

ORIGINAL

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

**FOR  
DESIGN OF MIRAMAR WATER TREATMENT  
PLANT RESIDUALS REDIRECTION**

**CONTRACT NUMBER: H2426385-M**

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- Exhibit A - Scope of Services
- Exhibit B - Compensation and Fee Schedule
- Exhibit C - Time Schedule
- Exhibit D - City's Equal Opportunity Contracting Program Consultant Requirements
- Exhibit E - Determination Form
- Exhibit F - Consultant Performance Evaluation Form
- Exhibit G - Contractor Standards Pledge of Compliance

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

THIS Agreement is made and entered into between the City of San Diego, a municipal corporation [City], and Kleinfelder, Inc. [Consultant] for the Consultant to provide Professional Services to the City for the Design of Miramar Water Treatment Plant Residuals Redirection [Project].

**RECITALS**

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

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

The City and the Consultant [Parties] want to enter into an Agreement whereby the City will retain the Consultant to provide, and the Consultant 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  
CONSULTANT SERVICES**

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

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

**1.2 Contract Administrator.** The Public Utilities Department is the contract administrator for this Agreement. The Consultant shall provide the Professional Services under the direction of a designated representative of the Public Utilities Department. The City's designated representative will communicate with the Consultant on all matters related to the administration of this Agreement and the Consultant'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 Consultant's cost of, or the time required for, the performance of any of the Professional Services, the Consultant shall immediately notify the City. If the City deems it appropriate, an equitable adjustment to the Consultant'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 Consultant shall obtain from the City a written authorization to proceed. Further, throughout the term of this Agreement, the Consultant 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 Consultant 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 Consultant, including but not limited to all drafts, data, correspondence, proposals, reports, and estimates compiled or composed by the Consultant, 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 Consultant, at the time that it was disclosed to the Consultant by the City, (b) subsequently becomes publicly known through no act or omission of the Consultant, or (c) otherwise becomes known to the Consultant 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 Consultant shall ensure that any plans and specifications prepared, required, or recommended under this Agreement allow for competitive bidding. The Consultant 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 Consultant shall submit this written justification to the City prior to beginning work on such plans or specifications. Whenever the Consultant 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 October 27, 2031; 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 Consultant shall immediately notify the City in writing if the Consultant 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 Consultant to a reasonable extension of time, but such delay shall not entitle the Consultant 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 Consultant's work; inability to obtain materials, equipment, or labor; required additional Professional Services; or other specific reasons agreed to between the City and the Consultant; provided, however, that: (a) this provision shall not apply to, and the Consultant shall not be entitled to an extension of time for, a delay caused by the acts or omissions of the Consultant; and (b) a delay caused by the inability to obtain materials, equipment, or labor shall not entitle the Consultant to an extension of time unless the Consultant furnishes the City, in a timely manner, documentary proof satisfactory to City of the Consultant'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 Consultant'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 Consultant 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 Consultant a sum equivalent to the reasonable value of the Professional Services the Consultant has satisfactorily performed up to the date of suspension. Thereafter, the City may rescind such suspension by giving written notice of rescission to the Consultant. The City may then require the Consultant to resume performance of the Professional Services in compliance with the terms and conditions of this Agreement; provided, however, that the Consultant 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 Consultant. 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 Consultant. After termination of this Agreement, the Consultant shall complete any and all additional work necessary for the orderly filing of documents and closing of the Consultant's Professional Services under this Agreement. For services satisfactorily rendered in completing the work, the Consultant shall be entitled to fair and reasonable compensation for the Professional Services performed by the Consultant before the effective date of termination. After filing of documents and completion of performance, the Consultant shall deliver to the City all drawings, plans, calculations, specifications and other documents or records related to both the Project and to the Consultant's Professional Services on the Project. By accepting payment for completion, filing and delivering documents as called for in this paragraph, the Consultant 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 Consultant fails to satisfactorily perform any obligation required by this Agreement, the Consultant's failure constitutes a Default. A Default includes the Consultant's failure to adhere to the Time Schedule. If the Consultant 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 Consultant, and any person claiming any rights by or through the Consultant 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 Consultant.

### **ARTICLE III COMPENSATION**

**3.1 Amount of Compensation.** The City shall pay the Consultant for performance of all Professional Services rendered in accordance with this Agreement, including reasonably related expenses, a total contract amount not exceeding \$5,324,812. The compensation for the Scope of Services shall not exceed \$5,224,382, and the compensation for Additional Services (described in Section 3.2), if any, shall not exceed \$100,430.

**3.2 Additional Services.** The City may require that the Consultant perform additional Professional Services [Additional Services] beyond those described in the Scope of Services [Exhibit A]. Prior to the Consultant's performance of Additional Services, the City and the Consultant 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 Consultant for the performance of Additional Services in accordance with Section 3.3.

**3.3 Manner of Payment.** The City shall pay the Consultant in accordance with the Compensation and Fee Schedule [Exhibit B]. For the duration of this Agreement, the Consultant shall not be entitled to fees, including fees for expenses, that exceed the amounts specified in the Compensation and Fee Schedule. The Consultant shall submit one invoice per calendar month in a form acceptable to the City in accordance with the Compensation and Fee Schedule. The Consultant 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 Consultant's errors or omissions, and may include Consultant, City, or Subcontractor overhead, construction, materials, demolition, and related costs. The Consultant shall not be paid for the Professional Services required due to the Consultant's errors or omissions, and the Consultant 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 Consultant. Whether or not there are any monies due, or becoming due, the Consultant shall reimburse the City for Additional Costs due to the Consultant's errors or omissions.

**3.5 Eighty Percent Notification.** The Consultant 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 CONSULTANT'S OBLIGATIONS**

**4.1 Industry Standards.** The Consultant 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 Consultant 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 Consultant's and any Subcontractor's premises to review and audit the Consultant'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 Consultant'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 Consultant 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 Consultant and all Subcontractors shall maintain complete and accurate records in accordance with Generally Accepted Accounting Practices in the industry. The Consultant 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 Consultant 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 Consultant shall include the City's Right as described in Section 4.2, in any and all of their subcontracts, and shall ensure that these sections are binding upon all Subcontractors.

**4.2.4 Compliance Required before Mediation or Litigation.** A condition precedent to proceeding with mandatory mediation and further litigation provided for in Article VII is the Consultant'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 Consultant 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 Consultant'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. Consultant's liabilities, including but not limited to Consultant's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. If Consultant 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 Consultant. 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 Consultant'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 Consultant 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 Consultant shall maintain insurance coverage as follows:

**4.3.1.1 Commercial General Liability.** The Consultant 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 Consultant's automobiles including owned, hired and non-owned automobiles, the Consultant 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 Consultant 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 Consultant's employees who are subject to this Agreement the Consultant 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 Consultant's employees who are subject to this Agreement, the Consultant 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 Consultant 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 Consultant agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the City's exposure to loss.

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

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

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

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

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

**4.3.1.6 Contractors Hazardous Transporters Pollution Liability Insurance.** Consultant shall procure and maintain at Consultant's expense or require Consultant's Subcontractor, as described below to procure and maintain Contractors Hazardous Transporters Pollution Liability Insurance, including contractual liability coverage to cover liability arising out of transportation of hazardous or toxic, materials, substances, or any other pollutants by Consultant or any Subcontractor in an amount no less than \$1,000,000 limit per occurrence and \$2,000,000 aggregate per policy period of one year.

All costs of defense shall be outside the limits of the policy.



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

To obtain City approval of a Subcontractor's insurance coverage in lieu of the Consultant's insurance, the Consultant shall certify that all activities under the Contractor's Hazardous Transporters Pollution Liability insurance will be performed exclusively by the Subcontractor providing the insurance. The deductible shall not exceed \$25,000 per claim without prior approval of the City.

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

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

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

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

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

#### **4.3.4 Required Endorsements.**

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

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

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

- a. Ongoing operations performed by you or on your behalf,
- b. your products,
- c. your work, e.g., your completed operations performed by you or on your behalf, or

- d. premises owned, leased, controlled, or used by you.

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

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

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

**4.3.4.3 Contractors Pollution Liability Insurance Endorsements.**

**ADDITIONAL INSURED.** To the fullest extent allowed by law and consistent with the limiting provisions set forth at California Civil Code section 2782, California Insurance Code section 11580.04, and any applicable successor statutes limiting indemnification of public agencies that bind the City, the policy or policies shall be endorsed to include as an Additional Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of: (a) ongoing operations performed by you or on your behalf, (b) your products, (c) your work, e.g., your completed operations performed by you or on your behalf, or d) premises owned, leased, controlled, or used by you.

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

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

**4.3.4.4 Contractors Hazardous Transporters Pollution Liability Insurance Endorsements.**

**ADDITIONAL INSURED.** To the fullest extent allowed by law and consistent with the limiting provisions set forth at California Civil Code section 2782, California Insurance Code section 11580.04, and any applicable successor statutes limiting indemnification of public agencies that bind the City, the policy or policies shall be endorsed to include as an Additional Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of: (a) ongoing operations performed by you or on your behalf, (b) your products, (c) your work, e.g., your

completed operations performed by you or on your behalf, or d) premises owned, leased, controlled, or used by you.

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

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

**4.3.5 Reservation of Rights.** The City reserves the right, from time to time, to review the Consultant's insurance coverage, limits, deductible and self-insured retentions to determine if they are acceptable to the City. The City will reimburse the Consultant 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 Consultant may obtain additional insurance not required by this Agreement.

**4.3.7 Notice of Changes to Insurance.** Consultant 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 Consultant'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 Consultant shall list on the Subcontractor List [Exhibit D, Attachment CC] all Subcontractors known to the Consultant at the time this Agreement is entered. If at any time after this Agreement is entered into, the Consultant identifies a need for addition, deletion, or substitution of Subcontractor Services, the Consultant must submit a written notice to the City requesting approval for the change modifying the Subcontractor Services. The Consultant'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 Consultant 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** Consultant 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 Consultant proportionate to the services performed by the Subcontractor.

**4.4.1.2** The Consultant is obligated to pay the Subcontractor, for Consultant and City-approved invoice amounts, out of amounts paid by the City to the Consultant, not later than seven working days from the Consultant's receipt of payment from the City. Nothing in this paragraph shall be construed to impair the right of the Consultant 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 Consultant 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 Consultant shall pay the Subcontractor the amount withheld within fourteen working days of the Consultant's receipt of the City's next payment.

**4.4.1.4** In any dispute between the Consultant and Subcontractor, the City shall not be made a party to any judicial or administrative proceeding to resolve the dispute. The Consultant agrees to defend and indemnify the City as described in Article VI of this Agreement in any dispute between the Consultant 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 Consultant 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 Consultant 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 Consultant must submit the following reporting using the City's web-based contract compliance i.e., Prism® portal:

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

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

**4.5.3.3** To view the City's online tutorials on how to utilize PRISM® for compliance reporting, please visit: <http://stage.prismcompliance.com/etc/vendortutorials.htm> Incomplete and/or delinquent reporting may cause payment delays, non-payment of invoice, or both. The 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.

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

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

**4.6.2 Non-Discrimination Ordinance.** The Consultant 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 Consultant shall provide equal opportunity for Subcontractors to participate in subcontracting opportunities. 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. This language shall be in contracts between the Consultant and any Subcontractors, vendors and suppliers.

**4.6.3 Compliance Investigations.** Upon the City's request, the Consultant 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 Consultant 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 Consultant for each subcontract or supply contract. The Consultant 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 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 for violation of the provisions of the Nondiscrimination in Contracting Ordinance. The Consultant 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 Consultant 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 Consultant's Notice to Employees.** The Consultant shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace, and specifying the actions that will be taken against employees for violations of the prohibition.

**4.7.2 Drug-Free Awareness Program.** The Consultant shall establish a drug-free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the policy of maintaining a drug-free workplace; (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 Consultant shall post the drug-free policy in a prominent place.

**4.7.4 Subcontractor's Agreements.** The Consultant 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. Consultants and Subcontractors shall be individually responsible for their own drug-free workplace program.

**4.8 Title 24/Americans with Disabilities Act Requirements.** Consultant 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 Consultant (i.e., that which provides the most access). Consultant 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. Consultant understands that while the City will be reviewing Consultant's designs for compliance in specific and certain areas under Title 24 and ADAAG prior to acceptance of Consultant's designs, Consultant understands and agrees that the City's access review process and its acceptance of Consultant's designs in no way limits the Consultant's obligations under this agreement to prepare designs that comply with all requirements under Title 24 and ADAAG.

**4.9 Product Endorsement.** The Consultant 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 Consultant 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 Consultant'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 Consultant'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 Consultant'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 Consultant 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 Consultant 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 Consultant's personnel employed on the Project shall not accept gratuities or any other favors from any Subcontractors or potential Subcontractors. The Consultant shall not recommend or specify any product, supplier, or contractor with whom the Consultant 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 Consultant 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 Consultant 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 Consultant, its agents, officers, and employees agree to assist in resolving the dispute or litigation. The Consultant'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 Consultant 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 Consultant, its agents, officers, and employees, the Consultant shall reimburse the City. The City is then entitled to reimbursement of all fees paid to the Consultant, 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 Consultant or its agents, officers, and employees may incur expenses and/or costs. The Consultant 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 Consultant 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 Consultant 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 Consultant 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. Consultant 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 Consultant anticipates that the total construction cost will exceed the estimated construction budget, the Consultant shall immediately notify the City in writing. This written notification shall include an itemized cost estimate and a list of recommended revisions which the Consultant 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 Consultant 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, Consultants, 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,



Consultant, 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.** Consultant shall comply with Chapter 4, Article 3, Division 3 of the San Diego Municipal Code, Storm Water Management Discharge Control and the Municipal Storm Water Permit (MS4) Permit, California Regional Water Quality Control Board Order No. R9-2013-0001 (amended by R9-2015-0001 and R9-2015-0100), Storm Water Standards Manual, as amended from time to time, and any and all Best Management Practice (BMP) guidelines and pollution elimination requirements as may be established by the Enforcement Official. Consultant 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. Consultant understands that while the City will be reviewing Consultant's designs for storm water permit compliance prior to acceptance of Consultant's designs, Consultant understands and agrees that the City's Storm Water review process and its acceptance of Consultant's designs in no way limits the Consultant's obligations under this agreement to prepare designs that comply with all requirements of the San Diego Municipal Code and MS4 Permit.

The Consultant 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 Consultant 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 Consultant 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.

Consultant shall attend the Pre-construction meeting. The Project Manager will coordinate with the Consultant on the inspection of the permanent BMP(s) during installation. Consultant 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 Consultant 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 Consultant shall complete a Minor Water Pollution Control Plan (DS-570), if applicable.

**4.19 ADA Certification.** By signing this Agreement the Consultant 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 Consultant and its subconsultants shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.

