

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

**FOR
DESIGN OF MISSION CENTER CANYON C SEWER
MAIN REPLACEMENT**

CONTRACT NUMBER: H207199

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DESIGN PROFESSIONAL AGREEMENT EXHIBITS

- Exhibit A - Scope of Services
 - (1) Baseline and Alternate Sewer Alignments
 - (2) Baseline and Alternate Structural MHs
 - (3) Potholing, CCTV, & Dye Testing
 - (4) Proposed Investigation Location Plans
 - (5) Property Acquisition
 - (6) Added Road & Traffic Control
 - (7) Design Completion Checklists

- Exhibit B - Compensation and Fee Schedule

- Exhibit C - Time Schedule

- Exhibit D - City's Equal Opportunity Contracting Program Consultant Requirements
 - (AA) Disclosure of Discrimination Complaints
 - (BB) Work Force Report
 - (CC) Subcontractors List

- Exhibit E - Determination Form

- Exhibit F - Consultant Performance Evaluation Form

- Exhibit G - Contractor Standards Pledge of Compliance

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

THIS Agreement is made and entered into between the City of San Diego, a municipal corporation [City], and WSP USA, INC. [Design Professional] for the Design Professional to provide Professional Services to the City for the Design of Mission Center Canyon C Sewer Main Replacement [Project].

RECITALS

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

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

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

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

**ARTICLE I
DESIGN PROFESSIONAL SERVICES**

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

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

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

1.3 City Modification of Scope of Services. The City may, without invalidating this Agreement, order changes in the Scope of Services by altering, adding to or deducting from the Professional Services to be performed. All such changes shall be in writing and shall be

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

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

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

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

ARTICLE II DURATION OF AGREEMENT

2.1 Term of Agreement. This Agreement shall be effective on the date it is executed by the last Party to sign the Agreement, and approved by the City Attorney in accordance with San Diego Charter Section 40. Unless otherwise terminated, this Agreement shall be effective until completion of the Scope of Services or for no more than sixty (60) months, whichever is the earliest. Any extension beyond sixty (60) months will require City Council approval via Ordinance.

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

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

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

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

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

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

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

ARTICLE III COMPENSATION

3.1 Amount of Compensation. The City shall pay the Design Professional for performance of all Professional Services rendered in accordance with this Agreement, including reasonably related expenses, a total contract amount not exceeding \$969,758.63. The compensation for the Scope of Services shall not exceed \$903,606.63, and the compensation for Additional Services (described in Section 3.2), if any, shall not exceed \$66,152.

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

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

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

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

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

ARTICLE IV DESIGN PROFESSIONAL'S OBLIGATIONS

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

4.2 Right to Audit.

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

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

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

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

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

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

4.3 Insurance. The Design Professional shall not begin the Professional Services under this Agreement until it has: (a) obtained, and provided to the City, insurance certificates and endorsements reflecting evidence of all insurance required in Article IV, Section 4.3.1; however, the City reserves the right to request, and the Design Professional shall submit, copies of any policy upon reasonable request by the City; (b) obtained City approval of each company or companies as required by Article IV, Section 4.3.3; and (c) confirmed that all policies contain the specific provisions required in Article IV, Section 4.3.4 of this Agreement. However, failure to obtain the required documents prior to the Professional Services commencing shall not waive Design Professional's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this Agreement, at any time. Design Professional's liabilities, including but not limited to Design Professional's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Except as provided for under California law, all policies of insurance required hereunder must provide that the City is entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies. Maintenance of specified insurance coverage is a material element of this Agreement and Design Professional's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of contract by the City.

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

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

4.3.1.1 Commercial General Liability. The Design Professional shall keep in full force and effect Commercial General Liability (CGL) Insurance written on an ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of \$1 million per occurrence and subject to an annual aggregate of \$2 million. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

4.3.1.2 Commercial Automobile Liability. For all of the Design Professional's automobiles including owned, hired and non-owned automobiles, the Design Professional shall keep in full force and effect, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1 million per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto). If the Design Professional does not possess owned automobiles then coverage for hired and non-owned automobiles shall be provided.

4.3.1.2 Commercial Automobile Liability. For all of the Design Professional's automobiles including owned, hired and non-owned automobiles, the Design Professional shall keep in full force and effect, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1 million per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto). If the Design Professional does not possess owned automobiles then coverage for hired and non-owned automobiles shall be provided.

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

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

4.3.1.5 Contractors Pollution Liability Insurance.

Design Professional must procure and maintain at Design Professional's expense or require Subcontractor, as described below to procure and maintain, the Contractors Pollution Liability Insurance including contractual liability coverage to cover liability arising out of cleanup, removal, storage, or handling of hazardous or toxic chemicals, materials, substances, or any other pollutants by the Design Professional or any Subcontractor in an amount not less than \$2 million limit for bodily injury and property damage.

All costs of defense must be outside the limits of the policy. Any such insurance provided by Subcontractor instead of the Design Professional must be approved separately in writing by the City.

For approval of a substitution of Subcontractor's insurance, the Design Professional must 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 must not exceed \$25,000 per claim.

Contractual liability must include coverage of tort liability of another party to pay for bodily injury or property damage to a third person or organization. There must be no endorsement or modification of the coverage limiting the scope of coverage for either "insured vs. insured" claims or contractual liability.

Occurrence based policies must be procured before the Work commences and must be maintained for the Contract Time. Claims Made policies must be procured before the Work commences, must be maintained for the Contract Time, and must include a 12 month extended Claims Discovery Period applicable to this contract or the existing policy or policies must continue to be maintained for 12 months after the completion of the Work without advancing the retroactive date.

Except as provided for under California law, the policy or policies must provide that the City is entitled to 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.

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

4.3.3 Acceptability of Insurers.

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

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

4.3.4 Required Endorsements.

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

4.3.4.1 Commercial General Liability Insurance Endorsements.

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

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

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

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

4.3.4.3 Contractors Pollution Liability Insurance Endorsements.

ADDITIONAL INSURED. The policy or policies must be endorsed to include as an 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 the Design Professional or on the Design Professional's behalf, (b) the Design Professional's products, (c) the Design Professional's work, e.g., the Design Professional's completed operations performed by the Design Professional or on the Design Professional's behalf, or (d) premises owned, leased, controlled, or used by the Design Professional; except that in connection with, collateral to, or affecting any construction contract to which the provisions of subdivision (b) of § 2782 of the California Civil Code apply, this endorsement must not provide any duty of indemnity coverage for the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives in any case where an agreement to indemnify the City and its respective elected officials, officers, employees, agents, and representatives would be invalid under subdivision (b) of §2782 of the California Civil Code.

In any case where a claim or loss encompasses the negligence of the Insured and the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives that is not covered because of California Insurance Code §11580.04, the insurer's obligation to the City and its respective elected officials, officers, employees, agents, and representatives must be limited to obligations permitted by California Insurance Code §11580.04.

PRIMARY AND NON-CONTRIBUTORY LANGUAGE. The policy or policies must 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 must be in excess of the Design Professional's insurance and must not contribute to it.

SEVERABILITY OF INTEREST. For Contractors Pollution Liability Insurance, the policy or policies must provide that the Design Professional's insurance must 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 must provide cross-liability coverage.

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

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

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

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

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

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

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

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

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

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

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

4.5 Contract Records and Reports.

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

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

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

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

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

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

4.6 Non-Discrimination Requirements.

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

4.6.2 Non-Discrimination Ordinance. The Design Professional shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of Subcontractors, vendors or suppliers. The Design Professional shall provide equal opportunity for Subcontractors to participate in subcontracting opportunities. The Design Professional understands and agrees that violation of this clause shall be

considered a material breach of the contract and may result in contract termination, debarment, or other sanctions. This language shall be in contracts between the Design Professional and any Subcontractors, vendors and suppliers.

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

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

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

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

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

4.7.4 Subcontractor's Agreements. The Design Professional further certifies that each contract for Subcontractor Services for this Project shall contain language that binds the Subcontractor to comply with the provisions of Article IV, Section 4.7 of this Agreement, as required by Sections 2.A.(1) through (3) of Council Policy 100-17. Design Professionals and Subcontractors shall be individually responsible for their own drug-free work place program.

4.8 Title 24/Americans with Disabilities Act Requirements. Design Professional has sole responsibility for ensuring that all Project plans and other design services comply with all accessibility requirements under Title 24 of the California Code of Regulations, known as the California Building Code (Title 24), and under the Americans with Disabilities Act Accessibility Guidelines (ADAAG) in effect at the time the designs are submitted to the City for review. When a conflict exists between Title 24 and ADAAG, the most restrictive

requirement shall be followed by Design Professional (i.e., that which provides the most access). Design Professional warrants and certifies that any and all plans and specifications prepared for the City in accordance with this agreement shall meet all requirements under Title 24 and ADAAG. Design Professional understands that while the City will be reviewing Design Professional's designs for compliance in specific and certain areas under Title 24 and ADAAG prior to acceptance of Design Professional's designs, Design Professional understands and agrees that the City's access review process and its acceptance of Design Professional's designs in no way limits the Design Professional's obligations under this agreement to prepare designs that comply with all requirements under Title 24 and ADAAG.

4.9 Product Endorsement. The Design Professional acknowledges and agrees to comply with the provisions of City of San Diego Administrative Regulation 95.65, concerning product endorsement. Any advertisement identifying or referring to the City as the user of a product or service requires the prior written approval of the City.

4.10 Conflict of Interest. The Design Professional is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices, including but not limited to California Government Code sections 1090, et seq. and 81000, et seq., and the City of San Diego Ethics Ordinance, codified in the San Diego Municipal Code at sections 27.3501 to 27.3595.

4.10.1 If, in performing the Professional Services set forth in this Agreement, any member of the Design Professional's organization makes, or participates in, a "governmental decision" as described in Title 2, section 18704 of the California Code of Regulations, or performs the same or substantially all the same duties for the City that would otherwise be performed by a City employee holding a position specified in the department's conflict of interest code, the individual shall be subject to a conflict of interest code requiring the completion of one or more statements of economic interests disclosing the individual's relevant financial interests. The determination as to whether any individual members of the Design Professional's organization must make disclosures of relevant financial interests is set forth in the Determination Form [Exhibit E].

4.10.1.1 If a determination is made that certain individuals must disclose relevant financial interests, the statements of economic interests shall be made on Fair Political Practices Commission Form 700 and filed with the City Clerk. The individual shall file a Form 700 (Assuming Office Statement) within thirty calendar days of the City's determination that the individuals are subject to a conflict of interest code. Each year thereafter, the individuals shall also file a Form 700 (Annual Statement) on or before April 1, disclosing any financial interests held during the previous calendar year for which the individual was subject to a conflict of interest code. A Form 700 (Leaving Office Statement) shall also be filed when the individual discontinues services under this Agreement.

4.10.1.2 If the City requires an individual member of the Design Professional's organization to file a statement of economic interests as a result of the Professional Services performed, the individual shall be considered a "City Official" subject to the provisions of the City of San Diego Ethics Ordinance, including the prohibition against lobbying the City for one year following the termination of this Agreement.

4.10.2 The Design Professional shall establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business, or other relationships.

4.10.3 The Design Professional and its Subcontractors having subcontracts amounting to 1% or more of the value of the Professional Services agreed to under this Agreement are precluded from participating in design services on behalf of the contractor, construction management, and any other construction services related in any way to these Professional Services without the prior written consent of the City.

4.10.4 The Design Professional's personnel employed on the Project shall not accept gratuities or any other favors from any Subcontractors or potential Subcontractors. The Design Professional shall not recommend or specify any product, supplier, or contractor with whom the Design Professional has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

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

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

4.12 Compensation for Mandatory Assistance. The City will compensate the Design Professional for fees incurred for providing Mandatory Assistance as Additional Services under Section 3.2. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of the Design Professional, its agents, officers, and employees, the Design Professional shall reimburse the City. The City is then entitled to reimbursement of all fees paid to the Design Professional, its agents, officers, and employees for Mandatory Assistance.

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

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

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

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

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

4.17 Design-Build Competition Eligibility. Any architectural firms, engineering firms, Design Professionals, or individuals retained by the City to assist the City with developing criteria or preparing the preliminary design or the request for proposals for a Design-Build competition shall not be eligible to participate with any Design-Build Entity in that Design-Build competition. Additionally, the City may determine in its sole discretion that a Subcontractor hired to assist with a Design-Build competition, regardless of whether the Subcontractor was hired by the City or hired by an architectural firm, engineering firm, Design Professional, or individual retained by the City, has a competitive advantage and as such is ineligible to participate in that Design-Build competition.

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

The Design Professional shall review the completed Storm Water Applicability Checklist (DS-560) to confirm the project's appropriate storm water requirements. For all applicable projects, and to the maximum extent practicable, the Design Professional shall

incorporate and include Source Control and Low Impact Development (LID) design features or Site Design BMPs on the construction plans. In addition, for Priority Development projects, the Design Professional shall prepare a Storm Water Quality Management Plan in accordance with the requirements of the Storm Water Standards Manual and prepare a BMP plan showing all permanent BMPs, LID designs, hydromodification management plan facilities, and include sufficient details and cross sections for construction.

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

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

4.19 ADA Certification. By signing this Agreement the Design Professional agrees that it is aware of, and hereby certifies that it agrees to comply with, the City's Americans With Disabilities Act Compliance/City Contracts requirements set forth in Council Policy 100-04, adopted by San Diego Resolution R-282153 and incorporated into this Agreement by this reference. Council Policy 100-04 is available at <https://www.sandiego.gov/city-clerk/officialdocs>.

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

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

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

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

4.20.1.2 The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this

Agreement. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Agreement in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Agreement, each successive predetermined wage rate shall apply to this Agreement on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Agreement, such wage rate shall apply to the balance of the Agreement.

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

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

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

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

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

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

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

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

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

4.20.9.1 A Design Professional's inadvertent error in listing a subconsultant who is not registered pursuant to Labor Code section 1725.5 in response to a solicitation shall not be grounds for filing a protest or grounds for considering the bid or proposal non-responsive provided that any of the following apply: (1) the subconsultant is registered prior to proposal due date; (2) within twenty-four hours after the proposal due date, the subconsultant is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subconsultant is replaced by another registered subconsultant pursuant to Public Contract Code section 4107.

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

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

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

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

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

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

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

**ARTICLE V
RESERVED**

**ARTICLE VI
INDEMNIFICATION**

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

6.2 Design Professional Services Indemnification and Defense.

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

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

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

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

ARTICLE VII MEDIATION

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

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

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

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

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

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

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

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

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

ARTICLE VIII INTELLECTUAL PROPERTY RIGHTS

8.1 Work For Hire. All original designs, plans, specifications, reports, documentation, and other informational materials, whether written or readable by machine, originated or prepared exclusively for the City pursuant to this Agreement (Deliverable Materials) is “work for hire” under the United States Copyright law and shall become the sole property of the City and shall be delivered to the City upon request. The Design Professional, including its employees, and independent Subcontractor(s), shall not assert any common law or statutory patent, copyright, trademark, or any other intellectual proprietary right to the City to the Deliverable Materials.

8.2. Rights in Data. All rights including, but not limited to publication(s), registration of copyright(s), and trademark(s) in the Deliverable Materials, developed by the Design Professional, including its employees, agents, talent and independent Subcontractors pursuant to this Agreement are the sole property of the City. The Design Professional, including its employees, agents, talent, and independent Subcontractor(s), may not use any such Deliverable Materials mentioned in this article for purposes unrelated to Design Professional’s work on behalf of the City without prior written consent of the City.

8.3 Intellectual Property Rights Assignment. Design Professional, its employees, agents, talent, and independent Subcontractor(s) agree to promptly execute and deliver, upon request by City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials; and cooperate and assist in the prosecution of any action or opposition proceeding involving said rights and any adjudication of the same.

8.4 Moral Rights. Design Professional, its employees, agents, talent, and independent Subcontractor(s) hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Deliverable Materials which Design Professional, its employees, agents, talent, and independent Subcontractor(s), may now have or which may accrue to Design Professional, its employees, agents, talent, and independent Subcontractor(s)’ benefit under U.S. or foreign copyright laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. The term “Moral Rights” shall mean any and all rights of paternity or integrity in or to the Deliverable Materials and the right to object to any modification, translation or use of said content, and any similar rights existing under judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

8.5 Subcontracting. In the event that Design Professional utilizes a Subcontractor(s) for any portion of the Work that is in whole or in part of the specified Deliverable Materials to the City, the agreement between Design Professional and the Subcontractor [Subcontractor Agreement] shall include a statement that identifies that the Deliverable Materials/Work product as a “work-for hire” as defined in the Act and that all

intellectual property rights in the Deliverable Materials/Work product, whether arising in copyright, trademark, service mark or other belongs to and shall vest solely with the City. Further, the Subcontractor Agreement shall require that the Subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to the City, all titles, rights and interests in and to said Work/Deliverable Materials, including all copyrights and other intellectual property rights. City shall have the right to review any Subcontractor agreement for compliance with this provision.

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

8.7 Intellectual Property Warranty and Indemnification. Design Professional represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this contract are either original, not encumbered and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Design Professional to produce, at Design Professional's own expense, new non-infringing materials, deliverables or Works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Design Professional further agrees to indemnify and hold harmless the City, its elected officials, officers, employees and agents from and against any and all claims, actions, costs, judgments or damages of any type alleging or threatening that any materials, deliverables, supplies, equipment, services, Deliverable Materials, or Works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claims of Infringement). If a Third Party Claim of Infringement is threatened or made before Design Professional receives payment under this contract, City shall be entitled, upon written notice to Design Professional, to withhold some or all of such payment.

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

ARTICLE IX MISCELLANEOUS

9.1 Notices. In all cases where written notice is required under this Agreement, service shall be deemed sufficient if the notice is deposited in the United States mail, postage paid. Proper notice shall be effective on the date it is mailed, unless provided otherwise in this Agreement. For the purpose of this Agreement, unless otherwise agreed in writing, notice to the City shall be addressed to: Engineering and Capital Projects Department, c/o Gabriel Torres, 525 B Street, Suite 750, San Diego CA 92101 and notice to the Design Professional shall be addressed to: WSP USA, Inc., Richard B. Leja, 401 B Street, Suite 1650, San Diego CA 92101, Richard.Leja@wsp.com.

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

9.3 Non-Assignment. The Design Professional shall not assign the obligations under this Agreement, whether by express assignment or by sale of the company, nor any monies due or to become due, without the City's prior written approval. Any assignment in violation of this paragraph shall constitute a Default and is grounds for immediate

termination of this Agreement, at the sole discretion of the City. In no event shall any putative assignment create a contractual relationship between the City and any putative assignee.

