

**AGREEMENT BETWEEN  
THE CITY OF SAN DIEGO  
AND  
DUDEK  
FOR  
DESIGN OF SAN CARLOS RESERVOIR  
REPLACEMENT**

**CONTRACT NUMBER: H2225997**

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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

**AGREEMENT BETWEEN  
THE CITY OF SAN DIEGO  
AND DUDEK  
FOR DESIGN PROFESSIONAL SERVICES**

THIS Agreement is made and entered into between the City of San Diego, a municipal corporation [City], and Dudek [Design Professional] for the Design Professional to provide Professional Services to the City for the Design of San Carlos Reservoir Replacement [Project].

**RECITALS**

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

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

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

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

**ARTICLE I  
DESIGN PROFESSIONAL SERVICES**

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

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

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

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

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

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

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

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

## **ARTICLE II DURATION OF AGREEMENT**

**2.1 Term of Agreement.** This Agreement shall be effective on the date it is executed by the last Party to sign the Agreement and approved by the City Attorney in accordance with San Diego Charter Section 40. Unless otherwise terminated, it shall be effective until completion of the Scope of Services or 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 \$999,768.00 . The compensation for the Scope of Services shall not exceed \$943,945.00, and the compensation for Additional Services (described in Section 3.2), if any, shall not exceed \$55,823.00.

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

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

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

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



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

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

**PRIMARY AND NON-CONTRIBUTORY COVERAGE.** The policy or policies shall be endorsed to provide that the insurance afforded by the Contractors Pollution Liability Insurance policy or policies is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives with respect to operations including the completed operations of the Named Insured. Any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of the 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 Department, c/o Julie Adam, JAdam@sandiego.gov, and notice to the Design Professional shall be addressed to: Dudek, Amanda Combs, PE, 2280 Historic Decatur Road, Suite 200, San Diego, California 92106, acombs@dudek.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: Amanda Combs, Bob Ohlund, Neil Harper, Brandon Lacap, Charles Greely, Nicole Rieger, Carey Fernandes, [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.

*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 Mayor, pursuant to San Diego Municipal Code 22.3207, authorizing such execution, and by the Design Professional pursuant to 's signature authority document.

I HEREBY CERTIFY I can legally bind Dudek and that I have read all of this Agreement, this 4 day of November, 2022.

By   
\_\_\_\_\_  
Joseph Monaco  
President and CEO

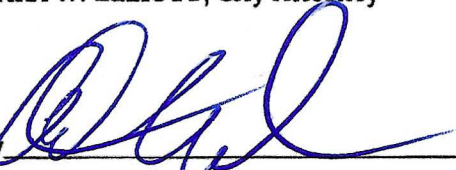
Dated this 16th day of November, 2022.

THE CITY OF SAN DIEGO  
Mayor or Designee

By   
\_\_\_\_\_  
Cindy Crocker  
Principal Contract Specialist  
Purchasing & Contracting

I HEREBY APPROVE the form of the foregoing Agreement this 17<sup>th</sup> day of November.

MARA W. ELLIOTT, City Attorney

By   
\_\_\_\_\_  
Deputy City Attorney

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

# **SCOPE OF SERVICES**

## SCOPE OF SERVICES

The Scope of Services defines the extent of the 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 SAN CARLOS RESERVOIR REPLACEMENT herein referred to as “Project”.

### **PROJECT DESCRIPTION**

The Project proposes to demolish the existing San Carlos Reservoir, a 4.8 million gallon (MG) above-grade prestressed concrete reservoir and construct a new 96-ft diameter (1.8 MG) AWWA D110 circular prestressed concrete reservoir and other reservoir features, replace external inlet and outlet piping, replace altitude valve vault, piping, and valves, replace SCADA, replace the existing fence where needed, replace the front entrance gate, and replace security cameras.

The Project also proposes approximately 160 linear feet (LF) (0.03 miles) of 24-in transmission mains to replace existing cement mortar lined and coated steel (CMLCS) transmission mains, 325 LF (0.06 miles) of new 24-in transmission mains and the abandonment of 385 LF (0.07 miles) of existing CMLCS transmission mains.

### **PROJECT SETTING**

The existing reservoir underwent rehabilitation in 2002 and again in 2012. The reservoir has been out of service for the past 20 years due to persistent leaking. The San Carlos Reservoir service area is currently supplied by the Deerfield Pump Station and College Ranch Pump Station, which are independently capable of supplying the full demand up to Peak-Hour. The College Ranch Standpipe also provides 1.5 MG of storage at a spill elevation of 849 feet for the San Carlos Reservoir service area. There is no additional calculated storage need under the Design Guidelines for this system. Water demand for the San Carlos Reservoir service area has dropped significantly over the past eight years, and the water demand forecasts are for continued low demand. Therefore, the replacement of the San Carlos Reservoir only provides additional fire storage and energy management to eliminate SDG&E on-peak pumping and reduction of the City’s energy costs. The fire storage and energy management needs would be met by a 1.8-MG replacement reservoir. The existing reservoir is grossly oversized for the operational needs of the system. Reservoir sizing larger than 1.8 MG would incur higher-than-necessary water CIP funds and could result in water quality problems due to poor reservoir circulation. The design goal for the reservoir is a 30% minimum of daily volume fluctuation to maintain water quality.

The reservoir is located at 7950 Wing Span Drive, San Diego, California 92119 within the Navajo Community (Council District 7).

### 1.1 **SUMMARY OF SCOPE OF SERVICES**

This project consists of the demolition of the existing San Carlos Reservoir and construction of the new reservoir and 24-in transmission main, as follows:

- Demolish the existing San Carlos Reservoir and construct a new 96-ft diameter (1.8 MG) AWWA D110 circular prestressed concrete reservoir and other reservoir features. The footprint of the new reservoir will be smaller than the existing reservoir. This area will not be revegetated.
- Maintain the HGL of 849 ft for the San Carlos Zone.
- Replace the external inlet and outlet piping for the reservoir along with all on-site appurtenances. The new inlet and outlet pipe should have the inlet and outlet on opposite sides to facilitate mixing.
- The new reservoir should have a vertical inlet diffuser with duckbill check valves for passive mixing.
- Construct a new altitude valve vault, piping, and valves.
- Construct a new 24-ft access road around the new reservoir.
- Evaluate the storm drain inlet structure at the north end of the site, just beyond the perimeter fence for improvements to address sediment and debris build-up.
- Evaluate the site for storm drain and overflow routing based on design guidelines, including the brow ditches around the site. Address surcharging at the upstream site inlet structure. Evaluate re-routing the storm drain around the new reservoir along the access road to minimize construction and facilities along the vegetated slope just north of Wing Span Drive.
- Retain rockfall and fire protection setbacks.
- Install washdown piping and appurtenances for reservoir cleaning and maintenance.
- Install new SCADA system.
- Install automated front gate with access control system at the top of the hill, multi-directional security cameras, and all vault covers shall have intrusions sensors. Security communication



- to Chollas shall be via Security proprietary Network (SecNet)
- Replace and repair the existing fence where needed.
  - Widen base of the driveway entrance near the road for larger operations vehicles to enter/exit the driveway. There is a water sampling station that may need to be relocated.
  - Evaluate undergrounding existing overhead electric that passes over driveway.
  - Abandon 24-in transmission main in the easement.
  - Replace the existing 24-in Transmission Main.
    - Three alternatives were evaluated by the City:
      - **Alternative 1** Replace in place the existing 24-in transmission main within the Multi Habitat Planning Area (MHPA). Refer to PDF map for alternative 1 in Appendix A of the Pre-Design Report, dated September 9, 2021.
      - **Alternative 2** New 24-in transmission alignment straighten within the MHPA. Refer to PDF map for alternative 2 in Appendix A of the Pre-Design Report, dated September 9, 2021.
      - **Alternative 3** New 24-in transmission main alignment will be within the reservoir access road and along Wing Span Drive connecting into Tommy Street. Refer to PDF map for alternative 3 in Appendix A of the Pre-Design Report, dated September 9, 2021.

The Design Professional team will need to evaluate all three (3) alternatives. The Design Professional team may present additional alternatives for consideration by the City.

The scope of work is not limited to the items listed above, and the Design Professional team shall coordinate with the City regarding any scope changes.

The design will conform to the latest edition of the City of San Diego Facility Design Guidelines with the following exceptions:

- No seismic isolation valves are required.
- No recirculation piping or pumps are required
- No baffling in the tank is required.
- Re-chlorination design will consist of a chlorine analyzer housed in a NEMA 4X

enclosure, sampling ports, and a flanged connection for chlorine injection. The sample water return system will consist of a storage tank and pump to the reservoir.

- A weather station is not required.
- A surge analysis is not required for the transmission main.

## **2.1 PROJECT CONSIDERATIONS**

All water service, valves, fire hydrants, etc., will be replaced or added and brought up to the standards as outlined in the design guidelines.

- The State requires water mains of California, Department of Health (DoH) to maintain a 10 ft horizontal separation from other utilities. The Design Team will be required to obtain a deviation from standard from the DoH for any water mains which cannot be relocated to meet the necessary separation. Water mains that do not currently meet the required separation can be found listed below. Tommy Street between Wing Span Drive and 280 feet southeasterly of Wing Span Drive. The proposed 24-in transmission main is in between an 8-in sewer main and a 27-in storm drain. The 24-in transmission main would have less than 5 ft separation with the 27-in storm drain.

When installing water mains, standard practice is to include all the water mains in the intersection up to the curb returns or not enter the intersection. This way, subsequent projects will not be hindered by a paving moratorium in the intersection.

## **3.1 OTHER COMMENTS**

The 24-inch transmission main encroaches into Open Space Park or Reserve. Coordination with Open Space Division during the design phase will be required.

The Design Team will need to coordinate with the Silverman Preschool and Tifereth Israel Synagogue to minimize impacts during construction.

The project will require a Mitigated Negative Declaration (MND) for compliance with the California Environmental Quality Act (CEQA) due to impacts to Biological Resources.

In addition, the Environmental and Permitting Support section flagged the following items for further research and/or action during design, construction, and post- construction activities:

## **3.2 PERMITS**

A Site Development Permit (SDP) will be required to impact Environmentally Sensitive Lands at the project site.

**3.3 DESIGN**

Biological Survey & Report (30%), Revegetation Plan (30%), DS-560 (30%), CAP Consistency Checklist (30%).

**3.4 CONSTRUCTION/POST-CONSTRUCTION**

This project is expected to install concrete outside the ROW. The Design Team must calculate the square footage of concrete replaced to determine if post-construction stormwater BMP requirements are triggered.

Based on the number of homes/businesses impacted by the project, the Public Information Officer recommends hiring a community liaison during design/construction.