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

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

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

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

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

**4.20.3.1** In addition to the requirements in 4.20.3, the Consultant 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.** Consultant and its subconsultants shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Consultant shall be held responsible for the compliance of their subconsultants with sections 1777.5, 1777.6 and 1777.7.

**4.20.5 Working Hours.** Consultant and its subconsultants shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict

working hours on public works contracts to eight (8) hours a day and forty (40) hours a week, unless all hours worked in excess of eight (8) hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on Consultants 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.** Consultant shall include at a minimum a copy of the following provisions in any contract they enter into with a subconsultant: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.

**4.20.7 Labor Code Section 1861 Certification.** Consultant in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Agreement, Consultant 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 Consultant 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 Consultant's inadvertent error in listing a subconsultant who is not registered pursuant to Labor Code section 1725.5 in response to a solicitation shall not be grounds for filing a protest or grounds for considering the bid or proposal non-responsive provided that any of the following apply: (1) the subconsultant is registered prior to proposal due date; (2) within twenty-four hours after the proposal due date, the subconsultant is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subconsultant is replaced by another registered subconsultant pursuant to Public Contract Code section 4107.

**4.20.9.2** By submitting a bid or proposal to the City, Consultant 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 Consultant 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 Consultant 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 Consultant or unregistered subcontractor(s) on ALL public works until the unregistered Consultant or unregistered subcontractor(s) is registered. Failure to observe a stop order is a misdemeanor.

**4.20.11 List of all Subcontractors.** The Consultant 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 Consultant shall provide a complete list of subcontractors, regardless of tier, with each invoice. Additionally, Consultant 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 Consultant 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 Consultant shall still comply with Labor Code sections 1720 et. seq. The only recognized exemptions are listed below:

**4.20.12.1 Registration.** The Consultant 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 Consultant 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 Consultant 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, Consultant 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 Consultant 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 Consultant, any Subcontractor, anyone directly or indirectly employed by them, or anyone that they control. The Consultant'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 Consultant Services Indemnification and Defense.**

**6.2.1 Consultant 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, Consultant 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 Consultant or Consultant's officers or employees.

**6.2.2 Consultant 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 Consultant or Consultant'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 Consultant 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 Consultant, 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 Consultant, including its employees, agents, talent and independent Subcontractors pursuant to this Agreement are the sole property of the City. The Consultant, including its employees, agents, talent, and independent Subcontractor(s), may not use any such Deliverable Materials mentioned in this article for purposes unrelated to Consultant's work on behalf of the City without prior written consent of the City.

**8.3 Intellectual Property Rights Assignment.** Consultant, 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.** Consultant, 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 Consultant, its employees, agents, talent, and independent Subcontractor(s), may now have or which may accrue to Consultant, 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 Consultant utilizes a Subcontractor(s) for any portion of the Work that is in whole or in part of the specified Deliverable Materials to the City, the agreement between Consultant and the Subcontractor [Subcontractor Agreement] shall include a statement that identifies that the Deliverable Materials/Work product as a "work-for hire" as defined in the Act and that all intellectual property rights in the Deliverable Materials/Work product, whether arising in copyright, trademark, service mark or other belongs to and shall vest solely with the City. Further, the Subcontractor Agreement shall require that the Subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to the City, all titles, rights and interests in and to said Work/Deliverable Materials, including all copyrights and other intellectual property rights. City shall have the right to review any Subcontractor agreement for compliance with this provision.

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

**8.7 Intellectual Property Warranty and Indemnification.** Consultant 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 Consultant to produce, at Consultant'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. Consultant 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 Consultant receives payment under this contract, City shall be entitled, upon written notice to Consultant, to withhold some or all of such payment.

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

## ARTICLE IX

## MISCELLANEOUS

**9.1 Notices.** In all cases where written notice is required under this Agreement, service shall be deemed sufficient if the notice is deposited in the United States mail, postage paid. Proper notice shall be effective on the date it is mailed, unless provided otherwise in this Agreement. For the purpose of this Agreement, unless otherwise agreed in writing, notice to the City shall be addressed to: Public Utilities Department, c/o Ryo Yoshioka, 9192 Topaz Way, San Diego, CA 92123, and notice to the Consultant shall be addressed to: Kleinfelder, Inc., Simon Wong at [swong@kleinfelder.com](mailto:swong@kleinfelder.com), 770 First Avenue, Suite 400, San Diego, CA 92101.

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

**9.3 Non-Assignment.** The Consultant 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 Consultant and any Subcontractors employed by the Consultant 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 Consultant concerning the details of performing the Professional Services, or to exercise any control over such performance, shall mean only that the Consultant shall follow the direction of the City concerning the end results of the performance.

**9.5 Consultant and Subcontractor Principals for Professional Services.** It is understood that this Agreement is for unique Professional Services. Retention of the Consultant's Professional Services is based on the particular professional expertise of the following members of the Consultant's team: Art Garcia, Trevor Shackelford, Nick Fontaine, and Simon Wong[Project Team]. Accordingly, performance of Professional Services under this Agreement may not be delegated to other members of the Consultant'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 Consultant. 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 Consultant, to require any of the Consultant's employees or agents to be removed from performance of the Scope of Services.

**9.6 Additional Consultants or Contractors.** The City reserves the right to employ, at its own expense, such additional Consultants 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 Consultant 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 Consultant.

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

**9.9 Compliance with Controlling Law.** The Consultant 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 Consultant shall comply immediately with all directives issued by the City or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations. The laws of the State of California shall govern and control the terms and conditions of this Agreement.

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

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

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

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

**9.14 No Waiver.** No failure of either the City or the Consultant 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 Consultant Evaluation.** City will evaluate Consultant'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, Consultant 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, Consultant certifies that Consultant 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 Consultant 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 Consultant submits information **clearly marked** confidential or proprietary, the City of San Diego (City) may protect such information and treat it with confidentiality only to the extent permitted by law. However, it will be the **responsibility of the Consultant** 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 Consultant 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 Consultant 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 **Consultant will hold the City harmless** for release of this information.

It will be the **Consultant's obligation to defend**, at Consultant'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 Consultant's request. Furthermore, the Consultant 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 Consultant's request.

Nothing in this Agreement creates any obligation for the City to notify the Consultant or obtain the Consultant'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, Consultant shall comply with the Equal Pay Ordinance (EPO) codified in the San Diego Municipal Code (SDMC) at section 22.4801 through 22.4809. Consultant shall require all of its subconsultants to certify compliance with the EPO in their written subcontracts. Consultant 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, Consultant acknowledges the EPO requirements and pledges ongoing compliance with the requirements of SDMC Division 48, section 22.4801 et seq., throughout the duration of this Agreement.

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IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor, pursuant to Resolution Number 0-21968, authorizing such execution, and by the Consultant 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 31st day of March, 2025.

By [Signature]  
Thomas Minter  
South California Area Manager

Dated this 25 day of August, 2025.

THE CITY OF SAN DIEGO  
Mayor or Designee

By [Signature]  
Beric Doringo  
Deputy Director  
Purchasing & Contracting

I HEREBY APPROVE the form of the foregoing Agreement this 29th day of August, 2025.

HEATHER FERBERT, City Attorney

By [Signature]  
Elizabeth Cason  
Deputy City Attorney

0-21968



# **CONSULTANT AGREEMENT EXHIBITS**

## **SCOPE OF WORK**

### **PROJECT BACKGROUND AND DESCRIPTION**

The City of San Diego (City) is in the process of implementing the Pure Water Program which will enable the City to utilize recycled water that is produced at the North City Water Reclamation Plant (NCWRP) as a source of drinking water. Once operational, the NCWRP will have a production capacity of up to 34 million gallons a day (MGD). The purified water from the NCWRP will be conveyed to Miramar Reservoir (MR), which is the main source of raw water for the Miramar Water Treatment Plant (MWTP).

The MWTP produces waste residuals from the four existing sedimentation basins and from the twelve (12) existing dual media sand filters. These residuals are currently directed back into the Miramar Reservoir. Since the Miramar Reservoir will be a critical component of the Pure Water Program moving forward, this project will make improvements to the MWTP to treat and re-direct the waste residuals from the Miramar Reservoir to the sewer collection system, which will help to preserve the Reservoir's water quality and long-term storage capacity.

The City has evaluated several alternatives which are described in the following documents:

- Planning Study, dated May 2020.
- Revised Planning Study dated May 2023.
- Business Case Evaluation (BCE) of the Planning Study, dated January 2022.
- Project Abstract based on the BCE, dated June 2022.

The selected alternative is a modified version of Alternative 1 as described in the Planning Study and BCE of the planning study. This approach involves treating spent filter washwater, combining the spent filter washwater sludge with sedimentation sludge, and disposing of the blended residuals into the sewer collection system.

Improvements to the MWTP will include:

- Condition assessment and re-use of the existing filter washwater equalization basin.
- New clarifiers fitted with plate settlers to treat spent filter washwater.
  - Design will include two clarifiers to accommodate the Plant's current capacity of 144 MGD, while providing sufficient capacity to operate with one clarifier while one is out of service.
  - Design will accommodate future expansion by preserving space including points of process, electrical, instrumentation and control connection required to add a third clarifier, as part of a separate project to accommodate the Plant's build-out capacity of 215 MGD.
- New residuals equalization basin for sludge generated by the existing sedimentation basins and new spent filter washwater clarifiers.
- Associated pipelines and pumping systems, including pipelines to provide emergency bypass of sedimentation sludge, spent filter washwater, and combined equalized

sludges back to Miramar Reservoir, and connection to interim residuals project for emergency bypass.

## **DETAILED SCOPE OF SERVICES**

Consultant will provide engineering services to refine and advance the project as described in the Planning Study, BCE, and project abstract. Design documents will be produced in accordance with the City Standards, including current CADD standards, current design standards, and current Specifications for Public Works Construction, "The Greenbook", and the City of San Diego's Supplement to the Greenbook, "The Whitebook." Our scope of work will be performed according to the following tasks and subtasks.

### **1.0 CITY MANAGEMENT SUPPORT**

Consultant will provide management and technical support to the City in the execution of the Miramar WTP Residuals Redirection. Consultant will submit PDFs of all Design Service 1 deliverables as well as hardcopies where noted.

#### **1.1 Communication and Coordination with the Pure Water Program Management Team**

Consultant will communicate and coordinate with the Pure Water Program Management Team and understands that the Pure Water Program uses a Project Delivery System (PDS) that details each step a project will complete for it to move on to the next Stage. The City Project Manager is responsible for ensuring the completion of these steps, and consultant will support the City Project Manager as requested as they move through the PDS requirements.

#### **1.2 Progress Meetings and Reports**

Consultant will attend meetings and coordinate preparation of supporting materials. It is assumed that meetings will be held two (2) times per month for the duration of the project (up to 52 meetings).

#### **1.3 Design Review Meeting**

Consultant will prepare meeting Agenda for and attend monthly design review meetings with City personnel in the Public Utilities Department (PUD) offices or on MS Teams (this scope assumes twenty-four (24) meetings, half of which will be in-person). Consultant's Project Manager will attend the design review meetings to review design decisions and receive input from PUD. Each meeting is assumed to be one (1) hour in length exclusive of transportation, preparation, follow-up efforts.

Consultant will aim to provide draft meeting minutes to the City within two (2) working days of the meeting and final meeting minutes within two (2) working days of receipt of City comments on the draft meeting minutes.

#### **1.4 Project Status Reports**

Consultant will prepare and submit a monthly project status report and schedule update which will list all deliverables, identify key issues, and define progress and scheduled completion dates. Each monthly project status report is expected to include:

## **EXHIBIT A**

- Services Performed During the Invoice Period
- Services to be Performed Next Period
- Out of Scope Work Requested
- Schedule Milestone Summary
- Schedule Issues
- Financial Summary
- Budget Issues
- Decisions Made
- Action Items

### **DELIVERABLES**

- 24 Monthly Design Review Meeting Agendas (PDF)
- 24 Draft Monthly Design Review Meeting Minutes (PDF)
- 24 Final Monthly Design Review Meeting Minutes (PDF)
- 24 Monthly Project Status Reports (PDF)

### **SCHEDULING/ENGINEERING AND COST MONITORING**

Consultant will prepare and maintain a project schedule and will coordinate with the City who will help Consultant ensure it is compatible with Pure Water Project milestone dates and other projects. The schedule will be updated monthly and provided as an Appendix to the monthly Project Status Report. The schedule will show design completion twenty-four (24) months after Notice-to Proceed (NTP), including Value Engineering, City review periods, and approval of contract documents for advertisement.

Within thirty (30) days from receipt of NTP, Consultant will prepare and submit a cost-loaded schedule in Microsoft Project which will be used to track costs and progress for project milestones.

### **DELIVERABLES**

- Initial Schedule (PDF)

### **RECORDS MANAGEMENT**

Consultant will establish a Document Control System that is compatible with the City Public Utilities Records Management Document Control System. Electronic files will be organized and securely stored in Consultant's SharePoint site for City access through the lifetime of the project.

### **COORDINATION WITH OTHER CITY PROJECTS**

Consultant understands that this project is an integral part of a large water supply system and will require coordination and design interface with other PUD projects and other Participating Agencies within the System.

Consultant will coordinate issues with the Consultants for two (2) other Pure Water projects in process at Miramar WTP as well as other City project taking place during the duration of this contract. This design service includes necessary meetings, field trips, minor engineering



revisions, and all other activities, which are required to provide a full coordination effort to make the Miramar WTP operational and functional. The level of effort for coordination with two other Pure Water projects and other Consultants will include up to 10 meetings, two hours each meeting and attended by two Consultant people. Consultant will provide the City Project Manager a copy of the draft and final meeting minutes for review three (3) days after each meeting.

### **KICKOFF MEETING**

In addition to the monthly Project Status Meetings, the City will conduct a Kickoff Meeting on MS Teams. Consultant will prepare the Agenda and Meeting Minutes and will commit the following personnel to attend:

- Consultant Project Manager
- Major Design Service Leads
- Major Subconsultants

### **DELIVERABLES**

- Draft Kickoff Meeting Agenda (PDF)
- Final Kickoff Meeting Agenda (PDF)
- Draft Meeting Minutes (PDF)
- Final Meeting Minutes (PDF)

### **TASK 2: PUBLIC INFORMATION ASSISTANCE**

Consultant will support the City's established Project Public Outreach Program (PPOP). Consultant will support and coordinate with City staff on project-specific outreach initiatives for public meetings as described herein.

#### **2.1 Identify Community Groups and Impacted Communities**

The Planning Study, BCE, and Project Abstract have identified impacted areas, communities, and some of the groups that are critical to the implementation and success of this project. Consultant will utilize and expand the list to include additional identified community groups that this project may impact. Consultant will:

- Assist City's implementation of an outreach plan to support and coordinate execution of this project.
- Provide support for Community Group meetings, Business Group meetings, Public Information meetings, and all Outreach Events in consultation with the City's Staff.
- Support the City Project Manager in updating the City's Stakeholder Register.

