

**AGREEMENT BETWEEN  
THE CITY OF SAN DIEGO  
AND  
BURNS & MCDONNELL ENGINEERING COMPANY, INC.**

**FOR  
DESIGN OF LOS PEÑASQUITOS LAGOON  
RESTORATION - PHASE 1**

**CONTRACT NUMBER: H197073**

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# TABLE OF CONTENTS

## ARTICLE I DESIGN PROFESSIONAL SERVICES

1.1	Scope of Services.....	1
1.2	Contract Administrator.....	1
1.3	City Modification of Scope of Services.....	1
1.4	Written Authorization.....	2
1.5	Confidentiality of Services.....	2
1.6	Competitive Bidding.....	2

## ARTICLE II DURATION OF AGREEMENT

2.1	Term of Agreement.....	2
2.2	Time of Essence.....	3
2.3	Notification of Delay.....	3
2.4	Delay.....	3
2.5	City's Right to Suspend for Convenience.....	3
2.6	City's Right to Terminate for Convenience.....	3
2.7	City's Right to Terminate for Default.....	4

## ARTICLE III COMPENSATION

3.1	Amount of Compensation.....	4
3.2	Additional Services.....	6
3.3	Manner of Payment.....	6
3.4	Additional Costs.....	6
3.5	Eighty Percent Notification.....	6

## ARTICLE IV DESIGN PROFESSIONAL'S OBLIGATIONS

4.1	Industry Standards.....	7
4.2	Right to Audit.....	7
4.3	Insurance.....	8
4.4	Subcontractors.....	10
4.5	Contract Records and Reports.....	11
4.6	Non-Discrimination Requirements.....	12
4.7	Drug-Free Workplace.....	12
4.8	Title 24/Americans with Disabilities Act Requirements.....	13
4.9	Product Endorsement.....	13
4.10	Conflict of Interest.....	13
4.11	Mandatory Assistance.....	14
4.12	Compensation for Mandatory Assistance.....	14

4.13	Attorney Fees related to Mandatory Assistance.....	14
4.14	Energy Conservation Specifications .....	15
4.15	Notification of Increased Construction Cost.....	15
4.16	Sustainable Building Policy.....	15
4.17	Design-Build Competition Eligibility.....	15
4.18	Storm Water Management Discharge Control .....	15
4.19	ADA Certification .....	16
4.20	Prevailing Wage Rates .....	16

**ARTICLE V  
RESERVED**

**ARTICLE VI  
INDEMNIFICATION**

6.1	Indemnification .....	19
6.2	Design Professional Services Indemnification and Defense .....	19
6.3	Insurance.....	20
6.4	Enforcement Costs.....	20

**ARTICLE VII  
MEDIATION**

7.1	Mandatory Non-binding Mediation.....	20
7.2	Mandatory Mediation Costs .....	20
7.3	Selection of Mediator .....	20
7.4	Conduct of Mediation Sessions .....	21

**ARTICLE VIII  
INTELLECTUAL PROPERTY RIGHTS**

8.1	Work For Hire .....	21
8.2.	Rights in Data .....	21
8.3	Intellectual Property Rights Assignment .....	21
8.4	Moral Rights .....	22
8.5	Subcontracting .....	22
8.6	Publication Design .....	22
8.7	Intellectual Property Warranty and Indemnification .....	22
8.8	Enforcement Costs.....	22

**ARTICLE IX  
MISCELLANEOUS**

9.1	Notices.....	23
9.2	Headings.....	23
9.3	Non-Assignment .....	23
9.4	Independent Contractors .....	23
9.5	Design Professional and Subcontractor Principals .....	23

9.6	Additional Design Professionals or Contractors .....	23
9.7	Employment of City Staff .....	23
9.8	Covenants and Conditions .....	24
9.9	Compliance with Controlling Law .....	24
9.10	Jurisdiction .....	24
9.11	Successors in Interest .....	24
9.12	Integration .....	24
9.13	Counterparts .....	24
9.14	No Waiver .....	24
9.15	Severability .....	24
9.16	Municipal Powers .....	24
9.17	Drafting Ambiguities .....	25
9.18	Conflicts Between Terms .....	25
9.19	Design Professional Evaluation.....	25
9.20	Exhibits Incorporated .....	25
9.21	Survival of Obligations.....	25
9.22	Contractor Standards .....	25
9.23	Equal Benefits Ordinance.....	25
9.24	Public Records .....	25
9.25	Equal Pay Ordinance .....	26

**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 BURNS & MCDONNELL ENGINEERING COMPANY, INC.  
FOR DESIGN PROFESSIONAL SERVICES**

THIS Agreement is made and entered into between the City of San Diego, a municipal corporation [City], and Burns & McDonnell Engineering Company, Inc. [Design Professional] for the Design Professional to provide Professional Services to the City for the Design of Los Peñasquitos Lagoon Restoration - Phase 1 [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 Public Works 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 Public Works Department. The City's designated representative will communicate with the Design Professional on all matters related to the administration of this Agreement and the Design Professional's performance of the Professional Services rendered hereunder. When this Agreement refers to communications to or with the City, those communications will be with the designated representative, unless the designated representative or the Agreement specifies otherwise. However, when this Agreement refers to an act or approval to be performed by the City, that act or approval shall be performed by the Mayor or his designee, unless the Agreement specifies otherwise.

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

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

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

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

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

## **ARTICLE II DURATION OF AGREEMENT**

**2.1 Term of Agreement.** This Agreement shall be effective on the date it is executed by the last Party to sign the Agreement, and approved by the City Attorney in accordance with San Diego Charter Section 40. Unless otherwise terminated, this Agreement shall be effective until completion of the Scope of Services or for no more than sixty (60)

months, whichever is the earliest. Any extension beyond sixty (60) months will require City Council approval via Ordinance.

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

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

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

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

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

Agreement. For services satisfactorily rendered in completing the work, the Design Professional shall be entitled to fair and reasonable compensation for the Professional Services performed by the Design Professional before the effective date of termination. After filing of documents and completion of performance, the Design Professional shall deliver to the City all drawings, plans, calculations, specifications and other documents or records related to both the Project and to the Design Professional's Professional Services on the Project. By accepting payment for completion, filing and delivering documents as called for in this paragraph, the Design Professional discharges the City of all of the City's payment obligations and liabilities under this Agreement.

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

**ARTICLE III  
COMPENSATION**

**3.1 Amount of Compensation.** The total compensation payable by the City to the Design Professional for performance of all Professional Services rendered in accordance with this Agreement, including reasonably related expenses, shall not exceed **\$4,078,258**. The compensation for the Scope of Services shall not exceed **\$3,844,714** and the compensation for Additional Services (described in Section 3.2), if any, shall not exceed **\$233,544**. Moreover, the total compensation to be paid to the Design Professional by the City for all work performed under each phase of this Agreement shall not exceed the amount for each phase as specified in the Phased Funding Schedule in Section 3.1.1 unless said amount is modified in writing by an amendment to this Agreement.

**3.1.1 Phased Funding Schedule.** The work to be performed under this Agreement shall be performed during the separate and specific phases identified in the following Phased Funding Schedule, and further defined in the Scope of Services [Exhibit A] for the not to exceed values listed in the Compensation and Fee Schedule [Exhibit B] and in accordance with the Time Schedule [Exhibit C].

<b>PHASED FUNDING SCHEDULE</b>			
<u>Funding Phases</u>	<u>Dates</u>	<u>Not to Exceed Total Amount</u>	<u>Scope of Services</u>
1	From date of execution of Agreement through completion of Agreement	\$900,000	<ul style="list-style-type: none"> <li>• Complete Tasks: 2.1, 2.2, 2.3</li> <li>• Begin Tasks: 1.1, 1.2, 1.3</li> </ul>

2	From July 1, 2020 through completion of Agreement	\$1,365,000	<ul style="list-style-type: none"> <li>• Complete Tasks: 3.1.1, 3.1.5, 4.1, 5.2, 5.3, 5.4, 5.5</li> <li>• Begin Tasks: 3.1.2, 7</li> <li>• Continue Tasks: 1.1, 1.2, 1.3</li> </ul>
3	From July 1, 2021 through completion of the Agreement	\$1,813,258	Complete Tasks: 1.1, 1.2, 1.3, 3.1.2, 3.1.3, 3.1.4, 4.2, 5.1, 6.1, 6.2, 6.3, 7
<b>Total</b>		<b>\$4,078,258</b>	

**3.1.2** The Parties expressly agree and understand that each Funding Phase is subject to funds being appropriated and authorized by the City Council each fiscal year. The City's obligations and the Design Professional's obligations under this multi-phase contract which shall be funded by multi-phase funding authorizations are as follows:

a. Only Phase 1 funding is available at time of contract award and no other phases are authorized. The City shall so notify the Design Professional in writing when the next Phase has been funded.

b. The City is not obligated to the Design Professional for any amount over that specified in the Funding Schedule that has been authorized by the City Council.

c. The Design Professional is not obligated to incur costs for the performance of work required for any subsequent Funding Phase after the first phase, until written notification is received from the City of the availability of funds for the next Phase. The Design Professional's obligation shall increase only to the extent authorized by the City.

d. If the Agreement is terminated under Section 2.6 "City's Right to Terminate for Convenience", the settlement proposal shall be determined pursuant to procedures established in that section. The Design Professional shall be entitled to compensation for only those Services provided under Funding Phases that have been authorized by the City.

e. The Phase Funding schedule may be amended as required by the City.

**3.1.3** The not-to-exceed amounts stated in the Funding Schedule in Paragraph 3.1.1 above include the following two specific elements:

3.1.3.1 Work described in this AGREEMENT and its Exhibits; and

3.1.3.2 Additional Services that may be authorized under Paragraph 3.2 of this AGREEMENT.

Funding Phases	Not to Exceed Amount for Scope of Services	Not to Exceed Amount for Additional Services	Not to Exceed Total Amount
1	\$900,000	\$0	\$900,000
2	\$1,165,000	\$200,000	\$1,365,000
3	\$1,779,714	\$33,544	\$1,813,258
<b>Total</b>	<b>\$3,844,714</b>	<b>\$233,544</b>	<b>\$4,078,258</b>

**3.2 Additional Services.** The City may require that the Design Professional perform additional Professional Services [Additional Services] beyond those basic services 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 above Phased Funding Schedule and 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 Phased Funding Schedule and 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.

**4.3.2 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.

**4.3.5 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: Public Works Department, c/o Ronak Rekani, MS 908A, 525 B Street, Suite 750, San Diego, CA 92101, and notice to the Design Professional shall be addressed to: Burns & McDonnell Engineering Company, Inc., David Pohl, 4225 Executive Square, Suite 500, La Jolla, CA 92037, dhpohl@burnsmcd.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: David Pohl [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 Resolution Number R. 312809, authorizing such execution, and by the Design Professional pursuant to Burns & McDonnell Engineering Company, Inc.'s signature authority document.

I HEREBY CERTIFY I can legally bind Burns & McDonnell Engineering Company, Inc. and that I have read all of this Agreement, this 13<sup>th</sup> day of December, 2019.

By Renita Mollman  
Renita Mollman  
Vice President

Dated this 4 day of February, 2020.

THE CITY OF SAN DIEGO  
Mayor or Designee

By: James Nagelvoort  
James Nagelvoort  
Director  
Public Works Department

I HEREBY APPROVE the form of the foregoing Agreement this 13<sup>th</sup> day of February, 2020.

MARA W. ELLIOTT, City Attorney

By [Signature]  
Deputy City Attorney

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

**SCOPE OF SERVICES**

# Scope of Services

## Task 1 - Project Management and Meetings

**Task 1.1 Project Monthly Progress Report and Schedule Updates** (Ph 1: 19%, Ph 2: 53%, Ph 3: 27%)

Burns & McDonnell Engineering Company, Inc. (Burns & McDonnell) shall maintain communication with the City of San Diego Public Works Department's (PWD) Project Manager to keep the City apprised of progress, upcoming milestones, and any issues that could potentially impact project schedule and performance. Burns and McDonnell's Project Manager shall be responsible for all official communications with the City, including ensuring that monthly progress reports and invoices are submitted in an accurate and timely manner while the Project is active.

At a minimum, the following information shall be included in the monthly report (submitted electronically):

1. Reporting period;
2. Work completed in the reporting period (activities and accomplishments);
3. Work and meetings anticipated in the following reporting period;
4. Expenditures (including hourly breakdown) per task in this progress report period and cumulative total;
5. Any issues or problems encountered and how they were resolved; and
6. A description of minor changes to deliverables or schedule, that were agreed upon during that period. (Changes to scope require City approval through an Additional Services Request per the Agreement.)
7. Updates to project schedule and deliverables
8. Small Business participation tracking

**Task 1.2 Project Status Meetings** (Ph 1: 15%, Ph 2: 33%, Ph 3: 52%)

The Burns & McDonnell project manager shall participate in up to 30 monthly status meetings or conference calls with PWD to review the items listed above in the status report. These meetings/conference calls will also include coordination with Transportation & Stormwater Department (T&SWD). Meetings on the design, environmental documents, permits and community outreach shall be coordinated with these monthly calls/meetings, where applicable.

**Deliverables:** Monthly (30 months) progress memos and invoices providing updates on work completed, issues addressed, and updated schedule (submitted electronically). Monthly meeting summary.

### Task 1.3 Project Coordination – City and Subcontractors (Ph 1: 14%, Ph 2: 66%, Ph 3: 20%)

The Burns & McDonnell project manager shall coordinate and provide timely communication with the PWD Project Manager, in addition to status meetings under Task 1.2, that include calls and e-mails regarding project status, specific project issues, communications with agencies and stakeholders, arrangement for meetings, coordination on reviews and City input, and responding to City requests. In addition to coordination with the City, the Burns & McDonnell project manager shall communicate and coordinate with the subcontractors regarding obtaining status, schedule updates and invoices from subcontractors. The Burns & McDonnell project manager shall coordinate and communicate with subcontractors on applicable correspondence from the City.

## Task 2: Concept Refinement, 30% Design & Field Investigations - Phase 1

Burns & McDonnell shall complete a refinement of the current concept developed for the Los Peñasquitos Watershed Master Plan.

### Task 2.1 Concept Refinement (Ph 1: 100%)

Burns & McDonnell shall use this design phase to further analyze potential design refinements and approaches. These include:

- **Evaluate Flood Level Attenuation in Sorrento Valley:** Burns & McDonnell shall further assess flood attenuation measures proposed by the Concept in Sorrento Valley. Burns & McDonnell will request from T&SWD the existing conditions HEC-RAS 2-D hydraulic model that was developed as part of the Los Peñasquitos Watershed Master Plan. The hydraulic model will be run in the current version of HEC-RAS (5.0.7 or later). The model will be updated to represent current conditions. The 10%, 4%, and 1% annual chance exceedance (10-, 25-, and 100-year) flows will be analyzed to compare the proposed enhancements with the concept results and current conditions with respect to surface elevations and inundation limits. The purpose of analyzing the flood frequencies other than the 100 year event (required in the Drainage Manual) is to evaluate the flood inundation reductions for events above the capacity of the upstream channel to Phase 1A (capacity is between a 10 and 25 year event). It is assumed the two iterations of the design concept will be modeled. A Hydraulic & Hydrology (H&H) Summary Report will be prepared that will summarize the hydraulic modeling as well as the results of the analysis.
- **Freshwater conveyance through the lagoon:** Burns & McDonnell will further assess the geometry and cross section of new channels in Phases 1B and 1C to optimize sustainable flow conveyance for freshwater management while allowing native vegetation recruitment to minimize ongoing maintenance. Channel design will be informed by the HEC-RAS watershed hydrologic model for a 2- and 10-year event.
- **Restoration Approach to Salt Marsh Restoration:** Burns & McDonnell shall assess the various restoration approaches within the 24-acres restoration area presented in the

overall Phase 1 concept (several options were provided) that includes channel benching, limited excavation, and more extensive excavation and grading. The feasibility of these various options will be evaluated based on the potential impacts to costs, traffic, and air quality with earthwork volumes used as the metric to evaluate the impact to each of these evaluation factors. Tidal hydraulics and salinity modeling to assess tidal inundation will then be conducted under Task 2.2 for the most promising configuration stemming from this evaluation.

- **Sediment Removal Effectiveness and Trash/Debris Management of Floodplain Enhancements:** Burns & McDonnell shall further assess design refinement to the sediment management floodplain enhancements proposed in the concept. Burns & McDonnell will assess these refinements considering sediment load reductions, habitat impacts and long-term O&M that includes the management of sediment, debris and trash from these facilities following larger storm events. The sediment transport model (based on HECRAS model) that was developed for the concept will be requested from T&SWD.
- **Storm Drain Modifications:** Burns & McDonnell will develop conceptual designs for storm drain modifications for the Carmel Mountain Road storm drain outfall, storm drain located east of Tripp Court (Tripp Drain), and Flintkote Avenue, including riprap revetment, culvert geometry (Flintkote Avenue), and collector channel design (i.e., geometry of connection channel from outfall to main flowline of Los Peñasquitos Creek).

**Project Meetings:** Project meetings for this task include the following meetings: 1) with PWD to present the findings of the analysis; 2) with PWD and TSWD to discuss comments and coordination on stakeholder (LPLF Technical Advisory Committee (TAC) meeting; 3) meeting with Stakeholders (LPLF TAC) to present results and obtain feedback.

**Deliverables:** Draft Design Concept technical memorandum summarizing design refinement analysis and recommended options. Following review and input from the City, the draft memorandum shall be revised for input from key stakeholders (LPLF TAC). Responses to comments from stakeholders on the memorandum shall be provided. Meeting minutes (see project meetings above).