**4.1 ASSUMPTIONS**

**4.2** The Project Schedule is estimated based on the work identified in the Pre- Design Report as shown below:

- a. Design – 24 months (includes 12 months for Environmental Permitting).
- b. Bid and Award – 6 months.
- c. Construction – 24 months.
- d. Post-construction Closeout – 6 months.

**4.3** Traffic control plans are not required for this project.

**5.1 SCOPE OF SERVICES**

**5.2 PROJECT MANAGEMENT SUPPORT**

Design Professional shall 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.

Design Professional shall maintain communications between the City's Project Manager, Design Professional's Project Manager, and Design Team. The Project Management shall include, but not be limited to, Design, Bid/Award and Construction Phase support.

**5.2.1 Project Schedule and Invoicing**

Schedule should include milestones for the following deliverables as outlined for BODR/TM, 30%, 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 be submitted in conjunction with the project invoice and will include, but are not limited to, budget information, issues encountered, out-of-scope items and status, action items, and percentage of task completion.

Design Professional shall report subconsultant participation monthly via the City's online portal.

Deliverables:

- Monthly updates of Design Professional schedule (PDF).
- Monthly invoice with progress report.
- Monthly reporting of subconsultant participation.

### **5.2.2 Meetings**

Design Professional shall 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, Design Professional shall attend project related meetings including:

- Design kick-off meeting.
- Coordination meetings. Design Professional shall prepare meeting agendas prior to the meetings and meeting notes documenting key points and distribute those no later than a week after the meeting. Coordination meetings are anticipated for the following topics (several topics may be covered in one meeting):
  - Transmission Main Alignment
  - Drainage and Stormwater Quality
  - Piping and Mechanical
  - Security and Safety
  - Electrical and SCADA

- Cathodic Protection
- Design Review meetings after Technical Memorandum/Basis of Design Report (TM/BODR) (2 meetings), 30%, 60% and 100%, and Final design.

Deliverables:

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

### **5.2.3 Design Coordination**

Design Professional shall coordinate between the Design Professional team and the City project management team. Under this task, Design Professional shall Coordinate and provide support services for permitting with outside agencies listed in Section 3.3.1.

## **5.3 PRE-DESIGN**

Within two weeks of notice to proceed, a project kick-off meeting will be held between 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, or appropriate departments in the project process. Design Professional shall design the San Carlos Reservoir Replacement in accordance with current applicable laws, regulations and codes, and professional standards of practice established by the City. Design Professional shall provide internal quality control review of all deliverables to ensure requirements of the agreed upon scope are met.

The pre-design activities include:

### **5.3.1 Subsurface Utility Exploration (Potholing)**

Design Professional shall perform utility location by potholing to provide visible, nonerasable 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. Design Professional shall present the findings of this research in a Utility Exploration Report. No work on this item will be performed until directed by the City Project Manager.

Design Professional shall perform potholing of up to six (6) utility locations over two (2) days. Design Professional shall provide traffic control for work in the roadway. Because the elevation change and the curve of Wing Span Drive limits the visibility, Design Professional shall provide flagging for work at the Wing Span Drive and Tommy Street intersection. Design Professional shall repair the excavations in the roadway with AC hot patching with grind-and-overlay.

Deliverables:

- Utility Exploration Report (PDF), and
- Utility As-built Plans (PDF).

### **5.3.2 Survey and Base Mapping**

The City will provide surveying and mapping for project area suitable for development of design plans: vertical and horizontal control and basis of bearings, 1-foot contours, rights-of-way, surface features, utilities, trees (6" diameter and larger) that may need to be removed, property boundaries and easements, with the information prepared in MicroStation (version 8) to City CAD standards.

Topographic design survey to be provided by the City which will be based upon NAD83, CCS83 Zone VI, geographic coordinate reference system. 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. Design Professional shall 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.

Design Professional shall submit draft survey MicroStation CADD files to the City's Engineering and Capital Projects' (ECP) Land Survey Section (LSS) for review and approval. Design Professional shall address LSS comments

following the LSS review and a submit a final survey CADD file.

Deliverables:

- Draft Survey MicroStation CADD files submitted to ECP surveying, and
- Approved Survey MicroStation CADD files submitted to ECP surveying.

### 5.3.3 **Geotechnical and Environmental Investigation, Testing, and Reporting**

Design Professional shall conduct a geotechnical and environmental investigation to provide subsurface data to support project design and construction. The geotechnical field investigation shall be performed concurrent with the environmental field investigation to collect data from the same boring locations. Design Professional shall obtain all permitting required for geotechnical exploration and potholing work. The Geotechnical Investigation, Testing and Reporting conducted and provided by Design Professional shall include, but is not limited to, the following:

- **Information Review** – Design Professional shall review readily available information, including preliminary project design information, published geologic literature and maps, as-built utility maps, Geotechnical Consultant’s in-house references, pertinent geotechnical reports prepared by others (if available), and topographic maps.
- **Site Reconnaissance** - This task includes the Design Professional conducting a field reconnaissance visit to observe general site and geologic conditions at the project site. The purpose of the field reconnaissance will be to observe outcrops/exposures of the prevailing geology units and other pertinent features, such as bedding, structural discontinuities, presence of seeps, and visual indications of excessive erosion or slope instability, etc.
- **Preliminary Geotechnical Assessment** - Design Professional shall evaluate information pertaining to geologic setting and features/hazards, and geotechnical and hydrogeologic conditions obtained from the information review and site reconnaissance tasks. The geotechnical issues evaluated will include the following:
  - Geologic and geotechnical conditions at the project site;

## EXHIBIT A

- Anticipated engineering characteristics of the subsurface soils;
- General design related issues, such as potential seismic hazards, landslide/slope stability hazard and anticipated subgrade conditions; and
- Identification of unique or unusual site conditions that may require special design and/or construction methods.
- **Field Reconnaissance, Planning, Permitting & Utility Clearance -**  
Design Professional shall:
  - Perform a site visit to select suitable locations for soil borings, coordinate utility clearance of proposed boring locations through Underground Service Alert (USA) and City's Facility Maintenance Services.
  - Retain services of utility locating service to clear the proposed boring locations.
  - Prepare submittal for City's IB 511 review which include boring locations 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.
- **Field Exploration Program**
  - Design Professional shall perform two (2) soil borings to a depth of 10 feet below the ground surface (bgs) along the new pipeline alignment and three (3) borings on the existing reservoir pad to a depth of 30 feet bgs. At least two of the borings shall be performed in the area underlain by fill to evaluate the condition of the existing fill materials.
  - Design Professional perform drilling using conventional hollow-stem auger (HAS) drilling methods. Where drilling refusal on bedrock is encountered, the boring shall be extended using HQ rock coring methods to the target depth.
  - During drilling in soil overburden materials, Design Professional shall perform Standard Penetration Test (SPT) with a specially manufactured

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split-spoon sampler at selected depth intervals. Design Professional shall obtain relatively undisturbed 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, Design Professional shall collect loose bulk samples from the boring.

- Design Professional shall take rock cores in 5-foot runs. Each core run shall be visually logged and photographed prior to placement in wooden core boxes for storage and transportation to the laboratory. Information on the photographs shall include the boring identification number, run number, depth interval, percent recovery, and rock quality designation (RQD index).
  - Upon completion of the field exploration activities, Design Professional shall backfill the borings with concrete slurry and repaired to match the adjacent surface. The work area shall be cleaned, and any excess soil and fluid will be removed for offsite disposal. If hazardous materials are encountered during field explorations, the City will provide services for removal and disposal.
- **Geotechnical Laboratory Testing** - Design Professional shall perform geotechnical laboratory tests on selected soil samples and 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;
  - Expansion Index;
  - Atterberg Limits;
  - Direct Shear;
  - Consolidation;
  - Uniaxial Compressive Strength; and

- Soil pH, resistivity, and soluble sulfate and chloride concentration.
- **Engineering Analysis and Report Preparation** – Design Professional shall analyze the field and laboratory data and develop recommendations pertaining to the geotechnical aspects of the project. Design Professional shall present to the City a summary of the findings, including the final test results, and opinions and recommendations in a written report that shall address 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 design recommendations;
  - Conventional cut-and-cover pipeline design recommendations; and
  - Construction-related considerations, including site preparation, guidelines for earthwork operations, and dewatering (if applicable\_

Deliverables:

- Draft Geotechnical Report (PDF), and
- Approved Geotechnical Report (PDF).

#### **5.4 DESIGN DEVELOPMENT**

Upon complete submission and approval of pre-design deliverables, Design Professional shall 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.

**5.4.1 Technical Memorandum/Basis of Design Report Submittal and Review**

Design Professional shall develop a Technical Memorandum (TM)/Basis of Design Report (BODR) for City's formal review and comment at preliminary design level. This task shall compile initial information about the projects constraints and develop an initial project concept. Geotechnical information from a preliminary assessment and environmental information from vegetation mapping, biological surveys, and resource studies will be included in the concept development. Using the information gathered in the preceding tasks and Task 2, develop a concept plan for the new reservoir location and inlet/outlet pipeline alignment and will include defining City standards, City and regulatory agency requirements for design and design calculations required for the project. The TM/BODR shall address, but is not limited to, the following:

- City Department Input,
- Geotechnical Conditions,
- Soil Corrosivity and Corrosion Risk Analysis,
- Major Project Elements,
- Storm Water Quality & Drainage,
- Construction Schedule and Sequencing, and
- Construction Cost Estimate.

Design Professional shall compile the results of these evaluations in a draft technical memorandum and submit to the City for review (PDF). Design Professional shall prepare for and meet up to twice with the City to discuss the recommendations and reach consensus on the TM/BODR. Following receipt of one round of City comments, Design Professional shall submit a final TM/BODR (PDF).

**5.4.2 Design Plans, Specification & Estimate Submittal and Review**

Based on the City-approved TM/BODR, Design Professional shall prepare a bid

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ready set of contract documents, including plans, technical specifications, and cost estimate. The design shall be submitted with completed City design plan checklists (D-419 Survey Deliverables, D-410 QA/QC Design Review Checklist for Sewer, Water & Storm Drain Projects, Storm Water Division Checklist, and DS-560 Stormwater Requirements Applicability Checklist.) to the City for review and comment at these intervals: 30%, 60%, 100% and Final. The checklists are included in Attachment 1 to this Scope of Work. The Design Professional's project manager, a registered Civil Engineer in the state of California and the engineer of record for the project, will sign and seal each original final mylar sheet of the plan set, and sign and stamp the title page of the specifications. Where different disciplines are represented in the drawing set, these drawings will be signed and sealed by an engineer registered in the State of California in the discipline appropriate to the drawing. Structural design details will be provided with the 100% and Final submittals. The PS&E deliverables will be comprised of the following:

- Plans: Plans will be prepared on "D" size 24"x36" sheets at appropriate scales to show the work clearly. Plans will be prepared in AutoCAD using the latest City seed files. All .dwg files will be delivered in AutoCAD 2013 format. Design geometry shall be compatible with InRoads and submitted as a .xml file. Design files will be submitted in AutoCAD .dwg format for progress submittals and converted to Microstation.dgn for final submittal to PUD. The project plan set is expected to include the following categories of sheets:
  - Title sheet,
  - Vicinity and location map,
  - 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 benchmark; general notes and abbreviations,
  - Key Maps,
  - Work Area Limits,
  - Existing Conditions, including, but not limited to base map, property lines, roads, utility lines and appurtenances (above and underground), drainage

facilities,

- Plans and Details, General site layout and piping for new reservoir,
- Plan sheets for 24-inch pipeline,
- Demolition and pipe abandonment plans,
- Site access, and spoil, mobilization, and storage areas,
- Inlet/Outlet Piping,
- Control vault,
- Structural details,
- Access road, grading, paving, and landscaping design,
- Site grading plans,
- Electrical Plans - Electrical, instrumentation and controls,
- SCADA/Instrumentation plans,
- Cathodic protection,
- Fire protection design,
- Site security design,
- ADA Curb ramp design,
- Landscape plans,
- WPCP/BMP (final stabilization),
- Work by City Forces (cut and plug, highlining),
- Batch discharge plan, and
- Survey monuments.

