

**ORIGINAL**

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

**FOR  
DESIGN OF GATEWOOD HILLS PUMP STATION**

**CONTRACT NUMBER: H2125802**

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**DESIGN PROFESSIONAL AGREEMENT EXHIBITS**

- Exhibit A - Scope of Services
- Exhibit B - Compensation and Fee Schedule
- Exhibit C - Time Schedule
- Exhibit D - City's Equal Opportunity Contracting Program Consultant Requirements
  - (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
- Exhibit H - Sensitive Information Authorization Acknowledgement Form

**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 Gatewood Hills Pump Station [Project].

**RECITALS**

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

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

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

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

**ARTICLE I  
DESIGN PROFESSIONAL SERVICES**

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

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

**1.2 Contract Administrator.** The Engineering & Capital Projects is the contract administrator for this Agreement. The Design Professional shall provide the Professional Services under the direction of a designated representative of the Engineering & Capital Projects. 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 \$889,935.75. The compensation for the Scope of Services shall not exceed \$809,032.50, and the compensation for Additional Services (described in Section 3.2), if any, shall not exceed \$80,903.25.

**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.

**4.3.1.3 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.** To the fullest extent allowed by law, including California Insurance Code section 11580.04, the policy or policies shall be endorsed to include as an Additional Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of (a) ongoing operations performed by you or on your behalf, (b) your products, (c) your work, including your completed operations performed by you or on your behalf, or d) premises owned, leased, controlled, or used by you.

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

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

**4.3.5 Reservation of Rights.** The City reserves the right, from time to time, to review the 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 & Capital Projects, c/o Julie Adam, 525 B Street, Suite 750, MS 908A, San Diego, CA 92101, and notice to the Design Professional shall be addressed to: WSP USA, Inc., Mr. Richard Leja, Project Manager, 401 B Street, Suite 1650, San Diego, CA 92101, 619-525-8363 or [Richard.Leja@WSP.com](mailto: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 organization: Richard 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

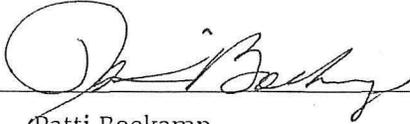
requirements of SDMC Division 48, section 22.4801 et seq., throughout the duration of this Agreement.

**9.26 Sensitive Information.** The Design Professional agrees to comply with the City's Protection of Sensitive Data and Information requirements set forth in Administrative Regulation 90.64. The Design Professional shall certify to the City that it will comply with these requirements by submitting a Sensitive Information Authorization Acknowledgement form (Exhibit H) for City contractors and vendors.

*The remainder of this page has been intentionally left blank.*

IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its City Council, pursuant to Resolution No. R.313980 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 7th day of February, 2022.

By   
Patti Boekamp

Senior Director

Dated this 10th day of March, 2022.

THE CITY OF SAN DIEGO

Mayor or Designee

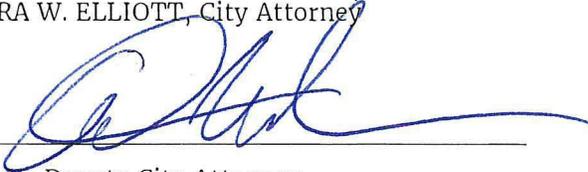
By   
Cindy Crocker

Acting Deputy Director

Purchasing & Contracting Department

I HEREBY APPROVE the form of the foregoing Agreement this ~~15th~~ 15th day of May, 2022.

MARA W. ELLIOTT, City Attorney

By   
Deputy City Attorney

**DESIGN PROFESSIONAL AGREEMENT**  
**EXHIBITS**

**SCOPE OF SERVICES**

**SCOPE OF SERVICES  
DESIGN OF GATEWOOD HILLS PUMP STATION UPGRADE  
WBS B-20123**

The Scope of Services defines the extent of the Design Consultant, herein referred to as “Design Professional” services to complete the work and documents specified herein for Design (Plans, Specifications & Estimate), assistance during the Bid, and Construction Support of the GATEWOOD HILLS PUMP STATION UPGRADE herein referred to as “Project”.

**PROJECT TASKS**

**TASK 1. PROJECT MANAGEMENT SUPPORT**

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

Maintain communications between the City’s Project Manager, Design Professional’s Project Manager, and design team. The Project Management shall be limited to the duration of Design, as indicated in Exhibit C - Time Schedule, and the activities listed below.

**1.1. Project Schedule and Progress Reports**

Schedule should include milestones for the following deliverables as outlined for 60%, 100%, and Final design. Provide monthly progress reports ensuring all project team action items are addressed in coordination with City Project Manager. Monthly progress reports will include, but are not limited to, budget information, issues encountered, out-of-scope items and status, action items, and percentage of task completion.

Deliverables:

- Monthly updates of Design Professional schedule (PDF) up to 12.

**1.2. Meetings**

Coordinate team meetings with City’s Project Manager and representatives, Public Works, Public Utilities, subconsultants, and permitting agencies necessary for the completion of design plans, specifications and related services as specified in the Scope; document meetings through meeting minutes and include action items, responsible party or person, and expected finish per item. Per City Project Manager's request, attend project related meetings including:

- Design kick-off meeting (1).
- Coordination meetings, including preparation of meeting agendas prior to the meetings and meeting notes documenting key points and distributed no later than a week after the meeting (12 regular meetings and 4 ad-hoc).

## Exhibit A

- Design Review meetings after Technical Memorandum/Basis of Design Report (TM/BDR), 60% and 100% design (3 total). Attendance is limited to key team members which include the PM and up to two other staff members who are essential to topics discussed at the meeting.

Deliverables (up to a total of 20 for each item):

- Status Updates: Schedule, Action Steps, Current Work Tasks (PDF)
- Meeting Agendas (PDF)
- Draft Meeting Agenda and Minutes (PDF)
- Final Meeting Agenda and Minutes (PDF)
- Monthly Progress Memos (PDF)

### **1.3. Records Management System**

Design Professional will establish and maintain Document Control System using SharePoint with access by the Design Professional team and up to 4 City staff.

### **1.4. Design Coordination**

This task includes coordination between the Design Professional team and the City project management team. Permitting and coordination with outside agencies are included in Section 6.

### **1.5. Quality Assurance**

This task includes the development of a Quality Assurance Plan and performing Quality Assurance review of each listed deliverable.

## **TASK 2. PRE-DESIGN STUDIES**

Following the notice to proceed, a project kick-off meeting will be held between the Design Professional and the City to review and document project goals, objectives, and action steps to be taken. Given the multi-disciplinary nature of the work, the City may also include other City, County, or appropriate departments in the project process. The design of the Gatewood Hills Pump Station will be in accordance with current applicable laws, regulations and codes, and professional standards of practice established by the City. The design effort will be based on the pump station concept shown in Attachment 1 and assumes that the pump station will be completely taken out of service for the duration of construction with the water demands being served by a contractor supplied temporary pump station on Alba Drive. Design Professional will provide internal quality control review of all Pre-Design Studies deliverables to ensure requirements of the agreed upon scope are met.

## Exhibit A

For each Pre-Design Study, the City will collect comments regarding each submittal from all City departments and convey them to the Design Professional. The City will review these comments to remove duplicates or those of a non-technical nature to minimize the comments that need a formal response. Comments that are not related to the EOR's standard of care and are preference in nature may not always be incorporated.

The pre-design activities include:

### **2.1. Subsurface Utility Exploration (Potholing)**

Design Professional will perform utility location by potholing to provide visible, non-erasable witness points for each utility located. This task shall include contact with USA DigAlert for local utility information, follow-up with the identified utilities and mapping prior to finalizing the pothole locations. The purpose of the potholing is to locate depth of the water piping and conflicting utilities on site and on Abra Drive. Potholing shall be limited to the area and number shown in Attachment 2. The findings of this research shall be presented in a Utility Exploration Report. No work on this item will be performed until directed by the City Project Manager.

Deliverables:

- Utility Exploration Report (PDF) with the 60% Submittal
- Utility As-built Plans (PDF) with the 100% Submittal

### **2.2. Site Topography and Base Mapping**

Design Professional will prepare topographic mapping for the site. Topographic design survey to be based upon NAD83, CCS83 Zone VI, geographic coordinate reference system of which a minimum of three (3) monument control stations will be established on, or near, the project site for project design location reference. Topographic design survey to include site reference information, including but not limited to, record maps, public and private utility drawings, and preliminary City survey files, as provided by the City. Topographic design survey to also include a site boundary survey based on a field survey of existing record survey monuments from which site boundary lines shall be located and delineated in accord with record mapping information and local practice standards.

Design Professional will verify site conditions and create a digital base map to be used for all plans, reports, and exhibits, in accordance with the Citywide CADD Standards 2018 Edition and the City of San Diego Field Surveys Preliminary Survey QA/QC Checklist.

Draft survey MicroStation CADD files shall be submitted to the City's Engineering and Capital Projects' (ECP) Land Survey Section (LSS) for review and approval. LSS comments will be addressed following the LSS review and a final survey CADD file will be submitted.

## Exhibit A

### Deliverables:

- Draft Survey MicroStation CADD files submitted to ECP LSS with the 60% Submittal
- Approved Survey MicroStation CADD files submitted to ECP LSS with the 100% Submittal

### **2.3. Geotechnical and Environmental Investigation, Testing, and Reporting**

A geotechnical investigation will be conducted to provide subsurface data to support project design and construction. The geotechnical scope of work will consist of data collection and preparatory work prior to the geotechnical investigation, the geotechnical investigation, and geotechnical analysis and reporting, as described below.