#### **2.2 Attend Community Group and Business Group Meetings**

Consultant will provide ongoing consultation through the design phase with existing and new Community Groups and Business Groups as they relate to public interests. This scope of work includes Four three-hour meetings with two Consultant attendees per meeting. Consultant will prepare graphic boards as required.

#### **2.3 Attendance at and Preparation for Public Information Meetings**

## **EXHIBIT A**

Consultant, in collaboration with all Community Advisory Groups, will provide ongoing assistance through the design phase for public participation and presentations. Consultant will present at public outreach meetings as requested by City. This scope of work includes four (4) three-hour (3hr) meetings with one Consultant attendee per meeting. Consultant's Architect and Landscape Architect will attend two (2) meetings and prepare graphic boards.

Consultant will prepare exhibits and drawings for presentation to the public as described in the foregoing to assist in their understanding and constructive review of proposed facilities.

### **DELIVERABLES**

- Informational documents and visual aids for public meetings (hard copies)
- Up to two (2) Architecture graphic boards (hard copies)

#### **2.4 Attendance at Public Meetings for Environmental Document Review**

Consultant will attend public meetings during the Environmental Document period to receive comments. This scope of work includes up to four (4) two-hour (2hr) meetings, with Two (2) Consultant attendees at each meeting.

Consultant will attend public hearings with City Council and/or Council Committee, if needed. This scope includes up to two (2) two-hour (2hr) meetings with Two (2) Consultant attendees at each meeting.

### **TASK 3: ENVIRONMENTAL DOCUMENT SUPPORT**

It is assumed that a Mitigated Negative Declaration (MND) will be required for the Miramar WTP Residuals Redirection Project. Consultant will prepare the MND for this project, including supporting technical documents.

### **TASK 4: INVESTIGATIONS**

The general procedure for the following investigations and the preparation of Technical Memoranda (TM) is outlined in this section. Studies which have deliverables shown as draft and final are expected to receive one consolidated list of City Comments, followed by a workshop to discuss the comments, and identify actions for resolution. One (1) round of comments is anticipated by this scope of work and associated fee.

#### **4.1 Surveying and Mapping**

Consultant will perform surveying and mapping for the project that complies with current City Computer Aided Design and Drafting (CADD) Standards. Consultant will provide an aerial based survey, supplemented with hand shot topography of the project work areas. This subtask also includes surveying of the potholes performed.

#### **4.2 Geotechnical Investigation**

Consultant will perform a geotechnical investigation and prepare a report that complies with City Standards for Geotechnical Reports. Geotechnical services include 4 soil borings and trenching necessary to observe, test, classify soils, and monitor groundwater..

Consultant will obtain required boring permits and will dispose of non-hazardous soil and water samples in accordance with existing regulations including those of the Regional Water Quality Control Board and the County Department of Environmental Health Services. The fees for disposal of soil and water samples that are found to be contaminated, if any, will be passed along to the City on a Time and Materials basis and will be in addition to the fee included herein.

Consultant will prepare the Geotechnical Design and Data Report which will include recommended bedding and backfill, design and soil loading pressures, seismic analysis and recommended design criteria, analysis of native soil for backfill, slope stability and shoring requirements, liquefaction mitigation, tunnel design requirements, foundation recommendations, and data from field investigations and laboratory analysis. The report will include discussion of possible dewatering systems, estimated discharge rates, and volumes (if applicable).

Consultant will provide recommendations for worker's health and safety during the excavation. A geological/geotechnical map will be prepared which will include all borings (including those provided from the City's past investigations) and geologic conditions. Consultant will provide figures of the proposed improvements which will include current investigation findings as well as information from past investigations. A geologic cross section will be provided along major alignments.

#### **DELIVERABLES**

- Draft Geotechnical Design and Data Report (PDF)
- Final Geotechnical Design and Data Report (PDF)
- Geological/Geotechnical Map(s) (PDF)

#### **4.3 Corrosion Survey and Stray Current Report**

Direct buried and submerged ferrous piping will be provided with bonded dielectric coatings and Cathodic Protection (CP) systems. The CP systems may be either impressed current or sacrificial anode systems. New piping systems will incorporate the following design features:

- CP system will be designed to satisfy the  $-0.850$  Volt polarized potential criterion in accordance with National Association of Corrosion Engineers (NACE) SP0159 at all points along its length.
- Prepare and submit CP system design calculations reviewed and certified by a NACE CP-4 Cathodic Protection Specialist and a CP system Basis of Design Report which outlines the design approach and presents the results of any soil testing performed.
- Provide test stations at various locations along each buried piping system. Test station spacing will be where necessary to effectively evaluate cathodic protection systems. At a minimum, test stations will be provided at each end of a piping system, at the midpoint, at every buried insulating joint, and at any cased crossing. Test station spacing will not exceed 1,000 feet.
- Provide electrical isolation from pumping stations, connections to existing pipelines and facilities, electrically grounded equipment, steel casings, and reinforced concrete structures.
- Provide electrical continuity for all buried piping by either fully welding all joints and/or installing joint bond cables.

**DELIVERABLES**

- Draft and Final Cooperative Stray Current and Corrosion Survey Report (one electronic copy in PDF format)
- Draft and Final CP Design Calculations (one electronic copy in PDF format)

**4.4 Filter Backwash Bench Testing and Preliminary Facility Sizing**

Prior to the 30% design development, preliminary investigations will be performed to inform the sizing of the residuals management facilities and determine any potential water quality impacts caused by the return of treated filter backwash water to the head of the MWTP.

Bench testing will be performed to assess the settleability of the filter backwash water solids and the water quality of the clarified water will be examined. This testing will be used to develop the preliminary design criteria for the plate clarifiers and ensure that the recycled backwash water will not cause detrimental impact to the operation of the MWTP from a water quality standpoint. The Consultant Team will perform the following:

- Bench testing on filter backwash water from the current MWTP configuration and with simulated Pure Water blends to assess settleability and investigate the need for chemical dosing.
- Water quality assessment on clarified filter backwash water and analysis of potential impacts to the MWTP process, including the new influent caustic addition.
- Development of preliminary lamella plate clarifier design criteria based on testing results (e.g., flow, loading, retention time, and settling rate).
- Development of overall solids mass balance for residuals handling system.
- Identification of other MWTP process impacts as a result of the new residuals handling system.

**DELIVERABLES**

- Draft Filter Backwash Bench Testing Plan (PDF)
- Final Filter Backwash Bench Testing Plan (PDF)
- Draft and Final Filter Backwash Bench Testing Results TM (PDF)

**4.5 Pure Water Facilities Impact Study**

A key component of the residuals management design is to ensure that the downstream Pure Water facilities, specifically the North City Water Reclamation Plant (NCWRP) and North City Pure Water Facility (NCPWF), are not negatively impacted by the introduction of residuals into the source sewershed.

Consultant will conduct a study to investigate the potential carryover of iron from MWTP residuals to the sewer collection system and through the treatment processes at the NCWRP and NCPWF. The largest risk that will be evaluated is the carryover of dissolved iron to the reverse osmosis process at the NCPWF which can cause fouling of the system resulting in significant increases in operations and maintenance costs and the potential for reduced production and increased downtime.

Consultant will perform the following:

## **EXHIBIT A**

- Jar testing to investigate primary effluent iron removal efficiency using primary influent samples from NCWRP spiked with various levels of iron concentrations.
- Desktop study to evaluate the fate of iron residuals from the MWTP to the reverse osmosis process using available industry data for expected removal and transformation rates and the results of the primary treatment jar testing.
- Analysis on the potential impact of iron residuals on the Pure Water facilities and development of mitigation strategies, if needed.

### **DELIVERABLES**

- Draft NCWRP Primary Treatment Iron Removal Bench Testing Plan (PDF)
- Final NCWRP Primary Treatment Iron Removal Bench Testing Plan (PDF)
- Draft Pure Water Facilities Impact Study (PDF)
- Final Pure Water Facilities Impact Study (PDF)

### **4.6 Sewer System Impact Study**

Consultant will review the Sewer Collection Analysis prepared by the City on September 14, 2022, to identify segments where upsizing existing 8-inch sewer pipes to 10-inch pipes is recommended. Based on this review, the Consultant will prepare plan and profile drawings for the recommended segments, detailing improvements to the existing sewer system.

### **DELIVERABLES**

- Plan and profile drawings for the up-sizing of the existing sewer pipe located approximately 1 mile away from the site.

## **TASK 5: DESIGN DEVELOPMENT**

Consultant will progress design development following the guidance of the Pure Water Design Review Checklist that is included as an attachment in the RFP.

### **5.1 Determine Locations and Elevations of Existing Utilities**

Consultant will obtain available and relevant utility records (such as water, sewer, gas, telephone, electrical, storm drain, TV cable, oil and fuel, irrigation, and traffic control systems) and will work with the City to receive information for on-site below grade existing utilities and infrastructure. Consultant will prepare a list of existing utilities and locations of these utilities and will plot existing utilities on the aerial topographic mapping.

Field verification (potholing) of existing utilities will be limited to twenty (20) locations.

Consultant will prepare a table and maps showing product, size, length, and location of utilities to be relocated as the result of the construction of this project and will include cost estimates for relocating utilities in the OPCC.

### **DELIVERABLES**

## EXHIBIT A

- List of existing utilities that require exact horizontal and vertical locations for final design (PDF)
- Pothole list showing pavement and utility elevations (PDF)
- Table and maps showing all existing utilities and those which will be relocated (PDF)
- Letter report explaining the method used in obtaining available Record Drawings from public and private utility companies (PDF)
- Updated topographic map showing existing utilities (PDF)

### 5.2 Basis of Design Report

Consultant will prepare a Basis of Design Report (BODR) that will summarize the findings from investigations in Design Service 4; summarize the project's key design criteria, design assumptions, and constraints; and provide an alternatives evaluation for the following alternative facility layouts:

- 1) Layout proposed in the Business Case Evaluation which consists of conventional clarifiers located at the northwest corner of the Plant site.
- 2) Layout proposed in Consultant's approach which consists of centrally located plate settler clarifiers.

The alternative evaluation and subsequent recommendation will be based on comparative capital costs, O&M costs, performance, technical feasibility, and community impact.

As part of this task, a workshop will be held with the City to review the City's comments on the draft BODR, and to arrive at a consensus on the preferred alternative. The BODR review workshop is assumed to be three hours in length. Consultant will proceed to the 30% design phase upon written approval from the City.

### DELIVERABLES

- Draft BODR (PDF)
- Final BODR (PDF)

### 5.3 30% Design Development Report:

The 30% Design will be in conformance with State and City policies. Consultant will resolve issues with City to complete the 30% Design in a timely fashion. City will provide written authorization to Consultant before Consultant proceeds with 60% Design.

#### 5.3.1 30% Design Development Report

The 30% Design Report will be in conformance with the current Standard Specifications for Public Works Construction. Consultant will refer to the 30% Design Checklist for specific design requirements and will submit the checklist along with 30% Design submittal to show completeness of the submittal. In addition, Consultant will include:

- Description of interface requirements with other projects.

## EXHIBIT A

- Preliminary layouts for the MWTP, including major equipment, control system, and appurtenances.
- Hydraulic and engineering calculations, (hydraulic transient analysis will be completed after the pump station and pipeline design has progressed sufficiently to perform).
- Recommendation of long lead time equipment and materials. This will include recommendations of which equipment, if any should be considered for pre-purchase to facilitate project schedule.
- Plan and profile views of major pipelines (pipelines 8 inches in diameter and larger).
- Identification and location of pipeline appurtenances on plan and profile views.
- Traffic control concept plan (including trench profiles and traffic volumes).
- Basis of Opinion of Probable Construction Cost (OPCC).
- Preliminary construction schedule and construction sequencing plan.

### 5.4 Identify Construction Staging Areas

Consultant will define construction staging requirements: spoil disposal requirements, supporting facilities, and requirements including field office facilities and locations for the City. Consultant will coordinate with the PUD staff to incorporate the above requirements into draft contract documents.

### 5.5 Authorization for 60% Design

City will review the 30% Design and lead the Design Review Process. City will provide Consultant with one round of consolidated review comments to prepare for the 30% Design Review Meeting between the City and Consultant. Consultant will prepare a preliminary response to comments from the City's review process and will provide written responses to the City within 15 working days and a minimum of one week in advance of the Design Review Meeting. The design review meeting is estimated to take four hours. Consultant will proceed with 60% Design once written authorization is received from the City.

### DELIVERABLES

- 30% Draft Design Report (PDF)
- 30% Final Design Report (PDF)
- 30% Design Drawings (PDF)
- Comprehensive list of documents collected for design including City and private utilities

## **6.0 FINAL DESIGN**

### 6.1 60% Design

Consultant will advance the 30% Design submittal to the 60% Design level. Consultant will incorporate agreed upon City review comments from the 30% Design submittal. Consultant will ensure the 60% Design includes all applicable criteria listed in the 60% Design Review Checklist and will submit the checklist along with 60% Design submittal to show completeness of the submittal. 60% Design services will include preparation of construction drawings, OPCC, and specifications as described herein.

#### 6.1.1 Plan Check and Constructability Review

Consultant will submit the 60% Design complete plans for Citywide Plan Check and the early initiation of Constructability Review.

### DELIVERABLES

- Review Comment Log with Responses to Comments

#### 6.1.2 Authorization For 100% Design

Consultant will ensure the 60% Design includes all applicable criteria listed in the 60% Design Review Checklist and will submit the checklist along with 60% Design submittal to show completeness of the submittal. City will review the 60% Design and lead the Design Review Process.

The City will provide Consultant with review comments. A 60% Design Review Meeting between the City and Consultant will be conducted to review the comments and confirm final design development. Meeting will not exceed four hours. Consultant will make required corrections and/or respond to comments from the City's review process. Written responses back to the City will be provided within 15 working days and a minimum of one week in advance of the Design Review Meeting.

### DELIVERABLES

- 60% Design drawings (PDF)
- 60% Specifications (PDF)
- Responses to City Comments on 30% Design

#### 6.2 100% Design

Consultant will advance the 60% Design submittal to the 100% Design level. Consultant will incorporate agreed upon City comments from the 60% Design submittal. Consultant will ensure the 100% Design includes all applicable criteria listed in the 100% Design Review Checklist from the RFP and will submit the checklist along with 100% Design submittal to show completeness of the submittal.

The 100% design will be a complete set of design calculations, construction drawings, OPCC, and specifications prepared by Consultant.

##### 6.2.1 Plan Check

Consultant will submit 100% Design complete plans and specifications to the Development Services Department (DSD) for building Plan Check review and complete the Plan Check process for issuance of a Building Permit. Consultant will contact DSD for specific Plan Check review requirements and process accordingly. Response to Request for Information from City of San Diego DSD, Plan Check Section, including meetings, telephone, and written communications, are included in this design service.