A preliminary List of Drawings is included in Table 1.

**Table 1: Anticipated List of Design Drawings**

Sheet	Drawing	Title
1	G-1	Title Sheet, Vicinity Map, Location Map
2	G-2	Drawing Index and Abbreviations
3	G-3	Piping Material Schedule and Symbols

**Table 1: Anticipated List of Design Drawings**

Sheet	Drawing	Title
4	G-4	Notes
5	G-5	Standard Details - 1
6	G-6	Standard Details - 2
7	D-1	Existing Site and Demolition Plan
8	D-2	Demolition Sections & Details
9	C-1	Transmission Main Plan & Profile
10	C-2	Transmission Main Plan & Profile
11	C-3	Site Plan
12	C-4	Temporary Grading Subgrade Preparation Plan
13	C-5	Temporary Grading and Subgrade Preparation Sections
14	C-6	Overall Grading Plan
15	C-7	Area Grading and Drainage Plan – 1
16	C-8	Area Grading and Drainage Plan - 2
17	C-9	Storm Drain Profiles - 1
18	C-10	Storm Drain Profiles - 2
19	C-11	Grading and Drainage Horizontal Control Plan
20	C-12	Access Road Improvements Plan & Details
21	C-13	Site Grading Sections
22	C-14	Temporary Erosion Control/Soil Stabilization Plan
23	C-15	ADA Curb Ramp Improvements
24	C-16	Pavement Restoration Plan
25	C-17	City Forces Work Plan
26	C-18	Civil Details - 1
27	C-19	Civil Details - 2
28	C-20	Civil Details - 3
29	C-21	Civil Details - 4
30	S-1	Structural General Notes
31	S-2	Structural General Notes
32	S-3	Special Inspections
33	S-4	Structural Typical Details
34	S-5	Structural Typical Details
35	S-6	Structural Typical Details
36	S-7	Reservoir Foundation and Roof Plans

**Table 1: Anticipated List of Design Drawings**

Sheet	Drawing	Title
37	S-8	Reservoir Sections
38	S-9	Reservoir Roof Reinforcement Plans
39	S-10	Reservoir Roof Reinforcement Sections and Details
40	S-11	Reservoir Wall Section and Elevations
41	S-12	Reservoir Structural Details - 1
42	S-13	Reservoir Structural Details - 2
43	S-14	Reservoir Structural Details - 3
44	S-15	Reservoir Structural Details - 4
45	S-16	Reservoir Structural Details - 5
46	S-17	Reservoir Structural Details - 6
47	S-18	Outlet Sump and Overflow Weir Plans and Sections
48	S-19	Reservoir Access Stair Plans, Sections and Details
49	S-20	Inlet/Outlet Vault Plans and Sections
50	S-21	Drain Vault Plans and Sections
51	S-22	Structural Details - 1
52	S-23	Structural Details - 2
53	M-1	Overall Site Piping Plan
54	M-2	Area Piping Plan - 1
55	M-3	Area Piping Plan - 2
56	M-4	Piping Sections - 1
57	M-5	Piping Sections - 2
58	M-6	Piping Sections - 3
59	M-7	Valve Vault Plan
60	M-8	Valve Vault Sections
61	M-9	Overflow and Drain Vault Plan and Section
62	M-10	Mechanical Details - 1
63	M-11	Mechanical Details - 2
64	M-12	Mechanical Details - 3
65	M-13	Mechanical Details - 4
66	E-1	Symbols/Notes
67	E-2	Utility As-built Plan
68	E-3	Site Plan
69	E-4	Vault Plans

**Table 1: Anticipated List of Design Drawings**

Sheet	Drawing	Title
70	E-5	Roof Plan
71	E-6	Single Line Diagram
72	E-7	Schedules
73	E-8	SCADA/RTU
74	E-9	Security Plan
75	E-10	Electrical Details
76	E-11	Title-24
77	E-12	Photometrics
78	I-1	Instrumentation Symbols/Notes
79	I-2	I&C Diagram - 1
80	I-3	I&C Diagram - 2
81	IR-1	Irrigation Plan
82	IR-2	Irrigation Legend & Details
83	IR-3	Irrigation Details
84	PL-1	Planting Plan
85	PL-2	Planting Legend & Notes
86	CP-1	Cathodic Protection Details – 1
87	CP-2	Cathodic Protection Details - 2

Deliverables:

- 30% Submittal: 3 full size plan sets and digital files
- 60% Submittal: 8 full size plan sets and digital files
- 100% Submittal: 8 full size plan sets and digital files
- Final Submittal: 1 set signed mylars and digital files
- Specifications:

Design Professional shall prepare specifications using CSI format and City Standard Specifications, where applicable. Design Professional shall submit the specifications to the City for review and comment at these intervals: 60% (not all sections), 100% and Final. Design Professional shall submit PDF/word files with each submittal. The project will utilize the City's front-end bidding and contract documents. Design Professional shall submit



specifications in digital (.pdf and .doc) format.

- Schedule:

Design Professional shall provide with the 100% and Final submittals an estimated construction schedule showing major project elements conforming to the CEQA Environmental Document requirements.

- Opinion of Construction Cost Estimate:

Design Professional shall prepare construction cost estimate based on general unit cost factors and in conformance with City Design Guidelines for the 60% submittal and 100% submittal. Design Professional shall submit PDF and Excel spreadsheet file with each submittal.

- Calculations:

In conjunction with the Final PS&E, Design Professional shall submit PDF copies of project calculations, signed and stamped by the Design Professional project manager and the respective registered engineers responsible for the work.

Design Professional shall send each agency that was contacted for utility information a set of plans at the 60% design stage along with a form titled "Utility Conflict Check for Proposed Improvements" for conflict checking. Design Professional shall incorporate comments received from the agencies as necessary.

Prior to each PS&E submittal, the documents shall be reviewed by a Design Professional senior level engineer not otherwise involved in the project. The reviewer shall document his comments in a Review and Comment Form. The comments shall be addressed by the Design Team and appropriate comments incorporated into the plans and specifications.

- Drainage Report

Design Professional shall prepare a drainage report for the project site to analyze the project's impacts to the onsite and offsite drainage system. It is assumed since the tank size will decrease, the overall project will not increase impervious area and will not be required to provide detention for storm water

flows. Design Professional shall design the storm drain and drainage ditch systems to meet the requirements of the City's Drainage Design Manual (dated January 2017). The project will drainage area will be less than 0.5 square miles and therefore will use the Rational Method to determine flow rates for area where the flow rates have not been determined and for onsite improvements. Design Professional shall analyze the overall site for the 100-year frequency storm event and shall design the underground storm drain system at minimum for the 50-year frequency storm event.

- PDP SWQMP

Design Professional shall prepare a Stormwater Quality Management Plan (SWQMP) for the Project to comply with the City's Storm Water Standards Manual dated October 1, 2018. The project will be a Priority Development Project (PDP) since the project is anticipated to remove and/or replace over 5,000 square feet of impervious area. Based on the location, it is assumed that biofiltration BMPs will be utilized on the project site and that infiltration will be minimal or not recommended by the geotechnical engineer. Design Professional shall calculate the size of the BMPs to meet the PDP treatment requirements within the project footprint. Source control and site design stormwater requirements will be incorporated as well.

- Hydromodification Plan Analysis

The storm drain system that the project discharges into in Tommy Street is not listed as an exempt system from hydromodification requirements. However, after closer review, the storm drain appears to discharge into a concrete lined channel that traverses the San Carlos golf course before discharging into Lake Murray, a hydromodification exempt waterbody which may make the system exempt from hydromodification requirements. Design Professional shall perform a more detailed analysis to verify if the storm drain system can be considered exempt and shall document the result. It is assumed that up to 2 meetings with City Stormwater Department staff will be needed for the verification of the exemption.

This task does not include the preparation of a hydromodification analysis to meet the hydromodification requirements detailed in the City's Storm Water Standards Manual dated October 1, 2018.

**5.4.3 Design Review Meetings**

With the exception of the Final submittal, the Design Professional and the City will meet after each design submittal. Key members of the Design Professional Design Team will attend the meetings. Design Professional shall prepare and submit meeting notes. Design Professional shall conduct internal quality control review of all deliverables to ensure the requirements of the agreed upon scope of services have been met. The budget for this task is included under Task 5.2.2.

**5.4.4 Permitting**

- Design Professional shall prepare certain documents required for submittal of a Site Development Permit (SDP) application to Development Services Department (DSD) in accordance with San Diego Municipal Code. ECP's Environmental & Permitting Support section (EPS) will submit the application. Design Professional shall prepare a Letter of Request (on City letterhead) summarizing the proposed project activities and listing all attachments, which are anticipated to include the following documents to be prepared by Design Professional:
  - Project Memo (BODR prepared by Design Professional under Task 5.4.1)
  - Stormwater Applicability Checklist (DS-560) (prepared under SWQMP task)
  - Climate Action Plan Checklist
  - Location Map
  - Photographic Survey
  - Public Notice Package
  - Biological Resources Survey Report (prepared by Design Professional under Task 5.5.1.4)
  - Cultural Resources Technical Report if required (prepared by Design Professional under Task 5.5.2.1)
  - Historical Resources Technical Report if required (prepared by Design Professional under Task 5.5.2.2)

- Geotechnical Report (prepared by Design Professional under Task 5.3.3)
- Revegetation and/or Mitigation Plan (prepared by Design Professional under Task 5.5.3)
- Drainage Study (prepared by Design Professional under Task 5.4.2)
- Primary Development Project Storm Water Quality Management Plan (PDP SWQMP) (prepared by Design Professional under Task 5.4.2)
- Design Plans (prepared by Design Professional under Task 5.4.2)

City staff will finalize the Letter of Request, applicable forms and generate the SDP application submittal via the City's Accella system. Design Professional shall support the SDP application process by responding to technical questions and comments.