#### **2.3.1 Data Collection and Preparatory Work**

Prior to the field investigation, Design Professional will:

- Collect and review existing geotechnical information (if available)
- Perform a site reconnaissance to map surface features of interest and select suitable location for the soil boring based on site access conditions and as-built utility information
- Coordinate utility clearance of the proposed boring location through Underground Service Alert (USA) and City's Facility Maintenance Services
- Prepare submittal for City's IB 511 review process which include boring location and dimensions, proposed equipment and access routes, if required
- Obtain soil boring permits from County of San Diego Department of Environmental Health (DEH), if required.

#### **2.3.2 Geotechnical Investigation**

The project site is in an area dominated by Cretaceous granitic rock (Kg) of the Southern California batholith. The granitic rock is considered deeply weathered with frequent medium to large spheroidal boulders. The granitic rock may have moderate to very high strength with could make excavations difficult. A shallow groundwater is not anticipated.

As-built drawings for the existing facility have been provided by the City. These drawings reference a soils report by Woodward Clyde & Associates (WCA), Project No. 68-289, dated January 13, 1969 as depicted on the grading plans for Gatewood Hill Unit No. 8, dated November 21, 1972. Design Professional will perform a report request from the City's Development Serviced Department.

The Design Professional will perform one (1) soil boring to a depth of 20 feet below the ground surface at the toe of the existing slope a the project site and two (2) seismic P-wave refraction traverses on the slope to evaluate the rippability of the

## Exhibit A

underlying bedrock. The field investigation will be performed under the direction of an experienced field geologist or engineer from our firm. The boring will be hand augered to a depth of 8 feet prior to the start of the field exploration activities, if possible. Inasmuch, surface grab samples will be obtained, if possible. Site access and permission will be requested from the client by the City.

The drilling operation will be performed using conventional hollow-stem auger (HSA) drilling methods. Where drilling refusal on bedrock is encountered, the boring will be extended using HQ rock coring methods to the target depth.

During drilling in soil overburden materials, Standard Penetration Test (SPT) will be performed with a specially manufactured split-spoon sampler at selected depth intervals. Relatively undisturbed samples will be obtained by driving a 3-inch (OD) diameter modified California barrel sampler with a special cutting tip and inside lining of thin brass rings into the soils at the bottom of the borehole. In addition, loose bulk samples will also be collected from the boring.

Rock cores will be taken in 5-foot runs. Each core run will be visually logged and photographed prior to placement in wooden core boxes for storage and transportation to the laboratory. Information on the photographs will include the boring identification number, run number, depth interval, percent recovery, and rock quality designation (RQD) index.

Upon completion of the field exploration activities, the boring will be backfilled with concrete slurry and repaired to match the adjacent surface. Design Professional shall not perform any testing, transportation, nor disposal of excess soil cuttings. The Design Professional shall store the soil cuttings on-site and notify the City. The City shall arrange for testing, transportation and disposal of soil cuttings.

The seismic refraction traverses will be approximately 60 to 80 feet in length to obtain shear wave velocity data to approximately 25 feet below grade to evaluate the rippability of the ground underlying the existing slope. The P-wave study will be conducted using a Geometrics Geode, 24-channel seismograph and 24 14-Hz geophones. The seismic traverses will be mapped with GPS.

The data will be processed using SIPwin (Rimrock Geophysics, 2003) and analyzed using SIPwin and SeisOpt Pro (Optim, 2008). SIPwin uses layered based modeling techniques to produce layered velocity models, where changes in velocities are depicted as discrete contacts. SeisOpt Pro (Optim, 2008) uses a nonlinear optimization technique called adaptive

## Exhibit A

simulated annealing. The resulting two-dimensional velocity model provides a tomographic image of the estimated geologic conditions.

Deliverables:

- NO DELIVERABLE

### **2.3.3** Geotechnical Testing, Analysis, and Reporting

Geotechnical laboratory tests will be performed on selected soil samples to verify field classifications and to evaluate certain engineering characteristics. Laboratory tests will be performed in general conformance with the American Society for Testing and Materials (ASTM) or other generally accepted testing procedures. The testing program is anticipated to include the following:

- In-place Moisture Content;
- Moisture Content and Dry Density;
- Compaction;
- Mechanical Sieve Analysis;
- Direct Shear;
- Uniaxial Compressive Strength; and
- Soil pH, resistivity, and soluble sulfate and chloride concentrations

Using the results from the existing geotechnical investigation (if available), the acquired site data will be analyzed, and a geotechnical design report will be prepared. The report will include interpretations, discussion, conclusion, and recommendations for the following issues:

- General surface and subsurface conditions at the project site;
- General geologic conditions and potential geologic hazards;
- Seismic design criteria per 2019 Edition of the California Building Code & ASCE 7-16;
- Groundwater conditions, if encountered within the maximum depth of exploration;
- Soil/rock excavation characteristics;
- Allowable soil bearing capacity and lateral soil pressures and resistances;
- Modulus of subgrade reaction;
- Geotechnical parameters for use in design of the grading plan, including earth pressures and anticipated soil settlement;
- Foundation design recommendations;
- Concrete slab-on-grade and moisture barrier design recommendations;

## Exhibit A

- Construction-related considerations, including site preparation, guidelines for earthwork operations, and dewatering (if applicable).

### Deliverables:

- DRAFT Geotechnical Design Report (PDF) with the BOD Submittal
- FINAL Geotechnical Design Report (PDF) with the 60% Submittal

## 2.4. Mechanical and Plumbing Elements (Not included)

No separate analysis of emergency generator ventilation requirements and ventilation required for the heat dissipation of the new pump motors will be performed.

### Deliverables:

- No separate deliverables (included in design development packages)

## 2.5. Hydraulic Analysis, Studies, Field Tests, & Monitoring

### 2.5.1 Hydraulic and Transient Analysis

- Plan and perform hydraulic pressure monitoring (one week) field investigation at the pump station to document daily variations in demand and short-term (transient) pressure dips or spikes due to irrigation or other rapid changes in water demand. Determine if any pressure spikes would occur during normal or emergency pump operations required to operate this PS and distribution network. If a power failure or hydrant open/close (if applicable) occurs during the monitoring period, document it and contrast with normal operations. The City will provide access to the site and make adjustments to the pump station operations to allow for this investigation. Design Professional will also review any past tests conducted at the suction side zone prior to recommending new tests.
- Build an all-pipe, digital twin hydraulic model of the PS including distribution system to be serviced (with option for adding Oaks North Community) and a reasonably detailed suction-side water supply system. Same model will be used for all steady-state and transient scenarios.
- Adjust the steady-state model parameters to achieve a realistic match to conditions observed during the monitoring, if the monitoring were to be carried out.
- Conduct a hydraulic study using the computer model to verify the combined pump and system curve and the expected operational performance of all pumps and valves at the station to ensure it will perform as designed
  - Analyze the key steady-state flow scenario (eg: MHD) that would be

## Exhibit A

used to develop the hydraulic transient model. Up to two Steady state scenarios will be checked, if required.

- For one demand condition (E.g.; MHD), simulate a power failure, time delay and sequential restart to determine the resulting flow/velocity and head/pressure impacts at the PS and throughout the distribution system being supplied for at least 3 cases:
  - No surge controls
  - Surge control valves (in addition to check valves & optional flywheels)
  - Optional surge tank (shown near new building in proposal)
- Transient Analysis shall be carried out using the Bentley HAMMER software.

### Deliverables:

- Conceptual Draft Hydraulic Transient Analysis with one recommended Pump & Equipment Configuration (PDF) at the BOD Submittal
- Draft Hydraulic Transient Analysis with Pump Selection and selected Surge Control Elements (PDF) with the 60% Submittal based on the configuration selected at the BOD stage.
- FINAL Hydraulic Transient Analysis (PDF) at the 100% Submittal

## 2.6. SCADA/Control Strategy

**2.6.1** The control system will comply with the City's SCADA control requirements. The Design Professional team shall develop a control strategy for the pump station and associated SCADA controls implications. This will be included in the design development packages and will include elements:

- Type of instrumentation and control philosophy
- All primary and secondary control devices (elements, transmitters)
- All instrumentations (primary, secondary, panel and computers) shown but not tagged.
- Area designation drawing and equipment numbering system finalized.
- Conceptual development of radio or cellular communication required to the pump station, based on city preference.
- A detailed radio path survey is assumed to not be required, or to be provided outside of this Contract.

No separate documentation of the SCADA/Control strategy will be provided.

**2.6.2** Deliverables:

- No separate deliverables (included in design development packages).

## 2.7. Site Security Elements

**2.7.1** Site security design will be limited to incorporating the City specified security

## Exhibit A

elements including:

- Exterior camera and one interior camera.
- Access control to the pump station door, which will require an install of City access control system.
- A communication path for SecNet (Security proprietary Network) back to Chollas to be monitored by the Security Operations Center
- Security design meeting
  - Design Professional will meet with PUD's security team to discuss the site security requirements. Using the results of this meeting, Design Professional will incorporate the specified security components into the projects electrical & SCADA system.

### 2.7.2 Deliverables:

- No separate deliverables (included in design development packages).

## 2.8. Cathodic Protection

Cathodic protection design will be limited to a review of the corrosion data from the geotechnical report and recommending a coating system and/or pipeline materials for the design.

### 2.8.1 Deliverables:

- No separate deliverables (included in design development packages).

## 2.9. Fire Protection Elements

Fire protection plans will include the design of a Fire sprinkler system in the Pump Room and Generator Room and a Fire Alarm system design including:

- Fire Alarm Permit Drawings
- Fire Alarm Calculations
- Fire Alarm Material Data Sheets
- Fire Sprinkler Permit Drawings
- Fire Sprinkler Hydraulic Calculations
- Fire Sprinkler Material Data Sheets

### 2.9.1 Fire and Life Safety Study:

2.9.1.1 Design Professional will prepare a Fire and Life Safety study identifying the following requirements as applicable to the project including:

- Building Code
- Fire protection
- Fire alarm
- 

2.9.1.2 This report will evaluate the existing structure along with the proposed additions to the building against the City of San Diego

## Exhibit A

Design Standards along with locally adopted codes by the authority having jurisdiction (AHJ). This report will determine the minimum level of required fire protection.