##### 6.2.2 Constructability Review



## EXHIBIT A

Consultant will furnish support for a City-led Constructability Review. If requested by City, Consultant will attend the Constructability Review Meeting. The Constructability Review will focus on the following:

- Selection of materials.
- Completeness of the design.
- Ease of construction.
- Ability to construct within cost and schedule constraints Consultant will respond to comments that result from the Constructability Review using the Review Comment Log and include approved comments into the design.

### DELIVERABLES

- Review Comment Log with Responses to Comments.

#### 6.2.3 Authorization for Final Design

Consultant will ensure the 100% Design includes all applicable criteria listed in the 100% Design Review Checklist from the RFP. Consultant will submit the 100% Design to the City via hard copy and via electronic files. City will review the 100% Design and lead the Design Review Process.

City will provide Consultant with review comments. A 100% Design Review Meeting between the City and Consultant will be conducted to review the comments and confirm final design development. Meeting will not exceed four hours. Consultant will make required corrections and/or respond to comments from the City's review process. Written responses back to the City will be provided within 15 working days and a minimum of one week in advance of the Design Review Meeting.

### DELIVERABLES

- 100% Design drawings (PDF)
- Structural calculations (PDF)
- Specifications (PDF)

#### 6.3 Final Design

Final City review and Plan Check comments will be provided in this phase. Consultant will incorporate agreed upon 100% Design Plan Check and Constructability Review comments into the Final Design submittal. All drawings and reports will be stamped by a California Registered Engineer.

City will review Consultant's Final Design Submittal to ensure that comments from 100% Design, Plan Check, and Constructability Review were incorporated and hold a meeting if needed, to discuss omissions.

##### 6.3.1 Design Computation Review and Coordination Checking

Consultant will compile final project calculations and computations into a design notebook. All calculations will be stamped and signed by the appropriate, responsible, California

licensed engineer. Calculation sheets will indicate person responsible for the independent calculation/plan check. Only computations relating to final designed facilities are to be included in the design notebook.

Consultant will perform QA/QC checking on design drawings, prior to submittal to the City, to verify drafting accuracy. Consultant will perform coordination checks to verify consistency between disciplines and facilities. The final design drawings will be signed by both the design engineer and the engineer who performed the QA/QC checking.

#### **DELIVERABLES**

- Final Design Notebooks to City (PDF)
- Final Drawings (five hard copies – bound set of full-sized drawings 24" x 36", PDF, AUTOCAD)
- Final Structural calculations (five hard copies, PDF)
- Final Specifications (five bound copies, letter size, PDF, DOC)

#### **TASK 7: SUPPLEMENTAL DESIGN**

##### **7.1 Transient Analysis**

Where applicable, Consultant will perform a hydraulic transient analysis of transient phenomena and proposed control measures at the 60% design. Consultant will be responsible to update the analysis at any point to reflect any design change. A draft technical memorandum summarizing the findings and recommendations of the hydraulic and transient analyses will be prepared, including a plan for operation and control strategy. Recommendations for hydraulic transient control, modifications to pumps, discharge valves, controls, pipe pressure class rating, and minimum and maximum HGL's will also be included. Consultant will conduct two meetings with the City to discuss the draft technical memorandum. Each meeting will be up to one hour in duration. Consultant will incorporate review comments provided by the City and finalize the technical memorandum.

#### **DELIVERABLES**

- Draft technical memorandum (one electronic copy in PDF format)
- Final technical memorandum (one electronic copy in PDF format)

#### **TASK 8: DESIGN REVIEWS AND APPROVALS**

30%, 60%, 100% and Final Designs will be submitted to the City for review. City will collect review comments, resolve conflicts, and provide and all review comments within 30-60 calendar days of receipt of Consultant's submittal (depending on the design phase), including Value Engineering comments. In addition, City will review each design against the respective Design Review Checklist. City review comments will be summarized in one Review Comment Log with a space provided for Consultant responses regarding action taken on the review comment. City review comments will be coded to define the significance of the comment as to "consider, investigate, or make correction noted." Design Review Meetings between the City and Consultant will be conducted at 30%, 60%, and 100% Design to review the comments and confirm design development. City will review Consultant's Final Design Submittal to ensure that comments from 100% Design, Plan Check and Constructability

## EXHIBIT A

Review were incorporated and hold a meeting, if needed, to discuss omissions. Consultant will make required corrections and/or respond to comments from the City's review process. Corrections noted will be made by Consultant at no additional cost to the City.

### DELIVERABLES

- Complete the Design Comment Log responding to City review comments following the 30%, 60%, 100%, and Final Design complete submittal reviews.
- Attend four review meetings, four hours in length each and attended by two staff members.

### **TASK 9: CONSTRUCTION COST ESTIMATES**

Consultant will prepare OPCC in accordance with American Association of Cost Estimators (AACE) Guidelines and the City's Master Bid List (MBL) format. In developing these OPCC, data for the various work categories and disciplines will be prepared in Excel spreadsheet format. All OPCC will include projected Operation and Maintenance cost. A narrative, describing the basis for the OPCC, including a description of the Work Breakdown Structure, will be included. Written quotes for major cost items will be part of the narrative. Consultant will provide a comparison of the OPCC against the most recent project Baseline Budget that shows the variance between the two budgets.

#### 9.1 Prepare 60% OPCC

Consultant will develop quantity surveys and prepare an OPCC based on current Engineering News-Record (ENR). Where insufficient information is developed to obtain reasonably accurate development of quantities, Consultant will use judgmental allowances for completing the OPCC. The quantity survey and extension of costs will be performed using the computer-based software described above. The accuracy of the OPCC is defined as an AACE (Association for the Advancement of Cost Engineering) Class 2 (Class AB) budget estimate.

### DELIVERABLES

- 60% OPCC (PDF).

#### 9.2 Prepare 100% OPCC

Consultant will develop quantity surveys and prepare an OPCC based on current Engineering News-Record (ENR). The level of accuracy of the OPCC at this level of project definition will be an AACE Class 1 (Class A) estimate. Consultant will meet with the City to review the OPCC and resolve major differences in the OPCC from previous versions.

### DELIVERABLES

- 100% OPCC (PDF).

#### 9.3 Prepare Final OPCC

Consultant will update the 100% Design Class 1 estimate, which will be compared and coordinated with the OPCC to incorporate any project revisions since the preparation of the

## EXHIBIT A

100% OPCC and include O&M costs. Consultant will resolve any discrepancy between the two (2) OPCC. The definition and qualifications of the 100% OPCC also apply to this OPCC. Consultant will use current ENR (CCI LA) cost index.

### DELIVERABLES

- Final OPCC (PDF).

#### 9.4 Final Pre-Bid OPCC

If more than six (6) months pass since approval of the Final OPCC, Consultant will update the Final Design Class 1 estimate, which will be compared and coordinated with the OPCC to incorporate any project revisions since the preparation of the final OPCC and include O&M costs. Consultant will resolve any discrepancy between the two (2) OPCC. No new quantity surveys or re-pricing of unit quantities will be performed in the update of the final OPCC. The definition and qualifications of the final OPCC also apply to this OPCC. Consultant will use current Engineering News Record (ENR), (CCI LA) cost index.

### DELIVERABLES

- Final Pre-Bid OPCC including operational and maintenance costs (PDF).

### **TASK 10: PERMITTING**

Consultant will prepare necessary regulatory agency permit applications (except as noted below), plans, reports, and notifications in support of the design, construction, and operation of the proposed project in accordance with the current Specifications for Public Works Construction, "The Greenbook", the City of San Diego's Supplement to the Greenbook, "The Whitebook.", and the Pure Water Design Review Checklists.

#### 10.1 Permit Work Plan and Schedule

Consultant will identify existing regulatory approvals by preparing a detailed work plan and a permit work schedule. The work plan and schedule will be submitted for approval by the City within 60 days of NTP. Consultant is responsible for identifying responsible agencies with permitting or approval authority.

### DELIVERABLES

- Permit Work Plan and Schedule (PDF)

#### 10.2 Permit Applications and Technical Documents

Consultant will prepare permit applications, as deemed complete by the regulatory agency, and identified in Consultant's Permit Work Plan. Consultant will prepare all necessary information required by the regulatory agencies for the applications. Fees associated with construction and permitting are not included in this agreement but will be paid by the consultant and billed to the City. For groundwater remediation and dewatering waste discharge, Consultant will provide required information in accordance with reporting requirements for coverage under Order 91-10. Consultant will provide a Stormwater Pollution Prevention Plan.

**DELIVERABLES**

- Permit applications for DSD submittal (PDF)
- Engineering and technical reports (PDF)
- Stormwater Pollution Prevention Plan (PDF)
- Mitigation, Monitoring or, Work Progression Plans (PDF)

**10.3 Coordination and Agency Interaction**

Consultant will participate with the City, as the lead agency, in interactions with various regulatory agencies and departments as identified in Consultant's work plan by providing the necessary technical support and information to conduct discussions or meetings with the regulatory agency. This scope of work includes up to 100 hours for meetings with regulatory agencies, inclusive of travel time for in-person meetings.

**DELIVERABLES**

- Meeting Agenda (PDF)
- Meeting Minutes (PDF)
- Engineering or Technical Support Information (PDF)

**TASK 11: OPERATIONS AND MAINTENANCE**

**11.1 Operations and Maintenance Engagement**

Consultant will engage City Operations and Maintenance staff throughout design to help ensure facilities meet their needs. Consultant will attend and present at two (2) each, two (2) hour Operation and Maintenance Meetings (60% and 100% Design). Consultant will be responsible for the preparation of the Agenda, Presentation and Meeting Minutes for each meeting. Consultant will provide the draft meeting Agenda to the City Project Manager for review and comment. Consultant will revise draft Agenda per comments and issue a Final Agenda. Consultant will provide draft Meeting Minutes to the City within two working days of the meeting. Consultant will prepare revised meeting minutes within two (2) working days of receipt of City comments on the draft minutes.

**DELIVERABLES**

For Two (2) Meetings:

- Draft Agenda (PDF)
- Final Agenda (PDF)
- Draft Meeting Minutes (PDF)
- Final Meeting Minutes (PDF)

**11.2 Operations Plan Revision**

Consultant will prepare new sections that will be included in the existing Miramar Water Treatment Plant Operations Plan that incorporates sections covering the new processes and how they will function with existing processes. The City will review the outline and draft and provide comments back to Consultant. Consultant will prepare and submit the draft Operations Plan Sections before 60% Design completion and revised Operations Plan

Sections before Final Design. Preliminary figures and tables will also be included in this draft. The new Operations Plan Sections will be a document that provides operations staff practical guidance on operating the new residuals management facilities.

**DELIVERABLES**

- Draft Outline for the Operations Plan Sections (PDF)
- Final Outline for Operations Plan Sections (PDF)
- Draft Operations Plan Sections (PDF)
- Revised Operations Plan Section (PDF)

**11.3 Equipment List**

Consultant will provide the City with a preliminary list of maintenance equipment and tools from which the City can identify equipment needs. Include in construction specifications descriptions of maintenance information and equipment to be furnished by the Contractor.

**DELIVERABLES**

- Equipment list (PDF)
- Construction specifications for maintenance information submittals (PDF)

**TASK 12: RISK MANAGEMENT**

**12.1 Risk Management Workshop**

Consultant will attend one Risk Management Workshop at 60% Design. Workshop will not exceed four (4) hours. City and its program management Consultant are responsible for leading the workshop, creating the agenda, and taking Meeting Minutes.

**12.2 Risk Register Updates**

Consultant will support the City Project Manager with monthly Risk Register Updates. Consultant will identify and convey new risks to the Project Manager during Project Meetings and is required to submit risk updates via the Risk Register.

**DELIVERABLES**

- Monthly Risk Register updates (PDF)

**TASK 13: BID & AWARD**

Consultant will provide management and technical support to the City during the bidding and awarding phases. Consultant will attend meetings and coordinate the preparation of materials and attendance by other Consultant team members. Coordination responsibilities will consist of, but not limited to:

- Attendance at one pre-bid meeting and site visit.
- Support and assistance during advertisement period in responding to bidder questions (support the issuance of addenda in a timely manner during the bid period).



## **EXHIBIT A**

- Revise construction documents to incorporate all addenda issued during the bidding period and issue conformed, "As Bid" documents. Consultant is required to submit PDFs of all Bid & Award deliverables using the Pure Water Program Portal.

### **13.1 Attend Pre-Bid Conference and Site Visit**

Consultant will respond to plan-holders' questions during the conference and site visit (one meeting).

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

### **13.2 Respond to Technical Inquiries/Clarifications**

Consultant will review and respond to project inquiries from the City during this phase. Response will be within 48-hours of the City's inquiry or as agreed.

#### **DELIVERABLES**

- Written responses to the City for all inquiries of substance.

### **13.3 Prepare Technical Addenda**

Consultant will meet with the City to review the items at issue and select those of importance to be incorporated in an Addendum. Consultant will target issuing addenda 48-hours from time of the City's direction to issue addenda unless it is agreed between City and Consultant staff that additional time is needed.

#### **DELIVERABLES**

- Up to four (4) technical addenda (PDF)

### **13.4 Incorporate Addenda into The Bid Documents**

Within six (6) weeks of the bid opening, incorporate the addenda in the plans and specifications with appropriate revision. These revisions will become the conformed, "As-Bid" documents. This will include updating the electronic databases. Consultant is to comply with the City's standard for revisions, symbols, and notes.

#### **DELIVERABLES**

- Conformed, "As-Bid" documents (PDF).

## **TASK 14: DESIGN SUPPORT DURING CONSTRUCTION**

## EXHIBIT A

Consultant will provide technical support to the City during the construction phase of the project. Consultant will attend meetings as requested by the City, and coordinate attendance by other team members as required. Technical support responsibilities will consist of:

### 14.1 Request for Clarifications and Deviations

Request for Information's (RFI's): Consultant Will Respond to all RFIs

### 14.2 Submittals and Shop Drawings

Submittals and shop drawings: Consultant will review and prepare responses to all Submittals, and all re-submittals.

### 14.3 Construction Change Drawings As-Needed

Consultant 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).

### 14.4 Project Meetings

Consultant will attend the following meetings during the construction phase:

- Pre-construction meeting: Two (2) people attending. Two (2) hours duration.
- Bi-monthly (every other week) construction meetings: Up to 52, in-person, meetings, one (1) hour duration per meeting, two (2) people attending each meeting.
- Site Visits: Up to 16 site visits. Two (2) people attending. Two (2) hours duration for each meeting.

### 14.5 Substantial completion certification:

Consultant will review project status and provide certification of substantial completion.

### 14.6 Substitution requests:

Consultant will review substitution requests and provide approval.

### **TASK 15: REVIEW START-UP AND COMMISSIONING PLAN**

Consultant will review the process Start-up and Commissioning Plan for the facility developed by the Construction Manager. Consultant will provide review comments to the Construction Manager on the process Start-up and Commissioning Plan.