### **Task 2.2 Design Field Investigations** (Ph 1: 100%)

Burns & McDonnell shall conduct the following field investigations in support of the design as part of the 30% Design phase:

**2.2.1 Engineering Survey and Utilities Map:** PDW will provide the results of the engineering survey as an updated Digital Terrain Model (DTM) and topographic mapping to be used for the Project design and modeling. PDW will conduct an aerial photogrammetry survey, complete necessary ground controls and conduct surveys. PWD will conduct ground surveys of monuments, utilities (storm drains), existing channels cross sections (500-foot intervals), and existing channel depths (soundings). PWD will provide the location of existing above and below

ground utilities within the project area. Burns & McDonnell shall conduct limited ground surveys (up to three (3) days of surveying) to include additional ground surface elevations to verify elevations (spot checks) on the provided topographical map and provide more detail in areas of proposed grading that will provide additional detail needed for the design.

Burns & McDonnell will obtain from PWD utility information regarding existing above and below ground utilities within Phase 1. Existing utilities shall be shown on the existing site conditions map.

**Deliverables:** PWD will provide digital files for topographic map for project design. Burns & McDonnell shall provide the digital files for any additional ground elevation data collected.

**2.2.2 Groundwater Investigation:** Burns & McDonnell shall conduct a focused groundwater investigation building on the groundwater investigation conducted for the concept. The purpose of the groundwater investigation is to refine the groundwater elevation map for the design of the freshwater management channels to limit the groundwater drawdown that could impact the wetland habitat. Burns & McDonnell shall prepare a sampling technical memorandum that outline the piezometer locations and construction for the IB-511 permit and approvals from State Parks. Up to four additional temporary piezometers will be installed for water level measurements. Groundwater elevation data from piezometers installed in 2016 and water levels collected in 2016 and 2018 shall be used and supplemented with an additional round of water level measurements to address resource agencies concerns regarding impacts from new channels in non-tidal marsh areas. Samples shall be collected and analyzed for salinity levels. Burns & McDonnell shall obtain the necessary local and state permits and permission to complete the piezometers. Burns & McDonnell shall provide a draft and final geotechnical/groundwater investigation report.

**Deliverables:** Draft and Final Groundwater Investigation Technical Memorandum; Draft and Final Geotechnical Groundwater Report

**2.2.3 Sediment Investigation and Management Assessment:** Burns & McDonnell shall develop a sampling and analysis technical memorandum that outlines the options for excavated sediment management and the collection methods and testing approach for sediment samples needed to assess both on- and off-site options. This memo will become part of the Sediment Management Alternative Assessment. Burns & McDonnell shall complete up to eighteen shallow (up to 10-15 feet – approximate depth of excavation) boreholes along the proposed new channels, floodplain enhancements and restoration grading areas within Phase 1 to obtain sediment samples for analysis. It is assumed that four of these will be co-located with the planned piezometers to minimize disturbance of sensitive habitat. Due to the sensitive habitat and protocols required in the State Preserve, the boreholes will be accessed with light footprint ATV vehicles or collected using hand-held auger or tripod depending on site conditions and permit requirements from State Parks (right-of-entry) and City Development Services Department (Information Bulletin 511). Burns & McDonnell shall obtain the necessary local and

state permits and permission to complete the boreholes, perform all required monitoring and reporting, and conform to all required timing restrictions.

Burns & McDonnell shall select up to 36 sediment samples for geotechnical analysis (grain size analysis and Atterberg Limits) and up to 24 sediment samples for chemical analysis for assessment of sediment management options. Chemical analysis will include total metals, PCB's, pesticides and semi-volatile organic compounds.

In addition to the chemical analyses, a subsample of the material (two composite areas) will be subjected to screening level biological tests (bioassays) to evaluate the feasibility for placing excavated material either in the nearshore environment or offshore at EPA's ocean disposal site near the project area. This biological assessment will include a total of 5 different toxicity tests which should provide a planning level evaluation of the material allowing feasible management options to be developed for use in the CEQA document. Later, during the permitting process, if one of these options is selected, a more detailed investigation (not part of this scope) will be required by the USACE and U.S. EPA prior to issuing a placement permit.

Sediment samples (included in the 36 samples) will also be taken in the restoration area and analyzed to determine the need for amendments and better match salt marsh plant species to spoil conditions. Up to 24 sediment samples will be analyzed for total organic content, salinity, and agronomy parameters to determine suitability for restoration and for potential upland placement and re-vegetation.

Burns & McDonnell shall prepare a Draft and Final Sediment Management Alternatives Assessment that will summarize the results of the sediment characterization that includes comparison of the results to regulatory guidelines for sediment use and placement.

**Deliverables:** Draft and Final Sediment Sampling and Analysis Technical Memorandum; and Draft and Final Sediment Management Alternatives Assessment. Burns & McDonnell will provide a draft of these reports to PWD for review and comment and incorporate these comments into the final reports.

**2.2.4 Tidal Studies and Hydrodynamic and Sediment Transport Modeling:** Tidal data were collected at several locations at the inlet and tidal channels and used for hydraulic modeling of the lagoon for the Updated Enhancement Plan and for water quality and alternative analysis in 2016 for T&SWD. These data shall be used for the design to the extent applicable. Burns & McDonnell shall supplement these data with additional field tidal data collected at the tidal channel that enters the western end of Phase 1 at the "pinch point." Tidal data will be collected continuously over a two-week period. These additional data are needed to refine the concept and assess if channel enhancements are needed to improve projected tidal inundation into the planned restoration. The previous tidal and fluvial hydraulic models that include the EFDC hydrodynamic model that was refined by Geosyntec in 2018 will be updated using the supplemental channel survey and tidal survey data.

**Tidal Hydrodynamic Modeling:** Burns & McDonnell shall update the existing hydrodynamic model (provided by T&SWD) with the updated tidal data. Burns & McDonnell shall conduct tidal hydraulics modeling for the existing conditions and refined concept (the most promising configuration from the evaluation in Task 2.1) to establish the inundation frequencies at the salt marsh restoration site to evaluate whether target habitats can be established and maintained. Burns & McDonnell shall use the model to determine the increases in tide range at the restoration site associated with the refined concept that will be used for the CEQA analysis. The hydrodynamic model will be used to assess potential increase in tidal inundation based on two inlet conditions and two downstream tidal channel conditions (e.g., modifications at the “pinch point” location). This modeling effort would be conducted to support environmental review for the CEQA document. Salinity modeling will be conducted to assess the impact of the inlet channel and downstream channel on salinity levels within the restoration area. Tidal hydraulic modeling will be conducted for two future timeframe conditions (Year 2035 when the TMDL targets are to be achieved and Year 2100 to assess longer term effects on salt marsh habitat restored) to assess the impact of sea level rise on habitat distributions for the CEQA analysis. These models shall be used to further refine the restoration design for the 60% Design as defined under Task 4.

**Deliverables:** Draft and Final Technical Memorandum on the results of the modeling and the design recommendations that are to be integrated into the design. This memorandum will be attached to the Draft Design Concept technical memorandum under Task 2.1 summarizing design refinement analysis and recommended options.

**2.2.5 Mitigation Opportunities Assessment:** Burns & McDonnell will assess mitigation opportunities that occur within existing riparian areas but may include locations upstream of the Phase 1 area. The opportunities may include, but are not limited to, exotic vegetation, debris accumulations, and other floodplain features that may be addressed to enhance and expand existing native vegetation communities and wildlife habitat. These areas were identified in vegetation mapping for the Enhancement Plan. Mitigation opportunities will be field mapped and incorporated into 30% design drawings.

#### **Task 2.3 30% Design Plans** (Ph 1: 100%)

Burns & McDonnell shall prepare the 30% Design plans that incorporate the results of the concept refinement and field investigations. Design plans shall be completed in accordance with current City of San Diego Design Standards, 2018 CADD Standards (including the associated Survey Deliverables), as well as the 2018 City of San Diego Standard Drawings. The 30% Design plans shall include:

- Title Sheet with Project Location per City of San Diego standards
- Site Existing Conditions Topographical and Utilities Map
- Phase 1A Improvements include floodplain enhancements for Concept Areas 1, 2, and 3, and enhancement of the riparian corridor within the State Coastal Conservancy affected

by Floodplain Enhancement Concept Area 3. Design plans for Phase 1A Improvements will include:

- Project Components Map (Outline of area of floodplain enhancements and riparian corridor enhancements)
- Grading plans for floodplain enhancement concept areas 1, 2, and 3 (scale: 1" =40')
- Horizontal layout of proposed storm drains for Floodplain Enhancement Area 3 along Flintkote Ave and upgrades of existing outfall with preliminary profiles per City of San Diego design standards
- Upgrades to Carmel Mountain Rd. and Tripp Court storm drain outfalls
- Preliminary excavation quantities (provided in design memo with plans)
- Phase 1B – Project Components Map (location of freshwater channels)
- Phase 1B –Channel Cross Sections
- Phase 1C – Project Components Map (location of new channels, restoration and channel benching)
- Phase 1C –Areas of Proposed Grading and Channel Cross Sections
- Access Roads and Stockpile Areas – show staging and phasing
- Existing vegetation and habitats and an overlay of project elements (for environmental documents)
- Proposed restoration and mitigation areas (for environmental documents)
- Preliminary Enhancement of Community Recreational & Educational Elements

**Hydrology and Hydraulics Report (H&H Report):** Burns & McDonnell shall prepare the 30% Hydrology and Hydraulics Report (H&H Report) that includes the analysis for the Phases 1A, 1B and 1C. Phase 1A includes the analysis of existing and planned new storm drain channels and the outfalls and the associated drainage areas of the three identified storm drain enhancement locations. Phase 2B includes the freshwater conveyance channels. Phase 1C includes both freshwater and tidal channels for the restoration area. The modeling for the channels will include the annual chance exceedance (2-, 10-, 25-, and 100-year) flows as described in Task 2.1. For the three storm drain outfall enhancements in Phase 1A, the analysis for the storm frequency required in the Drainage Manual. The H&H Report will provide the methodology and results of the hydraulic analysis and calculations. The H&H Report will incorporate elements of the technical memorandum for the Tidal Hydrodynamic Modeling under Task 2.2.4 and the Concept Refinement Memorandum under Task 2.1.

**Community Recreation/Education Elements:** Burns & McDonnell will develop a 30% Design level plan for a new trail signage and focused existing trail repairs (fill in eroded sections) within Phase 1 presented in the Updated Enhancement Plan and discussion and direction from PWD and T&SWD. The trail work and signage shall be within the estimated budget presented in the Concept Report.

**Deliverables:** Draft and draft final 30% Design plans; Draft and Final H&H Report and 30% level cost estimate. Burns & McDonnell will provide a draft of these plans to PWD for review and comment and incorporate these comments into the draft final for input from stakeholders (LPLF TAC). Comments from stakeholders will be incorporated into 60% Design. Comment/Response matrix for stakeholder comments will be provided.

### **Task 3: CEQA Documentation and Site Development Permit**

The 30% Design will be used to initiate a Site Development Permit (SDP) application that will include preparation of compliance documentation pursuant to California Environmental Quality Act (CEQA) under the City's Process 5. Burns & McDonnell shall prepare a project specific EIR that tiers off the PEIR being prepared for both the Phase I and II restoration projects using the selected alternative in the Updated Enhancement Plan. Based on the finding of the supplemental environmental studies that are listed below and the 30% Design, Burns & McDonnell shall review the mitigation measures defined in the PEIR and identify the need for any additional mitigation measures as part of the restoration activities in Phase 1. The CEQA documentation shall include preparation of a Project Description, analysis of tiering off from the PEIR per the CEQA Guidelines 15152, focused environmental technical studies, and identification of any additional mitigation measures for those activities that may not be fully covered in the PEIR. The supplemental field surveys and reports for the CEQA document and permit applications shall include:

#### **Task 3.1 Project-Specific EIR Analysis and Document**

Burns & McDonnell shall prepare an Initial Study for Phase 1 based on the 30% project design developed under Task 2. Burns & McDonnell shall prepare the environmental document in accordance with the CEQA, the State CEQA Guidelines, and the City of San Diego EIR Guidelines (December, 2005). Phase 1 is a restoration project with habitat enhancement, restoration and creation efforts that require little or no mitigation. Floodplain enhancements in Phase 1A will require mitigation. The restoration efforts will provide this mitigation. Due to the work being conducted predominantly on state designated preserve, that includes channel excavation and permanent impact from floodplain enhancements a project specific EIR will be prepared.

##### **3.1.1 Initial Study, Notice of Preparation, and 1<sup>st</sup> Screencheck Draft EIR (Ph 2: 100%)**

###### **Initial Study and Notice of Preparation**

Burns & McDonnell shall prepare a comprehensive and objective Initial Study (IS) for Phase 1 that fully complies with CEQA and the State CEQA Guidelines and all applicable guidance and procedures established by the City (Process 5 Capital Improvement Project) and State of California Park and Recreation (State Parks) (site owner) for the purpose of environmental review. The Initial Study format will include (1) an Introduction that will provide the statutory authority and purpose of the environmental document, (2) Project Description that will include location, project features, construction activities and project approvals and (3) Environmental

Checklist and Evaluation that will include a discussion of each environmental impact category supported by adequate documentation.

Burns & McDonnell shall address the following environmental issues in the IS, building upon technical studies to be prepared under Task 3.1.5 and the analysis conducted in the PEIR.: aesthetics; agriculture; air quality; biological resources; cultural and tribal resources; geology and soils; hazards; hydrology and water quality; land use and planning; mineral resources; noise; population; public services; recreation; traffic; utilities; and wildfire. Technical issue areas with impacts found to be potentially significant in the IS would be carried forward to the appropriate CEQA document, as determined by the City. For purposes of this scope of work a Supplemental Project EIR is assumed. Technical issue areas with impacts found to be less than significant in the IS would not be carried forward for additional analysis.

After completing a draft of the IS, Burns & McDonnell shall prepare a draft version of the Notice of Preparation (NOP) to inform agencies and the public that a Project EIR will be prepared. The purpose of the IS/NOP is to solicit input from the public or other agencies on the scope and content of the forthcoming EIR.

The IS/NOP will be submitted to the City for review and approval, prior to being circulated for a 30-day public review period. Following receipt of one consolidated set of comments on the draft IS and NOP, Burns & McDonnell shall provide revisions as directed by the City and in accordance with the overall scope of work. This submittal will satisfactorily address City comments on the draft IS and NOP.

Burns & McDonnell will support the City for up to two public scoping meeting. Meeting participants will be asked to clarify their concerns and provide insight into their expectations of the Draft EIR. This process will help to inform the EIR preparation effort so that it is as thorough as possible. In collaboration with City staff, the Burns & McDonnell team will review comments to the IS/NOP to determine whether new issues have been raised beyond those already contemplated.

Burns & McDonnell will deliver required copies of the NOP/IS to the State Clearinghouse for state agency review. Burns & McDonnell will maintain the notification/distribution mailing list for local and federal agencies, the public and stakeholders, and will coordinate mailings (the cost of reproduction and postage is included in cost estimate).

Following input from the scoping process and in close cooperation with City staff and per the City's Significance Thresholds, Burns & McDonnell will prepare the 1<sup>st</sup> Screencheck Draft EIR in conformance with the criteria, standards, and provisions of CEQA and the City's current thresholds of significance. Burns & McDonnell will conduct the environmental analysis of the project based on the data, background information, and technical studies collected and prepared as part of this work effort. Information from technical reports will be synthesized into the draft EIR in order to determine significance of impacts.

It is assumed that the project description completed in Task 3.2.1 will be used for the EIR, and that no changes to the project will occur after the initiation of work. Burns & McDonnell will also work with the City to ensure that the recent comprehensive update to the CEQA thresholds are adequately addressed in the EIR. Burns & McDonnell will provide the City with a Screencheck Draft EIR in electronic format for the project.

#### *Aesthetics Analysis*

As part of the EIR, Burns & McDonnell shall utilize the aesthetics evaluation provided in the PEIR to the extent feasible. The aesthetic analysis will analyze all aspects of the visual character of the proposed project. Modifying the types of vegetation on site could impact visual quality and such changes would be visible from surrounding roads, trails, and residences. Burns & McDonnell will conduct the visual analysis of the proposed project area, and will identify potential impacts to public views, particularly of scenic roads and resources. Burns & McDonnell's method of analyzing such impacts starts with a site visit, to document existing conditions and to take photographs to document the existing setting; then, an evaluation of impacts is conducted based upon views onto the site and changes proposed as part of the project.

Burns & McDonnell will identify candidate key view locations from which the anticipated visual effects resulting from implementation of the proposed project will be evaluated. Burns & McDonnell will coordinate with the City and State Parks to identify and finalize key view locations from which to analyze the proposed project's potential effects to existing views and compatibility with scenic character and quality. It is assumed that visual simulations are not necessary. The aesthetics EIR section will include an analysis of the proposed project and will identify potential impacts to public views and compatibility with the surrounding land uses, as well as any impacts associated with lighting.

**Task Assumptions:** Upon notice to proceed with preparation of the 1<sup>st</sup> Draft EIR, Burns & McDonnell assumes that the PEIR being prepared for both the Phase I and II restoration will be available and will provide an adequate framework to address impacts of the Phase 1 project. If the PEIR is still in draft form, Burns & McDonnell assumes the PEIR will not substantially change over the course of the Phase 1 project EIR preparation.

**Task Deliverables:** One electronic copy of the Screencheck IS/NOP; one electronic copy and eight hard copies of the Final IS/NOP; 50 hard copies of Final NOP; attendance at two public scoping meeting; minutes from public scoping meeting; one electronic copy and eight hard copies of the 1<sup>st</sup> Screencheck Draft EIR.