2.9.1.3 Design Professional will prepare fire sprinkler and fire alarm design drawings as applicable to the project and defined in the Fire and Life Safety study.

2.9.1.4 Design of the following items are not included in the scope.

- Fire Pump Design
- Standpipe Design
- Special Suppression Design (Clean Agent, Inert gas, Aerosol, etc.)
- Special Detection Design (IR detection, Air aspiration detection, etc.)
- Hazardous Materials Code Consulting (HMIS, HMMP, etc.)

### 2.9.2 Deliverables:

- Draft Fire and Life Safety Study Report (PDF) with BOD Submittal
- Final Fire and Life Safety Study Report (PDF) with 60% Submittal
- Draft Fire Sprinkler and Fire Alarm Design (PDF) with the 60% Submittal
- FINAL Fire Sprinkler and Fire Alarm Design (PDF) with the 100% Submittal

## 2.10 Materials Testing of Existing Building (not included)

Design Professional will not perform x-ray, coupon, or any other testing of the existing building to determine condition. Structural calculations will assume that the existing structures or facilities to remain (if any) are assumed to be in acceptable As-Built condition.

## TASK 3. DESIGN DEVELOPMENT

Upon complete submission and approval of pre-design deliverables, Design Professional will proceed with design development. PDFs, spreadsheets, or other formats, as indicated, will be provided of the listed deliverables below. Native files will be provided at the request of the City. The ultimate design submittal shall include the following elements:

1. Title sheet.
2. Vicinity and location map
3. Title block (City provided); north arrow; scales; project title; construction notes; construction legend; standard symbols; telephone numbers of utilities and other affected agencies and businesses; basis of bearing and benchmarks; general notes and abbreviations.
4. Existing Conditions, including, but not limited to: base map, property lines, roads,

## Exhibit A

- utility lines and appurtenances (above and underground), drainage facilities.
5. Demolition and pipe abandonment plans
  6. Site access, and spoil, mobilization, and storage areas
  7. Piping mechanical design
  8. Pump Station Layout
  9. Structural design for the pump station and Generator room structures
  10. Grading, paving, and landscaping design
  11. Supply and discharge piping replacement
  12. Pipeline connections and shutdown plan
  13. Temporary pumping concepts - Limited to contractor provided temporary pump station
  14. Access road paving – PCC pavement (replace in place only).
  15. Oversized highlining – Not included (contractor provided temporary pump station)
  16. Architectural design and details for the pump station and generator room
  17. Electrical, instrumentation and controls
  18. Building mechanical and plumbing design
  19. California Title 24 Energy Compliance Calculations
  20. Site security design – Limited to incorporation of City specified equipment
  21. Curb ramp design
  22. WPCP/BMP – Not included
  23. Work by City Forces (cut and plug, highlining) - Connection locations only. City will coordinate with operation on City Forces phasing.
  24. Batch discharge plan – Not included
  25. Survey monuments

### **3.1 Conceptual Design Technical Memorandum (CDTM) and Basis of Design Report (BODR)**

Design Professional shall develop a Conceptual Design Technical Memorandum (CDTM) and Basis of Design Report (BODR) of the project for City's formal review and comment at preliminary design level. The TM/BODR will include defining City standards, City and regulatory agency requirements for design and design calculations required for the project. The Conceptual Design Technical Memorandum (CDTM) and Basis of Design Report (BODR) shall develop the design to the following levels:

1. Title Sheet showing the vicinity and location map
2. Existing Conditions Site Plan with approximate locations of the following elements property lines, roads, utility lines and appurtenances (above and underground), and drainage facilities.
3. Proposed Site Plan that includes conceptual level of the following elements:
  - Proposed Supply and discharge piping replacement including pipe size, material type, and alignment of the existing discharge line and the size and rehabilitation method of the existing supply pipeline
  - Existing utilities plotted, existing facility horizontal control and elevations confirmed with current survey
  - Site layout showing site piping, site drainage and major grading elements, site plan will show spacing for staging a crane to lift pumps, valves, etc. Also, this will

## Exhibit A

- show a preliminary path whereby pumps, valves, etc. can be removed from the site.
- All major system structures located
  - Existing easements plotted
  - Demolition plans and pipe abandonment with demolition and protect in place notes.
  - Site access, spoil, mobilization, and storage areas
  - Conceptual Grading identifying finish floor elevation and general grades surrounding the station and parking area
  - Pump Station site paving layout for maintenance parking
4. Conceptual Pump Station and Site Piping Plan including:
    - Pump Station Layout
    - General arrangement layout for major equipment reflecting one of the pump and surge protection element (Tank, Valve, etc.) combinations, as described in the Conceptual Draft Hydraulic & Transient Analysis from Section 2.5.
    - System flow diagram.
  5. Conceptual Off-Site Pipeline Plan with including:
    - Permanent pipeline connections and replacements on Abra Road with tentative locations identified for work by City Forces.
    - Temporary pumping concept plan limited to a contractor-provided temporary pump station (location only) for all construction. No highlining plans.
    - Access road paving layout with PCC pavement (replace in place only).
    - Curb ramp conceptual locations as indicated in the city provided ADA study
  6. Conceptual Building Plan showing major elements for the following items:
    - Architectural rendering, floor plans, exterior elevations, rood plans, and details for the pump station
    - Major building mechanical, plumbing and electrical elements
    - Structural type selection (two alternatives and a recommendation) for each major structural element and a preliminary layout for structural elements
    - Acoustical design of the building elements to meet the property line noise level limits of the City's Municipal Code. It is assumed that the noise study will result in no noise mitigation needed, except for the selection of noise mitigating materials for existing project elements (doors, etc.).
  7. Conceptual electrical, instrumentation and controls schematic plan.
    - Conceptual arc flash and short circuit calculations to determine approximate incident energy and available short circuit values at the major electrical equipment, including up to two iterations of calculation.
    - Evaluate reusing existing SDG&E utility transformer including coordinating with SDG&E as required.
  8. Landscaping and Irrigation Concept Plan showing the general plant types and areas of planting.

### 3.1.1 Deliverables:

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- Preliminary design drawings (PDF)
- Preliminary specifications table of contents (PDF)
- Preliminary design calculations (PDF)
- Preliminary engineering cost estimate (PDF)
- Preliminary design review checklist (PDF)
- Preliminary O&M guidelines
- Drainage study (PDF) – Not required

### 3.2 60% Design Submittal and Review

Prepare and submit detailed 60% design package for City's formal review and comment. The City will review the comments from the TM/BDR to remove duplicates or those of a non-technical nature to minimize the comments that need a formal response. Comments that are not related to the EOR's standard of care and are preference in nature may not always be incorporated. The 60% design package will incorporate the resulting City comments from the TM/BDR.

The 60% Design shall develop the design to the following levels:

1. Title sheet showing the vicinity and location map
2. All calculations completed, reviewed, and bound
3. Complete list of construction contract drawings
4. Process Control Strategies complete
5. Geotechnical report
6. Preliminary construction schedule
7. Existing conditions site plan with approximate locations of the following elements property lines, roads, utility lines and appurtenances (above and underground), and drainage facilities. A thorough utility conflict check will be performed and any conflicts between new infrastructure and existing utilities will be coordinated and resolved.
8. Easements, and ROW boundaries
9. Demolition and pipe abandonment plans
10. Civil Drawings will include:
  - Site access and spoil, mobilization and storage areas
  - Horizontal Control Plan (northing and easting)
  - Grading and improvement plans – detailed.
  - Connection Details – valves and vaults
11. Architectural drawings including code analysis and notes; floor plan, roof plan/hatch, reflected ceiling plan; Exterior and interior elevations; building sections, wall sections; interior finish schedule; door, windows and louver schedules; door, window and louver details; roof and wall details; room sign details, steel kick plates, air vents, exit signs, and maintenance platform
12. Pump station and piping mechanical design, including flow and surge control for the preferred pumps and the selected surge control strategy/equipment from the Draft Hydraulic Transient Analysis in Section 2.5. Buried metal pipes will be coated and lined with high performance epoxy or similar coating.
13. Draft Process Narrative (PN) with pump and valve operating times, mechanical drawings will also include:
  - Pump Station Plan with material schedule
  - Surge protection with material schedule

## Exhibit A

- Air release valves, pressure gauge assembly
  - Emergency generator
14. HVAC design for the pump and electrical rooms
  15. Structural design for the pump station structures will include:
    - Footing, earthwork, foundation, reinforcing, etc.
    - Design basis
    - Summary of special inspection and testing
    - Typical details
    - Foundation and roof plans
    - Site walls plans
    - Pump station section
    - Building insulation
    - Structural details
  16. Grading and drainage design and details
  17. Supply and discharge piping replacement plans with design completed to the 60% level consistent with City standards. Drawings will show plan and profiles, and pit locations for lining.
  18. Preliminary pipeline connection details will be developed showing the connection to the existing supply transmission pipeline and the connection to the distribution main on Abra Drive.
  19. Temporary pumping station (by contractor) location and approximate flow requirements will be developed with schematic piping plan for a long term pump station bypass to feed the high-pressure zone. It is anticipated this temporary pump will be in the parking lane at the southeast corner of Abra Drive and Montero Rd and connect to both hydrants. This will be implemented by specification only (no plans).
  20. Access road paving with limits and grades identified to meet City standards for driveways
  21. Oversized highlining with alignment and appropriate notes for restraint systems to be implemented – Not included (contractor provided temporary pump station).
  22. Electrical, instrumentation and controls which will include:
    - Coordination with SDG&E, including submission of an SDG&E service order as required.
    - Electrical site plan
    - Single line diagram
    - Pump room power and lighting plans
    - Conduit schedules
    - Control schematics
    - Electrical equipment elevations
    - Grounding plans, and electrical details
    - Instrumentation diagram
    - Communication network diagram
    - Panel Layout drawings
    - Process control strategy
  23. Site security design showing details such as camera locations and cabling.
    - City to Provide Camera specifications for incorporation into Detailed Design
    - City to Provide Access Controls specifications for incorporation into Detailed Design
  24. Landscape Drawings will include:
    - Irrigation Plans and Details
    - Vegetation/Planting plan and details
  25. Curb ramp design with location and slopes identified.

