

ORIGINAL

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

**FOR
DESIGN OF NORTH/SOUTH METRO
INTERCEPTORS REHAB**

CONTRACT NUMBER: H2426335-M

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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 North/South Metro Interceptors Rehab [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 Engineering & Capital Projects 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 Engineering & Capital Projects Department. The City's designated representative will communicate with the Design Professional on all matters related to the administration of this Agreement and the Design Professional's performance of the Professional Services rendered hereunder. When this Agreement refers to communications to or with the City, those communications will be with the designated representative, unless the designated representative or the Agreement specifies otherwise. However, when this Agreement refers to an act or approval to be performed by the City, that act or approval shall be performed by the Mayor or his designee, unless the Agreement specifies otherwise.

1.3 City Modification of Scope of Services. The City may, without invalidating this Agreement, order changes in the Scope of Services by altering, adding to or deducting from

the Professional Services to be performed. All such changes shall be in writing and shall be performed in accordance with the provisions of this Agreement. If any such changes cause an increase or decrease in the Design Professional's cost of, or the time required for, the performance of any of the Professional Services, the Design Professional shall immediately notify the City. If the City deems it appropriate, an equitable adjustment to the Design Professional's compensation or time for performance may be made, provided that any adjustment must be approved by both Parties in writing in accordance with Section 9.1 of this Agreement.

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

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

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

ARTICLE II DURATION OF AGREEMENT

2.1 Term of Agreement. This Agreement shall be effective on the date it is executed by the last Party to sign the Agreement, and approved by the City Attorney in accordance with San Diego Charter Section 40. Unless otherwise terminated, it shall be effective until completion of the Scope of Services or sixty (60) months; whichever is the earliest but not to exceed five years unless approved by City ordinance.

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

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

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

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

2.6 City's Right to Terminate for Convenience. The City may, at its sole option and for its convenience, terminate all or any portion of the Professional Services agreed to pursuant to this Agreement by giving written notice of such termination to the Design Professional. Such notice shall be delivered by certified mail with return receipt for delivery to the City. The termination of the Professional Services shall be effective upon receipt of the notice by the Design Professional. After termination of this Agreement, the Design Professional shall complete any and all additional work necessary for the orderly filing of documents and closing of the Design Professional's Professional Services under this Agreement. For services satisfactorily rendered in completing the work, the Design Professional shall be entitled to fair and reasonable compensation for the Professional Services performed by the Design Professional before the effective date of termination. After

filing of documents and completion of performance, the Design Professional shall deliver to the City all drawings, plans, calculations, specifications and other documents or records related to both the Project and to the Design Professional's Professional Services on the Project. By accepting payment for completion, filing and delivering documents as called for in this paragraph, the Design Professional discharges the City of all of the City's payment obligations and liabilities under this Agreement.

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

ARTICLE III COMPENSATION

3.1 Amount of Compensation. The City shall pay the Design Professional for performance of all Professional Services rendered in accordance with this Agreement, including reasonably related expenses, a total contract amount not exceeding \$4,483,362. The compensation for the Scope of Services shall not exceed \$4,083,362, and the compensation for Additional Services (described in Section 3.2), if any, shall not exceed \$400,000.

3.2 Additional Services. The City may require that the Design Professional perform additional Professional Services [Additional Services] beyond those described in the Scope of Services [Exhibit A]. Prior to the Design Professional's performance of Additional Services, the City and the Design Professional must agree in writing upon a fee for the Additional Services, including reasonably related expenses, in accordance with the Compensation and Fee Schedule [Exhibit B]. The City will pay the Design Professional for the performance of Additional Services in accordance with Section 3.3.

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

3.4 Additional Costs. Additional Costs are those costs that can be reasonably determined to be related to the Design Professional's errors or omissions, and may include Design Professional, City, or Subcontractor overhead, construction, materials, demolition, and related costs. The Design Professional shall not be paid for the Professional Services

required due to the Design Professional's errors or omissions, and the Design Professional shall be responsible for any Additional Costs associated with such errors or omissions. These Additional Costs may be deducted from monies due, or that become due, the Design Professional. Whether or not there are any monies due, or becoming due, the Design Professional shall reimburse the City for Additional Costs due to the Design Professional's errors or omissions.

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

ARTICLE IV DESIGN PROFESSIONAL'S OBLIGATIONS

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

4.2 Right to Audit.

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

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

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

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

Professional and Subcontractors shall submit exact duplicates of originals of all requested records to the City.

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

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

4.3 Insurance. The Design Professional shall not begin the Professional Services under this Agreement until it has: (a) obtained, and provided to the City, insurance certificates and endorsements reflecting evidence of all insurance required in Article IV, Section 4.3.1; and (b) confirmed that all policies contain the specific provisions required in Article IV, Section 4.3.4 of this Agreement. However, failure to obtain City approval of the required documents prior to the Professional Services commencing shall not waive Design Professional's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this Agreement, at any time. Design Professional's liabilities, including but not limited to Design Professional's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. If Design Professional maintains broader coverage or higher limits than the minimums shown below, City requires and shall be entitled to the broader coverage or the higher limits maintained by Design Professional. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City. Except as provided for under California law, all policies of insurance required hereunder must provide that the City is entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies. Maintenance of specified insurance coverage is a material element of this Agreement and Design Professional's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of contract by the City.

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

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

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

4.3.1.2 Commercial Automobile Liability. For all of the Design Professional's automobiles including owned, hired and non-owned automobiles, the Design Professional shall keep in full force and effect, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at

least as broad for bodily injury and property damage for a combined single limit of \$1,000,000 per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto). If the Design Professional does not possess owned automobiles then coverage for hired and non-owned automobiles shall be provided.

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

4.3.1.4 Architects & Engineers Professional Liability. For all of the Design Professional's employees who are subject to this Agreement, the Design Professional shall keep in full force and effect, Professional Liability coverage for professional liability with a limit of \$3,000,000 per claim and \$3,000,000 annual aggregate. The Design Professional shall ensure both that: (1) the policy retroactive date is on or before the date of commencement of the Professional Services; and (2) the policy will be maintained in force for a period of three years after substantial completion of the Professional Services or termination of this Agreement whichever occurs last. The Design Professional agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the City's exposure to loss.

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

4.3.3 Acceptability of Insurers.

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

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

4.3.4 Required Endorsements.

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

4.3.4.1 Commercial General Liability Insurance Endorsements.

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

Additional Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of:

- a. Ongoing operations performed by Design Professional or on its behalf,
- b. Design Professional's products,
- c. Design Professional's work, e.g., Design Professional's completed operations performed by Design Professional or on its behalf, or
- d. premises owned, leased, controlled, or used by Design Professional.

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

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

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

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

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

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

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

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

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

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

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

4.4.1.3 In the case of a deficiency in the performance of Subcontractor Services, the Design Professional shall notify the City in writing of any withholding of payment to the Subcontractor, specifying: (a) the amount withheld; (b) the specific cause under the terms of the subcontract for withholding payment; (c) the connection between the cause for withholding payment and the amount withheld; and (d) the remedial action the Subcontractor must take in order to receive the amount withheld. Once the Subcontractor corrects the deficiency, the Design Professional shall pay the Subcontractor the amount withheld within fourteen working days of the Design Professional's receipt of the City's next payment.

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

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

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

4.5 Contract Records 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 its 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 its 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), as amended or superseded, 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 Subcontractors 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 Subcontractors 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 Subcontractors 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 Subcontractors 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 Subcontractors 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 Subcontractors to also comply with section 1776. Design Professional and its Subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Design Professional is responsible for ensuring its Subcontractors 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 Subcontractors 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 its Subcontractors with sections 1777.5, 1777.6 and 1777.7.

4.20.5 Working Hours. Design Professional and its Subcontractors 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 Professional 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 Subcontractor: 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 Subcontractor 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 Subcontractor is registered prior to proposal due date; (2) within twenty-four hours after the proposal due date, the Subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the Subcontractor is replaced by another registered Subcontractor 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 Subcontractors(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 Professional Services 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/works as a "work-for hire" as defined in the Act and that all intellectual property rights in the Deliverable Materials/works, 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 Deliverable Materials/works, 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: Engineering & Capital Projects Department, c/o Ramin Safavi, 525 B Street, San Diego, CA 92101, and notice to the Design Professional shall be addressed to: Kleinfelder, Inc., Bryan Webb, 770 First Ave., Ste. 400, San Diego, CA 92101, BWebb@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: Bryan Webb and Simon Wong [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 and Venue. The jurisdiction and applicable laws for any suit or proceeding concerning this Agreement, the interpretation or application of any of its terms, or any related disputes shall be in accordance with the laws of the State of California without regard to the conflicts or choice of law provisions thereof. The venue for any suit concerning this Agreement, the interpretation or application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.

9.11 Successors in Interest. This Agreement and all rights and obligations created by this Agreement shall be in force and effect whether or not any Parties to the Agreement

have been succeeded by another entity, and all rights and obligations created by this Agreement shall be vested and binding on any Party's successor in interest.

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

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

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

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

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

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

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

9.19 Design Professional Evaluation. City will evaluate Design Professional's performance of Professional Services on 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 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

Subcontractors 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 No. R-315837, 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 19 day of September, 2024.

By 
Thomas Minter
VP, Southern California Area Manager

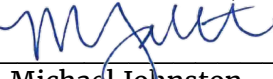
Dated this 7th day of January, 2025.

THE CITY OF SAN DIEGO
Mayor or Designee

By 
Berric Doringo
Deputy Director
Purchasing & Contracting Department

I HEARBY APPROVE the form of the foregoing Agreement this 8th day of January, 2025.

HEATHER FERBERT, City Attorney

By 
Michael Johnston
Deputy City Attorney

DESIGN PROFESSIONAL AGREEMENT
EXHIBITS

SCOPE OF SERVICES

PROJECT BACKGROUND

This Scope of Services consists of the following civil engineering services for the rehabilitation, liner repair, and spot repair of the North Metro Interceptor (NMI) and South Metro Interceptor (SMI) (Project): surveying; design submittals; environmental and permitting support; stormwater compliance; temporary construction easement drawings and descriptions; project management and coordination; stakeholder coordination; traffic control plans; compliance with historical district requirements, moratoria, and other constraints; public relations; construction management; and additional services.

The NMI is a major pipeline serving the north and easterly portions of the City of San Diego, conveying 73 MGD of raw sewage from the northern part of the Metro service area to Pump Station No. 2. The NMI has two pipelines operating in parallel:

- The first line is about 2 miles of 72-inch and 96-inch diameter plastic-lined reinforced concrete pipe (RCP), built in early 1963. A condition assessment in 2008 of the 96-inch pipeline resulted in 1,700 LF of liner installation in 2009.
- The second line was constructed in 1996 to avoid overloading the first pipe. This line is about 2 miles of 108-inch and 114-inch diameter plastic-lined RCP.

The SMI is a major sewer pipelines serving the South Bay community in San Diego County, conveying 54 MGD to 63 MGD of raw sewage from the southern portion of the Metro service area to Pump Station No. 2 since its completion in 1962.

- The SMI is 14.75 miles of RCP, ranging from 42 inches to 108 inches in diameter. Over the years, raw sewage gases produced sulfuric acid gases that attached and corroded the pipe's interior crown. A condition assessment performed in 1988 resulted in repair and lining of the most critical segments of the SMI in 1993.

Following a subsequent condition assessment of the NMI and SMI, the City initiated this Project to fulfill an operational need identified in the condition assessment, improve the overall condition, and increase the remaining useful life of the NMI and SMI.

The Project is located in Council Districts 2, 3, 7, and 8 within the Linda Vista, Mission Valley, Midway-Pacific Highway, Old Town San Diego, Peninsula, Reserve, Downtown, Southeastern San Diego, Barrio Logan, and Otay Mesa-Nestor communities. The Project is also within the

Port of San Diego, National City, City of Chula Vista, County of San Diego, private parcels, and military jurisdictions.

The Project consists of the following elements:

- Rehabilitation of the interceptor crown from 11 o'clock to 1 o'clock of 13 segments, approximately 12,154 LF (2.30 miles) of existing RCP and Plastic Lined Reinforced Concrete Pipe (PLRCP) sewer mains of the North and South Metro Interceptors.
 - NMI - Rehabilitation of the crown from 11 o'clock to 1 o'clock of 6,187 LF of 96-in RCP mains.
 - SMI - Rehabilitation of the crown from 11 o'clock to 1 o'clock of 4,347 LF of 108-in RCP mains.
 - SMI - Rehabilitation of the crown from 11 o'clock to 1 o'clock of 1,620 LF of 108-in PLRCP mains.
- Liner repairs on 7 segments of existing RCP and PLRCP sewer mains, approximately 5,150 sq. ft. of defects in approximately 14,132 LF (2.68 miles) of the North and South Metro Interceptors, which includes repairing the delamination of the liner.
 - NMI - Repair liner of 1,494 LF of 108-in PLRCP mains.
 - SMI - Repair liner of 8,159 LF of 84-in RCP mains.
 - SMI - Repair liner of 607 LF of 102-in RCP mains.
 - SMI - Repair liner of 3,872 LF of 108-in PLRCP mains.
- Rehabilitation of 9 existing access structures. This potentially includes confined space entry for wall, channel, and riser rehabilitation; hydrophilic grout injection with sealant; removal, repair and patching of liner; fiberglass railing replacement; manhole cover and frame replacement at grade; manhole securing bolt hole tap; odor and break-in lateral spot repair.
 - NMI - Rehabilitation of 1 existing access structure.
 - SMI - Rehabilitation of 8 existing access structures.
- Spot repair of 57 existing access structures. This includes wall restoration, concrete collar repair, confined space entry, odor control, and break-in lateral spot repair. There is also trimming, repairing, and patching liner termination and liner.
 - NMI - Spot repair of 27 existing access structures. Of the 27 access structures slated for spot repair as part of the NMI scope, one of the access structures (FSN 86994) located at the Morena Pump Station facility could not be located during a recent site walk. Per Compass GIS, this access structure was identified

as a sewer manhole abandoned. However, because the facility was under construction, abandonment could not be confirmed. The City recommends having the contractor locate this access structure during construction and include it in the scope if necessary.

- SMI - Spot repair of 30 existing access structures. An assessment study may be needed prior to selection of a suitable foul air and odor control process for one of these structures (SMI Siphon Access Structure FSN 113189).
- Rehab and spot repair existing Diversion Structure I (FSN 5038656).
 - NMI - Diversion Structure I had significant issues with missing liners, concrete loss, and damaged or missing handrails that were identified in the HDR report, requiring rehabilitation and spot repairs.
- Spot repair existing Diversion Structure II (FSN 5038653).
 - NMI – Diversion Structure II showed fewer defects than Diversion Structure I.
- Assess 1 existing access structure (FSN 5039039).
 - NMI - This access structure is to be assessed by the contractor during construction, and it can be added to the scope if necessary.