#### **3.1.2 2<sup>nd</sup> and 3<sup>rd</sup> Screenchecks of Draft EIR and Public Review Draft EIR (Ph 2: 21%, Ph3: 79%)**

Once comments on the 1<sup>st</sup> Screencheck Draft EIR have been received, Burns & McDonnell shall incorporate all comments and submit (electronically) a 2<sup>nd</sup> Screencheck Draft EIR to the City for review. Similarly, once comments on the 2<sup>nd</sup> Screencheck Draft EIR have been received, Burns & McDonnell shall incorporate all comments and submit (electronically) a 3<sup>rd</sup> Screencheck Draft

EIR to the City for review. To address comments on the Draft EIR that require additional discussion, if any, draft review meetings with all reviewing parties present to make edits in real time to address any potential conflicts and resolutions immediately, thus potentially eliminating the need for subsequent revisions. Working meetings with City staff and reviewers will likely be required to complete revisions efficiently; the scope and cost for these meetings is included in Task 3.2.4.

Once comments are resolved, Burns & McDonnell will prepare a print-ready Public Review Draft EIR to the City for final review. It is anticipated that comments received on the print-ready Public Review Draft EIR will be minimal and mostly editorial in nature. Burns & McDonnell will prepare the Public Review Draft EIR to be filed with the State Clearinghouse and circulated for a state-mandated 45-day public review period. Burns & McDonnell will assist the City with distribution of Public Review Draft EIR and ensure noticing requirements are met per CEQA Guidelines (i.e., Notice of Availability (NOA)). It is assumed that the City will place the public notice in a newspaper and place an electronic version of the Public Review Draft EIR on the City's website.

**Task Deliverables:** One electronic copy of 2<sup>nd</sup> Screencheck Draft EIR, including technical studies; One electronic copy of 3<sup>rd</sup> Screencheck Draft EIR, including technical studies; Attendance at up to five working meetings with City staff and applicant consultants; Working Meeting Minutes; One electronic copy of the Print-Ready Public Review Draft EIR; 15 flash drives of the Public Review Draft EIR plus 15 hard copies of the Executive Summary for submittal to State Clearinghouse; 30 hard copies of the Public Review Draft EIR, with appendices on CD; and one electronic copy of the Public Review Draft EIR for posting on City's website.

### **3.1.3 Final EIR, Response to Comments, Mitigation Monitoring and Reporting Program, and Final Approval Documents (Ph 3: 100%)**

At the close of the public review period, Burns & McDonnell will review, organize and categorize the comments received and meet with City staff and applicant consultants to develop the strategy for responding to substantial comments. Burns & McDonnell will prepare a separate Draft Responses to Comments document along with a Draft of the Final EIR (preface/summary of modifications). For cost estimation purposes, Burns & McDonnell assumes that no more than 75 individual public comments will be received (one comment letter may contain multiple individual comments) and responses to these comments will not necessitate substantial revisions to the project description or technical analyses. This scope of work does not include recirculation of the EIR, or additional analysis required in the technical reports due to public comments.

Burns & McDonnell will also prepare a draft of the Mitigation Monitoring and Reporting Program for review and comment by City staff. After City review and approval of the Draft Final EIR and associated documents, Burns & McDonnell will prepare the Final EIR and final approval documents (i.e., Findings of Fact and/or Statement of Overriding Considerations). This task assumes up to one round of review and approval by the City.

Once the Final EIR has been certified by the City Council, Burns & McDonnell will prepare a final Notice of Determination for City transmittal to the San Diego County Clerk's Office and State Clearinghouse.

**Task Deliverables:** One electronic copy of Draft Final EIR, MMRP, Response to Comments, Findings of Fact, and if necessary, Statement of Overriding Considerations; attendance at up to two working meetings with City staff and applicant consultants to discuss responses to comments; working meeting minutes; one electronic copy of the Print-Ready Final EIR and associated documents; 30 hard copies of the Final EIR, with appendices on CD; and one electronic copy of the Final EIR, and associated documents, for posting on City's website.

#### **3.1.4 Meetings and Hearings** (Ph 3: 100%)

Burns & McDonnell shall coordinate with the City and attend meetings and hearings throughout the CEQA preparation process. In addition to the public scoping meetings (included in Task 3.2.1), three initial meetings with the resource agencies and State Parks to present and refine the overall project and determine the necessary permit applications and documentation are included in this scope. Burns & McDonnell assumes attendance by the Project Manager or CEQA lead, and restoration and permitting specialists. Burns & McDonnell shall coordinate, organize, prepare meeting materials, and provide meeting summaries for each meeting. The meeting summaries will be submitted to the City for distribution.

Burns & McDonnell will attend up to six (6) working meetings and regular conference calls with City staff during preparation of the Draft and Final EIR and prepare for and attend three public hearings before the Environment Committee, Planning Commission, and City Council. Burns & McDonnell will assist the City in the presentation of the findings and results of the EIR to the City and residents.

**Task Deliverables:** Submit one electronic copy of each meeting summary.

#### **Task 3.1.5 Technical Assessments and Reports** (Ph 2: 100%)

Burns & McDonnell shall prepare the technical assessments as described below. Meetings for this task include up to six meetings with the City to specifically discuss technical report findings and related CEQA determinations, cycle review comments, etc.

##### **3.1.5.1 Hazards, Geology and Soils**

Burns & McDonnell shall assess the potential geologic hazard impacts associated with the project, as well as other potential health and safety issues, such as excavation of contaminated soils. This discussion will be based on the existing information included in the geology and soils discussion in Updated Enhancement Plan and PEIR and geotechnical/groundwater report to be prepared under Task 2. In addition, to identify all potential hazards, a database search of regulatory records and available online databases including the California Hazardous Waste Material Incident Report System (CHMIRS); Leaking Underground Storage Tanks (LUST); Spills, Leaks Investigation & Cleanup Sites (SLIC); and ENVIROSTOR, will be conducted.

### *3.1.5.2 Noise*

Burns & McDonnell shall evaluate potential noise impacts associated with construction activities and operations of the project. Burns & McDonnell shall characterize the existing noise environment by surveying noise-sensitive land uses, identifying existing noise sources and features affecting noise transference in the project area, and conducting noise monitoring at up to three locations for 15 minutes to establish ambient noise levels in proximity to potentially affected noise-sensitive land uses. Burns & McDonnell shall assess temporary noise levels at nearby noise sensitive uses from project construction based on the anticipated construction schedule and equipment usage. Operational noise and potential impacts to sensitive wildlife will be evaluated qualitatively. In addition, Burns & McDonnell shall provide an assessment of vibration impacts associated with use of heavy-duty equipment during construction of the project. If potentially significant impacts are found, Burns & McDonnell shall develop mitigation measures, where feasible. The scope of services for the noise assessment does not include post-construction noise and vibration monitoring and analysis because operational noise and vibration is not expected to occur. Noise modeling results will be appended to the IS/Project-Specific EIR and the results discussed in the respective section of the IS/ Project-Specific EIR. No stand-alone technical report will be prepared.

### *3.1.5.3 Construction Emissions Analysis*

The construction emissions analysis for Phase 1 shall be prepared in conjunction with the Air Quality and Greenhouse Gases technical assessment, as described below under Item 3.2.5.9.

### *3.1.5.5 Construction Traffic Analysis*

Construction activities associated with the proposed project will temporarily increase trucks and vehicles trips along Flintkote Road and Roselle Drive and the roadways entering and exiting the project area. A quantification of the truck and vehicle trips will be provided to be used for the traffic impact analysis. Burns & McDonnell shall provide a discussion of potential temporary increases in traffic volumes and safety concerns associated with construction activities. Measures to minimize traffic impacts during construction will be recommended, if necessary.

### *3.1.4.6 Hydrology and Water Quality*

As part of the 30% Design under Task 3, Burns & McDonnell shall conduct site hydrology and hydraulic modeling using the previously developed models where applicable. This hydrology analysis will be used for the analysis under this section of the CEQA document. Water quality analysis will also be informed by the modeling conducted for the Los Peñasquitos Watershed Master Plan. In support of processing regulatory agencies permit applications, the 30% H&H Report prepared as part of Task 2.3 will be enhanced to include a general description of the overall Los Peñasquitos Watershed characteristics (e.g., area, land use, and soil type), including watershed maps. The report will include a summary of various hydrologic data collected for the project, such as peak flow rate listed in the applicable Flood Insurance Study (FIS), data used in hydraulic modeling, and data used in water quality modeling. Hydrology analyses will not be performed for Soledad Canyon, Carroll Canyon, or Los Peñasquitos Creeks as part of this scope

of work. A Standard Stormwater Quality Management Plan (SWQMP) will be prepared in accordance with the City of San Diego's Storm Water Standards (October 2018 Edition, Part 1: BMP Design Manual).

#### *3.1.4.7 Cultural Resources Testing and Technical Report*

Previous cultural resource surveys conducted in 2016 and any additional efforts under the PEIR shall be reviewed in detail and updated as needed. The cultural resources assessment will be conducted to comply with both CEQA and, for federal permitting purposes, Section 106 of the National Historic Preservation Act (Section 106). Where possible, Burns & McDonnell shall use data from previous surveys and the draft cultural resource assessment completed under T&SWD.

In accordance with Section 106, Burns & McDonnell shall delineate an Area of Potential Effect (APE) for the Phase 1 project area, in consultation with the Army Corps of Engineers (Corps). A supplemental records search will be conducted at the South Coastal Information Center (SCIC) to determine whether any newly documented resources or studies have been filed at the SCIC since the records search was completed for the previous Phase 1 study.

Burns & McDonnell shall also conduct additional natural resource surveys per the City's Historical Resources Guidelines (April 2001) and Section 106 of the NHPA by a qualified archaeologist and focus on filling in any data gaps within and adjacent to the project area. The archaeologist shall identify any additional significant historical resources and identify potential ways to reduce impacts to those resources. The archaeologist shall also provide guidance as to requirements for Native American monitors and protocols for responding to unanticipated discoveries of cultural resources as they pertain to both intact sites and non-intact sites believed to be deposited by slope wash and/or riverine processes. The results of the historical (cultural) resource assessment and survey shall be presented in the Historical Resources Technical report.

Burns & McDonnell will conduct a paleontological records search at the San Diego Natural History Museum for the proposed project area. No previous records search has been completed. Upon receipt of the institutional records search results, Burns & McDonnell will summarize the results in a technical report and provide the locality information for inclusion in the paleontological resource section of the CEQA document.

This task includes an updated cultural (archeological and Native American) and historic (built environment) inventory and pedestrian survey and report. Based on the prior assessment, it is assumed that site testing will be required to determine significance of cultural resources identified within the project area. The actual determination of the need for site testing will be based on the 30% design and proximity to recorded resource sites.

Burns & McDonnell will conduct the field significance evaluation for up to two recorded resource sites that includes Native American monitoring during all field evaluations. This scope of work assumes that evaluation fieldwork will focus on the impacted portions of sites, leaving

area not proposed for impact unevaluated and protected. Minor amounts of archaeological work may occur outside of the proposed impact areas if features or other deposits are encountered that overlap the impact boundary of the Project APE.

Methods used to evaluate the significance of archaeological sites rely on a combination of hand-excavated units - Shovel Test Pits (STP), Shovel Test Units (STU), and Control Units (CU) – and collection of surface artifacts. For purposes of this cost estimate, 28 STP, 2 CU, and 1 column sample collected over 15 person-days are assumed. Upon completion of fieldwork, all recovered artifacts and cultural material will be transported back to a laboratory for cleaning, sorting, cataloging, and analysis. All materials will be processed using standard archaeological methods and will be prepared for curation (up to 1 Banker’s box and 1 small box of artifacts are assumed) commensurate with local curation facility guidelines. The results of the fieldwork and analysis will be presented in a supplemental cultural evaluation technical report in accordance with the City of San Diego Historical Resources Guidelines, CEQA, and Section 106 of the NHPA. The report will contain significance recommendations for the two (2) resources, an impact analysis for the resources, and recommendations for mitigation for all impacts. The design shall consider avoidance of these and other significant sites. Where avoidance is not possible, technical report shall provide recommended protocols to address agency and State Parks requirements and cost and schedule of the project.

In addition, a Sacred Lands File search will be requested from the Native American Heritage Commission (NAHC). The NAHC will provide a list of tribal contacts that may have further information regarding the Project area and letters will be sent to each of the tribal contacts identified by the NAHC to request information on any resources they may know of in the area. If requested, Burns & McDonnell can assist the City in their Assembly Bill (AB) 52 consultation responsibilities by drafting Native American outreach letters for the City’s use. Native American consultation required under Section 106 will be conducted by the Corps.

#### **3.1.5.8 Biological Resources Assessment and Technical Report**

The existing available data and Draft Biological Resources Constraints Analysis Report (ESA, 2016), supplemented with findings of additional focused biological surveys performed under this task. (i.e., vegetation mapping and jurisdictional delineation), will support an update the available Draft Report (ESA, 2016).

Previous biological and jurisdictional delineation surveys conducted in 2016 for T&SWD and for the PEIR shall be used and updated, as needed. Utilizing these data and the 30% design, the biological resource analysis shall focus on determining the potential beneficial and adverse impacts to sensitive biological resources including impacts associated with equipment access and staging, proposed construction and long-term maintenance, and temporary storage sites for spoils. Updated plant/vegetation surveys (using accepted protocols where available) will be conducted to determine presence absence of sensitive plant species, jurisdictional delineation and habitat types. These surveys will include buffer area and potential access routes and staging areas. Publicly available or City-provided aerial photography or infrared imaging will be

used for vegetation mapping. Mapping will be conducted using field surveys and aerial photograph interpretation. Vegetation mapping prepared for TMDL compliance surveys by Wood will be obtained from T&SWD along with developed cross references to habitat types used by ESA for the Draft Biological Constraints Analysis Report (2016). The results of the biological assessment shall be summarized in the Biological Technical Report.

Previous surveys indicating the presence of light-footed Ridgway's rail, Belding's savannah sparrow, least Bell's vireo, southwestern willow flycatcher, and coastal California gnatcatcher within the project area will be referenced with the assumption that these species may be present at the site. These surveys may be provided as an additional services task should they be needed based on anticipated construction schedule. The fee includes these surveys as additional services tasks.

The Phase 1 Biological Technical Report (BTR) update will include updated survey methods and results and will identify and quantify temporary impacts associated with the restoration effort, as well as any pertinent avoidance and/or minimization measures. The BTR will be prepared in accordance with City standards and include analysis of project consistency with the City's Multiple Species Conservation Plan. This scope includes Draft and Final versions of the report (two iterations). The Phase 1 BTR, along with relevant previous biological reports, will also be used as the baseline biological information submitted to the resource agencies to procure restoration permits for the project (see Task 5).

#### *3.1.5.9 Air Quality and Greenhouse Gas Emissions*

Burns & McDonnell shall perform an air quality analysis pursuant to the standards and guidelines set forth by the California Air Resources Board (CARB) and the South Coast Air Quality Management District (SCAQMD). Burns & McDonnell shall quantify construction emissions using SCAQMD's recommended California Emissions Estimator Model (CalEEMod). Construction emissions will be based on the construction schedule, equipment mix, earthmoving operations, and number of construction worker and delivery trips. Localized impacts will be evaluated using the SCAQMD Localized Significance Threshold (LST) mass-rate lookup tables. A relatively short construction schedule is anticipated with transitory negligible operational activity (i.e. no long-term exposure). The scope does not include a quantitative health risk assessment. Operational impacts will be assessed qualitatively due to the minimal nature of operations and maintenance activities (i.e. to powered mechanical equipment, etc.). In addition, odor impacts will be assessed qualitatively. If potentially significant impacts are found, Burns & McDonnell shall develop mitigation measures for construction and operational emissions, where feasible, to address significant air quality impacts. Air Quality modeling results will be appended to the IS/Project-Specific EIR and the results discussed in the respective sections of the IS/ Project-Specific EIR. No stand-alone technical report will be prepared.

Burns & McDonnell shall analyze GHG emissions of project construction and operation in accordance with the latest CEQA GHG guidelines. The analysis will estimate GHG emissions attributable to the construction of the project, using the most recent version of the CalEEMod

computer model. In addition, the project's GHG emissions will be compared to the goals and recommended actions of the State's Climate Change Scoping Plan and other applicable state regulations. If it is determined that the design features/mitigation measures are concluded to be necessary to reduce GHG emissions, Burns & McDonnell shall identify feasible measures. If potentially significant impacts are found, Burns & McDonnell shall develop mitigation measures for GHG emissions where feasible to address significant impacts. GHG modeling results will be appended to the Project-Specific EIR and the results discussed in the respective sections of the Site-Specific EIR. No stand-alone technical report will be prepared.

#### *3.1.5.10 Alternative Analysis*

Burns & McDonnell will use previous analyses (Updated Enhancement Plan and Watershed Master Plan) and the concept refinement (Task 2.1) for Phase I, to develop an alternative analysis that meets the requirements of CEQA. The development of alternatives will be coordinated with the Corps of Engineers, so that the same alternatives can be used for compliance with the federal Clean Water Act Section 404(b)(1). Analysis of alternatives in accordance with 404(b)(1) is included under Task 5.1

**Deliverables:** Draft and Final electronic versions of each technical report (Hazards/Geotechnical, Noise, Air Quality/Greenhouse Gas Emissions, Traffic, Hydrology, Water Quality, Cultural, Biological, and Alternative Analysis (also listed under Task 5.1) reports. Final versions will include response to City cycle review comments.