## Exhibit A

26. WPCP/BMP – Not included
27. Work by City Forces (cut and plug, highlining) – Connection locations only. City will coordinate with operation on City Forces phasing.
28. Batch discharge plan – Not included
29. Survey monuments

### **3.2.1** DSD coordination is included in this task and includes the following:

- Design Professional will submit the 60% building plans to DSD for review.

### **3.2.2** Deliverables:

- An approved TM/BODR with comments addressed.
- Preliminary Title 24 forms (PDF)
- A submitted storm water review (PDF)
- 60% design drawings (PDF)
- 60% specifications (PDF)
- 60% design calculations (PDF)
- 60% engineering cost estimate (PDF)
- 60% design review checklist (PDF), see Attachment 3

## **3.3 100% Design Submittal and Review**

Design Professional will prepare and submit a detailed 100% design package for City's formal review and comment. The City will review the comments from the 60% design package to remove duplicates or those of a non-technical nature to minimize the comments that need a formal response. Comments that are not related to the EOR's standard of care and are preference in nature may not always be incorporated. The 100% design package will incorporate the resulting City comments from the 60% design.

The 100% Design shall develop the design to the following levels:

1. All calculations completed, reviewed, and bound.
2. Geotechnical Report updates (if any)
3. Cost estimate at 100% completion level
4. Final construction schedule
5. Title sheet showing the vicinity and location map
6. Existing conditions site plan with approximate locations of the following elements property lines, roads, utility lines and appurtenances (above and underground), and drainage facilities.
7. Demolition and pipe abandonment plans
8. Site access, and spoil, mobilization, and storage areas
  - Pump station and piping mechanical design, including a final hydraulic summary of pressure monitoring, system curve development, 4 steady-states and surge control equipment make/model/set-points as reflected in the Final Hydraulic Transient Report.
9. Structural design for the pump station structures

## Exhibit A

10. Grading and paving design
11. Complete supply and discharge piping replacement design
12. Complete pipeline connection design and coordinated shutdown plan requirements.
13. Temporary pumping criteria specification for bypass pumping. Temporary pumping station (by contractor) location and approximate flow requirements will be developed with schematic piping plan for a long-term pump station bypass to feed the high-pressure zone. It is anticipated this temporary pump will be in the parking lane at the southeast corner of Abra Drive and Montero Rd and connect to both hydrants. This will be implemented by specification only (no plans).
14. Complete access road paving
15. Complete oversized highlining plan
16. Architectural design and details
17. Electrical, instrumentation and controls
18. Building mechanical, plumbing and electrical design
19. California Title 24 Energy Compliance Calculations and Documentation
20. Site security design
21. Landscaping and Irrigation
22. Complete Curb ramp design
23. WPCP/BMP – Not included
24. Work by City Forces (cut and plug, highlining) - Connection locations only. City will coordinate with operation on City Forces phasing.
25. Batch discharge plan – Not included
26. Survey monuments
27. Independent conflict check between disciplines (clash detection)

DSD coordination is included in this task and includes the following:

- Coordination with all relevant DSD reviewing disciplines such that the contractor can obtain the building permit
- Any deferred reviews such as security systems are not included in this task

Completion of 100% design will be accepted upon receipt of the following deliverables:

- An approved 60% City wide plan check
- Signed Title 24 forms (original signed forms, PDF)
- An approved storm water review (PDF)
- 100% design drawings (PDF)
- 100% specifications (PDF)
- 100% design calculations (PDF)
- 100% engineering cost estimate (PDF)
- 100% design review checklist (PDF)
- Preliminary O&M Manual
- An approved plan check set of plans
- Submittal master and tracking list (PDF)

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### **3.4 Final Design Submittal and Review**

Design Professional will prepare and submit a final design package for bidding. The City will review the comments from the 100% design package to remove duplicates or those of a non-technical nature to minimize the comments that need a formal response. Comments that are not related to the EOR's standard of care and are preference in nature may not always be incorporated. The design package will incorporate the resulting City comments from the 100% design. The Final Design shall complete all listed elements of the design described in Task 3.

#### **3.4.1. Final Design Deliverables**

- Three (3) signed full sized drawing sets
- Final Design CADD files in MicroStation (.DGN) format consistent with City CAD standards for civil and site design. Does not include architectural and landscaping or similar disciplines.
- Final project cost estimate, include escalation for market conditions, equipment escalation for inflation (PDF)
- Internal quality control review of all deliverables to ensure requirements of the agreed upon scope of services have been met
- Separate set of drawings and specifications for security systems are not included in the construction drawing set but are provided as a stand-alone set of biddable documents by the Contractor or the City's security contractor.

### **TASK 4. BID AND AWARD SUPPORT**

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

#### **4.1 Meetings**

Per City's request, attend project related meetings including but not limited to, Pre-Bid Conference, and site visits required meetings on-site and off-site, up to a total of 2 with 2 attendees.

#### **4.2 Request for Information (RFI) and Clarification Responses**

Prepare responses to any RFIs or clarification as requested by Citystaff up to a total of 6.

### **TASK 5. CONSTRUCTION & POST CONSTRUCTION SERVICES**

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After the construction contract is awarded and executed, Design Professional will support construction administration by providing a complete set of baseline information, analysis, and data to inform, develop, and evaluate the guiding principles, criteria, network concepts, decisions and recommendations required to complete the scope intent to City staff and Contractor. The construction is expected to have a 24-month duration. This task includes response to RFI's, review of RFP's to Contractor, review of submittals, attendance at progress meeting and responses to as-needed construction services and as-needed site meetings.

### **5.1 Meetings**

Attend pre-pre-construction, pre-construction, and monthly progress meetings as requested by City staff, up to 12 meetings with 2 attendees. Meeting agendas and meeting minutes are assumed to be provided by the City Construction Manager.

### **5.2 Construction Support**

#### **5.2.1. Submittal Review**

- Review Contractor submittals in a timely fashion with respect to Submittal Master and Tracking List, up to a total of 20
- Provide responses within 10 working days

#### **5.2.2. Change Orders**

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

- Review and evaluate submission to scope intent, up to a total of 5
- Provide revision sketches, direction and/or specifications as required and sufficient for Contractor to adequately price the work through the Construction Manager RFP, up to a total of 2.

#### **5.2.3. Request for Information/Clarification (RFI/RFC)**

- Provide responses to all RFIs and RFCs related to interpretation of contract documents, unforeseen conditions, value engineering proposals, and changes in scope up to a total of 20.
- RFIs will be returned to the Construction Manager within 5 working days

### **5.3 Start-up and Testing**

Assist the Construction Manager in preparing functional acceptance test procedures to witness operational performance of any system installed as part of the Gatewood Hills Pump Station Upgrade Project. Start-up service duration will span a 30-day period and will commence at Substantial Completion with the functional acceptance of the Gatewood Hills Pump Station critical systems. Design Professional will define deficiencies in the equipment

## Exhibit A

construction and software configuration and prepare and submit a report to the City outlining the resolution of problems. Design Professional will participate in the functional tests. Services will be limited to the following items:

- Draft the start-up procedures
- Attend a one-day start-up test in the field and identify the deficiencies
- Write the deficiencies list (draft report) and get comments
- Attend a follow-up test in the field
- Issue the final report

### 5.3.1. Deliverables:

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

## 5.4 Final Walkthrough and As-Builts

- Conduct final walkthrough with City staff
- Provide punch list to the City Construction Manager for substantial completion of the project
- Record final as-built conditions to CADD files in MicroStation format consistent with City CAD standards. Security drawings and specifications for security systems are not included in the as-built drawings.

## TASK 6. AGENCY PERMITTING AND ENVIRONMENTAL ASSISTANCE

Work in this section includes environmental and agency permitting assistance by the Design Professional for the project.

For the environment documentation, Design Professional understands that the City will determine the required land use permit and CEQA process requirements and that the City Environmental and Planning group will procure the Notice of Exemption (NOE)/Notice of Right to Appeal (NORA) or any other environmental documentation needs. The Design Professional will assist the City with this by providing the technical tasks including a Stormwater Requirements Application Checklist (Section 6.1), an ESL Slope Calculation (Section 6.7), , a Noise Study (Section 6.9), and identification of a construction staging area (Section 6.10), as described below. Design Professional will be required to coordinate with City Project Manager in satisfying project permit requirements, including providing assistance in responding to issues from City Development Services Department for these provided items. No CEQA compliance documentation is included in this scope of work.

Design Professional will provide assistance to the City with the project permitting needs including assistance with San Diego County Water Authority (SDCWA) coordination (Section

## Exhibit A

6.2), obtaining a Development Services Department (DSD) Building permit (Section 6.3), obtaining a San Diego County Air Pollution Control District (APCD) permit for the standby generator (Section 6.4), obtaining Private Property Permits & Easements (Section 6.5), and SDG&E and Telecommunication Service Order (Section 6.6), as described below. No other permit assistance work will be required.

No work on these tasks will be performed until directed by the City Project Manager

Provided tasks include:

### **6.1 Stormwater Requirements Application Checklist (DS-560)**

Design Professional will complete and submit DS-560 Storm Water Requirements Applicability Checklist to the City to determine whether a SWQMP is required or not. It is anticipated that the results of the DS-560 form will show that the project is not subject to post construction BMP's and not require a Stormwater Quality Management Plan (SWQMP). Changes to the DS-560 to reflect progression of the project are not included.