- Plans will be permitted by the City of San Diego for construction; provide plans, technical specifications, and other supporting documents as required for the completion and processing of all permits by the City.
- Design Professional shall provide supporting documentation for Parks and Open Space Right of Entry permit to be completed and processed by the City, if needed. If any other permits are required, they will be submitted by the City with supporting documentation provided by Design Professional.

Upon complete submission and approval of design development deliverables, Design Professional will support City staff during the bid and award phase. Coordination with Division of Drinking Water (DDW) for an amendment to the water supply permit for the new San Carlos Reservoir will be performed by City staff.

## **5.5 ENVIRONMENTAL, BIOLOGICAL, AND CULTURAL STUDIES FOR CEQA**

The City will determine the required land use permit and CEQA process requirements. Design Professional shall coordinate with City Project Manager in satisfying project permit requirements, include aiding in responding to issues from City Development Services Department for project environmental assessment. The following tasks are being performed in support of an IS/MND CEQA document prepared separately by City staff for the project.

### **5.5.1 Biological Resources Studies**

**5.5.1.1 Vegetation Mapping and General Biological Studies**

To support the development of a project concept plan, Design Professional shall develop a vegetation map showing habitat types within the project area; conduct general surveys for plant and wildlife species; and assess the potential of the project area to support City of San Diego (City) Narrow Endemic Species. The survey shall encompass the Project work sites and surrounding area.

Prior to the site visit, Design Professional shall conduct a review of the latest California Natural Diversity Database (CNDDDB), California Native Plant Society (CNPS), U.S. Fish and Wildlife Service (USFWS) occurrence data and critical habitat, the San Diego Natural History Museum's Plant Atlas, Mammal Atlas and Bird Atlas, National Wetlands Inventory, the National Hydrologic Database, and the San Diego Area Soil Survey databases to identify potentially occurring special-status plant and wildlife species on or near the project site. The general biological reconnaissance survey shall be performed on the project site (including alternative alignments) plus a minimum 100-foot project buffer. Design Professional shall create a detailed vegetation map showing habitat types within the survey area in the field, and assessment of suitable habitat for federally or state-listed threatened or endangered, City of San Diego narrow endemic, or other special-status species identified by existing records and general local knowledge shall be conducted. Vegetation mapping shall follow classifications in the City Guidelines for Conducting Biological Surveys. Design Professional shall note all plant and wildlife species encountered during the survey and representative photographs of the survey area shall be obtained for the record. Design Professional shall document the location of sensitive species, if observed. Design Professional will prepare GIS shapefiles of the data collected in the field, including vegetation mapping and locations of sensitive species.

Design Professional shall conduct an informal assessment of any on-site aquatic resources (i.e., waters of the US or State under the jurisdiction of the US Army Corps of Engineers, California Department of Fish and Wildlife, and/or Regional Water Quality Control Board during the

reconnaissance survey. This would include the collection of ordinary high-water mark forms if any stream or other conveyances are observed. If potential wetland features are found to occur, a formal jurisdictional delineation of on-site aquatic resources may be required and is not included in the scope for this task but can be provided under separate authorization.

### **5.5.1.2 Focused Rare and Narrow Endemic Plant Species Surveys**

As a preliminary step, Design Professional has reviewed the physical characteristics of the project (including biogeography, elevation, soils, etc.), as well as records from the current California Natural Diversity Database (CNDDDB) and the California Native Plant Society (CNPS) (2022) Inventory of Rare and Endangered Plants of California to compile a list of species with potential to occur on site, referred to as “target species.” This list includes special-status plants (federally- or state-listed species, City of San Diego Multiple Species Conservation Plan Narrow Endemic species, and California Rare Plant Rank [CRPR] 1 or 2 species) with potential to occur that have been recorded within the La Mesa U.S. Geological Survey quadrangle.

Based on the results of the target species query, Design Professional shall perform focused surveys for special-status plant species in the spring (May) and summer (July) for a total of two survey passes. If notice to proceed is not received in time for one or both surveys to occur in 2022, surveys shall be conducted in 2023. The target species were grouped based on their blooming period to determine which groups of plants could be observed at the same time. Botanical survey schedules vary depending on individual species, as well as weather patterns the prior year and shall be finalized based upon Design Professional’s experience observing similar plants in the region.

Field survey methods shall conform to CNPS Botanical Survey Guidelines (CNPS 2001); Protocols for Surveying and Evaluating Impacts to Special Status Native Plant Populations and Sensitive Natural Communities (CDFW 2018); and U.S. Fish and Wildlife Service’s General Rare Plant Survey Guidelines (Cypher 2002). Design



Professional shall identify all plant species encountered during the field surveys to subspecies or variety, if applicable, to determine sensitivity status. If target species are encountered, field personnel shall record data points demarcating the edge of the polygon and assess population numbers using a mobile data application. The species' name, the number or range of individuals, and the botanist collecting the data shall be recorded, in addition to more detailed information regarding phenology and microhabitat.

Design Professional shall include the methods and results of the surveys in the Biological Resource Survey Report (Task 5.5.1.4), including figures which show the location of any special-status plants mapped during surveys. All plant species encountered shall also be included in an appendix to the report.

### **5.5.1.3 Coastal California Gnatcatcher Protocol Survey**

The project is located within the City of San Diego Multiple Species Conservation Plan (MSCP), Multi Habitat Planning Area (MHPA). Protocol surveys to determine presence/absence are required for projects that are within the MHPA and require the removal of suitable habitat (i.e., coastal sage scrub) for coastal California gnatcatcher (*Polioptila californica californica*), regardless of whether avoidance measures (such as clearing of habitat outside of the breeding season) are included as part of the project. If the project can be designed such that no removal of suitable habitat for California gnatcatcher is required, Design Professional shall confirm with City MSCP staff to determine if these surveys are still required to accurately assess potential indirect impacts.

Design Professional shall conduct focused surveys for the California gnatcatcher in suitable habitat occurring within the project area and in suitable areas within 500 feet of the project site in accordance with the currently accepted United States Fish & Wildlife Service (USFWS) protocol (1997). Because the project is located within a Natural Community Conservation Planning (NCCP) enrolled area, the focused survey shall consist of three (3) visits conducted between February 15 and August 31 (at minimum 7-day intervals). Per permit requirements,

a survey notification letter must be sent to USFWS at least 15 days prior to conducting the first survey.

As required by the USFWS, Design Professional shall submit the results of the survey as a letter report to the USFWS within 45 days of the last survey visit. Design Professional shall also submit a copy of the letter report to the City. The letter report shall include survey methodology, a brief discussion of the vegetation communities, and results of the gnatcatcher survey.

#### **5.5.1.4 Biological Resources Survey Report**

Design Professional shall prepare a Biological Resources Technical Report consistent with the City's current Guidelines for Conducting Biology Surveys. The report shall present the results of the biological surveys; shall quantify and discuss the Project's anticipated biological impacts, based on approximately the 30% design; and shall discuss potential mitigation for Project impacts. Design Professional shall deliver the report in Word and PDF; all associated Geographic Information System (GIS) data shall be provided in accordance with City standards. The budget for this task provides for one round of limited revisions in response to focused comments from Development Services Department. Services needed to address jurisdictional aquatic resource issues are not included but can be provided under separate authorization.

#### **5.5.2 Cultural Resources Studies**

Because the project site is not in a known archaeologically sensitive area, cultural resources studies are not anticipated to be required. Archaeological and built environmental studies can be provided under separate authorization.

#### **5.5.3 Revegetation Plan**

Design Professional shall prepare a revegetation/restoration plan (i.e., written document) to describe the revegetation and mitigation requirements for the project, consistent with the City's current Guidelines. The plan shall cover the area disturbed by the reservoir demolition and construction and laydown associated with the new reservoir and appurtenant facilities., and shall include information relative to existing site conditions; mitigation requirements, roles and

responsibilities; mitigation implementation, including site preparation, irrigation, and planting requirements; maintenance program; and biological monitoring program. The Revegetation Plan shall include the preliminary restoration planting drawings. Plan shall be delivered to the City in PDF. Design Professional shall provide a revised plan following one round of limited revisions in response to focused comments from Development Services Department.

**5.5.4 Meetings, Coordination, and CEQA Documentation Support**

Services in support of the City's preparation of the project CEQA document are not included but can be provided under separate authorization.

**5.6 CEQABID AND AWARD SUPPORT**

**5.6.1 Meetings**

Per City's request, Design Professional shall attend project related meetings including but not limited to, Pre-Bid Conference, and site visits required meetings on-site and off-site. Up to two (2) meetings are included.

**5.6.2 Request for Information (RFI) and Clarification Responses**

Design Professional shall prepare responses to any RFIs or clarification as requested by City staff.

**5.7 CONSTRUCTION & POST CONSTRUCTION SERVICES**

After the construction contract is awarded and executed, Design Professional shall 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, structural observations, attendance at progress meeting and responses to as-needed construction services and as-needed site meetings. The quantities of these items are assumed below based on projects of similar size and scope, but may vary depending on site conditions, the quality/experience of the construction contractor, or the City's CM representative.

**5.7.1 Meetings**

Design Professional attend pre-pre-construction, pre-construction, and monthly

progress meetings as requested by City staff. Meeting agendas and meeting minutes are assumed to be provided by the City Construction Manager. Up to ten (10) meetings are included.

**5.7.2 Construction Support**

**5.7.2.1 Permitting**

Design Professional shall be available to support the City and Contractor with routine building permit issuance needs.

**5.7.2.2 Submittal Review**

- Design Professional shall review Contractor submittals in a timely fashion with respect to Submittal Master and Tracking List, and
- Design Professional shall provide responses within 10 working days.
- Design Professional's review of up to forty (40) submittals with twenty (20) resubmittals are included.

**5.7.2.3 Change Orders**

This task includes Design Professional's review of Contractor Change Orders due to unforeseen conditions that may have arisen during the course of the review and evaluate submission to scope intent.

- Design Professional shall provide revision sketches, direction and/or specifications as required and sufficient for Contractor to adequately price the work through the Construction Manager RFP.
- Design Professional's assistance for up to four (4) change orders are included.

**5.7.2.4 Request for Information/Clarification (RFI/RFC)**

- Design Professional shall provide responses to all RFIs and RFCs related to interpretation of contract documents, unforeseen conditions, value engineering proposals, and changes in scope.
- Design Professional shall return all RFIs to the Construction Manager within 5 working days.
- Design Professional's review of up to twenty (20) RFIs is included.

**5.7.2.5 Structural Observations**

- Design Professional perform structural observations at the project site per the requirements of the California Building Code to verify construction proceeds in general conformance with the Contract Documents.
- Design Professional shall prepare written structural observation reports shall be prepared and submitted those reports to the Contractor for review and response after each structural observation.
- Up to four (4) structural observation site visits are included.

