

**DUPLICATE**

**ORIGINAL**

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

**FOR  
DESIGN OF LAKESIDE VALVE STATION  
REPLACEMENT**

**CONTRACT NUMBER: H186974**

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**AGREEMENT BETWEEN  
THE CITY OF SAN DIEGO  
AND KLEINFELDER, INC.  
FOR DESIGN PROFESSIONAL SERVICES**

THIS Agreement is made and entered into between the City of San Diego, a municipal corporation [City], and Kleinfelder, Inc. [Design Professional] for the Design Professional to provide Professional Services to the City for the Design of Lakeside Valve Station Replacement [Project].

**RECITALS**

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

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

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

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

**ARTICLE I  
DESIGN PROFESSIONAL SERVICES**

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

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

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

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

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

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

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

**ARTICLE II  
DURATION OF AGREEMENT**

**2.1 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, it shall be effective until completion of the Scope of Services or 9/25/2025; whichever is the earliest but not to exceed five years unless approved by City ordinance. Any extension beyond 9/25/2025 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 the Scope of Services [Exhibit A] is set forth in the Time Schedule [Exhibit C].

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

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

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



extension of time equal to the length of the suspension, unless otherwise agreed to in writing by the Parties.

**2.6 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 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 satisfactorily 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 both the Project and to the Design Professional's Professional Services on the Project. 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 satisfactorily perform any obligation required by this Agreement, the Design Professional's failure constitutes a Default. A Default includes the Design Professional's failure to adhere to the Time Schedule. 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 performance of all Professional Services rendered in accordance with this Agreement, including reasonably related expenses, a total contract amount not exceeding \$2,637,116. The compensation for the Scope of Services shall not exceed \$2,293,144, and the compensation for Additional Services (described in Section 3.2), if any, shall not exceed \$343,972.

**3.2 Additional Services.** The City may require that the Design Professional perform additional Professional Services [Additional Services] beyond those described in the Scope of Services [Exhibit A]. Prior to the Design Professional's performance of Additional Services, the City and the Design Professional must agree in writing upon a fee for the Additional Services, including reasonably related expenses, in accordance with the Compensation and Fee Schedule [Exhibit B]. The City will pay the Design

Professional for the performance of Additional Services in accordance with Section 3.3.

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

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

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

#### ARTICLE IV DESIGN PROFESSIONAL'S OBLIGATIONS

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

**4.2 Right to Audit.**

**4.2.1 Access.** The City retains the right to review and audit, and the reasonable right of access to Design Professional's and any Subcontractor's premises to review and audit the Design Professional's or Subcontractor's compliance with the provisions of this Agreement [City's

Right]. The City's Right includes the right to inspect and photocopy same, and to retain copies, outside of the Design Professional's premises, of any and all Project-related records with appropriate safeguards, if such retention is deemed necessary by the City in its sole discretion. This information shall be kept by the City in the strictest confidence allowed by law.

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

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

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

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

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

**4.3 Insurance.** The Design Professional shall not begin the Professional Services under this Agreement until it has: (a) obtained, and provided to the City, insurance certificates and endorsements reflecting evidence of all insurance required in Article IV, Section 4.3.1; however, the City reserves the right to request, and the Design Professional shall submit, copies of any policy upon reasonable request by the City; (b) obtained City approval of each company or companies as required by Article IV, Section 4.3.3; and (c) confirmed that all policies contain the specific provisions required in Article IV, Section 4.3.4 of this Agreement. However, failure to obtain 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. 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 \$1 million per occurrence and subject to an annual aggregate of \$2 million. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

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

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

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

4.3.3 Acceptability of Insurers.

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

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

4.3.4 Required Endorsements.

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

4.3.4.1 Commercial General Liability Insurance Endorsements.

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

**PRIMARY AND NON-CONTRIBUTORY COVERAGE.** The policy or policies must be endorsed to provide that the insurance afforded by the Commercial General Liability policy or policies is primary to any insurance or self-insurance of the City of San Diego and its elected officials, officers, employees, agents and representatives as respects operations of the Named Insured. Any insurance maintained by the City of San Diego and its elected officials, officers, employees, agents and representatives shall be in excess of 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.

4.3.5 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 that 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 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 fourteen 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 and Reports.**

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

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

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

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

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

4.5.3.3 To view the City's online tutorials on how to utilize PRISM® for compliance reporting, please visit: <http://stage.prismcompliance.com/etc/vendortutorials.htm> Incomplete and/or delinquent reporting may cause payment delays, non-payment of invoice, or both. The Design Professional understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions.

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

4.6.1 Compliance with the City's Equal Opportunity Contracting Program. The Design Professional shall comply with the City's Equal Opportunity Contracting Program Design Professional Requirements [Exhibit D]. The Design Professional shall not discriminate against any employee or applicant for employment on any basis prohibited by law. The Design

Professional shall provide equal opportunity in all employment practices. The Design Professional shall ensure that its Subcontractors comply with the City's Equal Opportunity Contracting Program Design Professional Requirements. Nothing in this Section shall be interpreted to hold the Design Professional liable for any discriminatory practice of its Subcontractors.

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

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

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

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

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



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

**4.7.4 Subcontractor's Agreements.** The Design Professional further certifies that each contract for Subcontractor Services for this Project shall contain language that binds the Subcontractor to comply with the provisions of Article IV, Section 4.7 of this Agreement, as required by Sections 2.A.(1) through (3) of Council Policy 100-17. 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 the Project shall not accept gratuities or any other favors from any Subcontractors or potential Subcontractors. The Design Professional shall not recommend or specify any product, supplier, or contractor with whom the Design Professional has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

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

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

**4.12 Compensation for Mandatory Assistance.** The City will compensate the Design Professional for fees incurred for providing Mandatory Assistance as Additional Services under Section 3.2. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third

party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of the Design Professional, its agents, officers, and employees, the Design Professional shall reimburse the City. The City is then entitled to reimbursement of all fees paid to the Design Professional, its agents, officers, and employees for Mandatory Assistance.

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

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

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

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

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

**4.17 Design-Build Competition Eligibility.** Any architectural firms, engineering firms, 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. Design Professional warrants and certifies that any and all plans, reports, and specifications prepared for the City in accordance with this agreement shall meet all requirements of the San Diego Municipal Code and Storm Water Standards Manual. Design Professional understands that while the City will be reviewing Design Professional's designs for storm water permit compliance prior to acceptance of Design Professional's designs, Design Professional understands and agrees that the City's Storm Water review process and its acceptance of Design Professional's designs in no way limits the Design Professional's obligations under this agreement to prepare designs that comply with all requirements of the San Diego Municipal Code and MS4 Permit.

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

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

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

**4.19 ADA Certification.** By signing this Agreement the Design Professional agrees that it is aware of, and hereby certifies that it agrees

to comply with, the City's Americans With Disabilities Act Compliance/City Contracts requirements set forth in Council Policy 100-04, adopted by San Diego Resolution R-282153 and incorporated into this Agreement by this reference. Council Policy 100-04 is available at <https://www.sandiego.gov/city-clerk/officialdocs>.

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

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

**4.20.1 Compliance with Prevailing Wage Requirements.**

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

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

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

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

**4.20.3 Payroll Records.** Design Professional and its subconsultants shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying

payroll records, and making them available for inspection. Design Professional shall require its subconsultants to also comply with section 1776. Design Professional and its subconsultants shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Design Professional is responsible for ensuring its subconsultants submit certified payroll records to the City.

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

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

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

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

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

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

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

contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

**4.20.9.1A 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).

ARTICLE V  
RESERVED

ARTICLE VI  
INDEMNIFICATION

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

6.2 Design Professional Services Indemnification and Defense.

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

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

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

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

ARTICLE VII  
MEDIATION



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

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

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

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

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

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

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

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

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

#### ARTICLE VIII INTELLECTUAL PROPERTY RIGHTS

8.1 **Work For Hire.** All original designs, plans, specifications, reports, documentation, and other informational materials, whether written or readable by machine, originated or prepared exclusively for the City pursuant to this Agreement (Deliverable Materials) is "work for hire" under the United States Copyright law and shall become the sole property of the City and shall be delivered to the City upon request. The Design Professional, 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 Design Professional, 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.

**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: Public Works Department, c/o Ivan Hoffman, MS 908A, 525 B Street, San Diego, CA 92101, and notice to the Design

Professional shall be addressed to: Kleinfelder, Inc., Edward Matthews, 550 West C St, Suite 1200, San Diego, CA 92101, EMatthews@kleinfelder.com.

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

**9.3 Non-Assignment.** The 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: Edward Matthews, Rachel Norris [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 on the Project.

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

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

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

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

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

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

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

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

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

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

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

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

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

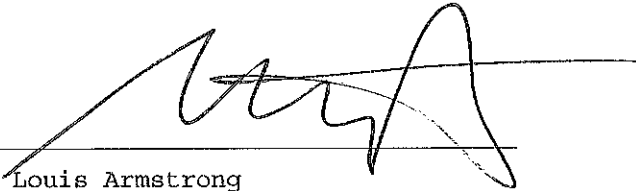
**9.26 Sensitive Information.** The Design Professional agrees to comply with the City's Protection of Sensitive Data and Information requirements set forth in Administrative Regulation 90.64. The Design Professional shall certify to the City that it will comply with these requirements by submitting a Sensitive Information Authorization Acknowledgement form (Exhibit H) for City contractors and vendors.

*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 Ordinance Number 0-21019, authorizing such execution, and by the Design Professional pursuant to Certificate of Assistant Corporate Secretary.

I HEREBY CERTIFY I can legally bind Kleinfelder, Inc. and that I have read all of this Agreement, this 2 day of November, 2016.


By

  
Louis Armstrong  
Division Director

Dated this 14<sup>th</sup> day of January, 2019.

THE CITY OF SAN DIEGO  
Mayor or Designee

By

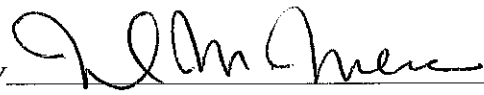
  
Cindy Crocker  
Principal Contract Specialist  
Public Works Contracts

I HEREBY APPROVE the form of the foregoing Agreement this 2/16<sup>th</sup> day of

January, 2019.