Deliverables:

- Completed DS-560 Storm Water Requirements Applicability Checklist (PDF) with the 60% Submittal
- Water Pollution Control Plan (PDF) with the 100% Submittal

### **6.2 SDCWA Coordination - Not included**

This project is an integral part of a large water supply system and may require coordination and design interface with the San Diego County Water Authority. It is assumed that the City will perform any required coordination with San Diego County Water Authority.

### **6.3 DSD Permit - Building Permit**

A building permit will be required for the structural and other building elements of the pump station. The Design Professional will submit the plan package to the Development Services Department (DSD) of the City at the 60% Design Submittal, respond to comments from the DSD reviewers with the 100% submittal, and obtain the approved permit prior to the Final submittal. Design Professional is not responsible for any fees associated with permitting. During construction, Design Professional will be available to support the City and Contractor with routine building permit issuance needs up to the limit of the hours shown in the proposal.

Deliverable:

- Approved DSD Building Permit with the Final Submittal

## Exhibit A

### 6.4 APCD – Generator Permit

The Design Professional will submit a permit application and obtain approval from the San Diego County Air Pollution Control District (APCD) Plan for the standby generator installation.

Deliverable:

- Approved APCD Permit with the Final Submittal

### 6.5 Private Property Permits/Easements

The City anticipates that a Permit to Work on Private Property or a construction easement may be needed for construction. For this, the Design Professional will provide the following items:

- ALTA Survey
  - The Design Professional will prepare one ALTA/NSPS Land Title Survey in accordance with the Minimum Standard Detail Requirements for 2021. The survey will include the fully resolved property boundary, existing property corner monuments of record, rights of way, access, lines of possession (i.e. fences, walls, or other evidence of possession), observed within (5) five feet of the exterior boundary, together with buildings, and record easements. Additional items to be either located or plotted from record mapping as part of the survey are as follows:
    - Addresses of the surveyed property
    - flood zone designations
    - gross land area in acres
    - vertical relief of the property such as contours
    - substantial structural features
    - location of potholes and underground utilities (limited to four potholes only)
    - names of adjoining land owners, and the distance to the nearest intersecting street.
- One Easement Plat
  - The Design Professional will prepare one Easement Plat for the City to acquire a construction easement from an adjoining property.

The preliminary title report to be used for this survey will be provided by the City of San Diego.

### 6.6 SDG&E and Telcom Service Order Processing

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

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- Coordination with SDG&E, including submission of an SDG&E service order.
- Coordination with the City's selected Telcom company for service order processing.

Deliverable:

- Approved Service Orders with the Final Submittal

### **6.7 ESL Slope Calculation**

The Design Professional will provide a Slope Study calculation for ESL Regulations Compliance that includes the determination of the average site slope for the City's use in assessing permit needs.

Deliverable:

- Average Site Slope Calculation results (PDF) with the 60% Submittal

### **6.8 Climate Action Plan Consistency Checklist – Not included**

The City will complete the Climate Action Plan Consistency Checklist for this project.

### **6.9 Noise Study**

The Design Professional will complete a Noise Study, which would model the calculated pump noise at the nearest residential property lines. The calculations would be based on industrial standard noise levels consistent with the pump type. The Noise Study would be prepared in accordance with City of San Diego Noise Report Guidance. A 24-hour ambient noise measurement survey will be conducted and compared with the future calculated pump noise. In accordance with CEQA exceedance of the ambient noise by 3 dB or more would require mitigation.

- Verify building acoustical design meets the property line noise limits of the Municipal Code Noise Ordinance.
- If required, Design Professional will include measurements of the background ambient noise levels at the nearest residential property and compare these levels with the noise generated by the pump station.

Deliverables:

- Draft Noise Study (PDF) with the 60% Design Submittal
- Approved Noise Study (PDF) with the 100% Design Submittal.

### **6.10 Construction Staging Area — Not included**

Identification of a construction staging area for the contractor to store materials and equipment will be the contractor's responsibility. It is anticipated that these will occur within City right-of-way or easements currently owned by the City.

**Attachment 1  
Pump Station Design Concept**

EXISTING DRIVEWAY

EASEMENT LINE

Remove & Replace with  
new generator building

**EXISTING PUMP  
STATION**

EXISTING  
BUILDING  
REUSE FOR  
GENERATOR

ELECTRICAL  
ROOM

PUMP  
ROOM

New Building Limits

**18' x 29' PUMP  
STATION, PROPOSED**

**27' x 39' PUMP  
STATION, PER RFP**

Not used

**EXISTING TANK,  
TOP OF HILL**

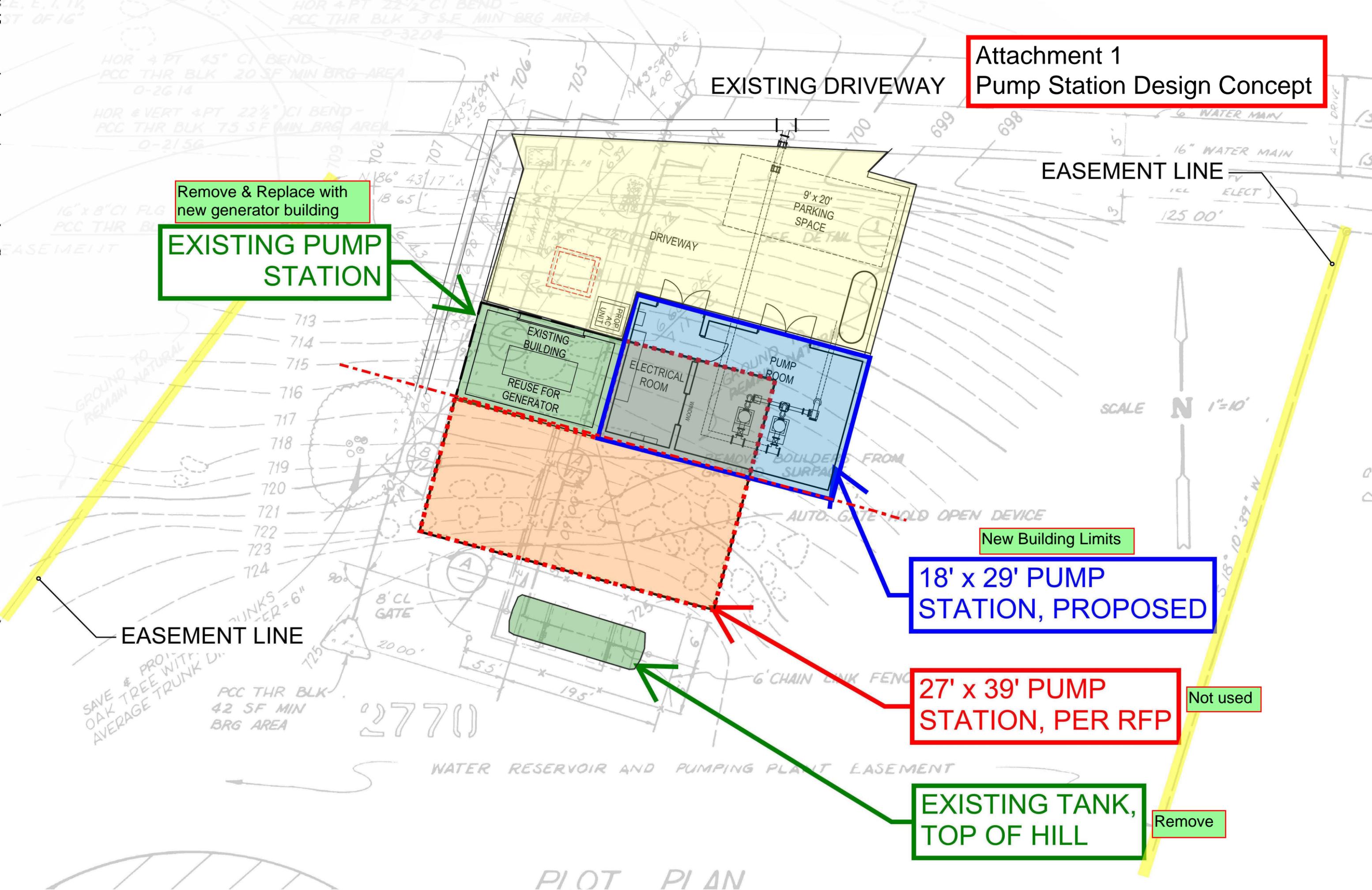
Remove

EASEMENT LINE

SCALE N 1"=10'

WATER RESERVOIR AND PUMPING PLANT EASEMENT

PILOT PLAN



# Attachment 2

## Legend

- Water
- Sewer
- Joint Trench
- Proposed Pump Station
- Proposed Pull Box
- Gas
- Telecom

16" Suction Pipe

6" AC (Discharge)

PS

Joint Trench

Montero Rd

8" AC

Abra D

Pothole Locations  
(typical) 4 total with a  
5 feet maximum  
depth.

3" AC Lateral

6" GV

4" GV

Abandoned  
water  
service

Gas, Elec, Tele, TV,  
Sewer, Water, etc.

