

 ORIGINAL

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

FOR
DESIGN OF CIELO & WOODMAN PUMP STATION

CONTRACT NUMBER: H2526563-M

DOCUMENT NO. RP-316510
FILED NOV 21 2025
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

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CONSULTANT AGREEMENT EXHIBITS

Exhibit A - Scope of Services

Exhibit B - Compensation and Fee Schedule

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

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Exhibit F - Consultant Performance Evaluation Form

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**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 Cielo & Woodman Pump Station [Project].

RECITALS

The City wants to retain the services of a professional 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 Engineering & Capital Project is the contract administrator for this Agreement. The Consultant shall provide the Professional Services under the direction of a designated representative of the Engineering & Capital Project. 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 52 months; whichever is the earliest but not to exceed five years unless approved by City ordinance.

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

2.3 Notification of Delay. The 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 \$2,492,295. The compensation for the Scope of Services shall not exceed \$2,167,922 and the compensation for Additional Services (described in Section 3.2), if any, shall not exceed \$324,373.

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.

4.3.2 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.

4.3.5 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.

4.3.4.3 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.

4.4 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 EOCP Program Manager and Office of Labor

Standards & Enforcement (OLSE) Prevailing Wage Unit 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 Consultant 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 Consultant 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: Engineering & Capital Project, c/o Ramesis Bustamante, 525 B Street, Suite 600, San Diego, CA 92101, RWBustamante@sandiego.gov and notice to the Consultant shall be addressed to: Kleinfelder, Inc., Nick Fontaine, 770 First Avenue Ste 400, San Diego, CA 92101, nfontaine@kleinfelder.com

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

9.3 Non-Assignment. The 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 organization: Nick Fontaine, Aliza Danker, Art Garcia, Edward Matthews, Christina Nishimoto, Nick Cilic, Christopher Michalos [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.

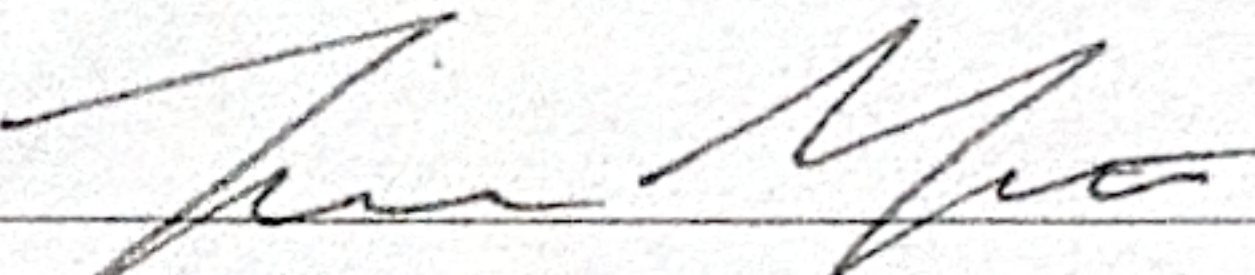
Nothing in this Agreement creates any obligation for the City to notify the Consultant or obtain the Consultant's approval or consent before releasing information subject to disclosure under the California Public Records Act.

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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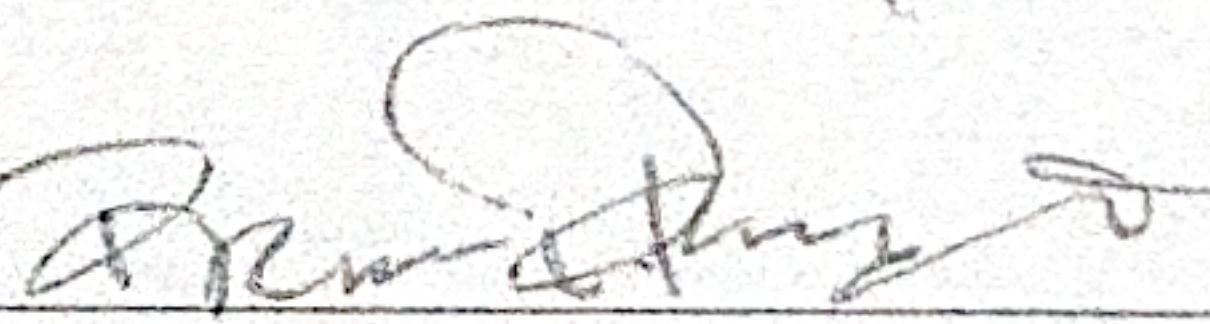
IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor, pursuant to **Resolution R-316510** authorizing such execution, and by the Consultant pursuant to Kleinfelder, Inc's signature authority document.

I HEREBY CERTIFY I can legally bind Kleinfelder, Inc and that I have read all of this Agreement, this 9th day of September, 2025.

By 
Thomas Minter


Dated this 30th day of December, 2025.

THE CITY OF SAN DIEGO
Mayor or Designee

By 
Berric Doringo
Deputy Director
Purchasing & Contracting

I HEREBY APPROVE the form of the foregoing Agreement this 6th day of January, 2026.

HEATHER FERBERT, City Attorney

By 
Bonny Hsu
Deputy City Attorney

CONSULTANT AGREEMENT EXHIBITS

SCOPE OF SERVICES

1.0 GENERAL

- 1.1 The Scope of Services defines the extent of the Consultant and the services to complete the work and documents specified herein for Design (Plans, Specifications & Estimate), assistance during the bidding and award stage, Construction Support, and As-built generation of "Cielo and Woodman Pump Station", herein referred to as "Project."

2.0 PROJECT DESCRIPTION

- 2.1 This Project was brought about due to the Cielo and Woodman Pump Station facility deteriorating and needing replacement. Built in 1961, the Cielo & Woodman Pump Station is an underground facility and serves the southern tier of the Paradise Mesa 610 HGL Zone. This pump station is located at 6599 Cielo Drive, San Diego CA 92114 at the southwest corner of Cielo Dr and Woodman St. The pump station is equipped with one constant speed pump rated at 2000 gpm with a 75 hp motor.
- 2.2 The Cielo & Woodman Pump Station works in conjunction with the Paradise Mesa Standpipe and three pressure regulating stations which are fed by San Diego County Water Authority connection #19.
- 2.3 Per the Alvarado Water Treatment Plant (WTP) Service Area Master Plan: Paradise Mesa Focus Area Report, the new Cielo and Woodman Pump Station will be the primary feed to the Paradise Mesa 610 Zone and will work in conjunction with the Paradise Mesa Standpipe. The existing Paradise Mesa #1 Pump Station will be demolished and the Paradise Mesa #2 Pump Station will remain as the backup pump station to the 610 Zone. The San Diego County Water Authority Connection #19 will be kept as a backup to the new pump station. The pump station facility will be designed to handle a minimum of 7.7 MGD (5,345 gpm), which is equal to 2020 CDM plus 833 gpm commercial fire flow. All the pumps in the station shall be designed to be able to switch to VFDs, shall be sized to work efficiently on both 536 HGL and 490 HGL Zones, and shall follow a first-in, first-out (FIFO) sequence. The dual suction to the pump will be connected to the new 48-inch Otay 2nd Pipeline via a 30-inch manifold. The discharge to the pump station will be connected to the new main along Cielo Dr.
- 2.4 The new design should provide the opportunity to install a dual suction header so that the station can operate in various modes. The proposed pump station shall discharge to the Paradise Mesa 610 HGL Zone. The Otay 2nd Pipeline will be the source of water for the pump station and, depending on valving configuration, should be able to receive water from the Otay Water Treatment Plant from the south or the Alvarado Water Treatment Plant from the north. The proposed Cielo and Woodman pump station shall be designed to replace the existing Paradise Mesa 1 Pump Station (to be demolished in the future) and the existing Cielo and Woodman Pump Station. Paradise Mesa 1 Pump Station takes all of its water from the Otay 490 HGL zone.
- 2.5 The scope includes professional design and construction support services (plans, specifications, engineering estimates, environmental reviews, and etc.) for the demolition and replacement/upgrade of the existing Cielo & Woodman Pump

EXHIBIT A

Station including all incidental design services such as environmental assessments, sitework (grading, concrete, and resurfacing), landscaping, community outreach, and appurtenant valve and piping. The design shall specifically include:

2.5.1 Demolition of the existing site which includes the following:

2.5.1.1 Chain Link/Barb Wire Fence.

2.5.1.2 Rectifier and Electrical Control Cabinet.

2.5.1.3 Below-ground single suction pump station (pump, valves, piping, electrical and instrumentation equipment, bollards, and CMU Pump vault enclosure).