9.4 Independent Contractors. The Design Professional and any Subcontractors employed by the Design Professional shall be independent contractors and not agents of the City. Any provisions of this Agreement that may appear to give the City any right to direct the Design Professional concerning the details of performing the Professional Services, or to exercise any control over such performance, shall mean only that the Design Professional shall follow the direction of the City concerning the end results of the performance.

9.5 Design Professional and Subcontractor Principals for Professional Services. It is understood that this Agreement is for unique Professional Services. Retention of the Design Professional's Professional Services is based on the particular professional expertise of the following members of the Design Professional's team: Richard B. Leja and Tim Monroe [Project Team]. Accordingly, performance of Professional Services under this Agreement may not be delegated to other members of the Design Professional's organization or to Subcontractors without the prior written consent of the City. It is mutually agreed that the members of the Project Team are the principal persons responsible for delivery of all Professional Services and may not be removed from the Project Team without the City's prior written approval. Removal of any member of the Project Team without notice and approval by the City may be considered a default of the terms and conditions of this Agreement by the Design Professional. In the event any member of the Project Team becomes unavailable for any reason, the City must be consulted as to any replacement. If the City does not approve of a proposed replacement, the City may terminate this Agreement pursuant to section 2.6 of this Agreement. Further, the City reserves the right, after consultation with the Design Professional, to require any of the Design Professional's employees or agents to be removed from performance of the Scope of Services.

9.6 Additional Design Professionals or Contractors. The City reserves the right to employ, at its own expense, such additional Design Professionals or contractors as the City deems necessary to perform work or to provide the Professional Services on the Project.

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

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

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

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

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

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

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

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

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

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

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

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

9.19 Design Professional Evaluation. City will evaluate Design Professional's performance of Professional Services on the Project using the Consultant Evaluation Form [Exhibit F].

9.20 Exhibits Incorporated. All Exhibits referenced in this Agreement are incorporated into the Agreement by this reference.

9.21 Survival of Obligations. All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, shall survive, completion and acceptance of the Professional Services and termination or completion of the Agreement.

9.22 Contractor Standards. This Agreement is subject to the Contractor Standards clause of the Municipal Code Chapter 2, Article 2, Division 30 adopted by Ordinance No. O-20316. All consultants are required to complete the Contractor Standards Pledge of Compliance included herein as Exhibit G.

9.23 Equal Benefits Ordinance. Unless an exception applies, Design Professional shall comply with the Equal Benefits Ordinance (EBO) codified in the San Diego Municipal Code (§22.4304(f)). Failure to maintain equal benefits is a material breach of this Agreement. By signing this Agreement, Design Professional certifies that Design Professional is aware of, and will comply with, this City-mandated clause throughout the duration of the Agreement.

9.24 Public Records. By Signing this Agreement the Design Professional agrees that it is aware that the contents of this Agreement and any documents pertaining to the performance of the Agreement requirements/Scope of Services resulting from this Agreement are public records, and therefore subject to disclosure unless a specific exemption in the California Public Records Act applies.

If the Design Professional submits information **clearly marked** confidential or proprietary, the City of San Diego (City) may protect such information and treat it with confidentiality only to the extent permitted by law. However, it will be the **responsibility of the Design Professional** to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the California Public Records Act, should the City choose to withhold such information.

General references to sections of the California Public Records Act will not suffice. Rather, the Design Professional must provide a **specific and detailed legal basis, including applicable case law that clearly establishes** the requested information is exempt from the disclosure requirements of the California Public Records Act.

If the Design Professional does not provide a specific and detailed legal basis for withholding the requested information within a time specified by the City, the City will release the information as required by the California Public Records Act and the **Design Professional will hold the City harmless** for release of this information.

It will be the **Design Professional's obligation to defend**, at Design Professional's expense, any legal actions or challenges seeking to obtain from the City any information requested under the California Public Records Act withheld by the City at the Design Professional's request. Furthermore, the Design Professional shall **indemnify** the City and **hold it harmless** for any claim or liability, and **defend any action** brought against the City, resulting from the City's refusal to release information requested under the Public Records Act withheld at Design Professional's request.

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

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

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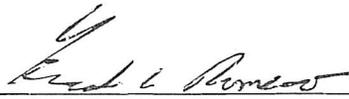
IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor, pursuant to San Diego Municipal Code 22.3207 authorizing such execution, and by the Design Professional pursuant to WSP USA, Inc.'s signature authority document.

I HEREBY CERTIFY I can legally bind WSP USA, Inc. and that I have read all of this Agreement, this 20 day of September, 2021.

By 
Patti Boekamp
Senior Director, Local Business Leader

Dated this 21st day of January, 2022.

THE CITY OF SAN DIEGO
Mayor or Designee

By 
Frank Romero
Acting Principal Contract Specialist
Purchasing & Contracting Department

I HEREBY APPROVE the form of the foregoing Agreement this 25 day of JANUARY, 2022.

MARA W. ELLIOTT, City Attorney

By 
Deputy City Attorney

DESIGN PROFESSIONAL AGREEMENT
EXHIBITS

SCOPE OF SERVICES

SCOPE OF SERVICES

Background and Overview

This Design Scope of Services defines the extent of The Design Professional's engineering services needed for the PROJECT. The City is currently working on the design of the sewer main replacement in the residential streets that will be performed in City streets via open trench. The City has completed the 30% design plans and will continue with the design in parallel to the work described herein. The City will work with The Design Professional to incorporate their design sheets to complete the construction document package. The Design Professional's scope involves the replacement of sewer mains in canyon slopes. The Design Professional shall analyze the existing alignment, provide recommendations for trenchless installation along the canyon slopes. The Design Professional shall also recommend pipe materials that might be better suited for the scenario. Refer to Attachment 1 for the locations of the subject sewer mains. The existing sewer alignment is within a 10 ft easement in the canyon, the proposed alignment might require re-alignment and new easement acquisition.

Unless otherwise modified by the Alignment Study, the City provided 30% design plans which contain preliminary alignments and it shall be used as guidance for the Design Professional in developing the design and identifying all the studies needed for the design. Changes in the design are still required to incorporate site – specific constraints and considerations that become evident during detailed design.

Unless otherwise modified herein or approved by the City, all design submittals shall be in accordance with the 2018 Greenbook, 2018 Whitebook, 2018 City of San Diego Standard Drawings, City of San Diego Sewer Design Guidelines, current CADD guidelines, and any other applicable and accepted codes used in the City of San Diego.

Unless otherwise indicated, all action statements in the following scope of services items shall be interpreted to be performed by the Design Professional. All items identified to be provided by the City shall be provided in a complete and timely manner as described herein and as needed to meet the schedule shown in Exhibit C.

1. PROJECT MANAGEMENT

The Design Professional shall provide management support to the City in the execution of the Project's Design Phase and design related issues during the bid, award and Construction Phase. The Design Professional shall attend meetings as requested by the City and coordinate the preparation of supporting materials as required. The Design Professional shall provide status on project design issues/problems. The project status log shall be organized by issue/problem subject matter.

1.1. Project Management and Coordination

- 1.1.1. Provide coordination and communications between the City Project Management staff and the Design Professional staff as necessary to keep the entire project team informed of the Project's progress on key issues and decisions. The Design Professional shall inform the City of sub-consultant activities and relay any feedback from City staff. This will include internal design team coordination and ad-hoc updates upon major design events.
- 1.1.2. The Design Professional will create a document sharing site using SharePoint and provide access to the City Project Management staff. All design submittals, reports, progress prints, and related information will be stored on this site for access by the City. Updates

will be uploaded, when significant changes are made and on a monthly basis.

- 1.1.3. Once the design is complete, support by the Design Professional will be reduced to an as-needed basis and be limited to the total Project Management hours listed in the fee proposal.

1.2. Team Meetings

1.2.1. Design decision meetings - The design process will involve several meetings to address, but not limited to, general project related questions, alignment conflicts, agency coordination, permit acquisition, design comment resolution meetings, community meetings. The Design Professional is responsible to attend up to 12 meetings scheduled related for the design, bid, award, and construction of the project. This will include an average of 1 meeting per month over the project design duration. Meetings are assumed to be held virtually.

1.2.2. Regular Team Meetings - The Design Professional will organize regular meetings with City Project Management staff and at least one key member of the Design Team once per month during the design period. Each will focus on the most prominent technical topic and will include an average of 1 meeting per month over the project design duration. Meetings are assumed to be held virtually.

1.3. Schedule Preparation and Updates

1.3.1. Establish and monitor Project scheduling and budget controls. A Project Schedule in MS Office format for the design team efforts will be established at the beginning of the design phase and updated regularly. The Design Professional will initiate corrective actions in consultation with the City Project Management staff when deviations from scheduled task completions. This will include updates once per month.

1.4. Monthly Progress Reports

1.4.1. Develop the format of the final monthly progress report in coordination with the City's Project Manager. The report shall be attached to the monthly progress invoice. Report contents include, but are not limited to: Every discipline will send progress to the WSP Project Manager for the Monthly Report

- Schedule Information,
- Percentage of individual task completion,
- Budget Information,
- Problems Encountered,
- Out-of-Scope Authorizations,
- Action Items for the Design Professional and the City Staff

1.5. Quality Assurance

1.5.1. The QA Manager will perform and document QA procedures in accordance with WSP ISO standards at every submittal (60%, 90%, and FINAL).

Pre-Design Phase Studies

2. Alignment Study

The Design Professional will refine the sewer alignment concepts developed during the proposal phase (Attachment 1) for both the baseline and alternative sewer alignments to address each of the sewer segments identified in the RFP. Preliminary investigations of constraining issues will also be included as identified in this section to guide the selection of an alignment for the detailed design documents (PS&E). One alternative for each of the alignments will be evaluated.

2.1. Preliminary Survey Data (GIS Based) and CCTV Assessment

2.1.1. Survey Data (GIS Based) gathering - The Design Professional will gather available survey data for use in refining the preliminary sewer alignments using readily available GIS data and aerial photographs. Where available, existing survey data will be used. The results will be conceptually mapped for each alternative.

2.1.2. CCTV Assessment

2.1.2.a. The City to provide all available CCTV videos to the Design Professional.

2.1.2.b. A review of available CCTV data from the City will be conducted to locate laterals or data necessary for the purpose of trenchless and rehabilitation design feasibility. This review will be limited to a review of the City provided CCTV summary reports only and spot checks on critical areas. Missing data will be identified for conducting additional investigations in Task 4 and including recommendations to accelerate critical locations.

2.2. Prelim Utility Research

The City will provide the available as-built drawings for streets, water, sewer and storm drains in PDF format. Maps and Records as-built research is not anticipated.

2.2.1. The Design Professional will prepare and send request letters to private franchise utility companies in the canyon areas requesting mapping of their facilities and incorporate the information into the alignment analysis.

2.3. Prelim Geotechnical Research

2.3.1. The Design Professional will perform preliminary research (“desktop”) and review of publicly available geotechnical and geologic information and compile a summary of such information for use in the Alignment Study. Information will include details from a site reconnaissance field visit performed by the Design Professional. Preliminary geotechnical research will include review and summarization of available geologic maps for the subject area from readily available USGS, California Geologic Survey, Caltrans, City of San Diego Seismic Safety Plan, and other sources.

2.3.2. The “desktop” review summary will broadly characterize the site and to locate potential geotechnical and geologic hazards and risks. Results and findings of the “desktop” review will be discussed and included in the Alignment Study.

2.4. Prelim Easement Research & Field Visit

2.4.1. The Design Professional will conduct preliminary easement investigation using the survey data in 2.1, the county assessor maps, and a field visit to identify existing easements. Preliminary recommendations for both temporary and permanent easement needs will be provided. The results will be conceptually mapped for each alternative.

2.4.2. The property subconsultant (BRI) will provide preliminary data of the SDG&E easement for the alternative alignment, an outline of the process for joint use, and an evaluation of the feasibility of joint use by the City. The needs for easement acquisition from each property owner will also be identified, using SDG&E requirements. The City will provide the Real Estate Assets Department requirements for the easement acquisition of this joint use option as well.

2.4.3. The City to provide all available easement data to The Design Professional for the project limits.

This will be included in the City provided survey CAD files.

2.5. Prelim Trenchless and Structural Investigations

2.5.1. Prelim Trenchless Investigation

2.5.1.a. The Design Professional will review existing alignment options and

discuss available trenchless construction methods for installation of the sewers. Advantages and disadvantages of each construction method will be discussed along with research in the San Diego area of successful trenchless installations. Discussion of how the geologic units will impact trenchless excavation will be discussed, along with suspected challenges, such as encountering cobbles and boulders. Preliminary recommendations regarding preferred trenchless installation methods will be included within the Alignment Study.

2.5.2. Prelim Structural Investigation

2.5.2.a. The Design Professional will develop a single conceptual design for both the five replacement deep sewer dual manhole structures (baseline scope) and six new deep sewer dual manhole structures (alternative scope). The site location of the manholes is shown in Attachment 2. WSP will develop a conceptual exhibit illustrating the approximate geometry of these manholes solely for the purposes of evaluating access and potential impacts to surrounding facilities. The exhibit will include a typical plan, elevation, and section, which will be included in the alignment study. The conceptual manhole design and the final design will utilize the following design criteria and assumptions:

2.5.2.a.i. A single structural design will be developed using the maximum manhole depth (up to 40 feet). These design details and geometries will be used for all of the deep manholes (new and replacement).

2.5.2.a.ii. No sequence of construction or the sequence/calculations to remove the existing manholes/structures will be provided.

2.5.2.a.iii. The manhole riser, cones, and the flat top slabs will be from standard drawings and details.

2.5.2.a.iv. The manholes will be supported on a spread footing.

2.6. Prelim Environmental Research

The Design Professional will complete preliminary environmental constraints research including a baseline general biological survey and mapping and an archaeological database record search and pedestrian survey in order to identify any potential constraints within the alignment study area as shown in Attachment 1. Tasks will include:

2.6.1. Biological tasks will include:

2.6.1.a. Conduct a search of the records of the U.S. Fish and Wildlife Service (USFWS) all-species database, California Department of Fish and Wildlife's (CDFW's) California Natural Diversity Database (CNDDDB), County of San Diego's SanBIOS database, and other sources to identify sensitive species that have been reported from the vicinity of the project.

2.6.1.b. Conduct a biological resources survey of the project area. The survey will focus on undeveloped portions of the project area, and existing developed areas, consisting primarily of surface streets, will be surveyed from a vehicle. The survey will be conducted by two biologists and will include vegetation mapping, a plant and animal inventory, and a search for sensitive plant and animal species that are apparent at the time of the survey. City staff will coordinate access permits for areas to be surveyed.

Following the biological survey, prepare a biological resources map of the survey

area showing vegetation communities and land cover types, as well as the observed locations of sensitive, rare, and/or endangered species. Vegetation communities will be mapped in accordance with City Guidelines. Record any inventoried biological resources located during the survey and will comply with the reporting requirements of the CNDDDB. The Design Professional will provide GIS mapping of biological resources as requested for use by Staff.

- 2.6.1.c. Prepare a biological constraints letter that outlines the biological resources present in the survey area and details sensitive biological resources and constraints that may affect final project design. The letter will be submitted to the project, including City staff, for review. Provide one set of revisions based on client review.

2.6.2. Wetlands

- 2.6.2.a. A wetland permitting specialist will perform a jurisdictional wetlands/waters delineation according to guidelines set forth by the 2008 U.S. Army Corps of Engineers (USACE) Arid West Regional Supplement, as currently required by the USACE and accepted by the CDFW and Regional Water Quality Control Board. They will then analyze the results of the delineation to determine the extent of jurisdictional wetlands and waters of the U.S., waters of the State, and City wetlands on the property.
- 2.6.2.b. The wetland permitting specialist will prepare a map showing the limits of jurisdictional areas within the survey area to be used by the project team in selecting preferred project alignments.

2.6.3. Archeology

- 2.6.3.a. The Design Professional's archaeologists will request a records search from the South Coastal Information Center and a sacred lands search from the Native American Heritage Commission. Archaeologists will then conduct an on-foot survey of the alternatives and their segments and record any historic and prehistoric cultural resources that are discovered during the survey. A Native American monitor will be present during the cultural resources survey.

2.6.4. Environmental Constraints Summary Memo and Map

- 2.6.4.a. The results of the above tasks will be memorialized in a memo with exhibits and will provide guidance during alternative alignment evaluation and selection.
- 2.6.4.b. Deliverables: Environmental Constraints Summary memo and map

2.7. Prelim Access Needs Mapping (Baseline and Alternative)

- 2.7.1. Based upon the sewer alignment concepts developed during the proposal phase (Attachment 1), review of the photos gathered during the previously conducted site visit, and result of data from other disciplines, preliminary recommendations for maintenance access road feasibility will be investigated for the baseline and alternative access road concepts.
- 2.7.2. The Design Professional will provide an exhibit outlining the challenges and similarities and key differences between the two proposed alignments in order to establish the access road types and limits for detailed design.

2.8. Prelim Sewer Mapping & Alignment Report (Baseline and Alternative)

- 2.8.1. A preliminary alignment option analysis will be performed which will include an evaluation of the following elements:

- Trenchless requirements and constraints
- Constructability & Impacts

- Easement requirements
- Environmental constraints and requirements
- Maintainability and Access improvement needs
- Order of magnitude construction cost
- Order of magnitude maintenance cost (including access)
- Risk analysis

2.8.2. An alignment report identifying the evaluated alignments and an analysis of costs, impacts and maintainability will be prepared. One meeting with Project Management staff and Wastewater operations will be conducted to evaluate the options. A recommendation will be made by The Design Professional after meeting with City staff.

2.9. Quality Control Review & Comment Resolution

2.9.1. Independent reviewers will perform an in-depth Quality Control review in accordance with WSP ISO standards of the Alignment Report.

2.9.2. QC Documentation will be provided to the City upon request.

2.9.3. City will review the Alignment Study and provide direction to the Consultant regarding the selected project alignment.

3. ENVIRONMENTAL STUDIES

The scope of services will involve Environmental studies, and acquisition of permits for work in the Canyon. The project will require a Site Development permit for impacts to Environmentally sensitive lands. The Design Professional shall prepare a Biological Technical Report, Jurisdictional Delineation, and Archeological Survey Report. The project will also require revegetation plan for any excavation in the Canyon.

3.1. Biological Resources Technical Report

3.1.1. Upon selection of a preferred project alignment, we will prepare a biological technical report according to the City's guidelines in effect at the time this contract is executed. The biological technical report will expand on the constraints letter and describe the results of all biological surveys performed and present the biological resources within the survey area, including vegetation communities, plant and animal species observed, and any jurisdictional wetlands/waters.

3.1.2. The biological technical report will assess the potential for sensitive plant and animal species to occur within the survey area, quantify project impacts to biological resources (including Environmentally Sensitive Lands; Multi-habitat Planning Area; and federal, state, and local jurisdictional wetlands/waters) and describe required measures to avoid or minimize those impacts, and mitigation measures, if necessary. Up to two sets of revisions based on City comments and resubmittal are included.