MARA W. ELLIOTT, City Attorney

By

  
Deputy City Attorney



**DESIGN PROFESSIONAL AGREEMENT**  
**EXHIBITS**

**SCOPE OF SERVICES**

## SCOPE OF SERVICES

### DESIGN OF LAKESIDE VALVE STATION REPLACEMENT (H186974)

The Scope of Services defines the extent of Kleinfelder INC.' herein referred to as "Design Consultant" "Consultant", "Design Professional" or "Kleinfelder") services to complete the work and documents specified herein for Design (Plans, Specifications & Estimate), assistance during the Bid, and Construction Support of the DESIGN OF LAKESIDE VALVE STATION REPLACEMENT herein referred to as "Project".

A preliminary Hazardous Materials Report indicates the presence of hazardous materials; therefore, the site will require hazardous materials assessment and abatement procedures incorporated into the construction documents.

#### DEMOLITION

The demolition of the existing valve and pump station will also include demolition of the adjacent keeper's house, shed, and garage and demolition of electrical transformers, and rerouting, or abandonment, of existing site utilities. Transmission pipes and valves within the existing site and adjacent streets (Woodside Avenue and River Street) will be demolished.

#### NEW CONSTRUCTION

The majority of work to be performed will be conducted within the City owned property such as the construction of the new valve station and garage. Some elements of work will extend past the property line, such as valve vaults and connections to existing pipelines (San Vicente 1, San Vicente 2, El Monte, and El Capitan) and into existing County of San Diego right-of-way. These elements are subject to local jurisdiction and include, but are not limited to, work within the right-of-way, reconstruction or replacement of current sidewalks, new valves, isolation of existing pipelines, connection of new pipelines to existing pipelines, interim phasing of the work, paving and coordination, and construction of utility upgrades as necessary.

**SCOPE OF SERVICES (Continued)****DESIGN OF LAKESIDE VALVE STATION REPLACEMENT  
(H186974)****PROJECT CONSIDERATIONS**

Work will extend into Woodside Avenue and River Street and, as such, will include traffic control studies, coordination with the County of San Diego, and traffic control plans. The sidewalks adjacent to the project also have deep-rooted willow and eucalyptus trees, which have destroyed the sidewalk and cannot be salvaged due to the extent of the new site and street improvements. Thus, an environmental study shall be performed as a prerequisite to a construction permit including a site survey. Site improvements should also account for the neighboring residents and business owners. Specific environmental studies will be necessary as a requirement to obtain a construction permit and are outlined specifically in Task 3.4.4. This project will be considered new construction and Kleinfelder assumes the project will likely require Permanent BMPs, CEQA clearance, and utility coordination. Kleinfelder assumes the CEQA clearance will be to certify a focused Mitigated Negative Declaration (MND) and that the City will be responsible for and direct this effort. The Focused MND is proposed based on potential public controversy relating to construction disturbance. The issues are street closures, loss of parking, traffic delays, dust impacts and disturbance and the hauling of hazardous wastes immediately adjacent to a school and residential units.

**PROJECT SETTINGS**

The Lakeside Valve Station is located within the Lakeside Town Center, a community within unincorporated San Diego County. Buildings within the Lakeside Town Center must comply with the County of San Diego, Lakeside Town Center Design Review Checklist. The community focuses on maintaining a rural residential character and preservation of indigenous plant life. Early design coordination with the Lakeside Community Planning Group and Planning and Development Services will be imperative to a successful project design.

## SCOPE OF SERVICES (Continued)

### DESIGN OF LAKESIDE VALVE STATION REPLACEMENT (H186974)

#### PROJECT TASKS

##### TASK 1. PROJECT MANAGEMENT SUPPORT

Provide management and technical support to the City ensuring that work, budget, and timeline are progressing according to the agreed upon scope of services outlined below.

Maintain communications between the City's Project Manager, Kleinfelder's Project Manager, and design team. A communications plan will be developed to ensure understanding and prompt response to issues.

##### 1.1 Project Execution Plan

Kleinfelder will prepare a Project Execution Plan (PXP) specific to the Lakeside Valve Station Replacement Project. The PXP will be provided at the project kick-off meeting and will follow industry best practices and include:

- Team Organization
- Project Controls Plan
  - Work Breakdown Structure
  - Project Schedule
  - Project Budget
- Document Management Plan
- Quality Management Plan
- Change Management Plan
- Communications Plan
- Health and Safety Plan
- Sustainable Infrastructure
- Project Invoicing Plan

Deliverables:

- PXP (PDF)
- Project Schedule (P6)
- Project Budget (.xls)

##### 1.2 Schedule

Schedule should include milestones for the following deliverables as outlined for 30%, 60%, 100%, and Final design. Schedule should also include scheduled time off and the acting representative for absent staff.

Deliverables:

- Monthly updates of Kleinfelder schedule (PDF)

## SCOPE OF SERVICES

### 1.3 Meetings

Coordinate team meetings with City's Project Manager and representatives, Public Works, Public Utilities, subconsultants, and permitting agencies necessary for the completion of design plans, specifications and related services as specified in the Scope; document meetings through meeting minutes and include action items, responsible party or person, and expected finish per item. Per City Project Manager's request, attend project related meetings including:

- One (1) design kick-off meeting.
- Twelve (12) coordination meetings (one-hour duration) to be scheduled once every two months, including preparation of meeting agendas prior to the meetings and meeting notes documenting key points and distributed no later than a week after the meeting.
- Three (3) Design Review meetings at 30%, 60% and 100% design.
- 30-minute verbal updates once every other week (or less frequently if approved in advance) to the City's Project Manager addressing progress of work, schedule, action items, and budget to ensure steady progress and preparation of key upcoming deliverables and events.

Deliverables:

- Status Updates: Schedule, Action Steps, Current Work Tasks (PDF)
- Meeting Agendas (PDF)
- Draft Meeting Agenda and Minutes (PDF)
- Final Meeting Agenda and Minutes (PDF)
- Monthly Progress Memos (PDF)

### 1.4 Records Management

Kleinfelder will establish Document Control System compatible with City Public Utilities Records Management Document Control System. Kleinfelder will use FileCloud to transmit and store all project deliverables. Kleinfelder will coordinate with City Project Manager and provide a list of assigned individuals and emails for FileCloud access.

### 1.5 Design Coordination

This project is an integral part of a large water supply system and may require coordination and design interface with the San Diego County Water Authority. The system will comply with the City's SCADA control requirements; therefore the team shall coordinate with the City on design requirements.

This task includes coordination and design interface that will be required with SDG&E and telecommunications provider for electrical power distribution, SCADA, phone and facility security. Construction staging for construction will be identified. Construction easements for such staging areas or property use negotiations are the responsibility of the City. Work area limits will be identified on the plans.

Coordination also will be required with San Diego Air Pollution Control District (APCD) and the County of San Diego Hazmat section for inclusion of construction contract documents for the

## SCOPE OF SERVICES

removal of asbestos and lead from the site. Permits for removal and disposal of lead, asbestos and contaminated materials from the site shall be the responsibility of the Contractor selected for the construction.

Deliverables:

- Hazardous Materials Business Plan for California Environmental Reporting System (CERS)

### TASK 2. PUBLIC INFORMATION ASSISTANCE

Assist and coordinate with City staff on all project-specific outreach initiatives as outlined below. Kleinfelder will conduct community outreach efforts throughout the design phase at the 30%, 60%, and 100% levels as well as during the construction phase.

#### 2.1 Community Outreach Plan

Identify community groups and impacted communities critical to the success of this project. Methods should be consistent with Lakeside requirements for public outreach. Assist City staff in the implementation of the outreach plan.

Deliverables:

- Community Outreach Plan (PDF)

#### 2.2 Community Outreach

Conduct community groups, impacted communities, and public information meetings as outlined below:

##### 2.2.1 Prepare Presentation Materials

Kleinfelder will prepare presentation materials, such as plotted and mounted engineering drawings or exterior architectural renderings, PowerPoint presentation materials, as requested by City Project Manager.

Deliverables

- Up to three (3) City requested presentation materials.

##### 2.2.2 Community Planning Group Meetings

Kleinfelder will attend community planning group meetings; includes preparation of necessary materials and handouts.

The level of participation at these meetings will not exceed the following:

- Three (3) Meetings at two (2) hours each
  - One (1) persons attending per meeting

## SCOPE OF SERVICES

### Deliverables

- Meeting Agendas
- Informational Handouts
- Meeting Minutes

### 2.2.3 Public Community Outreach Workshops

Kleinfelder will publicize and conduct public/community outreach workshops/ open houses. The purpose of the public workshops is to gather information from the community, stakeholders, proposed networks, and specific projects for inclusion in the outreach plan. Kleinfelder will facilitate workshops including leading the discussion, charting issues, and taking notes. Kleinfelder will use the workshops to gather the community's ideas, concerns, and thoughts to help implement the proposed project.

The level of participation at these meetings will not exceed the following:

- Two (2) Workshops at three (3) hours each
- Two (2) persons attending per meeting

### Deliverables

- Workshop Meeting Agenda
- Workshop PowerPoint Presentation (not included in task 2.2.1)
- Workshop Minutes

## 2.3 Outreach Materials

Kleinfelder will engage community members through the creation of a dedicated webpage, visual simulations to easily display proposed projects to members of the community, project materials and information, and conduct personal interviews, and walk through with key stakeholders. All materials will be multi-lingual, and a concerted effort will be made to include traditionally underrepresented minority groups into the effort, including partnering with community organizations for outreach.

### Deliverables:

- Dedicated webpage for community education
- Visual simulations of proposed improvements for community groups
- Project fact sheets and workshop advertisements

## TASK 3. PRE-DESIGN

Within two weeks of notice to proceed, a project kick-off meeting will be held between Kleinfelder and the City to review and document project goals, objectives, and action steps to be taken (see task 1.4.1). Given the multi-disciplinary nature of the work, the County of San Diego and City may also include other City or County departments in the project process. The design of the Lakeside Valve Station will be in accordance with current applicable laws, regulations and codes, and



## SCOPE OF SERVICES

professional standards of practice established by the City. Kleinfelder will provide internal quality control review of all deliverables to ensure requirements of the agreed upon scope are met. The pre-design activities include:

### 3.1 Demolition Technical Specifications & Permitting Assistance

Develop technical specifications for demolition in compliance with the City Construction and Demolition (C&D) Debris Deposit Ordinance and incorporation of hazardous substances abatement. Due to the known presence of Asbestos Containing Materials (ACM) and Lead Based Paint (LBP).