2.5.1.4 Existing tree.

2.5.2 Construction of a new above-ground Cielo & Woodman Pump Station (CWPS) with the following requirements:

2.5.2.1 Shall have a dual suction header pump.

2.5.2.2 The system shall have configurations to be able to draw water simultaneously from both the Alvarado 536 HGL Zone and the Otay Mesa 490 HGL Zone or individually via the 48" Otay 2nd Pipeline:

a) Alvarado 536 HGL Zone Only: This will occur when the Paradise Mesa Standpipe is out of service and the Otay 490 HGL Zone is not available. The configuration shall satisfy fire flow to achieve maximum demand.

b) Otay 490 HGL Zone Only: This will occur during the lowest demand and when there is sufficient available suction pressure at the station.

c) Split: This will occur when there is a need to draw water from both Alvarado 536 HGL and Otay 490 HGL Zones simultaneously. Options to be evaluated by Consultant, but shall not be limited to just the following:

• 1st pump from 490 HGL at full speed and, if conditions allow, 2nd pump will also be called from 490 HGL at full speed. Two pumps shall be available at the 536 HGL Zone on VFD if needed to call for 3rd pump.

• If conditions do not allow for two pumps at the 490 HGL zone, the Consultant shall evaluate the sequencing if it can be 1st pump from 490 HGL and 2nd pump from 536 HGL zone on VFD to control the speed and match the 490 HGL pump.

a) Provide at least 7.8 MGD to be discharged to Paradise Mesa 610 HGL Pressure Zone.

b) Shall be optimized to work in conjunction with 65th & Herrick Pump Station, the new Paradise Mesa 2 Pump Station, and the existing Paradise Mesa Standpipe.

c) Shall optimize to max demand from the 490 HGL Zone.

You may refer to the original preliminary design and planning report for supplemental information. However, final scope outlined in this agreement shall supersede those mentioned in the previous reports. The Consultant shall clarify conflicts with the Project Manager before implementing.

https://drive.google.com/drive/folders/1u6pdtEQ8VO8HgUJdOOiIXvMd_FhPztOm?usp=sharing

3.0 PROJECT CONSIDERATIONS

Design stage will need to account for the following:

- 1) Confirm the demands and pressure assumptions from the City's planning report vs. field measurements and collected data.
- 2) Develop system envelope which covers all possible points of operation.
- 3) Perform hydraulic, geotechnical, and site space allocation analyses to determine if vertical turbine pumps are feasible for use at the Pump Station; this is the City's preference.
- 4) Perform surge analysis of the system and provide mitigation measures if necessary.
- 5) Provide analysis of fire flow requirements.
- 6) Provide narrative description of pump station operation, control strategy, and testing of the pump station during construction.
- 7) Provide operational control logic integrating the Cielo and Woodman Pump Station with existing operations.
- 8) Describe approach to be used during design to minimize community impact during construction.
- 9) Provide criteria and requirements to be incorporated in the detail design of pump station.
- 10) The pump station shall be designed in accordance with the latest version of the Water Facility Design Guidelines:
<https://www.sandiego.gov/sites/default/files/water-facility-design-guidelines-2021.pdf>
- 11) Site layout to include consideration of operating noise impacts per City of San Diego's Municipal Code, ventilation, building setback, and security fencing.
- 12) Design, Testing, SCADA signal verification, Operation and Public Utilities Department (PUD) Staff Training shall include close coordination with PUD's SCADA staff during design, start-up testing, and live testing stages. SCADA consideration will utilize the latest City design guidelines at the Design-Bid-Build stage. Consideration of SCADA override capability system in case of valve failure.

Testing scope shall include programming coordination for operation. The Consultant shall assess and provide details on what site access and testing monitoring will be needed.

TASK 1. PROJECT MANAGEMENT

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

Maintain communications between the City's Project Manager, Consultant's Project Manager, and design team. The Project Management shall include, but not be limited to, Design,

Bid/Award, and Construction Phase support. Prepare, circulate, and file correspondence, meeting minutes, memos, and task items as appropriate.

1.1 Project Schedule

Schedule shall include milestones for the following deliverables as outlined for BODR, 60%, 100%, and Final Design. Provide monthly progress reports ensuring all Project team action items are addressed in coordination with City Project Manager. The format of the final monthly progress report will be developed in coordination with the City's Project Manager. The report will be used by the City for briefings that may be required. The report shall be attached to the monthly progress invoice. The report contents include, but are not limited to:

- a) Schedule Information
- b) Percentage of individual task completion
- c) Budget Information
- d) Problems Encountered
- e) Out-of-Scope Authorizations
- f) Consultant Action Items
- g) City Actions
- h) Resolved Items and Resolution organized by issue

DELIVERABLES:

- Monthly updates of Consultant schedule (PDF)

1.2 Invoicing

Invoices shall include overall invoice cost, date submitted to and accepted by the Project Manager, a sequential invoicing number (starting from 1), City issued Purchase Order number, the contract number (H2526563-M) and period of service on the first page. Any tasks used as part of the "Additional Services" should be labeled and numbered (starting from #1) with the date approved by the City Project Manager. City Project Management Team to provide an invoice template to the consultant.

1.3 Meetings

Coordinate team meetings with City's Project Manager and representatives, Engineering & Capital Projects (E&CP), PUD, subconsultants, and permitting agencies necessary for the completion of design plans, specifications, and related services as specified in the Scope; document meetings through meeting minutes and include action items, responsible party or person, and expected finish per item. Meeting minutes shall be sent and submitted for review to the Project Manager within 1 week after the meeting has occurred. Per City Project Manager's request, attend Project related meetings including:

- a) Design kick-off meeting. The City will conduct one (1) design kick-off meeting and the Consultant's Project Manager and Project Engineer will attend the meeting. The Consultant will present its Project Schedule.
- b) Monthly Progress Meetings. The Consultant will lead recurring monthly progress meetings with Project Manager. Consultant's Project Manager, Project Engineer, and select sub-consultants (as-needed) will attend.
- c) Submittal Meetings. The Consultant will attend at least five (5) submittal review meetings to discuss review comments following the submittal. A review meeting will be

held after each of the BODR, 60% Design, 100% Design, and Final Design submittals.

- d) Operational Meetings. The Consultant will attend up to four (4) operations meetings to review various design issues after submittal. The Consultant shall respond to Water Operations comments in the comment form provided by the City.

1.4 Design Coordination

Coordination between nearby projects (such as Otay 2nd Pipeline Phase 1 and nearby transportation sidewalk installations) will be necessary during the design and construction phase to determine the exact connection points, street paving, and construction coordination.

This task also includes coordination and design interface that will be required with SDG&E and telecommunications provider for electrical power distribution, and facility security.

Construction staging for construction will be identified by the Contractor. A recommended staging location shall be included in the design documents by the Consultant during design. Construction easements for such staging areas or property use negotiations are the responsibility of the City. Work area limits will be identified on the plans.

Additionally, the Consultant will provide coordination and communications between the City Project Management staff and the Consultant staff with the goal of keeping the Project Team informed of the Project's progress on key issues and decisions. The Consultant shall inform the City of subconsultant activities and relay feedback from City staff.

The Consultant will coordinate with the Project Team in development of monthly progress reports to provide coordination and communications between its own Project Management Team and individual Task Managers of the various Project elements, activities, and tasks.

TASK 2. PRELIMINARY STUDIES

2.1 Survey Research

The City will provide available survey records for parcels and properties within the Project area. The Consultant will review records provided and identify properties or easements impacted by Project improvements. This Project is entirely within the City's right-of-way, City easements or on City-owned property per the Preliminary Engineering Report.

The City will provide aerial and field surveying for the Project area. The aerial topographic survey and base survey map will be provided to the Consultant in AutoCAD format and in accordance with City standards. It is assumed the mapping received from the City will be complete and in ready to use condition.

2.1.1 Utility Research and Mapping

The Consultant will provide utility investigations and potholing of critical utilities within the Project area as described below.

2.1.2 Utility As-Built Records

The City has provided available as-built drawings in PDF format. The Consultant will review as-built drawings provided and identify additional areas or utility records needed within the Project limits. Consultant will coordinate requests to obtain additional as-built records from the City.

2.1.3 Franchise Utilities

The Consultant will prepare and send letters to private franchise utility companies requesting mapping of their facilities within the Project area. Franchise utility mapping received will be incorporated into the base map.

2.1.4 Site Visits

The Consultant will conduct up to one (1) visit to verify existing utilities, identify those that require potholing, and observing other Project features.

2.1.5 Potholing

The Consultant's qualified subconsultant will perform up to five (5) potholes for purposes of locating and determining size and depth of existing utilities. The potholes will be excavated using non-disruptive air/vacuum method. The potholes will be backfilled in accordance with the latest Street Preservation Ordinance Memo (Nov 30, 2023) and latest Standard Drawings (SDG-123). Each pothole location will be marked with a PK nail, paint, or stake for survey locating. The pothole subconsultant will coordinate with USA DigAlert for local utility information and mark out, follow-up with identified utilities and mapping prior to finalizing the pothole locations. The potholing subconsultant will obtain necessary encroachment and traffic permits for subsurface investigations. The potholing subconsultant will develop non-engineered traffic control plans and provide traffic control measures during potholing operations. The results of potholing activities will be provided in a pothole utility report. Should hazardous materials be encountered, Consultant will contact the City if such work is necessary. All transport of hazardous waste shall be performed by the City of San Diego's on-call hazardous materials testing vendor. Services will be provided through design phase only.