3.2. Jurisdictional Delineation Report

3.2.1. Upon selection of the preferred project alignments, wetland permitting specialist will prepare a wetland technical report that will include a description of the extent and location of any jurisdictional waters present, as well as a discussion of their functions and values. The report will include copies of the Wetland and/or Ordinary High-Water Mark data forms.

3.3. Coastal California Gnatcatcher Surveys

3.3.1. Based on a desktop review of the project area, focused surveys for coastal California gnatcatcher are anticipated to be required. This optional task includes the pre-survey notification, three protocol-level survey visits, and preparation of the post-survey report.

- 3.3.2. Prepare and submit a notification letter to USFWS at least 15 days prior to beginning the survey. This submittal is a requirement of the USFWS recovery permit.
- 3.3.3. Conduct three directed searches for the coastal California gnatcatcher on suitable habitat on the approximately one-acre project site, plus suitable habitat within 300 feet, as required per the current USFWS survey protocol dated July 28, 1997.
- 3.3.4. Submit a letter reporting the results to the project team and City staff for review. Upon client and City approval, submit pose-survey report to the USFWS within 45 days of the completion of the survey as a requirement of RECON's recovery permit.
- 3.3.5. Consultant shall not proceed with this task until directed by the City.

3.4. Draft Resource Agency Permit Applications and Staff Support

- 3.4.1. Upon request by City staff, wetland permitting specialist will prepare applications for a Regional Water Quality Control Board (RWQCB) 401 Certification, U.S. Army Corps of Engineers (USACE) 404 Permit, and California Department of Fish and Wildlife (CDFW) Section 1602 Agreement. The Draft Applications will be prepared to the satisfaction of the EPS biologist, who will then coordinate with the agencies for their submittal. This scope of services assumes the following: No Incidental Take Permit(s)/Section 7 compliance or Section 106 coordination would be required in conjunction with the CWA 404 Permit.
- 3.4.2. Consultant shall not proceed with this task until directed by the City.

3.5. Cultural Resources Technical Report

- 3.5.1. The Design Professional will prepare a technical report that assesses the potential for the proposed project to impact cultural resources. The report will be completed in accordance with the current guidelines for the City of San Diego and the USACE. This report will identify any impacts and, if necessary, recommend mitigation measures to reduce the impacts.
- 3.5.2. Provide up to one site form or update to the local data repository as part of the confidential attachment and will prepare one set of revisions to the technical report based on City staff comments.
- 3.5.3. Submit the final report to City staff and submit a final report in a PDF format to the local data repository, per standard industry practice.

3.6. Quality Control Review & Comment Resolution

- 3.6.1. The Design Professional will perform an independent review all environmental technical studies for conformance with project design, the City of San Diego's guidelines, and for adequacy for use in Environmental (CEQA) Documentation (assumed to be prepared by City of San Diego Staff) in accordance with WSP's ISO quality standards.
- 3.6.2. The Design Professional will track all City reviewer comments on technical studies and provide formal responses via memo to each reviewer comment.

3.7. City Environmental Staff Supporting Activities

- 3.7.1 The City will be responsible for preparation and processing of any required Site Development Permit (SDP), Environmental Document, or other discretionary application for the project.

4. ENGINEERING STUDIES & UTILITY/PROPERTY COORDINATION

4.1. Supplemental Engineering Surveys

- 4.1.1. Supplemental Topography Surveys

4.1.1.a. The Design Professional will not perform any topographic surveys of the project.

4.1.2. City Survey Supporting Activities

- 4.1.2.a. The City will perform all supplemental topographic survey of alternate design areas within the canyons to cover those areas that are not part of the original City provided surveys and the limits of the anticipated alignments shown in Attachment 1. The City will also be responsible for any surveys within Roadways portions for the project and for the Survey of pothole data performed by the pothole crew.

4.2. Geotechnical Design Investigation & Report

4.2.1. Objective

4.2.1.a. The Design Professional will perform a geotechnical investigation for the portions of the project in canyon areas and at the locations of the deep manholes. The geotechnical investigation program will cover Segments 1 through 4 (trenchless sections) and the locations of the deep manholes shown in Attachment 2. It will not cover sewer portions designed by the City. The base alignment geotechnical investigation will be limited to include:

- 4 geotechnical exploratory borings
- 6 geotechnical backhoe test pits
- Geologic slope logging along the exposed slope faces

4.2.1.b. The proposed boring and test pit locations are shown on Attachment 4. Modifications to the program may be required depending on the subsurface conditions encountered, which are not included. The geotechnical investigation will include geologic field mapping, exploratory test borings, backhoe test pit excavations, and geotechnical laboratory testing on encountered materials. No environmental testing is planned.

4.2.1.c. The objective of the geotechnical investigation is to:

- Characterize the general subsurface and geologic conditions of the project area
- Provide an assessment of soil/rock material properties
- Evaluate groundwater site conditions, if encountered
- Evaluate potential seismic site conditions
- Identify geotechnical conditions that could impact alignment selection, construction and costs
- Provide geotechnical recommendations for design and construction.

4.2.2. Geotechnical Activities

4.2.2.a. The following activities will be performed by the Design Professional as a part of the geotechnical investigation:

4.2.2.a.i. The Design Professional will use the results of the “desktop” review of existing geotechnical information from Task 2.3 to maximize the effectiveness of the planned exploration.

4.2.2.a.ii. The investigation will consist of drilling the number of borings at various locations along the alignment as identified in Section 4.2.1.a. and shown in Attachment 4. Final boring locations are expected to vary based upon available site conditions. Significant deviations are not included.

- 4.2.2.a.iii. Boring target depths is 20 feet below ground surface except for one boring at the manhole location that will extend to a target depth of 40 feet. Backhoe test pit target depths are 10 feet below ground surface. Final depths may be adjusted depending on field conditions encountered.
 - 4.2.2.a.iv. The Design Professional will request an Underground Service Alert (USA) search. The services of a professional geophysical testing company will be utilized to perform utility clearance for the borings located in paved areas.
 - 4.2.2.a.v. Top 5 feet of all boreholes located in paved areas and in close proximity of existing buried utilities in the canyon areas will be hand augered as an additional precaution.
 - 4.2.2.a.vi. Borings will be drilled with Hollow Stem Auger drilling equipment. It is anticipated that drilling will be performed using 8-inch diameter augers. If non-nested cobbles greater than 6 inches in size are encountered, larger diameter auger drilling may be employed up to 12 inches in diameter. If nested cobbles or boulders (>12 inches in size) are encountered, then alternative drilling methods may be required (e.g., bucket hole or air percussion). The fee estimate does not include costs for this type of drilling. An adjustment in the fee will be requested if nested cobbles or boulders are encountered and the drilling cannot be further advanced with the equipment described above.
 - 4.2.2.a.vii. Sampling intervals will generally be at 5 feet intervals alternating SPT and Modified California samplers in boreholes. Additional soil samples in boreholes may be collected depending on the actual subsurface conditions encountered.
 - 4.2.2.a.viii. Perform excavation of test pits with a rubber tire backhoe (e.g., Case 580 Extend-a-Hoe). The conditions encountered within test pits will be logged and photographs will be taken of the encountered materials. Disturbed bulk samples of material from the test pits will be secured for further examination and laboratory testing.
 - 4.2.2.a.ix. Geologic slope logging will be performed along the native slopes to observe and document slope conditions. Slope logging will be performed using a tape measure to establish distance control along the slope. Photographs will be included along each slope to document the conditions. Grab samples using a pick and shovel may be secured for further examination and laboratory testing.
 - 4.2.2.a.x. Borings in paved areas will be backfilled with a grout/bentonite mix and asphalt cold patches will be placed to restore the surface. Test pits in the canyon areas will be backfilled with soil removed for test pit excavation.
 - 4.2.2.a.xi. Excess soil cuttings from the borings in paved areas will be drummed and stored on-site. The Design Professional shall not perform any testing, transportation, nor disposal of excess soil cuttings.
 - 4.2.2.a.xii. Field work will be conducted during regular hours (7am to 5pm) during business days (Monday to Friday).
- 4.2.3. Geotechnical Boring Environmental Support
- 4.2.3.a. Application

- 4.2.3.a.i. Site reconnaissance and field testing will be performed in accordance with the City of San Diego's Information Bulletin No. 511 dated July 2020.
- 4.2.3.a.ii. The Design Professional will perform the geotechnical and field investigation work and be responsible for, but not limited to, obtaining San Diego Department of Environmental Health (DEH) permits and City of San Diego Development Services permits to perform borings, utility clearance, accessing work locations, drilling and rock coring, grouting of boreholes, and site restoration. It is assumed that no other permits are required to perform the proposed geotechnical investigation program. Site access permission and entry will be provided and coordinated by the City.
- 4.2.3.a.iii. The Design Professional will conduct the necessary field surveys for biological and cultural resources and prepare the necessary application sections per City Information Bulletin 511 (July 2020) regarding the site reconnaissance and testing within environmentally sensitive lands. The submittal package will include all required components including a cover memo, general application DS-3032, vicinity map, plans/drawings and photos. The Design Professional will submit the Application Package for Information Bulletin 511 and obtain the permit approval.
- 4.2.3.a.iv. The application sections will summarize biological and cultural resources that may be affected by geotechnical boring and any mitigation or avoidance measures that will be required.
- 4.2.3.b. Monitoring
- 4.2.3.b.i. Biological and cultural monitor monitors will attend a pre-activity meeting with the client, geotechnical contractors, and/or City staff to discuss needs for the geotechnical investigation.
- 4.2.3.b.ii. If geotechnical work will occur during the bird breeding season (generally February 15 to August 15), we will conduct a pre-activity nesting bird survey within the geotechnical work area. It is intended that the survey will occur within three days prior to the start of geotechnical boring. We will provide the City with an email summary of the results of the survey within 24 hours.
- 4.2.3.b.iii. The qualified biological monitor will be present full-time during vegetation clearing/removal, any necessary grading, and boring to the surveyors and help minimize potential impacts to biological resources. This scope assumes geotechnical work will take 5 8-hour days. If any nests are found during the pre-activity nest survey, the biological monitor will work with the crews to determine a work plan that meets the needs of the investigation while avoiding impacts to the nest(s). Mitigation will be limited to minor adjustment of drilling locations and small portable sound curtains. Additional measures are not included.
- 4.2.3.b.iv. Provide an archaeological monitor for up to 10 8-hour days and a Native American monitor for the pre-activity meeting and up to 10 8-hour days of geotechnical monitoring.

4.2.3.b.v. The results of the biological and cultural monitoring will be documented in a monitoring letter and provided to the client for submittal to the City. The report will summarize geotechnical activities, describe measures taken to avoid and minimize impacts to sensitive biological and cultural resources, quantify any impacts, and identify mitigation measures, if needed. Prepare one round of revisions, if necessary. One PDF version of the final report will also be submitted to the South Coastal Information Center per the archaeological standard of profession.

4.2.3.b.vi. Any habitat areas disturbed by equipment or vehicles during the geotechnical investigation will be hydroseeded. We will identify an appropriate native vegetation/erosion control seed mix and oversee hydroseed application. It is assumed that up to 0.5 acre of hydroseeding will be required.

4.2.4. Geotechnical Investigation Report

4.2.4.a. Using the results of the investigations above, a Geotechnical Investigation Report will be prepared by the Design Professional. The report will include:

- 4.2.4.a.i. Description of regional and local geologic settings and geologic hazards
- 4.2.4.a.ii. Boring logs, test pit logs, slope logs and photos
- 4.2.4.a.iii. Groundwater conditions (if encountered)
- 4.2.4.a.iv. Laboratory test results
- 4.2.4.a.v. Geotechnical and geologic conclusions
- 4.2.4.a.vi. Engineering design criteria recommendations

4.2.5. Geotechnical Design Deliverables

4.2.5.a. The following deliverables will be provided by the Design Professional as a part of the Geotechnical Investigation Task:

- 4.2.5.a.i. Draft Geotechnical Investigation Report
- 4.2.5.a.ii. Final Geotechnical Investigation Report

4.2.6. City Geotechnical Supporting Activities & Exclusions

4.2.6.a. The City will perform the following tasks in support of the Geotechnical Work:

- 4.2.6.a.i. Payment of the City Permit associated fees, if needed.
- 4.2.6.a.ii. Provide as-built and survey records of existing sewer alignments and elevation along the project corridor.
- 4.2.6.a.iii. Provide copies of all geotechnical reports performed for nearby projects, if available.
- 4.2.6.a.iv. Long-term 25-month maintenance period for hydroseeding (if required).
- 4.2.6.a.v. Provide access to the bottom of canyons areas through paths accessible by conventional drill rigs and rubber tire backhoe equipment. It is anticipated that this can be achieved through either the SDG&E Yard or Caltrans I-805 access ramp.
- 4.2.6.a.vi. Provide testing for hazards, transportation, and disposal of any excess soil cuttings through a licensed company in accordance with state, county and city regulations.

4.3. Utility Research, Mapping, and Potholing

The Design Professional will provide utility investigations and potholing of critical utilities within the canyon areas of the project as described below.

4.3.1. Utility Research and Mapping

- 4.3.1.a. The Design Professional will use the As-Built information received from the City and other utility owners as a result of the requests described in Section 2.2 to create utility mapping levels to be used for the detailed design. It is anticipated that utilities in these areas will be limited to overhead power, sewer, and storm drains. Supplemental research is not included.
- 4.3.1.b. The Design Professional will perform a review of this information to identify potential conflicts with the proposed sewer and access road facilities. If conflicts are identified, the Design Professional will notify the City for coordination purposes. Coordination work by the Design Professional will be limited to providing data from Section 4.3.1.a. to support the City's discussions with the utility owners.
- 4.3.2. Utility Potholing
 - 4.3.2.a. Using the information from Section 4.3.1., the Design Professional will consult with City staff to determine potholing of critical utilities is needed within the project area. It is anticipated that the potholing will be limited to potholes indicated in Attachment 3.
 - 4.3.2.b. If potholing is determined to be required, then the Design Professional will provide potholing services using the following approach and criteria:
 - 4.3.2.b.i. Up to 10 potholes will be performed (including potholes where anticipated utilities are not found) using Vacuum Excavation.
 - 4.3.2.b.ii. Potholes will be limited to 12 in x 12 in, performed to the top of pipe or encasement (up to 8 feet deep) with sand backfill and a permanent surface patch.
 - 4.3.2.b.iii. Neither engineered (D Sheet) traffic control plans nor limitations on work hours are included.
 - 4.3.2.b.iv. Consultant will prepare the permit applications and submit to Development Services Department. The City will issue permits for potholing at no cost.
 - 4.3.2.c. A detailed potholing report will be provided at the conclusion of the investigation.

4.4. Not used

4.5. SDG&E & Private Property Coord (Base)

- 4.5.1. SDG&E (Base)
 - 4.5.1.a. General - The Design Professional will coordinate with SDG&E to facilitate the development an agreement that would allow the City to construct and maintain a sewer main crossing the existing SDG&E easement near Onalaska, as shown in Attachment 5.
 - 4.5.1.b. Coordination - The Design Professional will coordinate between the City and SDG&E to identify and define a common understanding about project details, critical issues, processes, roles, and responsibilities associated with right of way support activities. Critical matters include defining specific document templates and language, preparation/review responsibilities, legal reviews, communication flows, contract signatories, and the payment process.
 - 4.5.1.c. Joint Use Agreement - Once consensus on the agreement terms is reached, the Design Professional shall negotiate, prepare, record and deliver a Joint Use Agreement (JUA) document between San Diego Gas and Electric Company (SDG&E)

and City of San Diego Deliverables shall include the initial draft and final document preparation, owner contacts, negotiations with owners and final delivery of one (1) copy of the fully executed and recorded JUA document to both parties.

- 4.5.1.d. It is mutually understood that the level of effort to obtain final SDG&E approval could vary significantly depending on their degree of acceptance of the concept and the City concurrence. Therefore, the fee and hours estimate in the fee spreadsheet is provided as an allowance only. The Design Professional will monitor the progress of this activity and obtain the City's approval prior to continuing this work beyond 75% of this amount.
- 4.5.2. Private Property Coord (Base)
 - 4.5.2.a. General – The Design Professional will assist the City's Real Estate Assets Department with the acquisition of easements and private property owner coordination for up to 11 private parcels across the existing SDG&E easement on Onalaska Street, Fireside Avenue, and Jenny Avenue as shown in Attachment 5. All of these services will be on an as-requested basis, when directed by the City's Project Manager. The level of effort is unknown, and the fee amount is an allocation only to provide for these services.
 - 4.5.2.b. Property Plats – Once the alignment is selected and the 60% Design submittal has been approved by the City, the Design Professional will prepare property acquisition plats for easements within up to 11 private parcels across the existing SDG&E easement on Onalaska Street, Fireside Avenue, and Jenny Avenue for use by the City's Real Estate Assets Department in the acquisition process. The work is limited to one review cycle by the City with draft and final submittals.
 - 4.5.2.c. City Property Services
 - 4.5.2.c.i. Unless directed otherwise under Section 4.4.2.a., the City will provide all other property related services including but not limited to title reports, appraisals, property owner negotiations, and agreements to secure the easements for the alternative alignment of the project.
 - 4.5.2.c.ii. The City will provide all survey CAD files for property plat areas that include all existing easements. Legal Descriptions will be tied to monuments as directed by the City, prior to plat development.

4.6. Not used

4.7. Stormwater Reports

- 4.7.1. DS-560 Stormwater Requirements Applicability Checklist – The Design Professional shall complete a Storm Water Requirements Applicability Checklist. It is assumed that the project will not be subject to permanent storm water BMP requirements because it includes construction of underground utilities without creating new impervious surfaces.
- 4.7.2. SWPPP - The Design Professional shall prepare a Draft Type 1 LUP SWPPP in accordance with the 2009 Construction General Permit using Attachment 1 as guidance for determining applicability. The SWPPP will cover the entire project, including the portions of the project located within City streets. Deliverable will be a Draft SWPPP for use by the City with the assumption that the Contractor will be responsible for uploading to the SMARTS database and obtaining the WDID number.

4.7.3. Assumptions/Clarifications: It is assumed that this project is not proposing any grading that would alter existing flow patterns of stormwater in the project limits. Therefore, no work is included for preparing a Drainage Report (hydrology and hydraulic calculations), since all existing drainage facilities are assumed to have adequate capacity and no increases in stormwater flow are expected.

Design Phase - Plans, Specifications and Estimate (PS&E)

Using the information developed in the Pre-Design Phase that was approved by the City, the Design Professional will be required to submit construction document design packages for review at the 60%, 100% and Final Design stages. Each review cycle will require the Design Professional to attend one comment review meeting to agree on the changes needed to resolve comments.