### **Task 4: 60% Design – Phase 1**

Based on the input from the City and stakeholders on the 30% Design and the field surveys and investigations under the 30% Design and for the CEQA document, the 30% Design shall be taken to the 60% Design level for inclusion in the permit applications. This level of design shall be completed in order to provide a level of detail for input from the permit process to avoid several iterations of revisions and comments. Input on the 30% Design (after comments from the City has been addressed) from key stakeholders that include the property owners State Parks, and the Coastal Conservancy and a likely Technical Advisory Committee led by Los Peñasquitos Lagoon Foundation (LPLF) will also be used to continue the support of the project prior to moving toward the 60% Design. Design plans shall be completed in accordance with current City of San Diego Design Standards, 2018 CADD Standards (including the associated Survey Deliverables), as well as the 2018 City of San Diego Standard Drawings.

#### **Task 4.1 Hydrologic and Hydraulic Assessment of Restoration and Sediment Transport Modeling for TMDL Compliance** (Ph 2: 100%)

As part of the 60% Design, Burns & McDonnell shall conduct a hydrologic and hydraulic assessment of the restoration area to characterize the amount of sediment and vegetation removal, channel modification, and other project details not determined in 30% Design. The project design shall be refined to reflect any changes that result from the CEQA and NEPA process. Tidal and fluvial hydraulics modeling shall be conducted for the refined design (60%

Design). Salinity modeling will be conducted for the 60% Design to estimate changes in the salinity conditions relative to the 30% Design. Earthwork calculations and construction costs shall be updated.

Burns & McDonnell will evaluate the potential impact of the project on sediment transport through the project site. T&SWD will request the existing HEC-RAS 1-D sediment transport model developed by Environmental Science Associates (ESA) in 2018 and cross sections. Burns & McDonnell will update the model with new topographic and Manning's roughness data to match the existing conditions model developed in Task 2. A comparison between baseline existing conditions and potential load reduction effectiveness of the conceptual Floodplain Enhancement/Sediment Management will be analyzed. This task includes conducting additional hydraulic and sediment transport analysis to refine the freshwater management channels in Phase 1B and the floodplain enhancements in Phase 1A.

The HECRAS flood inundation modeling shall be refined with the flood management measures in Phase 1A based on design updates and input from the CEQA process. Burns & McDonnell shall prepare a draft technical memorandum that summarizes the modeling conducted and the results that will be the basis for the 60% Design. Following review and comment on the draft technical memorandum, Burns & McDonnell shall incorporate comments and finalize the memorandum. This technical memorandum will be used to prepare updates to the H&H Report under Task 4.2 and incorporate updated H&H modeling results and the hydrodynamic modeling for the restoration and the sediment transport modeling.

**Deliverables:** Draft and Final Technical Memorandum on the Results of the Hydrologic & Hydraulic Assessment and Sediment Transport Modeling

#### **Task 4.2 60% Design Plans, Specifications and Cost Estimates** (Ph 3: 100%)

Burns & McDonnell shall prepare a draft set of project plans and specifications in accordance with the City of San Diego Standards. This draft shall include references to standard specifics and a draft of the special provisions for this project. A draft engineering cost estimate shall also be prepared.

**Deliverables:**

60% Design Drawings:

- Title Sheet with Project Location
- Site Existing Conditions Topographical and Utilities Map
- Identification of Required Utility Relocation for Project Implementation
- Existing Vegetation and Habitats and an overlay of project elements with input from project biologist – all phases
- Phase 1A Design drawings will be updated and revised to address 30% Design comments. Phase 1A Improvements include floodplain enhancements for Concept Areas 1, 2, and 3, and enhancement of the riparian corridor within the State Coastal

Conservancy affected by Floodplain Enhancement Concept Area 3. Design plans for Phase 1A Improvements will include:

- Project Components Map (Outline of area of floodplain enhancements and riparian corridor enhancements)
- Grading plans for floodplain enhancement concept areas 1, 2, and 3 (scale: 1" =40')
- Horizontal layout and profiles of proposed storm drains for Floodplain Enhancement Area 3 along Flintkote Ave and upgrades of existing outfall with profiles per City of San Diego design standards
- Upgrades and trash exclusion devices for Carmel Mountain Rd. and Tripp Court storm drain outfalls
- Excavation quantities
- Phase 1A will also include the following:
  - Floodplain and Channel Enhancement cross sections
  - Revegetation and Temporary Irrigation Plan
  - Phase 1A – Stormdrain Management Culverts and Profiles
  - Phase 1A – Existing Outfall Upgrades
- Phase 1B drawings will be updated and revised to address 30% Design Comments
  - Project Components Map (location of freshwater channels)
  - Grading Plans for New Freshwater Management Channels
  - Channel Cross Sections
  - Revegetation and Temporary Irrigation Plan
- Phase 1C drawings will be updated and revised to address 30% Design Comments:
  - Project Components Map (location of new channels, restoration and channel benching)
  - Excavation Grading Plan
  - Channel Cross Sections and Profiles
  - Phase 1C - Revegetation and Plant Palette
  - Phase 1C - Temporary Irrigation Plan Layout
- Access Roads and Stockpile Areas – staging and phasing – all phases
- Stormwater Management Plan – Erosion & Sediment Control Measures and Phasing (3 drawings for each phase) (required for 401/404 Permits).
- Enhancement of Community Recreational & Educational Elements

**Hydrology and Hydraulics Report (H&H Report):** Burns & McDonnell shall prepare the update to the 30% H&H Report to include additional details and analyses commensurate with the 60% Design Drawings. The modeling results from the technical memorandum under Task 4.1 will also be incorporated. **Federal Emergency Management Agency Requirements:** The project proposes grading within a Federal Emergency Management Agency (FEMA) mapped Special Flood Hazard Area (SFHA) floodway, and this requires that the project perform hydraulic modeling to determine if the project results in a no-rise condition. Burns & McDonnell will

utilize the hydraulic model to determine if the project results in no-rise condition pursuant to FEMA and City flood control regulations. The no-rise analysis process includes obtaining the FEMA effective Flood Insurance Study (FIS) hydraulic modeling for the project area, preparing a duplicate effective model based on the effective FIS hydraulic model, preparing a corrected effective model, preparing an existing condition model, and preparing a proposed condition model. Regardless of the no-rise analysis results, if the project results in a changes to the mapped floodplain by more than five percent of the Flood Insurance Rate Map (FIRM) scale (i.e., 25 feet), the project will be required submit and process through the City and FEMA a Conditional Letter of Map Revision (CLOMR) Application. The City will be responsible to pay the FEMA fee required at the time of submittal, which is currently estimated at \$6,500 per the FEMA Fee Schedule at the time of this scope.

Burns & McDonnell will prepare a CLOMR Application for the portion(s) of the Soledad Canyon and/or Los Peñasquitos Creek affected by the proposed project, including the appropriate FEMA forms, analyses, and exhibits. Documentation of Endangered Species Act compliance provided by the USFWS / project biologist will be required in as part of the CLOMR Application. The City will be responsible to pay the FEMA fee required at the time of submittal, which is currently estimated at \$6,500 per the FEMA Fee Schedule at the time of this scope. FEMA has a requirement in which property owners who are affected by any changes to the floodway, must be sent a public notice. It is not anticipated that the proposed project will affect any property owners besides the City and Conservancy (open space preserve). As such, this tasked assumes that preparation of public notifications will not be required, or be minimal, as part of this project. A Letter of Map Revision (LOMR) will be required subsequent to the completion of grading activities. The preparation of the LOMR will be included in a future Amendment and is currently not in the scope and fee for this contract.

Burns & McDonnell shall provide the set of 60% drawings, specifications, and engineering cost estimates to PWD and as an update to the SDP application for review and comment. Prior to submitting these materials for stakeholder input, Burns & McDonnell shall address City comments that identify as needing incorporation for the stakeholder review. Remaining comments shall be addressed in the 90% submittal. Response to comments on the 60% design shall be provided.

## **Task 5: Permit Applications**

### **Task 5.1 Permit Applications Packages** (Ph 3: 100%)

Burns & McDonnell shall prepare the permit application packages for both on-site restoration and on-site mitigation pursuant to the Clean Water Act Sections 401 and 404; Endangered Species Act Section 7 (if required); California Fish and Wildlife Code Section 1600 programs; California State Parks (CSP) Policy for managing State Preserves; and, Coastal Development Permit through the California Coastal Commission. Burns & McDonnell shall compile the permit application package using the reports prepared for the individual assessments for each agency

and submit for review and approval, including cover letters, application forms, and required notices. The City will review the application packages, sign application forms, and submit the applications to the appropriate agencies. Permit application fees are not included in the fee. The City will be the applicant for the Coastal Development Permit. The City and State Parks will be co-applicants on the remaining the permit applications.

Burns & McDonnell shall coordinate with PWD on tracking the permit application package through the approval process along with coordinating and meeting with staff from Resource Agencies. The Project is assumed to be covered by the region's Multiple Species Conservation Program (MSCP) and therefore be covered under an informal Section 7 consultation. For purposes of this scope of work, a Section 404 Individual Permit is expected to be required and involves identification of the LEDPA by the Corps of Engineers, based on a Section 404 (b)(1) alternatives analysis, and preparation of an environmental document in accordance with the National Environmental Policy Act (NEPA), including public noticing, public comment, and response to comment. In order to streamline overall project approvals, these specific alternatives analysis shall be integrated with EIR alternatives, to the extent feasible. This scope of work assumes that a Section 404 Individual Permit would be required and that a focused-Environmental Assessment, analyzing effects on aquatic resources, will be prepared to support permit issuance. The Corps of Engineers will also request a consistency determination from the State Historic Preservation Office (SHPO), using the Section 106 report prepared for the project. This scope of work assumes SHPO confirmation of consistency.

Burns & McDonnell shall coordinate with PWD and meet at the site with the resource and regulatory agencies prior to preparation of the permit applications following the 30% Design to discuss the project and identify the concerns and issues that can be addressed as part of the permit process and 60% design. Burns & McDonnell shall coordinate through PWD to meet again with the Resource Agencies after the permit applications are submitted to present the applications and address agency questions. These meetings will also be coordinated with LPLF through the agreement with TSWD. The Regional Water Quality Control Board and Corps of Engineers may solicit public comment through noticing; Burns & McDonnell will assist the agencies and City in responding to up to 25 individual comments (a single letter may include multiple comments), however it is assumed that no new analysis or studies are required to respond to comments. The California Coastal Commission will prepare a Staff Report and hold a public hearing. Burns & McDonnell will attend the hearing and assist with response to public comments on the Staff Report prior to the public hearing, up to 40 staff hours.

#### **Task 5.2: Functional Wetland Assessment** (Ph 2: 100%)

A functional assessment of the Phase I project area will be conducted using California Rapid Assessment Methodology (CRAM) to determine existing baseline aquatic functions. CRAM scores will be incorporated into the HMMP as described below. A CRAM report will be prepared that describes the selected Assessment Areas, individual and overall scores, and habitat characteristics.

### Task 5.3: Habitat Mitigation and Monitoring Plan (HMMP) (Ph 2: 100%)

Burns & McDonnell shall prepare a HMMP for review by the resource agencies and City's Planning Department in accordance with the City of San Diego Biology Guidelines (2012) and the U.S. Army Corps of Engineers 2008 Compensatory Mitigation Rule. The HMMP shall include target wetland and upland restoration goals, implementation plan, rationale for success, monitoring and maintenance requirements, and ecological performance standards, including long-term management and site protection requirements. The goal of the HMMP is to demonstrate that the project is self-mitigating and, to the extent feasible, provides advanced permittee-responsible mitigation credits for off-site projects. In this regard, the HMMP will identify the project as an element of the City's Advance Permittee-Responsible Mitigation Agreement.

The ACOE Mitigation Ratio Checklist evaluation will be performed to determine the likely compensatory mitigation ratio to offset project impacts. The checklist form incorporates CRAM scores into the Before/After Mitigation Impact (BAMI) table to calculate baseline ratio adjustment.

### Task 5.4: Operations and Maintenance (O&M) Plan (Ph 2: 100%)

Burns & McDonnell shall prepare an O&M Plan for review by Public Works and TSW. The O&M Plan shall support the permit process that may include permit mechanism to conduct the O&M of the floodplain enhancements and stormdrain outfalls that allows for multiple maintenance activities over multiple years under a single permit. The O&M Plan will provide the estimated maintenance activities that would be covered under the permit and be integrated with mitigation provided through the Phase 1 project. Access for O&M activities will also be covered. O&M practices that limit required mitigation and separate permitting will be identified. The maintenance coverage of the project shall conform with programmatic analysis developed for TSW's City-wide Municipal Waterways Maintenance Plan (MWMP). The O&M Plan shall also include estimates of the sediment removal quantities to maintain capacities for flood risk reduction and sediment management for upland areas of Los Peñasquitos Lagoon that can be accounted as load reductions under the Lagoon's Sediment TMDL. The O&M Plan shall also support the permit process that may include permit mechanisms to obtain TMDL load reduction credits based on sediment removed.

### Task 5.5: Property Owners Agreements (Ph 2: 100%)

Burns & McDonnell shall also provide PWD with the plats and legals for the private parcels for which the channel and floodplain enhancements shall be implemented. Burns & McDonnell shall work with the City to also obtain either a Memorandum of Understanding (MOU) or Memorandum of Agreement (MOA) with the property owners that include Coastal Conservancy and State Parks. This will be facilitated through the LPLF.

#### **Deliverables:**

- Draft, Draft Final and Final Permit Packages for both on-site restoration and on-site mitigation pursuant to the Clean Water Act Sections 401 and 404; Endangered Species Act Section 7 (if required); California Fish and Wildlife Code Section 1600 programs; California State Parks (CSP) Policy for managing State Preserves;, and Coastal Development Permit through the California Coastal Commission.
- Draft Public Notice, 404(b)(1) Alternatives Analysis, focused Environmental Assessment, response to up to 25 individual comments
- Draft and Final CRAM
- Draft, Draft Final and Final HMMP and O&M Plan
- Private parcel plats and legals
- Draft and Draft Final packages and reports will be provided electronically. An electronic and two hard copies of the final packages will be provided.

## Task 6 Engineering Design Plans and Specifications

Based on the comments and feedback from the City on the 60% Design, and subsequent comments from key stakeholders and the resource and regulatory agencies through the permit process, Burns & McDonnell shall prepare the 90%, Final and Back-check Design Plans for Phase 1. Design plans shall be completed in accordance with current City of San Diego Design Standards, 2018 CADD Standards (including the associated Survey Deliverables), as well as the 2018 City of San Diego Standard Drawings. The design plans shall also be prepared to account for the construction of Phase 1 in three separate sub-phases as an integrated project.

Burns & McDonnell shall design channel with dimensions and an alignment such that the grading proposed outside of the channels and permanent access roads are consistent with the 60% Design, Hydraulic/Hydrology Assessment, and the identified habitat restoration and revegetation area. Burns & McDonnell shall provide the civil design that includes supporting infrastructure, temporary access roads, and utility protection, which may include utility relocation as necessary. Burns & McDonnell shall prepare specification for site preparation, equipment and material staging, channel and bank grading, and restoration requirements. Burns & McDonnell shall coordinate the project design with the City for consistency with the current maintenance program which shall cover the long-term maintenance of the project.

Burns & McDonnell shall also provide an update to the sediment removal quantities that count toward the TMDL goals achieved by the project for reporting to the San Diego Regional Water Quality Control Board through the Water Quality Improvement Plan. Burns & McDonnell will run the water quality models that were used for the Watershed Master Plan using the 90% design to update the sediment removal quantities. A summary of the modeling and results shall be provided for T&SWD for incorporation into the updates to the WQIP.

### **Deliverables:**

90%, Final and Back-check Design Drawings:

- Title Sheet with Project Location

- Site Existing Conditions Topographical and Utilities Map
- Identification of Required Utility Relocation for Project Implementation
- Existing Vegetation and Habitats and an overlay of project elements – all phases
- Phase 1A Design drawings will be updated and revised to address 60% Design:
  - Project Components Map (outline of area of Floodplain Enhancements and upgrades to for flood management)
  - Grading Plan – Floodplain and Channel Enhancements
  - Floodplain and Channel Enhancements Profiles
  - Stormdrain Management Culverts and Profiles
  - Existing Stormdrain Outfall Upgrades
  - Habitat Mitigation Plan Layout
  - Revegetation and Temporary Irrigation Plan
  - Horizontal layout of proposed storm drains for Floodplain Enhancement Area 3 along Flintkote Ave and upgrades of existing outfall with preliminary profiles per City of San Diego design standards
  - Upgrades and trash exclusion devices for Carmel Mountain Rd. and Tripp Court storm drain outfalls
  - excavation quantities
- Phase 1A Design drawings will also include the following:
  - Floodplain Enhancement and Storm Drain Outfall Upgrade Details
- Phase 1B drawings will be updated and revised to address 60% Design Comments
  - Project Components Map (location of freshwater channels)
  - Grading Plans for New Freshwater Management Channels
  - Channel Cross Sections
  - Revegetation and Temporary Irrigation Plan
- Additional Phase 1B Drawings will include:
  - Temporary Irrigation Details
- Phase 1C drawings will be updated and revised to address 60% Design Comments:
  - Project Components Map (location of new channels, restoration and channel benching)
  - Grading Plan
  - Channel Cross Sections and Profiles
  - Phase 1C - Revegetation and Plant Palette
  - Phase 1C - Temporary Irrigation Plan Layout
- Access Roads and Stockpile Areas – staging and phasing – all phases
- Stormwater Management Plan – Erosion & Sediment Control Measures and Phasing (3 drawings for each phase)
- Stormwater Management Plan Details
- Enhancement of Community Recreational & Educational Elements
- Enhancement of Community Recreational & Educational Elements Details

In support of the 90% Design Plan, the 60% H&H Report will be updated to include additional details and analyses commensurate with the 90% Design Drawings.