Permit and agency fees will be paid by the City.

DELIVERABLES

- (1) Electronic copy of Encroachment Permits
- (1) Electronic copy of Pothole Utility Report

2.1.6 Mapping

The Consultant will develop a Base Map using as-built records, franchise utility mapping, topographic data, existing survey data, and field pothole and GRP scanning data collected. The base map will be referenced into the design drawings. Consultant will verify site conditions, property boundaries, and setbacks then create a digital base map to be used for all plans, reports, and exhibits in accordance with the Citywide CADD Standards 2018 edition or most recent edition.

2.2 Geotechnical Investigation

In August 2021, Kleinfelder provided a Geotechnical Investigation Report for the Project prepared in general conformance with the 2019 California Building Code (CBC), the current code at the time of that report. However, the Project will be designed in accordance with the 2025 CBC; therefore, the Consultant will provide an addendum letter addressing the portions of the 2021 Geotechnical Report requiring updating to conform to the new code, including updating seismic design parameters. Additionally, it is the City's understanding that the retaining walls on the west side of the Project may change configuration which will require a new global stability analysis. Work for this Task includes the following:

- Update seismic parameters in conformance with the 2025 CBC;
- Update the retaining wall global stability analysis for the proposed wall configuration;
- Consultant shall prepare an addendum to the 2021 Geotechnical Investigation Report for updates associated with the code change.

- Consultant will provide a draft addendum letter to the City for review. Upon receipt of review comments from the City, Kleinfelder will finalize and submit the addendum letter to the City.

DELIVERABLES

- (1) Electronic copy of Draft Geotechnical Addendum
- (1) Electronic copy of Final Geotechnical Addendum

2.3 (NOT USED)

2.4 Coatings

The Consultant will update the Soil Corrosivity Report prepared by V&A Engineering in October 2021. The report will include the engineers interpretation and analysis of the soil resistivity and chemical analysis. The degree of corrosivity of the soil will be discussed with respect to ductile iron, steel, and concrete. Recommendations will be made for corrosion control of the proposed material options, including whether a cathodic protection system or corrosion monitoring system is recommended and protective coating requirements. If a cathodic protection system is recommended, the preliminary cathodic protection requirements will be provided in the report. A draft electronic copy of the report will be submitted for review. Comments will be incorporated, and a final electronic copy will be issued.

TASK 3. PERMITTING

The Consultant will provide materials for permit submittal packages, arrange meetings, and coordinate correspondence for obtaining the permits and permissions.

3.1 County Air Pollution Control District and County Hazardous Materials Division

The Consultant will provide support and information for County Application for the emergency generator through County Air Pollution Control District and County Hazardous Materials Division.

3.2 Environmental Design

The design of the Project will be in accordance with current applicable laws, regulations and codes, and professional standards of practice established by the City. At this time, the City anticipates issuing a Notice of Exemption to the CEQA document which will be issued by City staff. Design Professional may be asked for informational support/assistance.

3.2.1 Noise Study

The Consultant or subconsultant will provide background data, manufacturer information, equipment specifications, material recommendations, and detailed plans as necessary to assess existing ambient, operating, and construction noise and to assess the new facility including the outdoor sound transmission of the long-term operation of the Cielo and Woodman Pump Station (including the SDG&E transformer and emergency generator). The Consultant or subconsultant will coordinate with PM, EPS, and the Development Services Department to meet current Noise Ordinances and provide an approved noise study. Include consultation and quality assurance of deliverables, 2 rounds of addressing review comments, meetings (site, in-person, virtual), and administration and management of subconsultant invoices and subcontracts, as applicable.

This scope of work assumes that the noise considerations from the previously prepared 60% design will remain largely unchanged, with minor changes to the Cielo and Wooman Pump Station footprint but no additional noise sources will be added.

- Proposed emergency generator will receive an “exemption” from the noise ordinance requirements. Consultant will support the City in this effort by preparing documentation and participating in meetings as needed to obtain this exception in writing.
- Previously prepared noise models will be utilized
- The previously prepared noise study will be reviewed and updated to reflect minor changes to the site and updates to the municipal code, if any, since the previous submittal.

In support of the ongoing design, Consultant will update the most recent facility noise study to current conditions and considerations. It is assumed the CEQA exemption emergency status of the San Diego noise ordinance will be fully resolved before detailed design begins. Operational scenario will consider operating pumps, compressor and HVAC (fans and AC). If an emergency scenario is required, the operating and emergency generator will be included.

DELIVERABLES:

- Electronic copy of Draft Noise Study
- Electronic copy of Final Noise Study

TASK 4. BASIS OF DESIGN REPORT (BODR) SUBMITTAL

The Consultant shall develop a Basis of Design Report of the Project for the City's formal review and comment at preliminary design level. The BODR shall include references to City standards, City and regulatory agency requirements for design, and design calculations required for the project. The Consultant shall set up a review discussion meeting to discuss BODR findings and shall address all comments. BODR must be officially accepted prior to proceeding with 60% Design. Assume one (1) discussion meeting in accordance with **Task 1.3 Meetings** and one (1) round of comments.

Design submittals will be in accordance with City of San Diego Engineering Documents & References located at <https://www.sandiego.gov/ecp/edocref>. At minimum, design submittals will be in accordance with the latest editions of following currently published standards:

- 2021 Whitebook
- 2021 Greenbook
- 2021 City of San Diego Standard Drawings
- 2021 Water Department Design Guidelines and Standards
- 2018 CADD Standards
- 2023 Water Pump Station Testing and Commissioning Requirements
- California MUTCD.
- 2025 California Building Code

4.1 BODR/Technical Memo

The Consultant will create a Preliminary BODR in order to convey fundamental design criteria and preliminary pump station facility concepts.

4.1.1 Hydraulic Analysis

Provide evaluation and analysis of the existing system for the facility. Evaluate current demands and perform hydraulic modeling to determine key pump station design elements. Perform analysis of proposed design:

- a) Provide valve operating parameters.
- b) Conduct a hydraulic study to verify the Cielo and Woodman Pump Station will perform as designed.
- c) Analyze flow scenarios under the expected ranges of flow.
- d) Evaluate Fire Flow requirements.

Consultant shall coordinate with the City to obtain an EPANET file or files from the City's Synergi water distribution model that will be imported into either WaterGEMS or InfoWater to perform steady state hydraulic modeling.

The hydraulic model will be used to develop system curves for the Project considering minimum and maximum operating pressures at maximum daily demands plus fire flow. It will be assumed that the City's existing Synergi model is calibrated, and model calibration is not required prior to steady state hydraulic analysis. The City will provide output results from the Synergi model for comparison with the WaterGEMS or InfoWater model to ensure the export/import process worked correctly.

4.1.2 Transient Analysis

Provide transient analysis to determine if certain design elements, like on-site surge mitigation measures/surge tanks, will be necessary. Research and determine if any pressure spikes would occur during normal or emergency operations.

Consultant shall perform a hydraulic transient analysis for the Project and for the candidate pump performance curves to determine pump selection. Prior to performing the transient analysis, Consultant will establish minimum and maximum transient pressure requirements for the existing pressure zone system. Typically, the maximum pressure is limited to the maximum working pressure of the system plus surge allowance of the existing piping. For a potable water system, the minimum acceptable pressure should remain positive to prevent potential contaminant intrusion into the system.

The transient analysis will utilize the steady state hydraulic model and the software's transient engine to perform the surge analysis evaluating surge conditions in the system due to uncontrolled pump shutdown (power failure) with all duty pumps operating at full speed conveying the maximum design flow. Minimum and maximum system boundary conditions will be evaluated to determine the maximum potential transient conditions within the system.

Results will provide baseline transient conditions to verify the need for surge protection, and if required, evaluate and recommend surge mitigation devices to control transients within the system to acceptable pressures.

4.1.3 Basis of Design

Provide evaluation and analysis of your proposed basis of design by providing approach concepts for the following elements:

- a) Mechanical/Pump Station Layout
- b) Pump, Crane, and Piping Selection
- c) Civil Site Work

- d) Landscaping
- e) Structural (update seismic design parameters for 2025 CBC)
- f) Architectural
- g) HVAC
- h) Plumbing
- i) Corrosion/Cathodic Protection
- j) Electrical
- k) Site Security
- l) Instrumentation and Control/SCADA

4.1.4 Geotechnical Investigation

Support BODR using elements required from Task 2.

4.1.5 Environmental and Permitting Constraints

Support BODR using elements required from Task 3.

4.2 BODR Design Drawings

The Consultant will develop Preliminary BODR Design Drawings as described below. Design drawings will be provided in PDF format. Design drawings shall supplement the Technical Memo and shall, at minimum, include the following:

4.2.1 General Drawings

General drawings will include cover sheet, sheet index, vicinity map, notes and legends, and title block.

