORK DISTRICTS/REGIONS

**Additional Information**

GROSS RECEIPTS CATEGORY **Category 3: \$1,000,001 - \$5,000,000**  
CUCP PUBLIC DIRECTORY CERTIFICATION NUMBER **n/a**

Certification List

Printed on: 5/31/2022 2:15:47 PM

To verify most current certification status go to: <https://www.caleprocure.ca.gov>



### Office of Small Business & DVBE Services

Certification ID: 1796780

Legal Business Name:

CHEN RYAN ASSOCIATES, INC.

Doing Business As (DBA) Name 1:

CR Associates

Doing Business As (DBA) Name 2:

Address:

3900 Fifth Avenue

Suite 310

San Diego

CA 92103

Email Address:

[vpena@cramobility.com](mailto:vpena@cramobility.com)

Business Web Page:

[www.cramobility.com](http://www.cramobility.com)

Business Phone Number:

619/795-6086

Business Fax Number:

619/795-6086

Business Types:

Service

Certification Type	Status	From	To
SB	Approved	05/27/2022	05/31/2024

Stay informed! KEEP YOUR CERTIFICATION PROFILE UPDATED!

-LOG IN at [CaleProcure.CA.GOV](https://www.caleprocure.ca.gov)

Questions?

Email: [OSDSHELP@DGS.CA.GOV](mailto:OSDSHELP@DGS.CA.GOV)

Call OSDS Main Number: 916-375-4940

707 3rd Street, 1-400, West Sacramento, CA 95605

[Skip to Main Content](#)[Back To Query Form \(licenseForm.htm\)](#)

# Search Returned 1 Records

Mon Mar 06 11:06:51 PST 2023

**Query Criteria****Certification Types:** DBE**Firm ID:** 40083

**Firm ID** 40083  
**DBA Name** CR ASSOCIATES, INC.  
**Firm Name** CHEN RYAN ASSOCIATES, INC.  
**Address Line1** 3900 5TH AVENUE  
**Address Line2** SUITE 310  
**City** SAN DIEGO  
**State** CA  
**Zip Code1** 92103  
**Zip Code2**  
**Mailing Address Line1** 3900 5TH AVE, SUITE 310  
**Mailing Address Line2**  
**Mailing City** SAN DIEGO  
**Mailing State** CA  
**Mailing Zip Code1** 92103  
**Mailing Zip Code2**  
**Certification Type** DBE  
**Email** craadmin@chenryanmobility.com  
**Contact Name** MONIQUE CHEN  
**Area Code** 619  
**Phone Number** 795-6086  
**Extension**  
**Alt Area Code**  
**Alt Phone Number**  
**Extension**  
**Fax Area Code**  
**Fax Phone Number**  
**Agency Name** DEPARTMENT OF TRANSPORTATION  
**Counties** 19; 37;  
**Districts** 07; 11;  
**DBE NAICS** 541620; 541690;  
**ACDBE NAICS**

<b>Work Codes</b>	C8703 TRAFFIC ENGINEER; C8713 CONSULTANT, ENVIRONMENTAL; C8715 CONSULTANT, ENGINEERING; C8765 DRAFTING;
<b>Licenses</b>	ET Traffic Engineer;
<b>Trucks</b>	
<b>Gender</b>	F
<b>Ethnicity</b>	ASIAN PACIFIC
<b>Firm Type</b>	DBE



LOS ANGELES COUNTY  
**CONSUMER & BUSINESS AFFAIRS**

Board of Supervisors May 03, 2023

Hilda L. Solis  
First District

Holly J. Mitchell  
Second District

Lindsey P. Horvath  
Third District

Janice Hahn  
Fourth District

Kathryn Barger  
Fifth District

Director  
Rafael Carbajal

Chief of Staff  
Joel Ayala

Monique Chen, Principal  
CHEN RYAN ASSOCIATES, INC.  
3900 5TH AVE SUITE 210  
SAN DIEGO, CA, CA 92103

**CBE I.D. # 093973**  
**Status: MBE/WBE/DBE**

Dear Monique Chen,

Congratulations! Your firm has been certified as an eligible participant in the County of Los Angeles Community Business Enterprise (CBE) Program with the designated participation status identified above. Your certification expires on May 31, 2025.

You will be included in the Los Angeles County CBE listing. The County's CBE listing is utilized by County departments, public agencies, private-sector prime and subcontractors to meet subcontracting goals. To request the most current CBE listing, email [CBESBE@dcba.lacounty.gov](mailto:CBESBE@dcba.lacounty.gov).

The County of Los Angeles Department of Consumer and Business Affairs (DCBA) reserves the right to request additional information and/or conduct an on-site visit to verify your company's eligibility for this certification. Please contact our office immediately if your business experiences any changes that could affect eligibility during the certification period.

For questions about this certification or to learn more about resources available to small businesses you can visit us online at [DCBA.lacounty.gov](http://DCBA.lacounty.gov), email us at [OSB@dcba.lacounty.gov](mailto:OSB@dcba.lacounty.gov), or call us at (323) 881-3964.

Sincerely,

Rafael Carbajal  
Director

Christian Olmos  
Program Chief, Office of Small Business  
RC:CO



[dcba.lacounty.gov](http://dcba.lacounty.gov)  
[info@dcba.lacounty.gov](mailto:info@dcba.lacounty.gov)

320 W. Temple St., Room G-10, Los Angeles CA, 90012-2706  
(213) 974-1452 • (800) 593-8222 • Fax: (213) 687-1137



Certification List

Submit Change Request

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- Message
- Settings
- Help & Support
- Logoff

Show All Hide All

### Vendor Information

BUSINESS NAME	Chen Ryan Associates, Inc. DBA CR Associates
SYSTEM VENDOR NUMBER	20147489
PRIMARY OWNER'S NAME	Ms. Monique Chen
ETHNIC GROUP	Asian-Pacific American
GENDER	Female

### Certification Information

CERTIFYING AGENCY	California Department of Transportation
CERTIFICATION TYPE	DBE - Disadvantaged Business Enterprise
EFFECTIVE DATE	3/1/2024
RENEWAL DATE	3/1/2025

### Contact Information

MAIN COMPANY EMAIL	Vpena@cramobility.com
MAIN PHONE	619-795-6086
MAIN FAX	619-795-6086
MAIN COMPANY WEBSITE	<a href="http://cramobility.com">http://cramobility.com</a>

### Addresses

PHYSICAL ADDRESS	3900 Fifth Ave, Suite 310 San Diego, CA 92103 <a href="#">[map]</a>
MAILING ADDRESS	3900 Fifth Ave, Suite 310 San Diego, CA 92103 <a href="#">[map]</a>

### Business Capabilities

BUSINESS CERTIFIED FOR	TRAFFIC ENGINEER; CONSULTANT, ENVIRONMENTAL; CONSULTANT, ENGINEERING; DRAFTING; Engineering services; Drafting Services; Environmental consulting services; Other Scientific and Technical Consulting Services																
FULL DESCRIPTION OF CAPABILITIES/PRODUCTS	TRAFFIC ENGINEER; CONSULTANT, ENVIRONMENTAL; CONSULTANT, ENGINEERING; DRAFTING; Engineering services; Drafting Services; Environmental consulting services; Other Scientific and Technical Consulting Services																
COMMODITY CODES	<table border="0"> <tr><td>CA WCC C8703</td><td>TRAFFIC ENGINEER</td></tr> <tr><td>CA WCC C8713</td><td>CONSULTANT, ENVIRONMENTAL</td></tr> <tr><td>CA WCC C8715</td><td>CONSULTANT, ENGINEERING</td></tr> <tr><td>CA WCC C8765</td><td>DRAFTING</td></tr> <tr><td>NAICS 541330</td><td>Engineering services <a href="#">(More)</a></td></tr> <tr><td>NAICS 541340</td><td>Drafting Services <a href="#">(More)</a></td></tr> <tr><td>NAICS 541620</td><td>Environmental consulting services <a href="#">(More)</a></td></tr> <tr><td>NAICS 541690</td><td>Other Scientific and Technical Consulting Services <a href="#">(More)</a></td></tr> </table>	CA WCC C8703	TRAFFIC ENGINEER	CA WCC C8713	CONSULTANT, ENVIRONMENTAL	CA WCC C8715	CONSULTANT, ENGINEERING	CA WCC C8765	DRAFTING	NAICS 541330	Engineering services <a href="#">(More)</a>	NAICS 541340	Drafting Services <a href="#">(More)</a>	NAICS 541620	Environmental consulting services <a href="#">(More)</a>	NAICS 541690	Other Scientific and Technical Consulting Services <a href="#">(More)</a>
CA WCC C8703	TRAFFIC ENGINEER																
CA WCC C8713	CONSULTANT, ENVIRONMENTAL																
CA WCC C8715	CONSULTANT, ENGINEERING																
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NAICS 541340	Drafting Services <a href="#">(More)</a>																
NAICS 541620	Environmental consulting services <a href="#">(More)</a>																
NAICS 541690	Other Scientific and Technical Consulting Services <a href="#">(More)</a>																

### Owner Ethnicity and Gender

ETHNIC GROUP	Asian-Pacific American
GENDER	Female

### Location and Work Districts/Regions

COUNTY	San Diego (CA)
STATEWIDE WORK AREA	No
WORK DISTRICTS/REGIONS	Los Angeles San Diego

### Additional Information

CUCP PUBLIC DIRECTORY CERTIFICATION NUMBER	40083
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Certification List





**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>KDA Landscape Architects</b>		Project Name <b>City of SD As Needed Stormwater Design</b>
Bid / Proposal No. H242634, H2426342, H2426343, H2426344	Assistance Agreement ID No. (if known)	Point of Contact <b>Kathryn Kanaan</b>
Address <b>325 7th Avenue Unit 214 San Diego, CA 92101</b>		
Telephone No. <b>619-840-5174</b>	Email Address <b>kathryn@kda-landscapearchitects.com</b>	
Prime Contractor Name <b>Black &amp; Veatch</b>	Issuing/Funding Entity <b>City of San Diego</b>	

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
	The As-Needed Stormwater Design documents were supplied to the sub-consultant for review and use in preparation of the supporting documents necessary from the sub-consultant. Scope of Service, Deliverables, etc.	TBD
DBE Certified By: DOT <input checked="" type="checkbox"/> SBA <input type="checkbox"/> Other:		Meets/exceeds EPA certification standards? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> Unknown <input type="checkbox"/>

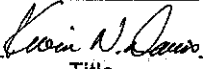
<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards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

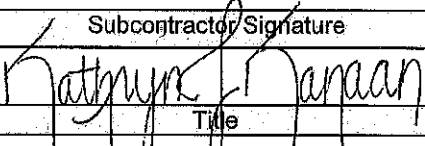
<sup>2</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

FORM 4500-3 (DBE Subcontractor Performance Form)

ATTACHMENT HH

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

Prime Contractor Signature	Print Name
	Kevin Davis
Title	Date
Area Director	5/31/2024

Subcontractor Signature	Print Name
	Kathryn J Kanaan
Title	Date
President/CEO	05/22/2024

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.



Certification List

Submit Change Request

Add Date Alert

### Vendor Information

BUSINESS NAME	KDA Landscape Architects
SYSTEM VENDOR NUMBER	20894329
PRIMARY OWNER'S NAME	Ms. Kathryn Kanaan
ETHNIC GROUP	Caucasian
GENDER	Female

### Certification Information

CERTIFYING AGENCY	California Department of Transportation
CERTIFICATION TYPE	DBE - Disadvantaged Business Enterprise
EFFECTIVE DATE	9/13/2023
RENEWAL DATE	10/1/2024

### Contact Information

MAIN COMPANY EMAIL	info@kda-landscapearchitects.com
MAIN PHONE	619-840-5174
MAIN COMPANY WEBSITE	<a href="http://www.kda-landscapearchitects.com">http://www.kda-landscapearchitects.com</a>

### Addresses

PHYSICAL ADDRESS	325 7th Avenue Unit 214 San Diego, CA 92101-7176 <a href="#">[map]</a>
MAILING ADDRESS	325 7th Avenue Unit 214 San Diego, CA 92101-7176 <a href="#">[map]</a>

### Business Capabilities

BUSINESS CERTIFIED FOR	LANDSCAPE ARCHITECTS; Landscape architectural services
FULL DESCRIPTION OF CAPABILITIES/PRODUCTS	LANDSCAPE ARCHITECTS; Landscape architectural services

COMMODITY CODES

CA WCC C8744  
NAICS 541320

LANDSCAPE ARCHITECTS  
Landscape architectural services ([More](#))

### Owner Ethnicity and Gender

ETHNIC GROUP

Caucasian

GENDER

Female

### Location and Work Districts/Regions

COUNTY

San Diego (CA)

STATEWIDE WORK AREA

No

WORK DISTRICTS/REGIONS

Los Angeles  
Orange  
Riverside  
San Bernardino  
San Diego

### Additional Information

CUCP PUBLIC DIRECTORY  
CERTIFICATION NUMBER

41918

[Certification List](#)

**DEPARTMENT OF TRANSPORTATION**  
OFFICE OF CIVIL RIGHTS  
PO Box 942874, MS 79  
Sacramento, CA 95814  
Phone (916) 324-1700  
Fax (916) 324-8760  
TTY 711  
www.dot.ca.gov



Making Conservation  
a California Way of Life

March 1, 2022

Firm ID: 41918

MS. KATHRYN KANAAN  
KDA LANDSCAPE ARCHITECTS  
325 7<sup>TH</sup> AVENUE, UNIT 214  
SAN DIEGO, CA 92101

Subject: State Minority Business Enterprise (SMBE) and/or State Women Business Enterprise (SWBE) Recertification Approval

Dear MS. KANAAN:

Thank you for your continued interest in the State Minority Business Enterprise (SMBE) and/or State Women Business Enterprise (SWBE) Certification Program.