Kleinfelder will provide technical support and coordination for a California licensed hazardous abatement contractor to process demolition permits for the City and County, as requested by City. Kleinfelder will prepare the demolition permit applications for the City and County review. All permits and fees associated with the demolition permits will be the responsibility of the Contractor.

Deliverables:

- Approved Technical Specifications for Demolition
- County of San Diego Hazardous Materials Division and Air Pollution Control District of San Diego demolition permit requirements in support of City of San Diego Development Services Department (DSD) permit application.

### 3.2 Subsurface Utility Exploration (Potholing)

Kleinfelder will perform utility location by vacuum extraction methods for a maximum of twenty (20) pothole locations and provide visible, nonerasable witness points for each utility located. This task shall include contact with USA DigAlert for local utility information, follow-up with the identified utilities and mapping prior to finalizing the pothole locations. The purpose of the potholing is to locate depth of the water piping and conflicting utilities on site, in River Street, and in Woodside Avenue. The findings of this research shall be presented in a Utility Exploration Report.

Deliverables:

- Utility Exploration Report (PDF)
- Utility As-built Plans (PDF)

### 3.3 Site Topography and Base Mapping

Kleinfelder will prepare topographic mapping for the site. Using record maps, public and private utility drawings, and the preliminary City survey files dated April 18, 2017, Kleinfelder will verify site conditions and create a digital base map to be used for all plans, reports, and exhibits. In accordance with the Citywide CADD Standards 2016 Edition.

Draft survey MicroStation CADD files shall be submitted to Public Works Department (PWD) Surveying Engineers for review and acceptance. Comments will be addressed following the PWD surveying review and a final survey CADD file will be submitted.

## SCOPE OF SERVICES

### Deliverables:

- Draft Survey MicroStation CADD files submitted to PWD surveying
- Approved Survey MicroStation CADD files submitted to PWD surveying

### 3.4 Geotechnical and Environmental Investigation, Testing, and Reporting

A geotechnical and environmental investigation will be conducted to provide subsurface data to support project design and construction. The geotechnical field investigation will be performed concurrent with the environmental field investigation to collect data from the same boring locations.

Permits for the performance of borings will be acquired from the County of San Diego Department of Environmental Health {DEH} prior to performance of the work. The borings within the street will require encroachment permitting, traffic control plan, traffic control during drilling, and patching the boring location with quick set concrete. The scope does not include pavement repair outside of the borehole diameter.

#### 3.4.1 Geotechnical and Environmental Field Investigation:

Kleinfelder will conduct field borings for the dual purpose of the Geotechnical and Environmental testing. The subsurface conditions will primarily be explored by auger borings and with one mud rotary boring performed within the pump station. The purpose of the mud rotary boring will be to collect more accurate sampler blow counts for use in liquefaction analysis of soils below the groundwater.

Planned drilling related activities include the following:

- Obtaining boring permits. A total of seven boring permits will be obtained from the DEH for environmental bores with one boring permitted for completion as a groundwater well.
- Location mark out and underground utility clearance.
- Drilling of five (5) borings utilizing a truck-mounted auger drill rig to depths up to approximately 25 feet.
- Drilling one (1) mud rotary boring extending up to 50 feet or to essential refusal, whichever comes first.
- Drilling one (1) additional boring to be utilized to set nested soil vapor probes at depths of 5 feet and 15 feet
- Borings will be drilled using a standard type drill rig that will have access to proposed boring locations on site and will be sufficient for advancement to the proposed depths (outside of proposed mud-rotary boring and soil vapor probe).
- Management and disposal of drilling waste will include a maximum of 30 drums of Investigation Derived Waste (IDW) that will require disposal as non-hazardous waste. IDW disposal will be provided on a milk-run basis and will require only one mobilization by the disposal company.
- One boring will be converted to a monitoring well that will be set at a total depth of 25 feet, and screened in accordance with encountered field conditions, to monitor seasonal

## SCOPE OF SERVICES

fluctuations of groundwater elevation. Well abandonment is not included in this scope but will be deferred to the construction phase.

- A total of 40 environmental soil samples will be collected from the seven proposed borings from surficial soils and at 5-foot intervals to the anticipated depth of groundwater (25 feet below ground surface). Collected soil/groundwater samples will be submitted for environmental laboratory analysis with a standard turn-around time.
- One 60-Day Report will be submitted to the San Diego County DEH for the advancement of the proposed borings.

### 3.4.2 Geotechnical Laboratory Testing:

Kleinfelder will perform Geotechnical Laboratory tests on selected samples to evaluate gradation characteristics, plasticity, compaction characteristics, and shear strength of the materials encountered during our field investigation.

Laboratory testing will include the following:

- Sieve analysis
- Atterberg Limits for plasticity
- Expansion Index
- R-value for pavement design
- Maximum density - optimum moisture content
- Direct shear
- Selected samples will also be tested for preliminary corrosivity screening (pH, electrical resistivity, water-soluble sulfates, and water-soluble chlorides). The tests selected, and the frequency of testing, will be based on the subsurface conditions encountered. Assume three (3) samples will be tested

### 3.4.3 Geotechnical Engineering Analysis and Report Preparation

Following the field investigation and laboratory testing, Kleinfelder will analyze the data gathered to provide geotechnical and seismic recommendations for the proposed improvements. The results of the geotechnical and geologic analyses will be summarized in a report.

Deliverables:

- Draft Geotechnical Report (PDF)
- Approved Geotechnical Report (PDF)

### 3.4.4 Specific Environmental Studies

#### 3.4.4.1 *Soil and Groundwater Studies*

Environmental studies in relation to subsurface soils and groundwater characterization will be performed in conjunction with geotechnical field efforts as outlined in Task 3.4.1. Collected soil and groundwater samples (if encountered, grab samples will be collected up to maximum of seven groundwater samples) will be analyzed for the following constituents:

## SCOPE OF SERVICES

- Total Petroleum Hydrocarbons (TPH), Environmental Protection Agency (EPA) Method 8015B
- Volatile Organic Compounds (VOCs), EPA Method 8260B
- Title 22 Metals, EPA Method 6010B (plus Mercury via EPA Method 7471A)
- Organo-Chlorinated Pesticides (OCPs, surficial samples only), EPA Method 8081A
- Herbicides (surficial samples only), EPA Method 8151A

The collected soil and groundwater information will be utilized to:

- Characterize investigative derived waste (IDW) for disposal purposes
- Determine characteristics of groundwater for dewatering purposes
- Exposure mitigation for workers

Data will also be periodically collected from the groundwater well installed as outlined in Task 3.4.1. Assume six (6) data collections over the first year.

### *3.4.4.2 Soil Vapor Study*

Soil vapor samples will be collected from the installed nested soil vapor probe from depths of 5 feet and 15 feet below ground surface. In addition, one indoor air sample will be collected from a current indoor work area at the site, as well as one upwind and one downwind outdoor air sample (total of 5 vapor samples). The samples will be analyzed for VOCs via EPA Method 8260SV. The collected soil vapor, indoor air, and outdoor air sample results will be analyzed to assess potential exposure to project workers and to also establish ambient background concentrations to compare sample concentrations against. Following sample collection, abandonment of the probes will be performed via removal of the sampling tubes from the ground surface.

### *3.4.4.3 Environmental Sample Analysis and Report Preparation*

Following field investigation and analytical testing, Kleinfelder representatives will analyze the data gathered to provide waste disposal and potential worker exposure recommendations for the proposed improvements.

Deliverables:

- Draft Environmental Report (PDF)
- Approved Environmental Report (PDF)

One round of comments will be addressed for the Draft Environmental Sampling and Analysis Report.

## **3.5 Storm Water Requirements Application Checklist (DS-560)**

Submit a completed DS-560 Storm Water Requirements Applicability Checklist to the City.

## SCOPE OF SERVICES

### Deliverables:

- Completed DS-560 Storm Water Requirements Applicability Checklist (PDF)
- Water Pollution Control Plan (PDF)
- Storm Water Quality Management Plan (PDF)

### 3.6 Hydraulic Analysis and Studies

#### 3.6.1 Hydraulic and Transient Analysis

- Determine if any pressure spikes would occur during normal or emergency operations
- Provide valve operating parameters
- Conduct a hydraulic study to verify the valve station will perform as designed
- Analyze four flow scenarios under the expected ranges of flow

### Deliverables:

- Draft Hydraulic Transient Analysis (PDF)
- Approved Hydraulic Transient Analysis (PDF)
- Hydraulic Transient Analysis included as Appendix to above

### 3.7 Environmental, Biological, and Cultural Studies for CEQA (Optional Task)

Kleinfelder assumes that the City will be responsible for, lead, and coordinate this effort. The City and the County Planning Department will determine required land use permit and CEQA process requirements Kleinfelder assumes a focused MND will be required base on the assumptions presented on Page 2 of this Scope of Work and the City will lead all the coordination with the County during the processing of the MND. Any or all of the below services are optional and may be negotiated with the City for specific deliverables or support roles.

#### 3.7.1 CEQA Development (Optional)

Develop the CEQA Project Description with the City's and Design Team's input to clarify time of construction, duration of construction, truck movement with hazardous waste, road closures, exterior design features, street parking spaces, and landscape features.

#### 3.7.2 Initial Study (Optional)

Refine Initial Study and eliminate non-potentially significant environmental factors, develop and post the Notice of Preparation and conduct/document project scoping with City and County. Notices will include on-site signs, posting on the City's web site and posting on the County's web site. Kleinfelder will prepare the posting for the web sites but the agencies are responsible for uploading the material.