Design Professional shall provide the following Design submittals:

- 60% Design (Task 5) - Baseline
- 100% Design (Task 6) - Baseline
- Final Design (Task 7) - Baseline
- Alternative Alignment

Work Elements performed by the City:

- Resurfacing design
- Pedestrian ramp design
- Sewer Mains in streets and merge the Design Professional's design sheets with in-house City design. The City to provide the latest version of the City design documents and CAD files to the Design Professional at each stage of the design.
- Utility coordination and design for all street portions of the project. The City to provide the latest version of the utility data CAD files to the Design Professional at each stage of the design.
- Traffic Control Design outside of Murray Ridge Road
- Environmental Documentation (CEQA) and all permitting not listed separately via development services
- Design products not specifically identified in this scope of services

5. 60% DESIGN SUBMITTAL

The Design Professional shall create a 60% design submittal using the City provided 30% design plans as modified by the approved Alignment Study results that shall include the design components described in this section. The 60% design will also have fulfilled the standard 60% checklist requirements shown in Attachment 7. Once reviewed, the City will provide comments on the 60% design submittal to be incorporated in the next design. All submittals will be electronic.

DELIVERABLES:

- 60 Percent Design drawings
- Specifications Outline and 60% level of anticipated new specifications, and
- Preliminary Construction Estimate

5.1. 60% Sewer Design Plans

- 5.1.1. The Design Professional will develop sewer design plan sheets and details to the 60% design level and incorporate comments from the alignment study. The sewer design will include the portions of the project that are within canyon areas.
- 5.1.2. The City will provide comments on the 60% design submittal to be incorporated in the next design submittal. Deliverables will include only digital copies.
- 5.1.3. Deliverables: 60% Sewer Plans and Details (14 Sheets)

5.2. 60% Access Design Plans

- 5.2.1. The Design Professional will develop access road design plan sheets and details to the 60% design level of completion and incorporate comments from the alignment study.
- 5.2.2. The access road design will be limited to approximately 1,500LF in length and 8ft-wide decomposed-granite (DG) access road to allow for the construction and maintenance of the baseline sewer segments, as shown in Attachment 6 without specialty drainage crossing design. The proposed access improvements will be smoothing, stabilizing and widening the road, if need be, to ensure adequate access to the sewer. No retaining wall or structural design is included. It is assumed that the access road downstream at the trunk sewer is in good condition and does not require any work.
- 5.2.3. Deliverables: 60% Access Plans and Details (5 Sheets)

5.3. 60% Tunneling and Structural Design Plans

- 5.3.1. Tunneling Plans
 - 5.3.1.a. The Design Professional will prepare tunneling plans and details to comply with the tunneling recommendations from the Final Geotechnical Report.
 - 5.3.1.a.i. Deliverables: 60% Tunneling Plans and Details (3 Sheets)
- 5.3.2. Structural Design Plans
 - 5.3.2.a. The Design Professional will prepare deep sewer manhole plans and structural design calculations in accordance with AASHTO LRFD Bridge Design Specifications, 8th Edition and Caltrans criteria. The City of San Diego Sewer Design Guidelines requires a dual access manhole for sewer mains that exceed 25ft in depth.
 - 5.3.2.b. For the Baseline alignment, this will be limited to the manholes on Grayling Drive.
 - 5.3.2.c. Obtaining a separate structural permit is not included.
 - 5.3.2.d. Deliverables: 60% Structural Plans and Structural Details (2 Sheets)

5.4. 60% Traffic Control Design Plans

- 5.4.1. The Design Professional will develop traffic control plans for the portions of the project on Murray Ridge Road, as shown on Attachment 6 per current City Standards. For the Baseline alignment, this will be limited to the tunneling pits and connections near Pollard Avenue.
- 5.4.2. Deliverables: Traffic Control Plan Sheets (2 Sheets)

5.5. 60% Revegetation Design Plans

- 5.5.1. The Design Professional prepare a 60% Habitat Restoration Plan for the restoration of the project areas that will be temporarily impacted during construction of the project. The Habitat Restoration Plan will include recommendations for implementation measures, including site preparation, native container stock and/or seed installation, maintenance and monitoring activities, and progress reporting.

- 5.5.2. The Design Professional will prepare a palette of recommended native seed mix and/or containerstock types and quantities.
- 5.5.3. Recommendations that the non-native invasive species be treated through a variety of techniques including herbicide application via backpack sprayers, line trimmers, and/or hand removal, depending on the stage of growth at the time of removal. A requirement that all habitat activities be documented in a progress letter which should include figures and photo-documentation.
- 5.5.4. The revegetation plan will be provided on up to five 11 x 17-inch or D-size revegetation plan sheets. The plan will be consistent with the City's Biology Guidelines and Landscape Standards. It is assumed that supplemental irrigation will not be necessary, so a separate irrigation plan is not included. The revegetation plan will describe (at minimum) the following:
- 5.5.4.a. Site preparation techniques;
 - 5.5.4.b. Seeding and/or planting palettes;
 - 5.5.4.c. Site and weed maintenance activities, methods, and schedule;
 - 5.5.4.d. Monitoring activities, methods, and schedule;
 - 5.5.4.e. Success criteria;
 - Site protection measures (e.g. fencing and/or signage);
 - Erosion control measures (e.g. fiber rolls and/or silt fencing); and
 - Seasonal restrictions (if any).
- 5.5.5. Deliverables: 60% Revegetation Plan Sheets (5 Sheets)

5.6. 60% Stormwater Design Plans (Erosion Control)

- 5.6.1. Using the results of the Stormwater Reports in Section 4.7, the Design Professional will prepare temporary Erosion Control Plans & Details per current City Standards, using City provided CAD blocks.
- 5.6.2. Deliverables: Erosion Control Sheets (5 Sheets)
- 5.6.3. No design of permanent stormwater control facilities is included.

5.7. 60% Construction Estimate

- 5.7.1. Using the 60% design plans and the latest City of San Diego Unit Price List, the Design Professional will prepare a preliminary construction estimate for the canyon portions of the work.
- 5.7.2. The estimate will include preliminary recommendations for an adjustment factor range for specialty items including tunneling, deep manholes, access roads, and revegetation work.

5.8. Specifications Outline and 60% Drafts of New Sections

- 5.8.1. The Design Professional will prepare a preliminary list of the City standard technical specifications sections that will need modification and inclusion in the special provisions for the project. This will include brief descriptions of the key items that will need modification.
- 5.8.2. If available, samples anticipated specification changes from other projects will be provided in draft form.

5.9. Quality Control Review & Comment Resolution

- 5.9.1. Independent reviewers will perform an in-depth Quality Control review in accordance with WSP ISO standards of the 60% Design.
- 5.9.2. As part of the review of the 60% design, WSP will review all design plans for conformance with environmental commitments, including mitigation measures and/or permit conditions to ensure compliance.

5.9.3. QC Documentation will be provided to the City upon request.

6. 100% DESIGN SUBMITTAL

The Design Professional shall advance the 60% Design to 100% Design level. The 100% Design is essentially fully complete in details, notes and all aspects are considered at a 100 % level of completion. The 100% design will also have fulfilled the standard 100% checklist requirements shown in Attachment 7. Design Professional shall incorporate agreed upon City comments from the 60% submittal. The City will make final comments of the 100% design submittal to be incorporated in the (Final) Design. All submittals will be electronic.

DELIVERABLES

- 100% Design Drawings,
- Completed Specifications, bid list which shall have all applicable sections, appendix information
- Updated construction estimate attached, and
- Written responses to the City's 60% Design review comments

6.1. 100% Sewer Design Plans

- 6.1.1. The Design Professional will develop sewer design plan sheets and details to the 100% design level and incorporate comments from the alignment study. The sewer design will include the portions of the project that are within canyon areas.
- 6.1.2. The City will provide comments on the 100% design submittal to be incorporated in the next design submittal. Deliverables will include only digital copies.
- 6.1.3. Deliverables: 100% Sewer Plans and Details (17 Sheets)

6.2. 100% Access Design Plans

- 6.2.1. The Design Professional will develop access road design plan sheets and details to the 100% design level of completion and incorporate comments from the 60% design review.
- 6.2.2. The access road design will be limited to approximately 1,500LF in length and 8ft-wide decomposed-granite (DG) access road to allow for the construction and maintenance of the baseline sewer segments, as shown in Attachment 6 without specialty drainage crossing design. The proposed access improvements will be smoothing, stabilizing and widening the road, if need be, to ensure adequate access to the sewer. No retaining wall or structural design is included. It is assumed that the access road downstream at the trunk sewer is in good condition and does not require any work.
- 6.2.3. Deliverables: 100% Access Plans and Details (5 Sheets)

6.3. 100% Tunneling and Structural Design Plans

6.3.1. Tunneling Plans

- 6.3.1.a. The Design Professional will prepare tunneling plans and details to 100% level of completion.

6.3.1.a.i. Deliverables: 100% Tunneling Plans and Details (3 Sheets)

6.3.2. Structural Design Plans

- 6.3.2.a. The Design Professional will prepare deep sewer manhole plans and structural design calculations in accordance with AASHTO LRFD Bridge Design Specifications, 8th Edition

and Caltrans criteria. The City of San Diego Sewer Design Guidelines requires a dual access manhole for sewer mains that exceed 25ft in depth.

6.3.2.b. For the Baseline alignment, this will be limited to the manholes on Grayling Drive.

6.3.2.c. Obtaining a separate structural permit is not included.

6.3.2.d. Deliverables: 100% Structural Plans and Structural Details (2 Sheets)

6.4. 100% Traffic Control Design Plans

6.4.1. The Design professional will develop traffic control plans for the portions of the project on Murray Ridge Road, as shown on Attachment 6 per current City Standards. For the Baseline alignment, this will be limited to the tunneling pits and connections near Polland Avenue.

6.4.2. Deliverables: Traffic Control Plan Sheets (2 Sheets)

6.5. 100% Revegetation Design Plans

6.5.1. The Design Professional update the Habitat Restoration Plan to a 100% level of completion for the restoration of the project areas that will be temporarily impacted during construction of the project. The Habitat Restoration Plan will include recommendations for implementation measures, including site preparation, native container stock and/or seed installation, maintenance and monitoring activities, and progress reporting.

6.5.2. The Design Professional will update the palette of recommended native seed mix and/or container stock types and quantities, if needed.

6.5.3. The Design Professional will update the recommendations that the non-native invasive species be treated through a variety of techniques including herbicide application via backpack sprayers, line trimmers, and/or hand removal, depending on the stage of growth at the time of removal.

6.5.4. The revegetation plan will be provided on up to five 11 x 17-inch or D-size revegetation plan sheets. The plan will be consistent with the City's Biology Guidelines and Landscape Standards. It is assumed that supplemental irrigation will not be necessary, so a separate irrigation plan is not included. The revegetation plan will describe (at minimum) the following:

- 6.5.4.a. Site preparation techniques;
- 6.5.4.b. Seeding and/or planting palettes;
- 6.5.4.c. Site and weed maintenance activities, methods, and schedule;
- 6.5.4.d. Monitoring activities, methods, and schedule;
- 6.5.4.e. Success criteria;
 - Site protection measures (e.g. fencing and/or signage);
 - Erosion control measures (e.g. fiber rolls and/or silt fencing); and
 - Seasonal restrictions (if any).

6.5.5. Deliverables: 100% Revegetation Plan Sheets (5 Sheets)

6.6. 100% Stormwater Design Plans (Erosion Control)

6.6.1. The Design Professional will prepare temporary Erosion Control Plans & Details per current City Standards to a 100% level of detail.

6.6.2. Deliverables: Erosion Control Sheets (5 Sheets)

6.6.3. No design of permanent stormwater control facilities is included.

6.7. Draft Specifications

6.7.1. The Design Professional will prepare draft specifications for those sections of the City standard technical specifications that need modification for inclusion in the special provisions for the project.

6.7.2. Specifications will only include the specialty items that cannot be covered by the City standard specifications, including tunneling, deep manholes, access roads, and revegetation work.

6.8. 100% Construction Estimate

6.8.1. Using the 100% design plans and the latest City of San Diego Unit Price List, the Design Professional will prepare a detailed construction estimate for the canyon portions of the work.

6.8.2. The estimate will include recommendations for adjustment factors for specialty items including tunneling, deep manholes, access roads, and revegetation work.

6.9. Responses to 60% City Comments

6.9.1. The Design Professional will prepare a list of responses to all of the City comments from the 60% design review.

6.9.2. The Design Professional will conduct a comment review meeting with the City staff to discuss all of the comment responses and they are addressed in the 100% design package.

6.10. Quality Control Review & Comment Resolution

6.10.1. Independent reviewers will perform an in-depth Quality Control review in accordance with WSP ISO standards of the 100% Design.

6.10.2. As part of the review of the 100% design, WSP will review all design plans for conformance with environmental commitments, including mitigation measures and/or permit conditions to ensure compliance.

6.10.3. QC Documentation will be provided to the City upon request.

7. FINAL DESIGN SUBMITTAL

Design is fully complete in all aspects and considered at final design and bid ready. The Design Professional shall incorporate City review comments from the 100% submittal. The Design Professional shall submit the final design and specifications for review. All The Design Professional's in-house review comments and all City review comments are addressed, and all disagreements and open issues are resolved prior to submittal of these documents to the CIP Project Manager. All submittals will be electronic.

DELIVERABLES

- Final Design Plans with electronic CADD media in MicroStation format in accordance with City of San Diego CADD Guidelines.
- Final Technical Specifications shall be provided on Microsoft WORD files
- Provide all final supporting reports from Section 4
- A final construction estimate, and
- A suggested sequence of work incorporating the acquisition of all permits

7.1. Final Sewer Design Plans

7.1.1. The Design Professional will develop sewer design plan sheets and details to the Final design level and incorporate comments from the alignment study. The sewer design will include the portions of the project that are within canyon areas.

7.1.2. The City will provide comments on the Final design submittal to be incorporated in the next design submittal. Deliverables will include only digital copies.

7.1.3. Deliverables: Final Sewer Plans and Details (17 Sheets)

7.2. Final Access Design Plans

7.2.1. The Design Professional will develop access road design plan sheets and details to the Final design level of completion and incorporate comments from the 100% design review.

7.2.2. The access road design will be limited to approximately 1,500LF in length and 8ft-wide decomposed-granite (DG) access road to allow for the construction and maintenance of the baseline sewer segments, as shown in Attachment 6 without specialty drainage crossing design. The proposed access improvements will be smoothing, stabilizing and widening the road, if need be, to ensure adequate access to the sewer. No retaining wall or structural design is included. It is assumed that the access road downstream at the trunk sewer is in good condition and does not require any work.

7.2.3. Deliverables: Final Access Plans and Details (5 Sheets)

7.3. Final Tunneling and Structural Design Plans

7.3.1. Tunneling Plans

7.3.1.a. The Design Professional will prepare tunneling plans and details to Final level of completion.

7.3.1.a.i. Deliverables: Final Tunneling Plans and Details (3 Sheets)

7.3.2. Structural Design Plans

7.3.2.a. The Design Professional will prepare deep sewer manhole plans and structural design calculations in accordance with AASHTO LRFD Bridge Design Specifications, 8th Edition and Caltrans criteria. The City of San Diego Sewer Design Guidelines requires a dual access manhole for sewer mains that exceed 25ft in depth.

7.3.2.b. For the Baseline alignment, this will be limited to the manholes on Grayling Drive.

7.3.2.c. Obtaining a separate structural permit is not included.

7.3.2.d. Deliverables: Final Structural Plans and Structural Details (2 Sheets)

7.4. Final Traffic Control Design Plans

7.4.1. The Design Professional will develop traffic control plans for the portions of the project on Murray Ridge Road, as shown on Attachment 6 per current City Standards. For the Baseline alignment, this will be limited to the tunneling pits and connections near Pollard Avenue.

7.4.2. Deliverables: Traffic Control Plan Sheets (2 Sheets)

7.5. Final Revegetation Design Plans

7.5.1. The Design Professional update the Habitat Restoration Plan to a final level of completion for the restoration of the project areas that will be temporarily impacted during construction of the project. The Habitat Restoration Plan will include recommendations for implementation measures, including site preparation, native container stock and/or seed installation, maintenance and monitoring activities, and progress reporting.

7.5.2. The Design Professional will prepare a palette of recommended native seed mix and/or container stock types and quantities.

7.5.3. Recommendations that the non-native invasive species be treated through a variety of techniques including herbicide application via backpack sprayers, line trimmers, and/or hand removal, depending on the stage of growth at the time of removal. A requirement that all habitat activities be documented in a progress letter which should include figures and photo-documentation.

7.5.4. The revegetation plan will be provided on up to five 11 x 17-inch or D-size revegetation plan sheets. The plan will be consistent with the City's Biology Guidelines and Landscape Standards. It is assumed that supplemental irrigation will not be necessary, so a separate irrigation plan is not included. The revegetation plan will describe (at minimum) the following:

- 7.5.4.a. Site preparation techniques;
- 7.5.4.b. Seeding and/or planting palettes;
- 7.5.4.c. Site and weed maintenance activities, methods, and schedule;
- 7.5.4.d. Monitoring activities, methods, and schedule;
- 7.5.4.e. Success criteria;
 - Site protection measures (e.g. fencing and/or signage);
 - Erosion control measures (e.g. fiber rolls and/or silt fencing); and
 - Seasonal restrictions (if any).

7.5.5. Deliverables: Updated Revegetation Plan Sheets (5 Sheets)

7.6. Final Stormwater Design Plans (Erosion Control)

7.6.1. The Design Professional will prepare temporary Erosion Control Plans & Details per current City Standards to a Final level of completion.

7.6.2. Deliverables: Erosion Control Sheets (5 Sheets)

7.6.3. No design of permanent stormwater control facilities is included.

7.7. Final Specifications

7.7.1. The Design Professional will prepare final specifications for those sections of the City standard technical specifications that need modification for inclusion in the special provisions for the project.

7.7.2. Specifications will only include the specialty items that cannot be covered by the City standard specifications, including tunneling, deep manholes, access roads, and revegetation work.

7.8. Final Construction Estimate & Sequence

7.8.1. Using the Final design plans and the latest City of San Diego Unit Price List, the Design Professional will prepare a detailed construction estimate for the canyon portions of the work.

7.8.2. The estimate will include recommendations for adjustment factors for specialty items including tunneling, deep manholes, access roads, and revegetation work.

7.9. Responses to 100% City Comments

7.9.1. The Design Professional will prepare a list of responses to all of the City comments from the 100% design review.

7.9.2. The Design Professional will conduct a comment review meeting with the City staff to discuss all the comment responses and ensure they are addressed in the Final design package.

7.10. Quality Control Review & Comment Resolution

7.10.1. Independent reviewers will perform an in-depth Quality Control review in accordance with WSP ISO standards of the Alignment Report.