We are pleased to inform you that your business has been recertified and your firm's SMBE and/or SWBE certification is good through April 1, 2024.

**Please note that SMBE and/or SWBE certificates will no longer be issued when certifications are renewed. You will need to retain this letter as verification of your firm's certification.**

We wish you much success in your continued business endeavors.

Sincerely,

A handwritten signature in black ink that reads "Curtis E. Williams".

CURTIS E. WILLIAMS  
Office Chief, Certification  
Office of Civil Rights, Caltrans



*City of San Diego*



**Small Local Business Enterprise (SLBE)  
Program Certification**

KDA Landscape Architects

**Emerging Local Business Enterprise (ELBE)  
*Professional Services***

(NAICS: 541320)

Certification Number: 14KD1050

***Effective: 7/19/2022 - 7/19/2024***

---

Christian Silva  
Program Manager  
Equal Opportunity Contracting

**DEPARTMENT OF TRANSPORTATION**

OFFICE OF CIVIL RIGHTS  
PO Box 942874, MS 79  
Sacramento, CA 94274-001  
Phone (916) 324-1700  
Fax (916) 324-8760  
TTY 711  
www.dot.ca.gov



Making Conservation  
a California Way of Life

May 10, 2024

Ms. Kathryn Kanaan  
KDA Landscape Architects  
325 7<sup>th</sup> Avenue Unit 214  
San Diego, CA 92101

Firm ID: 41898

Subject: State Minority Business Enterprise (SMBE) and/or State Women Business Enterprise (SWBE) Recertification Approval

Dear Ms. Kanaan:

Thank you for your continued interest in the State Women Business Enterprise (SWBE) Certification Program.

We are pleased to inform you that your business has been recertified and your firm's SWBE certification is good through **June 1, 2026**.

**Please note that SWBE certificates will no longer be issued when certifications are renewed. You will need to retain this letter as verification of your firm's certification.**

We wish you much success in your continued business endeavors.

Sincerely,

*Jennifer Baker*

Jennifer Baker  
Office Chief  
Certification Branch  
Caltrans



**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>La Salle Solutions LLC</b>		Project Name <b>As needed Stormwater Design</b>
Bid / Proposal No. H242634, H2426342, H2426343, H2426344	Assistance Agreement ID No. (if known)	Point of Contact <b>Dennis La Salle, CCM</b>
Address <b>900 F St. Suite 128, San Diego, CA 92101</b>		
Telephone No. <b>619-501-2645</b>		Email Address <b>drlasalle@lasallecm.com</b>
Prime Contractor Name <b>Black &amp; Veatch</b>	Issuing/Funding Entity <b>City of San Diego</b>	


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>Support Services</b>	<b>TBD</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 checked="" 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.

FORM 4500-3 (DBE Subcontractor Performance Form)

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
	Kevin Davis
Title	Date
Area Director	5/31/2024

Subcontractor Signature	Print Name
Dennis La Salle	Dennis La Salle
Title	Date
Principal	5-28-24

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.



**Certified Profile**CLOSE WINDOW [Print](#)**Business & Contact Information**

BUSINESS NAME	<b>LA SALLE SOLUTIONS, LLC, DBA DBA La Salle Construction Engineering</b>
OWNER	MR. DENNIS R. LA SALLE, II
ADDRESS	900 F STREET, SUITE 128 SAN DIEGO, CA 92101 <a href="#">[map]</a>
PHONE	619-501-2645
FAX	619-501-2645
EMAIL	<a href="mailto:lasalle.business.solutions@gmail.com">lasalle.business.solutions@gmail.com</a>
WEBSITE	<a href="http://www.lasalle-solutions.com">http://www.lasalle-solutions.com</a>
ETHNICITY	Hispanic American
GENDER	Male
COUNTY	San Diego (CA)

**Certification Information**

CERTIFYING AGENCY	California Department of Transportation
CERTIFICATION TYPE	DBE - Disadvantaged Business Enterprise
CERTIFIED BUSINESS DESCRIPTION	Administrative Management and General Management Consulting Services

**Commodity Codes**

Code	Description
CA WCC C8700	CONSULTANT, NON-ENGINEERING
CA WCC C8770	CONSTRUCTION MANAGEMENT
CA WCC C8773	CONSTRUCTION MANAGEMENT - HIGHWAY, STREET, AND BRIDGE CONSTRUCTION
CA WCC C8776	CONSTRUCTION MANAGEMENT - OTHER HEAVY AND CIVIL ENGINEERING CONSTRUCTION
NAICS 236210	Industrial Building Construction
NAICS 237310	Highway, Street, and Bridge Construction

NAICS 237990	Other Heavy and Civil Engineering Construction
NAICS 541611	Administrative Management and General Management Consulting Services
NAICS 541613	Marketing consulting services
NAICS 541618	Other Management Consulting Services

### Additional Information

WORK DISTRICTS/REGIONS	Imperial, Los Angeles, Orange, Riverside, Sacramento, San Diego, Ventura
CUCP PUBLIC DIRECTORY CERTIFICATION NUMBER	38771



**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.

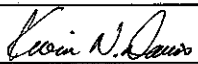
Subcontractor Name <b>RNT Architects   City of San Diego, As Needed</b>		Project Name <b>Stormwater Design</b>	
Bid / Proposal No. H242634, H2426342, H2426343, H2426344	Assistance Agreement ID No. (if known)	Point of Contact <b>Joe Mansfield</b>	
Address 845 15th Street, Suite 500, San Diego CA 92101			
Telephone No. 619-235-7376		Email Address mansfield@rntarchitects.com	
Prime Contractor Name <b>Black &amp; Veatch</b>		Issuing/Funding Entity <b>City of San Diego</b>	

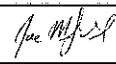
Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
		TBD
DBE Certified By: DOT <input type="checkbox"/> SBA <input type="checkbox"/> Other: CPUC		Meets/exceeds EPA certification 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.

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
	Kevin Davis
Title	Date
Area Director	5/31/2024

Subcontractor Signature	Print Name
	Joe Mansfield
Title	Date
Principal	5/30/24

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

FORM 4500-3 (DBE Subcontractor Performance Form)



## Small Business Enterprise Certification

Printed on: 5/1/2024 4:39:51 PM

To verify most current certification status go to: <https://www.caleprocure.ca.gov>



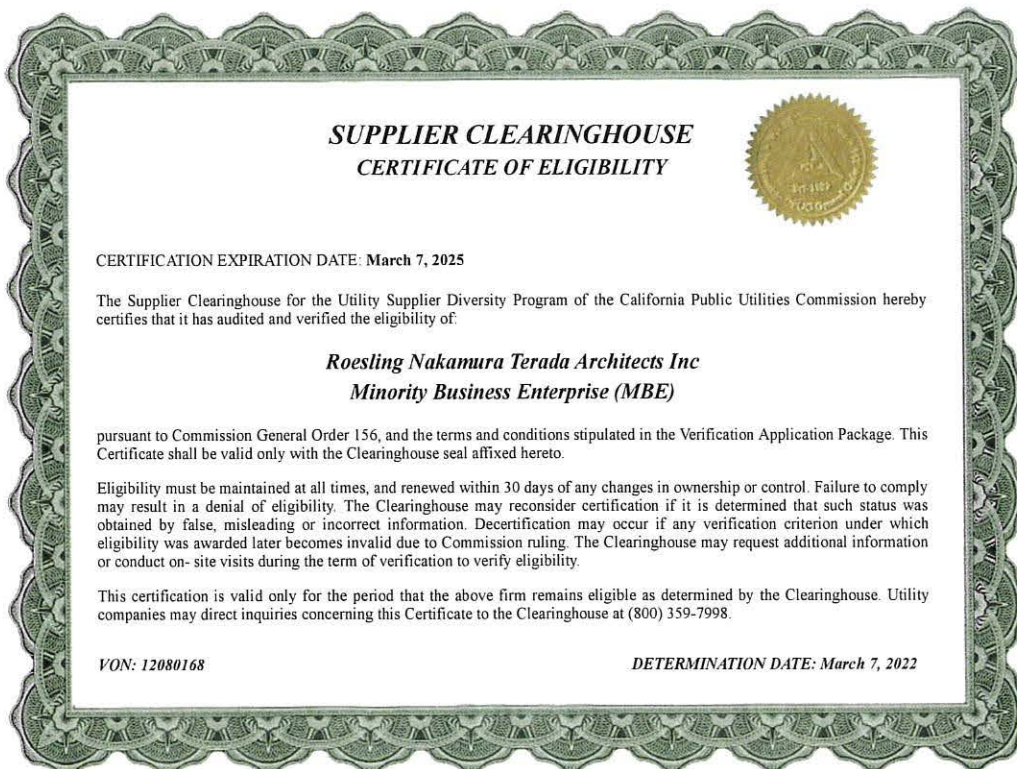
### Office of Small Business & DVBE Services

<b>Certification ID:</b> 31191	<b>Email Address:</b> <a href="mailto:accounting@rntarchitects.com">accounting@rntarchitects.com</a>
<b>Legal Business Name:</b> ROESLING NAKAMURA TERADA ARCHITECTS, INC.	<b>Business Web Page:</b> <a href="http://www.rntarchitects.com">www.rntarchitects.com</a>
<b>Doing Business As (DBA) Name 1:</b> ROESLING NAKAMURA TERADA ARCHITECTS INC	<b>Business Phone Number:</b> 619/233-1023
<b>Doing Business As (DBA) Name 2:</b> RNT ARCHITECTS	<b>Business Fax Number:</b> 619/233-0016
<b>Address:</b> 845 15th Street 500 SAN DIEGO CA 92101	<b>Business Types:</b> Service

Certification Type	Status	From	To
SB	Waiting for Review		
SB	Approved	04/08/2022	06/30/2024

Stay informed! KEEP YOUR CERTIFICATION PROFILE UPDATED!  
 -LOG IN at [CaleProcure.CA.GOV](http://CaleProcure.CA.GOV)  
 Questions?  
 Email: [OSDSHELP@DGS.CA.GOV](mailto:OSDSHELP@DGS.CA.GOV)  
 Call OSDS Main Number: 916-375-4940  
 707 3rd Street, 1-400, West Sacramento, CA 95605

## Minority Business Enterprise Certification





**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>Yen Tu Consulting</b>		Project Name As-Needed Stormwater Design	
Bid / Proposal No. H242634, H2426342, H2426343, H2426344		Assistance Agreement ID No. (if known)	Point of Contact <b>Yen Tu</b>
Address <b>11074 Roxboro Rd., San Diego, CA 92131</b>			
Telephone No. <b>619-417-5993</b>		Email Address <b>yentu2@gmail.com</b>	
Prime Contractor Name <b>Black &amp; Veatch</b>		Issuing/Funding Entity <b>City of San Diego</b>	

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
		TBD

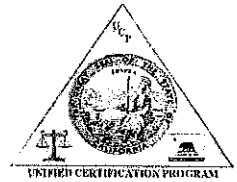
DBE Certified By: DOT <input type="checkbox"/> SBA <input type="checkbox"/> Other: Caltrans	Meets/exceeds EPA certification standards? YES <input type="checkbox"/> NO <input type="checkbox"/> Unknown <input checked="" type="checkbox"/>
---	--

<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.



# CALIFORNIA UNIFIED CERTIFICATION PROGRAM (CUCP)



DEPARTMENT OF TRANSPORTATION  
OFFICE OF BUSINESS AND ECONOMIC OPPORTUNITY  
1823 14th STREET  
SACRAMENTO, CA 95811  
Phone: 916) 324-1700  
FAX: (916) 324-1862  
TTY: 711

January 24, 2019

Mrs. Yen C. Tu  
Yen C. Tu. Consulting  
11074 Roxboro Road  
San Diego, CA 92131

File Number: 44524

**Subject: Disadvantaged Business Enterprise (DBE) Certification Approval**

Dear Mrs. Yen C. Tu:

I am pleased to advise you that after careful review of your application and supporting documentation, the California Department of Transportation (Caltrans) has determined that your firm meets the eligibility standards to be certified as a Disadvantaged Business Enterprise (DBE) as required under the U.S. Department of Transportation's Code of Regulation 49 CFR Part 26, as amended. This certification is also recognized by all USDOT agencies in California.

Your firm will be listed in the California Unified Certification Program (CUCP) database of certified DBEs under the following specific area(s) of expertise that you have identified on the NAICS Codes form of the application package:

NAICS Category Codes	Description
541820	Public Relations Agencies

Work Category Codes	Description
C8712	Public Relations

Your DBE certification applies only for the above code(s). You may review your firm's information in the CUCP DBE database which can be accessed at Caltrans' website at [www.dot.ca.gov/hq/bep/find\\_certified.htm](http://www.dot.ca.gov/hq/bep/find_certified.htm). Any additions and revisions must be submitted to Caltrans for review and approval.

In order to assure continuing DBE status, you must submit a No Change Declaration form (which will be sent to you), along with supporting documentation. Based on your annual submission that no change in ownership and control has occurred, or if changes have occurred, they do not affect your firm's DBE standing, the DBE certification of your firm will continue until or unless it is removed by our agency.

Mrs. Yen Tu  
January 24, 2019  
Page 2

Firm ID:44524

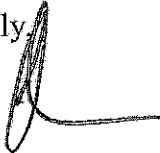
Also, should any changes occur that could affect your certification status prior to receipt of the No Change Declaration, such as changes in your firm's name, business/ mailing address, ownership, management or control, or failure to meet the applicable business size standards or personal net worth standard, please notify us immediately. Failure to submit forms and/or change of information will be deemed a failure to cooperate under Section 26.109 of the Regulations.