#### Develop letter reports to support key issues (Optional)

- Air quality (construction related impacts only)

## SCOPE OF SERVICES

- Traffic (This study will focus on traffic impacts during construction only. There is a high probability that pipeline construction in the street could create inadequate emergency access to adjacent properties. This issue may be solved through impact avoidance and minimization features that are agreed upon in the development of the Project Description or through mitigation measures.)
- Hazards (complete section based on technical report)
- Noise (construction related impacts will be the focus. No background sound readings are proposed. Construction will adhere to the County noise element or use BMP's to reduce sound levels on adjacent properties.)
- Aesthetics (section will be related to landscape plan and ADA requirements)

### 3.7.2.1 Draft Mitigated Negative Declaration (MND)

- Internal QA/QC and response to comments
- Draft MND
- City/County review (one comment review cycle assumed and the City will resolve any conflicting comments among staff)
- Screen check

### 3.7.2.2 MND distribution to the Public

- Post the Notice of Availability
- Public workshop
- Respond to comments
- Respond to City/County comments on responses (one comment review cycle assumed and the City will resolve any conflicting comments among staff)
- Final responses to comments

### 3.7.2.3 Final MND

- Draft Final MND
- Screen check Final MND
- Distribute Final MND
- Develop CEQA findings
- Public hearing/Notice of Determination

### 3.7.2.4 Requirements may also include preparing the following:

- Community Health and Safety Plan
- Traffic Control Plan

## TASK 4. DESIGN DEVELOPMENT

Upon complete submission and approval of pre-design deliverables, Kleinfelder will proceed with design development. PDFs, spreadsheets, or other formats, as indicated, will be provided of the listed deliverables below. Native files will be provided at the request of the City.

## SCOPE OF SERVICES

### 30% Design Submittal and Review

#### 4.1

Kleinfelder will develop a preliminary design of the project for City's formal review and comment at the 30% design level. The 30% design will include the preparation of 30% design level of:

1. Title sheet.
2. Vicinity and location map
3. Title block (City provided); north arrow; scales; project title; construction notes; construction legend; standard symbols; telephone numbers of utilities and other affected agencies and businesses; basis of bearing and bench mark; general notes and abbreviations.
4. Existing Conditions, including, but not limited to: base map, property lines, roads, utility lines and appurtenances (above and underground), drainage facilities.
5. Demolition plans
6. Site access, and spoil, mobilization, and storage areas
7. Valve station and piping mechanical design
8. Structural design for the valve station and garage structures
9. Grading, paving, and landscaping design
10. Architectural design and details for the valve station and garage structures
11. Electrical, instrumentation and controls, and solar design
12. Cathodic protection
13. Preliminary traffic control plans
14. Fire protection design for the valve station and garage
15. Building mechanical design
16. Site security design

Kleinfelder will provide internal quality control review of all deliverables per the project specific Quality Management Plan to ensure they meet the requirements of the agreed upon scope of services.

#### Deliverables:

- Title 24 Preliminary Study (PDF)
- 30% design drawings (PDF)
- 30% specifications table of contents (PDF)
- 30% design calculations (PDF)
- 30% engineering cost estimate (PDF)
- 30% design review checklist (PDF)
- Preliminary O&M guidelines
- LEED documents (PDF)
- Drainage study (PDF)
- Stormwater Quality Management Plan (SWQMP) (PDF)

## SCOPE OF SERVICES

### 60% Design Submittal and Review

#### 4.2

Prepare and submit detailed 60% design package for City's formal review and comment. The 60% design package will incorporate the City's 30% design comments as well as community comments. The 60% design will include the completion of 60% level of design on the items listed in task 4.2.

Kleinfelder will provide internal quality control review of all deliverables per the project specific Quality Management Plan to ensure they meet the requirements of the agreed upon scope of services.

Deliverables:

- An approved 30% city wide plan check
- Preliminary Title 24 forms (PDF)
- A submitted storm water review, (PDF)
- 60% design drawings (PDF)
- 60% specifications (PDF)
- 60% design calculations (PDF)
- 60% engineering cost estimate (PDF)
- 60% design review checklist (PDF)
- Preliminary O&M Manual
- Water Pollution Control Plan (WPCP) (PDF)
- LEED documents (PDF)

#### 4.3 100% Design Submittal and Review

Kleinfelder will prepare and submit a detailed 100% design package for City's formal review and comment. The 100% design package will incorporate the City's 60% design comments. The 100% design will include the completion of 100% level of design on the items listed in task 4.3.

DSD coordination is included in this task and includes the following:

- Coordination with all relevant DSD reviewing disciplines such that the contractor can obtain the building permit
- Any deferred reviews such as security systems are not included in this task

Kleinfelder will provide internal quality control review of all deliverables per the project specific Quality Management Plan to ensure they meet the requirements of the agreed upon scope of services.

Completion of 100% design will be accepted upon:

Deliverables:

- An approved 60% City wide plan check
- Signed Title 24 forms (original signed forms, PDF)



## SCOPE OF SERVICES

- An approved storm water review (PDF)
- 100% design drawings (PDF)
- 100% specifications (PDF)
- 100% design calculations (PDF)
- 100% engineering cost estimate (PDF)
- 100% design review checklist (PDF)
- Preliminary O&M Manual
- Approval from community planning
- Approval from subcommittees
- An approved plan check set of plans
- Submittal master and tracking list (PDF)
- LEED documents (PDF)

### 4.4 Construction/Contract Documents

Kleinfelder will prepare and submit a final design package for bidding. The design package will incorporate the City's 100% design comments.

#### 4.4.1 Final Design Deliverables

- Three (3) signed full sized drawings
- Final Design CADD files (.DGN)
- Final project cost estimate, include escalation for market conditions, equipment escalation for inflation (PDF)
- Internal quality control review of all deliverables to ensure requirements of the agreed upon scope of services have been met

#### 4.4.2 Permitting

- Plans will be permitted by the County of San Diego and City of San Diego for construction; process permits and provide plans and technical specifications as required for the completion of all permits
- Obtain encroachment, right of entry, and tree permits
- CEQA documents and associated permitting by City
- Kleinfelder is not responsible for any fees associated with permitting

### TASK 5. BID AND AWARD SUPPORT

Upon complete submission and approval of design development deliverables, Kleinfelder will support City staff during the bid and award phase.

#### 5.1 Meetings

Per City's request, attend project related meetings including but not limited to, Pre-Bid Conference, and site visits required meetings on-site and off-site.

## SCOPE OF SERVICES

The level of participation at these meetings will not exceed the following:

- Two (2) Meetings at two (2) hours each
- One (1) persons attending per meeting

### 5.2 Request for Information (RFI) and Clarification Responses

Prepare responses to any RFIs or clarification as requested by City staff.

The level of participation for this task will not exceed the following:

- Response to 30 RFIs or Clarification responses.

### 5.3 Addenda

Kleinfelder will review items with the City that need to be addressed in the form of an addendum. Prepare and incorporate any required addenda to plans, specifications, CADD files, as applicable, with compliance to City standards and guidelines

The level of participation for this task will not exceed the following:

- Preparation of 3 addenda.

## TASK 6. CONSTRUCTION & POST CONSTRUCTION SERVICES

After the construction contract is awarded and executed, Kleinfelder will support construction administration by providing a complete set of baseline information, analysis, and data to inform, develop, and evaluate the guiding principles, criteria, network concepts, decisions and recommendations required to complete the scope intent to City staff and Contractor. The construction is expected to have a 24-month duration. This task includes response to RFI's, review of RFP's to Contractor, review of submittals, attendance at progress meeting and responses to as-needed construction services and as-needed site meetings.

### 6.1 Meetings

Attend pre-pre-construction, pre-construction, and monthly progress meetings (24 assumed at two-hour duration) as requested by City staff. Meeting agendas and meeting minutes are assumed to be provided by the City Construction Manager.

The level of participation at these meetings will not exceed the following:

- 36 Meetings at one (2) hour each (includes pre-construction, monthly progress meetings and up to ten as-needed site meetings during construction)
- One (1) persons attending per meeting

### 6.2 Construction Support

#### 6.2.1 Permitting

Kleinfelder will be available to support the City and Contractor with routine building permit issuance needs.

## SCOPE OF SERVICES

### 6.2.2 Submittal Review

- Review Contractor submittals in a timely fashion with respect to Submittal Master and Tracking List
- Provide responses within 10 working days

### 6.2.3 Change Orders

This task includes review of Contractor Change Orders due to unforeseen conditions that may have arisen during the course of the project.

- Review and evaluate submission to scope intent
- Provide revision sketches, direction and/or specifications as required and sufficient for Contractor to adequately price the work through the Construction Manager RFP
- Three (3) change orders for unforeseen conditions are assumed as the basis for this scope of services

### 6.2.4 Request for Information/Clarification (RFI/RFC)

- Provide responses to all RFIs and RFCs related to interpretation of contract documents, unforeseen conditions, value engineering proposals, and changes in scope
- RFIs will be returned to the Construction Manager within 5 working days

## 6.3 Operations and Maintenance

### 6.3.1 Start-up and Testing

Assist the Construction Manager in preparing functional acceptance test procedures to witness operational performance of any system installed as part of the Lakeside Valve Replacement Project. Start-up service duration will span a 30-day period and will commence at Substantial Completion with the functional acceptance of the Lakeside Valve Station critical systems. Kleinfelder will define deficiencies in the equipment construction and software configuration and prepare and submit a report to the City outlining the resolution of problems. Kleinfelder will participate in the functional tests.

Deliverables:

- Draft Deficiencies Report (PDF)
- Approved Deficiencies Report (PDF)

### 6.3.2 Operations and Maintenance Manual

- Provide operations and maintenance manuals representative of the As-Built system; manuals shall provide sufficient information and details for intended users
- Kleinfelder to provide compiled manuals for review prior to final submission

## SCOPE OF SERVICES

### 6.4 Final Walkthrough and As-Builts

- Conduct final walkthrough with City staff
- Provide punch list to the City Construction Manager for substantial completion of the project
- Record final as-built conditions to CADD files

### TASK 7. SITE SECURITY DESIGN

#### 7.1 Meet with PUD's security team to discuss the site security requirements:

- Perimeter security
- New CCTV camera placement/field of view requirements
- New door security requirements including access control and intrusion detection
- Security Headend upgrades/new equipment requirements to facility the additional security devices being added to the system
- Access control panel locations
- Pathway infrastructure requirements from each new security device
- Communications cabling requirements
- Wireless communications back to the SOC
- Meet with the City IT/Communications Department to discuss wireless connectivity from the site to the Cowles Mountain High site.
- Device Placement and Requisite Power

7.2 Detail the project requirements for device placement and requisite power, conduit, wiring. Drawings and specifications for security systems are not included in the as-built drawings but are provided as a stand-alone set of biddable documents by the Contractor or the City's security contractor.