DESCRIPTION OF SERVICES

1.0- PRE-DESIGN

Under this Section 1 (Pre-Design), the Kleinfelder team will conduct activities required to inform the design process. To commence the predesign services, Kleinfelder will complete survey relates services. Next, Kleinfelder will conduct flow metering and odor (H2S) monitoring at key locations along the NMI / SMI to inform the design of flow handling, construction sequencing, and odor control mitigation. In addition, Kleinfelder will engage with the City to provide a Risk Assessment for the execution of the design subsequent construction along with a Cost Benefit Analysis Technical Memorandum. Both the Risk Assessment and Cost benefit analysis will include a workshop with the City to mitigate project risk, and align the rehabilitation approach with the City's budget and remaining useful life goals for the system.

1.1- Survey:

The Kleinfelder Team will provide surveying services for the project by a licensed surveyor. Survey services shall commence with the issuance of Notice to Proceed. All survey

monuments within construction limits will be shown on the plans. The summary of survey relates services performed includes:

- Establishing Survey Project Control
- Manhole RIM elevations
- Hand Shot Topography of MH and Pipeline Alignment
- Aerial Targets and Flights
- Verification of Aerial Topography

Deliverables:

- Topography – digital topographic data model of the project in an Autodesk Civil 3D “.DWG” format.
- Mapping – a digital base data model of the project, depicting the record boundary lines in an Autodesk Civil 3D “.DWG” format.

Limitations:

- The City Land Surveying Section will perform Monument Preservation.
- See below for detailed description of limits of surveys:

NOTES:

1. If required, current Title Reports shall be provided prior to start of work, if easements are to be calculated.
2. This scope of work and fee estimates anticipated survey and mapping tasks for a proposed alignment and phasing. SDE has assumed the work to be completed to allow for 588 hours of field time and 411 hours of office support and calculations.
3. This estimate is based upon the assumption that the survey monuments of record are in place, are reasonably accessible, and that no material discrepancy is found in those monuments.
4. Errors, omissions or material discrepancies found during the course of the survey either on ground or in documents of record that would cause unforeseen additional work and/or expenses necessary to complete the intended scope will be considered extra work.
5. This agreement does not include the establishment, reestablishment and/or setting of missing or destroyed property corner monuments, the filling of a Corner Record, or a Record of Survey Map, if required by law, except as defined herein.
6. The topographic survey does not represent a survey of the entire legal parcels, and will be limited to the limits of survey shown on the Survey Request.
7. SDE makes our best effort to find all visible surface utilities, but cannot guarantee that all utilities will be located. No geophysical locating or excavations will be made during the course of the survey to locate buried utilities and/or structures.
8. Marking, or remarking, utilities is not included in this scope of work. Utilities previously marked on the ground (by others), if found, will be located and plotted. SDE assumes no responsibility for the accuracy of said existing utility mark outs.
9. This estimate does not include traffic control, traffic control plans, permitting, or agency coordination.
10. This survey may be based on the property lines and rights-of-way being calculated from record data and depicted for informational purposes only.

1.2- Flow Meter Testing:

The Kleinfelder Team will review existing sanitary sewer plans and the draft Flow Monitoring Plan (or proposed flow monitoring location details) in preparation for obtaining system flow information to include in the design documents. Kleinfelder will conduct the flow metering field program. The Kleinfelder Team will visit the proposed sites to verify suitability of manholes and/or alternative manholes for installation of flow meters. Appropriate metering technology will be recommended for the flow characteristics and hydraulic conditions observed during the site reconnaissance visits. If site reconnaissance identifies conditions, such as manholes depths greater than 30-feet and/or elevated gas levels that cannot be cleared with forced ventilation, Kleinfelder will work with the City to identify suitable alternative sites.

Kleinfelder will perform open-channel sanitary sewer system flow monitoring at 12 locations to collect dry-weather flow data for a duration of 26 weeks (April to October, aligning with the dry weather working window for construction). Kleinfelder will prepare flow monitoring equipment necessary for installing, calibrating, and removing the flow meters. All field work will be coordinated with the City. Flow meters will be area-velocity flow meters capable of collecting flow level and velocity measurements in free-flow and surcharged hydraulic conditions.

Kleinfelder will verify data integrity and that the meters are operational and clear of debris. Kleinfelder shall be responsible for installation, calibration, and removal of the equipment for this project. Maintenance and meter malfunction will be documented and reported as soon as it is observed.

Flow Monitoring Study Final Report: Following the flow monitoring activities and after the meters are removed, Kleinfelder shall download and reduce the data in 15-minute intervals into Excel spreadsheets for data analysis, data QA/QC, and report preparation. One Draft version and one Final version of the report will be prepared and submitted in electronic format (.PDF). The report will include the following information:

- A summary of the flow monitoring equipment used.
- Location maps with address, pipe size, manhole identifier number, flow channel condition, site schematics and photographs.
- Flow monitoring data (.XLS) with tabular outputs of depth, velocity and flow rate and hydrographs of depth, velocity, and flow rates for each flow meter.

Deliverables:

- Flow Monitoring Study Final Report
- Flow monitoring data (excel and PDF)

Limitations:

- If site reconnaissance identifies conditions, such as manholes depths greater than 30-feet and/or elevated gas levels that cannot be cleared with forced ventilation, Kleinfelder will work the City to identify suitable alternative sites.
- Monitoring efforts assume that forced air ventilation is adequate for meter placement. If extreme working conditions exist as MH locations, additional equipment (not included under base scope) may be required.
- A 2-person crew with a field truck and the necessary confined space entry (CSE), traffic control, and flow monitoring equipment will install, calibrate and remove the flow meters.
- Installation and initial in-situ calibration of the 12 flow meters is anticipated to take approximately two (2) 8-hour workdays. Meter removals are anticipated to take approximately one (1) 8-hour workday.
- Scope includes the cost for five (5) calibration and maintenance field visits during the study for data downloads, in-situ calibration, and meter maintenance.
- Kleinfelder will verify data integrity and that the meters are operational and clear of debris. Kleinfelder shall be responsible for installation, calibration, and removal of the equipment for this project. Maintenance and meter malfunction will be documented and reported as soon as it is observed.

1.3- H2S Monitoring:

In addition to flow metering, Kleinfelder will provide instantaneous gas measurement at 12 selected manholes locations, to support the development of a comprehensive odor control plan during design. Kleinfelder will conduct instantaneous gas measurements using a four-gas meter (oxygen, carbon monoxide, hydrogen sulfide, and lower explosive limit) in twelve (12) manhole sites to be identified by Kleinfelder. The results will be presented in a 1-page letter report that will be provided to the City electronically (.PDF).

Deliverables:

- Instantaneous gas measurements at 12 manhole locations
- Instantaneous Gas Measurement Letter Report (PDF)

Limitations:

- If site reconnaissance identifies conditions, such as manholes depths greater than 30-feet and/or elevated gas levels that cannot be cleared with forced ventilation, Kleinfelder will work the City to identify suitable alternative sites.
- Monitoring efforts assume that forced air ventilation is adequate for meter

placement. If extreme working conditions exist at MH locations, additional equipment (not included under base scope) may be required.

- A 2-person crew with a field truck and the necessary confined space entry (CSE), traffic control, and instantaneous gas measurement equipment.

1.4- Risk Assessment Tech Memo and Workshop:

Kleinfelder will provide the City with a comprehensive Risk Assessment for activities related to the design and construction of the NMI & SMI system rehabilitation. The Risk Assessment will include the following topics for analysis:

- Project team coordination.
- Monitoring flows and installation of additional meters (if necessary).
- H2S and Odor Control.
- Identify potential for spills & create mitigation containment strategy.
- Communication with all stakeholders.
- Risk assessment at key project milestones.

Upon completion of the Risk Assessment Tech Memo, Kleinfelder will hold a workshop with the City and pertinent stakeholders to review the risks and discuss mitigations strategies. Upon completion of the workshop, Kleinfelder will update, and finalize the TM, solidifying the Risk Assessment strategy for design and construction.

Deliverables:

- Draft Risk Assessment Technical Memorandum (PDF).
- Risk Assessment Workshop.
- Final Risk Assessment Technical Memorandum (PDF).

Limitations:

- The Risk Assessment Technical Memorandum and workshop will serve to mitigate against potential design and construction risk for the City. This will mitigate and reduce the chance of project issues, but not eliminate the risks associated with project execution.

1.5- Cost Benefit Analysis Tech Memo and Workshop:

As construction costs have changed significantly from the original City estimate, Kleinfelder will provide the City with a Cost Benefit Analysis. This analysis will provide the City with the various alternatives to rehabilitate the system, along with the associated costs and extension of remaining useful life in the system. The draft TM submission will be followed

by a workshop to discuss the findings. This workshop will lay the foundation for the rehabilitation design approach, methods, and materials. The Cost Benefit Analysis Tech Memo and workshop will discuss the following items:

- Rehabilitation alternatives (minimum of three, max of five alternatives) including method, material, pros and cons.
- Planning level opinion of probable construction costs (OPCC) for each alternative.
- Extension of remaining useful life of each rehab alternative.
- Life cycle rehab cost projection, over a 75-year time horizon (this will include rehabilitation recurrence based on the anticipating extension in remaining useful life, and projected inflation of 3% YoY for construction costs).
- A summary table with the alternative, cost, pros, cons, and 75-year lifecycle cost.

Upon completion of the Cost Benefit Tech Memo, Kleinfelder will hold a workshop with the City and to review the risks and discuss the available rehab approaches and associated costs. Upon completion of the workshop, Kleinfelder will commence the Design (Section 2) services, based on the preferred rehabilitation approach selected by the City.

Deliverables:

- Cost Benefit Analysis Technical Memorandum (PDF).
- Cost Benefit Analysis Workshop.

Limitations:

- Kleinfelder is basing the current rehabilitation design scope of work on a spray on applied liners (cementitious, geopolymer, or epoxy) and plastic liner rehabilitation. Upon completion of the cost benefit analysis, if the City wants to pursue a different rehabilitation approach or increase the scope of assets to be rehabilitated, additional design fee may be necessary.
- OPCC estimate will be planning level (level 4) only, to provide order of magnitude cost comparison between alternatives. More detailed OPCCs will be developed as major design milestones.
- Remaining useful life projections are estimates only, based on historical data and industry standards.

2.0- DESIGN

Upon successful completion of the Cost Benefit Analysis workshop, Kleinfelder will commence design related activities. This will include collecting and reviewing available as-

built and condition assessment data built along with the field information collected under Section 1 (Pre-Design). Under this Section 2 (Design), Kleinfelder will take produce a full set of bid ready plans, specifications, and OPCCs (PS&E). To accomplish this, Kleinfelder will provide the following Design submittals: 30% Design, 60% Design, 100% Design, and Final Design.

The subtasks below provide milestone and delivery expectations for each stage of design. At the end of the section, we include the anticipated plan and spec list along with what will be included with each deliverable milestone. All specifications will be provided in conformance with Greenbook format, using the City's latest boilerplates specifications. Any additional, project specific technical specifications will be provided by the Kleinfelder Team.

2.1- 30% Design Submittal:

Kleinfelder will submit a 30% PS&E for the selected rehabilitation approach, as decided upon following the Cost Benefit Analysis. The OPCC shall be submitted using the City's Master Bid List. Upon submission of 30% design, the City will review the documents and provide comments. Upon receiving comments, Kleinfelder will compile, review, and respond in a comment tracker that will be shared with City reviewers. After development of the comments tracker, Kleinfelder will hold a workshop to review City comments and the approach to address, and commence the 60% design subtask.

Deliverables:

- 30% Design Plans (PDF).
- 30% Specification Table of contents (PDF).
- 30% OPCC Level 3 (PDF).
- Environmental permitting project description and location map(s) including the final footprint or alignment, construction site access, staging areas, maximum depths of excavation, and easements (if needed) to support development of required permits (see subtasks 2.5 to 2.7).
- 30% Design Comment Tracker.
- 30% Design City Comment Workshop.

2.2- 60% Design Submittal:

Kleinfelder will develop a 60% PS&E following the direction provided by the City in the 30% workshop. Upon submission of 60% design, the City will review the documents and provide comments. Upon receiving comments, Kleinfelder will compile, review, and respond in a comment tracker that will be shared with City reviewers. After development of the comments tracker, Kleinfelder will hold a workshop to review City comments and the approach to address, and commence the 90% design subtask.

Deliverables:

- 60% Design Plans (PDF).
- 60% Specifications (PDF).
- 60% OPCC Level 3 (PDF).
- 60% Design Comment Tracker.
- 60% Design City Comment Workshop.
- Draft permit submissions (see subtasks 2.5 to 2.7).

2.3- 100% Design Submittal:

Kleinfelder will develop a 100% PS&E following the direction provided by the City in the 60% workshop. Upon submission of 100% design, the City will review the documents and provide comments. Upon receiving comments, Kleinfelder will compile, review, and respond in a comment tracker that will be shared with City reviewers. After development of the comments tracker, Kleinfelder will hold a workshop to review City comments and the approach to address, and commence the Final design subtask.

Deliverables:

- 100% Design Plans (PDF).
- 100% Specifications (PDF).
- 100% OPCC Level 2 (PDF).
- 100% Design Comment Tracker.
- 100% Design City Comment Workshop.
- Updated permit submissions (see subtasks 2.5 to 2.7).

2.4- Final Design Submittal:

Final Design submittal is considered fully completed in all aspects and considered bid ready. Kleinfelder will incorporate City review comments from the 100% City comment review workshop. The Final Design has extended duration due to the required environmental clearances for this project. Kleinfelder shall submit the final (bid) deliverables consisting of design plans, specifications and OPCC. Kleinfelder will also provide electronic media in MicroStation format in accordance with City of San Diego CADD Guidelines, and complete electronic file sets of the final specifications in MS Word processing software format.

Deliverables:

- Final Design Plans (PDF).
- Final Plans (MicroStation files).
- Final Specifications (word).

- Final OPCC Level 2 (PDF).
- Final permit packages (see subtasks 2.5 to 2.7).

