

February 4, 2020

VIA EMAIL: ematthews@kleinfelder.com

Ed Matthews, Project Manager
Kleinfelder, Inc.
550 West C Street, Suite 1200
San Diego, CA 92101

Subject: Agreement for Design of El Monte Water Transmission Pipeline
Rehabilitation; Transmittal of Agreement Document RR-312758/H197037;
Notice to Proceed

Dear Mr. Ed Matthews:

On January 30, 2020, the City of San Diego (City) executed the subject Agreement. This action constitutes the Notice of Award.

Said Agreement is for the Design of El Monte Water Transmission Pipeline Rehabilitation, with a total not-to-exceed contract amount of \$2,724,788 (consisting of \$2,369,381 for the Scope of Services and \$355,407 for Additional Services) for the accomplishment of same. Issuance of Additional Services is at the City's sole discretion and would be done so via a written Task Authorization, under separate cover, by the City's Project Manager or designee. The total contract amount consists of two (2) phases as delineated in contract Paragraph 3.1.1 with Phase 1 having a total not-to-exceed contract amount of \$999,227.

Additionally, your DIR Project ID number is 319799. It is your responsibility to share this number with all applicable Subs, regardless of tier. This number is needed to submit certified payroll records into the DIR's Electronic Certified Payroll Reporting (eCPR) database.

Therefore, the City hereby issues this Notice to Proceed for Phase 1 only for the Scope of Services delineated in Exhibit A of the aforementioned Agreement. The release of Phase 2 will be issued under separate cover by the City's Project Manager or designee, in accordance with the schedule delineated in contract Paragraph 3.1.1.

If there are any questions, please contact Delfa Genova, Associate Engineer – Civil at (619) 533-3427 or via email at DFGenova@san diego.gov.

DUPLICATE

ENCLOSURE 1

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

**FOR
DESIGN OF EL MONTE WATER TRANSMISSION PIPELINE
REHABILITATION**

CONTRACT NUMBER: H197037

Document No. RR-312758
Filed DEC 10 2019
Office of the City Clerk
San Diego, California

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DESIGN PROFESSIONAL AGREEMENT EXHIBITS

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Exhibit B - Compensation and Fee Schedule

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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 El Monte Water Transmission Pipeline Rehabilitation [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, this Agreement shall be effective until completion of the Scope of Services or for no more than sixty (60)

months, whichever is the earliest. Any extension beyond sixty (60) months will require City Council approval via Ordinance.

2.2 Time of Essence. Time is of the essence for each provision of this Agreement, unless otherwise specified in this Agreement. The time for performance of 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

ARTICLE III COMPENSATION

3.1 Amount of Compensation. The total compensation payable by the City to the Design Professional for performance of all Professional Services rendered in accordance with this Agreement, including reasonably related expenses, shall not exceed \$2,724,788. The compensation for the Scope of Services shall not exceed \$2,369,381 and the compensation for Additional Services (described in Section 3.2), if any, shall not exceed \$355,407. Moreover, the total compensation to be paid to the Design Professional by the City for all work performed under each phase of this Agreement shall not exceed the amount for each phase as specified in the Phased Funding Schedule in Section 3.1.1 unless said amount is modified in writing by an amendment to this Agreement.

3.1.1 Phased Funding Schedule. The work to be performed under this Agreement shall be performed during the separate and specific phases identified in the following Phased Funding Schedule, and further defined in the Scope of Services [Exhibit A] for the not to exceed values listed in the Compensation and Fee Schedule [Exhibit B] and in accordance with the Time Schedule [Exhibit C].

PHASED FUNDING SCHEDULE		
Funding Phases	Tasks	Not to Exceed Total Amount
1	Task 1-6.	\$999,227
2	Tasks 7-13 with a scheduled start date of September 1, 2020	\$1,725,561
Total		\$2,724,788

3.1.2 The Parties expressly agree and understand that each Funding Phase is subject to funds being appropriated and authorized by the City Council each fiscal year. The City's obligations and the Design Professional's obligations under this multi-phase contract which shall be funded by multi-phase funding authorizations are as follows:

a. Only Phase 1 funding is available at time of contract award and no other phases are authorized. The City shall so notify the Design Professional in writing when the next Phase has been funded.

b. The City is not obligated to the Design Professional for any amount over that specified in the Funding Schedule that has been authorized by the City Council.

c. The Design Professional is not obligated to incur costs for the performance of work required for any subsequent Funding Phase after the first phase, until written notification is received from the City of the availability of funds for the next Phase. The Design Professional's obligation shall increase only to the extent authorized by the City.

d. If the Agreement is terminated under Section 2.6 "City's Right to Terminate for Convenience", the settlement proposal shall be determined pursuant to procedures established in that section. The Design Professional shall be entitled to compensation for only those Services provided under Funding Phases that have been authorized by the City.

e. The Phase Funding schedule may be amended as required by the City.

3.1.3 The not-to-exceed amounts stated in the Funding Schedule in Paragraph 3.1.1 above include the following two specific elements:

3.1.3.1 Work described in this AGREEMENT and its Exhibits; and

3.1.3.2 Additional Services that may be authorized under Paragraph 3.2 of this AGREEMENT.

Funding Phases	Not to Exceed Amount for Scope of Services	Not to Exceed Amount for Additional Services	Not to Exceed Total Amount
1	\$949,227	\$50,000	\$999,227
2	\$1,420,154	\$305,407	\$1,725,561
Total	\$2,369,381	\$355,407	\$2,724,788

3.2 Additional Services. The City may require that the Design Professional perform additional Professional Services [Additional Services] beyond those basic services 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 above Phased Funding Schedule and 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 Phased Funding Schedule and Compensation and Fee Schedule. The Design Professional shall submit one invoice per calendar month in a form acceptable to 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.

4.3.1.5 Aircraft Liability. Design Professional shall procure and maintain or cause its subconsultant to procure and maintain Aircraft Liability insurance to cover aviation operations related to this Agreement in an amount not less than \$1 million combined single limit for bodily injury and property damage.

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, and (c) your work, including but not limited to your completed operations performed by you or on your behalf.

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

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

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

4.3.4.3 Aircraft 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 Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives.

PRIMARY AND NON-CONTRIBUTORY COVERAGE. The policy or policies must be endorsed to provide that the insurance afforded by the Aircraft 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.

4.3.5 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, hydromodification 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.

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

Labor Code section 1725.5; or (3) the subconsultant is replaced by another registered subconsultant pursuant to Public Contract Code section 4107.

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

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

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

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

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

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

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

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 Delfa Genova, 525 B Street, Suite 750, San Diego, CA 92101, and notice to the Design Professional shall be addressed to: Kleinfelder, Inc., Ed Matthews, 550 West C Street, 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 Mathews, Simon Wong, Richard Vander Schaaf and Marc Weinberger [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.

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IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor, pursuant to Resolution Number RR- 312758, authorizing such execution, and by the Design Professional pursuant to Kleinfelder Inc.'s signature authority document.

I HEREBY CERTIFY I can legally bind Kleinfelder, Inc. and that I have read all of this Agreement, this 7th day of NOVEMBER, 2019.

By [Signature]
John Murphy
Chief Financial Officer

Dated this 29th day of January, 2020.

THE CITY OF SAN DIEGO
Mayor or Designee

By [Signature]
Cindy Crocker
Principal Contract Specialist
Public Works Contracts

I HEREBY APPROVE the form of the foregoing Agreement this 30th day of January, 2020

MARA W. ELLIOTT, City Attorney

By [Signature]
Deputy City Attorney

RR- 312758

SCOPE OF SERVICES

SCOPE OF SERVICES

This 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 & Construction Cost Estimate), assistance during Bidding, and Construction Support of the DESIGN OF EL MONTE WATER TRANSMISSION PIPELINE REHABILITATION herein referred to as "Project".

PROJECT DESCRIPTION

The El Monte Pipeline (EMPL) is a critical raw water transmission pipeline which delivers raw water from two reservoirs, San Vicente and El Capitan, as well as the San Diego County Water Authority (CWA) 1st Aqueduct to the Alvarado Water Treatment Plant (AWTP). The El Monte Pipeline is within the County of San Diego (unincorporated Lakeside), Santee, El Cajon, City of San Diego, and La Mesa. The El Monte Pipeline, constructed between the years of 1942 and 1948, has been a reliable asset to the Alvarado system. This Project focuses on the continued reliability of this raw water pipeline. The design portion of the scope of services details the necessary improvements to the pipeline structure, pipeline appurtenances and access locations, both during construction and that required for future maintenance. Pre-design activities, detailed design, construction phasing, community outreach, traffic control, ADA improvements, landscape restoration design and bid and construction phase services are included within this scope of services. Optional services have been included for consideration of the overall aims of the Project.

The El Monte Pipeline Rehabilitation PROJECT includes design of pipeline replacement sections and appurtenances, improvements to access locations (manways), design of lining and joint repairs, spot repairs, including preparation activities for pipeline shut-downs, and the development of shut-down procedures needed for future pipe entry and inspection.

The El Monte Pipeline was constructed in four distinct segments:

Section	Design Drawings - Constructed	Pipe Material	Length (miles)
I	1942 - 1946	RCSC – Reinforced Concrete Steel Cylinder	2
II	1946 - 1948	RCSC – Reinforced Concrete Steel Cylinder	6
III (Grossmont Tunnel)	1946 - 1948	Cast-in-Place Reinforced Concrete	1.2
IV	1946 – 1947 (2004)	RCP – Reinforced Concrete Pressure Pipe (original, no cylinder), CML&C Steel Pipe, approximately 400 LF replaced in 2004	3

The El Monte Pipeline was inspected by ARCADIS as part of the El Monte Raw Pipeline and Tunnel Condition Assessment Study (August 2015). Specific spot repairs, designated replacement segments, raising of air-vacuum release valves and manways, installation of blow-off valves and joint repair are summarized in Tables 3-3, 3-5 and Tables 6-1 through 6-3 of the report. This scope of work is based on recommendations of the ARCADIS Study, Project Scope of Work as presented in the Request for Proposal, Contract H197037 and limits presented in the City of San Diego Pre-Design Report, El Monte Pipeline Rehab, WBS # S-10008 (June 6, 2018). In accordance with the City's Pre-Design Report, El Monte Pipeline Rehab, WBS# S-10008, the design intent is to rehabilitate the four sections of pipeline to provide a minimum of a 25-year increase in Estimated Years of Remaining Service Life (YRSL) and provide means for City forces or third-party Contractors to safely enter the El Monte Pipeline for future inspection and repair on a five-year shutdown and inspection cycle.