4.2.2 Demolition, Abandonment, and Easement Plan

Drawings will show limits of demolition and abandonment, and location of existing easements, when applicable.

4.2.3 Site and Yard Piping Plan

Drawings will show proposed layout and connection to the existing pipe system.

4.2.4 Mechanical Drawings

Drawings will show general arrangement layout of major equipment completed, All major equipment, pipe sizes, work clearances, equipment spacing, and access shown, system flow diagrams complete.

4.2.5 Facility/ Architectural Concepts

4.2.6 Piping and Instrumentation Diagram

Drawings will show general control philosophy, type of instrumentation, control philosophy, all primary and secondary control devices (elements, transmitters), all instrumentation (primary, secondary, panel and computers) shown but not tagged, area designated drawing and equipment numbering system.

4.3 BODR Engineer's Estimate of Probable Cost

The Consultant will prepare a construction cost estimate in excel file following the same format as the City's latest Master Bid List. Sample format can be provided upon request to Project Manager.

4.4 Quality Control Review

Independent reviewers will perform quality control reviews in accordance with the QMP of the BODR. QC documentation will be provided to the City upon request.

DELIVERABLES

- BODR Technical Memo and Appendices - DRAFT (PDF)
 - BODR Preliminary Design Drawings (PDF)
 - BODR Preliminary Design Calculations (PDF)
 - BODR Preliminary Engineering Cost Estimate (PDF)
- BODR Technical Memo and Appendices - FINAL (PDF)
 - BODR Preliminary Design Drawings (PDF)
 - BODR Preliminary Design Calculations (PDF)
 - BODR Preliminary Engineering Cost Estimate (PDF)
- BODR City Review Comment Response Log

TASK 5 30% DESIGN SUBMITTAL – NOT USED

The scope of work bypasses the 30% design submittal and moves from the BODR to 60% Design.

TASK 6. 60% DESIGN SUBMITTAL

The Consultant will advance the BODR to 60% design level and will incorporate agreed-upon City comments from the BODR review.

The City will provide comments on the 60% Design submittal to be incorporated in the next design phase.

DELIVERABLES

- 60% Design Drawings
- 60% Technical Specifications
- Recommended Testing Procedures for Facility Startup Testing and Pump Station Commissioning
- 60% Engineer's Estimate of Probable Cost
- Preliminary Title 24 forms (PDF)
- 3D Rendering of the Pump Station

6.1 60% Design Drawings

Design drawings will be provided in PDF and AutoCAD format.

Up to Four (4) Full Size Hardcopy Plan Sets shall be submitted. Survey, alignment, and other design files in approved format may also be required as part of the Survey Plan Check deliverables at 60% Design. Estimate about 80 sheets.

6.1.1 60% General Drawings

General drawings will include title sheet, sheet index, key map, notes and legends.

6.1.2 60% Demolition, Abandonment, and Easement Plan

Drawings will show limits of demolition and abandonment along alignment and location of existing and proposed easements.

6.1.3 Civil Drawings

Drawings will show proposed sitework, grading and paving plans, yard piping including plan and profile sheets. Plan view drawings shall also show existing survey monumentation as well as proposed pedestrian and curb ramps adjacent to construction limits. Provide enlarged view of details for each ramp with new ramp type and modifications as required by City's ADA staff. Plan view drawings shall show any proposed limits of street resurfacing in accordance with the latest Street Preservation Ordinance Memo issued Nov 30, 2023.

6.1.4 60% Landscape Drawings

Drawings will show proposed irrigation and planting plan and detail sheets.

6.1.5 60% Architectural Drawings

Drawings will show building floor, roof, and Reflected Ceiling Plan (RCP), Door, Window, and Finish schedules, building elevations, sections, and other architectural details. Design shall be in accordance with the latest Building Codes.

6.1.6 60% Structural Drawings

Drawings will show proposed foundation plan, roof framing, bridge crane framing, and detail sheets.

6.1.7 60% Mechanical Drawings

6.1.8 60% HVAC Drawings

6.1.9 60% Electrical Drawings

Drawings will show power block diagrams, single-line diagrams and motor control diagrams, power and control layouts, panel, duck-bank, pull box, and cable/conduit schedules, electrical equipment elevations, lighting plans, and grounding plans, emergency generator, and other detail sheets.

6.1.10 60% Instrumental Drawings

Drawings will show Cielo and Woodman Pump Station P&ID and tag numbers, process control strategies, and panel layout.

6.1.11 60% Cathodic Protection Drawings

Drawings showing corrosion protection details and locations.

6.1.12 60% Security System Drawings

6.1.13 3D Rendering of the Pump Station

3D rendering of the pump station's architectural, mechanical, and instrumentation layout at 60% submittal.

6.1.14 BMP Drawings (if needed)

Consultant shall analyze storm water quality requirements and implement BMP sheets and green street BMPs for new sidewalk in ROW if needed.

6.2 60% Technical Specifications

Technical specifications will be submitted in Word adopting uniform format and section structure that conforms to and integrates with the Greenbook and Whitebook specifications. All references in specifications shall refer to applicable and in use provisions. Technical specifications shall be in accordance with PUD's 2023 Water Pump Station Testing and Commissioning Requirements.

6.2.1 The Design Professional shall provide Recommended Testing Procedures for Facility Startup Testing and Pump Station Commissioning. A drawing detail of any additional temporary pipe shall be included and should also verify if water can be put back into distribution system with minimum water usage/waste. Procedures shall also include any material and/or labor to install any temporary plumbing or appurtenances needed for the Contractor to complete the testing.

6.3 60% Engineer's Estimate of Probable Cost

Engineer's estimate of probable cost will be submitted in Master Bid List Format.

6.4 (NOT USED)

6.5 (NOT USED)

6.6 60% Quality Control Review

Consultant will perform quality control reviews in accordance with the QMP of the 60% Design. QC documentation will be provided to the City upon request.

6.7 Facility Startup Testing Plan

Consultant shall provide the test plan requirements, using the City's latest testing plan template, to include, but not limited to, Functional Testing, 14-Day Start-Up Testing, pump efficiency testing, and any other testing required to confirm that the Consultant's intended design has been met, and all PUD requirements met. A copy of the testing template will be provided by City's Project Management team during design. Consultant to provide recommended 'Facility Startup Testing' procedures to the Contractor to simulate actual operating conditions of the pumping equipment. Recommended testing procedures shall also include an estimate of required materials for the Contractor to install any temporary plumbing or appurtenances needed to complete the testing. Figures and schematics of any temporary piping and connections shall be included (Consultant will also verify if water can be put back into distribution system with minimum water usage/wastage).

Consultant's testing plan shall be reviewed by the City and provided to the Contractor as reference to aid in the development of the final testing plan. The final testing plan will be submitted by the Contractor prior to the start of testing and shall be in accordance with City's pump station testing template. The Contractor has the option to use the Consultant's recommended testing procedures. The Contractor shall be ultimately responsible to provide an approved Facility Startup Testing plan and Commissioning plan that covers all components of the facility and shall demonstrate satisfactory operation over the full operating range of all systems.

TASK 7. 100% DESIGN SUBMITTAL

The Consultant will advance the 60% design to 100% design level. The 100% Design shall be fully complete in details and notes. The 100% Design will fulfill the design requirements and standards as specified by Public Utilities Department and Engineering and Capital Projects Department and other agencies involved in this Project. Consultant will incorporate agreed-upon City comments from the 60% Submittal review. Consultant will provide written responses to the City's 60% Design review comments on form provided by the City. Consultant will demonstrate prior comments have been satisfied prior to next design phase. The City will make final comments of the 100% Design submittal to be incorporated in the Final Design.

DSD coordination is included in stage and shall include coordination with all relevant DSD reviewing disciplines and all the review cycles such that the Contractor can obtain the building permit.

DELIVERABLES

- 100% Design Drawings
- 100% Technical Specifications
- 100% Engineer's Estimate of Probable Cost
- Response to 60% Comments
- Suggested Construction Sequencing Plan
- Signed Title 24 forms

7.1 100% Design Drawings

Design drawings will be provided in PDF and AutoCAD format. Survey, alignment, and other design files in approved format may also be required as part of the Survey Plan Check deliverables at 100% Design. Hardcopies will be required for the following:

- a) Five (5) Full Size Plan Sets
- b) Three (3) additional Full Size Plan Sets, if needed.

7.2 100% Technical Specifications

Technical specifications will be submitted in Word adopting uniform format and section structure that conforms to and integrates with the Greenbook and Whitebook specifications and has incorporated elements from PUD's 2023 Water Pump Station Testing and Commissioning Requirements.

7.2.1 The Design Professional's provided Recommended Testing Procedures for Facility Startup Testing and Pump Station Commissioning shall be included as an appendix.

7.3 100% Engineer's Estimate of Probable Cost

Consultant's Engineer's estimate of probable cost will be submitted in Master Bid List Format.

7.4 Response to 60% Comments

Consultant will provide written responses to the City's 60% Design review comments on form approved by the City. Consultant will demonstrate prior comments have been satisfied prior to next design phase.