**5.7.3 Final Walkthrough and As-Builts**

- Design Professional shall conduct final walkthrough with City staff.
- Design Professional shall record final as-built conditions to CADD files.

**5.8 COMMUNITY OUTREACH SUPPORT**

Design Professional shall provide a Public Information Officer (PIO) to coordinate public involvement and information strategies for this project during design and construction.

**5.8.1 Outreach Coordination**

Design Professional shall prepare for and attend up to four (4) meetings with City staff and PIO to coordinate the outreach effort, including an outreach kick-off meeting to transfer information to Design Professional and develop a common understanding of outreach needs and goals.

**5.8.2 Public Presentations, Community and Stakeholder Meetings**

Design Professional shall attend and facilitate up to a total of 3 large-group or open community meetings during project design and construction, plus up to 4 additional one-on-one or small group meetings with key stakeholders. For each large-group meeting, Design Professional shall provide one (1) draft and one (1) final meeting announcement mailer, one (1) draft and (1) one final meeting PowerPoint, up to three (3) informational displays based on existing graphics, and sign-in sheets. Noticing list will be developed by City staff. Mailings, noticing, meeting location and associated logistics will be the responsibility of City staff.

# **ATTACHMENT 1**

## **Checklists**



# Engineering and Capital Projects

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

Project Name: \_\_\_\_\_

WBS#: \_\_\_\_\_ CIP#: \_\_\_\_\_ D-Sheet: \_\_\_\_\_

Project Engineer: \_\_\_\_\_ Date: \_\_\_\_\_

Resident Engineer: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

TITLE BLOCK				
YES	NO	N/A	ITEMS	COMMENTS
			14. Final Plans are signed by a DCE.	

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

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

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

**Notes:**

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

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

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

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

## 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> _____ (PM'S SIGNATURE)	
<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), (M)], (F,M)] 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**

<b>YES</b>	<b>NO</b>	<b>N/A</b>	<b>ITEMS</b>	<b>COMMENTS</b>
			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	

# Storm Water Division

**100% Design Plan Check  
(60% Design items have \*)**

**Project Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Project Manager:** \_\_\_\_\_

## CHECKLIST FOR MINIMUM PROJECT REQUIREMENTS

Instructions: Checklist (Yes, No, N/A) is to be completed by the Design team and submitted to Storm Water with the plans. Only items that have received exemptions should be marked "No". Attach email from a Storm Water engineer to show proof of exemption. The SW column is for Storm Water's use.

### TITLE SHEET:

Yes	No	SW	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Storm Water Construction Site Priority filled in
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Storm Water Protection notes filled in
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Show all reference drawings

### OVERALL:

Yes	No	SW	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	At least one N/E coordinate
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Legends show all items of work and are consistent with symbols on plans
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Standard abbreviations and symbols are used
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	There are sufficient details for items not covered by standard plans

### STORM DRAINS AND UNDERDRAINS:

Yes	No	N/A	SW	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	*Stationing is continuous from start to finish and runs upstream
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	*Profile and plan data consistent
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	*Pipe details (diam, bearing/delta, length, slope, D-load, $Q_{\text{pipe}}$ , $Q_{50}$ )
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	*Cleanout and catch basin details (rim elev, IE, type, station)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	*Inlet details (rim elev, IE, type, length of opening, station)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Curve detail table (radius, bevel length, zero/one/two bevels)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	*Pipes are not flowing under pressure
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	*Pipe lengths stated in profiles match stationing
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	*Inlets capture 100% of the design storm size (no ponding @ inlet)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	*Curved pipes comply with DDM

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	*Angle points comply with DDM
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	*Angles of confluence comply with DDM
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	*Proper main separation (horizontal and vertical)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Easements dimensions are provided
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	*Cut-off walls for slopes over 33%
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Existing grade and proposed grades shown
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	*Water tight joints for pipes under pressure or on slopes >5:1
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	*Pipes have proper cover
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	*No storm drain connections downstream of low flow diversions
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	*Energy dissipaters at outfalls w/ details per Standard Drawing
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	*Outfall proposed at a well defined low point
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	*Velocity noted at outfalls
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Curb ramp information is provided (location, type)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Resurfacing is noted as overlay or slurry seal and limits are shown
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Storm drain retirement information
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Easement and ROW vacations are noted

**GREEN INFRASTRUCTURE:**

Yes	No	N/A	SW	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Cross sections of GI are shown
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Flow /volume table
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Maintenance access is shown
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	*Function of the GI is obvious
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Standard soil spec is used
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	*Runoff enters the GI at or higher than the high water line
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	*Overflow method identified
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	*Minimum underdrain diameter is 8"
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	*Access points for underdrain use SD c/o or sewer lateral c/o
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	*Underdrains meet DDM (slope, max length, angle, angle of conf)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Plants do not require irrigation once established
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	*Geotech reports for infiltration GI show perc rate > 0.5 in/hr
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	*Ponding depth <12" where allowed at all
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	*Ponded water to drain in <24 hrs
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	*BMP to drain below media depth in <72 hrs
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	*Minimum width of 2 ft (porous pavement excluded)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	*Pervious pavement can be reached by a street sweeper
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	*Overflow conveys 50yr or 100 yr storm, whichever is required
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	*Soil media depth > 2ft
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	*GI is not bigger than it needs to be
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	*No pretreatment devices (inserts, HSU) unless necessary
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	*No treatment trains unless necessary
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	*Overflow is at same elevation as design storm
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	*ADA rules are followed
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	*GI is located where runoff can reach it

FORM  
**DS-560**  
September 2021

# Stormwater Requirements Applicability Checklist

**Project Address:**

**Project Number:**

## SECTION 1: Construction Stormwater Best Management Practices (BMP) Requirements

All construction sites are required to implement construction BMPs per the performance standards in the [Stormwater Standards Manual](#). Some sites are also required to obtain coverage under the State Construction General Permit (CGP)<sup>1</sup>, administered by the [California State Water Resources Control Board](#).

**For all projects, complete Part A - If the project is required to submit a Stormwater Pollution Prevention Plan (SWPPP) or Water Pollution Control Plan (WPCP), continue to Part B.**

### PART A – Determine Construction Phase Stormwater Requirements

1. Is the project subject to California’s statewide General National Pollutant Discharge Elimination System (NPDES) permit for Stormwater Discharges Associated with Construction Activities, also known as the State Construction General Permit (CGP)? (Typically projects with land disturbance greater than or equal to 1 acre.)
 

Yes, SWPPP is required; skip questions 2-4.
 No; proceed to the next question.
  
2. Does the project propose construction or demolition activity, including but not limited to, clearing, grading, grubbing, excavation, or any other activity resulting in ground disturbance and/or contact with stormwater?
 

Yes, WPCP is required; skip questions 3-4.
 No; proceed to the next question.
  
3. Does the project propose routine maintenance to maintain the original line and grade, hydraulic capacity, or original purpose of the facility? (Projects such as pipeline/utility replacement)
 

Yes, WPCP is required; skip question 4.
 No; proceed to the next question.
  
4. Does the project only include the following Permit types listed below?
  - Electrical Permit, Fire Alarm Permit, Fire Sprinkler Permit, Plumbing Permit, Sign Permit, Mechanical Permit, Spa Permit.
  - Individual Right of Way Permits that exclusively include only ONE of the following activities: water service, sewer lateral, or utility service.
  - Right of Way Permits with a project footprint less than 150 linear feet that exclusively include only ONE of the following activities: curb ramp, sidewalk and driveway apron replacement, potholing, curb and gutter replacement, and retaining wall encroachments.

Yes, no document is required.

**Check one of the boxes below and continue to Part B**

- If you checked “Yes” for question 1**, an SWPPP is REQUIRED – **continue to Part B**
- If you checked “No” for question 1 and checked “Yes” for question 2 or 3**, a WPCP is REQUIRED. If the project proposes less than 5,000 square feet of ground disturbance AND has less than a 5-foot elevation change over the entire project area, a Minor WPCP may be required instead. **Continue to Part B**
- If you check “No” for all questions 1-3 and checked “Yes” for question 4**, Part B does not apply, and no document is required. **Continue to Section 2.**

<sup>1</sup> More information on the City’s construction BMP requirements as well as CGP requirements can be found at <http://www.sandiego.gov/stormwater/regulations/index.shtml>

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**PART B – Determine Construction Site Priority**

This prioritization must be completed within this form, noted on the plans, and included in the SWPPP or WPCP. The city reserves the right to adjust the priority of projects both before and after construction. Construction projects are assigned an inspection frequency based on if the project has a “high threat to water quality.” The City has aligned the local definition of “high threat to water quality” to the risk determination approach of the State Construction General Permit (CGP). The CGP determines risk level based on project specific sediment risk and receiving water risk. Additional inspection is required for projects within the Areas of Special Biological Significance (ASBS) watershed. **NOTE:** The construction priority does **NOT** change construction BMP requirements that apply to projects; rather, it determines the frequency of inspections that will be conducted by city staff.

**Complete Part B and continue to Section 2**

**1. ASBS**

A. Projects located in the ASBS watershed.

**2. High Priority**

- A. Projects that qualify as Risk Level 2 or Risk Level 3 per the Construction General Permit (CGP) and are not located in the ASBS watershed.
- B. Projects that qualify as LUP Type 2 or LUP Type 3 per the CGP and are not located in the ASBS watershed.

**3. Medium Priority**

- A. Projects that are not located in an ASBS watershed or designated as a High priority site.
- B. Projects that qualify as Risk Level 1 or LUP Type 1 per the CGP and are not located in an ASBS watershed.
- C. WPCP projects (>5,000 square feet of ground disturbance) located within the Los Peñasquitos watershed management area.

**4. Low Priority**

A. Projects not subject to a Medium or High site priority designation and are not located in an ASBS watershed.

**Section 2: Construction Stormwater BMP Requirements**

Additional information for determining the requirements is found in the [Stormwater Standards Manual](#).

**PART C – Determine if Not Subject to Permanent Stormwater Requirements**

Projects that are considered maintenance or otherwise not categorized as “new development projects” or “redevelopment projects” according to the [Stormwater Standards Manual](#) are not subject to Permanent Stormwater BMPs.

- **If “yes” is checked for any number in Part C:** Proceed to Part F and check “Not Subject to Permanent Stormwater BMP Requirements.”
- **If “no” is checked for all the numbers in Part C:** Continue to Part D.

1. Does the project only include interior remodels and/or is the project entirely within an existing enclosed structure and does not have the potential to contact stormwater?  
 Yes    No
2. Does the project only include the construction of overhead or underground utilities without creating new impervious surfaces?  
 Yes    No
3. Does the project fall under routine maintenance? Examples include but are not limited to roof or exterior structure surface replacement, resurfacing or reconfiguring surface parking lots or existing roadways without expanding the impervious footprint, and routine replacement of damaged pavement (grinding, overlay and pothole repair).  
 Yes    No

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**PART D – PDP Exempt Requirements**

PDP Exempt projects are required to implement site design and source control BMPs.