Caltrans reserves the right to withdraw this certification if at any time it is determined that it was knowingly obtained by false, misleading, or incorrect information. DBE certification is subject to review at any time. The firm thereby consents to the examination of its books, records, and documents by Caltrans.

For information on DBE contracting opportunities, please visit our website at <http://www.dot.ca.gov/hq/esc/oe/>.

Congratulations, and thank you for your interest in the DBE Program. I wish you every business success and look forward to hearing from you if I may be of any assistance to you in this regard.

Sincerely,



*ml*  
MARYLEE MIGLINO  
Office Chief  
Certification Branch

**DEPARTMENT OF TRANSPORTATION**

OFFICE OF CIVIL RIGHTS

PO Box 942874, MS 79  
Sacramento, CA 95814  
Phone (916) 324-1700  
Fax (916) 324-1862  
TTY 711  
www.dot.ca.gov



Making Conservation  
a California Way of Life

February 22, 2021

Yen Tu  
Yen C Tu Consulting  
11074 Roxboro Rd  
San Diego, CA 92131

Firm ID: 44524

Subject: State Minority Business Enterprise (SMBE) and/or State Women Business Enterprise (SWBE) Recertification Approval

Dear Ms. Tu:

Thank you for your continued interest in the State Minority Business Enterprise (SMBE) and/or State Women Business Enterprise (SWBE) Certification Program.

We are pleased to inform you that your business has been recertified and your firm's SMBE and/or SWBE certification is good through March 1, 2023.

**Please note that SMBE and/or SWBE certificates will no longer be issued when certifications are renewed. You will need to retain this letter as verification of your firm's certification.**

We wish you much success in your continued business endeavors.

Sincerely,

A handwritten signature in black ink that reads "Curtis E. Williams".

CURTIS E. WILLIAMS  
Office Chief, Certification  
Office of Civil Rights, Caltrans

*City of San Diego*



**Small Local Business Enterprise (SLBE)  
Program Certification**

Yen C. Tu Consulting

**Emerging Local Business Enterprise (ELBE)  
*Professional Services***

(NAICS: 541800)

Certification Number: 14YT1137

***Effective: 9/13/2022 - 9/13/2024***

---

Christian Silva  
Program Manager  
Equal Opportunity Contracting





**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 <b>Black &amp; Veatch</b>	Project Name <b>City of San Diego</b>	As-Needed Stormwater Design	
Bid / Proposal No. H2426341, H2426342, H2426343, H2426344	Assistance Agreement ID No. (if known)	Point of Contact <b>Tony Hancock</b>	
Address 300 Rancheros Dr STE 250, San Marcos, CA 92069			
Telephone No. (760) 621-8600	Email Address hancockt@bv.com		
Issuing/Funding Entity <b>City of San Diego</b>			

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

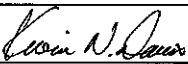
Subcontractor Name/ Company Name	Company Address / Phone / Email	Estimated Dollar Amount	Currently DBE Certified?
Allied Geotechnical Engineers	9500 Cuyamaca Street, 102, Santee, CA 92071	TBD	Y
Blue Lake Civil	5480 Baltimore Drive, Ste 215, La Mesa, CA 91942	TBD	Y
Chen Ryan	3900 5th Ave, Ste 310, San Diego, CA 92103	TBD	Y

--Continue on back if needed--

<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
	Kevin Davis
Title	Date
Area Director	5/31/2024

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

**FORM 4500-4 (DBE Subcontractor Utilization Form)**





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

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified 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 <b>Black &amp; Veatch</b>	Project Name <b>City of San Diego</b>	As-Needed Stormwater Design	
Bid / Proposal No. H2426341, H2426342, H2426343, H2426344	Assistance Agreement ID No. (if known)	Point of Contact <b>Tony Hancock</b>	
Address 300 Rancheros Dr STE 250, San Marcos, CA 92069			
Telephone No. (760) 621-8600	Email Address hancockt@bv.com		
Issuing/Funding Entity <b>City of San Diego</b>			

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?
CPM Partners	535 Encinitas Blvd, Ste 114, Encinitas, CA 92024	TBD	Y
KDA Landscape Architecture	325 7th Ave, Unit 214, San Diego, CA 92101 <input type="checkbox"/>	TBD	Y
LaSalle Solutions	900 F Street, Ste 128, San Diego, CA 92101 <input type="checkbox"/>	TBD	Y

--Continue on back if needed--

<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.

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Prime Contractor Signature	Print Name
	Kevin Davis
Title	Date
Area Director	5/31/2024

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

**FORM 4500-4 (DBE Subcontractor Utilization Form)**



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

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Prime Contractor Name <b>Black &amp; Veatch</b>	Project Name <b>City of San Diego</b>	As-Needed Stormwater Design	
Bid / Proposal No. H2426341, H2426342, H2426343, H2426344	Assistance Agreement ID No. (if known)	Point of Contact <b>Tony Hancock</b>	
Address 300 Rancheros Dr STE 250, San Marcos, CA 92069			
Telephone No. (760) 621-8600	Email Address hancockt@bv.com		
Issuing/Funding Entity <b>City of San Diego</b>			

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

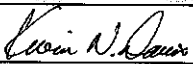
Subcontractor Name/ Company Name	Company Address / Phone / Email	Estimated Dollar Amount	Currently DBE Certified?
Yen Tu	11074 Roxboro Road, San Diego, CA 92131 <input type="checkbox"/>	TBD	Y

--Continue on back if needed--

<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
	Kevin Davis
Title	Date
Area Director	5/31/2024

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

**FORM 4500-4 (DBE Subcontractor Utilization Form)**



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

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

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

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

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

[www.sandiego.gov/city-clerk/elections/eid/codes.shtml](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: City of San Diego, Engineering & Capital Projects Department
2. Name of Specific Consultant & Company: Black & Veatch Corporation
3. Address, City, State, ZIP: 300 Rancheros Dr., Suite 250, San Marcos, CA 92069
4. Project Title (as shown on 1472, "Request for Council Action"): As-Needed Stormwater Design and Engineering Services H2426343
5. Consultant Duties for Project: Provide Professional Stormwater Design and Engineering Services

6. Disclosure Determination [**select applicable disclosure requirement**]:

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

- or -

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

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

- or -

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

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By: Carrie Purcell  
Carrie Purcell, Deputy Director

9/9/24  
[Date]

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



**DEFINITION OF "CONSULTANT"**

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

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

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

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

1/28/2006

**CITY OF SAN DIEGO CONSULTANT PERFORMANCE EVALUATION**

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

**Section I PROJECT INFORMATION**

1. PROJECT DATA		2. CONSULTANT DATA	
1a. Project (title, location):		2a. Name, address, phone & email of Consultant: Black & Veatch Corporation 300 Rancheros Drive, Ste 250, San Marcos, CA 92069	
1b. Brief Description:		2b. Consultant’s Project Manager:	
1c. Contract Amount: \$ WBS/IO:		Phone: (        )	Juan Diaz- Carreras +1 213-431-3220
		Email:	DiazcarrerasJ@bv.com
3. CITY DEPARTMENT RESPONSIBLE			
3a. Department (include Division):  Deputy Director:		3b. Project Manager (name, address, phone & email address):  Phone: (        ) Email:	

**Section II SPECIFIC RATINGS**

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

Section II

SPECIFIC RATINGS Continued

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

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

(Supporting documentation attached: Yes  No )

Section IV

FINAL RATING

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

**City of San Diego  
CONTRACTOR STANDARDS  
Pledge of Compliance**

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

**A. BID/PROPOSER/SOLICITATION TITLE:**

As-Needed Stormwater Design

Black & Veatch Corporation

Contract Number: H2426341, H2426342, H2426343, & H2426344

**B. BIDDER PROPOSER INFORMATION**

Black & Veatch Corporation

Legal Name		DBA	
300 Rancheros Drive, Suite 250	San Marcos	CA	92069
Street Address	City	State	Zip
Kevin N. Davis, Vice President	760-621-8419	NA	
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.

Kevin N. Davis (ownership less than 1%)	Vice President / Project Director
Name	Title/Position
Escondido, CA	NA
City and State of Residence	Employer (if different than Bidder/Proposer)
Contracting with the City, supervising staff involved with this project	
Interest in the transaction	

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

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

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

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

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

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

Use Attachment "A" if additional pages are necessary.

C. OWNERSHIP AND NAME CHANGES:

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

Yes  No

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

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

Yes  No

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

D. BUSINESS ORGANIZATION/STRUCTURE:

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

Corporation

Date incorporated: 11/16/1998 State of incorporation: Delaware

List corporation's current officers:

President: Mario Azar

Vice Pres.: Multiple Vice Presidents, see Attachment A

Secretary: Tim Triplett

Treasurer: Michael Williams

Is your firm a publicly traded corporation?  Yes  No

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

N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Limited Liability Company

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

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

N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_





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: BMA Harris Bank, N.A.

Point of Contact: James Stephens

Address: 111 West Monrow-5C, Chicago, IL 60603

Phone Number: 312-461-6631

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

**F. PERFORMANCE HISTORY:**

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

Yes  No

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

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

Yes  No

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

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

Yes  No

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

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

Yes       No

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

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

Yes       No

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

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

Yes       No

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

- 7. Performance References:

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

Company Name: City of San Diego | Green Infrastructure Group 1012

Contact Name and Phone Number: Iman Hosseini-Shakib, PhD | (619) 980-3781

Contact Email: hosseinisha@sandiego.gov

Address: 370 Chesapeake Dr, San Diego, Ca 92123

Contract Date: June 2023

Contract Amount: \$325K

**Requirements of Contract:**

Evaluation of available passive stormwater treatment technology; Replace, abandon, and upsize 300 feet of storm drain pipes; Replace and install five storm drain inlets; Replace and install 200 feet of curb ramps and gutters; Rework 180 feet of sidewalks and pavements; Restore improvement site areas to original conditions

Company Name: County of San Diego | As-Needed Water and Wastewater Engineering Services

Contact Name and Phone Number: Tony Potter, MHA | (619) 510-7615

Contact Email: tony.potter@sdcounty.ca.gov

Address: 5555 Overland Ave Ste 2274, San Diego, CA 92123

Contract Date: April 2022

**Contract Amount:** \$10M

**Requirements of Contract:**

Pipeline assessment and replacement eliminated a major risk for the County as the old pipeline was heavily deteriorated and segments were precariously placed in residential zones; Implement upgrades to water system; Comprehensive inspection program on 459 miles of sewer collection system; System-wide risk reduction, CIP planning, management, and funding using PowerBI; Vulnerability assessments of stream crossings

**Company Name:** San Diego County Water Authority | Regional Stormwater Capture Feasibility Study

**Contact Name and Phone Number:** Nathan Faber, P.E., Principal Engineer | (858) 522-6743

**Contact Email:** NFaber@sdewa.org

**Address:** 4677 Overland Ave, San Diego, CA 92123

**Contract Date:** April 2021

**Contract Amount:** \$75K

**Requirements of Contract:**

professional services to conduct a study to examine up to three key stormwater capture and use scenarios, and characterize their costs per acre-foot of storage, probabilistic risk, and probabilistic benefit in order to better understand the feasibility of these options from a water supply perspective.

**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: Allied Geotechnical
Contact Name and Phone Number: Sani Sutanto, President; (619) 449-5900
Contact Email: s\_sutanto@alliedgeo.org
Address: 9500 Cuyamaca Street, Suite 102
Contract Date: Following award of contract to Black & Veatch Corporation
Contract Amount: TBD
Requirements of Contract: Geotechnical Services
What portion of work will be assigned to this subcontractor: .5%

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

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

**K. STATEMENT OF AVAILABLE EQUIPMENT:**

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

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

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

Pledge of Compliance Initial submission.

OR

Update to prior Pledge of Compliance dated mm/dd/yyyy

**Complete all questions and sign below.**

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

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

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

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

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

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

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



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

Kevin N. Davis, Vice President  
Name and Title

  
Signature

June 10, 2024  
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.

**DIRECTORS:**

First Name	Middle Name	Last Name
Michael		Williams

**OFFICERS:**

Last Name	First Name	Middle Name	Executive Status
Aillet	Joe	R.	Associate Vice President
Almeida	Shaun		Associate Vice President
Andry	Ted	R.	Senior Vice President
Araoz	Carlos	E.	Vice President
Archer	Alan	R	Associate Vice President
Assaf	Ali		Vice President
Azar	<b>Mario</b>		<b>CEO</b>
Azer	Rick	E	Associate Vice President
Bache	Stephanie	Lolitia	Vice President
Baker	Brett	A.	Vice President
Bair	Jeffrey	M	Associate Vice President
Barth	Peter	M	Associate Vice President
Beattie	Brendon	W	Associate Vice President
Bernica	Andrea	Colette	President & Assistant Secretary

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.