7.5 Right of Entry Permit Packages (NOT USED)**7.6 Construction Impact Planning**

The Design Professional will work with the City to identify impacts and considerations for existing utilities, roadways, access routes, and the water distribution system during the construction phase of the Project. Coordination with key stakeholders—including City Operations and the Engineering & Capital Projects Department—will be conducted via a workshop. Workshop outcomes will be documented through meeting minutes. Workshop conclusions may trigger slight modifications to the final design documents by the design engineer – re-work or new out of scope work resulting from this exercise may trigger the use of additional services or a change to the contract.

7.7 100% Quality Control Review

Consultant will perform a quality control reviews in accordance with the QMP of the 100% Design. QC documentation will be provided to the City upon request.

TASK 8. FINAL DESIGN SUBMITTAL

The Consultant will advance the 100% design to Final design level. The Final Design is fully complete in aspects and considered at final design and bid-ready. Consultant shall incorporate City review comments from the 100% Submittal. The Consultant will submit the Final Design and Specifications for cursory review. Consultant's in-house review comments and City review comments and open issues shall be addressed and resolved prior to submittal of these documents.

DELIVERABLES

- Final Design Drawings
- Final Technical Specifications
- Final Engineer's Estimate of Probable Cost
- Final Response to Comments
- Constructability Review Memo

8.1 Final Design Drawings

Design drawings will be provided in PDF and AutoCAD format. Hardcopies MAY be required for the following for resubmittal:

Five (5) Full Size Plan Sets.

8.2 Final Technical Specifications

Technical specifications will be submitted in Word adopting uniform format and section structure that conforms to and integrates with the Greenbook and Whitebook specifications, when required.

8.3 Final Engineer's Estimate of Probable Cost

Consultant's Engineer's estimate of probable cost will be submitted in Master Bid List Format.

8.4 Final Response to Comments

Consultant will provide written responses to the City's Final Design review comments on form provided by the City. Consultant will demonstrate prior comments have been satisfied prior to next design phase.

8.5 Final Quality Control Review

Consultant will perform a quality control reviews in accordance with the QMP of the 100% Design. QC documentation will be provided to the City upon request.

TASK 9. BID AND AWARD

The Consultant will provide technical support to the City during the bidding and award phase of the construction packages identified in Design, Scope of Services for the design, bid, and construction of the Project.

Consultant will respond up to one hundred (100) design-related technical questions from potential bidders and suppliers on the Contract Documents. Responses will be routed through the City's contracting division.

Consultant will prepare up to three (3) addenda to contract documents and revise the drawings as necessary for the addenda. The Consultant will assist in preparing the necessary technical addenda to the contract documents. The Consultant will prepare or revise the drawings required for the addenda.

The bid, advertisement, and award phase is estimated to last approximately six (6) months.

TASK 10. CONSTRUCTION SUPPORT

The Consultant shall provide technical support to the Construction Manager (City) during the construction phase of the Project, as described in the tasks herein.

10.1 Construction Meetings

a) Pre-Pre-Construction Meeting.

The Consultant Project Manager will attend one (1) meeting to prepare City field staff with key discussion points that will be explained to the Contractor in the Pre-Construction Meeting.

b) Pre-Construction Meeting.

The Consultant's Project Manager will attend one (1) meeting and participate in the pre-construction conference including a Project site visit.

c) Construction Progress Meetings.

Based on the estimated field construction duration, the Consultant will attend an estimated sixty (60) Construction Progress Meetings. Review construction progress and assist the Project Manager, as requested (assume 2 meetings each month).

10.2 Contractor Submittal Reviews

a) The Consultant shall review the Contractor's submittals (assume 150) for conformance to the Contract Documents. The Consultant shall review each submittal for conformance with design intent, materials application, design configuration, and overall compatibility with the facility's intended use. The Consultant will review submittals, except the submittals that are per the City of San Diego AML, which will be approved by City staff.

b) The Consultant shall review and evaluate Requests for Substitution, including or equal submissions on shop drawings. The Consultant shall provide a written approval or disapproval for a substitution request.

10.3 Requests for Information / Clarification (RFIs / RFCs)

The Consultant shall receive each written request for information or clarification (RFI/RFC) from the Contractor, review the request and the appropriate sections/drawings of the technical documents, and prepare a written response to the Contractor (assume 100 RFI/RFCs).

10.4 Change Order Preparation Assistance

The Consultant may be required to assist the Construction Manager in preparing, reviewing, and recommending resolutions to some of the complex proposed construction change orders (assume 5).

10.5 Construction Time

The construction phase is estimated to last 32 months.

TASK 11. POST CONSTRUCTION SUPPORT SERVICES

11.1 Functional Testing and the Start-Up Testing Support

The Consultant shall assist the Construction Manager in participating and witnessing the Functional Testing and the Start-Up Testing in accordance with the approved testing procedures.

DELIVERABLES:

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

11.2 Record Drawings

The Consultant will update the original Contract Documents based on information (RFIs, DCs, COs, Redlines) received from the Contractor through the Construction Manager and create the Record Drawings. The Consultant shall follow City standards for As-built Mylar Drawings.

TASK 12. ADDITIONAL SERVICES

This allowance will cover additional engineering services needed to address activities and needs as they become apparent during the course of performing the project. The additional services will not be undertaken by the Consultant without prior authorization by the City. The fees and description of any additional engineering service will be provided to the City for approval and authorization.

12.1 Additional Potholing

Provide an allowance of up to five (5) additional potholes in accordance with **Task 2.2.4 Potholing**.

12.2 Additional Soil Boring

Consultant understands that the proposed site improvements may be altered from the improvements identified in the 2021 Geotechnical Investigation Report prepared by Kleinfelder, including a potential new configuration for the proposed retaining wall on the west side of the site. Supplemental geotechnical borings may be required if those unforeseen changes occur during design. This task addresses this and will include drilling two additional geotechnical borings in the area behind the proposed retaining wall, laboratory testing of soil samples, and providing findings and updated recommendations in the addendum letter to the Geotechnical Investigation Report prepared as part of **Task 2.4**.

Furthermore, it is not currently known if infiltration testing will be needed at the site for design of stormwater best management practice (BMP) systems. In the event that infiltration testing and an infiltration feasibility study (in terms of geotechnical feasibility) is required, a scope and fee has been provided for this service.

Consultant's scope of work for Task 12.2 for the additional geotechnical borings, infiltration testing and feasibility study, and associated engineering analyses and reporting will include the following tasks:

12.2.1 Additional Geotechnical Borings

Mark locations of proposed borings and evaluate locations of existing underground utilities with underground Service Alert (USA). In addition, a private utility locator will be contracted to clear each boring location;

Drill and log up to two borings to a maximum depth of approximately 20 feet below current site grade, or effective refusal, whichever occurs first, using a truck-mounted, hollow-stem auger drill rig;

Borings less than 20 feet do not require a DEH permit; therefore, the soil cuttings will be used to backfill the borings. Any remaining cuttings will be spread on the site after completion of the borings. If borings are required to extend deeper and/or a DEH permit is required, this will be an additional fee.

12.2.2 Stormwater Infiltration Testing

Perform two borehole percolation tests in the vicinity of the proposed stormwater BMP to an anticipated depth of 5 feet below ground surface (bgs). Testing will be performed in conformance with the 2024 City of San Diego Stormwater Standards Manual.

As required by the City Stormwater Standards, another boring extending to 10 feet bgs will be required in the vicinity of the percolation tests to characterize the soils underlying the test depth for infiltration testing.

12.2.3 Laboratory Testing

Consultant will conduct laboratory tests on select soil samples obtained from the additional borings. These tests will be conducted in general accordance with ASTM or other approved methods and are anticipated to include: moisture & density, Atterberg limits, direct shear, sieve analysis, and expansion index testing. The types of number of proposed laboratory tests are subject to change based on the conditions encountered in the borings.

12.2.4 Engineering Analysis and Addendum Letter Preparation

Based on the results of the additional field investigation and infiltration testing, Consultant will perform additional engineering analysis based on the current proposed site improvements and provide the results of our investigation and analyses in an addendum letter to the previous geotechnical report. The addendum letter is anticipated to include the following:

- Updated Exploration Location Plan and Cross-Sections with approximate locations of the additional borings and the revised design;
- Boring logs for the additional geotechnical borings;
- Laboratory test results on samples from the additional borings;
- Results of the field percolation tests and geotechnical infiltration feasibility worksheets per the 2024 City of San Diego Stormwater Standards Manual; and
- Updated global stability analyses and recommendations for design of retaining walls.

DELIVERABLES

- Addendum Letter to Geotechnical Investigation Report

12.3 Additional Basis of Design Report Services

Provide an allowance of up to two (2) additional discussion meetings and up to one additional rounds of new comments separate from the initial submittal review comments outlined in **Task 4 Basis of Design Report (BODR) Submittal**. The Consultant may also be required to perform additional supplemental hydraulic analyses and provide additional comparison and risk matrices in the BODR. Provide an allowance of up to one addenda to the original BODR.