**Task 6.1: 90% Design Plans, Specifications and Cost Estimates** (Ph 3: 100%)

Burns & McDonnell shall provide the set of 90% drawings, specifications and engineering estimates cost in City Bid List Format to PWD for review and comment. Prior to submitting these materials for stakeholder input, Burns & McDonnell shall address City comments that are identify as needing incorporation for the stakeholder review. Remaining comments shall be addressed in the Final Design submittal. Response/comment matrix on the 90% design shall be provided. Burns & McDonnell shall provide a summary report on the sediment reductions achieved by the project for reporting in the updated WQIP. The design package contractor bid package shall be prepared by the City.

**Task 6.2: Final and Final Back Check Design Plans, Specifications and Cost Estimates** (Ph 3: 100%)

Burns & McDonnell shall provide the set of Final drawings, specifications and engineering cost estimates to PWD for review and comment. Burns & McDonnell shall address expected minimal City comments on the Final package and incorporate them into the Final Back-Check package. Substantive comments, edits and changes are not included in the current scope.

**Task 6.3 Design Review Meetings – City and Stakeholders** (Ph 3: 100%)

The design team shall meet (four meetings) with the City following the receipt of the 30%, 60%, 90% and final review comments to discuss the comments and how the team will address them in the subsequent submittal. Response to the comments shall be provided. The design team will coordinate with the City and meet with the stakeholders to present the 30% and 60% Design and to discuss the comments from the stakeholders and how they will be addressed in the 60% and 90% Design. The design team will coordinate with the City to meet with the stakeholders following the incorporation of City comments on the 90% to present the 90% and how comments were addressed by the stakeholders. As the stakeholders include LPLF, State Parks, Resource Agencies and Watershed Co-permittees, twelve stakeholder meetings are anticipated to address the comments and presentation of design submittals to these groups. The total meetings under this task is 16 meetings. The Burns & McDonnell project manager, restoration design lead, restoration biologist, civil design lead and/or stormwater management lead will attend the meetings (4-5 people). Burns & McDonnell will coordinate with the City to consolidate these meetings to the extent possible.

**Exclusion**

- Bid/Construction Support – Construction support is not included.

### **Task 7 Additional Services** (Ph 2: 86%. Ph 3: 14%)

Additional services may include but are not limited to additional technical studies, supplemental field investigations and surveys, and unforeseen design changes. These additional services shall be as requested and approved by the City, in writing.

**COMPENSATION AND FEE SCHEDULE**



Burns & McDonnell

Project Tasks	Total Hours	Labor	Expenses	Total Cost	Classification / Description	LABOR (HOURS)																				EXPENSES (DOLLARS)											
						Hourly Rates																				General Expenses	Misc	Meals & Lodging									
						Sr. Project Manager	Sr. Env Scientist (Nolan) Level 13	Dr. Assoc. Sci. (Nolan, Level 9)	MR (Level 11) Emily Robbins	Senior Civil Engineer - Weis	Senior Civil Engineer - Sauer, Walker (O)	Civil Engineer / Laura Drescher, Dwyer	Civil Engineer / Kelly Davis	Senior Civil Engineer (Restoration Plus)	Senior Civil Engineer / Scott Hunter (Exc)	Principal Ge. Design QA - Sauer, Molins	Senior Environmental Scientist	Sr. Associate Environmental Scientist	Associate Environmental Scientist	Junior Associate Environmental Scientist	Junior Environmental Scientist	Staff Scientist	Staff Graphics Artist	Restoration/Water Qual. Specialist (Paul)	Task Manager				Contract Administrator	Sr. Environmental Scientist (Gruber)	Senior Tech Editor						
						\$235	\$190	\$152	\$176	\$224	\$224	\$195	\$195	\$224	\$224	\$246	\$200	\$190	\$176	\$155	\$127	\$93	\$90	\$235	\$112	\$120	\$150	\$98				\$1	\$1	\$1			
<b>TASK 1 Project Management and Project Status Meetings</b>	<b>970</b>	<b>\$ 187,576</b>	<b>\$ -</b>	<b>\$ 187,576</b>		308	0	0	0	0	0	0	0	0	0	0	68	0	0	0	0	0	0	338	256	0	0	0	0	0	0	0	0	0	0		
Task 1.1 - Project Monthly Progress Report and Schedule Updates	560	\$ 107,900	\$ -	\$ 107,900		124	0	0	0	0	0	0	0	0	0	0	28	0	0	0	0	0	0	0	240	188	0	0	0	0	0	0	0	0			
Task 1.2 - Project Monthly Status Meetings	100	\$ 21,700	\$ -	\$ 21,700		80	0	0	0	0	0	0	0	0	0	0	40	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
Task 1.3 - Project Coordination City & Subcontractors	290	\$ 68,076	\$ -	\$ 68,076		124	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
<b>TASK 2 Concept Refinement -30% Design &amp; Field Investigations</b>	<b>404</b>	<b>\$ 83,524</b>	<b>\$ 3,091</b>	<b>\$ 86,615</b>		0	0	0	0	76	8	80	48	0	0	8	0	8	0	0	0	0	0	116	0	0	60	0	0	0	0	0	0	\$0	\$2,016	\$1,075	
Task 2.1 - Concept Refinement	72	\$ 16,384	\$ 1,030	\$ 16,394		0	0	0	0	0	0	0	0	0	0	0	0	8	0	0	0	0	0	36	0	12	0	0	0	0	0	0	0	0	\$0	\$0	\$358
Task 2.2 - Design Field Investigations	52	\$ 9,160	\$ -	\$ 9,160		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	36	0	0	0	0	0	0	0	0	\$0	\$0	\$0
Task 2.2.1 Engineering Survey & Utilities Map	4	\$ 940	\$ -	\$ 940		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Task 2.2.2 Groundwater Investigation	44	\$ 7,280	\$ -	\$ 7,280		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Task 2.2.3 Sediment Characterization & Management Assessment	0	\$ -	\$ -	\$ -		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Task 2.2.4 Tidal Studies & Hydrodynamic Modeling	4	\$ 940	\$ -	\$ 940		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Task 2.2.5 Mitigation Opportunities Assessment	0	\$ -	\$ -	\$ -		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Task 2.3 -30% Design Plans	280	\$ 59,000	\$ 2,061	\$ 61,061		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
<b>TASK 3 CEQA Documentation</b>	<b>781</b>	<b>\$ 141,220</b>	<b>\$ 2,240</b>	<b>\$ 143,460</b>		0	32	44	64	0	0	0	0	0	0	24	80	246	40	10	10	0	35	76	12	0	88	20	0	0	0	0	\$2,240	\$0	\$0		
Task 3.1 - Project-Specific EIR Analysis & Document	781	\$ 141,220	\$ 2,240	\$ 143,460		0	32	44	64	0	0	0	0	0	0	24	80	246	40	10	10	0	35	76	12	0	88	20	0	0	0	\$2,240	\$0	\$0			
Task 3.1.1 Administrative Draft Initial Study/Project Specific EIR	339	\$ 61,028	\$ -	\$ 61,028		0	0	0	0	0	0	0	0	0	0	24	80	68	40	10	10	0	35	52	12	0	8	20	0	0	0	0	0	0	0		
Task 3.1.2 Draft Project-Specific EIR	32	\$ 6,280	\$ -	\$ 6,280		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Task 3.1.3 Response to Comments	42	\$ 8,100	\$ -	\$ 8,100		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Task 3.1.4 Initial & Additional Meetings with Resource Agencies	16	\$ 3,400	\$ -	\$ 3,400		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Task 3.1.5 Technical Assessments & Reports for CEQA/NEPA	352	\$ 62,332	\$ 2,240	\$ 64,572		0	32	44	64	0	0	0	0	0	0	0	120	0	0	0	0	0	0	20	0	0	72	0	0	0	0	\$2,240	\$0	\$0			
3.1.5.1 Geology & Soils	4	\$ 940	\$ -	\$ 940		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
3.1.5.2 Noise	92	\$ 15,808	\$ 2,240	\$ 18,048		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
3.1.5.3 Construction Emissions Analysis	16	\$ -	\$ -	\$ -		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
3.1.5.4 Construction Traffic Analysis	16	\$ 3,040	\$ -	\$ 3,040		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
3.1.5.5 Hydrology & Water Quality Analysis	44	\$ 6,940	\$ -	\$ 6,940		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
3.1.5.6 Cultural & Paleontological Resources Assessment &	24	\$ 4,560	\$ -	\$ 4,560		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3.1.5.7 Cultural & Paleontological Resources Assessment &	24	\$ 4,560	\$ -	\$ 4,560		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3.1.5.8 Biological Resources Assessment & Technical Report	80	\$ 14,304	\$ -	\$ 14,304		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
3.1.5.9 Air Quality & Greenhouse Gas Emissions	80	\$ 14,304	\$ -	\$ 14,304		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
3.1.5.10 Alternative Analysis and Technical Report	68	\$ 12,160	\$ -	\$ 12,160		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
<b>TASK 4 60% Design - Phase 1</b>	<b>780</b>	<b>\$ 162,230</b>	<b>\$ 4,122</b>	<b>\$ 166,352</b>		0	0	0	0	160	15	320	92	41	0	12	0	44	0	0	0	0	0	84	12	0	0	0	0	0	0	\$0	\$2,688	\$1,434			
Task 4.1 H&H Assessment & Sediment Transport Modeling	24	\$ 5,840	\$ -	\$ 5,840		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Task 4.2 60% Design Plans, Specifications and Cost Estimates	756	\$ 156,390	\$ 4,122	\$ 160,512		0	0	0	0	160	15	320	92	41	0	12	0	44	0	0	0	0	0	84	12	0	0	0	0	0	0	\$2,688	\$1,434				
<b>TASK 5 Permit Applications</b>	<b>413</b>	<b>\$ 83,989</b>	<b>\$ -</b>	<b>\$ 83,989</b>		0	0	0	0	80	8	100	60	0	0	0	0	80	0	0	0	0	0	73	8	0	24	0	0	0	\$0	\$0	\$0	\$0	\$0		
Task 5.1 Permit Application Packages	106	\$ 21,404	\$ -	\$ 21,404		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Task 5.2 Functional Wetlands Assessment (CRAM)	0	\$ -	\$ -	\$ -		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Task 5.3 Habitat Mitigation & Monitoring Plan (HMMP)	4	\$ 1,034	\$ -	\$ 1,034		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Task 5.4 Operations & Maintenance Plan	288	\$ 59,234	\$ -	\$ 59,234		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Task 5.5 Property Owner Agreements	14	\$ 2,317	\$ -	\$ 2,317		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
<b>TASK 6 Engineering Design Plans &amp; Specifications</b>	<b>1391</b>	<b>\$ 290,615</b>	<b>\$ 6,182</b>	<b>\$ 296,797</b>		0	0	0	0	280	35	644	238	104	48	21	0	0	0	0	0																

ALLIED GEOTECHNICAL										UNIT	NUMBER	EXT.	TASK TOTAL
TASK NO	DESCRIPTION	PRINC.	SENIOR	PROJECT	STAFF	TECH	DRAFTING	CLERICAL & WP	UNIT	RATE	OF UNIT		
		\$175.00	\$150.00	\$120.00	\$100.00	\$88.00	\$75.00	\$63.00					
2.2.2	Information Review	6	6									\$ 1,950.00	\$ 1,950.00
2.2.2	Locate Piezometers and Anest with Permitting	8	24			4	4					\$ 5,552.00	\$ 5,552.00
	Subtotal of Task 2.2												\$ 7,502.00
	Borings, Installation of Piezometers and Monitoring											\$ 7,500.00	
2.2.2	Supervision of piezometers installation		90						lump			\$ 9,600.00	
2.2.3	Manual Excavation Subcontractor											\$ 6,000.00	
2.2.3	Supervision of borings		40						lump			\$ 500.00	
2.2.3	Expendable Field Supplies											\$ 600.00	
2.2.2	Initial Groundwater Level Measurements and Water Sampling		4										\$ 24,200.00
2.2.3	Laboratory Tests								test	\$ 165.00	36	\$ 5,940.00	
	Sieve & Hydrometer Analysis (ASTM D422)								test	\$ 110.00	36	\$ 3,960.00	
	Atterberg Limits (ASTM D4318)								test	\$ 15.00	18	\$ 270.00	
	Ground Water Salinity (EPA 120.15)								test	\$ 270.00	24	\$ 6,480.00	
	Time 22 Metals (TTLIC)								test	\$ 95.00	24	\$ 2,280.00	
	Hexavalent Chromium								test	\$ 600.00	24	\$ 14,400.00	
	Semi Volatile Organics Compound (EPA 8270C)								test	\$ 200.00	24	\$ 4,800.00	
	PCBs in Soil (EPA 8082/8084)								test	\$ 630.00	24	\$ 15,120.00	
	Herbicide/Pesticide								test	\$ 300.00	24	\$ 7,200.00	
	Aluminum Testing (refer to proposal text for details)								lump			\$ 300.00	
	Aluminum Samples Delivery Cost								lump			\$ 3,968.00	
	TOC/TC (solid phase 2 species & suspended particulate phase 3 species with reference)		16			16			test	\$ 16,000.00	1	\$ 16,000.00	
	Dot rental for bioassay reference site								lump	\$ 5,000.00	1	\$ 5,000.00	
	Subtotal of Task 2.4												\$ 85,716.00
2.2.2	Report Preparation	8	40	12			24	12				\$ 11,516.00	
	Draft Report	8	8					8				\$ 3,104.00	
	Final Report												\$ 14,620.00
	Subtotal of Task 2.5												\$ 14,620.00
2.2.3	Project Administration	2	2					2				\$ 776.00	
	Subtotal of Task 4												\$ 776.00
SUBTOTAL:													\$ 132,816.00
NOT TO EXCEED:													
Task 2.2 - Design Field Investigations				304	\$ 40,966.00	\$ 91,850.00	\$ 132,816.00						
2.2	Task 2.2.2 Groundwater Investigation			226	\$ 30,222.00	\$ -	\$ 30,222.00						
2.3	Task 2.2.3 Sediment Characterization & Management Assessment			78	\$ 10,744.00	\$ 91,850.00	\$ 102,594.00						

Task 2.2.3 Sediment Characterization				
Laboratory Tests				
Sieve & Hydrometer Analysis (ASTM D422)	test	\$ 165.00	36	\$ 5,940.00
Atterberg Limits (ASTM D4318)	test	\$ 110.00	36	\$ 3,960.00
Ground Water Salinity (EPA 120.15)	test	\$ 15.00	18	\$ 270.00
Time 22 Metals (TTLIC)	test	\$ 270.00	24	\$ 6,480.00
Hexavalent Chromium	test	\$ 95.00	24	\$ 2,280.00
Semi Volatile Organics Compound (EPA 8270C)	test	\$ 600.00	24	\$ 14,400.00
PCBs in Soil (EPA 8082/8084)	test	\$ 200.00	24	\$ 4,800.00
Herbicide/Pesticide	test	\$ 630.00	24	\$ 15,120.00
Aluminum Testing (refer to proposal text for details)	test	\$ 300.00	24	\$ 7,200.00
Aluminum Samples Delivery Cost	lump			\$ 300.00
Toxicity Testing (solid phase 2 species & suspended particulate phase 3 species with reference)	test	\$ 16,000.00	1	\$ 16,000.00
Dot rental for bioassay reference site	lump	\$ 5,000.00	1	\$ 5,000.00
Total				\$ 81,750.00