- If “yes” is checked for any questions in Part D, continue to Part F and check the box labeled “PDP Exempt.”
- If “no” is checked for all questions in Part D, continue to Part E.

- Does the project ONLY include new or retrofit sidewalks, bicycle lanes, or trails that:
  - Are designed and constructed to direct stormwater runoff to adjacent vegetated areas, or other non-erodible permeable areas? Or;
  - Are designed and constructed to be hydraulically disconnected from paved streets and roads? Or;
  - Are designed and constructed with permeable pavements or surfaces in accordance with the Green Streets guidance in the City’s Stormwater Standards manual?

Yes, PDP exempt requirements apply       No, proceed to next question
- Does the project ONLY include retrofitting or redeveloping existing paved alleys, streets or roads designed and constructed in accordance with the Green Streets guidance in the [City’s Stormwater Standards Manual](#)?
 

Yes, PDP exempt requirements apply       No, proceed to next question

**PART E – Determine if Project is a Priority Development Project (PDP)**

Projects that match one of the definitions below are subject to additional requirements, including preparation of a Stormwater Quality Management Plan (SWQMP).

- If “yes” is checked for any number in Part E, continue to Part F and check the box labeled “Priority Development Project.”
- If “no” is checked for every number in Part E, continue to Part F and check the box labeled “Standard Development Project.”

- New development that creates 10,000 square feet or more of impervious surfaces collectively over the project site.** This includes commercial, industrial, residential, mixed-use, and public development projects on public or private land.  Yes    No
- Redevelopment project that creates and/or replaces 5,000 square feet or more of impervious surfaces on an existing site of 10,000 square feet or more of impervious surfaces.** This includes commercial, industrial, residential, mixed-use, and public development projects on public or private land.  Yes    No
- New development or redevelopment of a restaurant.** Facilities that sell prepared foods and beverages for consumption, including stationary lunch counters and refreshment stands selling prepared foods and drinks for immediate consumption (Standard Industrial Classification [\(SIC\) 5812](#)), and where the land development creates and/or replaces 5,000 square feet or more of impervious surface.  Yes    No
- New development or redevelopment on a hillside.** The project creates and/or replaces 5,000 square feet or more of impervious surface (collectively over the project site) and where the development will grade on any natural slope that is twenty-five percent or greater.  Yes    No
- New development or redevelopment of a parking lot that creates and/or replaces 5,000 square feet or more of impervious surface (collectively over the project site).**  Yes    No
- New development or redevelopment of streets, roads, highways, freeways, and driveways.** The project creates and/or replaces 5,000 square feet or more of impervious surface (collectively over the project site).  Yes    No

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- 7. **New development or redevelopment discharging directly to an environmentally sensitive area.** The project creates and/or replaces 2,500 square feet of impervious surface (collectively over the project site), and discharges directly to an Environmentally Sensitive Area (ESA). "Discharging directly to" includes flow that is conveyed overland a distance of 200 feet or less from the project to the ESA, or conveyed in a pipe or open channel any distance as an isolated flow from the project to the ESA (i.e. not commingled with flows from adjacent lands).  Yes  No
  
- 8. **New development or redevelopment projects of retail gasoline outlet (RGO) that create and/or replaces 5,000 square feet of impervious surface.** The development project meets the following criteria: (a) 5,000 square feet or more or (b) has a projected Average Daily Traffic (ADT) of 100 or more vehicles per day.  Yes  No
  
- 9. **New development or redevelopment projects of an automotive repair shop that creates and/or replaces 5,000 square feet or more of impervious surfaces.** Development projects categorized in any one of Standard Industrial Classification (SIC) codes [5013](#), [5014](#), [5541](#), [7532-7534](#) or [7536-7539](#).  Yes  No
  
- 10. **Other Pollutant Generating Project.** These projects are not covered in any of the categories above but involve the disturbance of one or more acres of land and are expected to generate post-construction phase pollutants, including fertilizers and pesticides. This category does not include projects creating less than 5,000 square feet of impervious area and projects containing landscaping without a requirement for the regular use of fertilizers and pesticides (such as a slope stabilization project using native plants). Impervious area calculations need not include linear pathways for infrequent vehicle use, such as emergency maintenance access or bicycle and pedestrian paths if the linear pathways are built with pervious surfaces or if runoff from the pathway sheet flows to adjacent pervious areas.  Yes  No

**PART F** – Select the appropriate category based on the outcomes of Part C through Part E

- 1. The project is **NOT SUBJECT TO PERMANENT STORMWATER REQUIREMENTS**  Yes  No
  
- 2. The project is a **STANDARD DEVELOPMENT PROJECT**. Site design and source control BMP requirements apply. See the [Stormwater Standards Manual](#) for guidance.  Yes  No
  
- 3. The Project is **PDP EXEMPT**. Site design and source control BMP requirements apply. Refer to the [Stormwater Standards Manual](#) for guidance.  Yes  No
  
- 4. The project is a **PRIORITY DEVELOPMENT PROJECT**. Site design, source control and structural pollutant control BMP requirements apply. Refer to the [Stormwater Standards Manual](#) for guidance on determining if the project requires hydromodification plan management.  Yes  No

**Name of Owner or Agent**

**Title**

**Signature**

**Date**

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**END OF SCOPE OF SERVICES**

# **COMPENSATION AND FEE SCHEDULE**



## Dudek Hourly Rate Schedule

Title	Proposed Hourly Rate
<i>Engineering Services</i>	
Project Director	290.00
Principal Engineer III	285.00
Principal Engineer II	275.00
Principal Engineer I	265.00
Senior Project Manager	255.00
Project Manager	245.00
Senior Engineer III	250.00
Senior Engineer II	240.00
Senior Engineer I	220.00
Project Engineer IV/Technician IV	210.00
Project Engineer III/Technician III	200.00
Project Engineer II/Technician II	185.00
Project Engineer I/Technician I	165.00
Project Coordinator	145.00
Engineering Assistant	120.00
<i>Environmental Services</i>	
Project Director	255.00
Senior Project Manager/Specialist IV	245.00
Senior Project Manager/Specialist III	235.00
Senior Project Manager/Specialist II	225.00
Senior Project Manager/Specialist I	205.00
Environmental Specialist/Planner/Archaeologist V	185.00
Environmental Specialist/Planner/Archaeologist IV	175.00
Environmental Specialist/Planner/Archaeologist III	165.00
Environmental Specialist/Planner/Archaeologist II	150.00
Environmental Specialist/Planner/Archaeologist I	140.00
Analyst V	135.00
Analyst IV	130.00
Analyst III	125.00
Analyst II	115.00
Analyst I	105.00
Technician II	85.00
Technician I	60.00
Planning Assistant I	85.00
<i>Hydrogeological Services</i>	
Principal Hydrogeologist/Engineer I	260.00
Sr. Hydrogeologist IV/Engineer IV	230.00
Sr. Hydrogeologist III/Engineer III	220.00
Sr. Hydrogeologist II/Engineer II	210.00
Sr. Hydrogeologist I/Engineer I	200.00
Hydrogeologist V/Engineer V	185.00
Hydrogeologist IV/Engineer IV	175.00
Hydrogeologist III/Engineer III	165.00
Hydrogeologist II/Engineer II	155.00
Hydrogeologist I/Engineer I	145.00

### Dudek Hourly Rate Schedule

<i>Data Mangement Services</i>	
Application Developer II	195.00
GIS Analyst IV	165.00
GIS Analyst III	150.00
GIS Analyst II	145.00
GIS Analyst I	125.00
UAS Pilot	115.00
<i>Technical/Drafting/CADD Services</i>	
3D Graphic Artist	190.00
Senior Designer II	190.00
Senior Designer I	185.00
Designer	175.00
Assistant Designer	170.00
CADD Operator III	165.00
CADD Operator II	155.00
CADD Operator I	140.00
<i>Support Services</i>	
Technical Editor III	150.00
Technical Editor II	135.00
Technical Editor I	120.00
Publications Specialist III	110.00
Publications Specialist II	100.00
Publications Specialist I	90.00
Clerical Administration	90.00

**Notes:**

- Mileage reimbursement rate will be at current City of San Diego mileage rate (mileage log required).
- Travel expenses for lowest cost effective Air Fare, Train, and/or Car Rental, will be reimbursed at actual costs (receipts required).
- Lodging and Per Diem will be reimbursed at actual costs (receipts required) up to the maximum allowance for the San Diego area as published/posted on the U.S. General Services Administration website (<http://www.gsa.gov/portal/category/100120>)
- Reproductions and blueprinting, shipping, outside data processing and computer services, etc., are reimbursed as a "direct expense"
- Subconsultant costs are reimbursed at direct cost



## Dudek Hourly Rate Schedule

Title	Proposed Hourly Rate
<i>Engineering Services</i>	
Project Director	290.00
Principal Engineer III	285.00
Principal Engineer II	275.00
Principal Engineer I	265.00
Senior Project Manager	255.00
Project Manager	245.00
Senior Engineer III	250.00
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Senior Engineer I	220.00
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Project Coordinator	145.00
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Senior Project Manager/Specialist III	235.00
Senior Project Manager/Specialist II	225.00
Senior Project Manager/Specialist I	205.00
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Environmental Specialist/Planner/Archaeologist IV	175.00
Environmental Specialist/Planner/Archaeologist III	165.00
Environmental Specialist/Planner/Archaeologist II	150.00
Environmental Specialist/Planner/Archaeologist I	140.00
Analyst V	135.00
Analyst IV	130.00
Analyst III	125.00
Analyst II	115.00
Analyst I	105.00
Technician II	85.00
Technician I	60.00
Planning Assistant I	85.00
<i>Hydrogeological Services</i>	
Principal Hydrogeologist/Engineer I	260.00
Sr. Hydrogeologist IV/Engineer IV	230.00
Sr. Hydrogeologist III/Engineer III	220.00
Sr. Hydrogeologist II/Engineer II	210.00
Sr. Hydrogeologist I/Engineer I	200.00
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### Dudek Hourly Rate Schedule

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Application Developer II	195.00
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GIS Analyst III	150.00
GIS Analyst II	145.00
GIS Analyst I	125.00
UAS Pilot	115.00
<i>Technical/Drafting/CADD Services</i>	
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Senior Designer II	190.00
Senior Designer I	185.00
Designer	175.00
Assistant Designer	170.00
CADD Operator III	165.00
CADD Operator II	155.00
CADD Operator I	140.00
<i>Support Services</i>	
Technical Editor III	150.00
Technical Editor II	135.00
Technical Editor I	120.00
Publications Specialist III	110.00
Publications Specialist II	100.00
Publications Specialist I	90.00
Clerical Administration	90.00