12.4 Additional Service for Public Relations

The Project may require coordination with the community, private property owners, and business groups. Other community groups may be identified during the design process that will require coordination by the Consultant. The Consultant will have a public information officer (PIO) dedicated to the Project from design commencement to the start of construction.

12.4.1 Public Relations Coordination

The PIO will provide public relations coordination with the Project Manager and Consultant through the start of construction. The PIO will work closely with the Project Manager to schedule meetings, appointments, and presentations. The PIO will coordinate and provide meeting documents, presentations, handouts, and collateral. The PIO will coordinate draft written responses to the community with City staff prior to sending formal responses. The PIO will be responsible for handling Project-related inquiries and will coordinate with the City as needed to provide accurate responses. The PIO will attend up to three (3) project design meetings with the team to provide updates on public relation services.

12.4.2 Outreach Development

The City may conduct one (1) outreach kick-off meeting and the Consultant's Project Manager and PIO will attend the meeting. The outreach kick-off meeting will be held to develop a common understanding of outreach needs and goals. The Consultant will then work with City staff and the PIO to develop a draft key stakeholders list for City review and approval.

DELIVERABLES

- Draft Key Stakeholder List

12.4.3 Design Presentation Letter

Up to two (2) rounds of community meetings may be held. The first meeting will be scheduled during the 60% Design stage. The second meeting may be scheduled during the 100% Design stage. The Consultant will work with City staff and the PIO to develop the design presentation letter. The PIO will mail a letter describing the Project scope, schedule, budget, benefits, and a summary of the anticipated impact. The letter will ask the community planning groups, boards, committees, and other key Project stakeholders if they would like a Project presentation.

DELIVERABLES

- Design Presentation Letter

12.4.4 60% Design Presentation

Public presentations may be scheduled during the 60% Design stage. The Consultant will work with City staff and the PIO to develop a design presentation to introduce the Project to the public. Feedback from public presentations will be incorporated into the final conceptual layout. The public presentations will be an opportunity for the Project team to learn and understand the

public's issues concerning the Project. The PIO will be responsible for presentation collateral including fact sheets and displays. The Consultant and PIO will attend up to one (1) public presentation at the 60% Design stage.

DELIVERABLES

- 60% Design Presentation
- Presentation Collateral

12.4.5 Follow-up Letter

If a 60% presentation was presented, the PIO will mail a follow-up letter to the community planning groups, boards, committees, and other Project stakeholders asking them if they would like an additional presentation at 100% Design.

DELIVERABLES

- Follow-up Design Presentation Letter

12.4.6 Letter to the Community

During design, one (1) letter describing the Project scope, schedule, budget, benefits, and a summary of the anticipated impacts may be mailed to property owners and residents within 300 feet of the Project.

DELIVERABLES

- Letter to the Community

12.4.7 100% Design Presentation

Public Presentations may be scheduled during the 100% Design stage with the key Project stakeholders. The Consultant will work with City staff and the PIO to develop the 100% design presentation to show how their concerns were incorporated into the final design. The public presentations will be a final opportunity for the public to voice issues or concerns. The PIO will be responsible for presentation collateral including fact sheets and displays. The Consultant and PIO will attend one (1) public presentation at 100% Design stage.

DELIVERABLES

- 100% Design Presentation
- Presentation Collateral

12.5 Additional Bid Support Services

The Consultant will respond to an additional fifty (50) technical RFI's and provide up to two (2) additional addenda during the bid and award phase in accordance with Task 9 Bid and Award.

12.6 Additional Construction Support Services

The Consultant will provide the following in accordance with Task 10 Construction Support.

- a) The Consultant will attend an estimated ten (10) additional meetings during construction.
- b) The Consultant will review an estimated twenty-five (25) additional shop drawings and substitution requests.
- c) The Consultant will respond to an estimated additional fifty (50) RFIs/RFCs.
- d) The Consultant will assist with an additional five (5) change order requests.

12.7 Additional Post Construction Support Services

The Design Professional may provide additional assistance during Functional Testing and Start-Up Testing in accordance with **Task 11 Post Construction Support Services**.

The Consultant may also assist with the punchlists for the final walkthrough with City staff for substantial completion and also perform additional recording of final as-built conditions to CADD files, using Contractor redlines which have been reviewed and approved by the City Construction Manager. The Design Professional will provide an allowance of additional services to be performed at the City's request up to 100 hours.

12.8 Additional As-Needed Services

The Consultant will provide an allowance of additional services to be performed at the City's request up to 50 hours.

Notes:

- i. This scope of work (SOW) assumes the areas of disturbance and impervious surfaces are below the threshold that would require a Stormwater Management Plan.
- ii. SOW does not include off-site improvements aside from those improvements required for utility connections immediately adjacent to the project site. Street improvement design, storm drain design, offsite communications are not included.
- iii. SOW does not include work involving hazardous materials.
- iv. The Cielo and Woodman Pump Station will not remain in service during construction. Work associated with maintaining service is not included (Phasing of demolition, construction, shutdown sequencing, bypass plans, etc.) The existing Cielo and Woodman Pump Station will be taken out of service prior to construction. Bypass/pumping plans are not included.
- v. Physical modeling of the pump station is not included.
- vi. Level of effort for all rounds of comments assumes that City will provide one consolidated list of comments to Consultant and that the comments will be clarified as needed and verified for incorporation.
- vii. Structural design will follow the legal codes in place at the time when the BODR is produced. Additional scope may be required if there are updates or new codes between the BODR and final stamped drawings.

END OF SCOPE OF SERVICES

COMPENSATION AND FEE SCHEDULE

Cleto Woodman Pump Station

LABOR CATEGORY	Senior Technical Support (KSA)	Senior Project Manager	Senior Project Engineer	Technical Support	Technical Engineer	Junior Engineer	Assistant Engineer	Associate Engineer	Associate Engineer II	Associate Engineer III	Assistant Engineer IV	Assistant Engineer V	CAD/Technical Writer	Project Coordinator	TOTAL HOURS	UNIT AND EXPENSE		SUB-COST ESTIMATE					
	LABOR FEE	LABOR FEE	LABOR FEE	LABOR FEE	LABOR FEE	LABOR FEE	LABOR FEE	LABOR FEE	LABOR FEE	LABOR FEE	LABOR FEE	LABOR FEE	LABOR FEE	LABOR FEE		LABOR FEE	EXP. FEE	LABOR FEE	EXP. FEE	TOTAL FEE			
TASK 1 - Project Management	0	121	0	54	0	54	0	\$26,173	0	54	0	0	0	261	919	\$196,039	\$780	\$0	\$154,700	\$31,400			
TASK 2 - Preliminary Studies	0	14	0	0	18	0	0	0	14	0	0	0	0	0	169	\$24,006	\$1,400	\$0	\$29,057	\$2,100			
TASK 3 - Feasibility	0	14	0	0	0	0	0	0	0	0	0	0	0	0	392,443	\$0	\$0	\$0	\$9,470	\$0			
TASK 4 - Basis of Design Report	0	28	0	80	0	0	0	76	0	0	0	0	0	0	323	\$73,954	\$350	\$0	\$126,051	\$10,311			
TASK 5 - 50% Design (Not Included)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0			
TASK 6 - 60% Design Submittal	0	44	0	0	0	0	0	0	0	0	0	0	0	0	54	\$123,837	\$1,500	\$0	\$124,310	\$3,650			
TASK 7 - 100% Design Submittal	0	28	0	58	0	28	42	0	0	0	0	0	0	0	508	\$111,754	\$6,300	\$0	\$120,872	\$29,992			
TASK 8 - Final Design	0	30	0	44	0	20	20	32	0	0	0	0	0	0	288	\$60,678	\$10,000	\$0	\$78,126	\$14,234			
TASK 9 - 104 cm Forward	0	21	0	32	0	0	0	32	0	0	0	0	0	0	116	\$29,408	\$0	\$0	\$36,311	\$4,419			
TASK 10 - Counterweight Support	0	174	0	0	0	0	0	0	0	0	0	0	0	0	333	\$205,000	\$0	\$0	\$448,115	\$55,115			
TASK 11 - Post Construction Support	0	14	0	16	0	0	0	32	0	0	0	0	0	0	156	\$33,640	\$350	\$0	\$110,996	\$14,610			
TASK 12 - Additional Services	0	120	40	133	18	33	18	156	0	304	0	61	139	37	941	\$20,839	\$234	\$3,650	\$116,364	\$33,433			
LABOR TOTALS	21	696	80	281	181	333	210	1173	21	1339	76	278	63	380	4,628								
PER	\$7,480	\$128,740	\$12,340	\$322,050	\$78,000	\$86,000	\$148,000	\$231,640	\$4,378	\$236,130	\$31,140	\$66,040	\$8,474	\$13,798					\$1,811,813	\$39,058	\$3,650	\$1,874,374	\$2,402,390