7.10.2. QC Documentation will be provided to the City upon request.

8. EXPANDED ALIGNMENT DESIGN SUBMITTALS (PS&E)

The project currently has a baseline alignment selected, during the proposal stage it was determined to evaluate alternative alignments for each of the segments included in the design professional's scope. The fees identified in this task are in addition to the fees for the baseline scope and represent the additional effort required to implement the Alternative Alignments, except for those at the cul-de-sacs on Onalaska and Jenny Avenues which are included in the Baseline Alignment. The decision to design the baseline or the alternative scope must be made before beginning effort on the 60% submittal. If an alignment change occurs that requires rework a contract amendment may be necessary. All submittal requirements for the Baseline alignment from Tasks 5, 6, and 7 will apply to the Alternative Alignment as well, except as noted below. Consultant shall not proceed with this task until the City has selected the project alignment from the Alignment Study and provided direction per Section 2.9.

8.1. Sewer Design Plans for Alternative Alignment

8.1.1. The sewer design for the canyon north of Fireside Avenue will be limited to abandonment activities. It is anticipated that one abandonment sheet will be required for the canyon north of Fireside Avenue.

8.1.2. The sewer design on Murray Ridge will be limited to two sewer plan sheets.

8.2. Access Design Plans for Alternative Alignment

8.2.1. The access design for the canyon north of Fireside Avenue will be shifted to the SDG&E easement alignment. No access design will be provided for the canyon north of Fireside Avenue will be provided.

8.3. Tunneling and Structural Design Plans for Alternative Alignment

8.3.1. Tunneling Design Plans for Alternative Alignment

8.3.1.a. The tunneling design for the canyon north of Fireside Avenue will be shifted to the SDG&E alignment.

8.3.2. Structural Design Plans for Alternative Alignment

8.3.2.a. The structural design of manholes on Grayling Drive will be shifted to Murray Ridge Road.

8.4. Traffic Control Design Plans for Alternative Alignment

8.4.1. For the Alternative alignment, the Traffic Control design will expand to include the City's sewer alignment on Murray Ridge Road between Pollard and Harjoan Avenues.

8.5. Revegetation Design Plans for Alternative Alignment

8.5.1. For the Alternative alignment, the Revegetation design effort will be shifted to the SDG&E easement alignment. Revegetation design for the canyon north of Fireside Avenue will be limited to manhole abandonment areas, which will not require separate plan sheets. No additional work will be performed under this task for the alternative alignment.

8.6. Stormwater Design Plans for Alternative Alignment

8.6.1. The Erosion Control design for the canyon north of Fireside Avenue will be shifted to the SDG&E easement alignment. Erosion Control design for the canyon north of Fireside Avenue will be limited to manhole abandonment areas. No additional work will be performed under this task for the alternative alignment.

8.7. SDG&E & Private Property Coord (Alternative)

8.7.1. SDG&E (Alternative)

- 8.7.1.a. General - If the alternative alignment is selected for design, then the Design Professional will coordinate with SDG&E to facilitate the development an agreement that would allow the City to construct and maintain a sewer main within the existing SDG&E easement and access road between Elyssee and Chalar Streets, as shown in Attachment 5.
- 8.7.1.b. Coordination - The Design Professional will coordinate between the City and SDG&E to identify and define a common understanding about project details, critical issues, processes, roles, and responsibilities associated with right of way support activities. Critical matters include defining specific document templates and language, preparation/review responsibilities, legal reviews, communication flows, contract signatories, and the payment process.
- 8.7.1.c. Joint Use Agreement - Once consensus on the agreement terms is reached, the Design Professional shall negotiate, prepare, record and deliver a Joint Use Agreement (JUA) document between San Diego Gas and Electric Company (SDG&E) and City of San Diego. Deliverables shall include the initial draft and final document preparation, owner contacts, negotiations with owners and final delivery of one (1) copy of the fully executed and recorded JUA document to both parties.
- 8.7.1.d. It is mutually understood that the level of effort to obtain final SDG&E approval could vary significantly depending on their degree of acceptance of the concept and the City concurrence. Therefore, the fee and hours estimate in the fee spreadsheet is provided as an allowance only. The WSP will monitor the progress of this activity and obtain the City's approval prior to continuing this work beyond 75% of this amount.

8.7.2. Private Property Coord (Alternative)

- 8.7.2.a. General – If the alternative alignment is selected for design, then the Design Professional will assist the City's Real Estate Assets Department with the acquisition of easements and private property owner coordination for up to 13 private parcels along the existing SDG&E easement as shown in Attachment 5. All of these services will be on an as-requested basis, when directed by the City's Project Manager. The level of effort is unknown, and the fee amount is an allocation only to provide for these services.
- 8.7.2.b. Property Plats – Once the alignment is selected and the 60% Design submittal has been approved by the City, the Design Professional will prepare property acquisition plats for easements within up to 13 private parcels along the existing SDG&E access road for use by the City's Real Estate Assets Department in the acquisition process. The work is limited to one review cycle by the City with draft and final submittals.
- 8.7.2.c. City Property Services
 - 8.7.2.c.i. Unless directed otherwise under 4.4.2.1, the City will provide all other property related services including but not limited to title reports, appraisals, property owner negotiations, and agreements to secure the easements for the alternative alignment of the project.

8.7.2.c.ii. The City will provide all survey CAD files for property plat areas that include all existing easements. Legal Descriptions will be tied to monuments as directed by the City, prior to plat development.

8.8. Construction Estimate & Sequence for Alternative Alignment

8.8.1. No additional work will be performed under this task for the alternative alignment.

8.9. Comment Responses for Alternative Alignment

8.9.1. No additional work will be performed under this task for the alternative alignment.

8.10. Quality Control Review & Comment Resolution

8.10.1. No additional work will be performed under this task for the alternative alignment.

8.11. Geotechnical Investigation & Report for Alternative Alignment

8.11.1. If the alternative alignment is selected, additional 3 borings to a target depth of 45 feet along Murray Ridge Road will be included in the geotechnical investigation program. These borings will be on paved roads and follow the same requirements and details outlined in the borings planned for the base option under Task 4.2.

9. BID & AWARD SERVICES

The Design Professional shall provide design support to the City during the bidding and award phase of the construction packages identified in the Scope of Services for the project. The Design Professional shall respond to design-related technical questions from potential bidders and suppliers on the Contract Documents, assist the City's project manager in the preparation of necessary addendato contract documents, and revise the drawings as necessary for the addenda on an as-needed basis from requests from the City Project Manager. If the City elects to create the addenda, the Design Professional shall assist in preparing the necessary technical addenda to the contract documents. The Design Professional shall prepare or revise all the drawings required for the addenda. No Project Management services will be provided during bid & award, since the City will lead this phase.

9.1. Assist in Responding to Bidder Questions

9.1.1. The Design Professional shall prepare or revise up to 5 drawings required for the addenda.

9.2. Assist with Addenda Preparation

9.2.1. The Design Professional shall review the text for up to 5 addenda.

9.3. Attend Pre-bid meeting

9.3.1. Up to three members of the Design Professional shall attend the preconstruction meeting.

10. DESIGN SERVICES DURING CONSTRUCTION

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

10.1. Project Management Support for DSDC

10.1.1. Project Management services during construction will be performed on an as-needed basis and be limited to the total Project Management hours listed in the fee proposal.

10.2. Construction RFI Responses

10.2.1. The Design Professional shall review each written Request For Information (RFI) from the contractor (up to a total of 15), review the request and the appropriate sections/drawings of the technical documents and prepare written response to the contractor.

10.3. Submittal Reviews

10.3.1. The Design Professional shall review Contractor's submittals and resubmittals for conformance to the Contract Documents (up to a total of 10). The Design Professional shall review each submittal for conformance with design intent, materials application, design configuration, and overall compatibility with the facilities intended use. The Design Professional will review all submittals, except the submittals that are per the City of San Diego AML which will be approved by City staff.

10.4. Attend Construction Progress Meetings

10.4.1. Pre-Construction Meeting

10.4.1.a. The Design Professional's Project Manager shall attend and participate in the preconstruction conference.

10.4.2. Construction Progress Meetings

10.4.2.a. The Design Professional shall attend up to 5 construction progress meetings on an as-needed basis, review construction progress, and assist Project Manager as requested.

10.5. Field Visits / Observations

10.5.1. The Design Professional shall attend up to 5 field visits on an as-needed basis, review construction progress, and assist City Project Manager as requested

10.6. Change Order Evaluation & Support

10.6.1. The Design Professional shall review up to 5 change orders on an as-needed basis, review construction progress, and assist the City Project Manager as requested

10.7. As-built Drawing Support

10.7.1. The Design Professional shall update the original Contract Documents based on information (RFIs, DCs, Cos, Redlines) received from the Contractor through the Construction Manager and create the As-built drawings. It is assumed that a maximum of 20% design will be changed. The Design Professional shall follow City standards for As-built drawings and provide one electronic media in MicroStation format in accordance with the CADD Guidelines.

11. ADDITIONAL SERVICES

The Design Professional shall provide additional services as directed by the City Project Manager on a Time & Materials basis. Estimates for some specific services are provided below. However, the scope is undefined until directed by the City Project Manager.

11.1. Additional Services during Design

11.1.1. The Design Professional shall provide additional services as directed by the City Project Manager during the Design phase on an as-needed basis limited to the total hours listed in the fee proposal.

11.2. Supplemental CCTV & Dye Testing Inspections

11.2.1. General

11.2.1.a. All work on this task shall be considered Additional Services. Consultant shall not proceed with this task until directed by the City.

11.2.2. Supplemental CCTV

11.2.2.a. If the CCTV information provided by the City in Section 2.1 does not cover all of the needed areas, The Design Professional will perform CCTV pipe inspection on up to 3,000 LF of 8"/10" sewer mains as shown on Attachment 3. The CCTV effort will be limited to those mains within 800 feet of vehicular accessible manholes.

11.2.2.b. Prior to the CCTV effort, the City shall ensure that the mains to be televised are clean and ready for inspection.

11.2.2.c. The Design Professional will provide a digital file and report of the inspection. Line sizes in these reports are estimates of the interior and may vary.

11.2.3. Dye Testing

11.2.3.a. If the CCTV & sewer lateral data provided by the City in Section 2.1 does not confirm the service points, then the Design Professional will perform dye testing on up to 15 properties as shown on Attachment 3 for those areas where supplemental CCTV testing is being performed.

11.2.3.b. The City will provide mailed notices to each of these property owners 2 weeks in advance of the testing.

11.3. Noise Mitigation for Geotechnical Borings

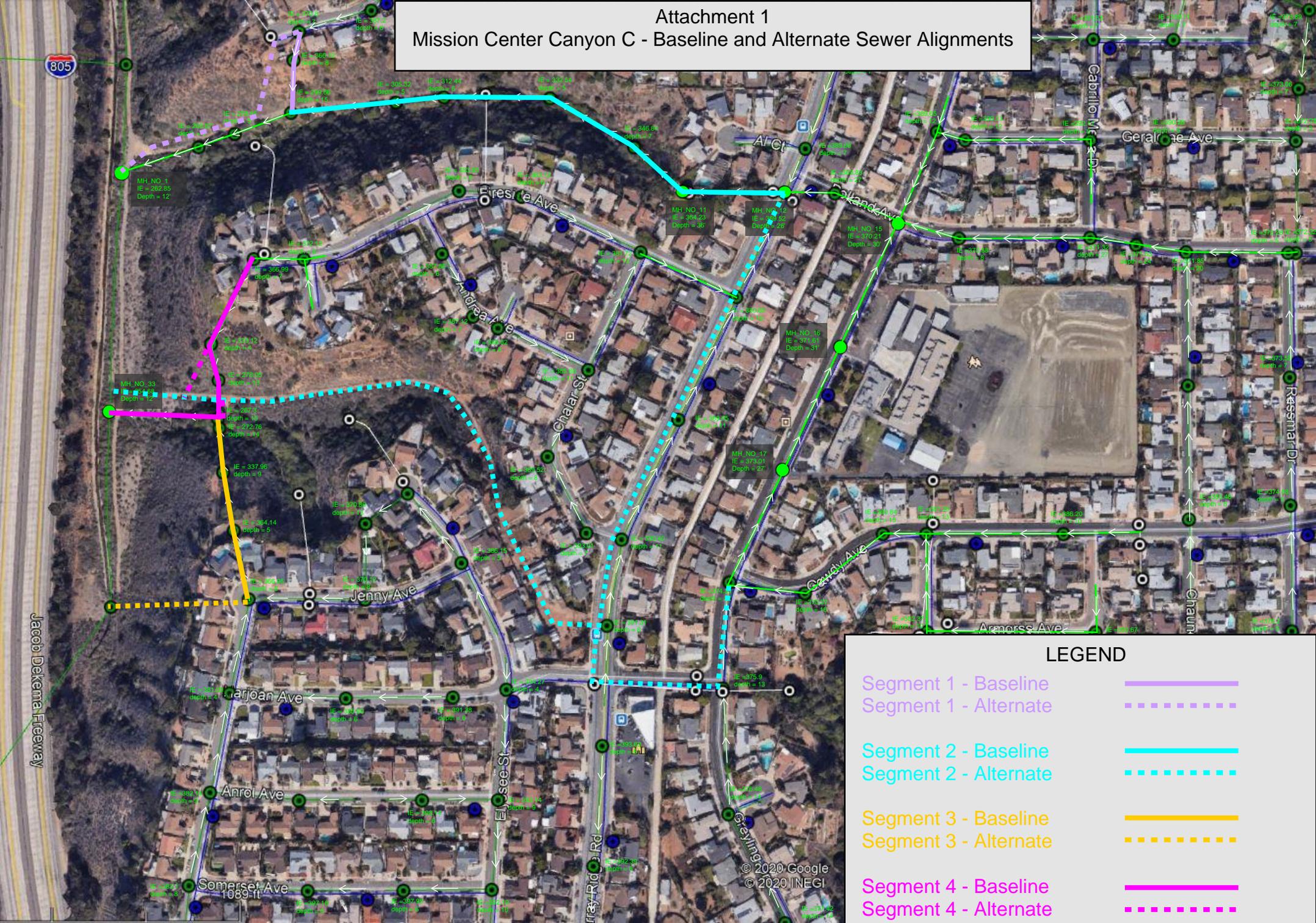
11.3.1. As described in Section 4.2.3.b.v, mitigation measures for noise may be required during the geotechnical boring activities. Noise mitigation efforts are limited to the amount shown in Exhibit B Task 11.3. Additional efforts beyond this amount are not included.

11.4. Additional Services during Other Phases

11.4.1. The Design Professional shall provide additional services as directed by the City Project Manager during the other phases on an as-needed basis limited to the total hours listed in the fee proposal.

END OF SCOPE OF SERVICES

Attachment 1 Mission Center Canyon C - Baseline and Alternate Sewer Alignments



LEGEND

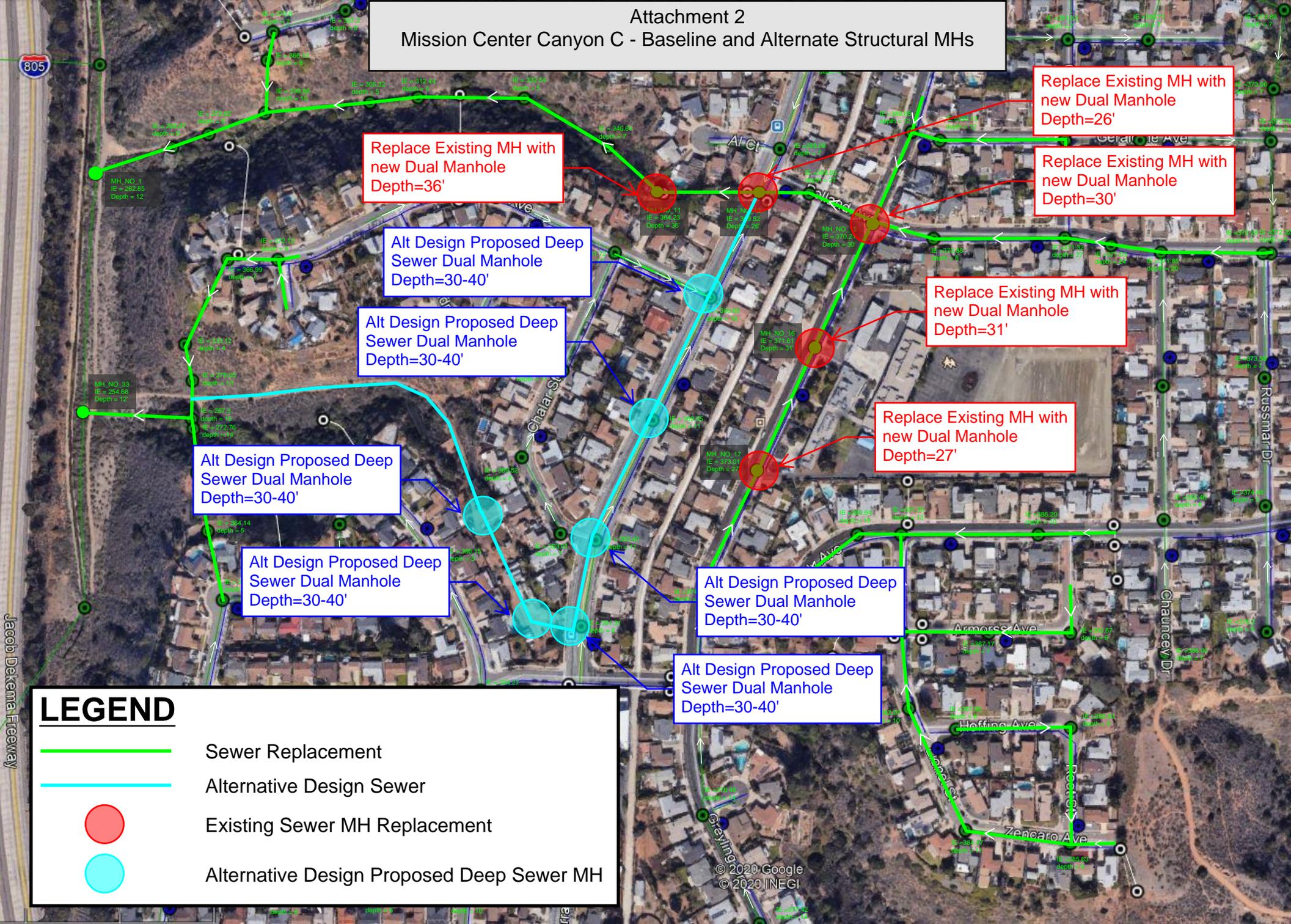
- Segment 1 - Baseline
- Segment 1 - Alternate