Limitations:

Sheet List:

Sheet	Drawing	Title	30%	60%	100%	Final
1	G-01	Cover Sheet	X	X	X	X
2	G-02	Notes, Legend, Abbreviations	X	X	X	X
3	G-03	Project Site Map and Key Plan	X	X	X	X
4	C-01	Civil Notes, Legend, Abbreviations	X	X	X	X
5	C-02	NMI / SMI Rehabilitation Plan and Profiles	X	X	X	X
6	C-03	NMI / SMI Rehabilitation Plan and Profiles	X	X	X	X
7	C-04	NMI / SMI Rehabilitation Plan and Profiles	X	X	X	X
8	C-05	NMI / SMI Rehabilitation Plan and Profiles	X	X	X	X
9	C-06	NMI / SMI Rehabilitation Plan and Profiles	X	X	X	X
10	C-07	NMI / SMI Rehabilitation Plan and Profiles	X	X	X	X
11	C-08	NMI / SMI Rehabilitation Plan and Profiles	X	X	X	X
12	C-09	NMI / SMI Rehabilitation Plan and Profiles	X	X	X	X
13	C-10	NMI / SMI Rehabilitation Plan and Profiles	X	X	X	X
14	C-11	NMI / SMI Rehabilitation Plan and Profiles	X	X	X	X
15	C-12	NMI / SMI Rehabilitation Plan and Profiles	X	X	X	X
16	C-13	NMI / SMI Rehabilitation Plan and Profiles	X	X	X	X
17	C-14	NMI / SMI Rehabilitation Plan and Profiles	X	X	X	X
18	C-15	NMI / SMI Rehabilitation Plan and Profiles	X	X	X	X
19	C-16	NMI / SMI Rehabilitation Plan and Profiles	X	X	X	X
20	C-17	NMI / SMI Rehabilitation Plan and Profiles	X	X	X	X
21	C-18	NMI / SMI Rehabilitation Plan and Profiles	X	X	X	X
22	C-19	NMI / SMI Rehabilitation Plan and Profiles	X	X	X	X
23	C-20	NMI / SMI Rehabilitation Plan and Profiles	X	X	X	X
24	C-21	NMI / SMI Rehabilitation Plan and Profiles	X	X	X	X
25	C-22	NMI / SMI Rehabilitation Plan and Profiles	X	X	X	X
26	C-23	NMI / SMI Rehabilitation Plan and Profiles	X	X	X	X
27	C-24	NMI / SMI Rehabilitation Plan and Profiles	X	X	X	X
28	C-25	NMI / SMI Rehabilitation Plan and Profiles	X	X	X	X
29	C-26	NMI / SMI Rehabilitation Plan and Profiles	X	X	X	X
30	C-27	NMI / SMI Structure Rehabilitation		X	X	X
31	C-28	NMI / SMI Structure Rehabilitation		X	X	X
32	C-29	NMI / SMI Structure Rehabilitation		X	X	X
33	C-30	NMI / SMI Structure Rehabilitation		X	X	X

Sheet	Drawing	Title	30%	60%	100%	Final
34	C-31	NMI / SMI Structure Rehabilitation		X	X	X
35	C-32	NMI / SMI Structure Rehabilitation		X	X	X
36	C-33	NMI / SMI Structure Rehabilitation		X	X	X
37	C-34	NMI / SMI Structure Rehabilitation		X	X	X
38	C-35	Civil Rehab Details I		X	X	X
39	C-36	Civil Rehab Details II		X	X	X
40	C-37	Civil Rehab Details III			X	X
41	C-38	Civil Rehab Details IV			X	X
42	C-39	Civil Rehab Details V			X	X
43	C-40	Civil Rehab Details VI			X	X
44	S-01	Structural Notes, Legend, Abbreviations	X	X	X	X
45	S-02	Structural Retrofit Plans & Sections	X	X	X	X
46	S-03	Structural Retrofit Plans & Sections	X	X	X	X
47	S-04	Structural Retrofit Plans & Sections		X	X	X
48	S-05	Structural Retrofit Plans & Sections		X	X	X
49	S-06	Structural Retrofit Plans & Sections		X	X	X
50	S-07	Structural Retrofit Plans & Sections		X	X	X
51	S-08	Structural Details I		X	X	X
52	S-09	Structural Details II			X	X

Sheet	Drawing	Title	30%	60%	100%	Final
53	S-10	Structural Details III			X	X
54	S-11	Structural Details IV			X	X
55	TCP-01	Traffic Control Notes, Legend, Abbreviations	X	X	X	X
56	TCP-02	Traffic Control Plans I	X	X	X	X
57	TCP-03	Traffic Control Plans II	X	X	X	X
58	TCP-04	Traffic Control Plans III	X	X	X	X
59	TCP-05	Traffic Control Plans IV	X	X	X	X
60	TCP-06	Traffic Control Plans V	X	X	X	X
61	TCP-07	Traffic Control Plans VI		X	X	X
62	TCP-08	Traffic Control Plans VII		X	X	X
63	TCP-09	Traffic Control Plans VIII		X	X	X
64	TCP-10	Traffic Control Plans IX		X	X	X
65	TCP-11	Traffic Control Plans X		X	X	X
66	TCP-12	Traffic Control Plans XI			X	X
67	TCP-13	Traffic Control Plans XII			X	X
68	TCP-14	Traffic Control Plans XIII			X	X
69	TCP-15	Traffic Control Plans XIV			X	X

Specification List:

DIVISION 1 – GENERAL REQUIREMENTS

- 01010 Summary of Work
- 01025 Measurement and Payment
- 01040 Project Coordination and Meetings
- 01045 Cutting and Patching
- 01060 Permits and Regulatory Requirements
- 01070 Abbreviations
- 01090 Reference Standards
- 01105 Rodent Control
- 01108 Health and Safety Procedures
- 01110 Environmental Protection Procedure
- 01200 General Requirements for Utility Work
- 01300 Submittals
- 01310 Construction Progress Schedules
- 01346 As-Built Drawings
- 01400 Quality Control
- 01500 Temporary Facilities and Controls
- 01505 Mobilization
- 01560 Temporary Environmental Controls
- 01568 Erosion Control, Sedimentation and Containment of Construction Materials
- 01570 Maintenance and Protection of Traffic
- 01630 Restoration of Grounds and Cleaning Up
- 01700 Construction Sequencing, Testing, Integration, and Start up
- 01701 Project Closeout

DIVISION 2 – SITE CONSTRUCTION

- 02051 Demolition, Modification, and Abandonment
- 02080 Soil and Waste Management
- 02600 Spray-in-Place Pipelining
- 02601 Sewer Manholes and Access Structures
- 02670 Traffic Control
- 02760 Pipeline Cleaning and Internal Inspection
- 02761 Flow Handling
- 02795 Chemical Grout
- 02792 Sewer Manhole Rehabilitation

DIVISION 3 – CONCRETE

- 03300 Cast-in-place Concrete

2.5- Environmental and Permitting Support Services:

Kleinfelder will provide support services for processing the project for the following: CEQA Notice of Exemption (NOE) and California Coastal Commission (CCC) Coastal Development Permit (CDP) Waiver.

As a part of the CEQA determination process, the Project must demonstrate consistency with the CAP pursuant to Climate Action Plan Consistency for Plan- and Policy-Level Environmental Documents and Public Infrastructure Projects. Kleinfelder will provide CCC CDP Waiver application supporting documents and provide their support and time for meetings while coordinating with the CCC.

A portion of this Project is located within Port of San Diego jurisdiction and may require a Port-issued CDP. Kleinfelder will coordinate with City staff to communicate with the Port to determine whether a CDP is required and whether they will cede permitting authority to the CCC.

No excavation is anticipated for the rehabilitation, spot and crown repair work. A temporary generator may be used for workers' air ventilation while making repairs from inside the sewer manholes, which may require vegetation removal and temporary access paths to and around the manhole sites. It is also expected that any vegetation covering existing manholes will need to be removed to access the manholes. Miscellaneous biological support services may be required to support these efforts, and are included under this scope of services.

Kleinfelder's CEQA permitting scope of work would be conducted, entirely or in-part, as an Addendum to the Citywide Pipeline Projects Mitigated Negative Declaration (MND) No 255100. We propose a scoping meeting with City staff to clarify if all or part of the alignment would be eligible under an Addendum to MND Citywide Pipelines Project (No 2552100) which also addresses CCC permitting. Based on this approach, Kleinfelder will support the City with the preparation of the Addendum to the MND submittal including supporting project narrative descriptions, figures and diagrams, and references to existing studies. This scope will also include the identification of specific mitigation measures required along the proposed project alignment for inclusion in the design drawings & documents. On-going meetings, discussions, and limited public participation (if needed), with City staff are included under this scope of work.

Deliverables:

- CEQA Notice of Exemption
- CCC Development Permit Waiver
- Figures, diagrams, and biological

Limitations:

- Kleinfelder will work with City staff to communicate with the Port to determine whether a CDP is required and whether they will cede permitting authority to the CCC. For this scope, it is assumed that the Port will cede permitting authority to the CCC.
- Kleinfelder's CEQA permitting scope of work would be conducted, entirely or in-part, as an Addendum to the Citywide Pipeline Projects Mitigated Negative Declaration (MND) No 255100.

2.6- Stormwater Services

The California Municipal Separate Storm Sewer System (MS4) Permit contains standard requirements for permanent and temporary stormwater management that apply to all projects. Projects may be categorized as an Exemption (not subject to permanent stormwater requirements), Standard Development Project, Priority Development Project (PDP), or PDP Exempt. Each category dictates the level of stormwater management that the project must implement permanently.

The MS4 Permit requires all development projects to implement source control and site design/Low Impact Development (LID) practices that will minimize the generation of pollutants. While all development projects are required to implement source control and site design practices, the MS4 Permit has additional requirements for development projects that exceed size thresholds and/or fit under specific use or location categories. These projects, referred to as PDPs, are required to incorporate structural BMPs into the project plan to reduce the discharge of pollutants, and address potential hydromodification impacts from changes in flow and sediment supply.

San Diego projects are subject to requirements under the MS4 Permit for watersheds in the San Diego region, issued by the California Regional Water Quality Control Board for the San Diego region (SDRWQCB).

Kleinfelder will complete the Storm Water Requirements Applicability Checklist (DS-560) to assess the project's impact to water quality and to identify the applicable stormwater requirements. This checklist establishes the storm water requirements applicable to the project, both temporary (during construction) and permanent (in perpetuity).

Kleinfelder will provide this checklist and updates to this checklist, as needed, as part of the 30%, 60%, 90%, and 100% design packages. With each design package, Kleinfelder will re-evaluate checklist responses and will make determination of requirements associated with any permanent BMPs to be included in the design packages.

As required by the City of San Diego and other municipal stormwater requirements, Kleinfelder will prepare specifications with design packages based on requirements as dictated by the DS-560 checklist, MS4 permit, or local ordinance. This will include direction on specific municipality requirements applicable to the project to develop the appropriate stormwater documents, such as Water Pollution Control Plan that may be required to be prepared by the construction contractor.

Kleinfelder's water quality representative will attend up to four (4) review workshops with the City.

Deliverables:

- Completed checklist DS-560.
- Documentation with the City Project Manager that the project qualifies as routine maintenance in accordance with Section 1.3.1 of the City of San Diego Stormwater Standards May 2021 Edition.
- Stormwater design and documentation specifications at 30%, 60%, 90%, and 100%.

Limitations:

- Based on existing project information, Kleinfelder assumes the project is defined as Routine Maintenance and is not covered by the post-construction requirements.
- Based on existing project information, Kleinfelder assumes that the project is not considered a Priority Development Project subject to the development requirements of the MS4, which would require development of a Stormwater Water Quality Management Plan (SWQMP). This post-construction planning document must be submitted for new development and significant redevelopment projects.
- The City's Project Manager is responsible for documenting that the project qualifies as routine maintenance per Section 1.3.1 and satisfies the criteria. Kleinfelder will procure this documentation. Kleinfelder understands the City's Project Manager shall keep this documentation in the project file.
- Construction contractor will be responsible for preparation of construction-phase documents such as a Water Pollution Control Plan.

2.7- Temporary Construction Easement:

Kleinfelder will assist the City in the processing of temporary construction easement through Real Estate Assets Department, by preparing drawing and legal description required to execute this project.

Deliverables:

- Up to ten (10) Temporary Construction Easement Sheets (PDF)
- One round of revisions and updates to the construction easement sheets

Limitations:

- Land/easement acquisition is also not anticipated for this project
- City shall provide all available easement documentation for the NMI & SMI systems. The work (being rehabilitation) is assumed to be executing under existing City easements
- Kleinfelder will produce right of entry, and encroachment permits to complete the design and construction of the project
- Kleinfelder has set a maximum of ten (10) access MH locations for temporary construction sheets and legal descriptions and subsequent design sheets (in addition to sheets shown on sheet list, as necessary)

2.8- Project Management and Coordination:

Kleinfelder will provide project management support to the City in the execution of the Project's Design Phase and design related issues during the bid, award and related construction phase services. This will include the following:

Meetings:

Kleinfelder and pertinent team members will attend the meetings as noted below and will prepare agendas and minutes, distribute to attendees and others designated by the City's Project Manager, and ensure that all Project team action items are addressed. All meetings below are assumed to be a 1 hour duration unless otherwise noted.

- Attend Kick-off meeting – Project Manager, Assistant Project Manager, and Project Engineer will attend the meeting.
- Monthly Progress Meetings – Project Manager, Assistant Project Manager, and Project Engineer will attend and lead meetings.
- Community Group Meetings – Project Manager and Assistant Project Manager to attend up to 6 community group meetings (2-hours each)
- Design Resolution Meetings (2 hours) – Project Manager, Assistant Project Manager, and Project Engineer to attend the following Design Resolution Meetings:
 - 30% Design Resolution Meeting

- ECP Review,
 - QA/QC Review, and
 - Public Utilities Department Review
- 60% Design Resolution Meetings (2 hours)
 - ECP Review, and
 - Public Utilities Department Review
- 100% Design Resolution Meetings (2 hours)
 - ECP Review,
 - QA/QC Review,
 - Public Utilities Department Review, and
 - Field Division
- Final Resolution Meetings (2 hours)
 - ECP Review, and
 - Public Utilities Department Review
- Internal Kleinfelder Design Coordination calls (1 hour, weekly, three years, Project Manager, Assistant Project Manager, Project Engineer, Design Staff)
- Internal sub coordination calls (1 hour, weekly, one year, Project Manager, Assistant Project Manager, Project Engineer, Design Staff)

Project Schedule and Budget Control

Kleinfelder will prepare monthly progress report (to be attached to the monthly invoice) that will include schedule information, percentage of individual task completion compared to amount billed, budget information, problems encountered, out of scope authorizations, status of design team action items, and status of City action items.

Contract Administration

Project/contract management shall include, but not be limited to, design support of the City in the execution of the Project's Design Phase, Bid/Award, and Construction Phase and according to final agreement. Kleinfelder shall perform Contract Administration of the Project including, but not limited to, monthly invoicing, and all project related documentation and correspondence.

Project Management Plan, Health and Safety Plan, and Quality Assurance and Quality Control

After notice to proceed, Kleinfelder will provide a project specific Project Management Plan (PMP) and Health and Safety Plan (HASP). The PMP will include key milestones, approaches to complete the project, key contacts list, and a communication plan to execute the design. The HASP will include project specific planning to address health and safety concerns, including local emergency numbers, locations of closest facility, emergency contact numbers, and emergency procedures for work executed under this scope of work.

In addition, Kleinfelder will provide QA/QC for project deliverables. Kleinfelder will incorporate their City of San Diego's QA/QC checklists along with our own QA/QC protocols into the review of all construction documents at each milestone of the project.

Deliverables:

- Monthly Invoicing, Schedule Updates, and Progress Reports (PDF)
- Project Management Plan (PDF)
- Health and Safety Plan (HASP)
- Project Meetings and coordination (as outline above)

Limitations:

- Kleinfelder's HASP does not include work conducted by the contractor. It will only provide planning for the work being executed by the Kleinfelder Team.