TIME SCHEDULE

EXHIBIT C - Schedule

Cielo and Woodman Pump Station Replacement		
ID	Task Name	Duration
1	Cielo Woodman Pump Station Replacement	1111 days
2	Notice to Proceed	1 day
3	Task 1 - Project Management	5 days
4	Project Management Plan	5 days
5	Health and Safety Plan	5 days
6	Project Team Kickoff	0 days
7	Task 2 Preliminary Studies	41 days
8	Utility Research and Mapping	10 days
9	Subsurface Utility Report	1 day
10	Geotechnical Investigation (Drilling/ Borings)	10 days
11	Geotechnical Report (Draft)	10 days
12	Geotechnical Report (Draft)- City Review	5 days
13	Geotechnical Report (Final)	5 days
14	Task 3- Permitting	40 days
15	SDAPCD, HazMat	40 days
16	Environmental Design	40 days
17	Noise Study	40 days
18	Task 4: Basis of Design	125 days
19	Kickoff Workshop & Site Visit	1 day
20	Hydraulic Study	30 days
21	Transient Modeling	30 days
22	Basis of Design TM (Draft)	40 days
23	Basis of Design TM (Draft) - City Review	10 days
24	Basis of Design TM Final / QPCC	10 days
25	City Review / Written Acceptance	5 days
26	Task 5: 30% Design (Not Included)	
27	30% Design (Not Included)	0 days
28	Task 6: 60% Design Submittal	81 days
29	Design Documents (Drawings & Specs)	50 days
30	City Review	30 days
31	Design Workshop	1 day
32	Task 7: 100% Design Submittal	51 days
33	Design Documents (Drawings & Specs)	40 days
34	City Review	10 days
35	Design Workshop	1 day
36	Task 8: Final Design Submittal	35 days
37	Design Documents (Drawings & Specs)	20 days
38	City Review / Written Acceptance	10 days
39	FINAL Design Documents Submitted	5 days
40	Bid and Award	130 days
41	Prepare Bid and Award	65 days
42	Negotiate Contract and LNTP	65 days
43	Construction Support	640 days
44	Mobilization and NTP	0 days
45	Construction Support	31 mons
46	Punchlist, As Builts, Closeout	1 mon

*All work must be completed by the agreement's expiration date as stated in Section 2.1.

*Duration Column is in Working Days

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/slbegeinst.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 minorities owners. Minorities include the groups with the following ethnic origins: African, Asian Pacific, Asian Subcontinent, Hispanic, Native Alaskan, Native American, and Native Hawaiian.

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

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

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

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

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

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

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**

The City of

SAN DIEGO**EQUAL OPPORTUNITY CONTRACTING (EOC)**

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

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

WORK FORCE REPORT

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

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

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

Name of Company: Kleinfelder, Inc.ADA/DBA: N/AAddress (Corporate Headquarters, where applicable): 770 First Avenue, Suite 400City: San Diego County: San Diego State: CA Zip: 92101Telephone Number: 619-831-4600 Fax Number: 619-232-1039Name 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 100City: San Diego County: San Diego State: CA Zip: 92111Telephone Number: 858-223-8500 Fax Number: 585-874-6997 Email: swong@kleinfelder.comType of Business: Engineering Consulting Type of License: Civil/Structural EngineersThe 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 92101Telephone 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 DiegoCalifornia

hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 31st day of July, 2025

Simon Wong, PE, SE, Vice President

(Authorized Signature)

(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: DATE: Kleinfelder, Inc

July 31, 2025

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

COUNTY: San Diego

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

- | | |
|--------------------------------------|---|
| (1) Black or African-American | (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			2	2	2				2		8	12		2
Professional		1									2	6		2
A&E, Science, Computer			8	5	5	4			1		35	16		1
Technical					1	1					1	1		
Sales														
Administrative Support		1		5	1	6					2	16		2
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column	0	2	10	12	9	11	0	0	2	1	48	51	0	7
--------------------	---	---	----	----	---	----	---	---	---	---	----	----	---	---

Grand Total All Employees

153

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

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

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 (CLEA) data derived from the United States Census. CLEA 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 CLEA data is taken from the 2010 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report¹. By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county². If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate Work Force Reports representing your firm from each of the three counties.

MANAGING OFFICE WORK FORCE

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

TYPES OF WORK FORCE REPORTS:

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

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

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

RACE/ETHNICITY CATEGORIES

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

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

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

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

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

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

Exhibit A: Work Force Report Job categories-Administration

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

Management & Financial

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

Professional

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

Architecture & Engineering, Science, Computer

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

Technical

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

Sales

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

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers

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

Services

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

Crafts

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

Woodworkers**Operative Workers**

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

Transportation

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

Laborers

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

SUBCONTRACTOR PARTICIPATION LIST

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

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

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

NAME AND ADDRESS SUBCONTRACTORS	SCOPE OF SERVICES	PERCENT OF CONTRACT	SLBE/ELBE (MBE/ WBE/DBE/ DVBE/OBE*)	WHERE CERTIFIED**
AirX Utility Surveyors, Inc. 785 E. Mission Rd, Ste 100 San Marcos, CA 92069 (Headquarters)	Potholing	1.71%	N/A	N/A
Yen C. Tu Consulting 11074 Roxboro Rd. SD, CA 92131	Community Outreach	1.88%	ELBE/DBE	COSD/CPUC
TelSec Consult, LLC 305 E. Hiddenview Drive Phoenix, AZ 85048	Security	1.77%	N/A	N/A
V&A Consulting Engineers 1000 Broadway, Suite 320 Oakland, CA 94607	Corrosion Engineering	2.76%	DBE	CPUC
Studio West Landscape Architecture & Planning 1390 Camino Carmelo, Chula Vista, CA 91913	Landscaping	1.28%	ELBE	COSD
Ross Engineering Group inc. dba Ross Engineering 6354 Camino Corto San Diego, CA 92120	Civil Engineering	8.52%	ELBE/DBE	COSD/CPUC
Puzzullo Consulting 504 Machado Way Vista, CA 92083-1998	Cost Estimating	2.87%	ELBE	COSD
MBN GROUP, INC. 11622 El Camino Real, Suite 100 San Diego, CA 92130	Architecture	4.86%	ELBE	COSD

DHK Engineers, Inc. 1851 Skyhill Place, Escondido, CA 92026	HVAC	3.14%	ELBE	COSD
Brown and Caldwell, Inc. 201 North Civic Drive, Suite 300 Walnut Creek, CA 94596	Hydraulic/ Electrical Engineering	20.98%	N/A	N/A
Advantage Geophysics, Inc. 5380 Clairemont Mesa Blvd, Suite 202 San Diego, CA 92117	Geophysical Survey/ Utility Locating	0.07%	N/A	N/A
Limited Access Unlimited Inc. dba Pacific Drilling. 5220 Anna Ave. San Diego, CA 92110	Drilling	0.23%	SLBE	COSD

List of Abbreviations:

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

* Listed for informational purposes only.

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

ATTACHMENT DD

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	237310	N	Y	\$42,495	1.71%
Community Outreach	541820	N	Y	\$46,800	1.88%
Security	561621	N	Y	\$44,000	1.77%
Corrosion Engineering	541330	N	Y	\$68,772	2.76%
Landscaping	541320	N	Y	\$32,000	1.28%
Civil Engineering	541330	Y	Y	\$212,232	8.52%
Cost Estimating	541990	Y	Y	\$71,424	2.87%
Architecture	541310	Y	Y	\$121,015	4.86%
HVAC	238220	N	Y	\$78,205	3.14%
Hydraulic/Elec Eng	541330	Y	Y	\$522,924	20.98%
geophysical survey/utility locating	541360	Y	Y	\$1,855	0.07%
Drilling	541360	N	Y	\$5,653	0.23%

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

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

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

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

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

www.sandiego.gov/city-clerk/elections/eid/codes.shtml

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

DISCLOSURE DETERMINATION FOR CONSULTANT

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

1. Department / Board / Commission / Agency Name: Engineering and Capital Projects, City of San Diego
2. Name of Specific Consultant & Company: Nick Fontaine PE, Kleinfelder Inc., nfontaine@kleinfelder.com
3. Address, City, State, ZIP: 770 First Avenue, Suite 400, San Diego, CA 92101
4. Project Title (as shown on 1472, "Request for Council Action") Design of Cielo and Woodman Pump Station (H2526563-M)
5. Consultant Duties for Project: Services to complete the work and documents specified for Design (Plans, Specifications, & Estimate), assistance during bidding and award stage, Construction Support, and As-built generation for the "Cielo and Woodman Pump Station" project.
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:

Shadi Sami

Shadi Sami, Deputy Director

7/9/25

Date

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

DEFINITION OF "CONSULTANT"

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

(A) Makes a governmental decision whether to:

1. Approve a rate, rule or regulation;
2. Adopt or enforce a law;
3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
4. Authorize the City to enter into, modify, or renew a contract provided it is the type of contract that requires City approval;
5. Grant City approval to a contract that requires City approval and to which the City is a party, or to the specifications for such a contract;
6. Grant City approval to a plan, design, report, study, or similar item;
7. Adopt, or grant City approval of, policies, standards, or guidelines for the City, or for any subdivision thereof; or

(B) Serves in a staff capacity with the City and in that capacity participates in making a governmental decision as defined in Regulation 18702.2 or performs the same or substantially all the same duties for the City that would otherwise be performed by an individual holding a position specified in the City's Conflict of Interest Code.