4" AC

6" AC

20" SGRW



ECP

**Sewer, Water & Storm Drain Projects**Design 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. )

<b>Project:</b> _____	<b>DATE:</b> _____
<b>COMPLETED BY:</b> _____	<b>(PM'S SIGNATURE)</b> _____
<b>PM'S PRINTED NAME:</b> _____	
<b>CIVIL DESIGN FILES</b> 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.](#)

ITEMS	COMMENTS
1. A geospatially correct dgn file with clean line work of the design referenced with the preliminary topo. (Units set to Survey Feet)	
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
			3. Key Map (on second sheet of plans for larger projects)	
			4. Vicinity Map	
			5. Work to Be Done	
			6. Contractor's Responsibility	
			7. Legend	
			8. Existing Structures	
			9. Monumentation/Survey Notes Benchmark	
			10. Field Notes, Datum, Major Streets	
			11. Abbreviations	
			12. Discipline Code	
			13. Sheet Index (limits of work)	

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

BORDER				
YES	NO	N/A	ITEMS	COMMENTS
			23. Project Title	
			24. Street Name or Plan Sheet Title on Plan Sheets or Miscellaneous Sheets	

PLAN VIEW				
YES	NO	N/A	ITEMS	COMMENTS
			25. Right-of-Way Lines	
			26. Street Names	
			27. Block Numbers	
			28. Easements	
			29. North Arrow & Scale	
			30. Street Closures	
			31. Existing Sewer Main, Laterals, Manholes & Appurtenances	
			32. Gas Lines & Valves	
			33. Existing Storm Water Conveyance, Structures & Appurtenances	
			34. Electric Lines & Boxes	
			35. Telephone Lines & Boxes	
			36. Cable T.V. Lines & Boxes	
			37. Existing Water Mains, Services, Fire Hydrants & Other Appurtenances including pump stations & pressure reducing stations	
			38. Subdivision Name	
			39. Lot Lines, Lot Numbers, Addresses & Ownership Lines	
			40. Trolley Tracks	
			41. Proposed Sewer Main & Manholes	
			42. Proposed Water Main & Appurtenances	
			43. Proposed Storm Water Conveyance & Structures	
			44. Curb Lines	
			45. Oil/Line Fuel Pressure	
			46. Pressure Zone Boundary	
			47. Reference Data is provided on individual sheets	
			48. Stationing	
			49. Label proposed pipe size	
			50. Dimension between proposed pipe and other utilities	

PROFILE VIEW				
YES	NO	N/A	ITEMS	COMMENTS
			51. Existing Surface/Grade/Pavement	
			52. Existing Sewer Main & Manholes with Invert Elevations	
			53. Existing Water Main	
			54. Existing Storm Water Conveyance & Structures	
			55. Street Names	
			56. Horizontal/Vertical Scale	
			57. Elevation Scales (show matchlines if applicable)	
			58. Existing Sewer Crossing(s)	
			59. Existing Water Crossing(s)	
			60. Existing Storm Drain Crossing(s)	
			61. Outside Utility Crossing(s)	

General Notes:

1. Notify Asset owner of any design deviations if required.
2. Identify adjacent projects to coordinate projects & scheduling conflicts.
3. Identify asset ownership to coordinate improvements with privately owned outside utilities (SDG&E, fiberoptics, telephone lines,etc.)
4. Identify potential coordination with property owners regarding appurtenances  
(i.e. Fire hydrants, ARV, manholes, or meter boxes in or near driveways/retaining walls) in front of their property
5. Identify preliminary alignment for any replumb work during site visit.
6. Identify if replace in place is the best design for each sheet. Alignment may change due to the following conditions:
  - a. Replumb work
  - b. Parallel main replacement
  - c. Large mains, manholes, vaults, etc.
  - d. Alignment on raised median
  - e. Clearance to Storm Drain facilities

## Sewer, Water & Storm Drain Projects

Design 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. )

<b>Project:</b> _____	<b>DATE:</b> _____
<b>COMPLETED BY:</b> _____ <b>(PM'S SIGNATURE)</b>	
<b>PM'S PRINTED NAME:</b> _____	
<b>CIVIL DESIGN FILES</b> 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
			1. Update Sheet Index (limits of work)	
			2. Update Work to Be Done	
			3. Update Discipline Code (if necessary)	
			4. Construction Storm Water Protection & Permanent Storm Water Best Management Practices	
			5. Update Legend Items	

TITLE BLOCK				
YES	NO	N/A	ITEMS	COMMENTS
			6. Street Names and Limits	
			7. Completed Project Data (engineers' names, W.B.S numbers, sheet numbering, etc.)	

PROPOSED PLAN VIEW				
YES	NO	N/A	ITEMS	COMMENTS
			8. Manhole Stationing Callouts (manholes shall be consecutively numbered)	
			9. Sewer Laterals	
			10. Cutoff Walls, Encasements, Cradles	
			11. Water Services / Fire Services	
			12. Fire Hydrants Residential = 450' Commercial = 350' Industrial = 250' Fire hydrant at cul de sac = 5' before the curb Fire hydrants: unprotected/unimproved areas shall have protection post	
			13. Crosses, Tees, Fire Services	
			14. Valves identified by quantity, size, type of valve, connection type [(F), (MJ)], (F,MJ)] and direction (BK, AHD, LT, RT)	
			15. Water Construction Notes	
			16. Blow-Offs Pipes 12" and smaller = 2" blow off Pipes larger than 12" = 4" or 6" blow offs Low point dead ends require a blow off	
			17. Air Valves (AV) or Air Vacuum and Air Release Valves (AVAR) Pipes 48" and smaller = 2" air valve Pipes larger than 48" = 4" air valve High point dead ends require an air valve	
			18. Above ground proposed appurtenances shown by location	
			19. Valves 8" mains and smaller = 800' valve separation 10"-12" diameter mains = 1,200' valve separation 16" diameter mains = 1,600' valve separation	
			20. Horizontal Curve Data i.e. Details of all curves, deflection of pipes, beginning & end of curve	
			21. City Forces Work conforms to notes on the plans (typical all sheets)	
			22. Construction work conforms to notes on the plans (typical all sheets)	

			23. Phased construction is shown adequately on plans (and it's also reflected on the working days in the specifications)	
			24. Plugs and Dead Ends	
			25. 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	
			26. 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)	
			27. Caution Callouts	
			28. Main separation: (use measurements below for outside of pipe to outside of pipe if possible) 10' between Water/Sewer 5' between Sewer/Gen. Utility 10' between Storm Drain/Sewer 5' between Storm Drain/Potable Water and between Reclaimed Water/Other Storm Drains	
			29. Horizontal Alignment Report	
			30. Dimensioning	
			31. Stationing (label stations left to right)	
			32. Standard abbreviations and symbols are used	
			33. Utility facilities are properly identified (elevations and alignment are shown)	
			34. There are sufficient construction details for items not covered by standard plans	
			35. Special Plan Notes (See CADD standard templates and cell library for these notes)	
			36. Retirement information is provided on individual sheets	
			37. Reference data is provided on individual sheets	
			38. Easement width and drawing number for each utility per Design Standard Manual.	
			39. Verify each replumb address has replumb detail (sewer only)	
			40. Survey Monuments (on each plan sheet or on separate monumentation sheet)	

General Notes:  
Identify appurtenance placement (hydrants, air valves, etc.) to minimize community impact. Notify home owners.

PROPOSED PROFILE VIEW				
YES	NO	N/A	ITEMS	COMMENTS
			41. Proposed Sewer Main and Manholes	
			42. Manhole Inverts	
			43. Manhole Station Callouts	
			44. Manhole Numbering & Structure Numbering	
			45. Major Grade Breaks w/ inverts	
			46. Proposed Water Main	
			47. Top and Bottom of pipe for water mains 12" and larger	
			48. Water Pipe Invert Callout	
			49. Blow-Offs/Air-Valves w/ size labeled and elevation called out	
			50. All pipes have proper cover and clearance e.g. Water main depth of cover: 3'-5' for Distribution Mains and 5'-8' for Transmission Mains (Less than 3' or more than 8' of cover require loading, deflection, and safety calculations)	
			51. Pipe Slope of Sewer and/or Storm Water Conveyance (<1% slope include flow velocity table for sewer)	
			52. Dimensioning Between Manholes/Structures	
			53. Pipe Size / Material/ Class / D-Loading for Storm Drain & Trunk Sewer	
			54. Storm Water Structure Station Callouts & Notes	
			55. Storm Water Structure Inverts	

			56. Proposed Storm Water Conveyance and Structures	
			57. Hydraulic gradeline in storm drain profiles	
			58. Provide storm drain pipe load calculation for depths greater than 40 feet	
			59. IE (in) and IE (out) at inside face of box	
			60. Lengths stated in Profiles Match Stationing	
			61. Horizontal and vertical scale correctly identified	
			62. Existing grade, pavement and project grades shown	
			63. Cut-off walls for Slopes 3:1 or steeper for slope drains	
			64. Provide min. 1' sand cushion or min. 6" sand cushion w/1" neoprene pad for all crossings where vertical clearance is less than 1' (typical all sheets)	
			65. Cut-Off walls for slopes over 20% (Sewer Mains) in paved areas (SDS-114) is used.	
			66. Cut-Off walls for Slopes over 20% (Sewer Mains) in unpaved areas (SDS-115) is used.	
			67. Cut-Off walls for Slopes over 20% (Water Mains) in unpaved areas (WP-05) is used.	
			68. Cut-Off walls for Slopes over 20% (Water Mains) in paved areas (WP-07) is used.	
			69. Pipe quantities match calculated distance between Manholes/Crosses (Subtract Manhole Diameters)	
			70. Water tight joints for pipes under pressure and slopes greater than 25%	
			71. Q50 and V50 or Q100 and V100 of storm drain pipes, as applicable	
			72. Riprap class, length, width, thickness and velocity	
			73. Energy Dissipaters at outfalls with detail or per Standard Drawing	
			74. Encasement cradles	
			75. Special Profile Notes	
			76. Vertical Curve Data	
			77. Water Station	
			78. Horizontal Alignment Reports (if no room on plan sheets provide an additional sheet including all alignment reports)	