#### DELIVERABLES

- One set of comments on the Startup and Commissioning Plan, provided in the format requested by City or Construction Manager.

**TASK 16: COMMISSIONING**

The following design services will be performed in accordance with the latest edition of the Greenbook being enforced at the time of design. If a conflict exists between the Guidelines and the Greenbook, Consultant will inform the City in writing. The City will resolve the issue and respond in writing to Consultant in a timely manner.

**16.1 Witness Equipment Test**

As required by the design and contract documents, Consultant will visit the site of the manufacturer and witness major equipment manufacturing and equipment tests; and submit a written report regarding the observations and/or readings made during the tests. At the request of the City, Consultant will review test results witnessed by the others and submit written comments.

Consultant will witness up to four (4) tests of two (2) days duration each, including travel.

**DELIVERABLES**

- Technical Memorandum covering all witness test observations and/or comments on test results (PDF)

**16.2 Functional Acceptance Test**

As required by the design and contract documents, Consultant will assist the City and/or its Construction Manager to prepare test procedures and witness contractor performance tests of all equipment and associated instrumentation and control functional tests. Consultant will define deficiencies in equipment design, construction, and software configuration and submit to the City for resolution of problems.

**DELIVERABLES**

- Functional Acceptance Test procedure input (PDF)
- Functional Acceptance Test results assessment, including deficiencies (PDF)

**TASK 17: AS-BUILTS**

Consultant will update the original Contract Documents based on information (RFIs, Construction Change Drawings, Change Orders, and Redlines) received from the Contractor through the Construction Manager and create Draft As-built drawings. Consultant will submit a draft set of as-builts drawings for the City's review. Upon City approval, Consultant will make revisions as necessary and submit final as-builts. Consultant will follow the City's standards for as-built drawings.

**DELIVERABLES**

- Draft As-built Drawing package (PDF)
- Final As-builts Drawings package (PDF)
- Final As-built CAD Files (AutoCAD format)

**TASK 18: ADDITIONAL SERVICES**

The City may require that Consultant perform Additional Professional Services beyond those described in the Scope of Services Design Services 1 through 17. Any Additional Services will be defined and authorized by City staff prior to beginning work. Prior to Consultant's performance of Additional Services, the City and Consultant will agree in writing upon a scope, schedule, and fee for the Additional Services, including reasonable related expenses, in accordance with the Compensation and Fee Schedule. Upon written authorization by the City, Consultant may proceed with the authorized Additional Services.

**END OF SCOPE OF SERVICES**

## COMPENSATION AND FEE SCHEDULE

LABOR FEE  
Miramar Residuals Redirection

LABOR CATEGORY	Principal Engineer / Senior Technical Expert										Technical Engineer / Senior Project Manager										Associate Engineer I / Associate Engineer II										Assistant Engineer I / Assistant Engineer II										CADD Technician I / CADD Technician II										Project Controls Specialist / Writer										Administrative										TOTAL HOURS										TOTAL LABOR FEE										UNIT AND EXPENSE LAB FEE										SUB-CONSULTANT FEE										TOTAL FEE																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																					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# EXHIBIT B

## LABOR FEE Miramar Residuals Redirection

LABOR CATEGORY	Billing rate (\$/hr)														TOTAL HOURS	TOTAL LABOR FEE	UNIT AND EXPENSE FEE	SUB- CONSULTANT FEE	TOTAL FEE
	Principal Engineer / Senior Project Manager	Technical Expert / Task Order Manager	Senior Engineer	Associate Engineer I	Associate Engineer II	Assistant Engineer I	Assistant Engineer II	Sr. Technician	CADD Technician I	CADD Technician II	Technical Writer	Project Controls Specialist	Administrative						
	\$377.00	\$346.00	\$280.00	\$260.00	\$216.00	\$199.00	\$170.00	\$160.00	\$220.00	\$192.00	\$180.00	\$165.00	\$145.00	\$120.00					

## 6 - Final Design

- 6.1 - 60% Design
- 6.1.1 - Plan Check and Constructability Review
- 6.1.2 - Authorization for 100% Design
- 6.2 - 100% Design
- 6.2.1 - Plan Check
- 6.2.2 Constructability Review
- 6.2.3 - Authorization for Final Design
- 6.3 - Final Design
- 6.3.1 - Design Computation Review and Coordination Checklog

0	60	72	187.5	0	487.5	0	0	0	600	0	225	450	180	0	2103	\$408,916.50	\$0.00	\$189,515.50
0	40	40	0	0	0	0	0	0	40	0	0	0	0	0	120	\$30,280.00	\$0.00	\$0.00
0	12	12	0	0	12	0	0	16	0	0	0	0	0	10	62	\$13,312.00	\$0.00	\$8,500.00
0	20	37.5	93.75	0	243.75	0	300	0	0	112.5	225	9	0	0	1844.5	\$231,288.25	\$0.00	\$161,141.50
0	12	16	16	0	32	0	0	24	0	0	0	0	0	0	100	\$22,632.00	\$0.00	\$0.00
0	40	40	0	0	0	0	0	40	0	0	0	0	0	0	120	\$30,280.00	\$0.00	\$0.00
0	12	12	0	0	12	0	0	16	0	0	0	0	0	10	62	\$13,312.00	\$0.00	\$8,500.00
0	10	18.75	46.875	0	121.875	0	150	0	0	56.25	112.5	4.5	0	0	520.75	\$100,644.13	\$0.00	\$80,348.50
0	8	10	20	0	60	0	0	40	0	0	0	0	0	0	138	\$28,376.00	\$0.00	\$11,150.00
0	214	261.25	364.125	0	965.125	0	1226	0	1226	0	393.75	787.5	31.5	0	20	4267.25	\$0	\$471,954
0	\$67,838	\$73,150	\$94,073	\$0	\$192,856	\$0	\$196,160	\$0	\$196,160	\$0	\$75,600	\$141,750	\$8,135	\$0	\$2,400	\$849,501	\$0	\$0

## 6 FEE

\$1,320,614																		
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## 7 - Supplemental Design

- 7.1 - Transition Analysis

0	8	48	120	0	0	0	0	0	140	0	0	0	0	0	32	348	\$73,416.00	\$0.00	\$0.00
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## 7 LABOR HOURS

0	8	48	120	0	0	0	0	0	140	0	0	0	0	0	32	348	\$73,416	\$0	\$0
0	\$2,536	\$13,440	\$31,200	\$0	\$0	\$0	\$0	\$0	\$22,400	\$0	\$0	\$0	\$0	\$0	\$1,940				

## 8 - Design Reviews and Approvals

- 8.1 - City Design Review

0	24	40	80	0	160	0	0	0	0	0	0	0	0	0	304	\$71,448.00	\$0.00	\$11,210.00
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## 8 LABOR HOURS

0	24	40	80	0	160	0	0	0	0	0	0	0	0	0	304	\$71,448	\$0	\$11,210
0	\$7,608	\$11,200	\$20,800	\$0	\$31,840	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0			
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## 9 - Opinion of Probable Construction Cost

- 9.1 - Prepare 60% Construction Cost Estimate
- 9.2 - Prepare 100% Construction Cost Estimate
- 9.3 - Prepare Final Construction Cost Estimate
- 9.4 - Final Pre-Bid Construction Cost Estimate

0	2	2	2	0	0	0	0	0	0	0	0	0	0	0	6	\$1,714.00	\$0.00	\$48,000.00
0	2	2	2	0	0	0	0	0	0	0	0	0	0	0	6	\$1,714.00	\$0.00	\$28,800.00
0	2	2	2	0	0	0	0	0	0	0	0	0	0	0	6	\$1,714.00	\$0.00	\$9,600.00
0	2	2	2	0	0	0	0	0	0	0	0	0	0	0	6	\$1,714.00	\$0.00	\$4,800.00

## 9 LABOR HOURS

0	8	8	8	0	0	0	0	0	0	0	0	0	0	0	24	\$6,856	\$0	\$91,200
0	\$2,536	\$2,240	\$2,080	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0			

## 10 - Permitting

- 10.1 - Permit Work Plan and Schedule
- 10.2 - Permit Applications and Technical Documents
- 10.3 - Coordination and Agency Interaction

0	8	0	24	0	24	0	0	0	0	0	0	0	0	0	36	\$13,522.00	\$0.00	\$0.00
0	24	0	24	0	24	0	0	40	60	0	0	0	0	0	172	\$35,224.00	\$0.00	\$0.00
0	30	30	30	0	30	0	0	0	0	0	0	0	0	0	140	\$35,660.00	\$0.00	\$12,300.00

## 10 LABOR HOURS

0	62	30	78	0	98	0	0	40	60	0	0	0	0	0	368	\$87,436	\$0	\$12,280
0	\$19,454	\$8,400	\$20,280	\$0	\$19,502	\$0	\$6,400	\$13,200	\$0	\$0	\$0	\$0	\$0	\$0	\$0			

## 10 FEE

\$99,716																			
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# EXHIBIT B

## LABOR FEE Miramar Residuals Redirection

LABOR CATEGORY	Billing rate (\$/hr)													TOTAL FEE				
	Senior Technical Expert	Principal Engineer / Manager	Technical Expert / Senior Project Manager	Senior Engineer	Associate Engineer I	Associate Engineer II	Assistant Engineer I	Assistant Engineer II	Sr. Technician	CADD Technician I	CADD Technician II	Technical Writer	Project Controls Specialist		Administrative	TOTAL HOURS	UNIT AND EXPENSE LAB FEE	SUB- CONSULTANT FEE
11 - Operations and Maintenance	\$540.00	\$317.00	\$280.00	\$240.00	\$210.00	\$190.00	\$170.00	\$160.00	\$220.00	\$192.00	\$180.00	\$163.00	\$145.00	\$126.00				
11.1 - Operations and Maintenance																		
11.1.1 - Operations and Maintenance Engagement	0	16	0	0	16	0	42	0	0	0	0	0	0	0	74	\$17,590.00	\$0.00	\$2,220.00
11.1.2 - Operations Manual	0	8	10	0	10	0	60	0	60	0	0	60	0	0	208	\$39,256.00	\$0.00	\$13,320.00
11.1.3 - Equipment List	0	8	0	0	24	0	24	0	80	0	0	0	0	0	136	\$26,352.00	\$0.00	\$9,920.00
11 LABOR HOURS	0	32	10	0	50	0	126	0	140	0	0	60	0	0	418			
11 FEE	\$0	\$10,144	\$2,800	\$13,000	\$0	\$25,074	\$0	\$22,400	\$0	\$0	\$0	\$9,780	\$0	\$0	\$83,198	\$0	\$0	\$25,440
12 - Risk Management																		
12.1 - Risk Management Workshop	0	4	0	0	14	0	20	0	10	0	0	0	0	0	48	\$10,488.00	\$0.00	\$2,360.00
12.2 - Risk Register Updates	0	24	0	0	24	0	0	0	0	0	0	0	0	0	48	\$13,948.00	\$0.00	\$6,800.00
12 LABOR HOURS	0	28	0	0	38	0	20	0	10	0	0	0	0	0	96			
12 FEE	\$0	\$8,876	\$0	\$9,800	\$0	\$3,900	\$0	\$1,600	\$0	\$0	\$0	\$0	\$0	\$0	\$24,336	\$0	\$0	\$9,160
13 - Bid & Award																		
13.1 - Attend Pre-Bid Conference and Site Visit	0	8	0	8	8	0	8	0	0	0	0	0	0	0	24	\$6,208.00	\$0.00	\$6,223.00
13.2 - Respond to Technical Inquiries/Clarifications	0	20	0	20	0	20	0	20	0	0	0	0	0	0	80	\$18,720.00	\$0.00	\$17,554.50
13.3 - Prepare Technical Addenda	0	4	0	0	20	0	40	0	0	0	0	0	0	0	64	\$14,428.00	\$0.00	\$7,386.00
13.4 - Incorporate Addenda into the Bid Documents	0	0	0	20	0	40	0	0	0	0	0	0	0	0	60	\$11,600.00	\$0.00	\$12,500.00
13 LABOR HOURS	0	32	0	68	0	108	0	28	0	0	0	0	0	0	228			
13 FEE	\$0	\$10,144	\$0	\$17,680	\$0	\$21,492	\$0	\$3,200	\$0	\$0	\$0	\$0	\$0	\$0	\$52,516	\$0	\$0	\$43,588
14 - Design Support During Construction																		
14.1 - Request for Clarifications and Deviations/RFIs	0	80	150	150	0	300	0	600	0	80	120	0	0	0	1790	\$225,020.00	\$0.00	\$27,996.50
14.2 - Submittals and Shop Drawings	0	80	150	150	0	300	0	600	0	40	80	0	0	0	250	\$314,140.00	\$0.00	\$35,640.00
14.3 - Construction Change Drawings as Needed	0	10	10	10	0	35	0	25	0	50	50	0	0	0	110	\$39,335.00	\$0.00	\$12,500.00
14.4 - Project Meetings	0	80	100	100	0	100	0	50	0	0	0	0	0	0	390	\$94,260.00	\$1,816.00	\$97,900.00
14.5 - Substantial Completion Certification	0	8	0	0	0	8	0	8	0	0	0	0	0	0	24	\$5,408.00	\$0.00	\$0.00
14.7 - Substitution Requests	0	25	0	12	0	12	0	25	0	0	0	0	0	0	74	\$17,433.00	\$0.00	\$0.00
14 LABOR HOURS	0	283	410	372	0	785	0	1388	0	170	250	0	0	0	510	4058		
14 FEE	\$0	\$89,711	\$114,800	\$96,720	\$0	\$150,245	\$0	\$219,200	\$0	\$32,640	\$45,000	\$0	\$0	\$0	\$61,200	\$799,596	\$5,816	\$163,037
15 - Design Services: Review Start-up and Commissioning Plan																		
15.1 - Permit Work Plan and Schedule	0	8	0	8	0	0	0	8	0	0	0	0	0	0	24	\$5,896.00	\$0.00	\$6,220.00
15 LABOR HOURS	0	8	0	8	0	0	0	8	0	0	0	0	0	0	24			
15 FEE	\$0	\$2,536	\$0	\$2,080	\$0	\$0	\$0	\$1,200	\$0	\$0	\$0	\$0	\$0	\$0	\$5,896	\$0	\$0	\$6,520
16 - Commissioning																		
16.1 - Witness Equipment Test	0	8	10	40	0	20	0	40	0	0	0	0	0	0	118	\$26,116.00	\$0.00	\$0.00
16.2 - Functional Acceptance Test	0	24	24	40	0	0	0	40	0	0	0	0	0	0	128	\$31,128.00	\$0.00	\$0.00
16 LABOR HOURS	0	32	34	80	0	20	0	80	0	0	0	0	0	0	246			
16 FEE	\$0	\$10,144	\$9,230	\$20,800	\$0	\$3,900	\$0	\$12,800	\$0	\$0	\$0	\$0	\$0	\$0	\$57,144	\$0	\$0	\$0