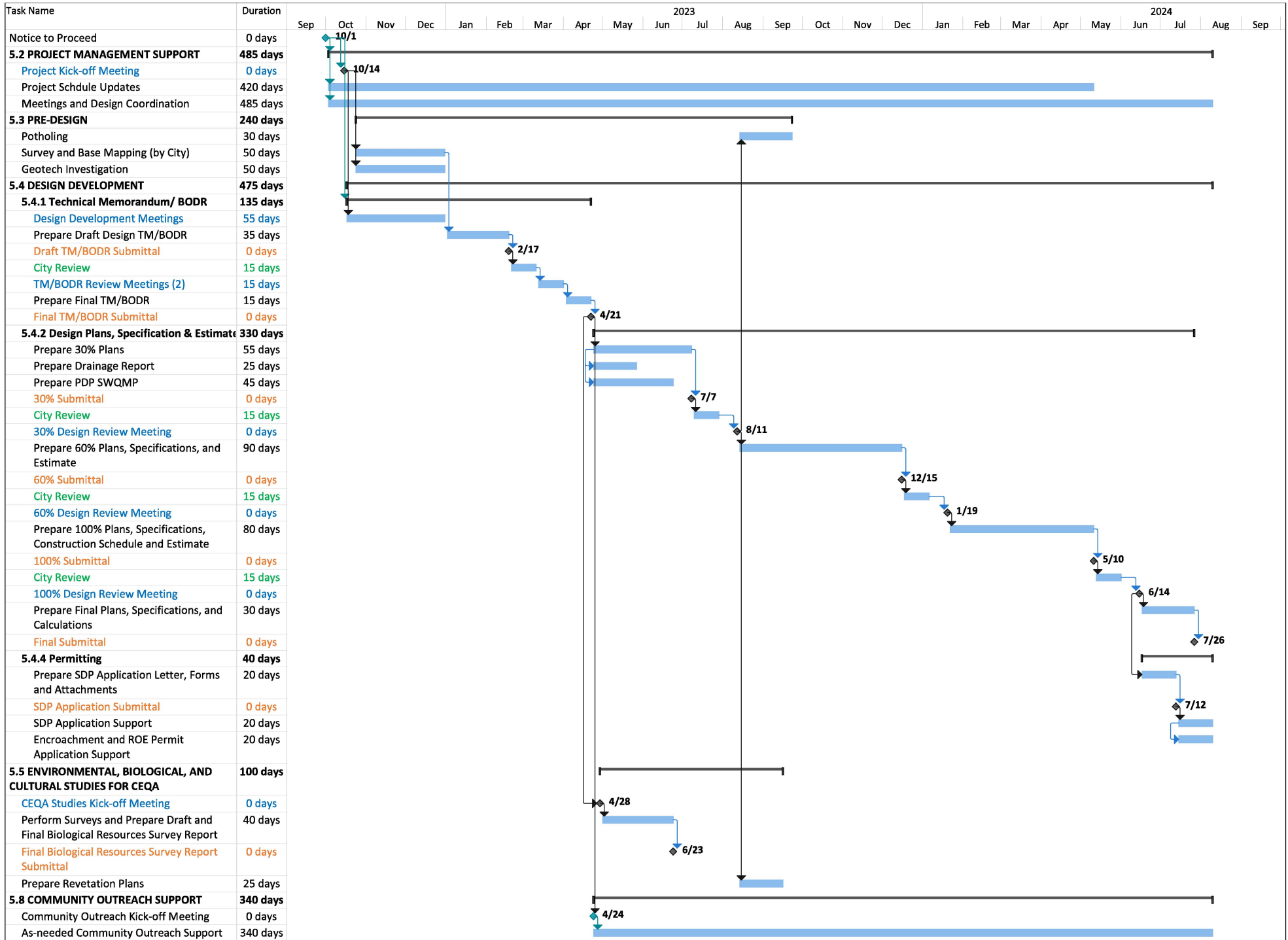
**Notes:**

- Mileage reimbursement rate will be at current City of San Diego mileage rate (mileage log required).
- Travel expenses for lowest cost effective Air Fare, Train, and/or Car Rental, will be reimbursed at actual costs (receipts required).
- Lodging and Per Diem will be reimbursed at actual costs (receipts required) up to the maximum allowance for the San Diego area as published/posted on the U.S. General Services Administration website (<http://www.gsa.gov/portal/category/100120>)
- Reproductions and blueprinting, shipping, outside data processing and computer services, etc., are reimbursed as a "direct expense"
- Subconsultant costs are reimbursed at direct cost

# **TIME SCHEDULE**

# Time Schedule

EXHIBIT C



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

**EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)**

**CONSULTANT REQUIREMENTS**

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**CC. Subcontractors List ..... 11**

**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

## EXHIBIT D

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



## EXHIBIT D

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.

## **EXHIBIT D**

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 Design Professional must provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Design Professional in a legal or administrative proceeding alleging that Design Professional discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.


CHECK ONE BOX ONLY.

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

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/REMEDIAL ACTION TAKEN
11/19/13	Encinitas	Sexual Discrimination	Y	Settled	Settlement payment and training
6/1/17	Encinitas	Race Discrimination	N	Closed	Investigation and training
3/2/18	Auburn	Sex discrimination, wrongful demotion, denial of promotion, retaliation, constructive discharge and breach of an implied employment contract and age discrimination.	Y	Settled	Settlement payment and training
3/17/21	Encinitas	Race discrimination, sex/gender discrimination and retaliation	N	Pending	Investigation and training

Design Professional Name Dudek

**ATTACHMENT AA**

Certified By Danielle Voss Title Human Resources Director  
Name  
 Date 12/7/21  
Signature

**USE ADDITIONAL FORMS AS NECESSARY**

**EQUAL OPPORTUNITY CONTRACTING (EOC)**

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

**WORK FORCE REPORT**

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

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

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

Name of Company: Dudek

ADA/DBA: \_\_\_\_\_

Address (Corporate Headquarters, where applicable): 605 Third Street

City: Encinitas County: San Diego State: CA Zip: 92024

Telephone Number: 760-942-5147 Fax Number: 760-632-0164

Name of Company CEO: Joseph Monaco

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

Address: Same

City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Email: \_\_\_\_\_

Type of Business: Environmental and Engineering Consulting Type of License: Business

The Company has appointed: Danielle Voss

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

Address: Same Address

Telephone Number: 760-479-4828 Fax Number: 760-632-0164 Email: dvoss@dudek.com

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

*Check the box above that applies to this WFR.*

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

I, the undersigned representative of Dudek


(Firm Name)

San Diego, California hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 7 day of December, 2021



(Authorized Signature)

Danielle Voss

(Print Authorized Signature Name)

**WORK FORCE REPORT – Page 2**

NAME OF FIRM: Dudek DATE: December 7, 2021

OFFICE(S) or BRANCH(ES): San Juan Capistrano Office COUNTY: Orange County

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

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

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

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

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

Totals Each Column	0	0	3	1	0	0	0	0	2	0	12	13	0	0
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Grand Total All Employees 27

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	0	0
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Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

**EQUAL OPPORTUNITY CONTRACTING (EOC)**

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

**WORK FORCE REPORT**

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

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

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

Name of Company: \_\_\_\_\_

ADA/DBA: \_\_\_\_\_

Address (Corporate Headquarters, where applicable): \_\_\_\_\_

City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Name of Company CEO: \_\_\_\_\_

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

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

City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Email: \_\_\_\_\_

Type of Business: \_\_\_\_\_ Type of License: \_\_\_\_\_

The Company has appointed: \_\_\_\_\_

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

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

Telephone Number: ( ) \_\_\_\_\_ Fax Number: \_\_\_\_\_ Email: \_\_\_\_\_

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

*Check the box above that applies to this WFR.*

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

I, the undersigned representative of \_\_\_\_\_

(Firm Name)

\_\_\_\_\_, \_\_\_\_\_ hereby certify that information provided  
 (County) (State)

herein is true and correct. This document was executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20. \_\_\_\_\_

*Danielle Voss*

(Authorized Signature)

Danielle Voss

(Print Authorized Signature Name)

**WORK FORCE REPORT – Page 2**

NAME OF FIRM: \_\_\_\_\_ DATE: \_\_\_\_\_

OFFICE(S) or BRANCH(ES): \_\_\_\_\_ COUNTY: \_\_\_\_\_

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

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

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

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

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

Totals Each Column														
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**Grand Total All Employees**

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

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

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														



### SUBCONTRACTOR PARTICIPATION LIST

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

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

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

NAME AND ADDRESS SUBCONTRACTORS	SCOPE OF SERVICES	PERCENT OF CONTRACT	SLBE/ELBE (MBE/ WBE/DBE/ DVBE/OBE*)	WHERE CERTIFIED**
AirX Utility Surveyors, Inc. 785 E Mission Road, Suite 100, San Marcos, CA 92069	Underground Utility Locating and Potholing	2.5%	<ul style="list-style-type: none"> <li>SBE, WBE</li> </ul>	<ul style="list-style-type: none"> <li>CPUC, MWD of SoCal, DGS, The Network Bid System, WBENC</li> </ul>
Allied Geotechnical Engineers, Inc. 9500 Cuyamaca Street, Suite 102 Santee, CA 92071	Geology, Geotechnical & Environment al	3.3%	<ul style="list-style-type: none"> <li>SLBE</li> <li>SBE</li> <li>DBE/MBE/</li> <li>SB (Micro)</li> </ul>	<ul style="list-style-type: none"> <li>City of San Diego</li> <li>LA County Metro</li> <li>CUCP, CPUC</li> <li>DGS</li> </ul>
Paula Roberts DBA Aqua Community Relations Group 4425 Park Blvd., Suite 208 San Diego, CA 92116	Community Outreach	1.8%	<ul style="list-style-type: none"> <li>ELBE</li> <li>SBE/DBE</li> <li>WBE</li> <li>MG, SB-PW</li> </ul>	<ul style="list-style-type: none"> <li>City of San Diego</li> <li>CUCP</li> <li>CPUC CA DGS</li> <li>CA DGS</li> </ul>
Kelsey Structural APC dba Kelsey Structural 8320 Lake Ashwood Ave. San Diego, CA 92119	Structural Engineering	20.6%	<ul style="list-style-type: none"> <li>ELBE</li> </ul>	<ul style="list-style-type: none"> <li>City of San Diego</li> </ul>
Red Tail Monitoring and Research, Inc. DBA Red Tail Environmental, 1529 Simpson Way, Escondido, CA 92029	Tribal/Native American Monitoring	0.03%	<ul style="list-style-type: none"> <li>ELBE, MBD, DBE</li> </ul>	<ul style="list-style-type: none"> <li>City of San Diego, CPUC, Caltrans</li> </ul>
Rizza Engineering, Inc 12320 Stowe Drive, Suite C Poway, CA 92064	Electrical & I/C	6.9%	<ul style="list-style-type: none"> <li>ELBE</li> </ul>	<ul style="list-style-type: none"> <li>City of San Diego</li> </ul>
Ross Engineering 6354 Camino Corto San Diego, Ca 92120	Civil Design	1.0%	<ul style="list-style-type: none"> <li>ELBE</li> <li>MBE</li> <li>DBE</li> </ul>	<ul style="list-style-type: none"> <li>City of San Diego</li> <li>Caltrans</li> <li>CPUC</li> </ul>

			<ul style="list-style-type: none"> <li>• SDB</li> </ul>	<ul style="list-style-type: none"> <li>• US Small Business Association</li> </ul>
RF Yeager Engineering Inc. 1016 Broadway, Suite A El Cajon, CA 92021	Corrosion Engineering Services	2.9%	<ul style="list-style-type: none"> <li>• SLBE</li> <li>• DVBE/SBE</li> </ul>	<ul style="list-style-type: none"> <li>• City of San Diego CA DGS</li> </ul>

List of Abbreviations:

- |  |             |
|--|-------------|
| <b>Small Local Business Enterprise</b>         | <b>SLBE</b> |
| <b>Emerging Local Business Enterprise</b>      | <b>ELBE</b> |
| Certified Minority Business Enterprise         | MBE*        |
| Certified Woman Business Enterprise            | WBE*        |
| Certified Disadvantaged Business Enterprise    | DBE*        |
| Certified Disabled Veteran Business Enterprise | DVBE*       |
| Other Business Enterprise                      | OBE*        |

\* Listed for informational purposes only.