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

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

1/28/2006

CITY OF SAN DIEGO CONSULTANT PERFORMANCE EVALUATION

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

Section I

PROJECT INFORMATION

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

Section II

SPECIFIC RATINGS

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

Section II

SPECIFIC RATINGS Continued

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

Section III

SUPPLEMENTAL INFORMATION

(Please ensure to attach additional documentation as needed.)

(Supporting documentation attached: Yes ☐ No ☐)

Section IV

FINAL RATING

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

City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance

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

A. BID/PROPOSER/SOLICITATION TITLE:

DESIGN OF CIELO & WOODMAN PUMP STATION

CONTRACT NUMBER: H2526563-M

B. BIDDER PROPOSER INFORMATION

Kleinfelder, Inc.

Legal Name	770 First Avenue, Suite 400, San Diego, CA, 92101			DBA
Street Address	City	State	Zip	
Aliza Danker, PM	203-535-4871	619-232-1039		
Contact Person, Title	Phone	Fax		

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

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

Use Attachment "A" if additional pages are necessary.

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 ☒ NoIf **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 ☒ NoIf **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 Project

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



9/9/2025

Name and Title

Signature

Date

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

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

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

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 Tepa, 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



9/9/2025

Print Name, Title

Signature

Date

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

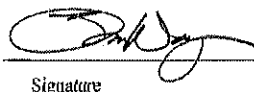
J. Statement of Subcontractors: Please provide the names and information for all subcontractors used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City.

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 760-480-2347x101	estimating@airxus.com	785 E. Mission Rd, Ste 100 San Marcos, CA 92069	TBD	TBD	Potholing	1.71%	--
Yen C. Tu Consulting	Yen Tu 619-417-5993	yentu2@gmail.com	11074 Roxboro Rd. San Diego, CA 92131	TBD	TBD	Community Outreach	1.83%	ELBE/DBE
Telsec	Billy Vanderbur 480-299-2761	bdv@telsec-consult.com	305 E. Hiddenview Drive Phoenix, AZ 85048	TBD	TBD	Security	1.77%	--
V&A Consulting Engineers, Inc	Brian Briones 858-576-022	bbriones@vaengineering.com	11011 Via Frontera, Suite C San Diego, CA 92127	TBD	TBD	Corrosion Engineering	2.76%	DBE
Studio West Landscape	Michelle Landis 858-598-5085	milandis@studiowest-land.com	7185 Navajo Rd. #A San Diego, CA 92119	TBD	TBD	Landscaping	1.28%	ELBE
Ross Engineering	Ronald L. Ross, Jr 619-200-4893	ron@ross.engineer	6354 Camino Corto San Diego, CA 921208	TBD	TBD	Civil Engineering	8.52%	ELBE/DBE
Puzzullo	Jeff Puzzullo 760-533-3500	jpuzzullo@puzzullo.com	504 Machado Way Vista, CA 92083-1998	TBD	TBD	Cost Estimating	2.87%	ELBE
MBN GROUP, INC.	Minh Nguyen 858-678-0150	mnguyen@mbngroup.net	11622 El Camino Real, Suite 100 San Diego, CA 92130	TBD	TBD	Architecture	4.86%	ELBE
DHK Engineers, Inc.	Donald King, 760-310-8544	dhkeng1@sbglobal.net	1851 Skyhill Place Escondido, CA 92026	TBD	TBD	HVAC	3.14%	ELBE
Brown and Caldwell, Inc.	Nick Cilic 858-571-6706	ncilic@brwncaid.com	451 A Street, Suite 1600 San Diego, CA, 92101	TBD	TBD	Hydraulic/Elec Eng	20.98%	--
Advantage Geophysics	Mehmouh Yavary 858.337.3061	myavary@advantagegeophysics.com	5380 Clairemont Mesa Blvd, Suite 202 San Diego, CA 92117	TBD	TBD	Geophysical survey/utility locating	0.07%	--
Pacific Drilling	Tod Clark 619,294.3682	tod@pacdrill.com	5220 Anna Ave San Diego, CA 92110	TBD	TBD	Drilling	0.23%	SLBE

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

Name and Title


 Signature

September 9th, 2025

Date

RESOLUTION NUMBER R- **316510**

DATE OF FINAL PASSAGE **NOV 21 2025**

A RESOLUTION OF THE COUNCIL OF THE CITY OF
SAN DIEGO AUTHORIZING AWARD OF A CONSULTANT
AGREEMENT WITH KLEINFELDER, INC. FOR THE
PURPOSE OF PROVIDING DESIGN AND CONSTRUCTION
SUPPORT SERVICES FOR THE CIELO & WOODMAN PUMP
STATION PROJECT AND RELATED ACTIONS.

RECITALS

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

A. The Cielo & Woodman Pump Station was built in 1961 to serve the southern portion of the Paradise Mesa 610 Hydraulic Grade Line (HGL) Zone and works in conjunction with the Paradise Mesa Standpipe and three other pressure regulating stations which are fed by San Diego County Water Authority connection SD#19.

B. The City desires to construct a new Cielo & Woodman Pump Station and demolish the existing pump station (Project). The new pump station will be designed to handle a minimum of 7.70 million gallons per day (MGD) of potable water and incorporate Variable Frequency Drives (VFDs) on the pumps. The design will also provide the opportunity to install a dual suction header so that the pump station can operate in various modes for different pressure zones. The new pump station will be able to receive potable water from either the Otay Water Treatment Plant or the Alvarado Water Treatment Plant.

C. On November 14, 2024, the City issued a Request for Proposal (RFP) to solicit professional engineering services for design and construction support services for the Project. Five firms submitted timely proposes in response to the RFP. City staff selected Kleinfelder, Inc. (Consultant) based on its qualifications in accordance with Council Policy 300-07.

D. The City desires to retain Consultant to provide design and construction support services for the Project. The City and Consultant have negotiated a consultant agreement, included in the docket materials accompanying this Resolution (Consultant Agreement). The Consultant Agreement is for a term of 52 months (4.33 years) and an amount not to exceed \$2,492,295.

E. In accordance with San Diego Municipal Code section 22.3207(b)(3), this item requires City Council approval as the total cumulative amount of all contracts awarded to this consultant in this fiscal year exceeds \$5,000,000.

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

ACTION ITEMS

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

1. The Council approves the Consultant Agreement.
2. The Mayor or his designee is authorized, on the City's behalf, to sign the Consultant Agreement. When signed by both parties, the Consultant Agreement will be placed on file in the Office of the City Clerk as Document No. RR- **316510**.
3. The Chief Financial Officer is authorized to expend an amount not to exceed \$2,492,295 in CIP S-12012, Cielo & Woodman Pump Station, Fund 700010, Water Utility CIP, for the purpose of funding the Consultant Agreement, contingent upon the Council appropriating funds for

any payments in each applicable fiscal year, and the Chief Financial Officer first certifying that the funds necessary for expenditure are, or will be, on deposit with the City Treasurer.

APPROVED: HEATHER FERBERT, City Attorney

By 
Bonny Hsu
Deputy City Attorney


BH:cw
October 13, 2025
Or.Dept: Engineering & Capital Projects
CC No.: 3000018054
Doc. No.: 4218719

I certify that the Council of the City of San Diego adopted this Resolution at a meeting held on
NOV 18 2025

DIANA J.S. FUENTES
City Clerk

By 
Deputy City Clerk

Approved: 11/21/25
(date)


TODD GLORIA, Mayor

Vetoed: _____
(date)

TODD GLORIA, Mayor

Passed by the Council of The City of San Diego on NOV 18 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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Stephen Whitburn	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Henry Foster, III	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Marni von Wilpert	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kent Lee	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Raul A. Campillo	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vivian Moreno	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sean Elo-Rivera	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Date of final passage NOV 21 2025

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

AUTHENTICATED BY:

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

(Seal)

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

By Connie Patterson, Deputy

Office of the City Clerk, San Diego, California

Resolution Number R- **316510**

Passed by the Council of The City of San Diego on November 18, 2025, by the following vote:

YEAS: LACAVA, CAMPBELL, WHITBURN, LEE, CAMPILLO, MORENO, ELO-RIVERA.

NAYS: NONE.

NOT PRESENT: FOSTER, VON WILPERT.

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: Connie Patterson, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true, and correct copy of
RESOLUTION NO. R-316510 approved on November 18, 2025. The date of final
passage is November 21, 2025.

DIANA J.S. FUENTES

City Clerk of the City of San Diego, California

(Seal)

By: Connie Patterson, Deputy