ADDITIONAL SHEETS : DRAFT				
YES	NO	N/A	ITEMS	COMMENTS
			79. Curb Ramp Location Sheet	
			80. Curb Ramp Detail Sheet	
			81. Resurfacing Sheet	
			82. Work by City Forces Sheet	
			83. Abandonment Sheet	
			84. Permanent Storm Water Best Management Practices	
			85. Traffic Control Plans	
			86. Replumb Detail Sheet	
			87. Batch Discharge Plan	
			88. Fire Department Information Sheet	
			89. Cathodic Protection Design Sheet	
			90. Survey Monument Sheet	
			91. Drawings/Details for Trenchless Construction	

## Sewer, Water & Storm Drain Projects

Design 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: \_\_\_\_\_  
 COMPLETED BY: \_\_\_\_\_ (PM'S SIGNATURE) \_\_\_\_\_  
 PM'S NAME PRINTED: \_\_\_\_\_  
 DCE'S PRINTED NAME: \_\_\_\_\_

### SPECIAL PROVISIONS

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

### BID PROPOSAL

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

### ADDITIONAL PROJECT REQUIREMENTS

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

**ADDITIONAL SHEETS: COMPLETED**

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

(PUD)

## 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	

<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. )

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

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	

**COMPENSATION AND FEE SCHEDULE**



# **TIME SCHEDULE**

**EXHIBIT C  
TIME SCHEDULE**

Activity Description	Estimated Working Days
<b>PHASE A - DESIGN PHASE</b>	<b>520</b>
Project Management <sup>1</sup>	520
Pre-Design Studies <sup>1</sup>	240
Design Development <sup>1</sup>	520
<i>Conceptual Design and Basis of Design Report</i>	<i>130</i>
<i>60% Design Submittal and Quality Control Review<sup>2</sup></i>	<i>130</i>
<i>100% Design Submittal and Quality Control Review<sup>3</sup></i>	<i>130</i>
<i>Final Design Submittal and Quality Control Review<sup>4,5</sup></i>	<i>130</i>
Agency Permitting & Environmental Assistance <sup>2,3,4</sup>	280
<b>PHASE B - BID/AWARD PHASE</b>	<b>240</b>
Easement Acquisition & Private Permits (By City) <sup>5</sup>	180
Bid & Award Support Services	60
<b>PHASE C - CONSTRUCTION</b>	<b>440</b>
Design Services During Construction	340
As-Built Drawings	100
<b>TOTAL (PHASES A+B+C)</b>	<b>1200</b>

Note:

All tasks that share a common superscript occur concurrently.

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
2/6/14	Texas	EEOC Charge alleging discrimination	N	Settled	Settled
8/26/14	Pennsylvania	EEOC Charge alleging discrimination	N	Settled	Settled
12/8/14	Illinois	EEOC Charge alleging discrimination	N	Dismissed	Dismissed
1/10/15	New York	EEOC Charge alleging discrimination	N	Settled	Settled
9/1/15	Pennsylvania	EEOC Charge alleging discrimination	N	Dismissed	Dismissed
2/19/16	South Carolina	EEOC Charge alleging discrimination	Y	Settled	Settled
9/12/16	District of Columbia	Jointly filed charge with EEO and Office of Human Rights, Washington, D.C. alleging discrimination	Y	Settled	Settled

Consultant Name WSP USA Inc.

Certified By Patti Boekamp

Title Senior Director - Local Business Leader

Name  
  
 Signature

Date 1-6-2022

**USE ADDITIONAL FORMS AS NECESSARY**

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/ REMEDIAL ACTION TAKEN
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	Compliant 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 Division alleging discrimination.	N	Settled	Settled
10/20/2020	Texas	Charge filed with Texas Workforce Commission-Civil Rights Division alleging discrimination.	N	Dismissed by request of plaintiff	Dismissed
3/4/2021	Texas	Pro se civil complaint filed by subcontractor's employee containing vague allegations of harassment	Y	Settled	Settled**
3/11/2021	Washington	Employee made complaint with DOL alleging her termination of employment was discriminatory against her due to her military service.	N	Pending	Pending

\*\*This matter was filed in the District Court of Chambers County, Texas, but the allegation is not related to discrimination



**WORK FORCE REPORT – Page 2**

NAME OF FIRM: WSP USA Inc.

DATE: 1/6/2022

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

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

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial	1	0	3	1	2	1	0	0	0	0	26	14	4	0
Professional														
A&E, Science, Computer	1	0	5	0	3	5	0	0	0	0	12	10	2	2
Technical	0	0	1	0	1	1	0	0	0	0	2	0	2	0
Sales														
Administrative Support	0	0	0	0	0	0	0	0	0	0	0	3	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	2	0	9	1	6	7	0	0	0	0	40	27	8	2
--------------------	---	---	---	---	---	---	---	---	---	---	----	----	---	---

Grand Total All Employees

102

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

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

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**
Hazen & Sawyer 11260 El Camino Real, Suite 102 San Diego, CA 92130	Electrical, SCADA (Instrumentation & Control), and Security	24.6%	OBE	N/A
Blue Lake Civil 7746 Blue Lake Dr San Diego, CA 92119	Water Plan & Profile, Service/Street Connections, Driveway Paving & ADA Ramps	9.6%	ELBE 17BL1463 SB(Micro) 2005663 DBE - 44436	City of San Diego California Dept of General Services California Unified Certification Program
Banning Architecture 6531 Lake Ashmere Ct San Diego, CA 92119-2816	Pump Station Architecture	9.5%	ELBE-17BA1754	City of San Diego
Allied Geotechnical Engineers, Inc. 9500 Cuyamaca Street, Suite 102 Santee, CA 92071	Geotechnical Investigation & Laboratory Testing	2.3%	SLBE # 11AG0136 DBE #643 DBE #8920 SBE #643 MBE #13020034 SB(Micro) #47171	City of San Diego LA County Metro California Unified Certification Program California Public Utilities Commission Caltrans Supplier Clearinghouse California Dept of General Services
Martin & Libby Structural Engineers 4452 Glacier Ave San Diego, CA 92120	Structural Engineering	4.1%	DBE-24185 ELBE-11LE0355 WBE-2AS00018 SB (Micro)-7585	California Unified Certification Program City of San Diego California Public Utilities Commission California Department of General Services
San Dieguito Engineering 462 Stevens Avenue, Suite 305 Solana Beach, CA 92075	Surveying	5.0%	SLBE DBE WBE MBE SB (Micro)	City of San Diego California Unified Certification Program California Public Utilities Commission California Public Utilities Commission California Dept of General Services
Reddy Engineering Services, Inc. 9655 Granite Ridge Dr, Ste 200 San Diego, CA 92123-2674	Landscape Architecture & Irrigation Plan	2.2%	ELBE-17RE1697 DBE-46418 MBE-20000372	City of San Diego California Unified Certification Program California Unified Certification Program
Clark Land Resources 9150 Chesapeake Dr, Suite 190 San Diego, CA 92123	Private Property Permits & Easements	1.4%	SLBE-14CL1365 WBE SB	City of San Diego California Public Utilities Commission Utility Diversity Supplier Clearinghouse California Dept of General Services

List of Abbreviations:

**Small Local Business Enterprise**  
**Emerging Local Business Enterprise**  
Certified Minority Business Enterprise

**SLBE**  
**ELBE**  
MBE\*

Certified Woman Business Enterprise	WBE*
Certified Disadvantaged Business Enterprise	DBE*
Certified Disabled Veteran Business Enterprise	DVBE*
Other Business Enterprise	OBE*

*\* Listed for informational purposes only.*

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

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

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

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

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

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

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

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

DISCLOSURE DETERMINATION FOR CONSULTANT

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

- 1. Department / Board / Commission / Agency Name: Engineering & Capital Projects Department
2. Name of Specific Consultant & Company: WSP USA, Inc.
3. Address, City, State, ZIP: 401 B St, Suite 1650, San Diego, CA 92101
4. Project Title (as shown on 1472, "Request for Council Action"): Design of Gatewood Hills Pump Station Upgrade
5. Consultant Duties for Project: Design and construction support services for upgrades to the pump station by replacing the existing pump and hydro-pneumatic tank and 842 feet of suction and discharge piping.

6. Disclosure Determination [select applicable disclosure requirement]:

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

- or -

Consul tant will be "making a governmental decision" or "serving in a staff capacity." Consul tant 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 consul tant'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 consul tant is required to disclose.]

By: Jason Grani Assistant Deputy Director

12/8/21 [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
<b>1. Quality of Report, Study, Plans, Specifications, etc. [Deliverables] of Scope as noted:</b>				
• Deliverables submitted were complete in all respects.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• All comments and review requests were adequately incorporated into Deliverables.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• The Deliverables were properly formatted and well-coordinated.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Writing style/presentation and terminology was clear and straightforward with adequate backup provided.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>2. Ability to adhere to contract schedule, budget, and overall timely responses as noted:</b>				
• Deliverables prepared in accordance with the agreed upon schedule(s).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Consultant alerted the City to possible schedule problems well in advance of delays.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Consultant suggested solutions there were cost effective, appropriate and were provided in a timely manner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• The Consultant provided responses to RFI's/emails/request for proposals, etc. in a timely manner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>3. Ability to manage project team, Subconsultants, and coordinate with City staff as noted:</b>				
• The Consultant was reasonable and fair during negotiations of the Agreement and/or on Task Orders.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• The Consultant followed direction and chain of responsibility.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• The Consultant reviewed and analyzed Subconsultant Deliverables and oversaw their work in an appropriate manner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• The Consultant provided adequate support/attendance during meetings.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Section II**

**SPECIFIC RATINGS Continued**

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

**Section III**

**SUPPLEMENTAL INFORMATION**

(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 Gatewood Hills Pump Station Upgrade

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**B. BIDDER PROPOSER INFORMATION**

WSP USA Inc.			
Legal Name			DBA
401 B Street, Suite 1650, San Diego, CA 92101			
Street Address	City	State	Zip
Richard Leja, Senior Engineering Manager / 619-525-8363			
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, Senior Director - Local Business Line

Name	Title/Position
San Diego, California	
City and State of Residence	Employer (if different than Bidder/Proposer)
Consultant Principal in Charge, 0%	
Interest in the transaction	

Richard Leja, Senior Engineering Manager

Name	Title/Position
Lakeside, California	
City and State of Residence	Employer (if different than Bidder/Proposer)
Consultant 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: 10/05/1933      State of incorporation: NY

List corporation's current officers:

President: Bernard P. McNeilly

Vice Pres.: Andrew J. Lynn; Kevin B. Reed

Secretary: Hillary F. Jassey

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:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Limited Liability Company**

Date formed: mm/dd/yyyy      State of formation: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Partnership**

Date formed: mm/dd/yyyy State of formation: \_\_\_\_\_

List names of all firm partners:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Sole Proprietorship** Date started: mm/dd/yyyy

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: mm/dd/yyyy

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 Hahn

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)

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Contact Name and Phone Number: Sharon Humphreys, PE / 619-595-5350

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Contact Email: Sharon.Humphreys@sandag.org

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

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Contract Date: 2008- Present

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Contract Amount: \$25.5M

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Requirements of Contract: Planning, Environmental, and Engineering of Mid-Coast Corridor Drainage Project

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Company Name: County of San Diego, Stormwater Dept.