SUB-CONSULTANT DETAIL: *Blackhawk Environmental, Inc.*

Project Tasks	Total Hours	Labor	Expenses	Total Cost	Classification / Description →	LABOR (HOURS)					EXPENSES (DOLLARS)			
						Principal Biologist	Senior Biologist	Staff Biologist	Associate Biologist	GIS Analyst				
						\$110	\$100	\$89	\$83	\$110	\$150	\$1	\$1	\$1
<b>TASK 1 Project Management and Project Status Meetings</b>	0	\$ -	\$ -	\$ -		0	0	0	0	0	0	\$0	\$0	\$0
Task 1.1 - Project Monthly Progress Report and Schedule Updates	0	\$ -	\$ -	\$ -										
Task 1.2 - Project Monthly Status Meetings	0	\$ -	\$ -	\$ -										
<b>TASK 2 Concept Refinement -30% Design &amp; Field Investigations</b>	168	\$ 15,040	\$ -	\$ 15,040		0	8	160	0	0	0	\$0	\$0	\$0
Task 2.1 - Concept Refinement	0	\$ -	\$ -	\$ -										
Task 2.2 - Design Field Investigations	168	\$ 15,040	\$ -	\$ 15,040		0	8	160	0	0	0	\$0	\$0	\$0
Task 2.2.1 Engineering Survey & Utilities Map	0	\$ -	\$ -	\$ -										
Task 2.2.2 Groundwater Investigation	0	\$ -	\$ -	\$ -										
Task 2.2.4 Tidal Studies & Hydrodynamic Modeling	168	\$ 15,040	\$ -	\$ 15,040										
Task 2.3 - 30% Design Plans	0	\$ -	\$ -	\$ -										
<b>TASK 3 CEQA Documentation</b>	520	\$ 53,978	\$ -	\$ 53,978		289	108	102	0	21	0	\$0	\$0	\$0
Task 3.1 - Project-Specific EIR Analysis & Document	520	\$ 53,978	\$ -	\$ 53,978		289	108	102	0	21	0	\$0	\$0	\$0
Task 3.1.1 Administrative Draft Initial Study/Project Specific EIR	0	\$ -	\$ -	\$ -										
Task 3.1.2 Draft Project-Specific EIR	0	\$ -	\$ -	\$ -										
Task 3.1.3 Response to Comments	0	\$ -	\$ -	\$ -										
Task 3.1.4 Initial & Additional Meeting with Resource Agencies	0	\$ -	\$ -	\$ -										
Task 3.1.5 Technical Assessments & Reports for CEQA/NEPA	520	\$ 53,978	\$ -	\$ 53,978		289	108	102	0	21	0	\$0	\$0	\$0
3.1.5.1 Geology & Soils	0	\$ -	\$ -	\$ -										
3.1.5.2 Noise	0	\$ -	\$ -	\$ -										
3.1.5.3 Construction Emissions Analysis	0	\$ -	\$ -	\$ -										
3.1.5.5 Construction Traffic Analysis	0	\$ -	\$ -	\$ -										
3.1.5.6 Hydrology & Water Quality Analysis	0	\$ -	\$ -	\$ -										
3.1.5.7 Cultural & Paleontological Resources Assessment &	0	\$ -	\$ -	\$ -										
3.1.5.8 Biological Resources Assessment & Technical Report	520	\$ 53,978	\$ -	\$ 53,978										
3.1.5.8.a Literature Review	8	\$ 880	\$ -	\$ 880										
3.1.5.8.d Rare Plant Surveys & Report	312	\$ 31,778	\$ -	\$ 31,778		144	62	62		3				
3.1.5.8.f Jurisdictional Delineation Surveys & Report	108	\$ 11,880	\$ -	\$ 11,880		100				8				
3.1.5.8.g City of San Diego Biological Survey Report	92	\$ 9,440	\$ -	\$ 9,440		40	25	20		6				
3.1.5.9 Air Quality & Greenhouse Gas Emissions	0	\$ -	\$ -	\$ -										
3.1.5.10 Alternative Analysis and Technical Report	0	\$ -	\$ -	\$ -										
<b>TASK 4 60% Design - Phase 1</b>	0	\$ -	\$ -	\$ -		0	0	0	0	0	0	\$0	\$0	\$0
Task 4.1 H&H Assessment & Sediment Transport Modeling	0	\$ -	\$ -	\$ -										
Task 4.2 60% Design Plans, Specifications and Cost Estimates	0	\$ -	\$ -	\$ -										
<b>TASK 5 Permit Applications</b>	153	\$ 15,452	\$ -	\$ 15,452		50	80	14	9	0	0	\$0	\$0	\$0
Task 5.1 Permit Application Packages	0	\$ -	\$ -	\$ -										
Task 5.2 Functional Wetlands Assessment (CRAM)	153	\$ 15,452	\$ -	\$ 15,452		50	80	14	9	0	0			
Task 5.3 Habitat Mitigation & Monitoring Plan (HMMP)	0	\$ -	\$ -	\$ -										
Task 5.4 Operations & Maintenance Plan	0	\$ -	\$ -	\$ -										
Task 5.5 Property Owner Agreements	0	\$ -	\$ -	\$ -										
<b>TASK 6 Engineering Design Plans &amp; Specifications</b>	0	\$ -	\$ -	\$ -		0	0	0	0	0	0	\$0	\$0	\$0
Task 6.1 90% Design Plans, Specifications & Cost Estimates	0	\$ -	\$ -	\$ -										
Task 6.2 Final & Final Back Check Design Plans, Specifications & Cost Estir	0	\$ -	\$ -	\$ -										
Task 6.3 Design Review Meetings - City & Stakeholders	0	\$ -	\$ -	\$ -										
<b>TOTAL HOURS</b>	<b>841</b>					<b>339</b>	<b>196</b>	<b>276</b>	<b>9</b>	<b>21</b>	<b>0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>TOTAL LABOR COST</b>		<b>\$84,470</b>												
<b>TOTAL EXPENSES</b>		<b>\$0</b>												
<b>TOTAL COST</b>		<b>\$84,470</b>												
<b>ADDITIONAL SERVICES</b>	<b>338</b>	<b>\$ 33,544</b>	<b>\$ -</b>	<b>\$ 33,544</b>		<b>184</b>	<b>0</b>	<b>60</b>	<b>88</b>	<b>6</b>	<b>0</b>			
3.1.5.8.b Least Bell's Vireo Surveys & Report	158	\$ 15,022	\$ -	\$ 15,022		62		30	64	2				
3.1.5.8.c California Gnatcatcher Surveys & Report	78	\$ 7,302	\$ -	\$ 7,302		22		30	24	2				
3.1.5.8.e Ridgway's Rail/Savannah Sparrow Surveys & Report	102	\$ 11,220	\$ -	\$ 11,220		100				2				

**SUB-CONSULTANT DETAIL: *Chen Ryan Associates***

Project Tasks	Total Hours	Labor	Expenses	Total Cost
<b>TASK 1 Project Management and Project Status Meetings</b>	0	\$ -	\$ -	\$ -
Task 1.1 - Project Monthly Progress Report and Schedule Updates	0	\$ -	\$ -	\$ -
Task 1.2 - Project Monthly Status Meetings	0	\$ -	\$ -	\$ -
<b>TASK 2 Concept Refinement - 30% Design &amp; Field Investigations</b>	0	\$ -	\$ -	\$ -
Task 2.1 - Concept Refinement	0	\$ -	\$ -	\$ -
Task 2.2 - Design Field Investigations	0	\$ -	\$ -	\$ -
Task 2.2.1 Engineering Survey & Utilities Map	0	\$ -	\$ -	\$ -
Task 2.2.2 Groundwater Investigation	0	\$ -	\$ -	\$ -
Task 2.2.4 Tidal Studies & Hydrodynamic Modeling	0	\$ -	\$ -	\$ -
Task 2.3 - 30% Design Plans	0	\$ -	\$ -	\$ -
<b>TASK 3 CEQA Documentation</b>	240	\$ 27,360	\$ 12,790	\$ 40,150
Task 3.1 - Project-Specific EIR Analysis & Document	240	\$ 27,360	\$ 12,790	\$ 40,150
Task 3.1.1 Administrative Draft Initial Study/Project Specific EIR	0	\$ -	\$ -	\$ -
Task 3.1.2 Draft Project-Specific EIR	0	\$ -	\$ -	\$ -
Task 3.1.3 Resoonse to Comments	0	\$ -	\$ -	\$ -
Task 3.1.4 Initial & Additional Meeting with Resource Agencies	240	\$ 27,360	\$ 12,790	\$ 40,150
Task 3.1.5 Technical Assessments & Reports for CEQA/NEPA	0	\$ -	\$ -	\$ -
3.1.5.1 Geolooov & Soils	0	\$ -	\$ -	\$ -
3.1.5.2 Noise	0	\$ -	\$ -	\$ -
3.1.5.3 Construction Emissions Analysis	0	\$ -	\$ -	\$ -
3.1.5.5 Construction Traffic Analysis	240	\$ 27,360	\$ 12,790	\$ 40,150
3.1.5.5 Traffic Analysis 1	48	\$ 5,690	\$ 1,100	\$ 6,790
3.1.5.5 Traffic Analysis (Optional)	68	\$ 8,210	\$ 9,400	\$ 17,610
3.1.5.5 Construction Traffic Analysis 1	124	\$ 13,460	\$ 2,280	\$ 15,740
3.1.5.6 Hydroloov & Water Quality Analysis	0	\$ -	\$ -	\$ -
3.1.5.7 Cultural & Paleotoloical Resources Assessment &	0	\$ -	\$ -	\$ -
3.1.5.8 Biological Resources Assessment & Technical Report	0	\$ -	\$ -	\$ -
3.1.5.9 Air Quality & Greenhouse Gas Emissions	0	\$ -	\$ -	\$ -
3.1.5.10 Alterranve Analysis and Technical Report	0	\$ -	\$ -	\$ -
<b>TASK 4 60% Design - Phase 1</b>	0	\$ -	\$ -	\$ -
Task 4.1 H&H Assesment & Sediment Transport Modeling	0	\$ -	\$ -	\$ -
Task 4.2 60% Design Plans, Specifications and Cost Estimates	0	\$ -	\$ -	\$ -
<b>TASK 5 Permit Applications</b>	0	\$ -	\$ -	\$ -
Task 5.1 Permit Application Packages	0	\$ -	\$ -	\$ -
Task 5.2 Functional Wetlands Assessment (CRAM)	0	\$ -	\$ -	\$ -
Task 5.3 Habitat Mitigation & Monitoring Plan (HMMP)	0	\$ -	\$ -	\$ -
Task 5.4 Operations & Maintenance Plan	0	\$ -	\$ -	\$ -
Task 5.5 Property Owner Agreements	0	\$ -	\$ -	\$ -
<b>TASK 6 Engineering Design Plans &amp; Specifications</b>	0	\$ -	\$ -	\$ -
Task 6.1 90% Design Plans, Specifications & Cost Estimates	0	\$ -	\$ -	\$ -
Task 6.2 Final & Final Back Check Design Plans, Specifications & Cost Estim	0	\$ -	\$ -	\$ -
Task 6.3 Design Review Meetings - City & Stakeholders	0	\$ -	\$ -	\$ -
<b>TOTAL HOURS</b>	240			
<b>TOTAL LABOR COST</b>		\$27,360		
<b>TOTAL EXPENSES</b>			\$12,790	
<b>TOTAL COST</b>				\$40,150

Classification / Description

Hourly Rates ->

LABOR (HOURS)				EXPENSES (DOLLARS)					
Principal in Charge	Senior Traffic Engineer	Traffic Engineer	Intern	Intersection Counts	Roadway Counts	Reproduction	SANDAG Model Run		
\$240	\$145	\$105	\$60	\$1	\$1	\$1	\$1	\$1	\$1
0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0
0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0
18	54	114	54	\$3,000	\$1,190	\$600	\$8,000	\$0	\$0
18	54	114	54	\$3,000	\$1,190	\$600	\$8,000	\$0	\$0
4	14	20	10	\$600	\$300	\$200			
6	20	30	12	\$800	\$400	\$200	\$8,000		
8	20	64	32	\$1,600	\$490	\$200			
0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0
0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0
0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0
0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0
18	54	114	54	\$3,000	\$1,190	\$600	\$8,000	\$0	\$0

**City Works**

Project Tasks	Total Hours	Labor	Expenses	Total Cost	Classification / Description →	LABOR (HOURS)		PENSES (DOLLAR)	
						Public Outreach Specialist			
							\$150	\$1	\$1
					Hourly Rates →				
<b>TASK 1 Project Management and Project Status Meetings</b>	0	\$ -	\$ -	\$ -		0	0	0	\$0
Task 1.1 - Project Monthly Progress Report and Schedule Updates	0	\$ -	\$ -	\$ -					
Task 1.2 - Project Monthly Status Meetings	0	\$ -	\$ -	\$ -					
<b>TASK 2 Concept Refinement -30% Design &amp; Field Investigations</b>	0	\$ -	\$ -	\$ -		0	0	0	\$0
Task 2.1 - Concept Refinement	0	\$ -	\$ -	\$ -					
Task 2.2 - Design Field Investigations	0	\$ -	\$ -	\$ -		0	0	0	\$0
Task 2.2.1 Engineering Survey & Utilities Map	0	\$ -	\$ -	\$ -					
Task 2.2.2 Groundwater Investigation	0	\$ -	\$ -	\$ -					
Task 2.2.4 Tidal Studies & Hydrodynamic Modeling	0	\$ -	\$ -	\$ -					
Task 2.3 - 30% Design Plans	0	\$ -	\$ -	\$ -					
<b>TASK 3 CEQA Documentation</b>	280	\$ 42,000	\$ 1,200	\$ 43,200		280	0	0	\$1,200
Task 3.1 - Project-Specific EIR Analysis & Document	280	\$ 42,000	\$ 1,200	\$ 43,200		280	0	0	\$1,200
Task 3.1.1 Administrative Draft Initial Study/Project Specific EIR	100	\$ 15,000	\$ 1,200	\$ 16,200		100			\$1,200
Task 3.1.2 Draft Project-Specific EIR	60	\$ 9,000	\$ -	\$ 9,000		60			
Task 3.1.3 Response to Comments	60	\$ 9,000	\$ -	\$ 9,000		60			
Task 3.1.4 Initial & Additional Meeting with Resource Agencies	60	\$ 9,000	\$ -	\$ 9,000		60			
Task 3.1.5 Technical Assessments & Reports for CEQA/NEPA	0	\$ -	\$ -	\$ -		0	0	0	\$0
3.1.5.1 Geology & Soils	0	\$ -	\$ -	\$ -					
3.1.5.2 Noise	0	\$ -	\$ -	\$ -					
3.1.5.3 Construction Emissions Analysis	0	\$ -	\$ -	\$ -					
3.1.5.5 Construction Traffic Analysis	0	\$ -	\$ -	\$ -					
3.1.5.6 Hydrology & Water Quality Analysis	0	\$ -	\$ -	\$ -					
3.1.5.7 Cultural & Paleontological Resources Assessment &	0	\$ -	\$ -	\$ -					
3.1.5.8 Biological Resources Assessment & Technical Report	0	\$ -	\$ -	\$ -					
3.1.5.9 Air Quality & Greenhouse Gas Emissions	0	\$ -	\$ -	\$ -					
3.1.5.10 Alternative Analysis and Technical Report	0	\$ -	\$ -	\$ -					
<b>TASK 4 60% Design - Phase 1</b>	0	\$ -	\$ -	\$ -		0	0	0	\$0
Task 4.1 H&H Assessment & Sediment Transport Modeling	0	\$ -	\$ -	\$ -					
Task 4.2 60% Design Plans, Specifications and Cost Estimates	0	\$ -	\$ -	\$ -					
<b>TASK 5 Permit Applications</b>	0	\$ -	\$ -	\$ -		0	0	0	\$0
Task 5.1 Permit Application Packages	0	\$ -	\$ -	\$ -					
Task 5.2 Functional Wetlands Assessment (CRAM)	0	\$ -	\$ -	\$ -					
Task 5.3 Habitat Mitigation & Monitoring Plan (HMMP)	0	\$ -	\$ -	\$ -					
Task 5.4 Operations & Maintenance Plan	0	\$ -	\$ -	\$ -					
Task 5.5 Property Owner Agreements	0	\$ -	\$ -	\$ -					
<b>TASK 6 Engineering Design Plans &amp; Specifications</b>	0	\$ -	\$ -	\$ -		0	0	0	\$0
Task 6.1 90% Design Plans, Specifications & Cost Estimates	0	\$ -	\$ -	\$ -					
Task 6.2 Final & Final Back Check Design Plans, Specifications & Cost Estimates	0	\$ -	\$ -	\$ -					
Task 6.3 Design Review Meetings - City & Stakeholders	0	\$ -	\$ -	\$ -					
<b>TOTAL HOURS</b>	280					280	0	0	\$1,200
<b>TOTAL LABOR COST</b>		\$42,000							
<b>TOTAL EXPENSES</b>			\$1,200						
<b>TOTAL COST</b>			\$43,200						

**CWE**

Classification / Description →

Project Tasks	Total Hours	Labor	Expenses	Total Cost	LABOR (HOURS)		EXPENSES (DOLLARS)			
					Senior Civil Engineer	Civil Engineer				
					\$224	\$195		\$1	\$1	\$1
					Hourly Rates →					
<b>TASK 1 Project Management and Project Status Meetings</b>	0	\$ -	\$ -	\$ -	0	0	0	\$0	\$0	\$0
Task 1.1 - Project Monthly Progress Report and Schedule Updates	0	\$ -	\$ -	\$ -						
Task 1.2 - Project Monthly Status Meetings	0	\$ -	\$ -	\$ -						
<b>TASK 2 Concept Refinement -30% Design &amp; Field Investigations</b>	232	\$ 47,908	\$ -	\$ 47,908	92	140	0	\$0	\$0	\$0
Task 2.1 - Concept Refinement	0	\$ -	\$ -	\$ -						
Task 2.2 - Design Field Investigations	0	\$ -	\$ -	\$ -	0	0	0	\$0	\$0	\$0
Task 2.2.1 Engineering Survey & Utilities Map	0	\$ -	\$ -	\$ -						
Task 2.2.2 Groundwater Investigation	0	\$ -	\$ -	\$ -						
Task 2.2.4 Tidal Studies & Hydrodynamic Modeling	0	\$ -	\$ -	\$ -						
Task 2.3 - 30% Design Plans	232	\$ 47,908	\$ -	\$ 47,908	92	140	0	\$0	\$0	\$0
<b>TASK 3 CEQA Documentation</b>	0	\$ -	\$ -	\$ -	0	0	0	\$0	\$0	\$0
Task 3.1 - Project-Specific EIR Analysis & Document	0	\$ -	\$ -	\$ -	0	0	0	\$0	\$0	\$0
Task 3.1.1 Administrative Draft Initial Study/Project Specific EIR	0	\$ -	\$ -	\$ -						
Task 3.1.2 Draft Project-Specific EIR	0	\$ -	\$ -	\$ -						
Task 3.1.3 Response to Comments	0	\$ -	\$ -	\$ -						
Task 3.1.4 Initial & Additional Meetings with Resource Agencies	0	\$ -	\$ -	\$ -						
Task 3.1.5 Technical Assessments & Reports for CEQA/NEPA	0	\$ -	\$ -	\$ -	0	0	0	\$0	\$0	\$0
3.1.5.1 Geology & Soils	0	\$ -	\$ -	\$ -						
3.1.5.2 Noise	0	\$ -	\$ -	\$ -						
3.1.5.3 Construction Emissions Analysis	0	\$ -	\$ -	\$ -						
3.1.5.5 Construction Traffic Analysis	0	\$ -	\$ -	\$ -						
3.1.5.6 Hydrology & Water Quality Analysis	0	\$ -	\$ -	\$ -						
3.1.5.7 Cultural & Paleontological Resources Assessment &	0	\$ -	\$ -	\$ -						
3.1.5.8 Biological Resources Assessment & Technical Report	0	\$ -	\$ -	\$ -						
3.1.5.9 Air Quality & Greenhouse Gas Emissions	0	\$ -	\$ -	\$ -						
3.1.5.10 Alternative Analysis and Technical Report	0	\$ -	\$ -	\$ -						
<b>TASK 4 60% Design - Phase 1</b>	120	\$ 24,560	\$ -	\$ 24,560	40	80	0	\$0	\$0	\$0
Task 4.1 H&H Assessment & Sediment Transport Modeling	0	\$ -	\$ -	\$ -						
Task 4.2 60% Design Plans, Specifications and Cost Estimates	120	\$ 24,560	\$ -	\$ 24,560	40	80	0	\$0	\$0	\$0
<b>TASK 5 Permit Applications</b>	0	\$ -	\$ -	\$ -	0	0	0	\$0	\$0	\$0
Task 5.1 Permit Application Packages	0	\$ -	\$ -	\$ -						
Task 5.2 Functional Wetlands Assessment (CRAM)	0	\$ -	\$ -	\$ -						
Task 5.3 Habitat Mitigation & Monitoring Plan (HMMP)	0	\$ -	\$ -	\$ -						
Task 5.4 Operations & Maintenance Plan	0	\$ -	\$ -	\$ -						
Task 5.5 Property Owner Agreements	0	\$ -	\$ -	\$ -						
<b>TASK 6 Engineering Design Plans &amp; Specifications</b>	64	\$ 13,176	\$ -	\$ 13,176	24	40	0	\$0	\$0	\$0
Task 6.1 90% Design Plans, Specifications & Cost Estimates	64	\$ 13,176	\$ -	\$ 13,176	24	40	0	\$0	\$0	\$0
Task 6.2 Final & Final Back Check Design Plans, Specifications & Cost Estimates	0	\$ -	\$ -	\$ -						
Task 6.3 Design Review Meetings - City & Stakeholders	0	\$ -	\$ -	\$ -						
<b>TOTAL HOURS</b>				416	156	260	0	\$0	\$0	\$0
<b>TOTAL LABOR COST</b>				\$85,644						
<b>TOTAL EXPENSES</b>				\$0						
<b>TOTAL COST</b>				\$85,644						