2.9- Coordination with Stakeholders

Kleinfelder will coordinate design and construction with stakeholders affected by this project, including the Port of San Diego, National City, City of Chula Vista, County of San Diego, the State of California, US Fish & Wildlife, Spring Valley Sanitation District, Mission Bay Park, Linda Vista, Mission Valley, Midway- Pacific Highway, Old Town San Diego, Peninsula, Downtown, Southeastern San Diego, Barrio Logan, Otay Mesa-Nestor, Private parcels, CALTRANS, MTS and Military reserve jurisdictions. In addition, coordination with schools, churches, fire stations, businesses, SDGE, and other agencies are anticipated to minimize impacts during construction.

In addition to coordination with these stakeholders, encroachment permits will need to be obtained for many of these same entities to execute the rehabilitation work. Kleinfelder will package all NMI / SMI assets requiring encroachment permitting specific to each stakeholder (i.e. one permit package for CALTRANS, one for the City of Chula Vita etc.)

Kleinfelder will also provide the required documentation and assessment for noise and odor to include in our encroachment permit applications. It is anticipated that much of this work will need to be conducted during low flow, night time working conditions. Kleinfelder will provide assessment of noise and odor relates impacts to include in the encroachment and night time permit applications.

Deliverables:

- Outreach and coordination with stake holders
- Encroachment Permits
- Noise Abatement, Confined Space, and nighttime working hour permits

Limitations:

- A Community Health and Safety Plan (CHSP) is not included under this scope of services.
- Permit fees are included under this proposal as an allowance of \$1,000 per each, however the exact permit costs are not known at this time, and will be billed to the City at cost. Agencies like MTS bill encroachment permit review at an hourly basis.
- Outreach and coordination with stake holders (25 stake holders, 20 hours each = 500 hours)
- Encroachment Permitting (Assuming 15 stakeholder permit packages, coordination, and updates at 40 hours per each = 600 hours)
- Noise Abatement, Confined Space, and nighttime working hour permits (Assuming 15 stakeholder permit packages, coordination, updates at 20 hours each = 300 hours)

2.10- Traffic Control

Kleinfelder will prepare traffic control plans at 1" = 40' scale on the project title block for access to existing manholes needed to perform rehabilitation work. An initial assessment of the project locations was performed to evaluate which project locations may require engineered traffic control plans. The City of San Diego requires engineered Traffic Control Plans (TCP) on roads with an Average Daily Traffic (ADT) of 10,000 vehicles or higher, and in situations where typical plans can't be applied. Based on this initial evaluation it is anticipated that 38 engineered TCP's will be needed, 10 project locations can utilize typical plans, and 28 locations will not require traffic control. It is anticipated a requirement will be placed in the specifications for the contractor to provide typical plans during construction for the work on roads with an ADT of less than 10,000 vehicles. This project traverses several jurisdictions and will require review from the stakeholders listed below:

EXHIBIT A

- City of San Diego (38 TCP's)
- Caltrans (2 TCP's)
- San Diego County Regional Airport Authority (SDCRAA) (8 TCP's)
- United States Navy (1 TCP)
- San Diego Metropolitan Transit System (MTS) (1 TCP)

For work within each stakeholder, Right of Way (R/W) will adhere to the preferred standards for each agency. For example, work on Navy property will conform to the Manual on Uniform Traffic Control Devices (MUTCD), and work within Caltrans R/W will conform with Caltrans Standard Plans and California Manual on Uniform Traffic Control Devices (CAMUTCD). Coordination with each stakeholder will happen early in the project to discuss the work within and adjacent to their R/W, and the level of traffic control design and review that will be required. All plans will be routed to the City for initial review then separate packages will be broken out for Stakeholder review, only showing the work within or adjacent to their respective R/W's.

It is anticipated the street base will be drawn over aerial imagery from online map data and roadway configurations will be field verified to ensure the traffic control plans accurately reflect existing conditions. SDCRAA is currently constructing multiple projects that impact airport access to and from Harbor Drive and online map data is not accurate. For this area, Nearmap or high-resolution aerial images will be collected to ensure the existing street base is accurate.

In addition, TCPs and permits are anticipated to support the installation of flow meters and instantaneous gas measurements. Kleinfelder will provide TCPs and permit support as needed to execute the related Section 1 (Pre-Design).

Deliverables:

- TCPS at key project milestones 30%, 60% 100% and Final and coordination with traffic control permitting agency for pre-approved TCPs for contractor use (see sheet list)
- TCPs and permit support to execute flow metering and instantaneous gas monitoring during predesign

Limitations:

- All permit-related fees are not included in this proposal, as they are unknown at this time. All TCPs related fees will be invoiced, at cost, directly to the City of San Diego.
- Subconsultant proposal based on available ADT count data that was used to

determine how many engineered traffic control stages would be needed. Traffic control stages are subject to change based on review and updates on the ADT counts from the City.

- The following items are excluded from the scope and fee but can be made available upon request for additional fees: Traffic Signal Modification Plans, Temporary Traffic Signal Plans, and Traffic Signal Coordination/Timing plans

2.11- Historical Districts & Moratoriums

The City of San Diego has identified a number of historic districts which are identified in CIP Tracking, including Potential Historic District Little Italy. Based on current project parameters, Kleinfelder assumes that there will be no significant above ground elements to the project and the project will not result in the destruction or modification of above ground buildings or structures or new above ground construction. As such, there is little likelihood for the project to result in a significant adverse change to historical resources under CEQA. However; there is potential to encounter historic sidewalk stamps, light standards, sidewalk coloring, special pavement types and print, or other features may require preservation during construction. Kleinfelder understands that the proposed project must comply with provisions for historical resources detailed in the City of San Diego Standards Specifications for Public Works Construction (Whitebook). As needed, Kleinfelder's cultural resources staff will work with the City to ensure compliance with Section 303-5.1.4 of the White Book regarding historical and contractor stamps and impressions. Kleinfelder will also be available to review project design changes to assess potential impacts to historical resources including historic districts. Kleinfelder assumes up to eight remote meetings between City staff and Kleinfelder's cultural resources staff, totaling no more than eight hours, to discuss project impacts to contractor stamps and impressions. Should additional time for meetings or additional scope be required, costs may increase. Kleinfelder assumes up to 40 hours of project design review to assess project impacts to historical resource and up to 8 hours of remote meetings with City staff to discuss project impacts to historical resources.

Deliverables:

- Eight (8) virtual meetings with cultural resource staff (8 hours).
- Historical project impact review (40 hours).
- Coordination and meetings to discuss historical resource impacts post review (8 hours).

Limitations:

- Should additional meetings or time for project review be necessary, costs may increase. Should any buildings, structures, or landscapes require

documentation or evaluation for historical significance and/or should any historical resources reports be required for this project, a sperate scope and cost will be prepared.

2.12- Public Relations:

Kleinfelder will provide public outreach support for this project and will be the public information officer (PIO) dedicated to this project from design commencement through construction completion. Stakeholders for the Design of North/South Metro Interceptors Rehab (H2426335-M) include Mission Bay Park, Linda Vista, Mission Valley, Midway-Pacific Highway, Old Town San Diego, Peninsula, Downtown, Southeastern San Diego, Barrio Logan. In addition, the following agencies:

- County of San Diego
- City of Chula Vista
- National City
- Port of San Diego
- Otay Mesa-Nestor

Based on these communities, a total of Fourteen (14) meetings are anticipated. Up to two team members (2) attending each meeting. Kleinfelder will lead the meetings and provide all necessary agendas, handouts, and complete meeting minutes summarizing the community meetings.

Deliverables:

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

Limitations:

- Effort assumes up to fourteen (14) meetings, two staff, at two hours each.

3.0- BID PHASE SUPPORT SERVICES

Kleinfelder will provide assistance to City staff during the bid phase of this project including a pre-bid meeting, onsite job walk, responses to contractor questions and RFI's, and preparing addenda (as- needed).

3.1- Pre Bid Meeting & On-site Job Walk:

- Pre-bid Meeting: Kleinfelder Project Manager, Assistant Project Manager, and Project Engineer shall attend the meeting to prepare potential bidders for the upcoming bid.
- On-site Job Walk: Kleinfelder Project Manager, Assistant Project Manager, and Project Engineer shall attend the on-site job walk with potential bidding contractors during the pre-bid phase.

Deliverables:

- Attend pre-bid meeting
- Attend on-site job walk

3.2- Bid Requests for Information

Kleinfelder will receive each written request for information or clarification (RFI/RFC) from the contractor, review the request and the appropriate sections/drawings of the technical documents and prepare written response to the contractor.

Deliverables:

- RFI review, responses, and coordination with the contractor (up to 10).

Limitations:

- 10 RFI reviews, at 4 hours each = 40 hours.
- 5 additional clarifications on RFIs responses at 2 hours each = 10 hours.
- 2 additional clarifications on RFIs at 1 hours each (third pass) = 2 hours.

3.3- Addendum Preparation:

Kleinfelder will prepare addendum, as needed, during the bid phase of the project. This subtask includes effort for design changes resulting from preparing the addenda.

Deliverables:

- Addendum preparation, responses, and coordination with the contractor (up to 5).

Limitations:

- 5 Addendum, at 8 hours each = 40 hours.
- 3 additional clarifications on CO responses at 4 hours each = 12 hours.
- 1 additional clarification on COs at 2 hours each (third pass) = 2 hours.

4.0- CONSTRUCTION PHASE

Kleinfelder will provide assistance to City staff during the construction phase of this project. Construction services will be based on a 26-month period. Construction will be phased to avoid high sewer flows (April to October, 12am to 6am).

4.1- Construction Meetings:

- Pre-Pre-Construction Meeting: Kleinfelder Project Manager, Assistant Project Manager, and Project Engineer shall attend the meeting to prepare City field staff with key discussion points that will be explained to the contractor in the Pre-Construction meeting (virtual meeting).
- Pre-Construction Meeting: Kleinfelder's Project Manager and Assistant Project Manager shall attend and participate in the preconstruction conference including a project site visit (in person meeting).
- Construction Progress Meetings: The Project manager and Assistant Project Manager shall attend all construction progress meetings. Review construction progress and assist Project Manager as requested (virtual meetings).

Deliverables:

- Attend construction related meetings

Limitations:

- Pre-Pre-Construction Meeting: Kleinfelder Project Manager, Assistant Project Manager, virtual meetings - 2 hour preparation and 2 hour meeting each, totaling 8 hours
- Pre-Construction Meeting: Kleinfelder's Project Manager and Assistant Project Manager, in person meeting and site walk assume 4 hours each, totaling 8 hours
- Construction Progress Meetings: the Project manager and Assistant Project Manager, assume 50% in person meetings (2 hours each) and 50% virtual meetings (1 hour each), weekly for 26 months = 312 hours

4.2- Contractor Submittals Review:

Kleinfelder will review the contractor's submittals for conformance to the Contract

Documents. Kleinfelder will review each submittal for conformance with design intent, materials application, design configuration, and overall compatibility with the facilities intended use. Kleinfelder will review all submittals, except the submittals that are per the City of San Diego Approved Material List (AML) which will be approved by City staff.

Kleinfelder will review and evaluate Requests for Substitution including or equal submissions on shop drawings. Kleinfelder will provide a written approval or disapproval for a substitution request.

Deliverables:

- Submittal review, responses, and coordination with the contractor (up to 50)

Limitations:

- 50 submittal reviews, at 3 hours each = 150 hours.
- 25 resubmittal reviews at 1.5 hours each = 37.5 hours.
- 10 additional resubmittals at 1 hours each (third pass) = 10 hours.

4.3- Requests for Information

Kleinfelder will receive each written request for information or clarification (RFI/RFC) from the contractor, review the request and the appropriate sections/drawings of the technical documents and prepare written response to the contractor.

Deliverables:

- RFI review, responses, and coordination with the contractor (up to 10).

Limitations:

- 50 RFI reviews, at 4 hours each = 200 hours.
- 5 additional clarifications on RFIs responses at 2 hours each = 10 hours.
- 2 additional clarifications on RFIs at 1 hours each (third pass) = 2 hours.

4.4- Change Order Preparation:

Kleinfelder will assist the Construction Manager in preparing, reviewing, and recommending resolutions to some of the complex proposed construction change orders. This subtask includes effort for design changes resulting from proposed changes from the contractor.

Deliverables:

- Change Order (CO) Review and preparation, responses, and coordination with

the contractor (up to 10).

Limitations:

- 10 Change Order reviews, at 8 hours each = 80 hours.
- 5 additional clarifications on CO responses at 4 hours each = 10 hours.
- 2 additional clarifications on COs at 2 hours each (third pass) = 4 hours.

4.5- As-built Drawings

Kleinfelder will update the original Contract Documents based on information (RFIs, DCs, Cos, Redlines) received from the contractor through the construction manager and create the Draft As-built drawings. Kleinfelder shall submit a draft set of as-bults with clouds and deltas for the City's review before accepting as-bults. Upon City approval, Kleinfelder will remove all clouds and deltas and submit Final As-bults. Kleinfelder will follow the City's standards for As-built drawings.

Deliverables:

- Draft As-built Drawing package (PDF).
- Final As-bults Drawings package (PDF).

Limitations:

- Based on the estimated number RFIs, DCs, CO, and Contractor Redlines, Kleinfelder estimates up to two hours per sheet, at 69 sheets (per the sheet list) = 138 hours to update the as-built package.

5.0 – ADDITIONAL SERVICES

This Section 5 (Additional Services) is an allowance that will cover additional engineering services needed to address activities and needs as they become apparent during the course of performing the project. Additional services will not be undertaken by Kleinfelder without prior authorization by the City. The fees and description of any additional engineering service will be provided to the City for approval and authorization.