#### Deliverables:

- Draft Security Drawings and Specifications (PDF)
- Approved Security Drawings and Specifications (PDF)

**COMPENSATION AND FEE SCHEDULE**

## COMPENSATION AND FEE SCHEDULE

| Job Title/Classification                 | Current Hourly Rate (\$/Hr) |
|--|-----------------------------|
| <b>Engineering Services</b>              |                             |
| Principal Engineer / Principal-in-Charge | \$250.00                    |
| Senior Water/Wastewater Engineer         | \$200.00                    |
| Senior Engineer I                        | \$200.00                    |
| Senior Engineer II                       | \$180.00                    |
| Associate Engineer II                    | \$145.00                    |
| Associate Engineer III                   | \$130.00                    |
| Assistant Engineer                       | \$115.00                    |
| Engineering Intern                       | \$ 90.00                    |
| <b>CADD Services</b>                     |                             |
| Senior CADD Designer                     | \$130.00                    |
| Senior CADD Technician                   | \$100.00                    |
| CADD Technician                          | \$90.00                     |
| <b>Administrative Services</b>           |                             |
| Administrative                           | \$ 90.00                    |

### **NOTES:**

- 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 sub-consultant 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.

| FEE SUMMARY                                      |                     |                    |                |                                  |                  |                       |                        |                    |                    |                   |                     |                 |                 |             |                    |                      |                |                    |                    |                    |
|--|---------------------|--------------------|----------------|----------------------------------|------------------|-----------------------|------------------------|--------------------|--------------------|-------------------|---------------------|-----------------|-----------------|-------------|--------------------|----------------------|----------------|--------------------|--------------------|--------------------|
| Lakeside Valve Station Replacement               |                     |                    |                |                                  |                  |                       |                        |                    |                    |                   |                     |                 |                 |             |                    |                      |                |                    |                    |                    |
| LABOR CATEGORY                                   | Principal in Charge | Principal Engineer | Sr. Engineer I | Sr. Engineer I / Project Manager | Sr. Engineer II  | Associate Engineer II | Associate Engineer III | Assistant Engineer | Engineering Intern | Sr. CADD Designer | Sr. CADD Technician | CADD Technician | Administrative  | TOTAL HOURS | LABOR FEE          | UNIT AND EXPENSE FEE | LAB FEE        | SUB-CONSULTANT FEE | TOTAL FEE          |                    |
| <i>Billing rate (\$/hr)</i>                      | \$250.00            | \$250.00           | \$200.00       | \$200.00                         | \$180.00         | \$145.00              | \$130.00               | \$115.00           | \$82.00            | \$130.00          | \$100.00            | \$90.00         | \$90.00         |             |                    |                      |                |                    |                    |                    |
| TASK 1: Project Management Support               | 0                   | 2                  | 0              | 138                              | 0                | 192                   | 100                    | 0                  | 0                  | 0                 | 24                  | 0               | 60              | 516         | \$76,740           | \$960                | \$0            | \$53,752           | \$131,452          |                    |
| TASK 2: Public Information Assistance            | 0                   | 0                  | 0              | 12                               | 0                | 90                    | 0                      | 0                  | 0                  | 0                 | 24                  | 8               | 0               | 134         | \$18,570           | \$950                | \$0            | \$70,240           | \$89,760           |                    |
| TASK 3: Pre-Design                               | 0                   | 26                 | 0              | 184                              | 128              | 318                   | 166                    | 0                  | 0                  | 8                 | 40                  | 0               | 28              | 898         | \$141,590          | \$80                 | \$4,880        | \$124,078          | \$270,628          |                    |
| TASK 4: Design Development                       | 0                   | 90                 | 0              | 346                              | 512              | 704                   | 1020                   | 150                | 0                  | 340               | 616                 | 600             | 44              | 4432        | \$600,700          | \$9,000              | \$0            | \$610,264          | \$1,219,964        |                    |
| TASK 5: Bid & Award                              | 0                   | 0                  | 0              | 40                               | 0                | 60                    | 48                     | 0                  | 0                  | 0                 | 32                  | 12              | 8               | 200         | \$27,940           | \$0                  | \$0            | \$30,080           | \$58,020           |                    |
| TASK 6: Construction and Post Construction       | 0                   | 0                  | 0              | 300                              | 0                | 988                   | 1160                   | 0                  | 0                  | 0                 | 168                 | 120             | 0               | 2736        | \$381,660          | \$7,500              | \$0            | \$106,880          | \$496,040          |                    |
| TASK 7: Site Security                            | 0                   | 0                  | 0              | 12                               | 0                | 16                    | 24                     | 0                  | 0                  | 0                 | 64                  | 32              | 4               | 152         | \$17,480           | \$0                  | \$0            | \$9,800            | \$27,280           |                    |
| <b>LABOR HOURS</b>                               | <b>0</b>            | <b>118</b>         | <b>0</b>       | <b>1032</b>                      | <b>640</b>       | <b>2398</b>           | <b>2518</b>            | <b>160</b>         | <b>0</b>           | <b>348</b>        | <b>968</b>          | <b>772</b>      | <b>144</b>      | <b>8916</b> |                    |                      |                |                    |                    |                    |
| <b>TOTAL SCOPE OF SERVICES</b>                   | <b>\$0</b>          | <b>\$29,500</b>    | <b>\$0</b>     | <b>\$206,400</b>                 | <b>\$115,200</b> | <b>\$343,360</b>      | <b>\$327,340</b>       | <b>\$18,400</b>    | <b>\$0</b>         | <b>\$45,240</b>   | <b>\$96,800</b>     | <b>\$69,480</b> | <b>\$12,960</b> |             | <b>\$1,264,680</b> | <b>\$18,490</b>      | <b>\$4,880</b> | <b>\$1,005,094</b> | <b>\$2,293,144</b> |                    |
| <b>TOTAL ADDITIONAL SERVICES</b>                 |                     |                    |                |                                  |                  |                       |                        |                    |                    |                   |                     |                 |                 |             |                    |                      |                |                    | <b>\$343,972</b>   |                    |
| <b>TOTAL FEE (INCLUDING ADDITIONAL SERVICES)</b> |                     |                    |                |                                  |                  |                       |                        |                    |                    |                   |                     |                 |                 |             |                    |                      |                |                    |                    | <b>\$2,637,116</b> |





**TIME SCHEDULE**

**EXHIBIT C**

**TIME SCHEDULE**

| <b><u>Task</u></b> | <b><u>Task Name</u></b>                     | <b><u>Start after NTP</u></b> | <b><u>Finish after NTP</u></b> |
|--------------------|---|-------------------------------|--------------------------------|
| <b>1</b>           | <b>Project Management Support</b>           | <b>0 weeks</b>                | <b>304 weeks</b>               |
| <b>2</b>           | <b>Public Information Assistance</b>        | <b>4 weeks</b>                | <b>304 weeks</b>               |
| <b>3</b>           | <b>Pre-Design</b>                           | <b>4 weeks</b>                | <b>32 weeks</b>                |
| <b>4</b>           | <b>Design Development</b>                   | <b>32 weeks</b>               | <b>93 weeks</b>                |
| <b>5</b>           | <b>Bid and Award Support</b>                | <b>93 weeks</b>               | <b>117 weeks</b>               |
| <b>6</b>           | <b>Construction &amp; Post Construction</b> | <b>117 weeks</b>              | <b>304 weeks</b>               |
| <b>7</b>           | <b>Site Security Design</b>                 | <b>60 weeks</b>               | <b>93 weeks</b>                |

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

**EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)**

**CONSULTANT REQUIREMENTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### V. Maintaining Participation Levels.

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

#### VI. Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**VII. Certifications.**

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

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

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

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

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

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

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

**VIII. List of Attachments.**

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

**DISCLOSURE OF DISCRIMINATION COMPLAINTS**

As part of its proposal, the 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 |
|----------------|-----------------|--|------------------|--|-----------------------------------|
| February 2008  | Modesto, CA     | Allegation of discrimination and harassment                                      | Y                | Court ruled in favor of KLF's MSJ. Matter closed | N/A                               |
| July 2009      | San Diego, CA   | Claim for overtime wages due as a result of misclassification as exempt employee | Y                | Case was settled                                 | None                              |
| September 2009 | Diamond Bar, CA | Employee alleged discrimination in the workplace.                                | Y                | Case was settled                                 | None                              |
| October 2009   | Massachusetts   | Allegation of discrimination   | N                | Matter was settled                               | N/A                               |
| October 2009   | Modesto, CA     | Allegation of discrimination   | N                | Administratively closed due to inactivity        | N/A                               |
| October 2009   | Tulsa, OK       | Wage and hour claim. May not be covered by insurance.                            | Y                | Dismissed without prejudice                      | N/A                               |
| February 2010  | Portland, OR    | Employee claim   | Y                | Case was settled                                 | None                              |
| June 2010      | Pittsburg, CA   | Allegation of discrimination and retaliatory termination                         | N                | Case was settled                                 | N/A                               |
| June 2010      | Sacramento, CA  | Allegation of discrimination and retaliatory termination                         | N                | Recently received notice                         | N/A                               |

Design Professional Name Kleinfelder, Inc.