The Project interfaces with the Lakeside Valve Station Replacement (LVSR) which is an ongoing project to demolish and replace the existing underground valve station, the Lakeside Pumping Plant and associated piping. The LVSR is located at 12450 Woodside Ave in Lakeside, CA and joins Section I and Section II of the El Monte Pipeline.

Project management tasks are distributed within the detailed design tasks and include project kick-off meeting (with the City and internal kick off meeting), design resolution meetings at 30%, 60%, 100% and final, community group meetings (4 total), monthly progress meetings (20 total) and contract administration (invoicing, progress reports, project controls).

PROJECT TASKS

TASK 1. SITE INVESTIGATION, DATA COLLECTION, RECORD RESEARCH (Phase 1)

Under this task, the team will collect available information and data required to mobilize and conduct pre-design activities, research wet and dry utilities along the impacted areas of the El Monte Pipeline as well as research the logistics of shutdowns.

1.1 Utility Research

Potholing: Kleinfelder will perform utility location by vacuum excavation for a maximum of thirty (30) pothole locations and up to three (3) test pit locations and provide visible, nonerasable witness points for each utility located. This task includes coordination with USA DigAlert for local utility information, follow-up with the identified utilities, and mapping prior to finalizing the pothole locations. Potholing will help the team determine the depth of the water piping, locate appurtenances, and clarify the locations of potential conflicting utilities along the alignment. Typically, potholing would occur as an early pre-design activity. Due to the nature of the El Monte project however, this activity is likely to occur between 30% and 60% design activities. Delaying this activity will be more cost-effective and allow a focused potholing and utility investigation based on early discovery activities.

DELIVERABLES

- Utility As-built Plans (PDF)
- Test Pit Photographs and Findings (PDF)
- Potholing/Utility Exploration Report (PDF)

1.2 Records Research

Kleinfelder will conduct records research, documentation of past shutdowns/durations and costs thereof. Additionally, obtain as-built drawings, and collect available information including: projected durations, consequences of extended shutdowns, phasing, current operation of the Alvarado system, and the operational impacts of future needs on Alvarado system. Also included is a comprehensive review of record drawings, studies, reports, current operational strategies and information or data necessary for production of technical memoranda to assist in the basis of design and phasing plans for the project.

1.3 Survey and Base Mapping

Kleinfelder will prepare topographic or site-specific mapping for the sites of interest for the Project.

Ten local conditions are scoped for this Project in addition to the specific areas designated below. Kleinfelder will verify site conditions and create digital base maps to be used for plans, reports, and exhibits using record maps, public and private utility drawings.

Draft survey MicroStation CADD files will be submitted to Public Works Department (PWD) surveying engineers for review and acceptance and in accordance with the Citywide CADD Standards 2018 Edition. Comments will be addressed following PWD surveying review, and a final survey CADD file will be submitted.

Kleinfelder will prepare strip and/or localized surveys to cover sites of interest and to capture necessary mapping for the following areas and/or zones related to the pipe rehabilitation design, include utility research. Strip or local surveys will capture vital surface features such as centerline of roadways, valve cans and visible surface elements. This scope of services covers the identified areas and/or zones summarized here as well as the six additional ADA sites described below:

- a) Aerial survey of Section I (2 miles in length), Section II (6 miles in length) and Section IV (3 miles in length)
- b) Grossmont Tunnel (Section III): Kleinfelder will provide three (3) localized ground surveys, one at each tunnel portal (East Portal at STA 439+20 and West Portal at STA 512+75) and one at the east air vent (STA 434+35). Each localized survey will be approximately 75-feet by 75-feet in area. Aerial survey is not included for the tunnel alignment.
- c) Air Relief Valves: Kleinfelder will provide twelve (12) localized ground surveys for air relief valves. Each localized survey will be approximately 75-feet by 75-feet in area. Surveys will include pipe and street centerline, pipeline easements at each location as feasible.
- d) Manway Access: Kleinfelder will provide ten (10) localized ground surveys for manways. Each localized survey will be approximately 75-feet by 75-feet in area. Surveys will include pipe and street centerline, critical surface features, pipeline easements at each location as feasible.
- e) ADA Improvements: Kleinfelder will provide six (6) localized ground surveys where ADA ramp improvements will be required. Each location will include intersection corners and sidewalk features.
- f) Blow-off and added as-needed sites: Kleinfelder will provide four (4) additional localized ground surveys, two (2) blow-off locations and two (2) additional sites as-needed. Each localized survey will measure approximately 75-feet by 75-feet in area.

If it is determined that additional aerial survey or localized ground surveys are required for the Design, that will be considered outside of this scope of services and will be provided at an additional cost.

1.4 Geotechnical Desktop Study

Kleinfelder will conduct a geotechnical desktop review of geologic maps, aerial photographs and available reports to assist in characterizing the approximate limits of the various geologic units and soil types along the pipeline alignment. The desktop study will identify nearby active fault, general geologic conditions, and areas which may have the potential for liquefaction or may be prone to slope instability. The principal purpose of this limited desktop study is to provide a general characterization of the existing geologic conditions along the pipeline and identify zones which may pose significant risk during a seismic event. The study will also identify data gaps and provide a basis for further field investigation such as soil borings or test pits.

DELIVERABLES

- Draft Geotechnical Desktop Investigation (PDF)

- Final Geotechnical Desktop Investigation (PDF)

TASK 2. ENVIRONMENTAL AND PERMITTING SUPPORT SERVICES (Phase 1)

The Kleinfelder team will coordinate with City Public Works and Planning staff in the early stages to determine the most appropriate path for California Environmental Quality Act (CEQA) compliance. Early coordination during the design process is necessary to identify environmental constraints, possibly avoid sensitive environmental resources, and reduce the need for additional environmental compliance.

2.1 Environmental Support of City Staff

The Kleinfelder team will coordinate with City staff to provide environmental support to City staff that may include preliminary desktop level planning and constraints review, basic exhibit and GIS support, and consultation on CEQA compliance. This scope of work does not include any environmental technical studies or analyses, such as air quality, noise, greenhouse gas emissions, cultural/historical resources, and biology in support of CEQA documentation. This scope of work also does not include any preparation of the chosen CEQA documentation. A separate scope would be required for any environmental technical studies or preparation of CEQA documentation should the City determine such efforts will be required.

DELIVERABLES

- Environmental support, as required.

TASK 3. PERMITTING (Phase 1)

The El Monte Pipeline passes through the cities of Santee, El Cajon, La Mesa, the County of San Diego, Metropolitan Transit System (MTS) and Caltrans rights-of-way. Permitting will require careful coordination between the various stakeholders. Each jurisdiction which the El Monte Pipeline passes through will have requirements for encroachment, access, traffic control, and construction within their right-of-way, easement, or jurisdictional alignment.

In addition to local jurisdictions, the San Diego Air Pollution Control District (SD APCD) will govern if friable materials such as asbestos cement pipe (ACP) are encountered. At this stage, ACP or asbestos containing materials are assumed not to be encountered and thus are not included in this Scope of Services.

Kleinfelder will identify permitting agency requirements and prepare permit applications as described below. It is assumed, for the basis of this scope of services, that the obtaining of permits for construction will be the responsibility of the Contractor. Permit responsibility for this task is limited to providing assistance during construction for applications and for providing traffic control and/or encroachment permits for investigation during design. All fees for permits, review fees by either the Cities, County of San Diego, Caltrans, MTS, or any other jurisdictional agency are assumed to be paid for by the City of San Diego and are not included in this scope of services.

3.1 Caltrans Coordination

Section II crosses Caltrans right-of-way at the SR 67 and SR 52 flyover bridges. It is anticipated that a Caltrans encroachment permit will be required for access during construction. No encroachment permits are assumed to be required to gain access to Caltrans right-of-way during design. Kleinfelder will prepare a Caltrans Encroachment Permit application with corresponding support materials and coordinate review meetings with Caltrans so that review and incorporation of comments can be completed, and the City's portion of the double permit is complete prior to bidding.

3.2 MTS Trolley Coordination

Both Section II and IV may require coordination with MTS Trolley. The Section II alignment crosses MTS Trolley tracks at the Arnele Avenue Station in El Cajon. The Section IV alignment closely parallels the MTS Trolley tracks at Amaya Drive in La Mesa. A Right-of-Entry permit is required when entering MTS right-of-way for any purpose. Kleinfelder will prepare the Right-of-Entry permit application and corresponding support materials, as well as coordinate with MTS so that review and incorporation of comments can be completed prior to bidding. Kleinfelder assumes that permanent facilities will be sited during preliminary design to avoid MTS right-of-way and further encroachment permitting/licensure with MTS will not be required.

3.3 City of Santee Coordination

Section II partially falls within the City of Santee and will require traffic control for potholing and other field investigations, Kleinfelder will prepare applications for and obtain the required permits for the field investigations included in this Scope of Services. Additionally, Kleinfelder will coordinate with the City of Santee to incorporate their design requirements (paving, traffic control, etc.) into the design package for Section II. Kleinfelder will prepare an encroachment permit application for construction. Kleinfelder anticipates that the Contractor will pull the actual permit from the City of Santee for construction.

3.4 City of El Cajon Coordination

Section II falls within the City of El Cajon and will require traffic control for potholing and other field investigations, Kleinfelder will prepare applications for and obtain the required permits for the field investigations included in this Scope of Services. Additionally, Kleinfelder will coordinate with the City of El Cajon in order to incorporate their design requirements (paving, traffic control, etc.) into the design package for Section II. Kleinfelder will prepare an encroachment permit application for construction. Kleinfelder anticipates that the Contractor will pull the actual permit from the City of El Cajon for construction.