END OF SCOPE OF SERVICES

COMPENSATION AND FEE SCHEDULE

LABOR CATEGORY	13 - Sr. Principal Professional	13 - Senior Project Manager	12 - Principal Professional	10 - Project Professional	9 - Staff Professional II	8 - Staff Professional I	8 - Project Administrator II	7 - Professional	TOTAL HOURS	TOTAL TASK LABOR FEE	UNIT AND EXPENSE FEE	LAB FEE	SUB-CONSULTANT FEE	TOTAL FEE
<i>Billing rate (\$/hr)</i>	\$337.00	\$298.00	\$252.00	\$217.00	\$189.00	\$169.00	\$161.00	\$149.00						
1.0 - PRE-DESIGN														
1.1 - Survey	0	20	0	0	40	80	0	20	160	\$30,020.00	\$160.00	\$0.00	\$357,310.00	\$387,490.00
1.2 - Flow Meter Testing	4	40	100	0	120	40	0	20	324	\$70,888.00	\$80.00	\$0.00	\$271,640.00	\$342,608.00
1.3 - H2S Monitoring	4	32	40	0	80	20	0	20	196	\$42,444.00	\$80.00	\$0.00	\$31,160.00	\$73,684.00
1.4 - Risk Assessment	20	32	40	0	80	0	0	20	192	\$44,456.00	\$0.00	\$0.00	\$7,080.00	\$51,536.00
1.5 - Cost Benefit Analysis TM & Workshop	8	32	40	0	75	0	0	20	175	\$39,467.00	\$0.00	\$0.00	\$68,880.00	\$108,347.00
1.0 LABOR HOURS	36	156	220	0	395	140	0	100	1,047					
1.0 FEE	\$12,132	\$46,488	\$55,440	\$0	\$74,655	\$23,660	\$0	\$14,900		\$227,275	\$320	\$0	\$736,070	\$963,665
2.0 - DESIGN														
2.1 - 30% Design Submittal	16	120	200	0	300	300	0	100	1,036	\$213,852.00	\$200.00	\$0.00	\$95,770.00	\$309,822.00
2.2 - 60% Design Submittal	12	100	180	0	275	275	0	80	922	\$189,574.00	\$7,100.00	\$0.00	\$118,100.00	\$307,874.00
2.3 - 100% Design Submittal	10	60	100	0	200	200	0	80	650	\$129,970.00	\$80.00	\$0.00	\$112,900.00	\$242,950.00
2.4 - Final Design Submittal	8	32	40	0	60	80	0	0	220	\$47,172.00	\$6,940.00	\$0.00	\$67,560.00	\$114,772.00
2.5 - Environmental and Permitting Support Services	8	32	80	0	160	0	0	100	380	\$77,532.00	\$2,000.00	\$0.00	\$107,520.00	\$185,052.00
2.6 - Stormwater Services	8	16	32	0	40	0	0	0	96	\$23,088.00	\$0.00	\$0.00	\$14,160.00	\$37,248.00
2.7 - Temporary Construction Easement	4	20	20	0	40	0	0	0	84	\$19,908.00	\$160.00	\$0.00	\$149,700.00	\$169,768.00
2.8 - Project Management and Coordination	0	370	58	0	670	0	36	0	1,134	\$257,302.00	\$0.00	\$0.00	\$160,320.00	\$417,622.00
2.9 - Coordination with Stakeholders	20	290	0	390	700	0	0	0	1,400	\$310,090.00	\$20,400.00	\$0.00	\$98,280.00	\$408,770.00
2.10 - Traffic Control	0	20	0	40	80	0	0	0	140	\$29,760.00	\$15,080.00	\$0.00	\$380,712.00	\$410,552.00
2.11 - Historical Districts & Moratoriums	0	0	64	0	0	0	0	0	64	\$16,128.00	\$0.00	\$0.00	\$2,000.00	\$18,128.00
2.12 - Public Relations	0	40	0	60	80	0	0	0	180	\$40,060.00	\$160.00	\$0.00	\$67,920.00	\$108,140.00
2.0 LABOR HOURS	86	1100	774	490	2605	855	36	360	6,306					
2.0 FEE	\$28,982	\$327,800	\$195,048	\$106,330	\$492,345	\$144,495	\$5,796	\$53,640		\$1,354,436	\$52,120	\$0	\$1,374,942	\$2,781,498

EXHIBIT B

3.0 - BID PHASE SUPPORT SERVICES

3.1 - Pre-Bid Meeting & On-site Job Walk	0	16	0	16	16	0	0	0	48	\$11,264.00	\$200.00	\$0.00	\$0.00	\$11,464.00
3.2 - Bid Requests for Information	0	2	0	10	40	0	0	0	52	\$10,326.00	\$0.00	\$0.00	\$0.00	\$10,326.00
3.3 - Addendum Preparation	0	2	0	12	40	0	0	0	54	\$10,760.00	\$0.00	\$0.00	\$0.00	\$10,760.00

3.0 LABOR HOURS	0	20	0	38	96	0	0	0	154					
3.0 FEE	\$0	\$5,960	\$0	\$8,246	\$18,144	\$0	\$0	\$0		\$32,350	\$200	\$0	\$0	\$32,550

4.0 - CONSTRUCTION PHASE

4.1 - Construction Meetings	0	164	0	0	164	0	0	0	328	\$79,868.00	\$6,400.00	\$0.00	\$21,960.00	\$108,228.00
4.2 - Contractor Submittal Review	0	20	0	0	170.5	0	0	0	190.5	\$38,184.50	\$0.00	\$0.00	\$25,820.00	\$64,004.50
4.3 - Requests for Information	0	50	0	0	162	0	0	0	212	\$45,518.00	\$0.00	\$0.00	\$18,640.00	\$64,158.00
4.4 - Change Order Preparation	0	20	0	0	74	0	0	0	94	\$19,946.00	\$0.00	\$0.00	\$9,440.00	\$29,386.00
4.5 - As-built Drawings	0	18	0	0	60	60	0	0	138	\$26,844.00	\$0.00	\$0.00	\$13,028.00	\$39,872.00

4.0 LABOR HOURS	0	272	0	0	630.5	60	0	0	962.5					
4.0 FEE	\$0	\$81,056	\$0	\$0	\$119,165	\$10,140	\$0	\$0		\$210,361	\$6,400	\$0	\$88,888	\$305,649

5.0 - ADDITIONAL SERVICES

Additional Services	0	0	0	0	0	0	0	0	0	\$400,000.00	\$0.00	\$0.00	\$0.00	\$400,000.00
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5.0 LABOR HOURS	0	0	0	0	0	0	0	0	0					
5.0 FEE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$400,000	\$0	\$0	\$0	\$400,000

PROJECT TOTAL HOURS	122	1548	994	528	3726.5	1055	36	460	8,469.50					
PROJECT TOTAL FEE	\$41,114	\$461,304	\$250,488	\$114,576	\$704,309	\$178,295	\$5,796	\$68,540		\$2,224,422	\$59,040	\$0	\$2,199,900	\$4,483,362

❖ A request for an annual rate adjustment must be submitted to the City of San Diego in writing for approval. Written Justification for the rate adjustment must be submitted to the City of San Diego a minimum of 60 days before the Agreement anniversary date. Said proposed adjustment shall not exceed three percent (3%), and the City of San Diego must approve any rate adjustments in writing before they become effective.

Subconsultant Fee

Disadvantaged Business Category ==>											TOTAL COST	TOTAL MARKED UP SUBS
SUBCONSULTANT OR SUBCONTRACTOR	Stantec	RSM3	V&A	DHK Engineering (ELBE)	Puzzullo Consulting (ELBE)	Yen Tu Consulting (ELBE)	Ross Engineering (ELBE)	San Dieguito Engineering (SLBE)	STC Inc. (SLBE)	RF Yeager (SLBE)		
TASK 1 - PRE-DESIGN												
Subtask 1.1 - Survey	\$5,310.00							\$352,000.00			\$357,310.00	\$357,310.00
Subtask 1.2 - Flow Meter Testing	\$18,640.00		\$253,000.00								\$271,640.00	\$271,640.00
Subtask 1.3 - H2S Monitoring	\$27,160.00		\$4,000.00								\$31,160.00	\$31,160.00
Subtask 1.4 - Risk Assessment	\$7,080.00										\$7,080.00	\$7,080.00
Subtask 1.5 - Cost Benefit Analysis TM & Workshop	\$53,880.00				\$15,000.00						\$68,880.00	\$68,880.00
DIRECT COST TASK 1	\$112,070.00	\$0.00	\$257,000.00	\$0.00	\$15,000.00	\$0.00	\$0.00	\$352,000.00	\$0.00	\$0.00	\$736,070.00	\$736,070.00
TASK 2 - DESIGN												
Subtask 2.1 - 30% Design Submittal	\$64,270.00	\$16,500.00			\$10,000.00				\$5,000.00		\$95,770.00	\$95,770.00
Subtask 2.2 - 60% Design Submittal	\$93,100.00	\$5,000.00			\$15,000.00				\$5,000.00		\$118,100.00	\$118,100.00
Subtask 2.3 - 100% Design Submittal	\$98,400.00	\$5,000.00			\$5,000.00				\$4,500.00		\$112,900.00	\$112,900.00
Subtask 2.4 - Final Design Submittal	\$62,560.00				\$5,000.00						\$67,560.00	\$67,560.00
Subtask 2.5 - Environmental and Permitting Support Services	\$107,520.00										\$107,520.00	\$107,520.00
Subtask 2.6 - Stormwater Services	\$14,160.00										\$14,160.00	\$14,160.00
Subtask 2.7 - Temporary Construction Easement	\$12,580.00						\$137,120.00				\$149,700.00	\$149,700.00
Subtask 2.8 - Project Management and Coordination	\$160,320.00										\$160,320.00	\$160,320.00
Subtask 2.9 - Coordination with Stakeholders	\$16,280.00			\$82,000.00							\$98,280.00	\$98,280.00
Subtask 2.10 - Traffic Control	\$7,952.00								\$372,760.00		\$380,712.00	\$380,712.00
Subtask 2.11 - Historical Districts & Moratoriums	\$2,000.00										\$2,000.00	\$2,000.00
Subtask 2.12 - Public Relations	\$9,920.00					\$58,000.00					\$67,920.00	\$67,920.00
DIRECT COST TASK 2	\$649,062.00	\$26,500.00	\$0.00	\$82,000.00	\$35,000.00	\$58,000.00	\$137,120.00	\$0.00	\$372,760.00	\$14,500.00	\$1,374,942.00	\$1,374,942.00
TASK 3 - CONSTRUCTION PHASE												
Subtask 3.1 - Construction Meetings	\$3,540.00										\$3,540.00	\$3,540.00
Subtask 3.2 - Contractor Submittal Review	\$3,540.00										\$3,540.00	\$3,540.00
Subtask 3.3 - Requests for Information	\$14,880.00										\$14,880.00	\$14,880.00
Subtask 3.4 - Change Order Preparation	\$25,820.00										\$25,820.00	\$25,820.00
Subtask 3.5 - As-built Drawings	\$18,640.00										\$18,640.00	\$18,640.00
DIRECT COST TASK 3	\$88,888.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$88,888.00	\$88,888.00
DIRECT COST	\$850,020.00	\$26,500.00	\$257,000.00	\$82,000.00	\$50,000.00	\$58,000.00	\$137,120.00	\$352,000.00	\$372,760.00	\$14,500.00	\$2,199,900.00	
Mark up (%)												
BUDGET AMOUNT	\$850,020.00	\$26,500.00	\$257,000.00	\$82,000.00	\$50,000.00	\$58,000.00	\$137,120.00	\$352,000.00	\$372,760.00	\$14,500.00		\$2,199,900.00

STC Traffic, Inc



Standard Billing Rate

Task	Task Description	Standard Billing Rate					Total Hours	Total Cost
		Principal-In-Charge	Senior Project Manager	Project Engineer III	Project Engineer I	Drafter II		
		\$290.00	\$240.00	\$190.00	\$140.00	\$130.00		
2.8	Project Management and Coordination		20	20			40	\$ 8,600.00
2.9	Coordination with Stakeholders		10	10			20	\$ 4,300.00
2.10A	30% Traffic Control	4	15	40	85	140	284	\$ 42,460.00
2.10B	60% Traffic Control	2	10	20	50	90	172	\$ 25,480.00
2.10C	100% Traffic Control	4	20	65	120	260	469	\$ 68,910.00
2.10D	Final Traffic Control	2	10	30	70	120	232	\$ 34,080.00
2.10E	Flow Meter & H2S Investigation Traffic Control & Permitting	8	50	120	300	400	878	\$ 131,120.00
3.1	Construction Meetings		10				10	\$ 2,400.00
3.3	Requests for Information		5	15			20	\$ 4,050.00
3.4	Change Order Preparation	1	4	15	20		40	\$ 6,900.00
4.1	Additional Services	4	15	40	90	150	299	\$ 44,460.00
	Total Hours	25	169	375	735	1,160	2,464	
	Subtotal Labor	\$7,250.00	\$40,560.00	\$71,250.00	\$102,900.00	\$150,800.00		
	TOTAL COST							\$ 372,760.00

DHK Engineers, Inc.

Task 1 -Project Management

Total Meetings and Calls * City of San Diego 2-12-2024 agreed upon classification and rates.

Classification	Man Hours	Rate*	Total
DHK- Sr PM/ Principal	32	223.00	\$7,136
Senior Engineer	0	195.00	\$0
Associate Engineer	0	181.00	\$0
CAD/ Designer	0	151.00	\$0
Administrator	24	90.00	\$2,160
Total			\$9,296

30% Design (Noise and Odor Evaluation):

Classification	Man Hours	Rate	Total
DHK- Sr PM/ Principal	96	223.00	\$21,408
Senior Engineer	96	195.00	\$18,720
Associate Engineer	40	181.00	\$7,240
CAD/ Designer	32	151.00	\$4,832
Administrator	0	90.00	\$0
Total			\$52,200

60% Design (Draft Noise and Odor Reports / Draft Specifications):

Classification	Man Hours	Rate	Total
DHK- Sr PM/ Principal	20	223.00	\$4,460
Senior Engineer	12	195.00	\$2,340
Associate Engineer	8	181.00	\$1,448
CAD/ Designer	4	151.00	\$604
Administrator	0	90.00	\$0
Total			\$8,852

3. 100% Design (Final Noise and Odor Reports / Final Specifications):

DHK Engineers will respond to the City's 60% design review comments and finalize the noise and odor specifications.

Classification	Man Hours	Rate	Total
DHK- Sr PM/ Principal	16	223.00	\$3,568
Senior Engineer	16	195.00	\$3,120
Associate Engineer	0	181.00	\$0
CAD/ Designer	0	151.00	\$0
Administrator	0	90.00	\$0
Total			\$6,688

4. Final Design (Final Noise and Odor Reports / Final Specifications):

DHK Engineers will respond to comments based on City's 100 % design review.

Classification	Man Hours	Rate	Total
DHK- Sr PM/ Principal	8	223.00	\$1,784
Senior Engineer	8	195.00	\$1,560
Associate Engineer	0	181.00	\$0
CAD/ Designer	0	151.00	\$0
Administrator	0	90.00	\$0
Total			\$3,344

Puzzullo Consulting

TASKS APPLICABLE TO ALL PROJECT DELIVERABLES

Task	TM OPCC	Review Comments	Total Hours	Rate	Total
Task 1 – Cost Benefit Technical Memorandum (Pre-Design TM)	71.0	4.0	75.0	200.00	15,000.00
Task 2 – 30% Design	46.0	4.0	50.0	200.00	10,000.00
Task 3 – 60% Design	71.0	4.0	75.0	200.00	15,000.00
Task 4 – 100% Design	21.0	4.0	25.0	200.00	5,000.00
Task 5 – Final Design	21.0	4.0	25.0	200.00	5,000.00
Total	230.0	20.0	250.0		\$50,000.00

Ross Engineering Group Inc.

TASK 1 PROJECT MANAGEMENT, ADMINISTRATION & MEETINGS	
TASK 1.1 ADMINISTRATION	\$ 8,760
TASK 1.2 DESIGN MEETINGS	\$ 5,760
TASK 2 TEMPORARY CONSTRUCTION EASEMENT	\$ 122,600
	<u>\$ 137,120</u>

The estimated total number of 28 for existing sewer appurtenance locations requiring temporary construction easements. This proposal includes a level of effort breakdown as follows.