Certified By Simon Wong, PE, SE Title Principal-in-Charge

  
 \_\_\_\_\_  
 Signature

Date October 12, 2017

**USE ADDITIONAL FORMS AS NECESSARY**



## DISCLOSURE OF DISCRIMINATION COMPLAINTS (Continued)


| DATE OF CLAIM | LOCATION       | DESCRIPTION OF CLAIM   | LITIGATION (Y/N) | STATUS                                     | RESOLUTION/ REMEDIAL ACTION TAKEN |
|---------------|----------------|--|------------------|--|-----------------------------------|
| October 2010  | Raleigh, NC    | Allegations of discrimination  | N                | Administratively closed due to inactivity. | N/A                               |
| October 2010  | Pleasanton, CA | Allegation of improper classification of employee and non-payment of prevailing wages                      | N                | Matter settled. No defense costs incurred. | None                              |
| October 2010  | Pleasanton, CA | Allegation of discrimination   | Y                | Case was settled                           | None                              |
| October 2010  | Framingham, MA | Request from client for wage and hour records of all subcontractors. No direct allegation directed to KLF. | N                | Matter quiet                               | N/A                               |
| February 2011 | Pleasanton, CA | Notice of discrimination   | N                | Matter was settled                         | N/A                               |
| December 2011 | New Jersey     | Allegation of misclassification of position and resulting back overtime pay                                | Y                | Case was settled                           | None                              |
| April 2012    | Rocky Hill, CT | Subcontractor alleging that KLF did not pay prevailing wages   | N                | Matter was settled                         | None                              |
| October 2012  | Australia      | Termination of employee for acting in conflict with KLF client without knowledge of supervisors            | N                | Matter was settled                         | None                              |
| October 2012  | Tulsa, OK      | Allegation of gender harassment  | N                | Matter was settled                         | None                              |
| January 2013  | San Diego, CA  | Claim for disability discrimination  | N                | Matter was settled                         | None                              |
| January 2013  | Ohio           | Former employee disputing severance package  | N                | Matter was settled                         | None                              |
| February 2013 | Colorado       | Allegation of disability discrimination  | N                | Matter was settled                         | None                              |
| October 2013  | Australia      | Former employee claiming adverse employment actions, unfair dismissal, and office bullying                 | N                | Matter quiet                               | None                              |
| October 2013  | Sacramento, CA | Allegation that work related stress contributed to sudden death of employee                                | N                | Matter quiet                               | None                              |
| March 2014    | Sacramento, CA | Termination of employee for harassment   | N                | Matter was settled                         | None                              |
| March 2014    | San Diego, CA  | Allegation of age discrimination   | N                | Matter was settled                         | N/A                               |
| October 2014  | Seattle, WA    | Wrongful termination   | N                | Matter was settled                         | N/A                               |
| November 2014 | Sacramento, CA | Allegation of discrimination   | N                | Matter quiet                               | N/A                               |
| November 2014 | San Diego, CA  | Allegation of discrimination   | N                | Matter quiet                               | N/A                               |

## DISCLOSURE OF DISCRIMINATION COMPLAINTS (Continued)

| DATE OF CLAIM | LOCATION      | DESCRIPTION OF CLAIM   | LITIGATION (Y/N) | STATUS   | RESOLUTION/ REMEDIAL ACTION TAKEN |
|---------------|---------------|--|------------------|--|-----------------------------------|
| December 2014 | Seattle, WA   | Allegation of age discrimination   | N                | Matter quiet   | N/A                               |
| March 2015    | San Diego, CA | Allegation of discrimination and wrongful termination  | N                | Dismissal received from the EEOC   | N/A                               |
| July 2015     | San Diego, CA | Allegation of hostile work environment   | N                | Matter quiet   | N/A                               |
| November 2015 | Cranberry, PA | Plaintiff was not paid past due expenses totaling approximately \$4,000  | N                | Matter was settled   | N/A                               |
| November 2015 | Cranberry, PA | Request for information from Department of Labor   | N                | Matter quiet   | N/A                               |
| December 2015 | Denver, CO    | Allegation of age discrimination   | N                | Matter quiet   | N/A                               |
| December 2015 | Australia     | Allegation of sexual harassment, hostile work environment, and discrimination  | Y                | Matter quiet   | N/A                               |
| December 2015 | Australia     | Allegation of sexual harassment, hostile work environment, and discrimination  | N                | Matter quiet   | N/A                               |
| December 2015 | Australia     | Allegation of sexual harassment, hostile work environment, and discrimination  | N                | Matter quiet   | N/A                               |
| December 2015 | Denver, CO    | Allegation of discrimination and hostile work environment  | N                | Matter quiet   | N/A                               |
| April 2016    | Hamilton, NJ  | Allegation of complaint of discrimination  | N                | Matter quiet   | N/A                               |
| June 2016     | Texas         | Allegation of individuals smoking on the job, falsifying test results and generalized disrespectful behavior by co-workers | N                | Recently received notice   | N/A                               |
| June 2016     | New Jersey    | Request for information, the outcome of a complaint of misclassification of employees in New Jersey office                 | N                | Providing documentation to DOL per request   | N/A                               |
| October 2016  | Ohio          | Allegation of discrimination.  | N                | Ohio WC Board dismissed this matter on Jan 2017. No further activity in this matter. | N/A                               |
| October 2016  | Merced, CA    | Investigation of harassment, discrimination and hostile work environment.  | N                | Matter quiet   | N/A                               |
| February 2017 | San Diego, CA | Alleging harassment.   | N                | Settled  | N/A                               |

**DISCLOSURE OF DISCRIMINATION COMPLAINTS (Continued)**

| DATE OF CLAIM | LOCATION        | DESCRIPTION OF CLAIM | LITIGATION (Y/N) | STATUS   | RESOLUTION/REMEDIAL ACTION TAKEN |
|---------------|-----------------|----------------------|------------------|--|----------------------------------|
| March 2017    | San Diego, CA   | Discrimination       | Y                | Discovery commenced. Extension requested by plaintiffs counsel. If still no responses, KLF will file motion to compel. | NA                               |
| June 2017     | Springfield, MA | Wage and hour claim. | N                | Recently received notice.  | NA                               |

Design Professional Name: Kleinfelder, Inc.Certified By: Simon Wong, PE, SETitle Principal-in-Charge


Signature

Date October 12, 2017

**EQUAL OPPORTUNITY CONTRACTING (EOC)**

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

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

**WORK FORCE REPORT**

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

NO OTHER FORMS WILL BE ACCEPTED

**CONTRACTOR IDENTIFICATION**

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

Name of Company: Kleinfelder, Inc.

ADA/DBA: \_\_\_\_\_

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

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

Telephone Number: 619.831.4600 Fax Number: 619.232.1039

Name of Company CEO: George J. Pierson

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

Address: 5761 Copley Drive, Suite 100

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

Telephone Number: 858.223.8500 Fax Number: 858.874.6997 Email: ematthews@kleinfelder.com

Type of Business: A&E and Construction Management Type of License: Structural / Civil Engineers

The Company has appointed: Patrick Schaffner, Human Resources Director

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

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

Telephone Number: 619.831.4600 Fax Number: 619.232.1039 Email: pschaffner@kleinfelder.com

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

Check the box above that applies to this WFR.

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

I, the undersigned representative of Kleinfelder, Inc.

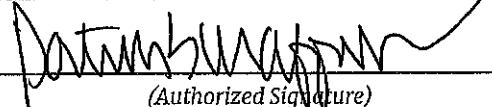
(Firm Name)

San Diego, California hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 5th day of October, 2018

  
\_\_\_\_\_  
(Authorized Signature)

Patrick Schaffner

(Print Authorized Signature Name)

NAME OF FIRM: Kleinfelder, Inc.

DATE: Attachment BB  
October 5, 2018

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

COUNTY: San Diego

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

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

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

| ADMINISTRATION<br>OCCUPATIONAL CATEGORY | (1)<br>Black or<br>African<br>American |     | (2)<br>Hispanic or<br>Latino |     | (3)<br>Asian |     | (4)<br>American<br>Indian/ Nat.<br>Alaskan |     | (5)<br>Pacific<br>Islander |     | (6)<br>White |     | (7)<br>Other Race/<br>Ethnicity |     |
|---|--|-----|------------------------------|-----|--------------|-----|--|-----|----------------------------|-----|--------------|-----|---------------------------------|-----|
|   | (M)                                    | (F) | (M)                          | (F) | (M)          | (F) | (M)  | (F) | (M)                        | (F) | (M)          | (F) | (M)                             | (F) |
| Management & Financial                  |  |     | 4                            | 1   | 2            | 1   |  |     |                            |     | 18           | 11  |                                 |     |
| Professional                            |  | 1   |                              |     |              | 1   |  |     |                            |     | 2            | 4   |                                 | 1   |
| A&E, Science, Computer                  | 2                                      |     | 9                            | 4   | 7            | 10  |  |     |                            |     | 49           | 17  | 1                               |     |
| Technical                               | 1                                      |     | 6                            |     | 2            | 1   |  |     |                            |     | 26           | 1   | 1                               |     |
| Sales                                   |  |     |                              |     |              |     |  |     |                            |     |              |     |                                 |     |
| Administrative Support                  |  | 2   |                              | 9   | 1            | 4   |  |     |                            |     | 2            | 18  |                                 | 2   |
| Services                                |  |     |                              |     |              |     |  |     |                            |     |              |     |                                 |     |
| Crafts                                  |  |     |                              |     |              |     |  |     |                            |     |              |     |                                 |     |
| Operative Workers                       |  |     |                              |     |              |     |  |     |                            |     |              |     |                                 |     |
| Transportation                          |  |     |                              |     |              |     |  |     |                            |     |              |     |                                 |     |
| Laborers*                               |  |     |                              |     |              |     |  |     |                            |     |              |     |                                 |     |

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

|                    |   |   |    |    |    |    |  |  |  |  |    |    |   |   |
|--------------------|---|---|----|----|----|----|--|--|--|--|----|----|---|---|
| Totals Each Column | 3 | 3 | 19 | 14 | 12 | 17 |  |  |  |  | 97 | 51 | 2 | 3 |
|--------------------|---|---|----|----|----|----|--|--|--|--|----|----|---|---|

Grand Total All Employees 221

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

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

Non-Profit Organizations Only:

|                    |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|--------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| Board of Directors |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Volunteers         |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Artists            |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

**WORK FORCE REPORT – Page 3**

NAME OF FIRM: \_\_\_\_\_ DATE: **Attachment BB**

OFFICE(S) or BRANCH(ES): \_\_\_\_\_ COUNTY: \_\_\_\_\_

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

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

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

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

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

**Grand Total All Employees**

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

|          |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|----------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| Disabled |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|----------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|

## Work Force Report

### HISTORY

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

### WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report<sup>1</sup>. By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county<sup>2</sup>. If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate Work Force Reports representing your firm from each of the three counties.