Kevin N. Davis, Vice President



June 10, 2024

Print Name, Title

Signature

Date

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

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

<b>Beste</b>	Marie-Renee		Associate Vice President
<b>Blair</b>	Georgeann	M.	Associate Vice President
<b>Blanton</b>	Megan		Associate Vice President
<b>Boersma</b>	Paul	M.	Vice President
<b>Borchers</b>	Michael		Associate Vice President
<b>Borst</b>	Robert	S	Associate Vice President
<b>Bowers</b>	Stephen	Paul	Associate Vice President
<b>Bramson</b>	Ian	Gerald	Vice President
<b>Braun</b>	Kristen		Associate Vice President
<b>Breckenridge</b>	William	R.	Vice President
<b>Brill</b>	David	J.	Vice President
<b>Brown</b>	Curtis	G.	Vice President
<b>Brown</b>	Chad	Evin	Associate Vice President
<b>Burger</b>	Brent	B.	Senior Vice President
<b>Burklund</b>	Jennifer	M	Vice President
<b>Burns</b>	Nicholas	L.	Associate Vice President
<b>Cadena</b>	Ignacio		Associate Vice President
<b>Cambridge</b>	Derek	L.	Vice President
<b>Carlson</b>	David	J.	Vice President
<b>Carpenter</b>	Suzenne	G	Associate Vice President

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Kevin N. Davis, Vice President



June 10, 2024

Print Name, Title

Signature

Date



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

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

Casey	Shawn	P	Associate Vice President
Chai	Christina Cheryl		Vice President
Chaudhary	Narsingh Parsuram		President – Asia Pacific
Cherian	Shibu		Vice President
Cherry	Scean		Associate Vice President
Clark	James	H.	Senior Vice President
Clark	Larry	S.	Senior Vice President
Cheslek	Heather	A	Associate Vice President
Clearwaters	Brian	C.	Associate Vice President
Clegg	Barry	D.	<b>President – B&amp;V Operations</b>
Clifford	Michael	J	Associate Vice President
Cogan	Sara	A.	Vice President
Coggins	Jeffrey	Dale	Vice President
Coleman	Tiffany	A.	Associate Vice President
Coletta	Vincent		Vice President
Colgrove	Kelsey	W	Associate Vice President
Conradt	Joseph	P.	Associate Vice President
Cosgrove	Eric	P.	Vice President
Currence	Kevin	L.	Associate Vice President
Currie	James	DM	Associate Vice President
Davis	Spencer	L.	Associate Vice President

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

Kevin N. Davis, Vice President



June 10, 2024

Print Name, Title

Signature

Date

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

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

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

Davis	Kevin	N.	Vice President
Day	David	A	Associate Vice President
DeBarbadillo	Christine		Associate Vice President
Deekan	Matthew		Associate Vice President
DeGeeter	Scott Joseph		Vice President
Dittus	Mark	H	Associate Vice President
Divito	Jennifer	M	Executive Vice President
Dominguez Argueta	Rene	A.	Associate Vice President
Doull	James	D.	Executive Vice President
Draper	Derrick	D	Associate Vice President
Du	Jun		Associate Vice President
Dudley	William	T.	Vice President
Duff	Bruce	Gordon	Vice President
Dunham	Jonathan	Leonard	Associate Vice President
Dulan III	Silas	S	Associate Vice President
Easley	Stacia	L	Vice President
Edsall	Todd	L.	Senior Vice President
Elbert	Ryan	J.	Senior Vice President
Elenbaas	Michael	K	Associate Vice President

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

Kevin N. Davis, Vice President



June 10, 2024

Print Name, Title

Signature

Date



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

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

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

<b>Erdal</b>	Zeynep	Kisoglu	Associate Vice President
<b>Evans</b>	Aaron		Associate Vice President
<b>Falcon</b>	Oscar	Eduardo	Senior Vice President
<b>Fanning</b>	Jason	Michael	Associate Vice President
<b>Faris</b>	Benjamin		Associate Vice President
<b>Fawcett</b>	Stephen	T.	Vice President
<b>Feickert</b>	Jon	R.	Associate Vice President
<b>Felski</b>	John	W.	Senior Vice President
<b>Frias</b>	Rafael	E.	Vice President
<b>Friesz</b>	James	Dustin	Associate Vice President
<b>Gake</b>	Mark	A.	Associate Vice President
<b>Galdo</b>	Stephen	M.	Associate Vice President
<b>Gaston</b>	Eric	K.	Vice President
<b>George</b>	Hyleme		Vice President
<b>Gerhart</b>	Brett	A.	Associate Vice President
<b>Gibbs</b>	Stephen	M.	Senior Vice President
<b>Gibson</b>	Robbie		Associate Vice President
<b>Gilson</b>	Allan	G.	Associate Vice President
<b>Ginn</b>	Donnie	H.	Senior Vice President
<b>Glasgow</b>	James	J	Associate Vice President
<b>Goff</b>	Michael	K.	Vice President
<b>Goff</b>	Michael	J	Associate Vice President

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

Kevin N. Davis, Vice President



June 10, 2024

Print Name, Title

Signature

Date



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

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

<b>Goldwasser</b>	Sean	M.	Vice President
<b>Goswami</b>	Rochman		Vice President
<b>Green</b>	Bently	C	Associate Vice President
<b>Greer</b>	John	B.	Vice President
<b>Griffin</b>	Donnie	R.	Vice President
<b>Guthrie</b>	Jarrold		Vice President
<b>Haas</b>	Keith	A	Associate Vice President
<b>Hansen</b>	Andrew	J	Associate Vice President
<b>Hardin</b>	Bradley	Spencer	Senior Vice President
<b>Harji</b>	Hiralal Ramji		Associate Vice President
<b>Harper</b>	Michael	M.	Vice President
<b>Harris</b>	David	Keith	Vice President
<b>Hattle</b>	Gary	R.	Vice President
<b>Hays</b>	Brady	F.	Senior Vice President
<b>Healey</b>	James		Vice President
<b>Hinkle</b>	Kevin	Thomas	Associate Vice President
<b>Hirner</b>	Cary	R	Associate Vice President
<b>Hoffman Jr</b>	William	L.	Associate Vice President
<b>Hoffman</b>	Angela	Lungren	Senior Vice President
<b>Hoog</b>	Reggie	L.	Vice President
<b>Hogan</b>	Patrick	Gerard	<b>President – Chief Client Officer</b>

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.

Kevin N. Davis, Vice President



June 10, 2024

Print Name, Title

Signature

Date

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

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

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

<b>Horne</b>	Richard	D	Associate Vice President
<b>Huang</b>	Xiaoyong		Vice President
<b>Hueste</b>	Christopher	C	Associate Vice President
<b>Huggins</b>	Roosevelt	R.	Vice President
<b>Hughes</b>	Sarah	B	Associate Vice President
<b>Hull</b>	Jesse	J.	Senior Vice President
<b>Huston</b>	Patrick		Associate Vice President
<b>Inman</b>	Julie	A	Associate Vice President
<b>Jackson</b>	Lisa	A.	Vice President
<b>Jacober</b>	Richard	I.	Executive Vice President
<b>Janik</b>	Richard	J.	Vice President
<b>Johnson</b>	David		Associate Vice President
<b>Johnson</b>	John	H.	Senior Vice President
<b>Johnson</b>	Joshua	S.	Vice President
<b>Johnson</b>	Joy	Delaine	Senior Vice President
<b>Johnson</b>	Kathleen		Associate Vice President
<b>Joyce</b>	George		Associate Vice President
<b>Kasarabada</b>	Ajay	N	Associate Vice President
<b>Keller</b>	John	A	Associate Vice President
<b>Kinner</b>	Scott	D.	Vice President

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

Kevin N. Davis, Vice President



June 10, 2024

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**City of San Diego  
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Klausner	Christopher	J.	Associate Vice President
Kneitz	Paul	R.	Associate Vice President
Koch	David	S.	Associate Vice President
Krage	Ronald	G.	Associate Vice President
Kringen	Kent	R.	Associate Vice President
Kropf	Kyle	M.	Associate Vice President
Kryzstofik	Mathew		Associate Vice President
Kuhlmann	Kristi	L	Associate Vice President
Kurtz	Jeffrey	E.	Vice President
Lackey	Kent	Allen	Senior Vice President
Ladd	Jonathan	S	Associate Vice President
Lal	Kavita	D	Associate Vice President
Lasher	Joshua		Associate Vice President
LeBlanc	Daniel	K	Associate Vice President
Lee	Thomas	W	Associate Vice President
Lewis	Arron	L.	Vice President
Li	Tengjie		Vice President
Lichty	Craig		Vice President
Lindsay	Paul	J.	Associate Vice President
Lovan	Kimberly	M	Associate Vice President

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<b>Lovinelli Jr.</b>	Frank	R.	Associate Vice President
<b>Ludwig</b>	Kevin	P.	Vice President
<b>Mahendran</b>	Joseph	A.	Associate Vice President
<b>Mandelbaum</b>	Bryan	R	Associate Vice President
<b>Marshall</b>	John	W.	Vice President
<b>Mather</b>	Lee	R.	Vice President
<b>McCarthy</b>	David	A	Associate Vice President
<b>McCure</b>	Michael	S	Associate Vice President
<b>Meck</b>	Steven	Edward	President
<b>Meegan</b>	Jennifer	L.	Senior Vice President
<b>Mehlin</b>	Jeff		Vice President
<b>Menon</b>	Rajiv	Vasudevan	Vice President
<b>Mentzer</b>	Loretta	Harms	Associate Vice President
<b>Merjaneh</b>	Youssef		Senior Vice President
<b>Mickells</b>	Adrienne	L.	Vice President
<b>Miller</b>	Paul	M.	Vice President
<b>Miller</b>	David	D.	Vice President
<b>Mitchell</b>	Charles	B.	Vice President
<b>Moghe</b>	Hrishikesh	P.	Associate Vice President
<b>Mueller</b>	Christopher	G.	Vice President
<b>Murphy</b>	Christopher	James	Associate Vice President

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<b>Murphy</b>	Christopher	James	Associate Vice President
<b>Nagarah</b>	Christopher		Associate Vice President
<b>Neal</b>	Michael		Vice President
<b>Neemann</b>	Jeff	J.	Vice President
<b>Nero</b>	Sherry	L.	Associate Vice President
<b>Nichols</b>	John	H	Associate Vice President
<b>O'Leary</b>	Ian		Associate Vice President
<b>Olivarez</b>	Darin		Associate Vice President - Treasurer
<b>O'Neill</b>	Patrick	A.	Vice President
<b>Oksuz</b>	Faruk		Vice President
<b>Oppeau</b>	Todd	S	Associate Vice President
<b>Orth</b>	<b>Michael</b>	<b>G.</b>	<b>President – Government &amp; Environment</b>
<b>Osborne</b>	James	Michael	Associate Vice President
<b>Parish</b>	David	J.	Vice President
<b>Pattani</b>	Anand	P	Vice President
<b>Pelissero</b>	Patrick	J	Associate Vice President
<b>Perkins</b>	Richard	L	Associate Vice President
<b>Petz</b>	Carl	F.	Vice President
<b>Pirrello</b>	Colleen	R	Associate Vice President

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<b>Pletka</b>	Ryan	J.	Vice President
<b>Podrebarac</b>	Marijan		Associate Vice President
<b>Poduval</b>	Deepa		Senior Vice President
<b>Poetter</b>	Frederick	M.	Vice President
<b>Quddas</b>	Kashruzzaman		Associate Vice President
<b>Quinn</b>	Danny	J	Associate Vice President
<b>Rapavi</b>	David	M	Associate Vice President
<b>Reigner</b>	Walter	R	Vice President
<b>Robinson</b>	Clinton	O.	Associate Vice President
<b>Robinson</b>	Brian		Associate Vice President
<b>Roesle</b>	Scott	E.	Associate Vice President
<b>Ross</b>	Brydon		Associate Vice President
<b>Rowell</b>	Jason	M.	Vice President
<b>Rudicel</b>	Heather	A.	Associate Vice President
<b>Sanchez</b>	Carlos		<b>President- Global Advisory</b>
<b>Schieber</b>	Leon	A.	Associate Vice President
<b>Schlaman</b>	James	C.	Associate Vice President
<b>Schultz</b>	Katherine	E.	Vice President
<b>Scrivens</b>	Michael		Vice President
<b>Scupham</b>	Samuel		Vice President
<b>Sengupta</b>	Siddhartha		Associate Vice President
<b>Serafin</b>	Michael	J.	Associate Vice President

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<b>Shafer</b>	Jennifer	E	Vice President
<b>Shaw</b>	Andrew	R.	Associate Vice President
<b>Shaw</b>	Stuart	K.	Senior Vice President
<b>Siegrist</b>	A.	Dean	Associate Vice President
<b>Sigman</b>	Jay	R.	Associate Vice President
<b>Simmons</b>	David	M	Associate Vice President
<b>Small</b>	Keith	D.	Associate Vice President
<b>Smith</b>	Jeffrey		Vice President
<b>Stamm</b>	Jeffrey	J.	Senior Vice President
<b>Stanek</b>	Julie	M	Associate Vice President
<b>Steichen</b>	Mark	T.	Associate Vice President
<b>Stith</b>	Paul		Associate Vice President
<b>Strawn</b>	David	L.	Vice President
<b>Strayer</b>	James		Vice President
<b>Stromwall</b>	Joe		Associate Vice President
<b>Talib</b>	Javid	H.	Vice President
<b>Tassone</b>	Kimberly	L.	Associate Vice President
<b>Temple</b>	Karen	M	Associate Vice President
<b>Thakur</b>	Brahmendra		Associate Vice President
<b>Thomas</b>	Matthew	Lee	Associate Vice President
<b>Thompson</b>	Drew	S	Associate Vice President
<b>Timberlake</b>	Erin	E	Associate Vice President
<b>Traister</b>	Robert	Lee	Vice President