3.5 San Diego County Coordination

San Diego County coordination will be required for two areas: the unincorporated sections of Section I within Lakeside and Section II which passes through Gillespie Field (lies within City of El Cajon). Kleinfelder will prepare applications for and obtain the required permits for the field investigations included in this Scope of Services. Kleinfelder will coordinate with the County of San Diego in order to incorporate their design requirements (paving, traffic control, etc.) into the design package. Kleinfelder will prepare an encroachment permit application for construction. Kleinfelder anticipates that the Contractor will pull the actual permit from the County for construction.

3.6 City of La Mesa Coordination

Section IV falls mainly within the City of La Mesa (the final segment which falls within the City of San Diego on the Alvarado Water Treatment Plant site) and will require traffic control for potholing and other field investigation, Kleinfelder will prepare applications for and obtain the required permits for the field investigations included in this Scope of Services. Additionally, Kleinfelder will coordinate with the City of La Mesa in order to incorporate their design requirements (paving, traffic control, etc.) into the design package. Kleinfelder will prepare an encroachment permit application for construction. Kleinfelder anticipates that the Contractor will pull the actual permit from the City of La Mesa for construction.

3.7 Private Property Coordination

Improvements to the El Monte Pipeline may encroach on private property. In this case, Kleinfelder will assist the City easement and acquisition department to negotiate construction or permanent easements within these areas. For the basis of this scope of services, Kleinfelder assumes that five (5) private property parcels fall under this task.

3.8 CEQA+ Support

The Kleinfelder team will coordinate with City Public Works and Planning staff to assist in exhibits and minor support tasks should the City pursue Federal funding or State Revolving Fund (SRF) funds for this project. It is assumed that the City will take the lead role in the event that CEQA+ is deemed necessary and assistance is limited to fall within the budgeted amount in the accompanying fee proposal.

3.9 Permitting Summary Report

A report will be generated with a matrix outlining the necessary permits required for construction along the 12.2-mile alignment. Specific requirements for each will be described to assist the contractor in obtaining necessary permits for the access, rehabilitation and closeout of these improvements.

DELIVERABLES

- Draft Permitting Summary Report (PDF)
- Final Permitting Summary Report (PDF)

TASK 4. 30% DESIGN (Phase 1)

Upon complete submission and approval of pre-design deliverables, Kleinfelder will proceed with design development as shown in Tasks 4, 5, 6 and 7. 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. Labor effort for our Independent Technical Reviewers is included within each detailed design task.

30% Design Submittal: Kleinfelder will produce 30% level design documents, incorporating technical studies, permitting summary report and backup information as described below.

DELIVERABLES

- 30% Level Design Drawings – 5 sets of half sized, 10 sets full-sized plans, electronic PDF
- Specifications Table of Contents
- Preliminary Opinion of Probable Construction Cost
- Traffic control staging concepts and ADT research

TASK 5. 60% DESIGN (Phase 1)

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 from their 30% review. The 60% design will include:

DELIVERABLES

- 60% Level Design Drawings – 5 sets of half-sized and 10 sets of full-sized plans (PDF)
- Updated 30% design drawings and additional drawings for 60% level design
- Design calculations for proposed improvements
- Written responses to the City's 30% design review comments
- Draft Project Specific Technical Specifications in CSI format
- Updated Opinion of Probable Construction Cost

TASK 6. 100% DESIGN (Phase 2)

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:

DELIVERABLES

- 100% Level Design Drawings – 5 sets of half-sized and 25 sets of full-sized plans (PDF)
- Written responses to the City's 60% design review comments
- Revised design calculations (if applicable)
- Greenbook and/or Whitebook Specifications
- Project Specific Technical Specifications in CSI format
- Updated Opinion of Probable Construction Cost
- Ten (10) specification manuals for the City-Wide Plan Check Process

TASK 7. FINAL DESIGN SUBMITTAL (Phase 2)

Final Design submittal is considered fully completed in all aspects and considered bid ready. Kleinfelder shall incorporate City review comments from the 100% submittal. Kleinfelder shall submit the final deliverables consisting of design plans, specifications and cost estimate and incorporate in-house review comments, City review comments and open issues shall be addressed and resolved prior to submittal of these documents to the City Project Manager.

DELIVERABLES

- Final Design Drawings
 - Five (5) sets of half-sized and
 - Four (4) sets of full-sized plans and
 - One (1) electronic copy in MicroStation format in accordance with City CADD guidelines
 - One set of reproducible Mylar drawings
- Written responses to the City's 100% design review comments
- Final specifications manuals:
 - Five (5) hard copies and
 - One (1) electronic copy in Microsoft Word format
- Final Opinion of Probable Construction Cost including electronic files
- Sequence and Schedule of Construction

TASK 8. TEMPORARY CONSTRUCTION EASEMENTS (Phase 2)

Kleinfelder will assist the City in the processing of an assumed ten (10) temporary construction easements through the Real Estate Assets Department. Preparation includes necessary drawings and legal description and up to one revision for each of the ten temporary construction easements.

8.1 Consolidate Easement Requirements

Kleinfelder will assist the City in the processing of temporary construction easements (TCE) through the city's Real Estate Assets Department. For the basis of this scope of services, ten (10) temporary construction easements are assumed. Field surveying services will locate existing monuments sufficient to establish the limits of the encumbered property. Office drafting services will prepare City of San Diego B-sheet plats for the temporary construction easements.

8.2 Prepare Plan and Legal Descriptions (10 assumed as basis of scope of services and fee)

Legal descriptions will be provided, prepared by a licensed Professional Land Surveyor. Kleinfelder will assist the City in providing final, recordable copies of each TCE through the Real Estate Asset Department.

TASK 9. PUBLIC RELATIONS (Phase 2)

Kleinfelder will conduct community outreach efforts throughout the design phase as well as during the construction phase. Kleinfelder will assist and coordinate with City staff on all project-specific outreach initiatives as outlined in this section.

9.1 Community Outreach Plan

Kleinfelder will identify community groups and impacted communities critical to the success of this project using methods consistent with City requirements for public outreach.

DELIVERABLES

- Community Outreach Plan (PDF)

9.2 Community Outreach Meetings

Kleinfelder will conduct meetings with community groups, impacted communities, and the general public as outlined below:

9.2.1 Community Planning Group Meetings

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

Participation at these meetings will not exceed the following:

Four (4) Meetings at two (2) hours each.

Up to two staff (2) attending per meeting, assume Yen Tu and Design Section Manager or designated representative.

DELIVERABLES

- Meeting Agendas
- Informational Handouts
- Meeting Minutes, Draft and Final

9.2.2 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 by 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.

Participation for this task is as follows:

Four (4) Workshops at three (3) hours each (one for each City)

Two (2) persons attending per meeting

DELIVERABLES

- Workshop Agendas
- Workshop PowerPoint Presentations

- Workshop Minutes, Draft and Final

9.2.3 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

- Visual simulations (three boards are assumed) of proposed improvements for community groups
- Project fact sheets
- Workshop advertisements

TASK 10. BID SUPPORT SERVICES (Phase 2)

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

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

Two (2) Meetings at two (2) hours each

Three (3) persons attending per meeting, two Kleinfelder, one Dudek

10.2 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 response to 10 RFIs or Clarification responses.

10.3 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 preparation of 2 addenda.

TASK 11. CONSTRUCTION SUPPORT (Phase 2)

This task will provide assistance to City staff during the construction phase of the El Monte Pipeline Rehabilitation. 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.

11.1 Meetings

Attend pre-pre-construction, pre-construction, and monthly progress meetings (30 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. One or 2 persons will attend each meeting.

11.2 Submittal Review

- Review Contractor submittals in a timely fashion with respect to Submittal Master and Tracking List.
- Provide responses within ten (10) working days after submission
- One hundred (100) submittals are assumed with fifty (50) submittals requiring at least a second iteration of submittals

DELIVERABLES

- 100 primary Submittal Reviews, 50 secondary Submittal Reviews
- Responses within 10 working days

11.3 Change Orders

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

- 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 are included in this scope of work.

11.4 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.

One hundred (100) RFI/RFCs are included in this scope of work.

DELIVERABLES

- 100 Requests for Information (RFIs) are assumed
- Responses within 5 working days

11.5 As-Built Drawings

Kleinfelder will update the original Contract Documents based on information (RFIs, Design Changes, Change Orders, redlines) received from the Contractor through the City designated Construction Manager to create representative as-built or record drawings of the Work. City standards for As-Built drawings will be followed.

TASK 12. CONDITION ASSESSMENT AND GEOTECHNICAL SERVICES (Phase 2)

Services are described here which the design team can provide should these services be required.

12.1 Condition Assessment of Uninspected El Monte Pipeline Segment (Section IV only)

12.1.1 Condition Assessment Planning Study:

The following segment of Section IV of the El Monte Water Transmission Pipeline was identified in the Arcadis report as not being inspected with the recommendation that additional condition assessment be performed:

- Approximately 300 ft. of 72-inch cement mortar lined and coated steel (CMLCS) pipe from STA 655+33 to isolation valve V40 at the Alvarado WTP

Kleinfelder will meet with the City to discuss the absent condition assessment and how to obtain the information we wish to obtain from additional field inspections and assessments of the identified section. We will also discuss existing field conditions and restrictions to pipe access, as well as options for potential field inspections, pipe testing, and observations made through physical entries or by mechanical means. Kleinfelder will evaluate currently available inspection methods and technologies that are applicable to the 72-inch CMLCS pipe including existing pipe access and dewatering methods. The results of our analysis and inspection options will be presented in a letter report which addresses:

- Presentation of the recommended inspection method(s) or technology(ies)
- Methods to close V40 at the Alvarado Water Treatment Plant to facilitate inspection
- Planning and scheduling to coordinate the field inspections with the rehabilitation construction contract
- A budget cost estimate for the field inspections and report of inspection results

DELIVERABLES

- Draft Additional Condition Assessment Planning Study (PDF)
- Final Additional Condition Assessment Planning Study (PDF)

12.1.2 Inspection of 72-Inch Section IV Pipe Within the Alvarado Water Treatment Plant:

Inspection of this segment could not be completed due to the fact that the 72-inch butterfly valve, designated as V40, could either not be fully shut or that the leakage was due to worn valve seats. Since the cost of replacing this segment of 72-inch pipe is as much as \$900,000 (Arcadis report), it is well worth the effort to engage in additional condition assessment of this

pipe. The El Monte Pre-design report identified that the seats need to be replaced on V40. Therefore, it is assumed that leakage past V40 is corrected so that the upstream portion of the El Monte line can be safely inspected. Assuming that flow can be shutoff, the following scope of services are proposed to inspect and provide repair or replacement recommendations. The City will provide pipe layout drawings and manufacturer specifications for the pipe cylinder and joints during the planning phase of the inspection. An allowance is provided within this task for contracting services that would be required for the inspection and condition assessment of this pipe segment. Specific services that can be provided are listed below:

- Internal laser profiling to define pipe ovality, quantify holes/fractures/other defects, and verify lining condition.
- Internal electromagnetic inspection to identify, locate, and quantify percent wall loss in the steel cylinder due to corrosion caused by internal cracks, external loads compromising the mortar coating, or corrosive soils., or to verify that the steel cylinder is in good condition and no repairs are required.
- All repairs (if needed) are assumed to be conducted from the inside of the pipe.