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

**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: Dudek | Amanda Combs, PE  
acombs@dudek.com
- 3. Address, City, State, ZIP: 605 Third Street, Encinitas, CA 92024
- 4. Project Title (as shown on 1472, "Request for Council Action"): San Carlos Reservoir Replacement  
H2225997
- 5. Consultant Duties for Project: Design and construction support services for the replacement of the San Carlos Reservoir, and associated 24-in water transmission main.

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

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

- or -


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

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

- or -

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

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

By:   
Elif Cetin, Deputy Director

7/15/22  
[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):		3b. Project Manager (name, address, phone & email address):	
Deputy Director:		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:**

Contract Number: H2225997  


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Dudek  


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Design of San Carlos Reservoir Replacement – Contract (H2225997)  


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**B. BIDDER PROPOSER INFORMATION**

Dudek	N/A		
Legal Name	DBA		
605 Third Street	Encinitas	California	92024
Street Address	City		Zip
Amanda Combs, Project Manager	760.479.4174	760.632.0164	
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.

Amanda Combs, PE	Project Manager
Name San Diego, CA	Title/Position
City and State of Residence Less than 1% ownership in Dudek Interest in the transaction	Employer (if different than Bidder/Proposer)
Bob Ohlund, PE	Principal in Charge
Name San Juan Capistrano, CA	Title/Position
City and State of Residence Less than 1% ownership in Dudek Interest in the transaction	Employer (if different than Bidder/Proposer)
Neil Harper, PE	Quality Assurance/Quality Control
Name Meridian, ID	Title/Position
City and State of Residence Less than 1% ownership in Dudek Interest in the transaction	Employer (if different than Bidder/Proposer)
Brandon Lacap, PE	Lead Engineer
Name Escondido, CA	Title/Position
City and State of Residence Less than 1% ownership in Dudek Interest in the transaction	Employer (if different than Bidder/Proposer)
Carey Fernandes	CEQA/NEPA Lead
Name San Marcos, CA	Title/Position
City and State of Residence Less than 1% ownership in Dudek Interest in the transaction	Employer (if different than Bidder/Proposer)
Name	Title/Position
City and State of Residence Interest in the transaction	Employer (if different than Bidder/Proposer)
Name	Title/Position
City and State of Residence Interest in the transaction	Employer (if different than Bidder/Proposer)

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: 09/01/1983 State of incorporation: California

List corporation's current officers:

President: Joseph Monaco

Vice Pres.: Bob Ohlund, PE

Secretary: Amy Paul

Treasurer:

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: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ State of formation: \_\_\_\_\_

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

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

Partnership

Date formed: \_\_\_\_/\_\_\_\_/\_\_\_\_

State of formation: \_\_\_\_\_

List names of all firm partners:

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

Sole Proprietorship Date started: \_\_\_\_/\_\_\_\_/\_\_\_\_

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

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

Joint Venture Date formed: \_\_\_\_/\_\_\_\_/\_\_\_\_

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

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

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

**E. FINANCIAL RESOURCES AND RESPONSIBILITY:**

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

Yes  No

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

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

Yes  No

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

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

Yes  No

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

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

Yes  No

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

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

Yes  No

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

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

Name of Bank: California Bank & Trust

Point of Contact: Rebecca Mendoza

Address: 135 Saxony Road, Encinitas, CA 92024

Phone Number: 760.436.5226

7. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

**F. PERFORMANCE HISTORY:**

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?

Yes  No

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

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

Yes  No

If **Yes**, use Attachment "A" to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?

Yes  No

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

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?

Yes  No

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

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?

Yes  No

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

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

Yes  No

If **Yes**, use Attachment "A" to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Company Name: City of San Diego Transportation and Storm Water Department

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Contact Name and Phone Number: Christine Rothman, Planner, 619.527.3470

---

Contact Email: CRothman@sandiego.gov

---

Address: 2781 Caminito Chollas, MS 44

---

Contract Date: 2010-Ongoing

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Contract Amount: \$7,500,000

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Requirements of Contract: Provide as-needed environmental/engineering services, planning, and permitting support. As part of this contract, a project team led by Dudek is currently developing the MWMP and EIR for the City of San Diego's on-going storm water facility maintenance program.

Company Name: City of San Diego Public Works Department

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Contact Name and Phone Number: Jong Choi, 619-533-5493

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Contact Email: jchoi@sandiego.gov

---

Address: 525 B St, Suite 750, San Diego, CA 92101

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Contract Date: 2019-Ongoing

---

Contract Amount: Coast Boulevard Sea Cave Emergency Stabilization Project - \$2.5M constructed

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Requirements of Contract: Provide emergency engineering, environmental and construction support services, as part of a \$5M as-needed contract. Project won five national, state and regional awards.

Company Name: Eastern Municipal Water District,

Contact Name and Phone Number: Greg Kowalski, Senior Civil Engineer, 951.928.3777

Contact Email: kowalskg@emwd.org

Address: 2270 Trumble Road, Perris, CA 92570

Contract Date: Professional Services: May 2017–January 2021

Contract Amount: Mountain Avenue West Basin Final Design - \$1M design contract; est. \$15M constructed

Requirements of Contract: Civil engineering design, construction documents and construction support.  
 2022 Engineering Excellence - Merit Award from the American Council of Engineering Companies (ACEC)  
 Yearbook of Engineering Achievement Award from the Civil + Structural Engineer

#### 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: Allied Geotechnical Engineers, Inc.

Contact Name and Phone Number: Sani Sutanto, President, 619.449.5900

Contact Email: s\_sutanto@alliedgeo.org

Address: 9500 Cuyamaca Street, Suite 102, Santee, CA 92071-2685

Contract Date: TBD

Sub-Contract Dollar Amount: \$29,000

Requirements of Contract: Geotechnical investigations

What portion of work will be assigned to this subcontractor: 3.3%

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

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

**K. STATEMENT OF AVAILABLE EQUIPMENT:**

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

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

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

Pledge of Compliance Initial submission.

OR

Update to prior Pledge of Compliance dated \_\_\_\_/\_\_\_\_/\_\_\_\_

**Complete all questions and sign below.**

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

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

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

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

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

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

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

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

Joseph Monaco, President/CEO  
Name and Title



Signature

6/29/2022

Date

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

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

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

**F.2**

In 2019, the City of Santa Barbara terminated a contract with Dudek's Santa Barbara office for Design and Preliminary Environmental Review for the Santa Barbara Police Station Project. The primary reason for the termination was the local team's failure to deliver on specified tasks within the requested time period. Subsequent to the termination the City has continued to enter into new contracts with Dudek for environmental projects.

**F.3**

City of Carlsbad vs. Ledcor Construction Inc.  
On June 13, 2016, the City of Carlsbad filed a civil complaint in California Superior Court, County of San Diego, against Ledcor Construction Inc. Dudek was named as a co-defendant. The project architect, RRM Design Group, was also later named as a defendant. The suit was related to construction of the City's First Responder Training Center. Dudek served as construction manager for the City on the project. Dudek denied any liability in the matter. The matter has been resolved between the City and Dudek and was dismissed in August 2019.

**J.**

Company Name: AirX Utility Surveyors, Inc.  
Contact Name and Phone Number: Gail McMorran, President, 760.480.2347  
Contact Email: estimating@airxus.com  
Address: 785 E Mission Road, Suite 100, San Marcos, CA 92069  
Contract Date: TBD  
Contract Amount: \$23,500  
Requirements of Contract: Underground Utility Locating and Potholing  
What portion of work will be assigned to this subcontractor: 2.5%  
Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Check One) **Yes X** No

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.

Joseph Monaco, President/CEO  
Print Name, Title  
  
Signature  
06/29/2022  
Date



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

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

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

**J.**  
 Company Name: Kelsey Structural APC dba Kelsey Structural  
 Contact Name and Phone Number: Guy Kelsey, Principal, 619.920.1262  
 Contact Email: gkelsey@kelseystructural.com  
 Address: 8320 Lake Ashwood Ave., San Diego, CA 92119  
 Contract Date: TBD  
 Contract Amount: \$200,000  
 Requirements of Contract: Structural Engineering  
 What portion of work will be assigned to this subcontractor: 20.6%  
 Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Check One) **Yes X** No

Company Name: Rizza Engineering, Inc.  
 Contact Name and Phone Number: Michael Rizza, President/CEO, 858.254.7737  
 Contact Email: michael.rizza@rizzaengineering.com  
 Address: 12320 Stowe Drive, Ste C, Poway, CA 92064  
 Contract Date: TBD  
 Contract Amount: \$67,000  
 Requirements of Contract: Electrical engineering and SCADA  
 What portion of work will be assigned to this subcontractor: 6.9%  
 Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Check One) **Yes X** No

Company Name: Aqua Communications Group  
 Contact Name and Phone Number: Paula Roberts, Owner, 619.431.0779  
 Contact Email: paula@aquacrg.com  
 Address: 4425 Park Blvd., Suite 208, San Diego, CA 92116  
 Contract Date: TBD  
 Contract Amount: \$17,000  
 Requirements of Contract: Community Outreach  
 What portion of work will be assigned to this subcontractor: 1.8%  
 Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Check One) **Yes X** No

Continued on next page

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.

Joseph Monaco, President/CEO		06/29/2022
Print Name, Title	Signature	Date