EXHIBIT B

LABOR FEE  
Miramar Residuals Redirection

LABOR CATEGORY	Bidding rate (\$/hr)														TOTAL HOURS	TOTAL LABOR FEE	UNIT AND EXPENSE FEE	SUB-CONSULTANT LAB FEE	TOTAL FEE
	Principal Engineer / Senior Project Manager	Technical Expert / Manager	Senior Engineer	Associate Engineer I	Associate Engineer II	Assistant Engineer I	Assistant Engineer II	Sr. Technician I	CADD Technician I	CADD Technician II	CADD Writer	Project Controls Specialist	Administrative						
17 - Design Services: As-Builts																			
17.1 - As Builts																			
17 LABOR HOURS	4	10	20	0	40	0	0	60	0	40	120	0	0	40	334	\$60,908.00	\$0.00	\$0.00	\$60,908.00
17 FEE	\$1,268	\$2,800	\$5,200	\$0	\$7,960	\$0	\$9,600	\$0	\$7,680	\$21,600	\$0	\$0	\$0	\$4,800	334	\$60,908	\$0	\$0	\$98,773
18 - Design Services: Additional Services																			
18.1: Additional Services																			
18 LABOR HOURS	10	20	30	40	80	40	40	40	40	60	30	40	40	40	510	\$100,430.00	\$0.00	\$0.00	\$100,430.00
18 FEE	\$3,400	\$6,340	\$8,400	\$10,400	\$0	\$15,520	\$6,400	\$6,400	\$7,680	\$10,800	\$4,800	\$5,000	\$4,800	\$4,800	510	\$100,430	\$0	\$0	\$100,430
PROJECT TOTAL HOURS	32	1042	1835.25	2095.125	80	3365.125	152	4700	100	1192.75	2170.5	192	650	17549.25					
PROJECT TOTAL FEE	\$10,800	\$340,314	\$428,870	\$632,773	\$16,800	\$609,660	\$25,840	\$752,800	\$22,000	\$390,600	\$46,863	\$77,500	\$78,000	\$78,000		\$3,862,723	\$63,108	\$0	\$5,324,812

<b>COMPENSATION AND FEE SCHEDULE:</b> <b>Design of Miramar Water Treatment Plant (MWTP) Residuals Redirection</b> <b>Project (H2426385)</b>		
<b><u>Company</u></b>	<b><u>Labor Classification</u></b>	<b><u>Rate</u></b>
<b>KLEINFELDER, INC.</b>		
	Senior Technical Expert	\$340.00
	Principal Engineer / Senior Project Manager	\$317.00
	Technical Expert / Task Order Manager	\$280.00
	Senior Engineer	\$260.00
	Associate Engineer I	\$210.00
	Associate Engineer II	\$199.00
	Assistant Engineer I	\$170.00
	Assistant Engineer II	\$160.00
	Sr. Technician	\$220.00
	CADD Technician I	\$192.00
	CADD Technician II	\$180.00
	Technical Writer	\$163.00
	Project Controls Specialist	\$145.00
	Administrative	\$120.00
<b>SUBCONSULTANTS</b>		
<b>Sub 1</b>	<b><u>AIRX UTILITY SURVEYORS, INC.</u></b>	
	Prevailing Project Manager - Group 4	\$232.00
	Prevailing Utility Locator - Group 4	\$232.00
	Prevailing Potholer Lead - Group 4	\$232.00
	Prevailing Potholer Laborer - Group 1	\$213.00
	Traffic Control Plan Drafter	\$247.00
	Admin	\$110.00
	Report Drafter	\$155.00
<b>Sub 2</b>	<b><u>Belshire Environmental Services Inc.</u></b>	
	TBS per Task Level	TBD
<b>Sub 3</b>	<b><u>MBN GROUP, INC.</u></b>	
	Principal	\$290.00
	Project Manager/ Project Architect	\$209.00
	Designer	\$164.00
	Drafter	\$110.00
	Clerical Staff	\$81.00
<b>Sub 4</b>	<b><u>PUZZULLO CONSULTING</u></b>	
	Cost Estimating/Constructibility Review	\$240.00
<b>Sub 5</b>	<b><u>ROSS ENGINEERING</u></b>	
	Project Manager/Senior Engineer	\$262.00

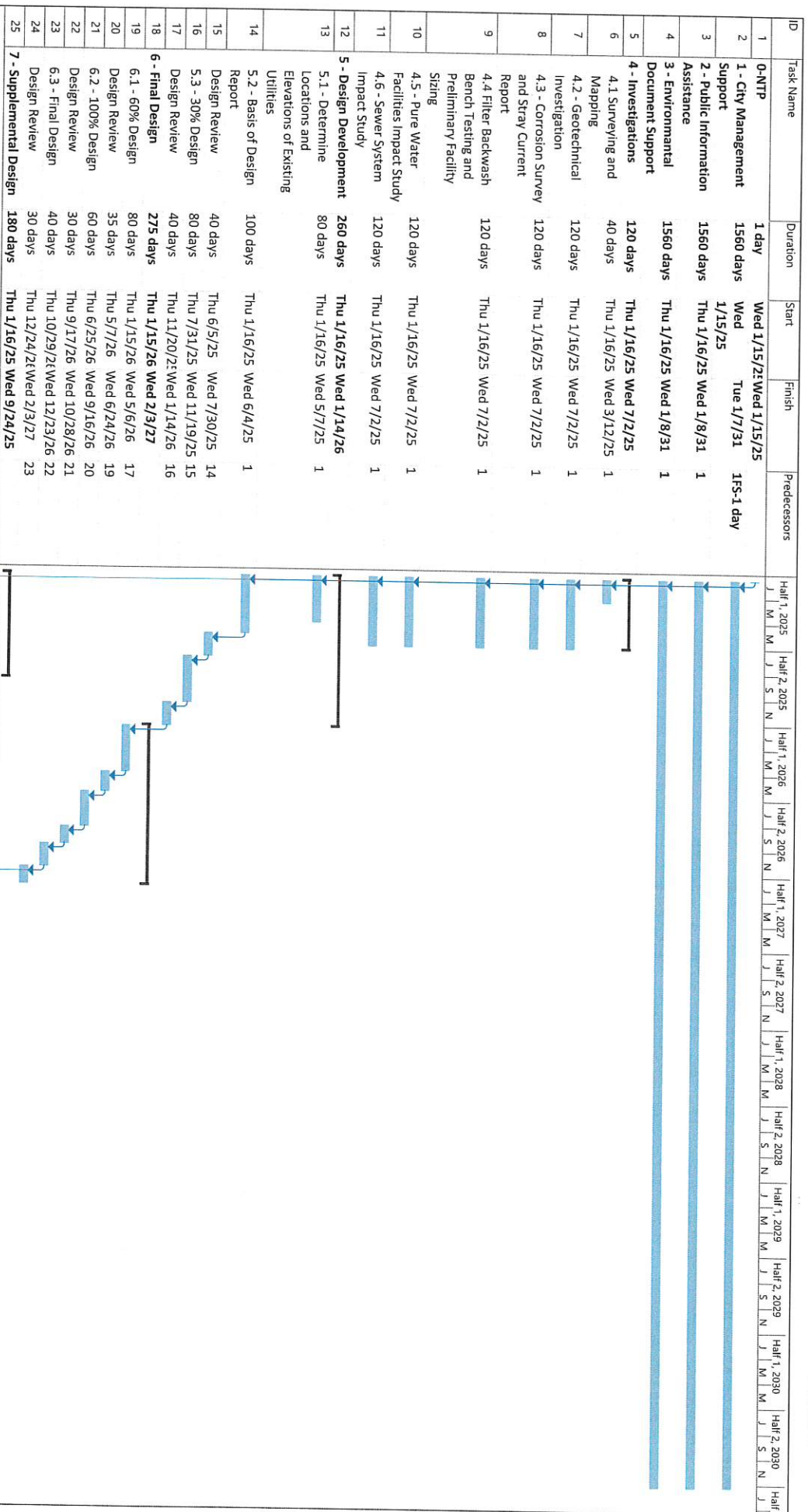
<u>Company</u>	<u>Labor Classification</u>	<u>Rate</u>
	Project Engineer	\$207.00
	Senior Designer	\$182.00
	Designer	\$162.00
	Administrative	\$110.00
<b>Sub 6</b>	<b><u>SAN DIEGUITO ENGINEERING, INC.</u></b>	
	Principal Land Surveyor	\$250.00
	Senior Surveyor	\$225.00
	Senior Associate Surveyor	\$173.00
	Associate Surveyor	\$158.00
	Assistant Surveyor	\$125.00
	Staff Surveyor	\$95.00
	Party Chief (Prevailing Wages)*	\$222.72
	Chainman (Prevailing Wages)*	\$200.16
	*Prevailing Wage Rate increases as per requirement set by CA DIR and may exceed the above rates.	
<b>Sub 7</b>	<b><u>STC TRAFFIC, INC.</u></b>	
	Principal-In-Charge	\$265.00
	Senior Principal Manager	\$261.00
	Principal Manager	\$240.00
	Senior Project Manager	\$220.00
	Project Manager	\$209.00
	Principal Engineer	\$240.00
	Senior Project Engineer	\$209.00
	Project Engineer III	\$188.00
	Project Engineer II	\$156.00
	Project Engineer I	\$135.00
	Principal Planner	\$198.00
	Senior Project Planner	\$177.00
	Project Planner III	\$167.00
	Project Planner II	\$135.00
	Project Planner I	\$115.00
	Senior Systems Engineer / Technical Specialist	\$209.00
	Systems Engineer / Technical Specialist III	\$189.00
	Construction Manager	\$209.00
	Senior Construction Engineer/Inspector	\$200.00
	Drafter	\$164.00
	Intern	\$91.00
<b>Sub 8</b>	<b><u>STUDIO WEST LANDSCAPE ARCHITECTURE &amp; PLANNING</u></b>	
	Principal Landscape Architect	\$185.00
	Senior Landscape Architect/ Project Manager	\$140.00

<u>Company</u>	<u>Labor Classification</u>	<u>Rate</u>
	Associate Landscape Designer	\$110.00
	Draftsman	\$80.00
	Administrative Support	\$73.00
<b>Sub 9</b>	<b><u>TETRA TECH, INC.</u></b>	
	Sr. Principal Engineer	\$335.00
	Associate Engineer III	\$251.00
	Associate Engineer II	\$170.00
	Assistant Engineer	\$158.00
	Administrative	\$110.00
<b>Sub 10</b>	<b><u>TRUSSELL TECHNOLOGIES</u></b>	
	Senior Company Officer	\$335.00
	Principal Engineer III	\$330.00
	Principal Engineer II	\$325.00
	Principal Engineer I	\$320.00
	Supervising Engineer III	\$295.00
	Supervising Engineer II	\$280.00
	Supervising Engineer I	\$260.00
	Senior Engineer III	\$240.00
	Senior Engineer II	\$230.00
	Senior Engineer I	\$210.00
	Engineer II	\$200.00
	Engineer I	\$185.00
	Associate Engineer II	\$175.00
	Associate Engineer I	\$170.00
	Assistant Engineer II	\$160.00
	Assistant Engineer I	\$135.00
	Lab Assistant II	\$130.00
	Lab Assistant I	\$115.00
	Senior Office Manager II	\$185.00
	Senior Office Manager I	\$175.00
	Office Manager III	\$170.00
	Office Manager II	\$160.00
	Office Manager I	\$135.00
	Office Assistant II	\$130.00
	Office Assistant I	\$115.00
<b>Sub 11</b>	<b><u>V&amp;A Consulting Engineers</u></b>	
	Principal in Charge	\$323.00
	Senior Project Manager	\$276.00
	Project Manager	\$248.00
	Project Engineer	\$209.00

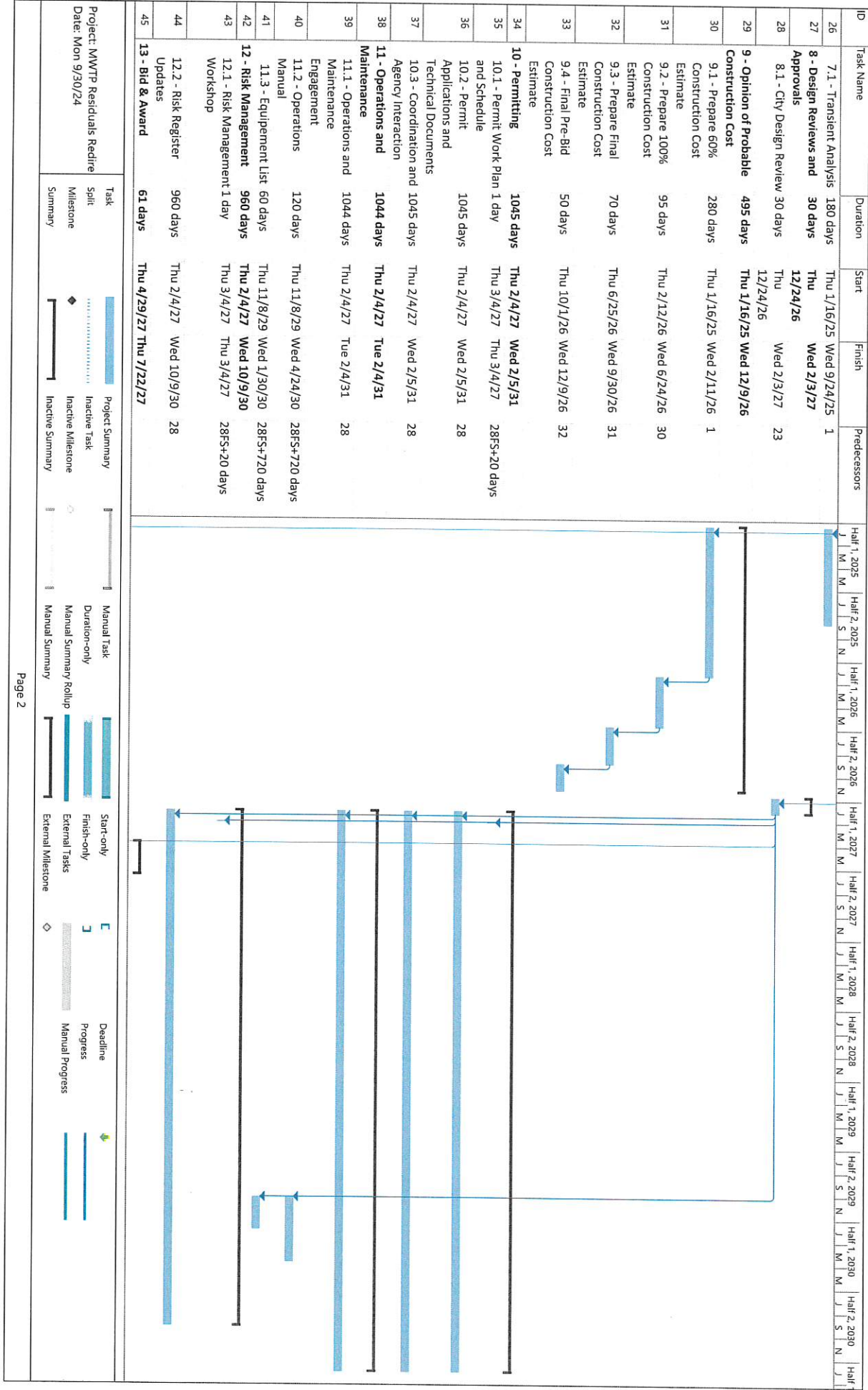
<u>Company</u>	<u>Labor Classification</u>	<u>Rate</u>
	Associate Engineer	\$177.00
	Corrosion Field Supervisor	\$165.00
	Engineering Associate	\$149.00
	Project Administrator	\$100.00
	Project Engineer (Prevailing Wage Rate)	\$293.00
	Associate Engineer (Prevailing Wage Rate)	\$230.00
	Corrosion Field Supervisor (Prevailing Wage Rate)	\$215.00
	Engineering Associate (Prevailing Wage Rate)	\$194.00
<b>Sub 12</b>	<b><u>Vic Salazar Communications</u></b>	
	Community Liaison	\$160.00