DELIVERABLES

- Draft and Final Inspection Report (PDF)
- Repair or Replacement Drawings/Details

12.2 Geotechnical Field Investigation

Kleinfelder will conduct field borings to help assess subsurface conditions at pipeline replacement locations and at ten (10) to-be-determined locations (Manway raises, air-relief valve locations, blow-off additions). Planned drilling-related activities are as follows:

- Obtain boring permits: based on the scope below, necessary permits will be obtained from the San Diego County Department of Environmental Health (DEH).
- Location mark out and underground utility clearance.
- Location mark out and underground utility clearance.
- Drill two (2) borings: Utilize a truck-mounted auger drill rig to drill one boring at each site below to depths up to approximately 20 feet at each of the following pipeline replacement locations:
 - STA 0+00 to 2+95: Section I pipeline which has not been inspected or assessed at eastern-most segment at El Monte Road to cover a section of 36-in. pipe that has not been assessed.
 - STA 655+33 to V-40: Section IV, a section of 72 in pipe at the entrance to the Alvarado Water Treatment Plant, approximately 300 ft long.
- Ten (10) locations based on 30% pre-design activities for manways to be raised to surface, blow-off additions or air-relief valve locations (exact locations are still to be determined).

- Borings will be drilled using a standard type drill rig that will have access to proposed boring locations on site and will be sufficient to advance to the proposed depths (outside of proposed mud-rotary boring and soil vapor probe).
- One 60-Day Report will be prepared and submitted to the San Diego County DEH for the advancement of the proposed borings.
- Obtain Encroachment Permits necessary within the jurisdictions (Cities of La Mesa, El Cajon, Santee and unincorporated County of San Diego, Lakeside).
- Obtain Traffic Control Permits necessary within the jurisdictions (Cities of La Mesa, El Cajon, Santee and unincorporated County of San Diego, Lakeside).

12.2.1 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 at four (4) locations (to be determined) 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 eight (8) samples will be tested (two at each site).

12.2.2 Geotechnical Engineering Analysis and Report

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)
- Final Geotechnical Report (PDF)

12.3 Alternate Alignment Study: Section II at Northcote Road

Kleinfelder will conduct an alignment study providing two alternatives for realignment of an approximately 500 lineal foot section of the Section II EMPL east of Northcote Road between STA 223+50 to STA 228+50. This existing segment of EMPL is located along an existing crib

wall constructed parallel to Woodside Avenue within Santee and adjacent to an existing apartment complex. Failure of this crib wall could rupture or compromise the integrity of EMPL and therefore should be investigated.

DELIVERABLES

- Draft and Final Alignment Study/Letter Report
- Alignment Revisions, Plan and Profile with Details

12.4 Alvarado Water Supply System Operations Manual

Recognizing that the Lakeside Valve Station and the El Monte Pipeline form the bulk of the raw water delivery system to the Alvarado Water Treatment Plant, the City has indicated that with the improvements to this system, that Water System Operation (WSO) be provided with up to date guidelines for maximizing output of raw water deliveries and to document procedures for shutdown, dewatering and recharge. Kleinfelder will, at the City's direction, provide an Operations Manual which provides:

- Guidelines for routine maintenance of EMPL;
- Procedures for shutdowns, dewatering and recharge of the EMPL;
- Schedules for future inspection and repairs;
- Hydraulic charts and curves for optimization of flows to the Alvarado Water Treatment Plant from San Vicente and El Capitan reservoirs considering current and future pool elevations at these reservoirs

DELIVERABLES

- Draft Operations Manual
- Final Operations Manual

12.5 Pressure Test Study/Leak Detection Study: Valve EM1 to Valve W

Water Systems Operations has identified a leak in Section I of the El Monte Pipeline based on isolating the Section I of the El Monte Pipeline by closing valves EM1 and Valve W. The line was pressurized and a significant drop in pressure (from 60 psi to 15 psi) was observed over the period of four days.

This task is intended to pinpoint the location of the leak using a step-by-step process and provide recommendations for repairing this possible leak. Recommendations as well as the apparent source of the leak would be presented in a letter report. Repair of the leak, should it definitively be found, would be provided within the Project design drawings and specifications. It should be noted that the source of the Section I leak was attempted to be located as part of the 2015 Arcadis Condition Assessment and results from using Echologics acoustic detection methods were inconclusive.

The first task is to repeat the isolation and pressurization of this portion of EMPL and observe the length of time required for the drop in pressure. A pressure data logger can be provided at

the pressure gauges to determine the time period of pressure loss. As part of this first task, we would listen with hydrophones or stethoscope at the two valves for the sound of passing water to rule out the valves as a possible source. Secondly, should the first task not locate the leak, a field survey would be conducted on the upper 300-feet of the El Monte line which is designated to be replaced. If the leak were to present itself in this section, the replacement of this segment will resolve the problem. If the leak cannot be pinpointed within the first two tasks, more sophisticated methods of detection, such as the Pure Smartball, would be employed. These methods are more expensive and require access to the segment of Section I through the existing 4-inch air release valves as well as capturing the listening devices downstream of the inspected section. An allowance is provided should more sophisticated and expensive methods be required. City forces may be necessary to uncover specific features and thus cost for such exploration is not included in this scope.

DELIVERABLES

- Draft Leak Detection Letter Report
- Final Leak Detection Letter Report

TASK 13. ADDITIONAL SERVICES (Phase 1 and Phase 2)

Additional Services is a fund for unforeseen conditions and includes services which may be required for completion of the project but which, due to lack of firm definition of scope and limits at the present time, cannot be identified with precision. Since the need for these Additional Services is not absolutely established, such Additional Services shall not be undertaken by the Design Consultant without specific definition and written authorization from the City. The need for such services beyond the required scope of work described above in this contract may arise from unforeseen conditions during design, adding additional scope by the Client department, and/or construction design changes.