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<b>Uhlmansiek</b>	Steve		Vice President
<b>Usher</b>	Michelle	R.	Associate Vice President
<b>Van Der Merwe</b>	Schalk		Associate Vice President
<b>Veerapaneni</b>	Srinivas		Associate Vice President
<b>Von Lazar</b>	<b>Laszlo</b>		<b>President – Energy &amp; Process</b>
<b>Wang</b>	Suqing		Vice President
<b>Weber</b>	Cathy	A.	Senior Vice President
<b>Wells</b>	William	J.	Vice President
<b>Welp</b>	James	E.	Senior Vice President
<b>Werner</b>	Katie	M	Vice President
<b>Widmer</b>	Jerry	J	Associate Vice President
<b>Wielage</b>	Scott	D.	Associate Vice President
<b>Winger</b>	James	G	Associate Vice President
<b>Wilkinson</b>	Christopher	M.	Associate Vice President
<b>Williams</b>	<b>Michael</b>		<b>President &amp; Chief Financial Officer</b>
<b>Williams</b>	William	D	Associate Vice President
<b>Williams</b>	Steven	D.	Vice President
<b>Wilson</b>	Gordon		Associate Vice President
<b>Winterman</b>	Richard	J	Associate Vice President

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<b>Worlton</b>	Michael	Adam	Associate Vice President
<b>Young</b>	Nathan	Allen	Vice President
<b>Yu</b>	Yi		Associate Vice President
<b>Zeka</b>	Cherie	D.	Associate Vice President
<b>Zhou</b>	Minjian		Vice President
<b>Zhu</b>	Edward	D.	Associate Vice President
<b>Zoller</b>	Jason	A.	Vice President

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City of San Diego  
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Company Name: Artemis Environmental

Contact Name and Phone Number: Julie Ogilvie, President; (412) 353-0197

Contact Email: artemis-environmental.com

Address: 3612 Bayview Place, Carlsbad, CA 92010

Contract Date: Following award of contract to Black & Veatch Corporation

Contract Amount: TBD

Requirements of Contract: Environmental & Permitting

What portion of work will be assigned to this subcontractor: .01%

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

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Company Name: Blue Lake Civil

Contact Name and Phone Number: Margaret Witt, PE, President; (857) 253-8684

Contact Email: maggie.witt@bluelakecivil.com

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

Contract Date: Following award of contract to Black & Veatch Corporation

Contract Amount: TBD

Requirements of Contract: Stormwater Engineering

What portion of work will be assigned to this subcontractor: .5%

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

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Kevin N. Davis, Vice President



June 10, 2024

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Signature

Date

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City of San Diego  
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Company Name: C-Below

---

Contact Name and Phone Number: X

---

Contact Email: X

---

Address: 14280 Euclid Ave, Chino, CA 91710

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Contract Date: Following award of contract to Black & Veatch Corporation

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Contract Amount: TBD

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Requirements of Contract: Potholing/Utility Investigation

---


What portion of work will be assigned to this subcontractor: .01%

---

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

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Kevin N. Davis, Vice President  
Print Name, Title

  
Signature

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Company Name: Chen Ryan Associates

Contact Name and Phone Number: Scott Cartwright, PE, Senior Engineer; (858) 408-5183

Contact Email: scartwright@cramobility.com

Address: 3900 5th Ave, Ste 310, San Diego, CA 92103

Contract Date: Following award of contract to Black & Veatch Corporation

Contract Amount: TBD

Requirements of Contract: Traffic Control & ADA Compliance

What portion of work will be assigned to this subcontractor: .5%

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

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Company Name: CPM Partners

Contact Name and Phone Number: Maribel R. Janecek, President; (562) 365-4969

Contact Email: maribel@cpm-partners.com

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

Contract Date: Following award of contract to Black & Veatch Corporation

Contract Amount: TBD

Requirements of Contract: Cost Estimating

What portion of work will be assigned to this subcontractor: .5%

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

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Company Name: Craftwater Engineering

Contact Name and Phone Number: Merrill Taylor, Senior Project Manager; (801) 380-6498

Contact Email: merrill.taylor@craftwaterinc.com

Address: 11026 Caminito Vista Pacifica, San Diego, CA 92131

Contract Date: Following award of contract to Black & Veatch Corporation

Contract Amount: TBD

Requirements of Contract: Hydrology/ Hydraulics

What portion of work will be assigned to this subcontractor: .01%

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

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Company Name: Cvaldo

Contact Name and Phone Number: Mike Cairns, Principal; (858) 866-0128

Contact Email: mikec@cvaldo.com

Address: 2255 Avenida de la Playa, Ste 5, La Jolla, CA 92037

Contract Date: Following award of contract to Black & Veatch Corporation

Contract Amount: TBD

Requirements of Contract: Stormwater Engineering

What portion of work will be assigned to this subcontractor: .01%

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

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Company Name: D-Max Engineering

Contact Name and Phone Number: John Quenzer, Principal Scientist; (619) 742-1055

Contact Email: jquenzer@dmmaxinc.com

Address: 5440 Morehouse Drive, Ste 4500, San Diego, CA 92121

Contract Date: Following award of contract to Black & Veatch Corporation

Contract Amount: TBD

Requirements of Contract: Stormwater Engineering

What portion of work will be assigned to this subcontractor: .01%

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

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Company Name: Epic Land Solutions

Contact Name and Phone Number: Kent Carpenter, MAI, Senior Appraiser; (619) 787-7891

Contact Email: kcarpenter@epicland.com

Address: 1971 W 190th Street, Ste 100, Torrance, CA 90504

Contract Date: Following award of contract to Black & Veatch Corporation

Contract Amount: TBD

Requirements of Contract: ROW & Utility Coordination

What portion of work will be assigned to this subcontractor: .01%

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

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Print Name, Title Signature Date



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Company Name: Harris & Associates

Contact Name and Phone Number: Jason Caprio, PE, PMP, Director; (661) 319-9251

Contact Email: jason.caprio@weareharris.com

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

Contract Date: Following award of contract to Black & Veatch Corporation

Contract Amount: TBD

Requirements of Contract: Stormwater Engineering

What portion of work will be assigned to this subcontractor: 30%

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

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Company Name: KDA Landscape Architecture

Contact Name and Phone Number: Kathryn Kanaan, President/CEO; (619) 840-5174

Contact Email: kathryn@kda-landscapearchitects.com

Address: 325 7th Ave, Unit 214, San Diego, CA 92101

Contract Date: Following award of contract to Black & Veatch Corporation

Contract Amount: TBD

Requirements of Contract: Landscape Architecture

What portion of work will be assigned to this subcontractor: .01%

Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Check 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.

Kevin N. Davis, Vice President		June 10, 2024
Print Name, Title	Signature	Date

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

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

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

Company Name: La Salle Solutions

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

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Contact Email: drlasalle@lasallecm.com

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

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Contract Date: Following award of contract to Black & Veatch Corporation

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Contract Amount: TBD

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Requirements of Contract: Constructability Reviews

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What portion of work will be assigned to this subcontractor: .01%

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

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June 10, 2024

Print Name, Title

Signature

Date

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

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

Company Name: O'Day Consultants

Contact Name and Phone Number: Keith Hansen, PE, Project Manager; (760) 931-7700

Contact Email: keithh@odayconsultants.com

Address: 2710 Loker Ave, Ste 100, Carlsbad, CA 92010

Contract Date: Following award of contract to Black & Veatch Corporation

Contract Amount: TBD

Requirements of Contract: General Civil & Surveying

What portion of work will be assigned to this subcontractor: .01%

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

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Kevin N. Davis, Vice President



June 10, 2024

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

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Company Name: RECON Environmental
Contact Name and Phone Number: Michael Page, Principal; (619 308-9333)
Contact Email: mpage@reconenvironmental.com
Address: 3111 Camino Rio N, Ste 600, San Diego, CA 92108
Contract Date: Following award of contract to Black & Veatch Corporation
Contract Amount: TBD
Requirements of Contract: Environmental & Permitting
What portion of work will be assigned to this subcontractor: .01%
Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Check One) Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

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.

Kevin N. Davis, Vice President  
 \_\_\_\_\_  
 Print Name, Title

*Kevin N. Davis*  
 \_\_\_\_\_  
 Signature

June 10, 2024  
 \_\_\_\_\_  
 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: Yen Tu

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Contact Name and Phone Number: Yen Tu; (619) 417-5993

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Contact Email: Yentu2@gmail.com

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Address: 11074 Roxboro Road, San Diego, CA 92131

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Contract Date: Following award of contract to Black & Veatch Corporation

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Contract Amount: TBD

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Requirements of Contract: Public Outreach

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What portion of work will be assigned to this subcontractor: .5%

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

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Kevin N. Davis, Vice President



June 10, 2024

Print Name, Title

Signature

Date

Contractor  
Page

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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: RNT Architects

Contact Name and Phone Number: Joe Mansfield; (619) 235-7376

Contact Email: mansfield@rntarchitects.com

Address: 845 15th Street, Suite 500, San Diego CA 92101

Contract Date: Following award of contract to Black & Veatch Corporation

Contract Amount: TBD

Requirements of Contract: Architecture

What portion of work will be assigned to this subcontractor: .5%

Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Check 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.

Kevin N. Davis, Vice President



June 10, 2024

Print Name, Title

Signature

Date

Contractor  
Page

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**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: CA20240001 12/20/2024

Superseded General Decision Number: CA20230001

State: California

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

County: San Diego County in California.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 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 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at

Modification Number	Publication Date
0	01/05/2024
1	01/12/2024
2	02/09/2024
3	02/23/2024
4	04/05/2024
5	04/12/2024
6	05/24/2024
7	07/05/2024
8	07/26/2024
9	08/09/2024
10	08/16/2024
11	09/06/2024
12	10/18/2024
13	11/08/2024
14	11/22/2024
15	12/06/2024
16	12/20/2024

ASBE0005-002 09/01/2023

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 49.58	25.27
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....	\$ 36.97	20.36

ASBE0005-004 07/04/2022

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

BOIL0092-003 01/01/2024

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

BRCA0004-008 11/01/2023

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

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BRCA0018-004 06/01/2023

	Rates	Fringes
MARBLE FINISHER.....	\$ 40.21	15.23
TILE FINISHER.....	\$ 34.78	13.64
TILE LAYER.....	\$ 48.29	19.18

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BRCA0018-010 09/01/2023

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 39.95	14.65
TERRAZZO WORKER/SETTER.....	\$ 47.85	15.14

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CARP0213-003 07/01/2021

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

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CARP0619-002 07/01/2021

	Rates	Fringes
Drywall		
(2) All other work		
Drywall Installer/Lather...	\$ 42.80	16.28
Drywall Stocker/Scrapper...	\$ 23.07	8.62

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CARP0619-003 07/01/2021

	Rates	Fringes
CARPENTER		
(1) Bridge.....	\$ 51.53	16.28
(2) Commercial Building....	\$ 46.30	16.28
(3) Heavy & Highway.....	\$ 51.40	16.28
(4) Residential Carpenter..	\$ 38.47	16.28
(5) Residential		
Insulation Installer.....	\$ 24.16	15.76
PILEDRIVERMAN.....	\$ 51.53	16.28

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CARP0619-004 07/01/2021

	Rates	Fringes
Diver		
(1) Wet.....	\$ 831.20	16.28
(2) Standby.....	\$ 444.24	16.28
(3) Tender.....	\$ 436.24	16.28
(4) Assistant Tender.....	\$ 412.24	16.28

Amounts in "'Rates' column are per day

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CARP0721-001 07/01/2021

	Rates	Fringes
Modular Furniture Installer.....	\$ 21.85	7.15

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CARP1607-004 07/01/2021

	Rates	Fringes
MILLWRIGHT.....	\$ 51.90	16.48

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ELEC0569-001 06/01/2024

	Rates	Fringes
Electricians (Tunnel Work)		
Cable Splicer.....	\$ 60.30	17.84
Electrician.....	\$ 59.46	17.81
Electricians: (All Other Work, Including 4 Stories Residential)		
Cable Splicer.....	\$ 53.60	17.64
Electrician.....	\$ 52.85	17.62

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ELEC0569-004 06/03/2024

	Rates	Fringes
ELECTRICIAN (Sound & Communications Sound Technician).....	\$ 43.78	15.39
<p>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.</p>		

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ELEC0569-005 06/03/2024

	Rates	Fringes
Sound & Communications		
Sound Technician.....	\$ 43.78	15.39
<p>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</p>		



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 06/06/2022

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.....	\$ 38.67	9.11
Utility Technician #2.....	\$ 30.10	8.85

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 06/01/2024

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

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 ELEC1245-001 06/01/2024

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 70.16	24.46
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 53.30	22.01
(3) Groundman.....	\$ 40.76	21.51
(4) Powderman.....	\$ 51.87	18.79

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

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 ELEV0018-001 01/01/2024

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 66.63	37.885+a+b

FOOTNOTE:

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

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

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 ENGI0012-004 08/01/2024

	Rates	Fringes
OPERATOR: Power Equipment (DREDGING)		
(1) Leverman.....	\$ 64.10	38.75
(2) Dredge dozer.....	\$ 58.13	38.75
(3) Deckmate.....	\$ 58.02	38.75
(4) Winch operator (stern winch on dredge).....	\$ 57.47	38.75
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 56.93	38.75
(6) Barge Mate.....	\$ 57.54	38.75