- Segment 2 - Baseline
- Segment 2 - Alternate

- Segment 3 - Baseline
- Segment 3 - Alternate

- Segment 4 - Baseline
- Segment 4 - Alternate

Mission Center Canyon C - Baseline and Alternate Structural MHs



Replace Existing MH with new Dual Manhole
Depth=36'

Replace Existing MH with new Dual Manhole
Depth=26'

Replace Existing MH with new Dual Manhole
Depth=30'

Alt Design Proposed Deep Sewer Dual Manhole
Depth=30-40'

Replace Existing MH with new Dual Manhole
Depth=31'

Alt Design Proposed Deep Sewer Dual Manhole
Depth=30-40'

Replace Existing MH with new Dual Manhole
Depth=27'

Alt Design Proposed Deep Sewer Dual Manhole
Depth=30-40'

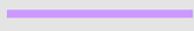
LEGEND

-  Sewer Replacement
-  Alternative Design Sewer
-  Existing Sewer MH Replacement
-  Alternative Design Proposed Deep Sewer MH

Attachment 3 Mission Center Canyon C - Potholing, CCTV, & Dye Testing



LEGEND

- CCTV 
- Potholing 
- Dye Testing 
- Segment 1 - Baseline 
- Segment 1 - Alternate 
- Segment 2 - Baseline 
- Segment 2 - Alternate 
- Segment 3 - Baseline 
- Segment 3 - Alternate 
- Segment 4 - Baseline 
- Segment 4 - Alternate 

Attachment 4 - Proposed Investigation Location Plan

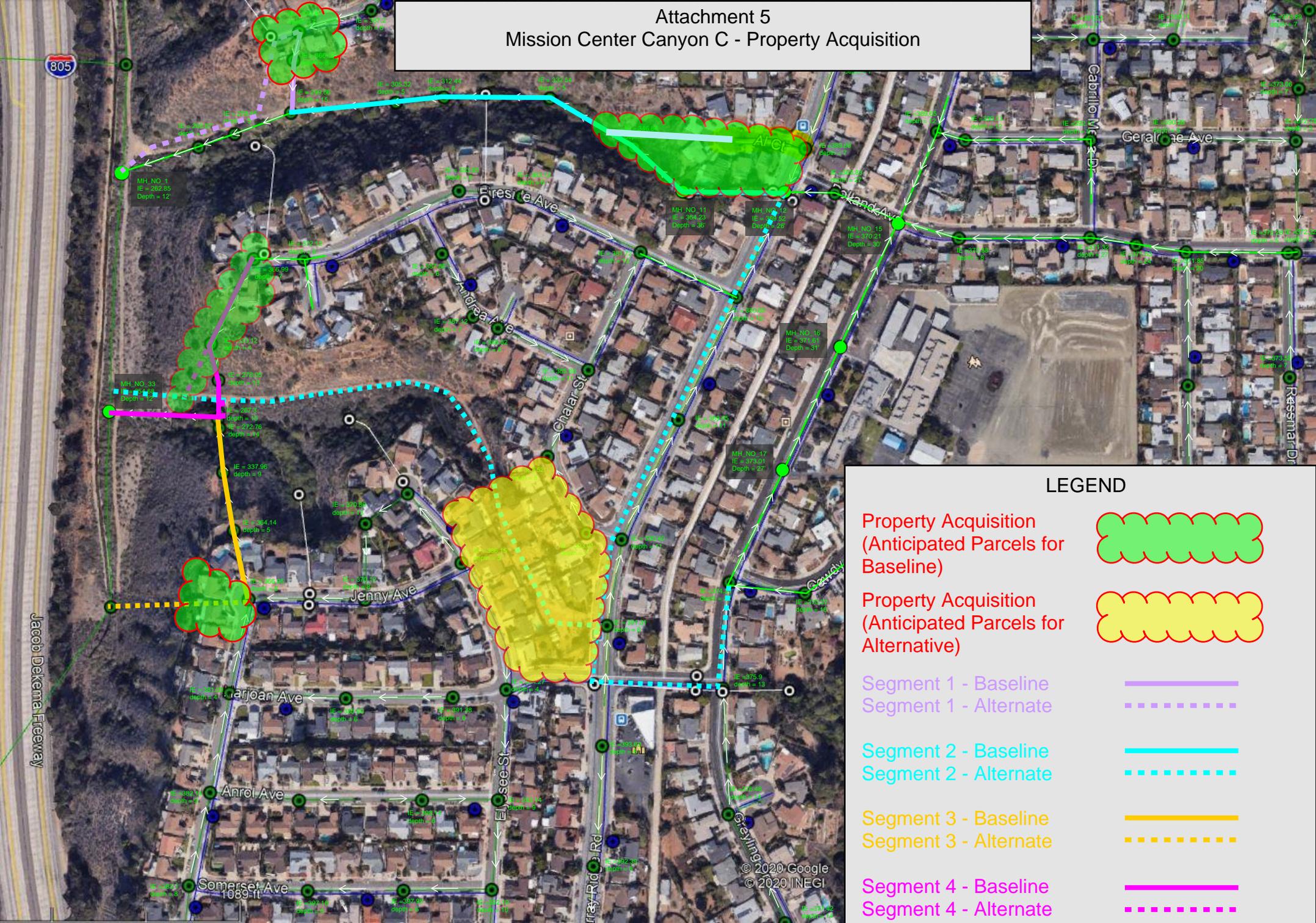


- Proposed Boring (Base Alignment)
- Proposed Boring (Alternate Alignment)
- ▲ Proposed Test Pit

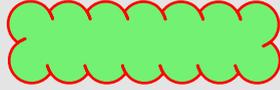
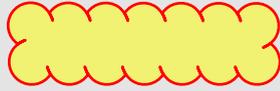
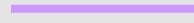
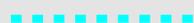
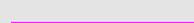
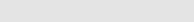
LEGEND

Segment 1 - Baseline	———
Segment 1 - Alternate	·····
Segment 2 - Baseline	———
Segment 2 - Alternate	·····
Segment 3 - Baseline	———
Segment 3 - Alternate	·····
Segment 4 - Baseline	———
Segment 4 - Alternate	·····

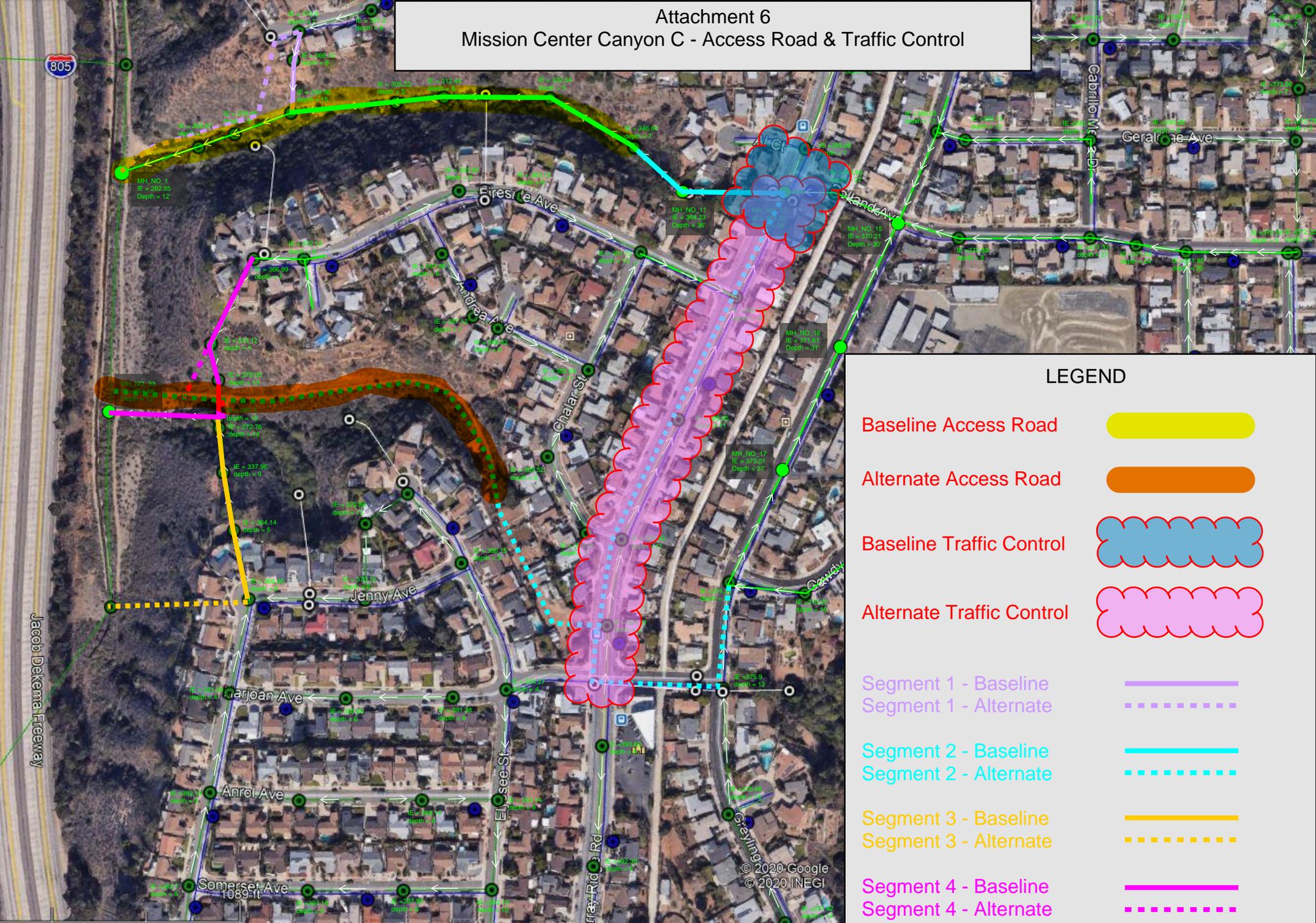
Attachment 5 Mission Center Canyon C - Property Acquisition



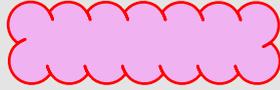
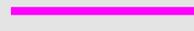
LEGEND

- Property Acquisition (Anticipated Parcels for Baseline) 
- Property Acquisition (Anticipated Parcels for Alternate) 
- Segment 1 - Baseline 
- Segment 1 - Alternate 
- Segment 2 - Baseline 
- Segment 2 - Alternate 
- Segment 3 - Baseline 
- Segment 3 - Alternate 
- Segment 4 - Baseline 
- Segment 4 - Alternate 

Attachment 6 Mission Center Canyon C - Access Road & Traffic Control



LEGEND

- Baseline Access Road 
- Alternate Access Road 
- Baseline Traffic Control 
- Alternate Traffic Control 
- Segment 1 - Baseline 
- Segment 1 - Alternate 
- Segment 2 - Baseline 
- Segment 2 - Alternate 
- Segment 3 - Baseline 
- Segment 3 - Alternate 
- Segment 4 - Baseline 
- Segment 4 - Alternate 

Sewer, Water & Storm Drain Projects

Checklist for Plans at **30% Submittal**

(This is a guide for items required for plans, specifications, and estimates. DCE/PM shall provide additional information as required to address comments during the Citywide Plan Check.)

Project: _____ **DATE:** _____
COMPLETED BY: _____ (PM'S SIGNATURE)
PM'S PRINTED NAME: _____
CIVIL DESIGN FILES shall include but not limited to the following:

ITEMS	COMMENTS
<input type="checkbox"/> 1. A geospatially correct dgn file with clean line work of the design referenced with the preliminary topo. (Units set to Survey Feet)	
<input type="checkbox"/> 2. An alg file containing horizontal & vertical alignments for all design line work along with a cogo buffer containing all points with coordinates shown on the plans. (No duplicate point numbers)	

COVER SHEET				
YES	NO	N/A	ITEMS	COMMENTS
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3. Key Map	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4. Vicinity Map	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5. Work to Be Done	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6. Contractor's Responsibility	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	7. Legend	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	8. Construction Storm Water Protection	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	9. Existing Structure	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	10. Monumentation/Survey Notes Benchmark	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	11. Field Notes, Datum, Major Streets	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	12. Abbreviations	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	13. Discipline Code	

TITLE BLOCK				
YES	NO	N/A	ITEMS	COMMENTS
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	14. Drawing Number	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	15. Project Title	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16. W.B.S Numbers	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17. Project Engineer/Drafter Initials	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	18. Lambert Coordinates	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	19. Associate Engineer's Name	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	20. Assistant Engineer's Name	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	21. Deputy City Engineer's Name	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	22. Survey Monuments	

BORDER				
YES	NO	N/A	ITEMS	COMMENTS
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	23. Project Title	

PLAN VIEW				
YES	NO	N/A	ITEMS	COMMENTS
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	24. Right-of-Way Lines	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	25. Street Names	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	26. Block Numbers	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	27. Easement	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	28. North Arrow/Scale	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	29. Street Closures	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	30. Existing - Sewer Main, Laterals, Manholes, Appurtenances	

Attachment 7

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	31. Gas Lines, Valves, Services	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	32. Existing - Storm Water Conveyance, Structures, Appurtenances	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	33. Electric Lines, Boxes, Services	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	34. Telephone Lines, Boxes, Services	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	35. Cable T.V., Boxes, Services	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	36. Existing - Water Main, Services, Appurtenances include pump stations & pressure reducing stations (PRS)	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	37. Subdivision Name	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	38. Lot Lines, Lot Numbers, Addresses, Ownership Lines	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	39. Trolley Tracks	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	40. Proposed Sewer Main, Manholes (i.e. Pipe sizes & dimension between sewer & other utilities)	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	41. Proposed Water Main (i.e. Pipe sizes & dimension between water & other utilities)	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	42. Proposed Storm Water Conveyance, Structures	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	43. Curb Lines	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	44. Oil/Line Fuel Pressure	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	45. Pressure Zone Boundary	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	46. Reference Data	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	47. Fire Hydrants	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	48. Stationing	

PROFILE VIEW				
YES	NO	N/A	ITEMS	COMMENTS
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	49. Existing Surface, Grade, Pavement	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	50. Existing Sewer Main, Manholes with IES	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	51. Existing Water Main	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	52. Existing Storm Water Conveyance, Structures	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	53. Street Names	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	54. Horizontal/Vertical Scale	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	55. Elevation Scales	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	56. Existing Sewer Crossing	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	57. Existing Water Crossing	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	58. Existing Storm Drain Crossing	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	59. Private Utility Crossing	

Sewer, Water & Storm Drain Projects

Checklist for Plans at **60% Submittal**

(This is a guide for items required for plans, specifications, and estimates. DCE/PM shall provide additional information as required to address comments during the Citywide Plan Check.)

Project: _____ **DATE:** _____

COMPLETED BY: _____ **(PM'S SIGNATURE)**

PM'S PRINTED NAME: _____

CIVIL DESIGN FILES shall include but not limited to the following:

[Please see D-410 QAQC Design Review for Sewer Water and Storm Drain Projects SOP for reference.](#)

COVER SHEET				
YES	NO	N/A	ITEMS	COMMENTS
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1. Limits of Work	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2. Work to Be Done	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3. Discipline Code	

TITLE BLOCK				
YES	NO	N/A	ITEMS	COMMENTS
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4. Street Names and Limits	

PROPOSED PLAN VIEW				
YES	NO	N/A	ITEMS	COMMENTS
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5. Stationing	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6. Manhole Stationing Callouts (manholes shall be consecutively numbered)	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	7. Water Services / Fire Services	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	8. Sewer Laterals	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	9. Fire Hydrants	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Residential 450'	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Commercial 350'	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Industrial 250'	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Fire hydrant at cul de sac (5' before curb return)	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	10. Crosses, Tees	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	11. Dimensioning	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	12. Plugs and Dead Ends	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	13. Blow-Offs (Blow off at low point dead ends)	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2" blow off for pipes 12" and smaller	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4" or 6" blow offs for pipes > 12"	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	14. Air Valves (air valve at high point dead ends)	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1" for 12" and below	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2" for 16"- 48"	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4" for > 48"	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	15. Cutoff Wall, Encasements ,Cradles	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.Valve	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Valve separation 800' for 8" diameter mains and smaller	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1,200' for > 8"-12" diameter mains	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1,600 for > 12" diameter mains (verify with PUD)	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17. Horizontal Alignment Report	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	18. Water Construction Notes	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	19. Special Plan Notes (See CADD standard template for these notes)	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	20. Caution Callouts	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	21. Begin & End Horizontal Curve Data. Details of all curves, i.e.; deflection of pipes	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	22. Storm Drain Structure Type, Size and Stationing Callout, Northing and Easting of Centerline of Box, Storm Drain Pipe Data Table with corresponding data number on plan view.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	23. Legends show all items of work and are consistent with the symbols on the plans. Details of manholes re-channelization showing, i.e.; of all inlets and outlets and the drop across the Manhole (straight through flow acceptable for 8"-15" mains)	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	24. Above ground proposed appurtenances shown by location and detailed	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	25. Main separation: (if applicable, please check below that apply) - meet with PUD to check	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	10' Water/Sewer	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5' Sewer/Gen. Utility meet with PUD to check	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	10' Storm Drain/Sewer meet with PUD to check	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5' Storm Drain/Potable Water meet with PUD to check	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5' Potable Water/Gen. Utility meet with PUD to check	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Reclaimed Water and Other Storm Drains meet with PUD to check	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	26. Construction work conforms to notes on the plans, typical all sheets	

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	27. City Forces Work conforms to notes on the plans, typical all sheets	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	28. Valves identified by size, type, connection type and direction (1-16 valve, BK,AHD,MJ)	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	29. Standard abbreviations and symbols are used	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	30. Utility facilities are properly identified (elevations and alignment are shown)	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	31. There are sufficient construction details for items not covered by standard plans	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	32. Phased construction is shown adequately on plans (and it's also reflected on the working days in the specifications)	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	33. Sewer main retirement information is provided on individual sheets	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	34. Water main retirement information is provided on individual sheets	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	35. Storm Drain retirement information is provided on individual sheets	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	36. Fire hydrants; unprotected/unimproved areas shall have protection post	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	37. Easement width for each utility per Design Standard Manual.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	38. Verify each replumb address has replumb detail (sewer only)	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	39. Survey Monuments	

General Notes:
 Identify appurtenance placement to avoid dual curb ramps and minimize community impact (hydrants, air valves, etc.) Notify homeowner.