COMPENSATION AND FEE SCHEDULE

COMPENSATION AND FEE SCHEDULE

LABOR CATEGORY	Principal Charge	Principal Engineer	Sr. Engineer / Program Manager	Sr. Engineer-II	Assistant Engineer-II	Assistant Engineer-III	Assistant Engineer-IV	Civil Designer	CAD/ Tech	Administrative	TOTAL HOURS	TOTAL TASK LABOR FEE	UNIT AND EXPENSE FEE	LABOR FEE	SUB-COMMITTEE FEE	TOTAL FEE
Task 1 - Site Investigation, Data Collection/Record Research																
1.1 - Utility Research	0	0	0	0	0	0	0	0	0	0	0	\$30.00	\$0.00	\$0.00	\$0.00	\$30.00
1.2 - Record Research	0	0	0	0	0	0	0	0	0	0	0	\$30.00	\$0.00	\$0.00	\$0.00	\$30.00
1.3 - Record Research	0	0	0	0	0	0	0	0	0	0	0	\$30.00	\$0.00	\$0.00	\$0.00	\$30.00
1.4 - Geotechnical Desktop Study	0	0	0	0	0	0	0	0	0	0	0	\$18.00	\$0.00	\$0.00	\$0.00	\$18.00
Task 2 - Environmental and Permitting Support																
2.1 - City Environmental Support Services	0	0	0	0	0	0	0	0	0	0	0	\$54.00	\$0.00	\$0.00	\$0.00	\$54.00
Task 3 - Permitting																
3.1 - Culture Coordination	0	0	0	0	0	0	0	0	0	0	0	\$30.00	\$0.00	\$0.00	\$0.00	\$30.00
3.2 - 6015 Treaty Coordination	0	0	0	0	0	0	0	0	0	0	0	\$30.00	\$0.00	\$0.00	\$0.00	\$30.00
3.3 - City of El Cajon Coordination	0	0	0	0	0	0	0	0	0	0	0	\$30.00	\$0.00	\$0.00	\$0.00	\$30.00
3.4 - City of San Diego Coordination	0	0	0	0	0	0	0	0	0	0	0	\$30.00	\$0.00	\$0.00	\$0.00	\$30.00
3.5 - San Diego County Coordination	0	0	0	0	0	0	0	0	0	0	0	\$30.00	\$0.00	\$0.00	\$0.00	\$30.00
3.6 - City of La Mesa Coordination	0	0	0	0	0	0	0	0	0	0	0	\$30.00	\$0.00	\$0.00	\$0.00	\$30.00
3.7 - Private Property Coordination	0	0	0	0	0	0	0	0	0	0	0	\$30.00	\$0.00	\$0.00	\$0.00	\$30.00
3.8 - CDQA	0	0	0	0	0	0	0	0	0	0	0	\$30.00	\$0.00	\$0.00	\$0.00	\$30.00
3.9 - Permitting Summary Report	0	0	0	0	0	0	0	0	0	0	0	\$30.00	\$0.00	\$0.00	\$0.00	\$30.00
3.10 - Permitting Summary Report	0	0	0	0	0	0	0	0	0	0	0	\$30.00	\$0.00	\$0.00	\$0.00	\$30.00
4.1 - 30% Detail Drawings	4	14	12	12	4	46	30	40	0	0	208	\$48,000	\$4,800	\$0	\$156,000	
4.2 - Preliminary O&C	0	0	0	0	0	0	0	0	0	0	44	\$0.00	\$0.00	\$0.00	\$0.00	
4.3 - Traffic Control Signing Concepts / ADT Research	0	0	0	0	0	0	0	0	0	0	64	\$11,200	\$0	\$0	\$0	
Task 5 - 60% Design																
5.1 - 60% Design Drawings	4	32	14	14	0	0	0	0	0	0	136	\$56,000	\$5,600	\$0	\$168,000	
5.2 - O&C Calculations	0	0	0	0	0	0	0	0	0	0	44	\$7,260	\$0	\$0	\$0	
5.3 - Detail Design	0	0	0	0	0	0	0	0	0	0	108	\$7,644	\$0	\$0	\$0	
5.4 - Detail Design	0	0	0	0	0	0	0	0	0	0	108	\$7,644	\$0	\$0	\$0	
5.5 - Other Permit Applications	0	0	0	0	0	0	0	0	0	0	54	\$7,020	\$0	\$0	\$0	
PHASE 1 - SUB-TOTAL																
												\$15,000	\$15,000	\$0	\$554,500	
PHASE 2 - ADDITIONAL SERVICES TASK 10																
6.1 - 100% Design	0	0	0	0	0	0	0	0	0	0	448	\$56,672	\$5,667	\$0	\$108,340	
6.2 - O&C	0	0	0	0	0	0	0	0	0	0	62	\$15,612	\$0	\$0	\$0	
6.3 - Design Calculations	0	0	0	0	0	0	0	0	0	0	8	\$7,668	\$0	\$0	\$0	
6.4 - Task Specs	0	0	0	0	0	0	0	0	0	0	176	\$7,424	\$0	\$0	\$0	
Task 7 - Final Design Submittal																
7.1 - Final Design Drawings	0	0	0	0	0	0	0	0	0	0	364	\$48,544	\$2,003	\$0	\$78,931	
7.2 - Final O&C	0	0	0	0	0	0	0	0	0	0	44	\$5,504	\$0	\$0	\$0	
7.3 - Final Design Calculations	0	0	0	0	0	0	0	0	0	0	27	\$4,068	\$0	\$0	\$0	
7.4 - Final Technical Specifications	0	0	0	0	0	0	0	0	0	0	44	\$7,016	\$0	\$0	\$0	
7.5 - Final Construction Schedule	0	0	0	0	0	0	0	0	0	0	11	\$1,054	\$0	\$0	\$0	
7.6 - Final Permit Package	0	0	0	0	0	0	0	0	0	0	31	\$3,034	\$0	\$0	\$0	
Task 8 - Temporary Construction Document																
8.1 - Construction Document	0	0	0	0	0	0	0	0	0	0	28	\$3,034	\$0	\$0	\$0	
8.2 - Construction Document	0	0	0	0	0	0	0	0	0	0	34	\$4,032	\$0	\$0	\$0	
Task 9 - Public Outreach																
9.1 - Community Outreach Plan	0	0	0	0	0	0	0	0	0	0	12	\$4,044	\$0	\$0	\$0	
9.2 - Community Outreach Meetings	0	0	0	0	0	0	0	0	0	0	12	\$4,044	\$0	\$0	\$0	
Task 10 - Bid Support Services																
10.1 - Meetings	0	0	0	0	0	0	0	0	0	0	16	\$3,048	\$0	\$0	\$0	
10.2 - Bid Preparation	0	0	0	0	0	0	0	0	0	0	16	\$3,048	\$0	\$0	\$0	
10.3 - Preparation of Addenda	0	0	0	0	0	0	0	0	0	0	16	\$3,048	\$0	\$0	\$0	
Task 11 - Construction Support																
11.1 - Meetings (24 meetings assumed)	0	0	0	0	0	0	0	0	0	0	124	\$7,882	\$1,264	\$0	\$21,670	
11.2 - Submittal Review	0	0	0	0	0	0	0	0	0	0	124	\$7,882	\$1,264	\$0	\$21,670	
11.3 - Change Orders	0	0	0	0	0	0	0	0	0	0	124	\$7,882	\$1,264	\$0	\$21,670	
11.4 - RFI/RCI	0	0	0	0	0	0	0	0	0	0	124	\$7,882	\$1,264	\$0	\$21,670	
Task 12 - Conditional Assessment and Construction Services																
12.1 - Additional Condition Assessment of Section IV	0	0	0	0	0	0	0	0	0	0	124	\$7,882	\$1,264	\$0	\$21,670	
12.2 - Geotechnical Field Investigation	0	0	0	0	0	0	0	0	0	0	124	\$7,882	\$1,264	\$0	\$21,670	
12.3 - Alternative Alignment Study/Section IV @ Nimitz Road	0	0	0	0	0	0	0	0	0	0	124	\$7,882	\$1,264	\$0	\$21,670	
12.4 - Alameda Water Supply System Operations Manual	0	0	0	0	0	0	0	0	0	0	124	\$7,882	\$1,264	\$0	\$21,670	
12.5 - Pressure Test Study/Lake Decatur Valve EN1 to Valve W	0	0	0	0	0	0	0	0	0	0	124	\$7,882	\$1,264	\$0	\$21,670	
Task 13 - Additional Services																
13.1 - Additional Services	0	0	0	0	0	0	0	0	0	0	124	\$7,882	\$1,264	\$0	\$21,670	
PHASE 2 - SUB-TOTAL																
												\$108,340	\$108,340	\$0	\$1,772,840	
PHASE 1 - SUB-TOTAL												\$15,000	\$15,000	\$0	\$554,500	
TOTAL ADDITIONAL SERVICES												\$123,340	\$123,340	\$0	\$1,895,840	
PROJECT TOTAL HOURS												6,937	6,937	0	6,937	

COMPENSATION AND FEE SCHEDULE

EXHIBIT B

LABOR CATEGORY	Principal in Charge	Principal Engineer	Sr. Engineer I / Project Manager	Sr. Engineer II	Associate Engineer II	Associate Engineer III	Assistant Engineer	Sr. CADD Designer	CADD Tech	Administrative	TOTAL HOURS	TOTAL TASK LABOR FEE	UNIT AND EXPENSE FEE	LAB FEE	SUB-CONSULTANT FEE	TOTAL FEE
	<i>Billing rate (\$/hr)</i>	\$279.00	\$250.00	\$216.00	\$195.00	\$150.00	\$143.00	\$132.00	\$145.00	\$120.00	\$98.00					
Task 1 - Site Investigation, Data Collection, Record Research																
1.1 - Utility Research	0	0	2	0	0	20	20	0	0	0	42	\$5,932	\$3,960	\$0	\$85,660	\$95,552
1.2 - Records Research	0	0	2	0	20	20	20	0	0	0	62	\$8,932	\$0	\$0	\$34,322	\$43,254
1.3 - Survey and Base Mapping	0	0	2	0	8	8	0	0	0	0	18	\$2,776	\$0	\$0	\$128,085	\$130,861
1.4 - Geotechnical Desktop Study	0	4	20	16	8	48	0	12	0	6	114	\$18,832	\$400	\$0	\$0	\$19,232
Task 2 - Environmental and Permitting Support																
2.1 - City Environmental Support Services	0	0	6	0	12	0	0	16	0	0	34	\$5,416	\$160	\$0	\$5,440	\$11,016
Task 3 - Permitting																
3.1 - Caltrans Coordination	0	0	8	0	16	8	0	0	12	0	44	\$6,712	\$360	\$0	\$20,120	\$27,192
3.2 - MTS Trolley Coordination	0	0	8	0	12	8	0	0	4	0	32	\$5,152	\$0	\$0	\$2,290	\$7,442
3.3 - City of Santee Coordination	0	0	4	0	24	12	0	0	4	0	44	\$6,660	\$0	\$0	\$2,290	\$8,950
3.4 - City of El Cajon Coordination	0	0	4	0	24	0	0	0	4	0	32	\$4,944	\$0	\$0	\$2,290	\$7,234
3.5 - San Diego County Coordination	0	0	4	0	48	0	0	0	4	0	56	\$8,544	\$0	\$0	\$2,290	\$10,834
3.6 - City of La Mesa Coordination	0	0	4	0	12	0	0	0	4	0	20	\$3,144	\$0	\$0	\$2,290	\$5,434
3.7 - Private Property Coordination	0	0	4	0	32	0	0	0	4	0	40	\$6,144	\$0	\$0	\$2,290	\$8,434
3.8 - CEQA+	0	0	4	0	16	0	0	24	24	0	68	\$9,624	\$0	\$0	\$7,200	\$16,824
3.9 - Permitting Summary Report	0	0	4	0	40	0	0	0	0	0	44	\$6,864	\$0	\$0	\$3,610	\$10,474
Task 4 - 30% Design																
4.1 - 30% Design Drawings	4	16	12	12	8	48	80	40	80	0	300	\$44,072	\$4,910	\$0	\$159,694	\$208,676
4.2 - Preliminary OPCC	0	4	4	20	0	16	0	0	0	0	44	\$8,052	\$0	\$0	\$24,300	\$32,352
4.3 - Traffic Control Staging Concepts / ADT Research	0	4	4	24	24	8	0	0	0	0	64	\$11,288	\$0	\$0	\$0	\$11,288
Task 5 - 60% Design																
5.1 - 60% Design Drawings	4	24	16	20	40	80	80	60	120	0	444	\$65,572	\$4,810	\$0	\$138,694	\$209,076
5.2 - OPCC	0	2	6	8	0	8	8	0	0	0	32	\$5,556	\$0	\$0	\$25,200	\$30,756
5.3 - Design Calculations	0	4	4	4	12	12	12	0	0	0	48	\$7,744	\$0	\$0	\$0	\$7,744
5.4 - Draft Tech Specs	0	8	30	12	48	30	36	0	0	24	188	\$29,414	\$1,000	\$0	\$0	\$30,414
5.5 - Other Permit Applications	0	2	4	0	16	0	32	0	0	0	54	\$7,988	\$0	\$0	\$0	\$7,988
PHASE 1 - SUB TOTAL	\$2,232	\$17,000	\$33,696	\$22,620	\$63,000	\$46,618	\$38,016	\$22,040	\$31,200	\$2,940	1,824	\$279,362	\$15,600	\$0	\$654,265	\$949,227
PHASE 1 - ADDITIONAL SERVICES (TASK 13)	0	0	0	0	0	0	0	0	0	0	0	\$0	\$50,000	\$0	\$0	\$50,000
PHASE 1 TOTAL																\$999,227
Task 6 - 100% Design																
6.1 - 100% Design Drawings	8	8	32	32	64	40	24	80	160	0	448	\$66,672	\$10,323	\$0	\$106,204	\$183,199
6.2 - OPCC	0	0	12	32	16	16	16	0	0	0	92	\$15,632	\$0	\$0	\$22,800	\$38,432
6.3 - Design Calculations	0	0	8	12	8	8	8	0	0	0	44	\$7,468	\$0	\$0	\$0	\$7,468
6.4 - Tech Specs	0	0	12	8	64	54	24	0	0	8	170	\$25,426	\$1,000	\$0	\$0	\$26,426
Task 7 - Final Design Submittal																
7.1 - Final Design Drawings	8	8	20	16	40	32	0	60	80	0	264	\$40,548	\$2,605	\$0	\$78,993	\$122,146
7.2 - Final OPCC	0	2	4	0	4	4	0	0	0	0	14	\$2,536	\$0	\$0	\$14,850	\$17,386
7.3 - Final Design Calculations	0	4	3	8	6	6	0	0	0	0	27	\$4,966	\$0	\$0	\$0	\$4,966
7.4 - Final Technical Specifications	0	4	12	4	16	8	0	0	0	0	44	\$7,916	\$1,000	\$0	\$0	\$8,916
7.5 - Final Construction Schedule	0	2	2	0	3	4	0	0	0	0	11	\$1,954	\$0	\$0	\$0	\$1,954
7.6 - Final Permit Package	0	2	4	0	4	4	0	0	0	0	14	\$2,536	\$0	\$0	\$0	\$2,536
Task 8 - Temporary Construction Easement																
8.1 - Consolidate Easement Requirements	0	0	2	0	8	12	0	0	0	6	28	\$3,936	\$0	\$0	\$1,580	\$5,516
8.2 - Prepare Plan and Legal Descriptions (10 assumed)	0	0	2	0	8	12	0	0	0	8	30	\$4,132	\$0	\$0	\$18,000	\$22,132
Task 9 - Public Relations																
9.1 - Community Outreach Plan	0	0	12	0	8	0	0	0	0	12	32	\$4,968	\$0	\$0	\$47,500	\$52,468
9.2 - Community Outreach Meetings	0	0	36	0	40	0	0	0	0	12	88	\$14,952	\$320	\$0	\$64,000	\$79,272
Task 10 - Bid Support Services																
10.1 - Meetings	0	0	8	0	4	4	0	0	0	0	16	\$2,900	\$96	\$0	\$880	\$3,876
10.2 - RFI and Clarification Responses	0	0	12	0	12	16	0	0	0	0	40	\$6,680	\$0	\$0	\$7,960	\$14,640
10.3 - Preparation of Addenda	0	0	4	0	8	16	0	24	0	0	52	\$7,832	\$0	\$0	\$0	\$7,832