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 ENGI0012-024 07/01/2023

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1.....	\$ 53.90	32.80
GROUP 2.....	\$ 54.68	32.80
GROUP 3.....	\$ 54.97	32.80
GROUP 4.....	\$ 56.46	32.80
GROUP 6.....	\$ 56.68	32.80
GROUP 8.....	\$ 56.79	32.80
GROUP 10.....	\$ 56.91	32.80
GROUP 12.....	\$ 57.08	32.80
GROUP 13.....	\$ 57.18	32.80
GROUP 14.....	\$ 57.21	32.80
GROUP 15.....	\$ 57.29	32.80
GROUP 16.....	\$ 57.41	32.80
GROUP 17.....	\$ 57.58	32.80
GROUP 18.....	\$ 57.68	32.80
GROUP 19.....	\$ 57.79	32.80
GROUP 20.....	\$ 57.91	32.80
GROUP 21.....	\$ 58.08	32.80
GROUP 22.....	\$ 58.18	32.80
GROUP 23.....	\$ 58.29	32.80
GROUP 24.....	\$ 58.41	32.80
GROUP 25.....	\$ 58.58	32.80

OPERATOR: Power Equipment  
(Cranes, Piledriving &  
Hoisting)

GROUP 1.....	\$ 55.25	32.80
GROUP 2.....	\$ 56.03	32.80
GROUP 3.....	\$ 56.32	32.80
GROUP 4.....	\$ 56.46	32.80
GROUP 5.....	\$ 56.68	32.80
GROUP 6.....	\$ 56.79	32.80
GROUP 7.....	\$ 56.91	32.80
GROUP 8.....	\$ 57.08	32.80
GROUP 9.....	\$ 57.25	32.80
GROUP 10.....	\$ 58.25	32.80
GROUP 11.....	\$ 59.25	32.80
GROUP 12.....	\$ 60.25	32.80
GROUP 13.....	\$ 61.25	32.80

OPERATOR: Power Equipment  
(Tunnel Work)

GROUP 1.....	\$ 55.75	32.80
GROUP 2.....	\$ 56.53	32.80
GROUP 3.....	\$ 56.82	32.80
GROUP 4.....	\$ 56.96	32.80
GROUP 5.....	\$ 57.18	32.80
GROUP 6.....	\$ 57.29	32.80
GROUP 7.....	\$ 57.41	32.80

PREMIUM PAY:

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

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

GROUP 2: Asphalt-rubber plant operator (nurse tank operator);Coil Tubing Rig Operator, Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Direct Push Operator (Geoprobe or similar types) Drilling machine operator, small auger types (Texoma super 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 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 finisher, curb or gutter (concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar types; Cable Bundling Machine Operator (excluding handheld); Cable Trenching Machine Operator (Spider Plow or similar types) Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment

robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; RCM Cementing Unit Operator, Rail/Switch Grinder Operator (Harsco or similar types) Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity); Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-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 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth- moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self-loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

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

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

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

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

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

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

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

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

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

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)



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

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

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

#### CRANES, 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.);

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc) ; Tower crane operator and tower gantry

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

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

#### TUNNEL CLASSIFICATIONS

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

GROUP 2: Power-driven jumbo form setter operator

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

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

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

#### ENGINEERS ZONES

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

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N,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 RECEIVES BASE RATE

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IRON0229-001 01/01/2024

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 42.53	26.26
Ornamental, Reinforcing and Structural.....	\$ 47.45	34.90

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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LAB00089-001 07/01/2022

	Rates	Fringes
LABORER (BUILDING and all other Residential Construction)		
Group 1.....	\$ 37.68	22.44
Group 2.....	\$ 38.37	22.44
Group 3.....	\$ 39.12	22.44
Group 4.....	\$ 39.98	22.44
Group 5.....	\$ 41.60	22.44
LABORER (RESIDENTIAL CONSTRUCTION - See definition below)		
(1) Laborer.....	\$ 35.58	20.77
(2) Cleanup, Landscape, Fencing (Chain Link & Wood).	\$ 34.29	20.77

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

GROUP 2: Asphalt Shoveler; Cement Dumper (on 1 yard or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute man, pouring concrete, the handling of the cute from ready mix trucks, such as walls, slabs, decks, floors, foundations, footings, curbs, gutters and sidewalks; Concrete curer-impervious membrane and form oiler; Cutting torch operator (demoliton); Guinea chaser; Headboard man-asphlt; Laborer, packing rod steel and pans; membrane vapor barrier installer; Power broom sweepers (small); Riiprap, stonepaver, placing

stone or wet sacked concrete; Roto scraper and tiller; Tank sealer and cleaner; Tree climber, faller, chain saw operator, Pittsburgh Chipper and similar type brush shredders; Underground laborers, including caisson bellower

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, line caustic and similar type materials (applying means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operators of pneumatic, gas, electric tools, vibrating machines, pavement breakers, air blasting, come-along, and similar mechanical tools not separately classified herein; Pipelayers back up man coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rotary Scarifier or multiple head concrete chipping scarifier; Steel header board man and guideline setter; Tampers, Barko, Wacker and similar type; Trenching machine, handpropelled

GROUP 4: Asphalt raker, luterman, ironer, asphalt dumpman and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), Grinder or sander; Concrete saw man; cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Laser beam in connection with laborer's work; Oversize concrete vibrator operator 70 pounds and over; Pipelayer performing all services in the laying, installation and all forms of connection of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit, and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid, gas, air or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzlemán), 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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LAB00089-002 11/01/2024

	Rates	Fringes
LABORER (MASON TENDER).....	\$ 40.70	21.83

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LAB00089-004 07/01/2022

HEAVY AND HIGHWAY CONSTRUCTION

	Rates	Fringes
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Laborers:

Group 1.....	\$ 38.80	22.44
Group 2.....	\$ 39.27	22.44
Group 3.....	\$ 39.72	22.44
Group 4.....	\$ 40.62	22.44
Group 5.....	\$ 43.58	22.44

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, making of joints, sealing, caulking, diapering including rubber gasket joints, pointing and other services). Power Post Hole Digger, Rotary Scarifier (multiple head concrete chipper scarifier), Rock Slinger, Shot Blast equipment (8 to 48 inches), Steel Headerboard Man and Guideline Setter, 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, Prefabricated Manhole Installer, Sandblast Nozzlemaker (Water Blasting-Porta Shot Blast), Traffic Lane Closure.

GROUP 5: Blasters Powderman-All work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Horizontal directional driller, Boring system, Electronic tracking, Driller: all power drills excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and all other types of mechanical drills without regard to form of motive power. Environmental remediation, Monitoring well, Toxic waste and Geotechnical driller, Toxic waste removal. Welding in connection with Laborer's work.

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 LAB00300-005 07/01/2024

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 43.88	25.13

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.

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 LAB00345-001 07/01/2022

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 48.50	21.37
GROUP 2.....	\$ 47.55	21.37
GROUP 3.....	\$ 44.01	21.37

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bos'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing guniting and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid

on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0" above base level and which work must be performed in whole or in part more than 75'-0" above base level, that work performed above the 75'-0" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

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LAB01184-001 07/01/2022

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 40.69	18.25
(2) Vehicle Operator/Hauler.	\$ 40.86	18.25
(3) Horizontal Directional Drill Operator.....	\$ 42.71	18.25
(4) Electronic Tracking Locator.....	\$ 44.71	18.25
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 41.90	21.32
GROUP 2.....	\$ 43.20	21.32
GROUP 3.....	\$ 45.21	21.32
GROUP 4.....	\$ 46.95	21.32

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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LAB01414-003 08/03/2022

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER....	\$ 38.92	23.32
PLASTER TENDER.....	\$ 41.47	23.32

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 07/01/2023

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Repaint (excludes San Diego County).....	\$ 29.59	17.12
(2) All Other Work.....	\$ 38.52	18.64

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.

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PAIN0036-010 09/01/2024

	Rates	Fringes
DRYWALL FINISHER/TAPER		
(1) Building & Heavy Construction.....	\$ 43.59	24.80
(2) Residential Construction (Wood frame apartments, single family homes and multi-duplexes up to and including four stories).....	\$ 32.27	14.70

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PAIN0036-012 10/01/2024

	Rates	Fringes
GLAZIER.....	\$ 52.90	22.16

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PAIN0036-019 01/01/2024

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 38.77	18.62

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PLAS0200-005 08/03/2022

	Rates	Fringes
PLASTERER.....	\$ 47.37	19.64

NORTH ISLAND NAVAL AIR STATION, COLORADO NAVAL AMPHIBIOUS  
BASE, IMPERIAL BEACH NAVAL AIR STATION: \$3.00 additional  
per hour.

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PLAS0500-001 07/01/2018

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
GROUP 1.....	\$ 26.34	19.77
GROUP 2.....	\$ 27.99	19.77
GROUP 3.....	\$ 30.07	21.12

CEMENT MASONS - work inside the building line, meeting the following criteria:

GROUP 1: Residential wood frame project of any size; work classified as Type III, IV or Type V construction; interior tenant improvement work regardless the size of the project; any wood frame project of four stories or less.

GROUP 2: Work classified as type I and II construction

GROUP 3: All other work

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PLUM0016-006 09/01/2024

	Rates	Fringes
PLUMBER, PIPEFITTER, STEAMFITTER		
Camp Pendleton; Vandenberg Air Force Base.....	\$ 61.68	26.51
Work ONLY on new additions and remodeling of commercial buildings, bars, restaurants, and stores not to exceed 5,000 sq. ft. of floor space.....	\$ 53.51	25.28
Work ONLY on strip malls, light commercial, tenant improvement and remodel work.....	\$ 44.24	23.96
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.....\$ 59.48 26.61

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PLUM0016-011 09/01/2024

Rates Fringes

PLUMBER/PIPEFITTER  
Residential.....\$ 47.05 22.53

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PLUM0345-001 09/01/2023

Rates Fringes

PLUMBER  
Landscape/Irrigation Fitter.\$ 40.20 25.90  
Sewer & Storm Drain Work....\$ 44.29 23.28

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\* ROOF0045-001 07/01/2024

Rates Fringes

ROOFER.....\$ 42.80 12.64

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SFCA0669-001 04/01/2024

Rates Fringes

SPRINKLER FITTER.....\$ 49.19 26.30

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SHEE0206-001 07/01/2023

Rates Fringes

SHEET METAL WORKER  
Camp Pendleton.....\$ 50.20 30.80  
Except Camp Pendleton.....\$ 48.20 30.80  
Sheet Metal Technician.....\$ 36.21 10.24

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 07/01/2024

Rates Fringes

Truck drivers:  
GROUP 1.....\$ 30.12 29.07  
GROUP 2.....\$ 40.71 29.07  
GROUP 3.....\$ 40.91 29.07  
GROUP 4.....\$ 41.11 29.07  
GROUP 5.....\$ 41.31 29.07  
GROUP 6.....\$ 41.80 29.07



GROUP 7.....\$ 43.31 29.07

FOOTNOTE: HAZMAT PAY: Work on a hazmat job, where hazmat certification is required, shall be paid, in addition to the classification working in, as follows: Levels A, B and C - +\$1.00 per hour. Workers shall be paid hazmat pay in increments of four (4) and eight (8) hours.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Fuel Man, Swamper

GROUP 2: 2-axle Dump Truck, 2-axle Flat Bed, Concrete Pumping Truck, Industrial Lift Truck, Motorized Traffic Control, Pickup Truck on Jobsite

GROUP 3: 2-axle Water Truck, 3-axle Dump Truck, 3-axle Flat Bed, Erosion Control Nozzleman, Dump Crete Truck under 6.5 yd, Forklift 15,000 lbs and over, Prell Truck, Pipeline Work Truck Driver, Road Oil Spreader, Cement Distributor or Slurry Driver, Bootman, Ross Carrier

GROUP 4: Off-road Dump Truck under 35 tons 4-axles but less than 7-axles, Low-Bed Truck & Trailer, Transit Mix Trucks under 8 yd, 3-axle Water Truck, Erosion Control Driver, Grout Mixer Truck, Dump Crete 6.5yd and over, Dumpster Trucks, DW 10, DW 20 and over, Fuel Truck and Dynamite, Truck Greaser, Truck Mounted Mobile Sweeper 2-axle Winch Truck

GROUP 5: Off-road Dump Truck 35 tons and over, 7-axles or more, Transit Mix Trucks 8 yd and over, A-Frame Truck, Swedish Cranes

GROUP 6: Off-Road Special Equipment (including but not limited to Water Pull Tankers, Athey Wagons, DJB, B70 Wuclids or like Equipment)

GROUP 7: Repairman

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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

<https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

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The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

#### Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

#### Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

#### Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union

prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

#### State Adopted Rate Identifiers

The "SA" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

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#### WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to [davisbaconinfo@dol.gov](mailto:davisbaconinfo@dol.gov) or by mail to:

Branch of Wage Surveys  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to [BCWD-Office@dol.gov](mailto:BCWD-Office@dol.gov) or by mail to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2) If an initial decision has been issued, then any interested

party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to [dba.reconsideration@dol.gov](mailto:dba.reconsideration@dol.gov) or by mail to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210.

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END OF GENERAL DECISION"

## Davis-Bacon Wage Decision

"General Decision Number: CA20240001 09/06/2024

Superseded General Decision Number: CA20230001

State: California

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

County: San Diego County in California.

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

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

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

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If the contract is entered	. Executive Order 14026
into on or after January 30,	generally applies to the
2022, or the contract is	contract.
renewed or extended (e.g., an	. The contractor must pay

**EXHIBIT I**

option is exercised) on or	all covered workers at
after January 30, 2022:	least \$17.20 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 2024.