**SUB-CONSULTANT DETAIL: DUDEK**

Project Tasks	Total Hours	Labor	Expenses	Total Cost
<b>TASK 1 Project Management and Project Status Meetings</b>	0	\$ -	\$ -	\$ -
Task 1.1 - Project Monthly Progress Report and Schedule Updates	0	\$ -	\$ -	\$ -
Task 1.2 - Project Monthly Status Meetings	0	\$ -	\$ -	\$ -
<b>TASK 2 Concept Refinement -30% Design &amp; Field Investigations</b>	124	\$ 23,820	\$ 139	\$ 23,959
Task 2.1 - Concept Refinement	20	\$ 5,000	\$ -	\$ 5,000
Task 2.2 - Design Field Investigations	88	\$ 14,820	\$ 139	\$ 14,959
Task 2.2.1 Engineering Survey & Utilities Map	0	\$ -	\$ -	\$ -
Task 2.2.2 Groundwater Investigation	0	\$ -	\$ -	\$ -
Task 2.2.3 Sediment Characterization & Management Assessment	0	\$ -	\$ -	\$ -
Task 2.2.4 Tidal Studies & Hydrodynamic Modeling	0	\$ -	\$ -	\$ -
Task 2.2.5 Mitigation Opportunities Assessment	88	\$ 14,820	\$ 139	\$ 14,959
Task 2.3 - 30% Design Plans	16	\$ 4,000	\$ -	\$ 4,000
<b>TASK 3 CEOA Documentation</b>	2575	\$ 397,980	\$ 6,750	\$ 404,730
Task 3.1 - Project-Specific EIR Analysis & Document	2575	\$ 397,980	\$ 6,750	\$ 404,730
Task 3.1.1 Administrative Draft Initial Study/Project Specific EIR	1105	\$ 170,470	\$ 1,750	\$ 172,220
Task 3.1.2 Draft Project-Specific EIR	490	\$ 74,080	\$ 750	\$ 74,830
Task 3.1.3 Response to Comments	322	\$ 53,280	\$ 500	\$ 53,780
Task 3.1.4 Initial & Additional Meeting with Resource Agencies	76	\$ 15,300	\$ 500	\$ 15,800
Task 3.1.5 Technical Assessments & Reports for CEOA/NEPA	582	\$ 84,850	\$ 3,250	\$ 88,100
3.1.5.1 Geology & Soils	0	\$ -	\$ -	\$ -
3.1.5.2 Noise	0	\$ -	\$ -	\$ -
3.1.5.3 Construction Emissions Analysis	0	\$ -	\$ -	\$ -
3.1.5.4 Construction Traffic Analysis	0	\$ -	\$ -	\$ -
3.1.5.5 Hydrology & Water Quality Analysis	0	\$ -	\$ -	\$ -
3.1.5.6 Cultural & Paleontological Resources Assessment &	258	\$ 31,350	\$ 2,750	\$ 34,100
3.1.5.7 Biological Resources Assessment & Technical Report	158	\$ 18,200	\$ 500	\$ 18,700
3.1.5.8 Air Quality & Greenhouse Gas Emissions	0	\$ -	\$ -	\$ -
3.1.5.9 Air Quality & Greenhouse Gas Emissions	0	\$ -	\$ -	\$ -
3.1.5.10 Alternative Analysis and Technical Report	216	\$ 35,300	\$ -	\$ 35,300
<b>TASK 4 60% Design - Phase 1</b>	266	\$ 61,290	\$ 1,500	\$ 62,790
Task 4.1 H&H Assessment & Sediment Transport Modeling	0	\$ -	\$ -	\$ -
Task 4.2 60% Design Plans, Specifications and Cost Estimates	266	\$ 61,290	\$ 1,500	\$ 62,790
<b>TASK 5 Permit Applications</b>	1378	\$ 240,745	\$ 500	\$ 241,245
Task 5.1 Permit Application Packages	1038	\$ 178,400	\$ 500	\$ 178,900
Task 5.2 Functional Wetlands Assessment (CRAM)	10	\$ 1,545	\$ -	\$ 1,545
Task 5.3 Habitat Mitigation & Monitoring Plan (HMMP)	210	\$ 34,400	\$ -	\$ 34,400
Task 5.4 Operations & Maintenance Plan	120	\$ 26,400	\$ -	\$ 26,400
Task 5.5 Property Owner Agreements	0	\$ -	\$ -	\$ -
<b>TASK 6 Engineering Design Plans &amp; Specifications</b>	178	\$ 33,300	\$ 1,000	\$ 34,300
Task 6.1 90% Design Plans, Specifications & Cost Estimates	178	\$ 33,300	\$ 1,000	\$ 34,300
Task 6.2 Final & Final Back Check Design Plans, Specifications & Cost Estm	0	\$ -	\$ -	\$ -
Task 6.3 Design Review Meetings - City & Stakeholders	0	\$ -	\$ -	\$ -
<b>TOTAL HOURS</b>				4,621
<b>TOTAL LABOR COST</b>				\$747,135
<b>TOTAL EXPENSES</b>				\$9,889
<b>TOTAL COST</b>				\$757,024

Classification / Description ->

Hourly Rates ->

Project Director	LABOR (HOURS)																EXPENSES (DOLLARS)		
	S230	S235	S225	S205	S185	S175	S165	S150	S135	S125	S105	S100	S245	S245	S100	S150		S150	S95
576	0	24	0	496	402	318	261	494	192	665	459		28	28	150	197	206	2	\$1
0	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0	\$0
60	0	0	0	0	0	28	0	0	0	0	0		0	0	0	12	0	0	\$139
24	0	0	0	0	0	0	28	0	0	0	0		0	0	0	12	0	0	\$139
24							28						24			12			\$139
226	0	24	0	116	48	218	184	434	192	325	399		28	28	106	119	128	0	\$6,750
226	0	24	0	116	48	218	184	434	192	325	399		28	28	106	119	128	0	\$6,750
80	12		24	32	78	100	280	40	125	125		12	12	60	45	80			\$1,750
32	8		24	8	20	40	80	16	80	80		8	8	32	20	24			\$750
40	4		24	8	36	12	84	8	40	40		8	8	12	4	16			\$500
32			4		32											8			\$500
42	0	0	0	40	0	84	0	0	128	80	154		0	0	2	44	8	0	\$3,250
8					4			88		154						4			\$2,750
4				40				40								24			\$500
30					80				80						2	16	8		
32	0	0	0	234	0	0	0	0	0	0	0		0	0	0	0	0	0	\$1,500
32					234														\$1,500
240	0	0	0	380	0	100	9	60	0	340	60		0	0	44	66	78	2	\$500
140				300		100			340						38	50	72		\$500
40						8.5												1.5	
60							60		60						8	16	8		
18	0	0	0	0	120	0	40	0	0	0	0		0	0	0	0	0	0	\$1,000
18					120		40												\$1,000
576	0	24	0	496	402	318	261	494	192	665	459		28	28	150	197	206	2	\$9,889









**SUB-CONSULTANT DETAIL: Rick Engineering Company**

Project Tasks	Total Hours	Labor	Expenses	Total Cost
<b>TASK 1 Project Management and Project Status Meetings</b>	78	\$ 14,940	\$ -	\$ 14,940
Task 1.1 - Project Monthly Progress Report and Schedule Updates	0	\$ -	\$ -	\$ -
Task 1.2 - Project Monthly Status Meetings	78	\$ 14,940	\$ -	\$ 14,940
Task 1.2.1 - Project Coordination and Plan Development Meetings	78	\$ 14,940	\$ -	\$ 14,940
<b>TASK 2 Concept Refinement -30% Design &amp; Field Investigations</b>	1069	\$ 184,956	\$ 750	\$ 185,706
Task 2.1 - Concept Refinement	900	\$ 77,790	\$ -	\$ 77,790
Task 2.1.1 - Base Map/Ortho and Utility Research (RICK)	85	\$ 12,405	\$ -	\$ 12,405
Task 2.1.2 Refine Floodplain Enhancements (RICK)	193	\$ 30,115	\$ -	\$ 30,115
Task 2.1.3 Refine Storm Drain Enhancements (RICK)	222	\$ 35,270	\$ -	\$ 35,270
Task 2.2 - Design Field Investigations	24	\$ 4,426	\$ -	\$ 4,426
Task 2.2.1 Engineering Survey & Utilities Map	24	\$ 4,426	\$ -	\$ 4,426
Task 2.2.2 Groundwater Investigation	0	\$ -	\$ -	\$ -
Task 2.2.4 Total Studies & Hydrodynamic Modeling	0	\$ -	\$ -	\$ -
Task 2.3 - 30% Design Plans	545	\$ 82,740	\$ 750	\$ 83,490
Task 2.3.1 Base Map/Ortho and Utility Refinement (RICK)	41	\$ 5,685	\$ -	\$ 5,685
Task 2.3.2 Civil Plan Preparation (RICK)	283	\$ 41,700	\$ 500	\$ 42,200
Task 2.3.3 30% H&H Report (RICK)	221	\$ 35,355	\$ 250	\$ 35,605
<b>TASK 3 CEQA Documentation</b>	85	\$ 13,880	\$ -	\$ 13,880
Task 3.1 - Project-Specific EIR Analysis & Document	85	\$ 13,880	\$ -	\$ 13,880
Task 3.1.1 Administrative Draft Initial Study/Project Specific EIR	0	\$ -	\$ -	\$ -
Task 3.1.2 Draft Project-Specific EIR	0	\$ -	\$ -	\$ -
Task 3.1.3 Response to Comments	0	\$ -	\$ -	\$ -
Task 3.1.4 Initial & Additional Meeting with Resource Agencies	0	\$ -	\$ -	\$ -
Task 3.1.5 Technical Assessments & Reports for CEQA/NEPA	85	\$ 13,880	\$ -	\$ 13,880
3.1.5.1 Geology & Soils	0	\$ -	\$ -	\$ -
3.1.5.2 Noise	0	\$ -	\$ -	\$ -
3.1.5.3 Construction Emissions Analysis	0	\$ -	\$ -	\$ -
3.1.5.4 Construction Traffic Analysis	0	\$ -	\$ -	\$ -
3.1.5.5 Hydrology & Water Quality Analysis	0	\$ -	\$ -	\$ -
3.1.5.6 Hydrology & Water Quality Analysis	0	\$ -	\$ -	\$ -
3.1.5.7 Cultural & Paleontological Resources Assessment & Technical Report	85	\$ 13,880	\$ -	\$ 13,880
3.1.5.8 Biological Resources Assessment & Technical Report	0	\$ -	\$ -	\$ -
3.1.5.9 Air Quality & Greenhouse Gas Emissions	0	\$ -	\$ -	\$ -
3.1.5.10 Alternative Analysis and Technical Report	0	\$ -	\$ -	\$ -
<b>TASK 4 60% Design - Phase 1</b>	1,257	\$ 194,355	\$ 1,500	\$ 195,855
Task 4.1 H&H Assessment & Sediment Transport Modeling	239	\$ 38,200	\$ -	\$ 38,200
Task 4.1.1 Sediment Transport Analysis (RICK)	239	\$ 38,200	\$ -	\$ 38,200
Task 4.2 60% Design Plans, Specifications and Cost Estimates	1018	\$ 156,155	\$ 1,500	\$ 157,655
Task 4.2.1 Civil Design Plans Phase 1A and Storm Drain (RICK)	510	\$ 75,350	\$ 500	\$ 75,850
Task 4.2.2 Special Provisions and Quantity Takeoff (RICK)	23	\$ 3,515	\$ 250	\$ 3,765
Task 4.2.3 No-Rise Analysis (RICK)	261	\$ 41,695	\$ 100	\$ 41,795
Task 4.2.4 60% H&H Report (RICK)	102	\$ 16,325	\$ 250	\$ 16,575
Task 4.2.5 CLOMR (RICK)	122	\$ 19,270	\$ 400	\$ 19,670
<b>TASK 5 Permit Applications</b>	0	\$ -	\$ -	\$ -
Task 5.1 Permit Application Packages	0	\$ -	\$ -	\$ -
Task 5.2 Functional Wetlands Assessment (CRAM)	0	\$ -	\$ -	\$ -
Task 5.3 Habitat Mitigation & Monitoring Plan (HMMP)	0	\$ -	\$ -	\$ -
Task 5.4 Operations & Maintenance Plan	0	\$ -	\$ -	\$ -
Task 5.5 Property Owner Agreements	0	\$ -	\$ -	\$ -
<b>TASK 6 Engineering Design Plans &amp; Specifications</b>	944	\$ 147,930	\$ 3,400	\$ 151,330
Task 6.1 90% Design Plans, Specifications & Cost Estimates	450	\$ 69,490	\$ -	\$ 69,490
Task 6.1.1 Civil Design Plans Phase 1A and Storm Drain (RICK)	380	\$ 56,880	\$ -	\$ 56,880
Task 6.1.2 Special Provisions and Quantity Takeoff (RICK)	70	\$ 11,810	\$ -	\$ 11,810
Task 6.2 Final & Final Back Check Design Plans, Specifications & Cost Estm	390	\$ 61,480	\$ 3,400	\$ 64,880
Task 6.2.1 Civil Design Plans Phase 1A and Storm Drain (RICK)	194	\$ 30,140	\$ 3,100	\$ 33,240
Task 6.2.2 Special Provisions and Quantity Takeoff (RICK)	30	\$ 5,410	\$ -	\$ 5,410
Task 6.2.3 Final Back Check Phase 1A Final Bid Document Revisions (RICK)	108	\$ 16,640	\$ -	\$ 16,640
Task 6.2.4 90% and Final H&H Report (RICK)	58	\$ 9,290	\$ 300	\$ 9,590
Task 6.3 Design Review Meetings - City & Stakeholders	104	\$ 17,860	\$ -	\$ 17,860
Task 6.3.1 Design Review Meetings (RICK)	104	\$ 17,860	\$ -	\$ 17,860
<b>TOTAL HOURS</b>	<b>3,433</b>			
<b>TOTAL LABOR COST</b>				<b>\$535,961</b>
<b>TOTAL EXPENSES</b>				<b>\$5,650</b>
<b>TOTAL COST</b>				<b>\$541,611</b>

Classification / Description →

Hourly Rates →

LABOR (HOURS)																	EXPENSES (DOLLARS)				
Staff Position Category	Associate Principal	Associate	Principal PA/PE	Associate PA/PE	Assistant PE/PM	Principal Engineering Designer	Associate Engineering Designer	Assistant Engineering Designer	Survey Party Chief	Surveyor Assistant/ Rodman	Third Man Crew	Principal Survey Analyst	Associate Survey Analyst	Principal Photogrammetrist	Plans and Reports	NCTD/MIS Diagram	CLOMR Application Fee				
\$150	\$243	\$215	\$190	\$175	\$160	\$140	\$130	\$115	\$173	\$165	\$164	\$175	\$135	\$125	\$150	\$150	\$150	\$1	\$1	\$1	\$1
0	24	0	30	0	0	24	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
0	32	12	65	0	99	100	245	0	8	8	0	0	0	0	0	0	0	\$750	\$0	\$0	\$0
0	8	0	0	0	0	0	0	0	8	8	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
0	32	4	65	0	99	100	245	0	0	0	0	0	0	0	0	0	0	\$750	\$0	\$0	\$0
0	8	0	26	0	0	35	16	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
0	8	0	26	0	0	35	16	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
0	166	24	402	0	348	620	954	0	0	0	0	0	0	0	0	0	0	\$1,500	\$0	\$0	\$0
0	16	0	70	0	0	109	44	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
0	67	12	131	0	174	201	433	0	0	0	0	0	0	0	0	0	0	\$1,500	\$0	\$0	\$0
0	192	44	88	0	740	128	802	0	0	0	0	0	0	0	0	0	0	\$3,400	\$0	\$0	\$0
0	54	12	35	0	178	51	166	0	0	0	0	0	0	0	0	0	0	\$3,400	\$0	\$0	\$0
0	20	0	18	0	24	24	18	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
0	422	80	611	0	1187	905	2017	0	8	8	0	0	0	0	0	0	0	\$5,650	\$0	\$0	\$0



O'Day Consultants Inc.