PROPOSED PROFILE VIEW				
YES	NO	N/A	ITEMS	COMMENTS
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	40. Proposed Sewer Main, Manholes	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	41. Proposed Water Main	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	42. Proposed Storm Water Conveyance, Structures	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	43. Manhole Inverts	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	44. Storm Water Structure Inverts	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	45. Manhole Station Callouts	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	46. Storm Water Structure Station Callouts & Notes	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	47. Stationing	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	48. Major Grade Breaks w/ inverts	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	49. Blow-Offs/Air-Valves	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	50. Butterfly Valve with bypass (16" & larger)	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	51. Pipe Slope of Sewer and/or Storm Water Conveyance (<1% slope include flow velocity for sewer)	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	52. Dimensioning Between Manholes/Structures	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	53. Top of Pipe 12" and above	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	54. Water Pipe Invert Callout	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	55. Encasement cradles	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	56. Manhole Numbering & Structure Numbering	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	57. Special Profile Notes	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	58. Vertical Curve Data	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	59. Pipe Size / Class / D-Loading for Storm Drain (check with PUD)	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	60. Lengths stated in Profiles Match Stationing	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	61. Piping shown by size, location, and slope (%) sewer/storm drains	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	62. Horizontal and vertical scale correctly identified	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	63. Existing grade, pavement and project grades shown	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	64. Inverts for all mains and manholes shown	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	65. Profile and plan data consistent	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	66. All pipes have proper cover and clearance e.g.;water main depth of cover; 3'-5' Distribution Main and 5'-8' Transmission Main. (Less than 3 feet or more than 8 feet of cover require loading, deflection, and safety calculations.)	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	67. Provide min. 1' sand cushion or min. 6" sand cushion w/1" neoprene pad for all crossing where vertical clearance is less than 1', typical all sheets.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	68. Cut-Off walls for Slopes over 20% (Sewer Mains) in paved areas (SDS-114) is used.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	69. Cut-Off walls for Slopes over 20% (Sewer Mains) in unpaved areas (SDS-115) is used.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	70. Cut-Off walls for Slopes over 20% (Water Mains) in unpaved areas (WP-05) is used.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	71. Cut-Off walls for Slopes over 20% (Water Mains) in paved areas (WP-07) is used.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	72. Pipe quantities match calculated distance between Manholes/Crosses	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	73. Cut-off walls for Slopes 3:1 or steeper for slope drains.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	74. Hydraulic gradeline in storm drain profile.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	75. Water tight joints for pipes under pressure and slopes greater than 25%	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	76. Q50 and V50 or Q100 and V100 of storm drain pipes, as applicable	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	77. Riprap class, length, width, thickness and velocity	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	78. Energy Dissipaters at outfalls with detail or per Standard Drawing	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	79. IE (in) and IE (out) at inside face of box	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	80. Provide storm drain pipe load calculation for depths greater than 40 feet.	

Sewer, Water & Storm Drain Projects

Checklist for Plans at **100% Submittal**

(This is a guide for items required for plans, specifications, and estimates. DCE/PM shall provide additional information as required to address comments during the Citywide Plan Check.)

Project: _____	DATE: _____
PREPARED BY: _____ (PM'S SIGNATURE)	
ACKNOWLEDGED BY: _____	
DCE'S PRINTED NAME: _____	

SPECIAL PROVISIONS				
YES	NO	N/A	ITEMS	COMMENTS
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1. All work shown on typical cross sections, layouts, etc., is covered by Standard Specifications or Supplementary special provisions, including measurement and payment	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2. Structures, civil, landscape, electrical, and other special provisions complement each other and are combined properly	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3. Terminology used agrees with that used in estimate and plans	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4. Standard style and format are used, especially with measurement and payment	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5. There are sufficient summaries of quantities	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6. Corrosion protection of the piping has been addressed	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	7. Final pay items are identified	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	8. All bid items have reference payment (specification to cover each item)	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	9. Bid quantities match actual field representation	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	10. Cross-references to other specifications are correct	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	11. Sufficient information for contract design of sheeting and shoring	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	12. Removed unnecessary sections and verbiage that does not apply	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	13. Attachments and appendices included	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	14. Soils reports and other technical reports are referenced (all projects with trenching in new alignments shall have a soil report)	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	15. List of submittals to be reviewed included in section 2-5.3,i.e. traffic shop drawings, re-vegetation, diversion plans, etc. identified	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16. All items in Specifications indicated, "as shown" or "as detailed" are on drawings	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17. Phased construction language included	

BID PROPOSAL				
YES	NO	N/A	ITEMS	COMMENTS
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	18. Are NAICS Code and Payment Reference complete and correct per latest Master Bid List?	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	19. Are quantities correct per final plans?	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	20. Are Common bid items listed?	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	21. Alternates are properly listed?	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	22. Cost Estimates Base on Latest Bid?	

ADDITIONAL PROJECT REQUIREMENTS				
YES	NO	N/A	ITEMS	COMMENTS
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	23. Has all replumb agreements been recorded?	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	24. Has shut down notices for fire services been sent?	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	25. Is citywide plan check review completed and comments addressed?	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	26. Is constructability review completed and comments addressed?	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	27. Is easement required, processed and finalized?	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	28. Are all conflicts with other projects resolved and noted in Accela?	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	29. Paving moratoriums are not an issue?	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	30. Are permits and environmental clearances obtained?	

ADDITIONAL SHEETS				
YES	NO	N/A	ITEMS	COMMENTS
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	31. Curb Ramp Location Sheet	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	32. Curb Ramp Detail Sheet	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	33. Resurfacing Sheet	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	34. Work by City Forces Sheet	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	35. Abandonment Sheet	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	36. Permanent Storm Water Best Management Practices	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	37. Traffic Control Plans	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	38. Replumb Detail Sheet	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	39. Batch Discharge Plan	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	40. Fire Department Information Sheet	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	41. Cathodic Protection Design Sheet	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	42. Survey Monument Sheet	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	43. DCE's Signature and Consultant's Stamp/Signature, on the first page for Citywide Plan Check	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	44. Drawings/Details for Trenchless Construction	

Engineering and Capital Projects

Survey Deliverables Checklist at 60%, 90 and/or 100% Submittal

Project Name: _____

WBS#: _____ CIP#: _____ D-Sheet: _____

Project Engineer: _____ Date: _____

Resident Engineer: _____ Date: _____

COVER SHEET				
YES	NO	N/A	ITEMS	COMMENTS
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1. Design file working units are set to Survey Feet.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2. The design file is geospatially correct and referenced with the preliminary topo. The survey file deliverable shall be one Master.dgn and one Master.alg file containing all external reference files as separate models, geospatially referenced. Multiple asset-specific files will be acceptable, so long as they have appropriate file naming conventions. The file naming convention shall be WBS_Prop_Asset.dgn/.alg (e.g. B19175_Prop_WTR.dgn, B19175_Prop_SWR.dgn, B19175_Prop_CURB.dgn, B19175_Prop_SD.dgn, etc.).	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3. Design line work is clean. Only the latest design line work is shown with no gaps or overlaps on lines that should be connected.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4. The .alg file contains horizontal alignments for all design line work. All Computer Aided Drafting (CAD) work must be done in accordance with Citywide CADD Standards and must utilize the City's seed files (.job, .txt, .dgn, .alg, .raw, .fwd, .dtm, .pdf, .docx, .xlsx, .tif, and .jpg).	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5. Cogo buffer (if applicable) contains all points with coordinates shown on the plans. All cogo points on the plans are annotated with their assigned point numbers.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6. There are no duplicate point numbers.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	7. All alignments are free of "non-coincident" and "transpose" integrity issues.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	8. The line work in the .dgn file matches the data in the .alg file (Alignments in the .alg file highlight directly over the line work in .dgn file when reviewed.). All line work and stationing matching both the plans and the project geometry (.alg) files or .xml file.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	9. The .alg files match all data on the plans.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	10. All right of way lines are based on field survey measurements and a boundary analysis by a Licensed Land Surveyor.	

COVER SHEET				
YES	NO	N/A	ITEMS	COMMENTS
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	11. Topography Source. (Topo Name, Work Order Number, Company Name and Date).	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	12. Basis of Bearing. (As tied to ROS 14492 or equivalent, based on CCS 1983, Zone 6).	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	13. Bench Mark. (Vertical Datum must be NGVD 29 in accordance with the City of San Diego Vertical Bench book).	

TITLE BLOCK				
YES	NO	N/A	ITEMS	COMMENTS
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	14. Final Plans are signed by a DCE.	

LEGEND				
YES	NO	N/A	ITEMS	COMMENTS
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	15. All Survey Monuments are shown on the plans with symbols showing both well monuments and the property markers. (This can be shown on the cover sheet legend or in a legend on the Monumentation Sheet). A separate monument sheet is not required if monuments are shown on the improvement plan sheets.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16. Monumentation note on the cover sheet or on its own Monumentation sheet.	

PLAN VIEW				
YES	NO	N/A	ITEMS	COMMENTS
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17. Street center line and record width right-of-way lines, including all pertinent easements, vacations and dedications where applicable.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	18. All record, non-record monuments, and Bench Marks shall be shown on the plans. When boundary analysis is required for the project, monuments will control the boundary determination. These monuments must be shown on a Monumentation Map, and all monuments within construction limits must be shown (see City of San Diego Bulletin 591). All monuments in the topo survey files must be geospatially referenced in the design .dgn file and be on its own level.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	19. All proposed improvements are designed within the right of way or easements.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	20. Any necessary set-aside easements are in place for infrastructure crossing in to city owned property.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	21. Plans show survey data for Easements, Temporary construction areas, jurisdictional waterways delineations (if applicable), etc.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	22. All linear objects not parallel with center line have independent layout line alignments. For site specific design, provide layout line alignments along the curb line (e.g. detailed curb ramp design).	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	23. Non-Concentric features for proposed construction must have .alg files generated in InRoads or .xml files generated in AutoCAD. Horizontal alignments must be provided for all linear objects such as, sewer, water, storm drain, face of curb, walls, street center line, etc. However, horizontal alignment reports and vertical profiles must be shown on the plans.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	24. All station callouts are within the alignment limits.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	25. All appurtenances are drawn in the .dgn and called out on the plans.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	26. All cleanouts, inlets and structures are drawn to scale. (Storm drain).	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	27. Storm drain alignments run along centerline of pipe and through the center of structure via the ends of pipe at the inside face of structure.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	28. Alignment Reports on plans. (Stations and Coordinates with Bearings and Angles formatted to Degrees, Minutes, and Seconds).	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	29. Station and Offset callouts on plans.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	30. Station equations. (If needed)	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	31. Vertical Profiles on plans stationed along layout lines.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	32. For Curbs: All proposed curb returns and pop-outs showing design elevations on the plans must have their own layout line alignment along the face of curb line with their own stationing. All horizontal event points must be called out on the plan view and all horizontal alignment reports of the face of curb alignments must be shown on the plans. Finish surface elevations may be included when applicable, with dimension callouts from the face of curb line and slope percentages. The profile view must show the stations and elevations of all proposed top of curb and vertical event points.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	33. Non-Standard Curb Ramps: When only showing the location of a single proposed non-standard ramp within an existing curb return, where most of the return will remain undisturbed, the station of the centerline of the ramp along the face of curb alignment must be called out. The face of the curb alignment must run the length of the curb return and the horizontal alignment report must be shown on the plans. When the curb return follows a standard drawing it must be clearly labeled that it is per standard drawings and no horizontal or vertical alignment needs to be shown. Dimension callouts from the face of curb line and slope percentages to ramp features may be shown if applicable. Non-radial or directional ramps require an additional station and offset callout from the face of curb alignment to the centerline of the ramp at the back of ramp.	

PROFILE VIEW				
YES	NO	N/A	ITEMS	COMMENTS
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	34. All tie in points are taken from the preliminary topo. (No GIS data).	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	35. All profiles show percentages along lines and design grades at vertical event points except for water lines if minimum depth governs.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	36. All storm drain profiles show station and IE grades at all vertical angle points, in's and out's, dissipaters and structures.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	37. For Curbs: The profile view must show the stations and elevations of all proposed top of curb and flow line grade breaks along with slope percentages. Existing top of curb and flowline must also be shown on the profile view.	

Notes:

1. City CADD seed files can be accessed at the following link: <https://www.sandiego.gov/publicworks/edocref/drawings>

2. Resource files will be provided by the City Project Manager or designee to Design Consultant if requested. The City's AutoCad seed files and cell Libraries must be used and have been created to City Standards for Consultant use. If the Consultant chooses to use the City AutoCad resource files, the City will accept AutoCad file submittals without conversion to Microstation only for projects outside of the City right of Way (IE. Parks, major buildings), except for Public Utilities Projects. Microstation shall be used for all projects related to Public Utilities Department.. The City AutoCad seed file must be used.

3. When receiving preliminary topographic surveys from consultants, a 3D surface model showing break lines and spot elevations must be provided along with all planimetric features and appurtenances that are necessary for the project, which may include, including but not limited to, water valves, meters, vaults, manholes, fire hydrants, utility boxes, cleanouts, poles, etc., as defined in the scope.

4. Surveys performed must list the basis of bearings as tied to Record of Survey 14492 or equivalent, based on the California Coordinate System of 1983, Zone 6, U.S. Survey foot, epoch 1991.35. The vertical datum used must be NGVD 29 in accordance with the City of San Diego Vertical Bench book.

COMPENSATION AND FEE SCHEDULE

Compensation and Fee Schedule

Exhibit B

Consultant/Subconsultant: WSP USA Inc.

Contract **H207199**
Edition **Original**
Amend # **N/A**

Total WSP Hours =	2,195
Scope of Serv Costs =	\$903,606.63
Add'l Serv Costs	\$66,152.00
Total Contract Amt =	\$969,758.63

Item	WBS Cost -Code	Task Description	Subconsultants													All Costs											
			Project Assistant	Engineer	Associate Civil Engineer	Senior Engineer/QA	Structural Engineer	Sr. Structural Engineer	Sr. Tunneling Engineer	Geotechnical Engineer	Sr. Geotechnical Engineer	Sr. Drainage Engineer	Planner	Sr. Planning Manager (Env)	Senior Wastewater Engineer (QC)	Senior Project Manager	Total Hours (WSP)	Total Labor Costs (WSP)	Non-Labor Costs (WSP)	Total Costs (WSP)	Total BlueLake	Total Recon	Total BRI	Total Pacific Drilling	Total John Berggren & Assoc	Grand Total Costs	Percent of Total
			Costs	Costs	Costs	Costs	Costs	Costs	Costs	Costs	Costs	Costs	Costs	Costs	Costs	Costs	Costs	Costs	Costs	Costs	Costs	Costs	Costs	Costs	Costs	Costs	Costs
1	100	Project Management	\$119.00	\$105.00	\$135.00	\$185.00	\$155.00	\$244.00	\$210.00	\$165.00	\$249.00	\$253.00	\$105.00	\$252.00	\$268.00	\$281.00											
1.1		Project Management and Coordination											16		128	144	\$40,000.00		\$40,000.00	\$4,593.00						\$44,593.00	4.6%
1.2		Team Meetings			4				8				8	8	32	60	\$15,372.00		\$15,372.00	\$12,020.00	\$6,480.00					\$33,872.00	3.5%
1.3		Schedule Preparation and Updates										4			12	16	\$4,380.00		\$4,380.00							\$4,380.00	0.5%
1.4		Weekly PM Updates and Monthly Reports	28												56	84	\$19,068.00		\$19,068.00	\$2,160.00						\$21,228.00	2.2%
1.5		Quality Assurance				12										12	\$2,220.00		\$2,220.00							\$2,220.00	0.2%
		Subtotals (Hours) =	28		4	12			8				28	8	228	316	\$81,040.00		\$81,040.00	\$18,773.00	\$6,480.00					\$106,293.00	Chk
		Subtotals (Costs) =	\$3,332.00		\$540.00	\$2,220.00			\$1,680.00				\$7,056.00	\$2,144.00	\$64,068.00	316	\$81,040.00		\$81,040.00	\$18,773.00	\$6,480.00					\$106,293.00	11.0%
2	200	Alignment Study																		\$3,630.00						\$3,630.00	0.4%
2.1		Preliminary Survey Data (GIS Based) & CCTV																		\$4,820.00						\$4,820.00	0.5%
2.2		Prelim Utility Research																		\$3,474.00						\$3,474.00	0.4%
2.3		Prelim Geotechnical Research								12	6					18	\$3,474.00		\$3,474.00							\$3,474.00	0.4%
2.4		Prelim Easement Research & Field Verification																	\$2,980.00		\$3,120.00					\$6,100.00	0.6%
2.5		Prelim Trenchless and Structural Investigations					12	6	28	32						78	\$14,484.00	\$1,400.00	\$15,884.00	\$5,050.00						\$20,934.00	2.2%
2.6		Prelim Environmental Research																		\$8,874.00						\$8,874.00	0.9%
2.7		Prelim Access Needs Mapping (Baseline and		16											4	20	\$3,284.00		\$3,284.00							\$3,284.00	0.3%
2.8		Prelim Sewer Alignment Mapping & Alignment Report		16											12	28	\$5,532.00		\$5,532.00	\$37,833.00						\$43,365.00	4.5%
2.9		Quality Control Review & Comment Resolution												8		8	\$2,144.00		\$2,144.00	\$1,655.00						\$3,799.00	0.4%
		Subtotals (Hours) =			32		12	6	28	44	6			8	16	152	\$28,918.00	\$1,400.00	\$30,318.00	\$55,968.00	\$8,874.00	\$3,120.00				\$98,280.00	Chk
		Subtotals (Costs) =			\$4,320.00		\$1,860.00	\$1,464.00	\$5,880.00	\$7,260.00	\$1,494.00			\$2,144.00	\$4,496.00	152	\$28,918.00	\$1,400.00	\$30,318.00	\$55,968.00	\$8,874.00	\$3,120.00				\$98,280.00	10.1%
3	300	Environmental Studies																									
3.1		Biological Resources Technical Report											4			4	\$1,008.00		\$1,008.00	\$800.00	\$11,096.00					\$12,904.00	1.3%
3.2		Jurisdictional Delineation Report											4			4	\$1,008.00		\$1,008.00	\$800.00	\$5,560.00					\$7,368.00	0.8%
3.3		Coastal California Gnatcatcher Surveys											1			1	\$252.00		\$252.00	\$270.00	\$6,606.00					\$7,128.00	0.7%
3.4		Resource Agency Permits											4			4	\$1,008.00		\$1,008.00	\$270.00	\$39,458.00					\$40,736.00	4.2%
3.5		Cultural Resources Technical Report											16			16	\$4,032.00		\$4,032.00		\$6,991.00					\$11,023.00	1.1%
3.6		Quality Control Review & Comment Resolution										4	2			6	\$924.00		\$924.00							\$924.00	0.1%
		Subtotals (Hours) =										4	31		35	\$8,232.00		\$8,232.00	\$2,140.00	\$69,711.00						\$80,083.00	Chk
		Subtotals (Costs) =										\$420.00	\$7,812.00		35	\$8,232.00		\$8,232.00	\$2,140.00	\$69,711.00						\$80,083.00	8.3%
4	300	Engr Studies & Utility/Property Coord																									
4.1		Supplemental Engineering Surveys - Not Included																									
4.2		Geotechnical Design Investigation & Report			40				4	160	50			4		258	\$46,098.00	\$14,500.00	\$60,598.00	\$530.00	\$41,374.00		\$16,000.00			\$118,502.00	12.2%
4.3		Utility Research, Mapping, and Potholing																	\$19,510.00	\$19,510.00	\$1,490.00			\$4,396.00	\$25,396.00	2.6%	
4.5		SDG&E & Private Property Coord (Base)																		\$6,400.00		\$6,320.00		\$34,476.00	\$47,196.00	4.9%	
4.7		Stormwater Reports														70	\$15,350.00		\$15,350.00							\$15,350.00	1.6%
		Subtotals (Hours) =			60		4	160	50	50			4		328	\$61,448.00	\$34,010.00	\$95,458.00	\$8,420.00	\$41,374.00	\$6,320.00	\$16,000.00	\$38,872.00		\$206,444.00	Chk	
		Subtotals (Costs) =			\$8,100.00		\$840.00	\$26,400.00	\$12,450.00	\$12,650.00			\$1,008.00		328	\$61,448.00	\$34,010.00	\$95,458.00	\$8,420.00	\$41,374.00	\$6,320.00	\$16,000.00	\$38,872.00		\$206,444.00	21.3%	
5	400	60% Design Submittal																									
5.1		60% Sewer Design Plans														40	\$5,400.00		\$5,400.00	\$16,210.00						\$16,210.00	1.7%
5.2		60% Access Design Plans			40															\$5,400.00						\$5,400.00	0.6%
5.3		60% Tunneling and Structural Design Plans					30	20	32	8						90	\$17,570.00		\$17,570.00	\$2,990.00						\$20,560.00	2.1%
5.4		60% Traffic Control Design Plans			24											24	\$3,240.00		\$3,240.00							\$3,240.00	0.3%
5.5		60% Revegetation Design Plans												4		4	\$1,008.00		\$1,008.00		\$6,952.00					\$7,960.00	0.8%
5.6		60% Stormwater Design Plans (Erosion Control)			24									8		32	\$5,264.00		\$5,264.00							\$5,264.00	0.5%
5.7		60% Construction Estimate							4						5	\$1,121.00		\$1,121.00	\$2,140.00	\$945.00					\$4,206.00	0.4%	
5.8		Specifications Outline and 60% Drafts of New Sections			2	4		2	16	28					52	\$9,478.00		\$9,478.00	\$1,060.00						\$10,538.00	1.1%	
5.9		Quality Control Review & Comment Resolution			2				6	8	8	4	8		28	\$5,756.00		\$5,756.00	\$530.00						\$6,286.00	0.6%	
		Subtotals (Hours) =			92	4	30	22	52	36	6	8	8	8	275	\$48,837.00		\$48,837.00	\$22,930.00	\$7,897.00					\$79,664.00	Chk	
		Subtotals (Costs) =			\$12,420.00	\$740.00	\$4,650.00	\$5,368.00	\$10,920.00	\$5,940.00	\$1,494.00	\$2,024.00	\$840.00	\$2,016.00	\$2,144.00	\$281.00	275	\$48,837.00		\$48,837.00	\$22,930.00	\$7,897.00				\$79,664.00	8.2%
6	400	100% Design Submittal																									
6.1		100% Sewer Design Plans														40	\$5,400.00		\$5,400.00	\$21,440.00						\$21,440.00	2.2%
6.2		100% Access Design Plans			40															\$5,400.00						\$5,400.00	0.6%
6.3		100% Tunneling and Structural Design Plans					20	30	30	8						88	\$18,040.00		\$18,040.00	\$3,520.00						\$21,560.00	2.2%
6.4		100% Traffic Control Design Plans			30											30	\$4,050.00		\$4,050.00							\$4,050.00	0.4%
6.5		10																									