### MANAGING OFFICE WORK FORCE

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

### TYPES OF WORK FORCE REPORTS:

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

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

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

### RACE/ETHNICITY CATEGORIES

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

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

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

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

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

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

## Exhibit A: Work Force Report Job Categories – Administration

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

### Management & Financial

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

### Professional

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

### Architecture & Engineering, Science, Computer

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

### Technical

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

### Sales

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

### Administrative Support

Financial Clerks  
Information and Record Clerks  
Legal Support Workers

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

### Services

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

### Crafts

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



Installers, and Repairers  
Woodworkers

Attachment BB

**Operative Workers**

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

**Transportation**

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

**Laborers**

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

**Exhibit B: Work Force Report Job Categories-Trade**

**Brick, Block or Stone Masons**

Brickmasons and Blockmasons  
Stonemasons

**Carpenters**

**Carpet, floor and Tile Installers and Finishers**

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

**Cement Masons, Concrete Finishers**

Cement Masons and Concrete Finishers  
Terrazzo Workers and Finishers

**Construction Laborers**

**Drywall Installers, Ceiling Tile Inst**

Drywall and Ceiling Tile Installers  
Tapers

**Electricians**

**Elevator Installers and Repairers**

**First-Line Supervisors/Managers**

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

**Glaziers**

**Helpers, Construction Trade**

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

**Millwrights**

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

**Misc. Const. Equipment Operators**

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

**Painters, Const. Maintenance**

Painters, Construction and Maintenance  
Paperhangers

**Pipelayers and Plumbers**

Pipelayers  
Plumbers, Pipefitters and Steamfitters

**Plasterers and Stucco Masons**

**Roofers**

**Security Guards & Surveillance Officers**

**Sheet Metal Workers**

**Structural Iron and Steel Workers**

**Welding, Soldering and Brazing Workers**

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

**Workers, Extractive Crafts, Miners**

## SUBCONTRACTOR PARTICIPATION LIST

This list shall include the name and complete address of all Subcontractors who qualify as 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<br>SUBCONTRACTORS   | SCOPE OF<br>SERVICES   | PERCENT<br>OF<br>CONTRACT | SLBE/ELBE<br>(MBE/WBE/DBE/<br>DVBE/OBE*) | WHERE<br>CERTIFIED**                                       |
|--|--|---------------------------|--|--|
| <b>AirX Utility Surveyors, Inc.</b><br>2534 E. El Norte Parkway, Suite C<br>Escondido, CA 92027    | Utility Locating<br>and Potholing                                    | 2%                        | SLBE, WBE, SB                            | City of San Diego,<br>CPUC, State of CA DGS                |
| <b>BSE Engineering, Inc.</b><br>10680 Treena Street, Suite 100<br>San Diego, CA 92131              | Mechanical,<br>Electrical,<br>Plumbing, and<br>Energy<br>Engineering | 3%                        | SLBE, SB<br>(Micro), WBE                 | City of San Diego, State of CA DGS,<br>County of San Diego |
| <b>IAC Consulting</b><br>17420 Plaza Sonrisada<br>San Diego CA 92128                               | Construction<br>Phasing and<br>Water Operations                      | 3%                        | ELBE                                     | City of San Diego  |
| <b>KEH &amp; Associates, Inc.</b><br>570 Rancheros Drive, Suite 200<br>San Marcos, CA 92069        | Site Civil,<br>Stormwater, and<br>Demolition                         | 25%                       | SLBE                                     | City of San Diego  |
| <b>Marum Partnership</b><br>10680 Treena Street, Suite 100<br>San Diego, CA, 92131                 | Landscape<br>Architecture  | 1%                        | SLBE, ELBE,<br>WBE                       | City of San Diego,<br>CPUC                                 |
| <b>MBN Group, Inc.</b><br>5755 Oberlin Drive, Suite 110<br>San Diego, CA 92121                     | Architectural  | 2%                        | SLBE, ELBE                               | City of San Diego  |
| <b>Nasland Consulting Group dba NCG</b><br>1412 Sunnyland Avenue<br>El Cajon, CA 92019             | Land Surveying   | 1%                        | SLBE, ELBE                               | City of San Diego  |
| <b>Northwest Hydraulic Consultants Inc.</b><br>80 S. Lake Avenue, Suite 800<br>Pasadena, CA, 91101 | Transient Analysis   | 1%                        | OBE                                      | NA   |
| <b>Puzzullo Consulting</b><br>2927 Sombrosa Street<br>Carlsbad, CA 92009                           | Cost Estimating<br>and CPM<br>Scheduling                             | 2%                        | SLBE, ELBE                               | City of San Diego  |
| <b>STC Traffic, Inc.</b><br>5865 Avenida Encinas, Suite 142B<br>Carlsbad, CA 92008                 | Traffic Control<br>Plans   | 1%                        | SLBE                                     | City of San Diego  |
| <b>V&amp;A Consulting Engineers, Inc.</b><br>11011 Via Fronera, Suite C<br>San Diego, CA 92127     | Corrosion Control<br>Engineering                                     | 1%                        | OBE                                      | NA   |

| NAME AND ADDRESS<br>SUBCONTRACTORS                                       | SCOPE OF<br>SERVICES            | PERCENT<br>OF<br>CONTRACT | SLBE/ELBE<br>(MBE/WBE/DBE/<br>DVBE/OBE*) | WHERE<br>CERTIFIED** |
|--|---------------------------------|---------------------------|--|----------------------|
| <b>Yen C. Tu Consulting</b><br>11074 Roxboro Road<br>San Diego, CA 92131 | Public Outreach<br>Coordination | 1%                        | SLBE, ELBE                               | City of San Diego    |

## 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.

**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: Public Works Department
- 2. Name of Specific Consultant & Company: KLEINFELDER INC.
- 3. Address, City, State, ZIP: 550 West C Street, Suite 1200
- 4. Project Title (as shown on 1472, "Request for Council Action"): Design of Lakeside Valve Station Replacement
- 5. Consultant Duties for Project: Professional Engineering Services

6. Disclosure Determination [select applicable disclosure requirement]:

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

- or -

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

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

- or -

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

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

By: ELIF CETIN / PWD-AEP  
[Name/Title]\*

10/1/18  
[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 provide historical data to City staff when selecting consultants.

**Section I**

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



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

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

Item  :

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Item  :

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Item  :

---

Item  :

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(\*Supporting documentation attached: Yes  No )

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

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

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

Design of Lakeside Valve Station Replacement

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**B. BIDDER PROPOSER INFORMATION**

|   |                     |                     |     |
|---|---------------------|---------------------|-----|
| <u>Kleinfelder, Inc.</u>                                  |                     |                     |     |
| Legal Name  |                     |                     | DBA |
| <u>550 West C Street, Suite 1200, San Diego, CA 92101</u> |                     |                     |     |
| Street Address  | City                | State               | Zip |
| <u>Simon Wong, PE, SE / Vice President</u>                | <u>619.831.4553</u> | <u>619.232.1039</u> |     |
| 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.

|  |  |
|--|--|
| The Kleinfelder Group, Inc.                        | Parent Company                               |
| Name   | Title/Position                               |
| 550 West C Street, Suite 1200, San Diego, CA 92101 | N/A  |
| City and State of Residence                        | Employer (if different than Bidder/Proposer) |
| 100% Owner of Kleinfelder, Inc.                    |  |
| Interest in the transaction                        |  |

|  |  |
|--|--|
| Simon Wong, PE, SE   | Vice President                               |
| Name   | Title/Position                               |
| La Jolla, CA   |  |
| City and State of Residence                                  | Employer (if different than Bidder/Proposer) |
| Communicating or negotiating with City officers or employees |  |
| Interest in the transaction                                  |  |

|  |  |
|--|--|
| Ed Matthews, PE  | Project Manager                              |
| Name   | Title/Position                               |
| Cardiff-by-the-Sea, CA                                       |  |
| City and State of Residence                                  | Employer (if different than Bidder/Proposer) |
| Communicating or negotiating with City officers or employees |  |
| Interest in the transaction                                  |  |

|  |  |
|--|--|
| John A. Murphy   | Chief Financial Officer                      |
| Name   | Title/Position                               |
| Sarasota, FL   |  |
| City and State of Residence  | Employer (if different than Bidder/Proposer) |
| Supervising submittal of bids and proposals for the purpose of contracting with the City |  |
| 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: 04/20/1962 State of incorporation: California

List corporation's current officers:

President: George J. Pierson

Vice Pres.: John Moossazadeh

Secretary: Deborah Butera

Treasurer: John A. Murphy

Is your firm a publicly traded corporation?  Yes       No

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

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

**Limited Liability Company**

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

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

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

Partnership

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

List names of all firm partners:

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

Sole Proprietorship Date started: mm/dd/yyyy

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

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

Joint Venture Date formed: mm/dd/yyyy

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

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

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

**E. FINANCIAL RESOURCES AND RESPONSIBILITY:**

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

Yes  No

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

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

Yes  No

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

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

Yes       No

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

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

Yes       No

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

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

Yes       No

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

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

Name of Bank: US Bank

Point of Contact: Toby Schramm

Address: 4747 Executive Drive, Suite 300, La Jolla, CA 92121

Phone Number: 858.334.0705

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, Public Works Department

Contact Name and Phone Number: Steve Frick / 619.533.3409

Contact Email: sfrick@sandiego.gov

Address: 1010 Second Avenue, Suite 1400, MS 614C, San Diego, CA 92101

Contract Date: January 15, 2016

Contract Amount: \$5,000,000

Requirements of Contract: As-Needed Civil Engineering Consultant Services (Contract #H156450)

Company Name: City of San Diego, Public Utilities Department

Contact Name and Phone Number: Duy Nguyen, Assoc. Engineer-Civil / 858.292.6417

Contact Email: DDNguyen@sandiego.gov

Address: 9192 Topaz Way, San Diego, CA 92123

Contract Date: January 10, 2017

Contract Amount: \$5,000,000

Requirements of Contract: As-Needed Engineering Services - Contract 1 (Contract #H166753)

Company Name: City of San Diego, Public Utilities Department

Contact Name and Phone Number: Larry Abutin, Assoc. Engineer / 619.533.4224

Contact Email: LAbutin@sandiego.gov

Address: 9192 Topaz Way, San Diego, CA 92123

---

Contract Date: June 20, 2017

---

Contract Amount: \$4,000,000

---

Requirements of Contract: As-Needed Comprehensive Groundwater Consultant Services (Contract #H166787)

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**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: SEE ATTACHMENT A

Contact Name and Phone Number:

Contact Email:

Address:

Contract Date:

Contract Amount:

Requirements of Contract:

What portion of work will be assigned to this subcontractor:

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

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

**K. STATEMENT OF AVAILABLE EQUIPMENT:**

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

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

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

Pledge of Compliance Initial submission.