# TIME SCHEDULE

EXHIBIT C



Project MWTP Residuals Residue	Task	Project Summary	Manual Task	Start-only	Deadline
Date: Mon 9/30/24	Split	Inactive Task	Duration-only	Finish-only	Progress
	Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
	Summary	Inactive Summary	Manual Summary	External Milestone	





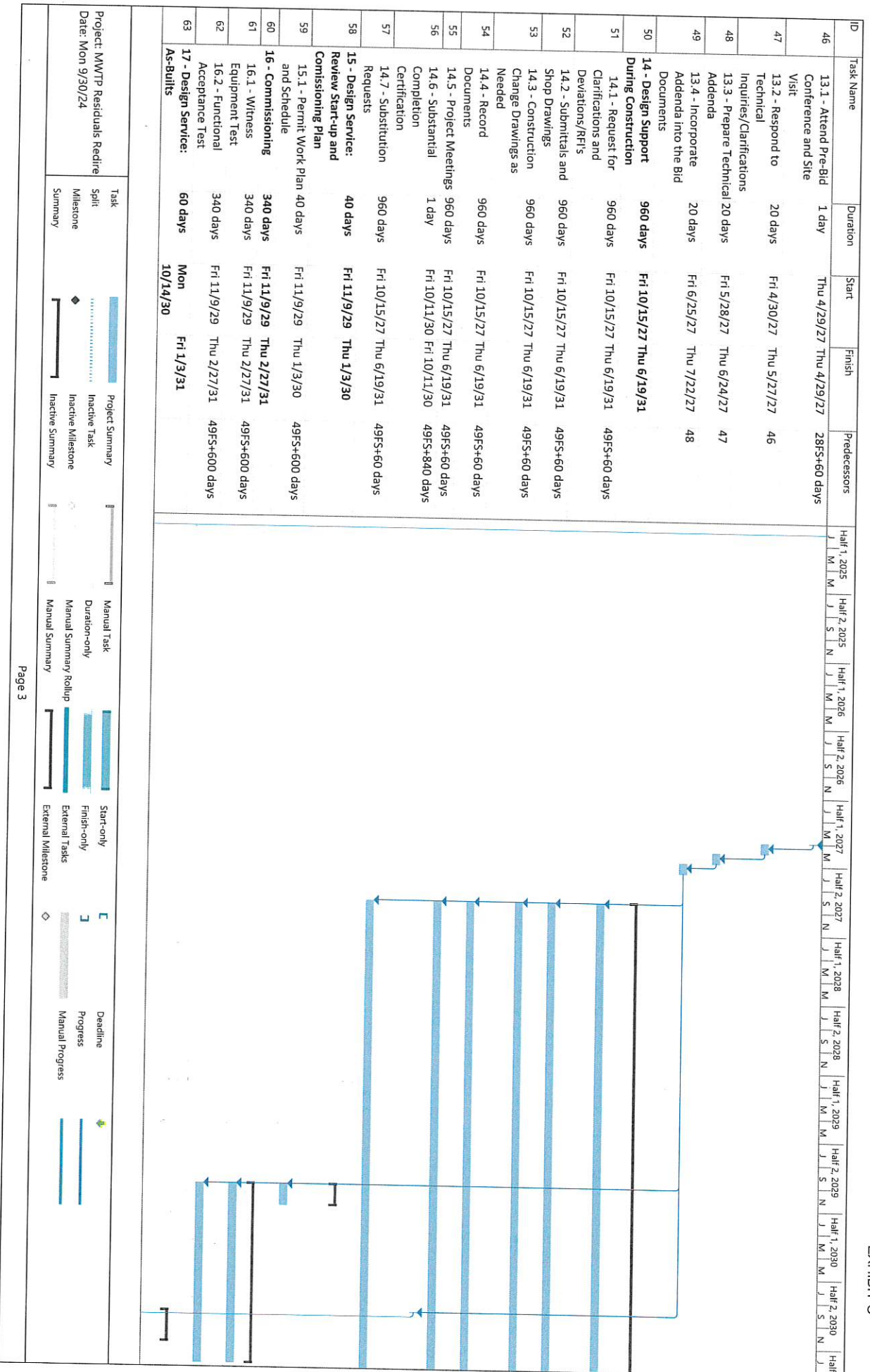


EXHIBIT C

ID	Task Name	Duration	Start	Finish	Predecessors	Half 1, 2025	Half 2, 2025	Half 1, 2026	Half 2, 2026	Half 1, 2027	Half 2, 2027	Half 1, 2028	Half 2, 2028	Half 1, 2029	Half 2, 2029	Half 1, 2030	Half 2, 2030	Half 1, 2031
64	17.1 - Permit Work Plan and Schedule	60 days	Mon 10/14/30	Fri 1/3/31	56	J	M	M	J	S	N	J	M	M	J	S	N	J
65	17.02 - As Builts	60 days	Mon 10/14/30	Fri 1/3/31	56	J	M	M	J	S	N	J	M	M	J	S	N	J
66	18 - Design Service: Additional Services	1560 days	Thu 1/16/25	Wed 1/8/31														
67	18.1: Additional Services	1560 days	Thu 1/16/25	Wed 1/8/31	1													

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

Project: MWTP Residuals Redire Date: Mon 9/30/24	Task Split Milestone Summary	Project Summary Inactive Task Inactive Milestone Inactive Summary	Manual Task Duration-only Manual Summary Rollup Manual Summary	Start-only Finish-only External Tasks	Deadline Progress Manual Progress

# E QUAL 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	On-going case.
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 March 28, 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

## A. 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: Louis 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: 619-232-1039 Email: pschaffner@kleinfelder.com

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

Check the box above that applies to this WFR.

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

I, the undersigned representative of Kleinfelder, Inc.

(Firm Name)

San Diego, California

(County)

(State)

herein is true and correct. This document was executed on this 28 day of March, 20 24

(Authorized Signature)

Simon Wong, PE, SE, Vice President

(Print Authorized Signature Name)

## WORK FORCE REPORT – Page 2

NAME OF FIRM: Kleinfelder, Inc.DATE: 3/14/2024OFFICE(S) or BRANCH(ES): San DiegoCOUNTY: San Diego

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

(1) Black or African-American

(5) Native Hawaiian or Pacific Islander

(2) Hispanic or Latino

(6) White

(3) Asian

(7) Other race/ethnicity; not falling into other groups

(4) American Indian or Alaska Native

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

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial	0	0	3	1	3	0	0	0	1	0	19	5	1	0
Professional	2	1	14	8	4	5	0	0	0	1	42	23	0	3
A&E, Science, Computer														
Technical	3	0	6	1	1	0	0	0	0	0	23	0	1	0
Sales														
Administrative Support	0	2	0	5	2	6	0	0	0	0	2	11	1	2
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column	5	3	23	15	10	11	0	0	1	1	86	39	3	5
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Grand Total All Employees

202

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

Disabled	0	0	0	0	0	1	0	0	0	0	3	1	0	0
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Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

## WORK FORCE REPORT – Page 2

NAME OF FIRM: Kleinfelder, Inc.DATE: 3/14/2024OFFICE(S) or BRANCH(ES): Los AngelesCOUNTY: Los Angeles

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

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

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

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial	0	0	4	1	1	0	0	0	0	0	8	2	0	0
Professional	3	1	16	5	10	5	0	0	1	1	36	16	4	1
A&E, Science, Computer														
Technical	0	0	9	2	0	0	1	0	0	0	12	1	1	0
Sales														
Administrative Support	0	2	5	5	0	1	0	0	0	0	0	5	0	1
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column	3	3	34	13	11	6	1	0	1	1	56	24	5	2
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Grand Total All Employees

160

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

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

Non-Profit Organizations Only:

Board of Directors															
Volunteers															
Artists															



## Work Force Report

### HISTORY

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

### WORK FORCE & BRANCH WORK FORCE REPORTS

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

### MANAGING OFFICE WORK FORCE

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

### TYPES OF WORK FORCE REPORTS:

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

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

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

### RACE/ETHNICITY CATEGORIES

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

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

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

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

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

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

**Exhibit A: Work Force Report Job categories-Administration**

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

**Management & Financial**

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

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

**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

**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

**Architecture & Engineering, Science, Computer**

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

**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

**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

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 participants 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**
AirX Utility Surveyors, Inc. 785 E. Mission Rd, Ste 100 San Marcos, CA 92069	Potholing Services	3.00%	SBE, WBE, WOBC, WBENC	CPUC, DGS, National Women's Business Enterprise
Belshire Environmental Services, Inc.dBa BESI 25971 Towne Centre Drive Foothill Ranch, CA 92610	Hazardous Waste Transport	0.0001%	WBE, SB	National Women's Business Enterprise, DGS
MBN Group Architects 11622 El Camino Real, Suite 100 San Diego, California 92130	Architectural Services	2.00%	ELBE	City of San Diego
Puzzullo Consulting 504 Machado Way, Vista, CA 92083	Cost Estimating	2.00%	ELBE	City of San Diego
Ross Engineering Group, Inc. 6354 Camino Corto, San Diego, CA 92120	Site Civil Engineering	9.00%	ELBE, MBE, DBE, 8(a)	City of San Diego Caltrans, CPUC
San Dieguito Engineering, Inc. 1911 Palomar Oaks Way, Suite 200 Carlsbad, CA 92008-1911	Survey Engineering	2.00%	SLBE, DBE, SB(Micro), MBE, WBE, WOSB	City of San Diego Caltrans, DGS, CPUC, Sam.gov
STC Traffic, Inc. 5973 Avenida Encinas, Ste 218 Carlsbad, CA 92008	Traffic Engineering	0.50%	SLBE, SB(Micro)	City of San Diego, DGS
Studio West Landscape Architecture & Planning 7185 Navajo Rd. #A San Diego, CA 92119	Landscape Architecture & Planning	2.00%	ELBE, WBE	City of San Diego, CPUC,
Tetra Tech 1230 Columbia St, Unit 1000 San Diego, CA 92101	Systems Integration	2.00%	--	--



Trussell Technologies 4350 Executive Dr. Suite 300 San Diego, CA 92121	Process Design	12.00%	SB	DGS
V&A Consulting Engineers, Inc. 11011 Via Frontera, Suite C San Diego, CA 92127	Flow Monitoring, Modeling, & Handling	2.00%	WBE, WOSM, SB	CPUC, DGS, WBE, WBENC (SBA), Sam.gov
Vic Salazar Enterprises, LLC dba Communications 5205 Kearny Villa Way #107 San Diego, CA 92123	Public Relations / Stakeholder Outreach	1.50%	ELBE, MBE, DBE, SB(Micro)	City of San Diego, DGS, CPUC, Caltrans

## 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.**\*\* Consultants shall indicate if Subcontractor is certified by one of the agencies listed in Section VII of the Equal Opportunity Contracting Progra (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
Potholing Services	333310	N	Y	\$159,744.36	3
Architectural Services	541310, 541340, 541410	Y	Y	\$106,496.24	2
Cost Estimating	541611	Y	Y	\$106,496.24	2
Site Civil Engineering	541330	Y	Y	\$479,233.08	9
Survey Engineering	541370, 541330	N	Y	\$106,496.24	2
Traffic Engineering	541330	Y	Y	\$53,248.12	0.5

# LIST OF WORK MADE AVAILABLE

ATTACHMENT DD

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
Landscape Architecture & Planning	541320	N	Y	\$106,496.24	2
Process Design	541330	Y	Y	\$638,977.44	12
Flow Monitoring, Modeling & Handling, Confined Space Entry	237990, 541490, 541990	N	Y	\$106,496.24	2
Public Relations/Stakeholder Outreach	541820	N	Y	\$79,872.18	1.5

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

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

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

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

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

[www.sandiego.gov/city-clerk/elections/eid/codes.shtml](http://www.sandiego.gov/city-clerk/elections/eid/codes.shtml)

Please fill out the entire "Disclosure Determination for Consultant" form, and have it signed by the appropriate authority. (Individuals with signing authority are described in your conflict of interest code as part of the disclosure requirement for Consultants.) Forward the original form to the City Clerk's Office, MS 2A.

## DISCLOSURE DETERMINATION FOR CONSULTANT

*\*Must be signed by department director, agency president or other individual authorized by the appropriate conflict of interest code regarding consultants.*

1. Department / Board / Commission / Agency Name: Engineering & Capital Projects Department
2. Name of Specific Consultant & Company: Kleinfelder Inc.
3. Address, City, State, ZIP 770 First Ave. Suite 400, San Diego, CA 92101
4. Project Title (as shown on 1472, "Request for Council Action") Design of Pure Water - Miramar Water Treatment Plant Residuals Redirection Project
5. Consultant Duties for Project: Design Professional is responsible for exercising appropriate level of engineering to advance the Planning Study, BCE, and Project Abstract to a complete and properly coordinated construction level document. Therefore, Design Professional will perform the engineering tasks for 30% Design, 60% Design, 100% Design, Final Design, environmental support, bid and award support, construction support, and closeout tasks.
6. Disclosure Determination [**select applicable disclosure requirement**]:
  - ☒ Consultant will not be "making a governmental decision" or "serving in a staff capacity." No disclosure required.
  - or -
  - ☐ Consultant will be "making a governmental decision" or "serving in a staff capacity." Consultant is required to file a Statement of Economic Interests with the City Clerk of the City of San Diego in a timely manner as required by law. [**Select consultant's disclosure category.**]
  - ☐ Full: Disclosure is required pursuant to the broadest disclosure category in the appropriate Conflict of Interest Code.
  - or -
  - ☐ Limited: Disclosure is required to a limited extent. [**List the specific economic interests the consultant is required to disclose.**]

By:

[Name/Title]\*

Assistant Director

[Date]

3/18/2025

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



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

### Section III

## SUPPLEMENTAL INFORMATION

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

(Please ensure to attach additional documentation as needed.)