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

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

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Address: 1600 Pacific Highway, San Diego, CA 92101

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Contract Date: 2017-2019

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Contract Amount: \$123K

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

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Company Name: City of San Diego, Planning Department

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Contact Name and Phone Number: Reza Taleghani, PE / 619-533-3673

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Contact Email: RTaleghani@sandiego.gov

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Address: 9485 Aero Drive, M.S. 413, San Diego, CA 92123

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Contract Date: 2020-Present

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Contract Amount: \$1M

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Requirements of Contract: As-Needed Civil Engineering Consultant Services (H197109)

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**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: See Attached \_\_\_\_\_

Contact Name and Phone Number: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Address: \_\_\_\_\_

Contract Date: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Requirements of Contract: \_\_\_\_\_

What portion of work will be assigned to this subcontractor: \_\_\_\_\_

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

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

**K. STATEMENT OF AVAILABLE EQUIPMENT:**

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

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

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

Pledge of Compliance Initial submission.

OR

Update to prior Pledge of Compliance dated mm/dd/yyyy

**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.**

Patti Boekamp - Senior Director - Local Business Leader		1-06-2022
Name and Title	Signature	Date

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

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

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

C(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): See Attached Exhibit G.1

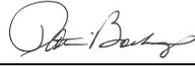
F(5): On April 1st, 2018, WSP USA and its affiliates, which includes WSP International LLC (f/k/a Parsons Brinckerhoff International, LLC), renewed its workers' compensation insurance with Liberty Mutual. At no time was there a lapse in our workers' compensation coverage. However, the administrative 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.

J: See Attached Exhibit G.2

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 - Senior Director - Local Business Leader		1-6-2022
Print Name, Title	Signature	Date





CITY OF SAN DIEGO

Sensitive Information Authorization Acknowledgement Form- City Contractors/Vendors

**Authorized Person (City Contractor/Vendor requesting authorized access to Sensitive Information):**

Name (Printed) Richard B Leja	eMail Address Richard.Leja@WSP.com	Network (AD) Login/User ID
Company/Organization WSP USA Inc		Contractor/Vendor Office Phone 619-525-8363
City Department (managing contract) Engineering & Capital Projects		Contractor/Vendor Office FAX N/A
City Contract Manager's Name (Printed) Julie Adam	City Contract Manager's Phone 619-533-7412	City Contract Manager's Mail Sta. 908A

**Policy Summary (pertinent excerpts from City Administrative Regulation 90.64):**

4.1. Sensitive Information shall be maintained in a confidential manner and access restricted to only employees or individuals properly authorized by his or her Appointing Authority and approved by the Information/Data Owner, based on verified business needs to have access to such information and/or in compliance with specific legal requirements.

4.3. Authorization to access or use Sensitive Information shall be based on a functional role (job duties) and not linked directly with a specific individual, such that when an authorized person's job duties no longer require access to or use of Sensitive Information, the ability to access or use such information shall be revoked. At no time shall a contractor's or vendor's access to Sensitive Information extend beyond the termination of the authorizing contract, and such access shall be revoked as soon as the duties requiring access or use have ended, regardless of the end date of the contract.

4.5. Authorized Persons shall access or use Sensitive Information only for its intended purpose for which it was obtained and maintained by the City of San Diego. An employee or individual authorized to access or use Sensitive Information shall sign an Authorization Acknowledgement Form stating he or she has read, understands, and agrees to abide by this policy.

4.7. Violation of this policy, either by unauthorized persons accessing or attempting to access Sensitive Information, or by Authorized Persons accessing or using Sensitive Information for other than its intended purpose or beyond the scope of their duties, may result in disciplinary action, up to and including termination of employment, and also subject the violating individual(s) to personal liability without the option of City legal defense. In the case of contractors or vendors, violation of this policy will be considered a breach of contract and appropriate actions taken on that basis. If deemed necessary, information regarding employee, volunteer, contractor or vendor violation of this policy may be referred to the appropriate agency for any civil and/or criminal action, as applicable.

**Acknowledgement**

By signing below, the above City Contractor/Vendor acknowledges that he or she understands that the Terms and Conditions of the underlying City Contract contain the provisions of the full policy stated above, and he or she agrees to comply with such contract provisions. City Contractor/Vendor understands that this form will be kept on file with the underlying contract documents in the City Purchasing & Contracting Department, and that he or she may receive a copy, if requested. The City Contract Manager acknowledges that he or she has discussed the contract Terms and Conditions related to this policy with the above Contractor/Vendor and understands the supervisor's obligations regarding the Contractor's/Vendor's access to the City's Sensitive Information under this policy.

Contractor's/Vendor's Signature  Date Signed 1-20-22

City Contract Manager's Signature  Date Signed 1/20/2022

**From:** [pwc100@dir.ca.gov](mailto:pwc100@dir.ca.gov)  
**To:** [Mendivil, John](#); [PWD-PWC-Contracts](#)  
**Subject:** [EXTERNAL] Project Creation  
**Date:** Wednesday, May 18, 2022 12:04:19 PM

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**\*\*This email came from an external source. Be cautious about clicking on any links in this email or opening attachments.\*\***

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Hello,

Thank you for using the PWC-100 online application.

This email confirms the submission of a new project titled "Design of Gatewood Hills Pump Station - H2125802" that was created on 18 May 2022 and assigned **DIR Project ID 416700**.

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

Thank you for your submission

Sincerely,

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

## Project Information

### FORM

**Form Type:** PWC-100 **Project Award Date:** 5/18/2022

### AWARDING BODY INFORMATION

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

### PROJECT INFORMATION

**Project Name:** Design of Gatewood Hills Pump Station - H2125802 **Project #:** H2125802  
**Brief Description:** Design of Gatewood Hills Pump Station **Contract #:** H2125802  
**Contract Amount:** \$889935.75 **Number of Prime Contractors:** 1  
**Total Project Cost:** \$889935.75  
**Alternative Model:** None Apply  
**Description of Location:** Gatewood Hills Pump Station, San Diego County: SAN DIEGO

## Project Information 2

### PWC-100

**Project Name:** Design of Gatewood Hills Pump Station - H2125802 **Project #:** H2125802 **Contract #:** H2125802 **Status:** New Submission

### PROJECT INFORMATION

#### Project Dates

**First Advertised Bid:** 12/16/2020 **Estimated or Actual Start:** 5/18/2022  
**Estimated or Actual Completion:** 5/18/2027

### Propositions

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

### Compliance and Agreements:

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

## Contractor Information

### Project Manager

**Email Address:** Richard.Leja@WSP.com **Name:** Richard Leja **Title:** Senior Engineering Manager **Work Phone:** 619-651-3815

### General Contractor 1

CSLB/Certificate Number	NAME	Address	Email	Classification
1000039819	LIBBY ENGINEERS, INC.	4452 GLACIER AVENUE SAN DIEGO, CA 92120	GSIMONCINI@MARTINANDLIBBY.COM	SURVEYORS
1000012182	WSP USA INC.	ONE PENN PLAZA, 4TH FLOOR NEW YORK, NY 10119	LICENSINGUS@WSP.COM	SURVEYORS
1000368796	BLUE LAKE CIVIL	5480 BALTIMORE DR, SUITE 215 LA MESA, CA 91942	MAGGIE.WITT@BLUELAKECIVIL.COM	SURVEYORS
1000678432	BANNING ARCHITECTS, INC.	6531 LAKE ASHMER CT SAN DIEGO, CA 92119	PBANNING@BANNINGARC.COM	SURVEYORS
1000009409	SAN DIEGUITO ENGINEERING, INC.	462 STEVENS AVENUE, #305 SOLANA BEACH, CA 92075	PURQUIZA@SDEINC.COM	SURVEYORS
1000009383	ALLIED GEOTECHNICAL ENGINEERS, INC.	9500 CUYAMACA STREET, SUITE 102 SANTEE, CA 92071	S_SUTANTO@ALLIEDGEO.ORG	SURVEYORS
1000033771	CLARK LAND RESOURCES, INC.	4167 AVENIDA DE LA PLATA, STE 108 OCEANSIDE, CA 92056	SABRINA.BOOTHE@CLARKLANDRESOURCES.COM	SURVEYORS
1000533539	REDDY ENGINEERING SERVICES, INC.	9655 GRANITE RIDGE DRIVE, SUITE 200 SAN DIEGO, CA 92123	VINAY@REDDYENGINEERING.COM	SURVEYORS
1000018843	HAZEN AND SAWYER, D.P.C.	1149 SOUTH HILL STREET LOS ANGELES, CA 90015	WCRAYON@HAZENANDSAWYER.COM	SURVEYORS