TIME SCHEDULE

TIME SCHEDULE

Activity Description	Estimated Working Days
PHASE A - DESIGN PHASE	580
DESIGN DEVELOPMENT	
Task 1 Project Management	
Task 2 Alignment Study	
Task 3 Environmental Studies	
Task 4 Engineering Studies & Utility/ Property Coordination	
Task 5 60% Design Submittal	
Task 6 100% Design Submittal	
Task 7 Final Design Submittal	
Task 8 Expanded Alignment Design Submittals	
Task 11 Additional Services	
PHASE B - BID/AWARD PHASE	100
Task 9 Bid & Award Services	
PHASE C - CONSTRUCTION	520
Task 10 Design Services During Construction / As-Built Drawing Support	
TOTAL (PHASES A+B+C)	1200 working days from NTP

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

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

CONSULTANT REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

V. **Maintaining Participation Levels.**

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

VI. **Definitions.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VII. Certifications.

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

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

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

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

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

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

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

VIII. List of Attachments.

AA. Disclosure of Discrimination Complaints

BB. Work Force Report

CC. Subcontractors List

DISCLOSURE OF DISCRIMINATION COMPLAINTS

As part of its proposal, the Consultant must provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the 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.

CHECK ONE BOX ONLY.

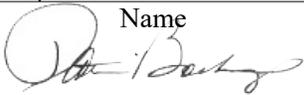
- The undersigned certifies that within the past 10 years the Consultant has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Consultant discriminated against its employees, subcontractors, vendors or suppliers.
- The undersigned certifies that within the past 10 years the Consultant has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Consultant discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/REMEDIAL ACTION TAKEN
10/28/11	California	Civil complaint alleging discrimination.	Y	Settled	Settled
2/6/2014	Texas	EEOC charge alleging discrimination	N	Settled	Settled
8/26/2014	Pennsylvania	EEOC charge alleging discrimination.	N	Settled	Settled
12/08/2014	Illinois	EEOC charge alleging discrimination.	N	Dismissed	Dismissed
1/10/2015	New York	EEOC charge filed alleging discrimination.	N	Settled	Settled
9/1/2015	Pennsylvania	EEOC charge alleging discrimination.	N	Dismissed	Dismissed
2/19/2016	South Carolina	EEOC charge alleging discrimination.	Y	Settled	Settled
9/12/2016	District of Columbia	Jointly filed charge with EEOC and Office of Human Rights, Washington, D.C. alleging discrimination.	Y	Settled	Settled
11/14/2016	California	Charge with the California Department of Employment & Fair Housing alleging discrimination.	N	Settled	Settled
1/30/2017	California	EEOC charge filed alleging discrimination.	N	Dismissed	Dismissed
3/15/2017	California	Complaint filed in civil court alleging discrimination.	Y	Settled	Settled
5/1/2018	New York	EEOC charge alleging discrimination.	N	Settled	Settled

5/2/2018	New York	Charge filed with the New York State Division of Human Rights, by a non-WSP contractor employee, alleging discrimination.	N	Settlement Pending	Settled
11/13/2018	California	Charge filed with the California Department of Fair Employment & Housing alleging discrimination.	N	Dismissed	Dismissed
11/16/2018	California	Charge filed with the California Department of Fair Employment & Housing alleging discrimination.	Y	Settlement Pending	Settled
11/27/2018	California	EEOC/California Department of Fair Employment & Housing charge alleging discrimination	N	Dismissed	Dismissed
11/28/2018	New York	EEOC/New York State Division of Human Rights charge alleging discrimination.	N	Settled	Settled
2/5/2019	California	EEOC/California Department of Fair Employment & Housing charge alleging discrimination.	N	Settled	Settled
8/30/2019	California	EEOC/California Department of Fair Employment & Housing charge alleging discrimination	N	Dismissed	Dismissed
9/27/2019	Texas	EEOC/Texas Workforce Commission Civil Rights Division charge alleging discrimination	N	Dismissed	Dismissed
12/18/2019	Louisiana	EEOC charge alleging discrimination	N	Pending	Pending
2/18/2020	Texas	Charge filed with Texas Workforce Commission-Civil Rights alleging discrimination.	N	Settled	Settled

Consultant Name WSP USA Inc.

Certified By Patti Boekamp Title Senior Director, Local Business Leader

Name

 Signature

Date January 29, 2021

USE ADDITIONAL FORMS AS NECESSARY

NAME OF FIRM: WSP USA Inc. DATE: 10/20/2020

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

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

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

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

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial	1	0	2	1	3	0	0	1	0	0	22	13	2	0
Professional	0	0	7	1	5	4	0	0	0	0	12	10	1	1
A&E, Science, Computer	0	0	2	0	2	0	0	0	0	0	2	0	0	0
Technical														
Sales														
Administrative Support	0	0	0	0	0	1	0	0	0	0	0	4	0	0
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column	1	0	11	2	10	5	0	1	0	0	36	27	3	1
--------------------	---	---	----	---	----	---	---	---	---	---	----	----	---	---

Grand Total All Employees

97

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

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

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**
Blue Lake Civil 5480 Baltimore Dr., Ste 215 La Mesa, CA 91942	Utility Research and Sewer Design	21.8%	ELBE - 17BL1463 SB (Micro) – 2005663 DBE - 44436	City of San Diego California DGS Caltrans (CUCP)
RECON Environmental, Inc. 3111 Camino del Rio N, Ste 600 San Diego, CA 92108	Environmental Services	14.0%	SB-PW	CA DGS
Bender Rosenthal Inc. 2528 Watt Ave. Suite 200 Sacramento CA 95821	Easement Research and Property Coordination (Right of Way)	1.6%	OBE	
Pacific Drilling 5220 Anna Ave, Suite A San Diego, CA 92110	Geotechnical Borings and Geophysical Lab Tests	4.2%	CA SBE/Micro SD SLBE	City of San Diego
John Berggren & Associates 6046 Cornerstone Ct W, Unit 116. San Diego, CA 92121	Surveying for Property Plats	8.4%	DBE SLBE ELBE	State of California City of San Diego

List of Abbreviations:

Small Local Business Enterprise
Emerging Local Business Enterprise
 Certified Minority Business Enterprise
 Certified Woman Business Enterprise
 Certified Disadvantaged Business Enterprise
 Certified Disabled Veteran Business Enterprise

SLBE
ELBE
 MBE*
 WBE*
 DBE*
 DVBE*

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

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

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

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

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

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

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

DISCLOSURE DETERMINATION FOR CONSULTANT

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

- 1. Department / Board / Commission / Agency Name: Engineering & Capital Projects Department
- 2. Name of Specific Consultant & Company: WSP USA, INC.
- 3. Address, City, State, ZIP 401 B Street Suite 1650, San Diego, CA 92101
- 4. Project Title (as shown on 1472, "Request for Council Action") Mission Center Canyon C - Sewer Main Replacement
- 5. Consultant Duties for Project: Design and construction support services for replacement of approximately 4600 LF of existing sewer mains in cayons involving tunnel operations in steep slopes.

6. Disclosure Determination [**select applicable disclosure requirement**]:

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

- or -

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

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

- or -

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

By: 
* Elif Cetin, Deputy Director
Architectural Engineering & Parks

9/17/2021
[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 <input type="checkbox"/>	Satisfactory <input type="checkbox"/>	Unsatisfactory <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 Mission Center Canyon C Sewer Main Replacement

B. BIDDER PROPOSER INFORMATION

WSP USA Inc.			
Legal Name		DBA	
401 B Street, Suite 1650	San Diego	CA	92101
Street Address	City	State	Zip
Patti Boekamp, Vice President, Area Manager	619-338-9376	619-388-8123	
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.

Patti Boekamp	Vice President/Area Manager
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)

Principal-in-Charge, 0%

Interest in the transaction

Richard Leja

Senior Project Manager

Name

Title/Position

San Diego, CA

City and State of Residence

Employer (if different than Bidder/Proposer)

Project Manager, 0%

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

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: 10/05/1993 State of incorporation: New York

List corporation's current officers:

President: Lou Cornell

Vice Pres.: David Warner

Secretary: N/A

Treasurer: Andrew C. Esposito

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:

Partnership

Date formed: _____ State of formation: _____

List names of all firm partners:

Sole Proprietorship

Date started: _____

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

Joint Venture

Date formed: _____

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

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

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Name of Bank: JP Morgan Chase Bank

Point of Contact: Paul Haun

Address: 10 South Dearborn Street, 34th Floor, Chicago, IL 60603

Phone Number: 312-732-2692

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: San Diego Association of Governments (SANDAG)

Contact Name and Phone Number: John Haggerty 619-699-6937

Contact Email: jag@sandag.org

Address: 401 B Street, Suite 800, San Diego, CA 92101

Contract Date: 2008-Present (2021)

Contract Amount: \$25.5M

Requirements of Contract: Planning, Environmental, & Engineering Design of the Mid-Coast Corridor Drainage Project

Company Name: County of San Diego Department of Public Works, Watershed Protection Program

Contact Name and Phone Number: Reynaldo Pellos 858-694-2806

Contact Email: Reynaldo.Pellos@sdcounty.ca.gov

Address: 1600 Pacific Highway, San Diego, CA 92101

Contract Date: 2017-2019

Contract Amount: \$123K

Requirements of Contract: San Diego Green Streets Drainage Design and Stormwater Guidance Manual

Company Name: Caltrans District 11

Contact Name and Phone Number: Nicola Bernard 619-688-6708

Contact Email: Nicola.Bernard@dot.ca.gov

Address: 4050 Taylor St., San Diego, CA 92110

Contract Date: 2016-2018

Contract Amount: \$258K

Requirements of Contract: Drainage Design for the SR-125/SR-905 Connector

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: Blue Lake Civil

Contact Name and Phone Number: Maggie Witt 857-253-8684

Contact Email: Maggie.Witt@bluelakecivil.com

Address: 5480 Baltimore Dr., Suite 215, La Mesa, CA 91942

Contract Date: TBD

Contract Amount: \$211,245

Requirements of Contract: Utility Research and Sewer Design

What portion of work will be assigned to this subcontractor: Utility Research and Sewer Design

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

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

K. STATEMENT OF AVAILABLE EQUIPMENT:

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

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

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

Pledge of Compliance Initial submission.

OR

Update to prior Pledge of Compliance dated _____

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.

Pattie Boekamp, Vice President, Area Manager



10/22/2020

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.

Company Name: RECON Environmental, Inc.
 Contact Name and Phone Number: Michael Page (619) 308-9333 x145
 Contact Email: mpage@reconenvironmental.com
 Address: 3111 Camino del Rio North, Ste 600 San Diego, CA 92108-5726
 Contract Date: TBD
 Contract Amount: \$136,226*
 Requirements of Contract: Environmental Services
 What portion of work will be assigned to this subcontractor: Environmental Services
 SB

Company Name: Bender Rosenthal Inc.
 Contact Name and Phone Number: Chip Willet (619) 359-8389
 Contact Email: c.willett@benderrosenthal.com
 Address: 750 B Street, Suite 3130, San Diego, CA 92101
 Contract Date: TBD
 Contract Amount: \$15,760*
 Requirements of Contract: Easement Research and Property Coordination (Right of Way)
 What portion of work will be assigned to this subcontractor: Easement Research and Property Coordination (Right of Way)
 OBE

Company Name: Pacific Drilling
 Contact Name and Phone Number: Kenda Cooke 619-294-3682
 Contact Email: kenda@pacdrill.com
 Address: 5220 Anna Ave., Suite A, San Diego, CA 92110
 Contract Date: TBD
 Contract Amount: \$41,000*
 Requirements of Contract: Geotechnical Borings and Geophysical Lab Tests
 What portion of work will be assigned to this subcontractor: Geotechnical Bordings and Geophysical Lab Tests
 SLBE

Company Name: John Berggren & Associates
 Contact Name and Phone Number: John Berggren (858) 824-0034
 Contact Email: j.berggren@prodigy.net
 Address: 6046 Cornerstone Ct W, Unit 116, San Diego, CA 92121
 Contract Date: TBD
 Contract Amount: \$81,940*
 Requirements of Contract: Surveying for Property Plats
 What portion of work will be assigned to this subcontractor: Surveying for Property Plats
 DBE, SLBE, ELBE

*Based on full contract scope of \$969,759

C(1) On or about May 1, 2017, the firm's name was changed to its current name WSP USA Inc. from Parsons Brinckerhoff, Inc.

F(3)

Montgomery County Maryland and Washington Metropolitan Area Transit Authority v. Parsons Brinckerhoff, Inc., Foulger-Pratt Contracting, L.L.C. and The Robert B. Balter Company	Silver Spring Transit Center	Circuit Court for Montgomery County, Maryland	8/24/2015	Settled 6/2017	Montgomery County contracted separately with defendants for the design, construction and construction inspection of a transit center to be transferred to WMATA upon completion. Among other things, the suit alleges design errors or omissions and attributes to them additional costs for construction and delay-related damages. The matter has been settled.
North Texas Tollway Authority v. Zachry Construction Corporation, n/k/a Zachry Industrial, Inc.; Mario Sinacola & Sons Excavating, Inc.; Parsons Brinckerhoff Quade & Douglas, Inc., n/k/a Parsons Brinckerhoff, Inc.; Halff Associates, Inc.; Carter & Burgess, Inc., n/k/a Jacobs Engineering Group, Inc.; KBR, Inc.; and HNTB Corp.	Dallas North Tollway	District Court, Collin County, TX No. 429-01326-2017	3/20/2017	Settled 10/2018	The North Texas Tollway Authority claimed construction and design issues concerning various MSE walls in the Dallas North Tollway, and sued numerous designers, contractors, and consultants that it had hired. The matter has been settled.
City of Bellevue v. WSP USA Inc. et al	120th Avenue NE Widening Project, Phase 2	Superior Court, King County, No. 18-2-13554-1SEA	3/31/2018	Settled 11/2019	City of Bellevue seeks costs incurred in replacing retaining walls that moved during construction of adjacent ground improvements. WSP designed the retaining walls. The matter has been settled.

F(5) On April 1st, 2018, WSP USA and its affiliates, which includes WSP International LLC (f/k/a Parsons Brinckerhoff International, LLC), renewed its workers' compensation insurance with Liberty Mutual. At no time was there a lapse in our workers' compensation coverage. However, the administrative action of notifying the NYS Workers' Compensation Board of coverage for WSP International LLC was not successfully transmitted. Thus, the state was not kept current on our coverage and WSP International LLC was debarred. Evidence of coverage was provided to the state and the debarment was lifted on February 19, 2019.

G(1) Following the issuance of the February 15, 2017 OSHA citation for field staff failure to wear safety vests, WSP USA safety staff provided guidance to local employees regarding appropriate personal protective equipment required for field work. The employees had the appropriate equipment in their vehicle, but forgot to don the equipment prior to survey set up. Additionally, our Safety Director reinforced Occupational Health and Safety Program requirements with local managers. The citation was settled and included in the monthly safety report.

G(1) and I On May 6, 2020, the U.S. Department of Labor, Wage and Hour Division issued a finding related to a single employee. No penalties were assessed against WSP USA Inc.

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.

Patti Boekamp, Vice President/Area Manager



10/22/2020

Print Name, Title

Signature

Date