- A total of 18 of the 28 will be an exhibit level of complexity.
- A total of 10 of the 28 will be an elevated level complexity.

San Dieguito Engineering

Description	FIELD		OFFICE				Consultant	BG Totals	Estimated Cost
	376.00 2-P Crew (PW)	195.00 1-P Crew (PW)	200.00 Sen. Surv	175.00 Sen. Asso. Surv	150.00 Asso. Surv	100.00 Staff Surveyor	210.00 AK		
80A Project Survey Control									
a. Locate Survey Control, and Second Observations	32.00		1.00	3.00					
b. Set Local Control at Intersections	32.00								
b. Downloads, Data Processing & QA/QC									
	64.00	0.00	1.00	3.00	0.00	0.00	0.00	24,789.00	Total Field Crew Hours (2-Person) 568.0 \$221,088.00
80B MH Rim Elevations									
a. 75 Mhs	64.00		1.00						Total Field Crew Hours (1-Person) 0.0 \$0.00
b. Design Topo (field and office)			1.00	4.00					Office Hours - Project Manager III 90.0 \$18,000.00
c. Additional Mobilization	32.00		1.00	4.00					Office Hours - Project Manager II 321.0 \$56,175.00
	96.00	0.00	3.00	8.00	0.00	0.00	0.00	38,096.00	Assistant Surveyor 0.0 \$0.00
80C Topo Intersections at 40 MH Locations									Staff Surveyor 0.0 \$0.00
a. Locate Centerline/Property Monuments	40.00		10.00						Principal Land Surveyor (PLS) 0.0 \$0.00
b. Design Topo (field and office)	120.00		10.00	140.00					
c. Additional Mobilization									
	160.00	0.00	20.00	140.00	0.00	0.00	0.00	68,660.00	
80D Set Aerial Targets									
a. Set Aerial Targets	30.00								
b. Second Observations	10.00		2.00	4.00					
c. Additional Mobilization									
	40.00	0.00	2.00	4.00	0.00	0.00	0.00	16,140.00	
80E Verify Aerial Topo									
a. Locate Centerline/Property Monuments									
b. Design Topo (field and office)	80.00		4.00	36.00					
c. Additional Mobilization									
	80.00	0.00	4.00	36.00	0.00	0.00	0.00	37,180.00	Sub-Total Cost Estimate \$296,763.00
80F Hand Shot Design Topo 10,660 LF									
a. Locate Centerline/Property Monuments	30.00		10.00	20.00					Meetings and Coordination \$0.00
b. Design Topo (field and office)	118.00		10.00	110.00					ATM Aerial Cost \$54,650.00
c. Additional Mobilization									SRS Mapping (Direct Expense) 2000.0 \$2,000.00
	148.00	0.00	20.00	130.00	0.00	0.00	0.00	82,396.00	Sub-Total Cost Estimate \$353,413.00
80G									
a. Locate Centerline/Property Monuments									Per Diem \$0.00
b. Design Topo (field and office)									Lodging (Direct Expense) \$0.00
c. Additional Mobilization									Reimbursables (Direct Expense) \$0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
80H Meetings and Coordination									
a. Meetings, Scheduling, Updates			40.00						
	0.00	0.00	40.00	0.00	0.00	0.00	0.00	6,000.00	Total Cost Estimate \$351,913.00
Total Hours	568.00	0.00	90.00	321.00	0.00	0.00	0.00	295,243.00	
Total Cost Estimate	221,088.00	0.00	18,000.00	56,175.00	0.00	0.00	0.00	295,263.00	

11. Prevailing wage rates apply for survey crews (field only).
12. Weekend/Overtime rates (1½ times standard wage rates) apply for hours worked over 8 hours per day, Monday through Friday, weekends, holidays and hours worked over 40 hours per week.
13. Double time rates (2 times standard wage rates) apply for hours worked over 12 hours per day.
14. Annual 3% escalation.
15. DIR Registration Number 1000009409.

Stantec

TASK #	DESCRIPTION	Design Manager	QA/QC Manager	Senior Engineer	Associate Engineer	Designer/Drafting	Admin Support	Project Controls	Environmental Manager - BL 18	Associate Environmental Planner - BL 9	Biologist - BL12	TOTAL HOURS	LABOR TOTAL	Outside Direct Costs	TOTAL FEE
		\$325	\$325	\$295	\$265	\$169	\$155	\$195	\$280	\$195	\$225				
TASK 1	PREDESIGN														
1.2.1	Review Condition Assessment Report	6		6	6							18	\$5,310		\$5,310
1.2.2	Develop Preliminary Diversion Plans	16		24	24							64	\$18,640		\$18,640
1.2.3	Evaluate and Confirm Rehabilitation Methods	24	40		24							88	\$27,160		\$27,160
1.2.4	Site Visits (Coordinate with City Staff)	8		8	8							24	\$7,080		\$7,080
1.2.5	Prepare Technical Memorandums (2)	32		40	80	40	24					216	\$53,880		\$53,880
	SUBTOTAL	86	40	78	142	40	24	0	0	0	0	410	\$112,070	\$0	\$112,070
TASK 2	DESIGN														
2.1	30% Design Drawings, (Estimate by KLE)	30		40	80	120	8					278	\$64,270		\$64,270
2.2	60% Design Drawings, Tech Specs, Calculations, (Estimate by Kleinfelder)	40		40	100	240	8					428	\$93,100		\$93,100
2.3	100% Design Drawings, Tech Specs, Calculations, (Estimate by Kleinfelder)	40		40	120	240	8					448	\$98,400		\$98,400
2.4	Final Design Plans, Specs, (Estimate by Kleinfelder)	32		32	80	120	8					272	\$62,560		\$62,560
2.5	Review and Respond to Comments	40		40								120	\$35,400		\$35,400
2.6	Coordination with Kleinfelder & Subs	24			24							48	\$14,160		\$14,160
	SUBTOTAL	206	0	192	444	720	32	0	0	0	0	1594	\$367,890	\$0	\$367,890
TASK 2.5	ENVIRONMENTAL AND PERMITTING SUPPORT														
2.5.1	Environmental Support (DSD Coord by Kleinfelder)				8					8		16	\$3,680		\$3,680
2.5.1.1	Prepare CEQA Notice of Exemption (NDE)				8				8	16		32	\$7,480		\$7,480
2.5.1.2	Prepare CAP Consistency Determination				8				8			16	\$4,360		\$4,360
2.5.1.3	Prepare Coastal Commission Development Permit Waiver				8				8			40	\$9,040		\$9,040
2.5.1.4	Prepare Port of San Diego CDP application and Waiver				8				8	24		40	\$9,040		\$9,040
2.5.1.5	Perform Biological Surveys @ Access Manholes (Assume 3)				16				8		40	64	\$15,480	\$1,000	\$16,480
2.5.2	Permitting Support (DSD Coord by Kleinfelder)		0	16	40				24			80	\$22,040		\$22,040
	SUBTOTAL	0	0	16	96	0	0	0	64	88	40	304	\$71,120	\$1,000	\$72,120
TASK 2.6	STORMWATER SERVICES (NOT IN SCOPE)														
	D5-560 (By KLE)	0	0	0	0	0	0	0	0	0	0	0	\$0		\$0
	SUBTOTAL	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
TASK 2.7	TEMPORARY CONSTRUCTION EASEMENT														
	Identify TCE's required, P&L's by others	8		8	16	20						52	\$12,580		\$12,580
	SUBTOTAL	8	0	8	16	20	0	0	0	0	0	52	\$12,580	\$0	\$12,580
TASK 2.8	PROJECT MANAGEMENT AND COORDINATION														
2.8.1	Meetings														
	Kickoff Meeting	4		4	4							12	\$3,540		\$3,540
	Monthly Progress Meetings	24		24	24							72	\$21,240		\$21,240
	Community Group Meetings (3)	24		24								48	\$14,880		\$14,880
	Design Resolution Meetings (3)	24		24	24							72	\$21,240		\$21,240
2.8.2	Project Schedule and Budget Control	12										12	\$3,900		\$3,900
2.8.3	Contract Administration	24						80				104	\$23,400		\$23,400
2.8.4	Quality Assurance and Quality Control	24	80		40							144	\$44,400		\$44,400
2.8.5	Project Management / Project Setup	48					48	24				120	\$37,720		\$37,720
	SUBTOTAL	184	80	76	92	0	48	104	0	0	0	584	\$160,320	\$0	\$160,320
TASK 2.9	COORDINATION WITH STAKEHOLDERS														
	Coordination with stakeholders	16		16	24							56	\$16,280		\$16,280
	SUBTOTAL	16	0	16	24	0	0	0	0	0	0	56	\$16,280	\$0	\$16,280
TASK 2.10	TRAFFIC CONTROL														
	Coordination with Traffic Control Team			8	16	8						32	\$7,952		\$7,952
	SUBTOTAL	0	0	8	16	8	0	0	0	0	0	32	\$7,952	\$0	\$7,952

TASK #	DESCRIPTION	Design Manager	QA/QC Manager	Senior Engineer	Associate Engineer	Designer/Drafting	Admin Support	Project Controls	Environmental Manager - BL 18	Associate Environmental Planner - BL 9	Biologist - BL12	TOTAL HOURS	LABOR TOTAL	Outside Direct Costs	TOTAL FEE
		\$325	\$325	\$295	\$265	\$169	\$155	\$195	\$280	\$195	\$225				
TASK 2.11	HISTORICAL DISTRICTS, MORATORIUMS AND OTHER CONSTRAINTS														
	SUBTOTAL	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
TASK 2.12	PUBLIC RELATIONS														
	Public Outreach Support	16		16								32	\$9,920		\$9,920
	SUBTOTAL	16	0	16	0	0	0	0	0	0	0	32	\$9,920	\$0	\$9,920
TASK 3	CONSTRUCTION PHASE														
3.1	Construction Meetings														
	Pre-Pre Construction Meeting	4		4	4							12	\$3,540		\$3,540
	Pre-Construction Meeting	4		4	4							12	\$3,540		\$3,540
	Construction Progress Meetings (12 Meetings)	24		24								48	\$14,880		\$14,880
3.2	Contractor Submittals Review	16		16	60							92	\$25,820		\$25,820
3.3	Requests for Information & Clarifications	16		24	24							64	\$18,640		\$18,640
3.4	Change Order Preparation Assistance	16			16							32	\$9,440		\$9,440
3.5	As-Built Drawings				16	52						68	\$13,028		\$13,028
	SUBTOTAL	80	0	72	124	52	0	0	0	0	0	328	\$88,888	\$0	\$88,888
TASK 4	MISCELLANEOUS														
	Reimbursable Expenses											0	\$0	\$2,000	\$2,000
	Additional Services														
	SUBTOTAL	0	0	0	0	0	0	0	0	0	0	0	\$0	\$2,000	\$2,000
TOTALS		596	120	482	954	840	104	104	64	88	40	3392	\$847,020	\$3,000	\$ 850,020

V&A Consulting Engineers

Task	Amount
Tasks 1-3: Flow Monitoring - Lump sum	\$248,500
Task 4: Instantaneous Gas Measurements - Lump sum	\$4,000
Task 5 (Optional): Manhole Condition Assessment - Lump sum	\$9,600/site
Contingency: Additional site visits due to unforeseen circumstances	\$1,500/site
Total (Without Contingency or Optional Tasks):	\$252,500

Yen Tu Consulting

Tasks	Activities	Hours	At \$225
Project Coordination	Monthly planning meetings, develop outreach plan, updates with PMs, mitigation management	100	\$22,500
Collaterals/Info Materials	Noticing, Bulletins, FAQs, fact sheet, PPT, displays	20	\$4,500
Outreach - Hosted	Set, publicize and create workshops, town halls, forums	20	\$4,500
Outreach - Community Engagement	Presentations to community organizations, individuals	80	\$18,000
Outreach - Elected	Briefings and updates, response to inquiry	20	\$4,500
Database	Create and update database of interested parties	10	\$2,250
Media	Support City Communications/PR Lead	10	\$2,250
Total - Services		260	\$58,500
Total - Hard Costs	Website, collaterals, outreach events, printing, signage		\$0
	Total Outreach Budget		\$58,500

Labor Categories	Short Description of Classification	1 st Year Rate	2 nd Year Rate	3 rd Year Rate	4 th Year Rate	5 th Year Rate
Principal	Owner & Principal of consulting firm	\$225.00	\$231.75	\$238.70	\$245.86	\$253.23
Associate	Project Associate	\$180.00	\$185.40	\$190.80	\$196.52	\$202.41

Reimbursable Expenses

Unit or Expense Category	MILEAGE (PER MILE)	PLOTS - 24 X 36	B&W PLOT	Permit Fee Allowance	TOTAL COSTS	ODC BUDGET INCLUDING MARKUP	
	<i>Unit</i>	MILES	EACH	PLOTS			Allowance (per each)
	<i>Cost rate (\$/unit)</i>	\$0.000	\$6.010	\$0.120			\$1,000.000
	<i>Unit Rate Basis</i>	Standard Billing Rate	Standard Billing Rate	Standard Billing Rate			Manual Rate Entry
	<i>Manual Billing Rate (\$/unit)</i>						
<i>Standard Billing rate (\$/unit)</i>	\$0.80	\$18.00	\$1.00	\$1,000.00			
1.0 - PRE-DESIGN							
1.1 - Survey	200				\$0.00	\$160.00	
1.2 - Flow Meter Testing	100				\$0.00	\$80.00	
1.3 - H2S Monitoring	100				\$0.00	\$80.00	
1.4 - Risk Assessment					\$0.00	\$0.00	
1.5 - Cost Benefit Analysis TM & Workshop					\$0.00	\$0.00	
TOTAL UNITS 1.0	400	0	0	0			
DIRECT COST	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
BILLING AMOUNT 1.0	\$320.00	\$0.00	\$0.00	\$0.00		\$320.00	
2.0 - DESIGN							
2.1 - 30% Design Submittal	250				\$0.00	\$200.00	
2.2 - 60% Design Submittal	250	300	1,500		\$1,983.00	\$7,100.00	
2.3 - 100% Design Submittal	100				\$0.00	\$80.00	
2.4 - Final Design Submittal	50	300	1,500		\$1,983.00	\$6,940.00	
2.5 - Environmental and Permitting Support Services				2	\$2,000.00	\$2,000.00	
2.6 - Stormwater Services					\$0.00	\$0.00	
2.7 - Temporary Construction Easement	200				\$0.00	\$160.00	
2.8 - Project Management and Coordination					\$0.00	\$0.00	
2.9 - Coordination with Stakeholders	500			20	\$20,000.00	\$20,400.00	
2.10 - Traffic Control	100			15	\$15,000.00	\$15,080.00	
2.11 - Historical Districts & Moratoriums					\$0.00	\$0.00	
2.12 - Public Relations	200				\$0.00	\$160.00	
TOTAL UNITS 2.0	1,650	600	3,000	37			
DIRECT COST	\$0.00	\$3,606.00	\$360.00	\$37,000.00	\$40,966.00		
BILLING AMOUNT 2.0	\$1,320.00	\$10,800.00	\$3,000.00	\$37,000.00		\$52,120.00	
3.0 - BID PHASE SUPPORT SERVICES							
3.1 - Pre Bid Meeting & On-site Job Walk	250				\$0.00	\$200.00	
3.2 - Bid Requests for Information					\$0.00	\$0.00	
3.3 - Addendum Preparation					\$0.00	\$0.00	
TOTAL UNITS 3.0	250	0	0	0			
DIRECT COST	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
BILLING AMOUNT 3.0	\$200.00	\$0.00	\$0.00	\$0.00		\$200.00	
4.0 - CONSTRUCTION PHASE							
4.1 - Construction Meetings	8,000				\$0.00	\$6,400.00	
4.2 - Contractor Submittal Review					\$0.00	\$0.00	
4.3 - Requests for Information					\$0.00	\$0.00	
4.4 - Change Order Preparation					\$0.00	\$0.00	
4.5 - As-built Drawings					\$0.00	\$0.00	
TOTAL UNITS 4.0	8,000	0	0	0			
DIRECT COST	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
BILLING AMOUNT 4.0	\$6,400.00	\$0.00	\$0.00	\$0.00		\$6,400.00	
5.0 - ADDITIONAL SERVICES							
Additional Services					\$0.00	\$0.00	
TOTAL UNITS 5.0	0	0	0	0			
DIRECT COST	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
BILLING AMOUNT 5.0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
TOTAL UNITS	10,300	600	3,000	37			
DIRECT COST	\$0.00	\$3,606.00	\$360.00	\$37,000.00	\$40,966.00		
BILLING AMOUNT	\$8,240.00	\$10,800.00	\$3,000.00	\$37,000.00		\$59,040.00	
Mark up (%)							
BUDGET AMOUNT	\$8,240.00	\$10,800.00	\$3,000.00	\$37,000.00		\$59,040.00	