OR

Update to prior Pledge of Compliance dated 06/13/2012

Complete all questions and sign below.

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

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

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

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

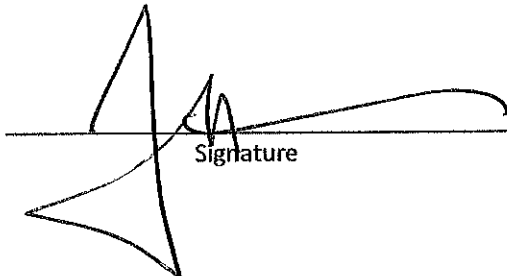
(c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).

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

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

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

John A. Murphy  
Chief Financial Officer  
\_\_\_\_\_  
Name and Title

  
\_\_\_\_\_  
Signature

11/2/2018  
\_\_\_\_\_  
Date

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

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

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

**C. OWNERSHIP AND NAME CHANGES**

See attached Certificate of Amendment of Articles of Incorporation.

**G. COMPLIANCE**

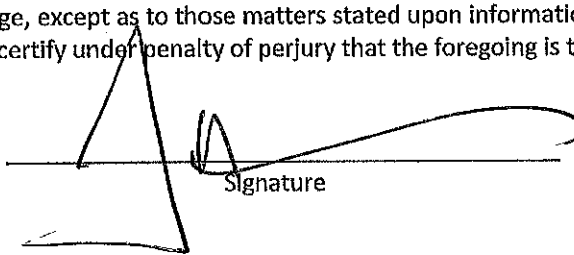
The following is a disclosure for the licensing settlement agreements:

Kleinfelder, Inc. entered into three Consent Orders or Settlement Agreements over the last five years. The actions were administrative and derivative in nature for the inadvertent failure to renew a license and/or the failure to disclose other Consent Orders or Settlement Agreements. None of the matters related to the quality of Kleinfelder's engineer work, and none of the matters resulted in a suspension of our license. The following is a more detailed description of the matters:

- On May 19, 2015, the Ohio State Board of Registration for Professional Engineers and Surveyors approved Kleinfelder's Settlement Agreement with the Board. The Agreement concerned Kleinfelder's unintentional failure to report Kleinfelder's Consent Order with the Idaho Board in 1999. As part of the Agreement, Kleinfelder, Inc. remitted a \$500 penalty fee.
- On January 17, 2017, Kleinfelder and the Ohio State Board of Registration for Professional Engineers and Surveyors executed a Settlement Agreement, concerning Kleinfelder offering and providing professional engineering services after its Certificate of Authorization had temporarily lapsed. As part of the Agreement, Kleinfelder remitted a \$3,000 penalty fee. Kleinfelder remains in good standing with the Ohio Board.
- On December 6, 2017, Kleinfelder executed a Consent Order with the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors, concerning Kleinfelder's inadvertent failure to report its Settlement Agreement with the Ohio Board in 2017. As part of the Agreement, Kleinfelder, Inc. remitted a \$1,000 penalty fee. Kleinfelder remains in good standing with the Oklahoma Board.
- On April 4, 2018, Kleinfelder received a notice by the Missouri Board for Architects, Professional Engineers, Professional Land Surveyors, and Professional Landscape Architects, following Kleinfelder's voluntary disclosure of prior actions in connection with a license renewal. The Board filed a complaint for Kleinfelder's prior nondisclosures of disciplinary actions in previous renewal applications. The current proposed remedy is a probationary period of up to one year. Negotiations concerning the complaint are ongoing.

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

John A. Murphy  
Chief Financial Officer  
\_\_\_\_\_  
Print Name, Title

  
\_\_\_\_\_  
Signature

11/2/2018  
\_\_\_\_\_  
Date

CITY OF SAN DIEGO  
Sensitive Information Authorization Acknowledgement Form- City  
Contractors/Vendors

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

|   |   |  |
|---|---|--|
| Name (Printed)<br>Edward Matthews                                     | eMail Address<br>ematthews@kleinfelder.com    | Network (AD) Login/User ID                     |
| Company/Organization<br>Kleinfelder, Inc                              |   | Contractor/Vendor Office Phone<br>619.831.4552 |
| City Department (managing contract)<br><b>Public Works Department</b> |   | Contractor/Vendor Office FAX                   |
| City Contract Manager's Name (Printed)<br>Ivan Hoffman                | City Contract Manager's Phone<br>619-533-5196 | City Contract Manager's Mail Sta.<br>908A      |

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

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

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

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

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

Acknowledgement

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



Contractor's/Vendor's Signature

12/1/2018

Date Signed



City Contract Manager's Signature

12/19/2018

Date Signed

Stump-55  
12/04/18  
(O-2019-67)

ORDINANCE NUMBER O- 21019 (NEW SERIES)

DATE OF FINAL PASSAGE DEC 10 2018

AN ORDINANCE OF THE COUNCIL OF THE CITY OF  
SAN DIEGO AUTHORIZING A CONSULTANT AGREEMENT  
WITH KLEINFELDER INC. FOR PROFESSIONAL DESIGN  
AND CONSTRUCTION SUPPORT SERVICES OF THE  
LAKESIDE VALVE STATION REPLACEMENT (H186974)  
PROJECT; AND TAKING RELATED ACTIONS.

WHEREAS, this item will execute and award an Agreement for professional services with Kleinfelder Inc. for design and construction support services of the Lakeside Valve Station Replacement (H186974) Project in an amount not to exceed \$2,637,116 (Agreement);

WHEREAS, this Agreement will be completed beyond five years; and

WHEREAS, under San Diego Charter section 99, no contract, agreement or obligation extending for a period of more than five years may be authorized except by ordinance adopted by a two-thirds' majority vote of the City Council; NOW, THEREFORE,

BE IT ORDAINED, by the Council of the City of San Diego, as follows:

Section 1. That the Mayor, or his designee, is authorized to execute, for and on behalf of the City, an agreement with Kleinfelder Inc., for Design and Construction Support Services in an amount not to exceed \$2,637,116, contingent upon adoption of the Annual Appropriation Ordinance for the applicable fiscal year, and contingent upon the Chief Financial Officer first furnishing one or more certificates certifying that funds necessary for expenditure are, or will be, on deposit with the City Treasury, in connection with the Lakeside Valve Station Replacement (H186974) Project, under the terms and conditions set forth in the Agreement, on file in the Office of the City Clerk as Document No. OO- 21019.

Section 2. That the Chief Financial Officer is authorized to expend an amount not to exceed \$2,637,116 in CIP AKA.00003, Large Diameter Water Transmission PPL (B-17082, Lakeside Valve Station Replacement), Fund 700010, Water Utility CIP for the purpose of executing this consultant agreement.

Section 3. That the Chief Financial Officer is authorized, upon advice from the administering department, to transfer excess funds, if any, to the appropriate reserves.

Section 4. That a full reading of this ordinance is dispensed with prior to passage, a written copy having been made available to the Council and the public prior to the day of its passage.

Section 5. That this ordinance shall take effect and be in force on the thirtieth day from and after its final passage.

APPROVED: MARA W. ELLIOTT, City Attorney

By



Mark M. Mercer  
Deputy City Attorney

MMM:cw  
10/26/18  
Or.Dept: Public Works Department  
CC No.: 3000011470  
Doc. No.: 1866746

I hereby certify that the foregoing Ordinance was passed by the Council of the City of San Diego, at this meeting of DEC 04 2018.

ELIZABETH S. MALAND  
City Clerk

By Connie Patterson  
Deputy City Clerk

Approved: 12/10/18  
(date)

Kevin L. Faulconer  
KEVIN L. FAULCONER, Mayor

Vetoed: \_\_\_\_\_  
(date)

\_\_\_\_\_  
KEVIN L. FAULCONER, Mayor

Passed by the Council of The City of San Diego on DEC 04 2018, by the following vote:

| Councilmembers  | Yeas                                | Nays                     | Not Present              | Recused                  |
|-----------------|-------------------------------------|--------------------------|--------------------------|--------------------------|
| Barbara Bry     | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Lorie Zapf      | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Chris Ward      | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Myrtle Cole     | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Mark Kersey     | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Chris Cate      | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Scott Sherman   | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| David Alvarez   | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Georgette Gomez | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Date of final passage DEC 10 2018

AUTHENTICATED BY:

KEVIN L. FAULCONER

Mayor of The City of San Diego, California.

ELIZABETH S. MALAND

City Clerk of The City of San Diego, California.

(Seal)

By Connie Petterson, Deputy

I HEREBY CERTIFY that the foregoing ordinance was not finally passed until twelve calendar days had elapsed between the day of its introduction and the day of its final passage, to wit, on

NOV 13 2018

and on

DEC 10 2018

I FURTHER CERTIFY that said ordinance was read in full prior to passage or that such reading was dispensed with by a vote of five members of the Council, and that a written copy of the ordinance was made available to each member of the Council and the public prior to the day of its passage.

ELIZABETH S. MALAND

City Clerk of The City of San Diego, California.

(Seal)

By Connie Petterson, Deputy

Office of the City Clerk, San Diego, California

Ordinance Number O- 21019



Passed by the Council of The City of San Diego on December 4, 2018, by the following vote:

**YEAS:** BRY, ZAPF, WARD, COLE, KERSEY, CATE, SHERMAN, ALVAREZ, GÓMEZ.

**NAYS:** NONE.

**NOT PRESENT:** NONE.

**RECUSED:** NONE.

AUTHENTICATED BY:  
**KEVIN L. FAULCONER**  
Mayor of The City of San Diego, California  
**ELIZABETH S. MALAND**  
City Clerk of The City of San Diego, California

(Seal)

By: Connie Patterson, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of ORDINANCE NO. O-21019 (New Series) of The City of San Diego, California.

I FURTHER CERTIFY that said ordinance was not finally passed until twelve calendar days had elapsed between the day of its introduction and the day of its final passage, to wit, on November 13, 2018, and on December 10, 2018.

I FURTHER CERTIFY that said ordinance was read in full prior to passage or that such reading was dispensed with by a vote of five members of the Council, and that a written copy of the ordinance was made available to each member of the Council and the public prior to the day of its passage.

**ELIZABETH S. MALAND**  
City Clerk of The City of San Diego, California

(SEAL)

By: Connie Patterson, Deputy