(Supporting documentation attached: Yes ☐ No ☐)

## Section IV

## FINAL RATING

#### 4. OVERALL RATING

Consultant Rating	Excellent <input type="checkbox"/>	Satisfactory <input type="checkbox"/>	Unsatisfactory <input type="checkbox"/>
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## 5. AUTHORIZING SIGNATURES

5a. Project Manager \_\_\_\_\_

Name	Signature	Date
------	-----------	------

5b. Deputy Director \_\_\_\_\_

Name	Signature	Date

5c. Provided to Consultant			Date
	Name of Recipient	Signature	Date Provided
Consultant's Contact Information			

Consultant Concurrence\*: Yes ☐ No ☐

\*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:**

RFP for Civil Engineering Services for City of San Diego Design of Miramar Water Treatment Plan Residuals  
Redirection for the Public Utilities Department Contract Number H2426385-M

**B. BIDDER PROPOSER INFORMATION**

Kleinfelder, Inc.			
Legal Name		DBA	
770 First Avenue, Suite 400, San Diego, CA, 92101			
Street Address		City	State Zip
Art Garcia, PE, Project Manager		619-831-4594	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 San Diego, CA	Title/Position N/A
City and State of Residence 100% Owner of Kleinfelder, Inc.	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Simon Wong, PE, SE	Vice President
Name San Diego, CA	Title/Position N/A
City and State of Residence Principal-in-Charge, communicating or negotiating with City	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Erik Soderquist	Chief Financial Officer
Name Denver, CO	Title/Position N/A
City and State of Residence Senior Leadership Representative of Kleinfelder, Inc.	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Use Attachment "A" if additional pages are necessary.

**C. OWNERSHIP AND NAME CHANGES:**

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

☐ Yes ☒ No

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

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

☒ Yes ☐ No

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

**D. BUSINESS ORGANIZATION/STRUCTURE:**

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

☒ **Corporation**

Date incorporated:

04 / 20 / 1962

State of incorporation: California

List corporation's current officers:

President: Louis Armstrong (President / CFO)

Vice Pres.: Erik Soderquist (CFO)

Secretary: Scott Hillman (Secretary)

Treasurer: Jennifer Rios (Assistant Secretary)

Is your firm a publicly traded corporation? ☐ **Yes** ☒ **No**

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

N/A

☐ **Limited Liability Company**

Date formed:       /      /      

State of formation:                                 

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

N/A

☐ **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:  
Ivan Hoffman, PE | 619-533-5196

Contact Email:  
lhoffman@sandiego.gov

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

If **Yes**, use Attachment “A” to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

**I. WAGE COMPLIANCE:**

In the past five (5) years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local prevailing, minimum, or living wage laws?

☐ Yes ☒ No

If **Yes**, use Attachment “A” to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

**J. STATEMENT OF SUBCONTRACTORS:**

Please provide the names and information for all subcontractors used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment “A” if additional pages are necessary. If no subcontractors will be used, please check here ☐ Not Applicable.

Company Name: Please see Attachment A

---

Contact Name and Phone Number:

---

Contact Email:

---

Address:

---

Contract Date:

---

Sub-Contract Dollar Amount:

---

Requirements of Contract:

---

What portion of work will be assigned to this subcontractor:

---

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

If YES, Contractor must provide valid proof of certification with the response to

the bid or proposal. [See Attached](#)

**K. STATEMENT OF AVAILABLE EQUIPMENT:**

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

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

**L. TYPE OF SUBMISSION: This document is submitted as:**☒ Pledge of Compliance Initial submission.

OR

☐ Update to prior Pledge of Compliance dated \_\_\_\_/\_\_\_\_/\_\_\_\_**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  
Name and Title



Signature

March 28, 2024

Date



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

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

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

**C. Ownership and Name Changes:**

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

Prior to Kleinfelder, Mr. Soderquist was CEO/CFO of Tapa, LLC  
 101 W. Broadway, Suite 500  
 San Diego, CA 92101

Prior to Kleinfelder, Mr. Hillman was General Counsel of Langan Engineering  
 HEADQUARTERS:  
 300 Kimball Drive, 4th Floor  
 Parsippany, NJ 07054

**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

Print Name, Title



Signature

March 28, 2024

Date

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

**J. Statement of Subcontractors:** Please provide the names and information for all subcontractors used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City.

Company Name	Contact Name and Phone Number	Contact Email	Address	Contract Date	Sub-Contract Dollar Amount	Requirements of Contract	Portion of Work Assigned	Is the subcontractor a certified SLBE, ELBE, MBE, DBE DVBE, or OBE?
AirX Utility Surveyors, Inc.	Jen Harris-7604802348x101	estimating@airxus.com	785 E. Mission Rd. Ste 100 San Marcos, CA 92069	TBD	\$ 86,270	Potholing	3.00%	SBE,WBE,WBOC,WBENC
Belshire Environmental Services, Inc. dBa BESI	-Evelyn Rivera 9494605200	Evelyn.Rivera@belshire.com	25971 Towne Centre Drive Foothill Ranch, CA 92610	TBD	\$ 3,207	Environmental Services & Hazardous Waste Transport	0.0001%	WBE, SB
MBN Group, Inc.	Minh Nguyen 6198314553	mnguyen@mbngroup.net	11622 El Camino Real, Suite 100 San Diego, CA 92130	TBD	\$ 101,470	Architecture	2.00%	ELBE
Puzzullo Consulting	Jeff Puzzullo-760-533-3500	jpuzzullo@puzzullo.com	504 Machado Way Vista, CA 92083	TBD	\$ 121,920	Cost Estimating	2.00%	ELBE
Ross Engineering Group, Inc.	Ronald L. Ross, Jr., PE 6192004893	ron@ross.engineer	6354 Camino Corto San Diego, CA 92120	TBD	\$ 472,144	Civil Engineering	9.00%	ELBE/MBE/DBE
San Dieguito Engineering, Inc.	Annie S. Aguilar 8583451149	aaguilar@sdeinc.com	1911 Palomar Oaks Way, Suite 200, Carlsbad, CA 92008	TBD	\$ 40,873	Survey Engineering	2.00%	SLBE/DBE/SB (Micro)/ MBE/WBE
STC Traffic, Inc.	Jason Stack, TE, PTOE 7605854212	Jason.stack@stctrffic.com	5973 Avenida Encinas Suite 218 Carlsbad, CA 92008	TBD	\$ 26,742	Traffic Engineering	0.50%	SLBE
Studio West Landscape Architecture & Planning	Michelle M. Landis - 8585985085	mlandis@studiowest-land.com	7185 Navajo Rd. #A San Diego, Ca 92119	TBD	\$ 30,713	Landscaping Architecture & Planning	2.00%	ELBE, WBE
Tetra Tech	Glen Rozak - 8587400960	Glen.Rozak@Tetrattech.com	1230 Columbia St, Unit 1000 San Diego, Ca 92121	TBD	\$ 100,372	Systems Integration	2.00%	N/A
Trussell Technologies, Inc.	Shane Trussell 8583144134	shanet@trusselltech.com	224 N. Fair Oaks Ave Floor 2 Pasadena, CA 91103	TBD	\$ 517,210	Pilot Testing / Emerging Tech	12.00%	SB but not San Diego ELBE/SLBE certified
V&A Consulting Engineers, Inc.	Brian Briones- 8585760226	BBriones@vaengineering.com	V&A	TBD	\$ 97,142	Flow Monitoring & Odor Control Measurement	2.00%	WBE,WOSB,SB
Vic Salazar Enterprises, LLC dBa Vic Salazar Communications	Vic Salazar - 6195174744	vic@vicsalazar.com	5205 Kearny Villa Way #107 San Diego, CA 92123	TBD	\$ 96,600	Public Relations / Stakeholder Outreach	1.50%	ELBE, MBE, DBE, SB (Micro)

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



Signature

August 20, 2025

Name and Title  
Public Works Contracts – Contractor  
Standards Pledge of Compliance

Date

#68  
6/3/25

(O-2025-120)

ORDINANCE NUMBER O- 21968 (NEW SERIES)

DATE OF FINAL PASSAGE JUN 05 2025

AN ORDINANCE OF THE COUNCIL OF THE CITY OF  
SAN DIEGO APPROVING THE AGREEMENT WITH  
KLEINFELDER, INC. FOR THE DESIGN OF MIRAMAR  
WATER TREATMENT PLANT RESIDUALS REDIRECTION  
(H2426385-M) AND AUTHORIZING RELATED ACTIONS.

RECITALS

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

- A. The Pure Water Program will provide a safe, drought-resistant, locally controlled drinking water supply for San Diego (City).
- B. The new North City Pure Water Facility will have a production capacity of up to 34 million gallons per day of purified water to be conveyed to the Miramar Reservoir.
- C. Updates at the Miramar Water Treatment Plant (MWTP) are needed to accommodate the change to the reservoir level that is needed to achieve Pure Water's goals and address operational considerations at the MWTP.
- D. To support these efforts, the City needs professional engineering services for the design of the MWTP Residuals Redirection.
- E. In February 2024, the Public Utilities Department requested proposals to provide professional engineering services for the design of the MWTP Residuals Redirection. Based on qualifications demonstrated in the proposal and interview process, Kleinfelder Inc. was selected in accordance with Council Policy 300-07. The term of the Agreement with Kleinfelder, Inc. (Agreement) is six years and eight months for an amount not to exceed \$5,324,812.

F. The Office of the City Attorney prepared this Ordinance 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.

G. The Agreement is subject to San Diego Charter Section 99, which provides (subject to certain exceptions) that no contract, agreement, or obligation creating indebtedness and extending for a period of more than five years may be authorized except by an ordinance adopted by a two-thirds majority of the Council.

ACTION ITEMS

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

Section 1. The Council approves the Agreement.

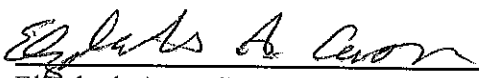
Section 2. The Mayor or designee is authorized, on the City's behalf, to sign the Agreement. When signed by both parties, the Agreement will be placed on file in the Office of the City Clerk as Document No. OO- **21968**.

Section 3. The Chief Financial Officer is authorized to expend an amount not to exceed \$5,324,812, of which \$5,034,138.76 is anticipated to be from CIP S-23012, Miramar WTP Residuals Redirection, Fund 700010, Water Utility CIP, and \$290,673.24 is anticipated to be from CIP A-JA.00001, Sewer Main Replacements (B-23069, Miramar WTP Residuals Redirection (S)), Fund 700008, Muni Sewer CIP but each fund will be used as appropriate based on the tasks issued under the Agreement contingent upon the adoption of the Annual Appropriation Ordinance for the applicable fiscal year, and contingent upon the Chief Financial Officer furnishing one or more certificates certifying that the funds necessary for expenditure are, or will be, on deposit with the City Treasurer.

Section 4. The Council dispenses with a full reading of this Ordinance before its passage because a written copy of this Ordinance was made available to the Council and the public before the date of its passage.

Section 5. This Ordinance will take effect and be in force on the thirtieth day from and after its final passage.

APPROVED: HEATHER FERBERT, City Attorney

By   
Elizabeth Anne Cason  
Lead Deputy City Attorney

EAC:lmj  
April 28, 2025  
Or.Dept: Public Utilities Department  
CC No.: 103655446  
Doc. No. 4039345

I certify that the Council of the City of San Diego adopted this Ordinance at a meeting held on  
JUN 03 2025.

DIANA J.S. FUENTES  
City Clerk

By   
Deputy City Clerk

Approved: 6/5/25  
(date)

  
TODD GLORIA, Mayor

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

\_\_\_\_\_  
TODD GLORIA, Mayor



The City of San Diego  
COMPTROLLER'S CERTIFICATE

CERTIFICATE OF UNALLOTTED BALANCE

ORIGINATING

CC 103655446/300017633  
DEPT. NO. 2000

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: \$4,300,000.00

Purpose: To authorize the appropriation of an amount not to exceed \$4,300,000 to provide professional engineering services for the Miramar Water Treatment Plant Residuals Redirection between the City of San Diego and Kleinfelder Inc (H2426385-M). Fund balance is reserved in the appropriate water utility operating fund 700011. Appropriations, if approved, will be in the respective CIP fund, 700010.

Date: March 26, 2025

By: Kripasagar Krishnaraj

COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA

Doc. Item	Funded Program	Fund	Grant Number	G/L Account	Functional Area	Business Area	Fund Center or Cost Center	Internal Order or WBS Element	Original Amount
1	S-23012	700011	NOT_RELEVANT GRANT	330081		9913	9913000011	S-23012	\$ 4,300,000.00
TOTAL AMOUNT									\$ 4,300,000.00

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: \$1,024,812.00

Vendor: KLEINFELDER INC

Purpose: To authorize the expenditure of funds not to exceed \$1,024,812 to KLEINFELDER INC for professional engineering services H2426385-M for Miramar Water Treatment Plant Residuals Redirection Project.

Date: March 26, 2025

By: Kripasagar Krishnaraj

COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA

Doc. Item	Funded Program	Fund	Grant Number	G/L Account	Functional Area	Business Area	Fund Center or Cost Center	Internal Order or WBS Element	Original Amount
1	S-23012	700010	NOT_RELEVANT GRANT	512034	OTHR-00000000-WU	2000	2000201212	S-23012.02.02	\$734,138.76
2	B-23069	700008	NOT_RELEVANT GRANT	512034	OTHR-00000000-SU	2000	2000181411	B-23069.02.02	\$290,673.24
TOTAL AMOUNT									\$1,024,812.00

CC-361 (REV 7-09)

FUND OVERRIDE ☐

CC 103655446/300017633

Passed by the Council of The City of San Diego on JUN 03 2025, 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 L. Foster III	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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 JUN 05 2025.

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 Kristell Medina, Deputy

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

MAY 13 2025

, and on JUN 05 2025.

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

(Seal)

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

By Kristell Medina, Deputy

Office of the City Clerk, San Diego, California

21968

Ordinance Number O-\_\_\_\_\_

Passed by the Council of The City of San Diego on June 3, 2025, by the following vote:

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

**NAYS:** NONE.

**NOT PRESENT:** CAMPBELL, FOSTER III.

**RECUSED:** 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 ORDINANCE NO. O-21968 (New Series) of The City of San Diego, California.

I FURTHER CERTIFY that said ordinance was not finally passed until twelve calendar days had elapsed between the day of its introduction and the day of its final passage, to wit, on May 13, 2025 and June 5, 2025.

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

**DIANA J.S. FUENTES**

City Clerk of The City of San Diego, California

(SEAL)

By: Linda Irvin, Deputy