TIME SCHEDULE

Task Name	Start after NTP	Finish after NTP
Pre-Design	0 weeks	8 weeks
Design Plans/Specs 30%, 60%, 100%, & Final	8 weeks	54 weeks
Bid and Award	54 weeks	78 weeks
Construction Support	78 weeks	191 weeks
Project Close-Out & Record Drawings	191 weeks	194 weeks

Project Completion – 194 weeks (from date of the NTP)

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

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

CONSULTANT REQUIREMENTS

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

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

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

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

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

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

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

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

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

IV. **Small and Local Business Program Requirements.** The City has adopted a Small and Local Business Enterprise (SLBE) program for consultant contracts. SLBE program requirements for consultant contracts are set forth in San Diego Municipal Code Division 36.

A. **SLBE and ELBE Participation for Contracts Valued Over \$500,000.**

- 1. It is the City's policy to encourage greater availability, capacity development, and contract participation by SLBE and ELBE firms in City contracts. This policy is, in part, intended to further the City's compelling interest to stimulate economic development through the support and empowerment of the local community, ensure that it is neither an active nor passive participant in marketplace discrimination, and promote equal opportunity for all segments of the contracting community.

2. Proposers are required to meet the mandatory subcontracting participation percentages identified in the RFP or meet Good Faith Effort (GFE) submittal requirements. GFE submittal requirements can be found here:

<https://www.sandiego.gov/sites/default/files/legacy/eoc/pdf/slbegfeinst.pdf>.

- a) Failure to meet the mandatory goal or GFE submittal requirements shall render Proposal to be rejected as non-responsive and ineligible for further consideration.

3. The current list of certified SLBE-ELBE firms can be found here:

<http://www.sandiego.gov/eoc/programs/slbe.shtml>

B. Subcontractor Participation.

1. For the purpose of satisfying subcontracting participation requirements, only **1st** tier SLBE-ELBE Subcontractors will be recognized as participants in the Contract according to the following criteria:

- a) For credit to be allowed toward a respective participation level, all listed SLBE-ELBE firms shall have been certified by the Proposal due date.
- b) The Subcontractor shall perform a commercially useful function for credit to be allowed toward subcontractor participation levels. The Subcontractor shall be required by you to be responsible for the execution of a distinct element of the Work and shall carry out its responsibility by actually performing and supervising its own workforce.

- C. Subcontractor Participation List. The Subcontractor Participation List (Attachment CC) shall indicate the Name and Address, Scope of Services, Percent of Total Proposed Contract Amount, Certification Status and Where Certified for each proposed Subcontractor/Subconsultant.

- D. List of Work Made Available. The Proposer shall take the steps listed in the Good Faith Effort (GFE) submittal requirements to assure that SLBE-ELBEs are used whenever possible. In addition to the specified GFE documentation, the Proposer shall submit List of Work Made Available (Attachment DD Form AA60).

V. Maintaining Participation Levels.

- A. Consultants are required to achieve and maintain the SLBE or ELBE participation levels throughout the duration of the 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. Evidence of fraud or discrimination in the substitution of Subcontractors will result in sanctions including assessment of penalty fines, termination of Contract, or debarment.

- D. Consultant's failure to maintain SLBE or ELBE participation levels as specified in the 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 San Diego Municipal Code Division 36 are cumulative to all other rights and remedies available to the City.

VI. Subcontracting Efforts Review and Evaluation.

1. Documentation of your subcontracting efforts will be reviewed by EOCP to verify that you made subcontracting opportunities available to a broad base of qualified Subcontractors, negotiated in good faith with interested Subcontractors, and did not reject any bid for unlawful discriminatory reasons. The EOCP review is based on the federal "Six Good Faith Efforts" model.
2. The GFEs are required methods to ensure that all ELBE and SLBE firms have had the opportunity to compete for the City's consultant procurements. The Six Good Faith Efforts, also known as affirmative steps, attract and utilize ELBE and SLBE firms:
 - a) Ensure ELBE firms are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities.
 - b) Make information of forthcoming opportunities available to SLBE-ELBE firms and arrange time for Contracts and establish delivery schedules, where requirements permit, in a way that encourages and facilitates participation by SLBE-ELBE firms in the competitive process. This includes posting solicitations for proposals to SLBE-ELBE firms for a minimum of 10 Working Days before the Proposal due date.
 - c) Consider in the contracting process whether firms competing for large Contracts could subcontract with SLBE-ELBE firms.
 - d) Encourage contracting with a consortium of ELBE-SLBE firms when a Contract is too large for one of these firms to handle individually.
 - e) Use the services and assistance of the City's EOC Office and the SLBE-ELBE Directory.
 - f) If you award subcontracts, require your Subcontractors to take the steps listed above.

VII. 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.

Good Faith Efforts (GFE): documentation of the Proposer's intent to comply with SLBE Program goals and procedures included in the City's SLBE Program, Instructions for Completing Good Faith Effort Submittal available from the City's EOCP website or the Contract Specialist.

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

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

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

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

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

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

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

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

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

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

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

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

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

VIII. 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, WBE or MBE.

Current certification by the California Unified Certification Program as DBE, WBE or MBE.

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.

IX. List of Attachments.

- AA. Disclosure of Discrimination Complaints**
- BB. Work Force Report**
- CC. Subcontractors List**
- DD. List of Work Made Available Form AA60**

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
April 2016	Hamilton, NJ	Allegation of Discrimination	Y	CLOSED	Complaint filed but not served. Closed.
Feb 2017	San Diego, CA	Allegation of Discrimination	Y	CLOSED	Matter settled.
March 2017	San Diego, CA	Allegation of Discrimination	Y	CLOSED	Court rules in favor of Kleinfelder's Motion for Summary Judgement. Matter closed.
July 2018	Alberta, Canada	Allegation of Discrimination	Y	CLOSED	Matter settled.
October 2022	Houston, TX	Allegation of Discrimination	Y	CLOSED	Matter settled.
Sept. 2023	San Diego, CA	Allegation of Discrimination and Wrongful Termination	Y	OPEN	Open
Kleinfelder is a large engineering company with over 3,000 employees in the US, Canada, and Australia, and as with any company of our size, we are from time-to-time subject to a complaint by a current or former employee alleging discrimination. Over the past five years, Kleinfelder has had approximately six such claims, five of which have been resolved. The remaining matter relates to a claim asserted by a former employee in California who has alleged discrimination and wrongful termination. Kleinfelder does not discriminate against employees because of age, color, sexual orientation, disability, national origin, race, or religion, and therefore denies any wrongdoing.					

Design Professional Name Kleinfelder, Inc.

Certified By Simon Wong, PE, SE Title Vice President
 Name

 Signature Date 9/3/2024

USE ADDITIONAL FORMS AS NECESSARY



EQUAL OPPORTUNITY CONTRACTING (EOC)

1200 Third Avenue, Suite 200 • San Diego, CA 92101
 Phone: (619) 236-6000 • Fax: (619) 236-5904

WORK FORCE REPORT

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

**NO OTHER FORMS WILL BE ACCEPTED
 CONTRACTOR IDENTIFICATION**

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

Name of Company: Kleinfelder, Inc.

ADA/DBA: N/A

Address (Corporate Headquarters, where applicable): 770 First Avenue, Suite 400

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

Telephone Number: 619-831-4600 Fax Number: 619-232-1039

Name of Company CEO: Louie J. Armstrong

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

Address: 5761 Copley Drive, Suite 100

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

Telephone Number: 858-223-8500 Fax Number: 585-874-6997 Email: swong@kleinfelder.com

Type of Business: Engineering Consulting Type of License: Civil Structural Engineers

The Company has appointed: Patrick Schaffner

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

Address: 770 First Avenue, Suite 400, San Diego, CA 92101

Telephone Number: (619)831-4600 Fax Number: 619-831-1039 Email: pschaffner@kleinfelder.com

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

Check the box above that applies to this WFR.

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

I, the undersigned representative of Kleinfelder, Inc

(Firm Name)

San Diego, California hereby certify that information provided

(County) (State)

herein is true and correct. This document was executed on this 3rd day of September, 2024

Simon Wong, PE, SE, Vice President

(Authorized Signature)

(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: Kleinfelder, Inc.

DATE: 9/3/2024

OFFICE(S) or BRANCH(ES): San Diego Headquarters & San Diego Copley

COUNTY: San Diego

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

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

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

ADMINISTRATION 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			1	1	1				1		7	8		
Professional		1		1		1					6	11		1
A&E, Science, Computer				9	3	4	3		1		36	14	1	1
Technical	2		4	1	1	1					8	0	2	
Sales														
Administrative Support		1		5	1	5					3	12		2
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column	2	2	14	11	8	10	0	0	1	1	60	45	3	4
--------------------	---	---	----	----	---	----	---	---	---	---	----	----	---	---

Grand Total All Employees	161
---------------------------	-----

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

Disabled	0	0	0	0	0	1	0	0	0	0	2	2	0	0
----------	---	---	---	---	---	---	---	---	---	---	---	---	---	---

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

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

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

NAME AND ADDRESS SUBCONTRACTORS	SCOPE OF SERVICES	PERCENT OF CONTRACT	SLBE/ELBE (MBE/ WBE/DBE/ DVBE/OBE*)	WHERE CERTIFIED**
Mann, Kin Engineers, Inc dba DHK Engineers, Inc 1851 Skyhill Place Escondido, CA 92026	Noise & Odor Control	1.83%	ELBE	City of SD
Yan C. Tu Consulting 11074 Roxboro Road San Diego, CA 92131	Public Relations	1.29%	ELBE, DBE, WMGE	City of SD
Puzzillo Consulting 604 Machado Way Vista, CA 92083	Cost Estimate	1.12%	ELBE	City of SD
V&A Consulting Engineers, Inc. 11011 Via Frontera, Suite C San Diego, CA 92127	Flow Monitoring, Modeling, & Handling	5.73%	WBE, SB*	City of SD
RF Yeager Engineering, Inc. 1018 Broadway, Suite A El Cajon, CA 92021	Corrosion Engineering	0.32%	OBE, DVBE, SB	City of SD, DGS
RMS3 Consulting, LLC 784 Aldea Drive Oceanside, CA 92057	Flow Handling & Sequencing	0.59%	OBE	
Ross Engineering Group, Inc. 6354 Camino Corto San Diego, CA 92120	Civil Engineering	3.06%	ELBE, MBE, DBE	City of SD
San Dieguito Engineering, Inc. 1911 Palomar Oaks Way, Suite 200 Carlsbad, CA 92008	Survey Engineering	7.85%	SLBE, DBE, SB-Micro, MBE, WBE	City of SD
Stantec Consulting Services Inc. 410 17th Street, Suite 1400 Denver, CO 80202	Metro Interceptor Design	18.96%	OBE	
STC Traffic, Inc. 5973 Avenida Encinas, Suite 218 Carlsbad, CA 92008	Traffic Engineering	8.31%	SLBE	City of SD

List of Abbreviations:

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

* Listed for informational purposes only.

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

LIST OF WORK MADE AVAILABLE

List items of the Work the Bidder made available to SLBE-ELBE firms. Identify those items of the Work the Bidder might otherwise perform with its own forces and those items that have been broken down into economically feasible units to facilitate SLBE-ELBE participation. For each item listed, show the dollar amount and percentage of the Base Bid. The Bidder must demonstrate that enough work to meet the goal was made available to SLBE-ELBE firms.

ITEM OF WORK MADE AVAILABLE	NAICS CODE	BIDDER NORMALLY PERFORMS ITEM (Y/N)	ITEM BROKEN DOWN TO FACILITATE PARTICIPATION (Y/N)	AMOUNT	PERCENTAGE OF BASE BID
Odor Control Engineering	541330	Y	Y	\$257,000.00	5.73%
Cost Control Engineering	237310	Y	Y	\$50,000.00	1.12%
Corrosion Engineering	541330	N	Y	\$14,500.00	0.32%
Civil Engineering	541330	Y	Y	\$137,120.00	3.06%
Survey Engineering	541337	N	Y	\$352,000.00	7.85%
Traffic Engineering	541330	N	Y	\$372,760.00	8.31%
Public Relations	541820	Y	Y	\$58,000.00	1.29%

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: Engineering & Capital Projects
2. Name of Specific Consultant & Company: Kleinfelder, Inc.
3. Address, City, State, ZIP: 770 First Ave., Ste. 400, San Diego, CA 92101
4. Project Title (as shown on 1472, "Request for Council Action"): North/South Metro Interceptors Rehab
5. Consultant Duties for Project: Professional services for design and design support during construction.

6. Disclosure Determination [select applicable disclosure requirement]:

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

- or -

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

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

- or -

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

Four horizontal lines for listing specific economic interests.

By: Shadi Sami
Shadi Sami - Deputy Director
Utilities Project Delivery Division

9/3/2024
[Date]

EXHIBIT E

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 details.			

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

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

A. BID/PROPOSER/SOLICITATION TITLE:

B. BIDDER PROPOSER INFORMATION

Kleinfelder, Inc.