If the contract was awarded on	. Executive Order 13658
or between January 1, 2015 and	generally applies to the
January 29, 2022, and the	contract.
contract is not renewed or	. The contractor must pay
all	covered workers at least
extended on or after January	\$12.90 per hour (or the
	applicable wage rate
30, 2022:	on this wage
	if it is higher) for all
listed	hours spent performing on
	that contract in 2024.
determination,	

The applicable Executive Order minimum wage rate will be



**EXHIBIT I**

adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

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

Modification Number	Publication Date
0	01/05/2024
1	01/12/2024
2	02/09/2024
3	02/23/2024
4	04/05/2024
5	04/12/2024
6	05/24/2024
7	07/05/2024
8	07/26/2024
9	08/09/2024
10	08/16/2024
11	09/06/2024

ASBE0005-002 09/01/2023

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 49.58	25.27
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....	\$ 36.97	20.36

**EXHIBIT I**

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ASBE0005-004 07/04/2022

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

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BOIL0092-003 01/01/2024

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

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BRCA0004-008 11/01/2023

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

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BRCA0018-004 06/01/2023

	Rates	Fringes
MARBLE FINISHER.....	\$ 40.21	15.23
TILE FINISHER.....	\$ 34.78	13.64
TILE LAYER.....	\$ 48.29	19.18

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BRCA0018-010 09/01/2023

	Rates	Fringes
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**EXHIBIT I**

TERRAZZO FINISHER.....	\$ 39.95	14.65
TERRAZZO WORKER/SETTER.....	\$ 47.85	15.14

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CARP0213-003 07/01/2021

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

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CARP0619-002 07/01/2021

	Rates	Fringes
Drywall		
(2) All other work		
Drywall Installer/Lather....	\$ 42.80	16.28
Drywall Stocker/Scrapper....	\$ 23.07	8.62

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CARP0619-003 07/01/2021

	Rates	Fringes
CARPENTER		
(1) Bridge.....	\$ 51.53	16.28
(2) Commercial Building....	\$ 46.30	16.28
(3) Heavy & Highway.....	\$ 51.40	16.28
(4) Residential Carpenter..	\$ 38.47	16.28
(5) Residential		
Insulation Installer.....	\$ 24.16	15.76
PILEDRIVERMAN.....	\$ 51.53	16.28

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CARP0619-004 07/01/2021

	Rates	Fringes
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**EXHIBIT I**

Diver

(1) Wet.....	\$ 831.20	16.28
(2) Standby.....	\$ 444.24	16.28
(3) Tender.....	\$ 436.24	16.28
(4) Assistant Tender.....	\$ 412.24	16.28

Amounts in "'Rates' column are per day

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 CARP0721-001 07/01/2021

	Rates	Fringes
Modular Furniture Installer.....	\$ 21.85	7.15

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 CARP1607-004 07/01/2021

	Rates	Fringes
MILLWRIGHT.....	\$ 51.90	16.48

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 ELEC0569-001 06/01/2024

	Rates	Fringes
Electricians (Tunnel Work)		
Cable Splicer.....	\$ 60.30	17.84
Electrician.....	\$ 59.46	17.81
Electricians: (All Other Work, Including 4 Stories Residential)		
Cable Splicer.....	\$ 53.60	17.64
Electrician.....	\$ 52.85	17.62

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 ELEC0569-004 06/03/2024

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

**EXHIBIT I**

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 06/03/2024

	Rates	Fringes
Sound & Communications		
Sound Technician.....	\$ 43.78	15.39
SCOPE OF WORK Assembly, installation, operation, service and maintenance of components or systems as used in closed circuit television, amplified master television distribution, CATV on private property, intercommunication, burglar alarm, fire alarm, life support and all security alarms, private and public telephone and related telephone interconnect, public		

**EXHIBIT I**

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 06/06/2022

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.....	\$ 38.67	9.11
Utility Technician #2.....	\$ 30.10	8.85

**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

**EXHIBIT I**

layout of electrical systems and communication installation including proper position of trench depths, and radius at duct banks, location for manholes, street lights and traffic signals.

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

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ELEC0569-008 06/01/2024

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

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ELEC1245-001 06/01/2024

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 70.16	24.46
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 53.30	22.01
(3) Groundman.....	\$ 40.76	21.51
(4) Powderman.....	\$ 51.87	18.79

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



**EXHIBIT I**

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ELEV0018-001 01/01/2024

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 66.63	37.885+a+b

FOOTNOTE:

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

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

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ENGI0012-004 08/01/2024

	Rates	Fringes
OPERATOR: Power Equipment (DREDGING)		
(1) Leverman.....	\$ 64.10	38.75
(2) Dredge dozer.....	\$ 58.13	38.75
(3) Deckmate.....	\$ 58.02	38.75
(4) Winch operator (stern winch on dredge).....	\$ 57.47	38.75
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 56.93	38.75
(6) Barge Mate.....	\$ 57.54	38.75

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ENGI0012-024 07/01/2023

	Rates	Fringes
OPERATOR: Power Equipment		

**EXHIBIT I**

(All Other Work)

GROUP 1.....	\$ 53.90	32.80
GROUP 2.....	\$ 54.68	32.80
GROUP 3.....	\$ 54.97	32.80
GROUP 4.....	\$ 56.46	32.80
GROUP 6.....	\$ 56.68	32.80
GROUP 8.....	\$ 56.79	32.80
GROUP 10.....	\$ 56.91	32.80
GROUP 12.....	\$ 57.08	32.80
GROUP 13.....	\$ 57.18	32.80
GROUP 14.....	\$ 57.21	32.80
GROUP 15.....	\$ 57.29	32.80
GROUP 16.....	\$ 57.41	32.80
GROUP 17.....	\$ 57.58	32.80
GROUP 18.....	\$ 57.68	32.80
GROUP 19.....	\$ 57.79	32.80
GROUP 20.....	\$ 57.91	32.80
GROUP 21.....	\$ 58.08	32.80
GROUP 22.....	\$ 58.18	32.80
GROUP 23.....	\$ 58.29	32.80
GROUP 24.....	\$ 58.41	32.80
GROUP 25.....	\$ 58.58	32.80

OPERATOR: Power Equipment  
(Cranes, Piledriving &  
Hoisting)

GROUP 1.....	\$ 55.25	32.80
GROUP 2.....	\$ 56.03	32.80
GROUP 3.....	\$ 56.32	32.80
GROUP 4.....	\$ 56.46	32.80
GROUP 5.....	\$ 56.68	32.80
GROUP 6.....	\$ 56.79	32.80
GROUP 7.....	\$ 56.91	32.80
GROUP 8.....	\$ 57.08	32.80
GROUP 9.....	\$ 57.25	32.80
GROUP 10.....	\$ 58.25	32.80
GROUP 11.....	\$ 59.25	32.80
GROUP 12.....	\$ 60.25	32.80
GROUP 13.....	\$ 61.25	32.80

OPERATOR: Power Equipment  
(Tunnel Work)

GROUP 1.....	\$ 55.75	32.80
GROUP 2.....	\$ 56.53	32.80
GROUP 3.....	\$ 56.82	32.80
GROUP 4.....	\$ 56.96	32.80
GROUP 5.....	\$ 57.18	32.80

**EXHIBIT I**

GROUP 6.....	\$ 57.29	32.80
GROUP 7.....	\$ 57.41	32.80

**PREMIUM PAY:**

\$10.00 per hour shall be paid on all Power Equipment Operator

work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base,

Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material

environment: \$2.00 per hour additional. Combination mixer

and compressor operator on gunite work shall be classified

as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

**POWER EQUIPMENT OPERATORS CLASSIFICATIONS**

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

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Coil Tubing Rig Operator, Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons;

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

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar

## EXHIBIT I

type (Skid steer); Equipment greaser (rack); Ford Ferguson  
(with dragtype attachments); Helicopter radioman  
(ground);  
Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or  
similar type); Boring machine operator; Boxman or  
mixerman  
(asphalt or concrete); Chip spreading machine operator;  
Concrete cleaning decontamination machine operator;  
Concrete Pump Operator (small portable); Direct Push  
Operator (Geoprobe or similar types) Drilling machine  
operator, small auger types (Texoma super economatic or  
similar types - Hughes 100 or 200 or similar types -  
drilling depth of 30' maximum); Equipment greaser (grease  
truck); Guard rail post driver operator; Highline  
cableway  
signalman; Hydra-hammer-aero stomper; Micro Tunneling  
(above ground tunnel); Power concrete curing machine  
operator; Power concrete saw operator; Power-driven jumbo  
form setter operator; Power sweeper operator; Rock Wheel  
Saw/Trencher; Roller operator (compacting); Screed  
operator  
(asphalt or concrete); Trenching machine operator (up to  
6  
ft.); Vacuum or much truck

GROUP 6: Articulating material hauler; Asphalt plant  
engineer; Batch plant operator; Bit sharpener; Concrete  
joint machine operator (canal and similar type); Concrete  
planer operator; Dandy digger; Deck engine operator;  
Derrickman (oilfield type); Drilling machine operator,  
bucket or auger types (Calweld 100 bucket or similar  
types  
- Watson 1000 auger or similar types - Texoma 330, 500 or  
600 auger or similar types - drilling depth of 45'  
maximum); Drilling machine operator; Hydrographic seeder  
machine operator (straw, pulp or seed), Jackson track  
maintainer, or similar type; Kalamazoo Switch tamper, or  
similar type; Machine tool operator; Maginnis internal  
full

## EXHIBIT I

slab vibrator, Mechanical berm, curb or gutter (concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted);

Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled

tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1

drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or

finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford,

Case or similar types; Cable Bundling Machine Operator (excluding handheld); Cable Trenching Machine Operator (Spider Plow or similar types) Cast-in-place pipe laying machine operator; Combination mixer and compressor operator

(gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator;

Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or

similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting

## EXHIBIT I

machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar

type; Kolman belt loader and similar type; Le Tourneau blob

compactor or similar type; Loader operator (Athey, Euclid,

Sierra and similar types); Mobark Chipper or similar; Ozzie

padder or similar types; P.C. slot saw; Pneumatic concrete

placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; RCM Cementing Unit Operator,

Rail/Switch Grinder Operator (Harsco or similar types) Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all

attachments

over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb

and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and

including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor

single

engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity): Ultra high

pressure

waterjet cutting tool system mechanic; Water pull (compaction) operator

## EXHIBIT I

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 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;



## EXHIBIT I

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,

## EXHIBIT I

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,

## EXHIBIT I

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

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

### CRANES, 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,

## EXHIBIT I

clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

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

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

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

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc) ; Tower crane operator and tower gantry

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

## EXHIBIT I

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

## EXHIBIT I

### ENGINEERS ZONES

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

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM.

## EXHIBIT I

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.



## EXHIBIT I

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 think 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

**EXHIBIT I**

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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IRON0229-001 01/01/2024

Rates Fringes

IRONWORKER

**EXHIBIT I**

Fence Erector.....	\$ 42.53	26.26
Ornamental, Reinforcing and Structural.....	\$ 47.45	34.90

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 07/01/2022

	Rates	Fringes
LABORER (BUILDING and all other Residential Construction)		
Group 1.....	\$ 37.68	22.44
Group 2.....	\$ 38.37	22.44
Group 3.....	\$ 39.12	22.44
Group 4.....	\$ 39.98	22.44
Group 5.....	\$ 41.60	22.44

**EXHIBIT I**

LABORER (RESIDENTIAL  
CONSTRUCTION - See definition  
below)

(1) Laborer.....	\$ 35.58	20.77
(2) Cleanup, Landscape, Fencing (Chain Link & Wood) .	\$ 34.29	20.77

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

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

## EXHIBIT I

slabs, decks, floors, foundations, footings, curbs, gutters and sidewalks; Concrete curer-impervious membrane and form oiler; Cutting torch operator (demolition); Guinea chaser; Headboard man-asphalt; Laborer, packing rod steel and pans; membrane vapor barrier installer; Power broom sweepers (small); Riiprap, stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Tank sealer and cleaner; Tree climber, faller, chain saw operator, Pittsburgh Chipper and similar type brush shredders; Underground laborers, including caisson bellower

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

**EXHIBIT I**

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 11/01/2020

	Rates	Fringes
LABORER (MASON TENDER) .....	\$ 33.00	19.23

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LABO0089-004 07/01/2022

HEAVY AND HIGHWAY CONSTRUCTION

Rates                      Fringes

EXHIBIT I

Laborers:

Group 1.....	\$ 38.80	22.44
Group 2.....	\$ 39.27	22.44
Group 3.....	\$ 39.72	22.44
Group 4.....	\$ 40.62	22.44
Group 5.....	\$ 43.58	22.44

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



## EXHIBIT I

used for reinforcing asphalt; Irrigation laborer;  
Kettleman-Potman hot mop, includes applying asphalt,  
lay-kold, 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

EXHIBIT I

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 traking, Driller: all power drills excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and all other types of mechanical drills without regard to form of motive power. Environmental remediation,

Monitoring well, Toxic waste and Geotechnical driller, Toxic waste removal. Welding in connection with Laborer's work.

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LABO0300-005 07/01/2024

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 43.88	25.13

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and

EXHIBIT I

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.

LABO0345-001 07/01/2022

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 48.50	21.37
GROUP 2.....	\$ 47.55	21.37
GROUP 3.....	\$ 44.01	21.37

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0"" above base level and which work must be performed in whole or in part more than 75'-0"" above base level, that work performed above the 75'-0"" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LABO1184-001 07/01/2022

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 40.69	18.25
(2) Vehicle Operator/Hauler.	\$ 40.86	18.25
(3) Horizontal Directional Drill Operator.....	\$ 42.71	18.25
(4) Electronic Tracking Locator.....	\$ 44.71	18.25
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 41.90	21.32
GROUP 2.....	\$ 43.20	21.32
GROUP 3.....	\$ 45.21	21.32
GROUP 4.....	\$ 46.95	21.32

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

EXHIBIT I

(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 08/03/2022

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER....	\$ 38.92	23.32
PLASTER TENDER.....	\$ 41.47	23.32

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 07/01/2023

Rates                      Fringes

**EXHIBIT I**

Painters: (Including Lead Abatement)

(1) Repaint (excludes San Diego County).....	\$ 29.59	17.12
(2) All Other Work.....	\$ 38.52	18.64

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.