Task 11 - Construction Support

11.1 - Meetings (24 meetings assumed)	8	8	84	0	12	12	0	0	0	0	0	124	\$25,892	\$1,296	\$0	\$21,675	\$48,863
11.2 - Submittal Review	0	0	24	0	80	140	0	0	0	0	40	284	\$41,124	\$0	\$0	\$31,534	\$72,658
11.3 - Change Orders	0	0	12	0	40	24	0	0	0	0	20	96	\$13,984	\$0	\$0	\$0	\$13,984
11.4 - RFI/RFC	0	0	40	0	48	96	0	0	0	0	16	200	\$31,136	\$0	\$0	\$20,720	\$51,856
11.5 - As-Built Drawings	0	0	2	0	16	24	0	60	80	0	0	182	\$24,564	\$0	\$0	\$19,040	\$43,604

Task 12 - Condition Assessment and Geotechnical Services

12.1 - Additional Condition Assessment of Section IV	4	4	36	48	48	0	0	12	36	0	188	\$32,512	\$250,000	\$0	\$53,730	\$336,242
12.2 - Geotechnical Field Investigation	0	4	24	16	48	140	0	16	0	6	254	\$39,432	\$0	\$5,980	\$65,600	\$111,012
12.3 - Alternative Alignment Study/Section II @ Northcote Road	0	4	32	0	0	8	0	12	0	0	56	\$10,796	\$0	\$0	\$25,950	\$36,746
12.4 - Alvarado Water Supply System Operations Manual	8	0	32	32	80	64	20	0	0	6	242	\$39,764	\$0	\$0	\$8,840	\$48,604
12.5 - Pressure Test Study/Leak Detection: Valve EM1 to Valve W	0	0	12	20	0	24	0	4	6	2	68	\$11,420	\$40,000	\$0	\$6,000	\$57,420

Task 13 - Additional Services

13.1 - Additional Services (@ 15% of Tasks 1-12, w/ \$50k in Phase 1)	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$305,407	\$0	\$0	\$305,407
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PHASE 2 - SUB TOTAL	\$10,044	\$12,500	\$104,328	\$44,460	\$102,750	\$109,824	\$12,144	\$38,860	\$43,440	\$13,328	3,108	\$491,678	\$612,047	\$5,980	\$615,856	\$1,725,561
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PHASE 2 - TOTAL																	\$1,725,561
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PHASE 1 - SUB TOTAL	\$2,232	\$17,000	\$33,696	\$22,620	\$63,000	\$46,618	\$38,016	\$22,040	\$31,200	\$2,940	1,824	\$279,362	\$15,600	\$0	\$654,265	\$999,227
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PHASE 2 - SUB TOTAL	\$10,044	\$12,500	\$104,328	\$44,460	\$102,750	\$109,824	\$12,144	\$38,860	\$43,440	\$13,328	3,108	\$491,678	\$612,047	\$5,980	\$615,856	\$1,725,561
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TOTAL ADDITIONAL SERVICES																	\$355,407
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TOTAL SCOPE OF SERVICES																	\$2,369,381
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PROJECT TOTAL HOURS	44	118	639	344	1105	1094	380	420	622	166	4,932	-	-	-	-	-
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TOTAL CONTRACT VALUE	\$12,276	\$29,500	\$138,024	\$67,080	\$165,750	\$156,442	\$50,100	\$60,900	\$74,640	\$16,268	4,932	\$771,040	\$677,647	\$5,980	\$1,270,121	\$2,724,788
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TIME SCHEDULE

Time Schedule

Preliminary Design Phase – 4 Months (Phase 1)

- Survey and Investigations – 5 Weeks
- Evaluation and BDR – 7 Weeks
- City Review – 4 Weeks

Design Phase – 16 Months (Phase 1 and Phase 2)

- 30% Design – 18 Weeks
- 60% Design – 18 Weeks
- 100% Design – 20 Weeks
- Final Design – 8 Weeks

Land Acquisition – 12 Months (Phase 2)

Bid & Award Phase – 6 Months

- Bid – 8 Weeks
- Award – 16 Weeks

Construction Phase – 28 Months

Post Construction/As-Built Phase – 6 Months

NOTE:

- All work must be completed by the Agreement's expiration date stated in Section 2.1. Preliminary Design phase starts after NTP is issued and the listed activities are not concurrent, except Land Acquisition.

- Bid & Award Phase, Construction Phase and Post Construction Phase are not part of this phase funding schedule.

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
September 2009	Diamond Bar, CA	Allegation of Discrimination	Y	Court ruled in favor of Kleinfelder's Motion of Summary Judgement. Matter Closed.	N/A
October 2009	Modesto, CA	Allegation of Discrimination	N	Administratively closed due to inactivity.	N/A
February 2010	Portland, OR	Harassment Allegation	Y	Matter settled.	N/A
June 2010	Pittsburg, CA	Allegation of Discrimination and Retaliatory Termination	N	Matter settled.	N/A
October 2010	Raleigh, NC	Allegations of Discrimination	N	Administratively closed due to inactivity.	N/A
October 2010	Pleasanton, CA	Allegation of Discrimination	Y	Matter settled.	N/A
February 2011	Pleasanton, CA	Allegation of Discrimination	N	Matter settled.	N/A
October 2012	Tulsa, OK	Allegation of Harassment	N	Matter settled.	N/A
January 2013	San Diego, CA	Allegation of Discrimination	N	Matter settled.	N/A
February 2013	Colorado	Allegation of Discrimination	N	Matter settled.	N/A
December 2014	Seattle, WA	Allegation of Discrimination	N	Administratively closed due to inactivity.	N/A
April 2016	Hamilton, NJ	Allegation of Discrimination	Y	Complaint filed, but not served. Administratively closed due to inactivity.	N/A
October 2016	Ohio	Allegation of Discrimination	N	Ohio Workmen's Compensation Board dismissed the matter in January 2017.	N/A
February 2017	San Diego, CA	Allegation of Discrimination	N	Matter settled.	N/A
March 2017	San Diego, CA	Allegation of Discrimination	Y	Court ruled in favor of Kleinfelder's Motion of Summary Judgement. Matter Closed.	N/A
July 2018	Alberta, Canada	Allegation of Discrimination	Y	Matter is ongoing	Matter is ongoing

Design Professional Name Kleinfelder, Inc.

Certified By John A. Murphy

Title Chief Financial Officer

Date September 13, 2019


Signature

NAME OF FIRM: Kleinfelder, Inc. DATE: September 13, 2019

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

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

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

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

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial			4	1	3	1					13	9		
Professional		1		1		1					2	4		1
A&E, Science, Computer	1		12	5	9	7			1	1	50	16	2	2
Technical	1		4		2	2					25	2	1	
Sales														
Administrative Support		2		8	1	4					2	17		3
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column	2	3	20	15	15	15			1	1	92	48	3	6
--------------------	---	---	----	----	----	----	--	--	---	---	----	----	---	---

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

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 Report¹. 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 county². 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^{1, 3}. In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.³

TYPES OF WORK FORCE REPORTS:

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

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

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

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

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

SUBCONTRACTOR PARTICIPATION LIST

This list shall include the name and complete address of all Subcontractors whether DBE, MBE, WBE, DVBE, ELBE, SLBE, or OBE firms.