Legal Name	DBA		
770 First Avenue, Suite 400, San Diego, CA, 92101			
Street Address	City	State	Zip
Bryan Webb, PE, Project Manager	508-446-7064	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.

The Kleinfelder Group, Inc.		Parent Company
Name	Title/Position	
San Diego, CA	N/A	
City and State of Residence	Employer (if different than Bidder/Proposer)	
100% Owner of Kleinfelder, Inc.		
Interest in the transaction		
Simon Wong, PE, SE		Vice President
Name	Title/Position	
San Diego, CA	N/A	
City and State of Residence	Employer (if different than Bidder/Proposer)	
Principal-in-Charge, communicating or negotiating with City		
Interest in the transaction		
Erik Soderquist		Chief Financial Officer
Name	Title/Position	
Denver, CO	N/A	
City and State of Residence	Employer (if different than Bidder/Proposer)	
Senior Leadership Representative 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		
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.

Partnership

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

List names of all firm partners:

N/A

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:

N/A

Joint Venture Date formed: ____ / ____ / ____

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

N/A

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 - San Diego Main #4618

Point of Contact: Greg Park

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

Phone Number: 858-334-0730

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 Engineering and Capital Projects

Contact Name and Phone Number: Julie Adam, Project Manager | 619-533-7412, 619-752-0781

Contact Email: jadam@sandiego.gov

Address: 525 B Street, San Diego, CA, 92101

Contract Date: March 1, 2011 to 2022

Contract Amount: \$6.8M

Requirements of Contract: Prime consultant for the Miramar Clearwell Improvements Project

Company Name: City of San Diego Engineering and Capital Projects

Contact Name and Phone Number: Ramesis Bustamante, PE | 619-533-3789

Contact Email: rwbustamante@sandiego.gov

Address: 525 B Street, San Diego, CA, 92101

Contract Date: December 10, 2019

Contract Amount: \$2.7M

Requirements of Contract: Prime consultant for the El Monte Water Transmission Pipeline

Company Name: City of San Diego Engineering and Capital Projects

Contact Name and Phone Number:

Contact Email: Ivan Hoffman, PE | 619-533-5196

Address: 525 B Street, San Diego, CA, 92101

Contract Date: January 15, 2019

Contract Amount: \$2.6M

Requirements of Contract: Prime consultant for the Lakeside Valve 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

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

Pledge of Compliance Initial submission.

OR

Update to prior Pledge of Compliance dated ____/____/____

Complete all questions and sign below.

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

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

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

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

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

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

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

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

Simon Wong, PE, SE
Vice President



9/3/2024

Name and Title

Signature

Date

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

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

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

F. Performance History:

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

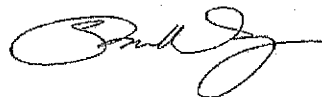
Kleinfelder strives to satisfactorily fulfill and complete its contractual obligations. Kleinfelder is a large firm that is involved in numerous projects per year. Given the volume of such projects, Kleinfelder does not maintain a central contracting repository and therefore cannot specifically identify contracts that may have been suspended or terminated for default or cause prior to completion. Nonetheless, to the extent there have been suspensions or terminations for default or cause, we believe the number is extremely small and in no way reflects our commitment to quality and excellence. Further, to the best of the undersigned's knowledge, information, and belief, Kleinfelder has not been involved in a contract or suspension for default or cause in the past 5 years.

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?

Kleinfelder is a large firm that is involved in numerous projects per year. Given the volume of such projects, Kleinfelder does not maintain a central contracting repository and therefore cannot specifically identify contracts that may have been suspended or terminated for default or cause prior to completion. Nonetheless, to the extent there have been suspensions or terminations for default or cause, we believe the number is extremely small and in no way reflects our commitment to quality and excellence. Further, to the best of the undersigned's knowledge, information, and belief, Kleinfelder has not been involved in a contract or suspension for default or cause in the past 5 years.

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.

Simon Wong, PE, SE
Vice President



9/3/2024

Print Name, Title

Signature

Date

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

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

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

J. Statement from subcontractors

Company Name: Mann, Kin Engineers, Inc dba DHK Engineers, Inc
 Contact Name and Phone Number: Donald King, 760-310-8544
 Contact Email: Dhkeng1@sbcglobal.net
 Address: 1851 Skyhill Place, Escondido, CA 92026
 Contract Date: 12/1/2024
 Sub-Contract Dollar Amount: \$82,000.00
 Requirements of Contract: See contract terms
 What portion of work will be assigned to this subcontractor: Noise & odor Control.
 Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? YES

Company Name: Yen c. Tu Consulting
 Contact Name and Phone Number: Yen Tu, 619-417-5993
 Contact Email: yentu2@gmail.com
 Address: 11074 Roxboro Road San Diego, CA 92131
 Contract Date: 12/1/2024
 Sub-Contract Dollar Amount: \$58,000.00
 Requirements of Contract: See contract terms
 What portion of work will be assigned to this subcontractor: Public Relations
 Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? YES

Company Name: Puzzullo Consulting
 Contact Name and Phone Number: Jeff Puzzullo, (760) 533-3500
 Contact Email: jpuzzullo@puzzullo.com
 Address: 504 Machado Way, Vista, CA 92083-1998
 Contract Date: 12/1/2024
 Sub-Contract Dollar Amount: \$50,000.00
 Requirements of Contract: See contract terms
 What portion of work will be assigned to this subcontractor: Cost Estimate
 Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? YES

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.

Simon Wong, PE, SE
Vice President



9/3/2024

Print Name, Title

Signature

Date

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

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

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

J. Statement from subcontractors

Company Name: V&A Consulting Engineers, Inc. (V&A)
 Contact Name and Phone Number: Brian Briones, 858.779.0339
 Contact Email: bbriones@vaengineering.com
 Address: 11011 Via Frontera, Suite C San Diego, CA 92127
 Contract Date: 12/1/2024
 Sub-Contract Dollar Amount: \$257,000.00
 Requirements of Contract: See contract terms
 What portion of work will be assigned to this subcontractor: Flow Monitoring, Modeling, & Handling
 Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? YES

Company Name: RF Yeager Engineering, Inc.
 Contact Name and Phone Number: Richard F. Yeager, 619.312.0195
 Contact Email: RFYeager@RFYeager.com
 Address: 1016 Broadway, Suite A, El Cajon, CA 92021
 Contract Date: 12/1/2024
 Sub-Contract Dollar Amount: \$14,500.00
 Requirements of Contract: See contract terms
 What portion of work will be assigned to this subcontractor: Corrosion Engineering
 Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? YES

Company Name: RMS3 Consulting, LLC
 Contact Name and Phone Number: Rim Stanley, 760-450-7418
 Contact Email: rimstanley@rms3llc.com
 Address: 784 Aldea Dr Oceanside, CA 92057
 Contract Date: 12/1/2024
 Sub-Contract Dollar Amount: \$26,500.00
 Requirements of Contract: See contract terms
 What portion of work will be assigned to this subcontractor: Flow Handling & Sequencing
 Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? YES

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.

Simon Wong, PE, SE
Vice President



9/3/2024

Print Name, Title

Signature

Date

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

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

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

J. Statement from subcontractors

Company Name: Ross Engineering Group, Inc
 Contact Name and Phone Number: Ronald L. Ross, Jr., 619-200-4893
 Contact Email: ron@ross.engineer.com
 Address: 6354 Camino Corto, San Diego, CA 92120
 Contract Date: 12/1/2024
 Sub-Contract Dollar Amount: \$137,120.00
 Requirements of Contract: See contract terms
 What portion of work will be assigned to this subcontractor: Civil Engineering
 Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? YES

Company Name: San Dieguito Engineering, Inc
 Contact Name and Phone Number: Annie S. Aguilar, 858-345-1149
 Contact Email: aaguilar@sdeinc.com
 Address: 1911 Palomar Oaks Way, Suite 200, Carlsbad, CA 92008
 Contract Date: 12/1/2024
 Sub-Contract Dollar Amount: \$352,000.00
 Requirements of Contract: See contract terms
 What portion of work will be assigned to this subcontractor: Survey Engineering
 Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? YES

Company Name: Stantec Consulting Services Inc
 Contact Name and Phone Number: Ray Fakhoury, President
 Contact Email: ray.fakhoury@stantec.com
 Address: 410 17th Street, Suite 1400 Denver, CO 80202
 Contract Date: 12/1/2024
 Sub-Contract Dollar Amount: \$850,020.00
 Requirements of Contract: See contract terms
 What portion of work will be assigned to this subcontractor: Metro Interceptor Design
 Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? YES

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.

Simon Wong, PE, SE
Vice President



9/3/2024

Print Name, Title

Signature

Date

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

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

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

J. Statement from subcontractors

Company Name: STC Traffic, Inc.
 Contact Name and Phone Number: Jason Stack, (760) 585-4212
 Contact Email: Jason.stack@stctrffic.com
 Address: 5973 Avenida Encinas, Suite 218 Carlsbad, CA 92008
 Contract Date: 12/1/2024
 Sub-Contract Dollar Amount: \$372,760.00
 Requirements of Contract: See contract terms
 What portion of work will be assigned to this subcontractor: Traffic Engineering
 Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? YES

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.

Simon Wong, PE, SE
Vice President



9/3/2024

Print Name, Title

Signature

Date

RESOLUTION NUMBER R- 315837DATE OF FINAL PASSAGE NOV 06 2024

A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN DIEGO AUTHORIZING THE AWARD OF A CONSULTANT AGREEMENT IN AN AMOUNT NOT TO EXCEED \$4,483,362 WITH KLEINFELDER INC. TO PROVIDE PROFESSIONAL ENGINEERING DESIGN AND DESIGN SUPPORT SERVICES DURING CONSTRUCTION OF THE NORTH/SOUTH METRO INTERCEPTORS REHAB PROJECT AND RELATED ACTIONS.

RECITALS

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

- A. The North and South Metro Interceptors were constructed in the early 1960s to provide service to the north and south service areas of the City of San Diego (City).
- B. The North Metro Interceptor (NMI) is a major pipeline serving the north and easterly portions of the City and conveys 73 million gallons per day (MGD) of raw sewage from the northern part of the Metro service area to Pump Station No. 2 (PS2).
- C. The South Metro Interceptor (SMI) is a major pipeline serving the South Bay community in San Diego County and conveys up to 63 MGD of raw sewage from the southern portion of the Metro service area to PS2.
- D. The North/South Metro Interceptors Rehab project includes rehabilitation of approximately 12,154 linear feet of existing 96-inch and 108-inch pipes, liner repairs of approximately 14,132 linear feet of the existing 84-, 102-, and 108-inch diameter pipes, rehabilitation of nine existing access structures, and spot repairs of fifty-seven (57) existing access structures including the existing Diversion Structures I and II (Project).
- E. On September 28, 2023, the City issued a Request for Proposal (RFP) to solicit professional engineering services for design of the Project. Two firms submitted timely

proposals in response to the RFP. City staff selected Kleinfelder, Inc. (Consultant) based on its qualifications in accordance with Council Policy 300-07.

F. The City desires to retain Consultant to provide engineering design and design support services during construction. The City and Consultant have negotiated a Consultant Agreement, included in the docket materials accompanying this Resolution. The Consultant Agreement is for a term of five years and an amount not to exceed \$4,483,362.

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

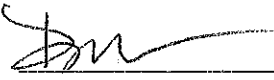
ACTION ITEMS

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

1. The Council approves the Consultant Agreement.
2. The Mayor or his designee is authorized, on the City's behalf, to sign the Consultant Agreement. When signed by both parties, the Consultant Agreement will be placed on file in the Office of the City Clerk as Document No. RR- 315837
3. The Chief Financial Officer is authorized to transfer appropriations of \$1,506,871 from CIP A-BO.00001, Metro Treatment Plants, to CIP S-22001, North/South Metro Interceptors, within Fund 700009, Metro Sewer CIP.
4. The Chief Financial Officer is authorized to expend an amount not to exceed \$4,483,362 from CIP S-22001, North/South Metro Interceptors Rehab, Fund 700009, Metro Sewer CIP, for the purpose of funding this agreement, contingent upon the Council appropriating funds for any payments in each applicable fiscal year, and the Chief Financial Officer first

certifying that the funds necessary for expenditure are, or will be, on deposit with the City Treasurer.

APPROVED: MARA W. ELLIOTT, City Attorney

By 

Bonny Hsu
Deputy City Attorney

BH:cw
October 14, 2024
Or.Dept: Engineering & Capital Projects
CC No.: 3000017110
CC No.: 3000017116
Doc. No. 3834519

I certify that the Council of the City of San Diego adopted this Resolution at a meeting held on
OCT 29 2024

DIANA J.S. FUENTES
City Clerk

By 

Deputy City Clerk

Approved: 11/4/24

(date)



TODD GLORIA, Mayor

Vetoed: _____
(date)

TODD GLORIA, Mayor

The City of San Diego
COMPTROLLER'S CERTIFICATE

CERTIFICATE OF UNALLOTTED BALANCE

ORIGINATING
 CC 3000017110
 CC 3000017116
 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: \$1,506,871.00

Purpose: To authorize the transfer of an amount not to exceed \$1,506,871.00 from Metro Treatment Plants Annual Allocation to the North/South Metro Interceptors Rehab project.

Date: September 17, 2024

By: Daniel Moore *Daniel Moore*
 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
I	ABO00001	700009	NOT_RELEVANT_GRANT	512117	OTHR-00000000-PR	2012	2012111201	A-BO.00001	\$1,506,871.00
TOTAL AMOUNT									\$1,506,871.00

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: \$2,976,491.00

Vendor: Kleinfelder, Inc.

Purpose: To authorize the expenditure of funds not to exceed \$2,976,491.00 to Kleinfelder, Inc. to award consultant agreement H2426335-M to provide design support services for the North/South Metro Interceptors Rehab project.

Date: September 17, 2024

By: Daniel Moore *Daniel Moore*
 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
I	S22001	700009	NOT_RELEVANT_GRANT	512034	OTHR-00000000-SU	2000	2000181411	S-22001.02.01	\$2,976,491.00
TOTAL AMOUNT									\$2,976,491.00

FUND OVERRIDE

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

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

Date of final passage NOV 06 2024.

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

AUTHENTICATED BY:

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

(Seal)

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

By *Jaymee Medina*, Deputy

Office of the City Clerk, San Diego, California

Resolution Number R- 315837

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

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

NAYS: NONE.

NOT PRESENT: CAMPBELL.

RECUSED: NONE.

VACANT: NONE.

AUTHENTICATED BY:

TODD GLORIA

Mayor of The City of San Diego, California

DIANA J.S. FUENTES

City Clerk of The City of San Diego, California

(Seal)

By: Linda Irvin, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true, and correct copy of
RESOLUTION NO. R-315837 approved on October 29, 2024. The date of final
passage is November 6, 2024.

DIANA J.S. FUENTES

City Clerk of the City of San Diego, California

(Seal)

By: Linda Irvin, Deputy