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PAIN0036-010 09/01/2023

	Rates	Fringes
DRYWALL FINISHER/TAPER		
(1) Building & Heavy Construction.....	\$ 41.14	23.05
(2) Residential Construction (Wood frame apartments, single family homes and multi-duplexes up to and including four stories).....	\$ 32.27	14.70

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PAIN0036-012 10/01/2023

	Rates	Fringes
GLAZIER.....	\$ 50.40	21.41

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PAIN0036-019 01/01/2024

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 38.77	18.62

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PLAS0200-005 08/03/2022

**EXHIBIT I**

	Rates	Fringes
PLASTERER.....	\$ 47.37	19.64

NORTH ISLAND NAVAL AIR STATION, COLORADO NAVAL AMPHIBIOUS  
 BASE, IMPERIAL BEACH NAVAL AIR STATION: \$3.00 additional  
 per hour.

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 PLAS0500-001 07/01/2018

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
GROUP 1.....	\$ 26.34	19.77
GROUP 2.....	\$ 27.99	19.77
GROUP 3.....	\$ 30.07	21.12

CEMENT MASONS - work inside the building line, meeting  
 the  
 following criteria:

GROUP 1: Residential wood frame project of any size;  
 work  
 classified as Type III, IV or Type V construction;  
 interior tenant improvement work regardless the size of  
 the  
 project; any wood frame project of four stories or less.

GROUP 2: Work classified as type I and II construction

GROUP 3: All other work

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 \* PLUM0016-006 09/01/2024

	Rates	Fringes
PLUMBER, PIPEFITTER, STEAMFITTER		
Camp Pendleton; Vandenberg Air Force Base.....	\$ 61.68	26.51
Work ONLY on new additions		



**EXHIBIT I**

and remodeling of commercial buildings, bars, restaurants, and stores not to exceed 5,000 sq. ft. of floor space.....	\$ 53.51	25.28
Work ONLY on strip malls, light commercial, tenant improvement and remodel work.....	\$ 42.49	23.86
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.....	\$ 59.48	26.61

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\* PLUM0016-011 09/01/2024

	Rates	Fringes
PLUMBER/PIPEFITTER		
Residential.....	\$ 47.05	22.53

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PLUM0345-001 09/01/2023

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter..	\$ 40.20	25.90
Sewer & Storm Drain Work....	\$ 44.29	23.28

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ROOF0045-001 07/01/2023

	Rates	Fringes
ROOFER.....	\$ 41.30	12.04

EXHIBIT I

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SFCA0669-001 04/01/2024

	Rates	Fringes
SPRINKLER FITTER.....	\$ 49.19	26.30

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SHEE0206-001 07/01/2023

	Rates	Fringes
SHEET METAL WORKER		
Camp Pendleton.....	\$ 50.20	30.80
Except Camp Pendleton.....	\$ 48.20	30.80
Sheet Metal Technician.....	\$ 36.21	10.24

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 07/01/2023

Rates Fringes

**EXHIBIT I**

Truck drivers:

GROUP 1.....	\$ 30.12	25.57
GROUP 2.....	\$ 40.71	25.57
GROUP 3.....	\$ 40.91	25.57
GROUP 4.....	\$ 41.11	25.57
GROUP 5.....	\$ 41.31	25.57
GROUP 6.....	\$ 41.80	25.57
GROUP 7.....	\$ 43.31	25.57

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

**EXHIBIT I**

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  
<https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

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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

## EXHIBIT I

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.

## EXHIBIT I

### 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.

### State Adopted Rate Identifiers

Classifications listed under the "SA" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R. 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.



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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 National Office because National Office has 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

**EXHIBIT I**

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"

**United States Environmental Protection Agency Fund Requirements**

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

- I. **Debarment and Suspension.** Design Professional certifies that it will not knowingly enter into a contract with anyone who is ineligible under the 2 CFR part 180 and part 1532 (per Executive Order 12549, 51 FR 6370, February 21, 1986) or who is prohibited under Section 306 of the Clean Air Act or Section 508 of the Clean Water Act to participate in any project subject to the Agreement. Suspension and debarment information can be accessed at <http://www.sam.gov>. Design Professional represents and warrants that it has or will include a term or conditions requiring compliance with this provision in all of its subcontracts under this Agreement.
  
- II. **Federal Lobbying Restrictions (31 U.S.C 1352).** Recipients of federal financial assistance may not pay any person for influencing or attempting to influence any officer or employee of a federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress with respect to the award, continuation, renewal, amendment, or modification of a federal grant, loan, or contract. These requirements are implemented for USEPA in 40 CFR Part 34, which also describes types of activities, such as legislative liaison activities and professional and technical services, which are not subject to this prohibition. Upon award of this contract, Design Professional shall complete and submit to the City the certification and disclosure forms in Appendix A and Appendix B to 40 CFR Part 34. Design Professional shall also require all subcontractors and suppliers of any tier awarded a subcontract over \$100,000 to similarly complete and submit the certification and disclosure forms pursuant to the process set forth in 40 CFR 34.110.
  
- III. **CIVIL RIGHTS OBLIGATIONS.** Design Professional shall comply with the following federal non-discrimination requirements:
  - a. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP). (42 U.S.C 2000D, et. seq)
  - b. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities. (29 U.S.C. 794, supplemented by EO 11914, 41 FR 17871, April 29, 1976 and EO 11250, 30 FR 13003, October 13, 1965)
  - c. The Age Discrimination Act of 1975, which prohibits age discrimination. (42 U.S.C 6101 et. seq)
  - d. Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex.
  - e. 40 CFR Part 7, as it relates to the foregoing.
  
- IV. **Equal Employment Opportunity (EEO). RESERVED**



- V. **Standard Federal Equal Employment Opportunity Construction Contract Specifications. RESERVED**
- VI. **Segregated Facilities. RESERVED.**
- VII. **Disadvantaged Business Enterprises (DBE).** The Design Professional must ensure that the DBE's six good faith efforts are used during the procurement of subcontractors for the Project. The six good faith efforts are found at: <https://www.epa.gov/grants/disadvantaged-business-enterprise-program-requirements#sixgoodfaithefforts>
- VIII. **American Iron and Steel (AIS) Requirement. RESERVED.**
- IX. **Build America, Buy America (Effective May 14, 2022).** The Design Professional acknowledges to and for the benefit of the City ("Purchaser") and the United States Environmental Protection Agency ("EPA" or "Funding Authority") that it understands the goods and services under this Agreement are being funded with federal monies made available by the Water Infrastructure Finance and Innovation Act program of EPA that have statutory requirements commonly known as "Build America, Buy America;" that requires all of the iron and steel, manufactured products, and construction materials used in the project to be produced in the United States ("Build America, Buy America Requirements") including iron and steel, manufactured products, and construction materials provided by the prime contractor pursuant to this Agreement. The Design Professional hereby represents and warrants to and for the benefit of the Purchaser and Funding Authority (a) the Design Professional has reviewed and understands the Build America, Buy America Requirements, (b) the Design Professional will not approve any iron and steel, manufactured products, and construction materials used in the project unless they will be and/or have been produced in the United States in a manner that complies with the Build America, Buy America Requirements, or unless a waiver of the requirements is approved, and the Design Professional will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Build America, Buy America Requirements, as may be requested by the Purchaser or the Funding Authority. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Design Professional shall permit the Purchaser or Funding Authority to recover as damages against the Design Professional any loss, expense, or cost (including without limitation attorney's fees) incurred by the Purchaser or Funding Authority resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the Funding Authority or any damages owed to the Funding Authority by the Purchaser). If the Design Professional has no direct contractual privity with the Funding Authority, as a lender or awardee to the Purchaser for the funding of its project, the Purchaser and the Design Professional agree that the Funding Authority is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the Funding Authority.
- X. **IX. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (Effective August 13, 2020).** The John S. McCain National Defense Authorization Act for Fiscal Year 2019 (P.L. 115- 232), at Section 889, prohibits EPA financial assistance recipients, including WIFIA borrowers, from expending loan funds to procure or obtain; extend or renew a contract to procure or obtain; or enter

## EXHIBIT J

into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in the Act, "covered telecommunications equipment or services" means:

- a) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- b) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- c) Telecommunications or video surveillance services provided by such entities or using such equipment.
- d) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

The Act does not prohibit:

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

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

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

**CERTIFICATION OF LOCAL AGENCY**

I HEREBY CERTIFY that I am the \_\_\_\_\_ of the Local Agency of \_\_\_\_\_, and that the consulting firm of Black & Veatch or its representative has not been required (except as herein expressly stated), directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this Agreement to:

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

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

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

**CERTIFICATION OF CONSULTANT**

I HEREBY CERTIFY that I am the Senior Vice President and duly authorized representative of the firm of Black & Veatch, whose address is 300 Rancheros Drive, Suite 250, San Marcos, CA 92069

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

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

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

3-Oct-2024

(Date)

  
(Signature)





**United States  
ENVIRONMENTAL PROTECTION AGENCY  
Washington, DC 20460**

OMB Control No. 2030-0020  
Approval expires 06/30/2024

This collection of information is approved by OMB under the Paperwork Reduction Act, 44 U.S.C. 3501 et seq. (OMB Control No. 2030-0020). Responses to this collection of information are required to obtain an assistance agreement (40 CFR Part 30, 40 CFR Part 31, and 40 CFR Part 33 for awards made prior to December 26, 2014, and 2 CFR 200, 2 CFR 1500, and 40 CFR Part 33 for awards made after December 26, 2014). An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The public reporting and recordkeeping burden for this collection of information is estimated to be 0.25 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 to the Regulatory Support Division Director, U.S. Environmental Protection Agency (2821T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

EPA Project Control Number

## CERTIFICATION REGARDING LOBBYING

### CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

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

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

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

Jim Clark, Senior Vice President

Typed Name & Title of Authorized Representative

04-NOV-2024

Signature and Date of Authorized Representative



## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0346-0046), Washington, D.C. 20503.

**DISCLOSURE OF LOBBYING ACTIVITIES  
CONTINUATION SHEET**

Approved by OMB  
0348-0046

Reporting Entity: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

**Report Title:** Project Details  
**Run Date and Time:** 2025-01-22 15:52:28 Pacific Standard Time  
**Run by:** Claudia Abarca  
**Table name:** x\_cdoi2\_csm\_portal\_project

**Project**

Number:	20250562906	Stage:	
Name:	As-Needed Stormwater Design - Contract 3	Project ID:	20250562906
Awarding Body:	City of San Diego	Project Number:	H2426343
Awarding Body Sub Division:		Associated PLA:	No
Contract Number:	H2426343	Language Included:	Yes
Type:	Job Order / Task	Active:	true
Operate LCP:	Yes	Amount:	10000000.00
		Award Date:	
		Awarding Body Mailing Address:	
		Awarding Body Physical Address:	
		Class:	Project
		Contract Date:	
		Created:	2025-01-22 15:43:31
		Created by:	purchasing@sandiego.gov
		Description:	FEDERAL WAGE RATES MUST BE UPDATED 10 DAYS PRIOR TO PROPOSAL DUE DATE IF DEPT OF LABOR UPDATES WAGE RATES AND MUST BE UPDATED PRIOR TO AWARD IF CONTRACT NOT AWARDED WITHIN 90 DAYS OF PROPOSAL DUE DATE
		End Date:	
		Estimated End Date:	
		Estimated Start Date:	
		Estimated Total Cost:	\$0.00
		First Advertised Bid Date:	
		Job Site Address:	
		Job Site Address:	
		Opened By:	
		Start Date:	
		Street:	
		Street 2:	
		City:	
		ZipCode:	
		State:	
		Team:	
		Total Cost:	\$10,000,000.00
		Updated:	2025-01-22 15:45:41

Updated by: purchasing@sandiego.gov  
 Updates: 1  
 County:

**Description**

Description:  
 FEDERAL WAGE RATES MUST BE UPDATED 10 DAYS PRIOR TO PROPOSAL DUE DATE IF DEPT OF LABOR UPDATES WAGE RATES AND MUST BE UPDATED PRIOR TO AWARD IF CONTRACT NOT AWARDED WITHIN 90 DAYS OF PROPOSAL DUE DATE

**Dates**

Estimated End Date: Contract Date:  
 Estimated Start Date: First Advertised Bid Date:  
 Start Date:  
 End Date:  
 Award Date:

**Location**

Street:  
 Street 2:  
 City:  
 State:  
 ZipCode:

**Financials**

Total Cost: \$10,000,000.00 Amount: 10000000.00

**Related List Title:** Project Contractor List  
**Table name:** x\_cdoi2\_csm\_portal\_m2m\_x\_cdoi2\_csm\_customer\_acc  
**Query Condition:** Project = As-Needed Stormwater Design - Contract 3  
**Sort Order:** None

Value of property 'glide.pdf.max\_rows' must be less or equal than 5,000. Default max row number applied (1,000)

15 Project Contractors

Contractor	Sub Contractor	Parent
	true	
ALLIED GEOTECHNICAL ENGINEERS, INC.	true	
	true	
	true	

Contractor	Sub Contractor	Parent
	true	
	true	
	true	
ROESLING NAKAMURA TERADA ARCHITECTS, INC	true	
	true	
Harris & Associates, Inc.	true	
	false	
	true	
CPM Partners, Inc.	true	
Epic Land Solutions, Inc.	true	
	true	