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

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

NAME AND ADDRESS SUBCONTRACTORS	SCOPE OF SERVICES	PERCENT OF CONTRACT	DBE, MBE, WBE, DVBE, ELBE, SLBE, OBE	WHERE CERTIFIED**
Yen C. Tu Consulting 11074 Roxboro Road San Diego, CA 92131	Public Outreach/Relations	4	ELBE	City of San Diego
Rancho Land Company 406 16th Street, Suite 102 Ramona, CA 92065	Surveying	5	ELBE	City of San Diego California Public Utilities Commission
AirX Utility Surveyors 2534 El Norte Parkway, Suite C Escondido, CA 92027	Utility Locating	3	SLBE SB WBE	City of San Diego State of California California Public Utilities Commission
Puzzullo Consulting 504 Machado Way Vista, CA 92083	Cost Estimating/CPM Scheduling	3	ELBE	City of San Diego
STC Traffic 4891 Pacific Highway #103 San Diego, CA 92110	Traffic Control Plans	2	SLBE	City of San Diego
V&A Consulting 11011 Via Frontera, Suite C San Diego, CA 927127	Corrosion Control Engineering	2	OBE	Not Applicable
DUDEK 605 Third Street Encinitas, CA 92024	Pipeline Mechanical / Rehabilitation and Environmental Permitting	18	OBE	Not Applicable
infrastructureMD 3423 Ashley Park Drive Jamul, CA 91935	Condition Assessments	2	ELBE	City of San Diego
Marum Partnership 10680 Treena Street, Suite 100 San Diego, CA 92131	Landscape Architect	2	ELBE WBE	City of San Diego CPUC
Ross Engineering Group Inc. 5173 Waring Road, Suite 64 San Diego, CA 92120	Civil Engineering/ADA	3	ELBE	City of San Diego

List of Abbreviations:

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

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 St., Ste. 1200, San Diego, CA 92101
- 4. Project Title (as shown on 1472, "Request for Council Action"): Design of El Monte Water Transmission Pipeline Rehabilitation
- 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: ELI F. COTWELL [Name/Title]* [Signature] [Date] 9/20/19

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

DEFINITION OF "CONSULTANT"

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

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

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

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

1/28/2006

CITY OF SAN DIEGO CONSULTANT PERFORMANCE EVALUATION

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

Section I PROJECT INFORMATION

1. PROJECT DATA		2. CONSULTANT DATA	
1a. Project (title, location):		2a. Name, address, phone & email of Consultant:	
1b. Brief Description:		2b. Consultant's Project Manager:	
1c. Contract Amount: \$ WBS/IO:		Phone: ()	Email:
3. CITY DEPARTMENT RESPONSIBLE			
3a. Department (include Division): Deputy Director:		3b. Project Manager (name, address, phone & email address): Phone: () Email:	

Section II SPECIFIC RATINGS

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

Section II

SPECIFIC RATINGS Continued

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

Section III

SUPPLEMENTAL INFORMATION

(Please ensure to attach additional documentation as needed.)

(Supporting documentation attached: Yes No)

Section IV

FINAL RATING

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

**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 El Monte Water Transmission Pipeline Rehabilitation

B. BIDDER PROPOSER INFORMATION

Kleinfelder, Inc.

Legal Name	DBA	
550 West C Street, Suite 1200 San Diego	CA	92101
Street Address	City	State
Simon Wong, PE, SE, Principal-in-Charge	619-831-4553	619-232-1039
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.

Ed Matthews, PE	Project Manager
Name Cardiff by the Sea, CA	Title/Position Not Applicable
City and State of Residence	Employer (if different than Bidder/Proposer)
Will negotiate contract on behalf of Kleinfelder, Inc. and owns less than 1% of Kleinfelder stock.	
Interest in the transaction	

Simon Wong, PE, SE	Vice President / Principal-in-Charge
Name La Jolla, CA	Title/Position
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 Sarasota, FL	Title/Position
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	

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

4 / 20 / 1962

State of incorporation:

California

List corporation's current officers:

President: Louis Armstrong

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:

_____/_____/_____

State of formation:

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

Partnership

Date formed: ____/____/____

State of formation: _____

List names of all firm partners:

Sole Proprietorship Date started: ____/____/____

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

Joint Venture Date formed: ____/____/____

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

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

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Name of Bank: 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

Contact Name and Phone Number: Vien Hong, Engineering and Program Management Division, 858-292-6473

Contact Email: VHong@sandiego.gov

Address: Public Utilities, 9192 Topaz Way, San Diego, CA 92123-1119

Contract Date: 1/10/17

Contract Amount: \$5,000,000

Requirements of Contract: Prime firm for As-Needed Consultant Services to support existing and future water, wastewater, and recycled water facilities.

Company Name: City of San Diego

Contact Name and Phone Number: Anthony Van, PE, Associate Engineer, 858-292-6492

Contact Email: AVan@sandiego.gov

Address: Public Utilities, 9192 Topaz Way, San Diego, CA 92123-1119

Contract Date: 1/10/17

Contract Amount: \$5,000,000

Requirements of Contract: Prime firm for As-Needed Consultant Services to support existing and future water, wastewater, and recycled water facilities.

Company Name: City of San Diego

Contact Name and Phone Number: Anh Nguyen, Associate Engineer, 858-877-0323

Contact Email: ANguyen@sandiego.gov

Address: Public Utilities, 9192 Topaz Way, San Diego, CA 92123-1119

Contract Date: 10/25/2012

Contract Amount: \$5,000,000

Requirements of Contract: Prime consultant providing engineering management, design, and construction support services for the \$91,000,000 Miramar Clearwells Improvement project.

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: Please see Attachment A

Contact Name and Phone Number: _____

Contact Email: _____

Address: _____

Contract Date: _____

Sub-Contract Dollar Amount: _____

Requirements of Contract: _____

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

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

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

K. STATEMENT OF AVAILABLE EQUIPMENT:

List all necessary equipment to complete the work specified using Attachment "A". In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San Diego reserves the right to reject any response when, in its opinion, the Contractor has not

demonstrated he or she will be properly equipped to perform the work in an efficient, effective manner for the duration of the contract period.

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

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

Pledge of Compliance Initial submission.

OR

Update to prior Pledge of Compliance dated 4 / 12 / 2018

Complete all questions and sign below.

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

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

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

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

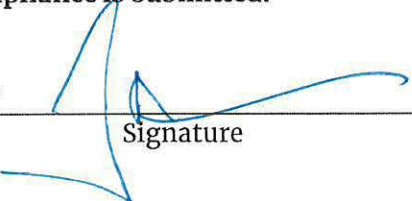
(c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).

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

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

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

John A. Murphy / Chief Financial Officer
Name and Title


Signature

September 13, 2019
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.

F. Performance History:

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?

On occasion Kleinfelder becomes involved in litigation in the ordinary course of business. These matters generally reflect routine legal issues related to our business. The company retains adequate levels of insurance to protect against its business risks. None of the pending legal disputes of the company materially impacts the financial well-being of the company. Please understand Kleinfelder considers information about the status and projected outcome of legal disputes to be confidential information. As such Kleinfelder will not provide any information beyond publicly available information (case name, court) as to any past or pending claim. Kleinfelder will only provide such information further based on a legitimate justification.

G. Compliance

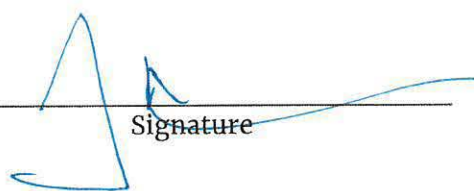
1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?

Kleinfelder, Inc. has entered into independent Consent Orders/Settlement Agreements with two states relating to unlicensed practice of engineering: (1) Idaho, in 1999, after a former employee signed as a P.E. prior to be admitted to practice in Idaho; (2) Ohio, in 2017, for practicing after the Certificate of Authorization had temporarily lapsed.

Kleinfelder's remaining actions are administrative and derivative in nature for the inadvertent failure to disclose prior Settlement Agreements. Accordingly, Kleinfelder has executed Settlement Agreements with the following professional engineering boards: Ohio (2015), Oklahoma (2017), and Missouri (pending). Kleinfelder is able to practice in all states that it is licensed, and none of the pending licensing actions materially impact the financial well-being of the company.

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

September 13, 2019
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.

J. Statement of Subcontractors

Company Name	Contact Name, Phone Number, and Email	Address	Contract Date	Contract Dollar Amount	Requirements of Contract:	Portion of Work to be Assigned	Certified SLBE, ELBE, MBE, DBE, DVBE, or OBE
Yen C. Tu Consulting	Yen Tu President 619-417-5993 Yentu2@gmail.com	11074 Roxboro Road San Diego, CA 92131	TBD	TBD	Public Outreach/ Relations	3%	ELBE
Rancho Land Co.	Casey Lynch, PLS Vice President and CTO 760-788-1530 clynch@rancholandco.com	806 16th St., Suite 102 Ramona, CA 92065			Surveying	4%	SLBE
Marum Partnership	Marian Marum, President 619.992.9533 marian@marumpartnership.com	10680 Treena Street, Suite 100 San Diego, CA 92131	TBD	TBD	Landscape Architect	0.5%	ELBE WBE
AirX Utility Surveyors	Gail McMorran, President 760-480-2347 x101, gmcMorran@airxus.com	2534 El Norte Parkway, Suite C Escondido, CA 92027	TBD	TBD	Utility Locating	5%	SLBE SB WBE
Puzzullo Consulting	Jeffrey Puzzullo Owner/Principal (760) 533-3500 jpuzzullo@puzzullo.com	504 Machado Way, Vista, CA 92083	TBD	TBD	Cost Estimating/CPM Scheduling	2%	ELBE
STC Traffic	Nick Minicilli, PE, TE, Project Manager 760-585-4501, nick.minicilli@stctraffic.com	5865 Avenida Encinitas, Suite 142B, Carlsbad, CA 92008	TBD	TBD	Traffic Control Plans	5%	SLBE

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments 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.

Simon Wong, PE, SE, Project Manager
Print Name, Title


Signature

January 7, 2020
Date

Stem 101
12/10/19
(R-2020-174)

RESOLUTION NUMBER R- 312758

DATE OF FINAL PASSAGE DEC 12 2019

A RESOLUTION OF THE COUNCIL OF THE CITY OF
SAN DIEGO AUTHORIZING A CONSULTANT AGREEMENT
WITH KLEINFELDER, INC. FOR PROFESSIONAL DESIGN AND
CONSTRUCTION SUPPORT SERVICES FOR THE EL MONTE
WATER TRANSMISSION PIPELINE REHABILITATION
(H197037) PROJECT.

WHEREAS, the El Monte Pipeline which was built between 1942-1948, delivers water to the Alvarado Water Treatment Plant from the El Capitan and San Vicente Reservoirs. This pipeline is 12.2 miles long and consists of 48-inch and 68-inch reinforced concrete steel cylinder (RCSC) pipe, 68-inch reinforced concrete pipe (RCP), and 72-inch cast-in-place reinforced concrete liner (RCL) through the Grossmont Tunnel; and

WHEREAS, a few isolated locations in the pipeline are in poor condition and need to be repaired to extend the life of this critical asset for the next 50 years and to provide the ability to dewater, safely access, inspect, and make necessary repairs to proactively maintain this major raw water transmission main to the Alvarado Water Treatment Plant; and

WHEREAS, on September 12, 2018, the City issued a Request for Proposal (H197037) to solicit professional engineering services for design of the El Monte Water Transmission Pipeline Rehabilitation project and six (6) firms submitted proposals, were interviewed on December 13, 2018, and Kleinfelder, Inc. was selected based upon their qualifications in accordance with Council Policy 300-07; and

WHEREAS, the requested action is to award a consultant agreement with Kleinfelder, Inc. for professional services for the preparation of design support services during the construction phase and close-out with the total contract amount of \$2,724,788; for engineering design services and design support services during construction; and

WHEREAS, the design, including bid & award, phase is expected to be completed in fall 2021 and the construction phase is expected to be completed by fall 2023 which the estimated construction contract amount is \$17,900,000 and the total project cost is \$24,500,000; NOW, THEREFORE,

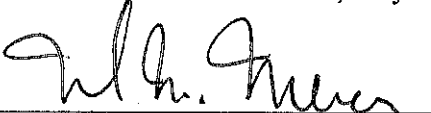
BE IT RESOLVED, by the Council of the City of San Diego, as follows:

1. That the Mayor, or his designee, is authorized to execute and establish, for and on behalf of the City, a phase-funded schedule and award the consultant agreement with Kleinfelder, Inc. for design and construction support services in CIP S-10008, El Monte Water Transmission Pipeline Rehabilitation, Fund 700010, Water Utility CIP, in an amount not to exceed \$2,724,788, on file in the Office of the City Clerk as Document No. RR-312758.

2. That the Chief Financial Officer is authorized to expend funds under the established contract funding phase in a total amount not to exceed \$2,724,788; of which \$999,227 is for the first phase, and \$1,725,561 is for all subsequent phases from CIP S-10008, El Monte Water Transmission Pipeline Rehabilitation, Fund 700010, Water Utility CIP, for the purpose of executing this consultant agreement, contingent upon the adoption of the Annual Appropriation Ordinance for the applicable fiscal year and contingent upon the Chief Financial Officer furnishing one or more certificates certifying that the funds necessary for expenditure under the established contract funding phases are, or will be, on deposit with the City Treasury.

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

APPROVED: MARA W. ELLIOTT, City Attorney

By 
Mark Matthew Mercer
Deputy City Attorney

MMM:cw
11/22/19
Or.Dept: Public Works
CC No.: 3000012650
Doc. No.: 2201833

I hereby certify that the foregoing Resolution was passed by the Council of the City of San Diego, at its meeting of DEC 10 2019.

ELIZABETH S. MALAND
City Clerk

By 
Deputy City Clerk


KEVIN L. FAULCONER, Mayor

Approved: 12/12/19
(date)

Vetoed: _____
(date)

KEVIN L. FAULCONER, Mayor

The City of San Diego
 COMPTROLLER'S CERTIFICATE

CERTIFICATE OF UNALLOTTED BALANCE

ORIGINATING

CC 3000012650
 DEPT. NO. 2112

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

Amount: _____

Purpose: _____

Date: _____ By: _____
 COMPTROLLER'S DEPARTMENT

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

FUND OVERRIDE

CERTIFICATION OF UNENCUMBERED BALANCE

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

Not to Exceed: \$999,227.00

Vendor: Kleinfelder, Inc

Purpose: To authorize the expenditure of funds not to exceed \$999,227.00 to Kleinfelder, Inc for design and construction support for the El Monte Water Transmission Pipeline Rehabilitation project.

Date: October 14, 2019 By: Nicholas O'Donnell
 COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA									
Doc. Item	Funded Program	Fund	Grant Number	G/L Account	Functional Area	Business Area	Fund Center or Cost Center	Internal Order or WBS Element	Original Amount
1	S10008	700010	NOT_RELEVANT_GRANT	512034	OTHR-00000000-PR	2013	2013131115	S-10008.02.02	\$999,227.00
TOTAL AMOUNT									\$999,227.00

FUND OVERRIDE

Passed by the Council of The City of San Diego on DEC 10 2019, 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"/>
Jennifer Campbell	<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"/>
Monica Montgomery	<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"/>
Vivian Moreno	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Georgette Gómez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Date of final passage DEC 12 2019

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

AUTHENTICATED BY:

(Seal)

KEVIN L. FAULCONER
Mayor of The City of San Diego, California.

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

By Stacy Ready, Deputy

Office of the City Clerk, San Diego, California

Resolution Number R- **312758**

Passed by the Council of The City of San Diego on December 10, 2019, by the following vote:

YEAS: **BRY, CAMPBELL, WARD, MONTGOMERY, KERSEY, CATE, SHERMAN,
MORENO, 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: **Stacy D. Ready**, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true, and correct copy of
RESOLUTION NO. **R-312758** approved on **December 10, 2019**. The date of final
passage is **December 12, 2019**.

ELIZABETH S. MALAND

City Clerk of the City of San Diego, California

(Seal)

By: , Deputy

From: pwc100@dir.ca.gov
To: [Mendivil, John](#); [PWD-PWC-Contracts](#)
Subject: Project Creation
Date: Monday, February 03, 2020 4:20:14 PM

Hello,

Thank you for using the PWC-100 online application.

This email confirms the submission of a new project titled "Design of El Monte Water Transmission Pipeline Rehabilitation H197037" that was created on 03 Feb 2020 and assigned **DIR Project ID 319799**.

Please share this **DIR Project ID** number with each contractor on the project. They will need this number to submit certified payroll records into DIR's Electronic Certified Payroll Reporting(eCPR) database.

Thank you for your submission

Sincerely,

Public Works Program
Division of Labor Standards Enforcement
Department of Industrial Relations
State of California

Project Information

FORM

Form Type: PWC-100 **Project Award Date:** 1/30/2020

AWARDING BODY INFORMATION

Name: City of San Diego Public Works Contracts
Address: 1010 Second Ave
 Suite 1400
 San Diego, CA 92101
Primary Contact: Public Works Person
Primary Email: PWD-PWC-Contracts@sandiego.gov
Work Phone: 6195333635

PROJECT INFORMATION

Project Name: Design of El Monte Water Transmission Pipeline Rehabilitation H197037 **Project #:** H197037
Brief Description: Design of El Monte Water Transmission Pipeline Rehabilitation **Contract #:** H197037
Contract Amount: \$2724788.00 **Number of Prime Contractors:** 1
Total Project Cost: \$2724788.00
Alternative Model: None Apply
Description of Location: Portions of Lakeside, Santee, El Cajon, County: SAN DIEGO
 City of San Diego, and La Mesa.

Project Information 2

PWC-100

Project Name: Design of El Monte Water Transmission Pipeline Rehabilitation H197037 **Project #:** H197037 **Contract #:** H197037 **Status:** New Submission

PROJECT INFORMATION

Project Dates

First Advertised Bid: 7/31/2018 **Estimated or Actual Start:** 1/30/2020
Estimated or Actual Completion: 1/30/2025

Propositions

Will this project receive (or has it received) any funding from Proposition 84 (The Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006)? No
 Will this project receive (or has it received) any funding from Proposition 39 (California Clean Energy Jobs Act of 2012)? No

Compliance and Agreements:

Is language included in the Contract Award to effectuate the requirements of Section 1771, 1774 - 1776, 1777.5, 1813 and 1815 of the Labor Code? Yes
 Will you operate a DIR-Approved Labor Compliance Program(LCP) for this project? Yes
 Is there a Project Labor Agreement (PLA) associated with this project? No

Contractor Information

Project Manager

Email Address	Name	Title	Work Phone
ematthews@kleinfelder.com	Ed Matthews	Project Manager	619-831-4552

General Contractor1

CSLB/Certificate Number	NAME	Address	Email	Classification
1000007200	DUDEK	605 THIRD STREET ENCINITAS, CA 92024	ACCOUNTING@DUDEK.COM	SURVEYORS
1000009329	STC TRAFFIC INC.	5865 AVENIDA ENCINAS #142-B CARLSBAD, CA 92008	ADMIN@STCTRAFFIC.COM	SURVEYORS
1000001733	KLEINFELDER INC.	550 WEST C STREET 12TH FLOOR SAN DIEGO, CA 92101	FEDERAL_COMPLIANCE@KLEINFELDER.COM	SURVEYORS
1000008968	AIRX UTILITY SURVEYORS INC	2534 EAST EL NORTE PARKWAY SUITE C ESCONDIDO, CA 92027	GMCMORRAN@AIRXUS.COM	SURVEYORS
1000007205	V&A CONSULTING ENGINEERS	1000 BROADWAY STE 320 OAKLAND, CA 94607	KCOSTA@VAENGINEERING.COM	SURVEYORS
1000064840	RANCHO LAND CO	406 16TH ST STE. 102 RAMONA, CA 92065	TLYNCH@RANCHOLANDCO.COM	SURVEYORS