Project Tasks	Total Hours	Labor	Expenses	Total Cost	Classification / Description →	LABOR (HOURS)		EXPENSES (DOLLARS)		
						Survey Term				
Hourly Rates →										
<b>TASK 1 Project Management and Project Status Meetings</b>	0	\$ -	\$ -	\$ -		0	0	\$0	\$0	\$0
Task 1.1 - Project Monthly Progress Report and Schedule Updates	0	\$ -	\$ -	\$ -						
Task 1.2 - Project Monthly Status Meetings	0	\$ -	\$ -	\$ -						
<b>TASK 2 Concept Refinement -30% Design &amp; Field Investigations</b>	72	\$ 14,400	\$ 3,957	\$ 18,357		72	0	\$3,957	\$0	\$0
Task 2.1 - Concept Refinement	0	\$ -	\$ -	\$ -						
Task 2.2 - Design Field Investigations	72	\$ 14,400	\$ 3,957	\$ 18,357		72	0	\$3,957	\$0	\$0
Task 2.2.1 Engineering Survey & Utilities Map	72	\$ 14,400	\$ 3,957	\$ 18,357		72		\$3,957		
Task 2.2.2 Groundwater Investigation	0	\$ -	\$ -	\$ -						
Task 2.2.4 Tidal Studies & Hydrodynamic Modeling	0	\$ -	\$ -	\$ -						
Task 2.3 - 30% Design Plans	0	\$ -	\$ -	\$ -						
<b>TASK 3 CEQA Documentation</b>	0	\$ -	\$ -	\$ -		0	0	\$0	\$0	\$0
Task 3.1 - Project-Specific EIR Analysis & Document	0	\$ -	\$ -	\$ -		0	0	\$0	\$0	\$0
Task 3.1.1 Administrative Draft Initial Study/Project Specific EIR	0	\$ -	\$ -	\$ -						
Task 3.1.2 Draft Project-Specific EIR	0	\$ -	\$ -	\$ -						
Task 3.1.3 Response to Comments	0	\$ -	\$ -	\$ -						
Task 3.1.4 Initial & Additional Meeting with Resource Agencies	0	\$ -	\$ -	\$ -						
Task 3.1.5 Technical Assessments & Reports for CEQA/NEPA	0	\$ -	\$ -	\$ -		0	0	\$0	\$0	\$0
3.1.5.1 Geology & Soils	0	\$ -	\$ -	\$ -						
3.1.5.2 Noise	0	\$ -	\$ -	\$ -						
3.1.5.3 Construction Emissions Analysis	0	\$ -	\$ -	\$ -						
3.1.5.5 Construction Traffic Analysis	0	\$ -	\$ -	\$ -						
3.1.5.6 Hydrology & Water Quality Analysis	0	\$ -	\$ -	\$ -						
3.1.5.7 Cultural & Paleontological Resources Assessment &	0	\$ -	\$ -	\$ -						
3.1.5.8 Biological Resources Assessment & Technical Report	0	\$ -	\$ -	\$ -						
3.1.5.9 Air Quality & Greenhouse Gas Emissions	0	\$ -	\$ -	\$ -						
3.1.5.10 Alternative Analysis and Technical Report	0	\$ -	\$ -	\$ -						
<b>TASK 4 60% Design - Phase 1</b>	0	\$ -	\$ -	\$ -		0	0	\$0	\$0	\$0
Task 4.1 H&H Assessment & Sediment Transport Modeling	0	\$ -	\$ -	\$ -						
Task 4.2 60% Design Plans, Specifications and Cost Estimates	0	\$ -	\$ -	\$ -						
<b>TASK 5 Permit Applications</b>	0	\$ -	\$ -	\$ -		0	0	\$0	\$0	\$0
Task 5.1 Permit Application Packages	0	\$ -	\$ -	\$ -						
Task 5.2 Functional Wetlands Assessment (CRAM)	0	\$ -	\$ -	\$ -						
Task 5.3 Habitat Mitigation & Monitoring Plan (HMMP)	0	\$ -	\$ -	\$ -						
Task 5.4 Operations & Maintenance Plan	0	\$ -	\$ -	\$ -						
Task 5.5 Property Owner Agreements	0	\$ -	\$ -	\$ -						
<b>TASK 6 Engineering Design Plans &amp; Specifications</b>	0	\$ -	\$ -	\$ -		0	0	\$0	\$0	\$0
Task 6.1 90% Design Plans, Specifications & Cost Estimates	0	\$ -	\$ -	\$ -						
Task 6.2 Final & Final Back Check Design Plans, Specifications & Cost Estimates	0	\$ -	\$ -	\$ -						
Task 6.3 Design Review Meetings - City & Stakeholders	0	\$ -	\$ -	\$ -						
<b>TOTAL HOURS</b>	<b>72</b>					<b>72</b>	<b>0</b>	<b>\$3,957</b>	<b>\$0</b>	<b>\$0</b>
<b>TOTAL LABOR COST</b>				<b>\$14,400</b>						
<b>TOTAL EXPENSES</b>				<b>\$3,957</b>						
<b>TOTAL COST</b>				<b>\$18,357</b>						





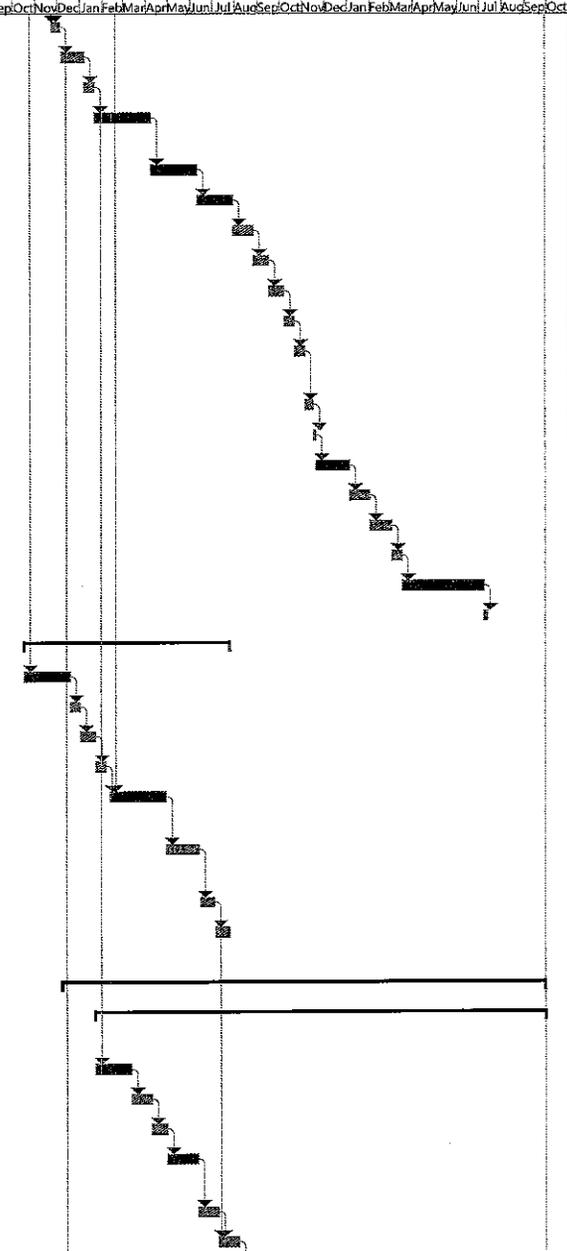
**SUB-CONSULTANT DETAIL: TTG Environmental**

Project Tasks	Total Hours	Labor	Expenses	Total Cost	Classification / Description →	LABOR (HOURS)			EXPENSES (DOLLARS)			
						Teresa Wilkinson						
							\$160	\$150	\$150	\$1	\$1	\$1
<b>TASK 1 Project Management and Project Status Meetings</b>	0	\$ -	\$ -	\$ -	Hourly Rates →	0	0	0	\$0	\$0	\$0	
Task 1.1 - Project Monthly Progress Report and Schedule Updates	0	\$ -	\$ -	\$ -								
Task 1.2 - Project Monthly Status Meetings	0	\$ -	\$ -	\$ -								
<b>TASK 2 Concept Refinement -30% Design &amp; Field Investigations</b>	0	\$ -	\$ -	\$ -		0	0	0	\$0	\$0	\$0	
Task 2.1 - Concept Refinement	0	\$ -	\$ -	\$ -								
Task 2.2 - Design Field Investigations	0	\$ -	\$ -	\$ -		0	0	0	\$0	\$0	\$0	
Task 2.2.1 Engineering Survey & Utilities Map	0	\$ -	\$ -	\$ -								
Task 2.2.2 Groundwater Investigation	0	\$ -	\$ -	\$ -								
Task 2.2.4 Tidal Studies & Hydrodynamic Modeling	0	\$ -	\$ -	\$ -								
Task 2.3 - 30% Design Plans	0	\$ -	\$ -	\$ -								
<b>TASK 3 CEQA Documentation</b>	100	\$ 16,000	\$ -	\$ 16,000		100	0	0	\$0	\$0	\$0	
Task 3.1 - Project-Specific EIR Analysis & Document	100	\$ 16,000	\$ -	\$ 16,000		100	0	0	\$0	\$0	\$0	
Task 3.1.1 Administrative Draft Initial Study/Project Specific EIR	0	\$ -	\$ -	\$ -								
Task 3.1.2 Draft Project-Specific EIR	0	\$ -	\$ -	\$ -								
Task 3.1.3 Response to Comments	0	\$ -	\$ -	\$ -								
Task 3.1.4 Initial & Additional Meeting with Resource Agencies	100	\$ 16,000	\$ -	\$ 16,000		100						
Task 3.1.5 Technical Assessments & Reports for CEQA/NEPA	0	\$ -	\$ -	\$ -		0	0	0	\$0	\$0	\$0	
3.1.5.1 Geology & Soils	0	\$ -	\$ -	\$ -								
3.1.5.2 Noise	0	\$ -	\$ -	\$ -								
3.1.5.3 Construction Emissions Analysis	0	\$ -	\$ -	\$ -								
3.1.5.5 Construction Traffic Analysis	0	\$ -	\$ -	\$ -								
3.1.5.6 Hydrology & Water Quality Analysis	0	\$ -	\$ -	\$ -								
3.1.5.7 Cultural & Paleontological Resources Assessment &	0	\$ -	\$ -	\$ -								
3.1.5.8 Biological Resources Assessment & Technical Report	0	\$ -	\$ -	\$ -								
3.1.5.9 Air Quality & Greenhouse Gas Emissions	0	\$ -	\$ -	\$ -								
3.1.5.10 Alternative Analysis and Technical Report	0	\$ -	\$ -	\$ -								
<b>TASK 4 60% Design - Phase 1</b>	0	\$ -	\$ -	\$ -		0	0	0	\$0	\$0	\$0	
Task 4.1 H&H Assessment & Sediment Transport Modeling	0	\$ -	\$ -	\$ -								
Task 4.2 60% Design Plans, Specifications and Cost Estimates	0	\$ -	\$ -	\$ -								
<b>TASK 5 Permit Applications</b>	100	\$ 16,000	\$ -	\$ 16,000		100	0	0	\$0	\$0	\$0	
Task 5.1 Permit Application Packages	100	\$ 16,000	\$ -	\$ 16,000		100						
Task 5.2 Functional Wetlands Assessment (CRAM)	0	\$ -	\$ -	\$ -								
Task 5.3 Habitat Mitigation & Monitoring Plan (HMMP)	0	\$ -	\$ -	\$ -								
Task 5.4 Operations & Maintenance Plan	0	\$ -	\$ -	\$ -								
Task 5.5 Property Owner Agreements	0	\$ -	\$ -	\$ -								
<b>TASK 6 Engineering Design Plans &amp; Specifications</b>	0	\$ -	\$ -	\$ -		0	0	0	\$0	\$0	\$0	
Task 6.1 90% Design Plans, Specifications & Cost Estimates	0	\$ -	\$ -	\$ -								
Task 6.2 Final & Final Back Check Design Plans, Specifications & Cost Estim	0	\$ -	\$ -	\$ -								
Task 6.3 Design Review Meetings - City & Stakeholders	0	\$ -	\$ -	\$ -								
<b>TOTAL HOURS</b>	<b>200</b>					<b>200</b>	<b>0</b>	<b>0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
<b>TOTAL LABOR COST</b>				<b>\$32,000</b>								
<b>TOTAL EXPENSES</b>				<b>\$0</b>								
<b>TOTAL COST</b>				<b>\$32,000</b>								

# TIME SCHEDULE



ID	Task Mode	Task Name	Duration	Start	Finish	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter		
						Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
41		3.1.1 - Revise Draft IS/NOP (Ph 2: 100%)	10 days	Mon 11/23/20	Fri 12/4/20														
42		3.1.1 - 30-Day (calendar) Public Review of IS/NOP (Ph 2: 100%)	23 days	Mon 12/7/20	Wed 1/6/21														
43		3.1.1 - Responses to Comments & Final IS/NOP (Ph 2: 100%)	10 days	Thu 1/7/21	Wed 1/20/21														
44		3.1.1 - 1st Screencheck Draft EIR (includes Tech Analysis in Task 3.2.5) & Response to SDP Application Comments (Ph 2: 100%)	55 days	Thu 1/21/21	Wed 4/7/21														
45		3.1.1 - City Review of 1st Screencheck Draft EIR (Ph 2: 100%)	45 days	Thu 4/8/21	Wed 6/9/21														
46		3.1.2 - 2nd Screencheck Draft EIR (Ph 2: 21%; Ph 3: 79%)	35 days	Thu 6/10/21	Wed 7/28/21														
47		3.1.2 - City Review of 2nd Screencheck Draft EIR (Ph 2: 21%; Ph 3: 79%)	20 days	Thu 7/29/21	Wed 8/25/21														
48		3.1.2 - 3rd Screencheck Draft EIR (Ph 2: 21%; Ph 3: 79%)	15 days	Thu 8/26/21	Wed 9/15/21														
49		3.1.2 - City Review - 3rd Screencheck Draft EIR (Ph 2: 21%; Ph 3: 79%)	15 days	Thu 9/16/21	Wed 10/6/21														
50		3.1.2 - Print Ready Public Review Draft EIR (Ph 2: 21%; Ph 3: 79%)	10 days	Thu 10/7/21	Wed 10/20/21														
51		3.1.2 - City Review of Print Ready Public Review Draft EIR (Ph 2: 21%; Ph 3: 79%)	10 days	Thu 10/21/21	Wed 11/3/21														
52		3.1.2 - Print Ready Public Review Draft EIR (Ph 2: 21%; Ph 3: 79%)	8 days	Thu 11/4/21	Mon 11/15/21														
53		3.1.2 Notice of Availability (NOA) (Ph 2: 21%; Ph 3: 79%)	3 days	Tue 11/16/21	Thu 11/18/21														
54		3.1.2 - 45 (Calendar) Day Public Review of Draft EIR	32 days	Fri 11/19/21	Mon 1/3/22														
55		3.1.3 - Draft Final EIR; Responses to Public Comments, Draft MMRP & SDP	20 days	Tue 1/4/22	Mon 1/31/22														
56		3.1.3 - City Review - Draft Final EIR; Responses, Draft MMRP & SDP	22 days	Tue 2/1/22	Wed 3/2/22														
57		3.1.3 - Final EIR, MMRP & SDP (Ph 3: 100%)	10 days	Thu 3/3/22	Wed 3/16/22														
58		3.1.3 Certification of EIR by City Council & SDP Issuance (Ph 3: 100%)	80 days	Thu 3/17/22	Wed 7/6/22														
59		3.1.3 - Notice of Determination (NOD) (Ph 3: 100%)	3 days	Thu 7/7/22	Mon 7/11/22														
60		<b>Task 4: 60% Design - Phase 1</b>	<b>201 days</b>	<b>Fri 10/16/20</b>	<b>Fri 7/23/21</b>														
61		Task 4.1 Hydrologic/Hydraulic & Sediment Transport Modeling (Ph 2: 100%)	45 days	Fri 10/16/20	Thu 12/17/20														
62		4.1 - Draft Tech Memo on H&H & Sediment Transport Modeling (Ph 2: 100%)	10 days	Fri 12/18/20	Thu 12/31/20														
63		4.1 - Review by City of Model Results Tech Memo (Ph 2: 100%)	15 days	Fri 1/1/21	Thu 1/21/21														
64		4.1 - Final Tech Memo on H&H & Sediment Transport Modeling (Ph 2: 100%)	10 days	Fri 1/22/21	Thu 2/4/21														
65		Task 4.2 60% Design Plans; Cost Estimate and Specifications; Updated SDP Application (Ph 3: 100%)	55 days	Wed 2/10/21	Tue 4/27/21														
66		Task 4.2 City Review of 60% Design Plans; Cost Estimate and Specs (Ph 3: 100%)	33 days	Wed 4/28/21	Fri 6/11/21														
67		Task 4.2 Incorporate Comments on 60% Design Plans (Ph 3: 100%)	15 days	Mon 6/14/21	Fri 7/2/21														
68		Task 4.2 Presentation & Input from Stakeholders (TAC) on 60% Design (Ph 3: 100%)	15 days	Mon 7/5/21	Fri 7/23/21														
69		<b>Task 5: Permit Applications</b>	<b>473 days</b>	<b>Mon 12/7/20</b>	<b>Wed 9/28/22</b>														
70		<b>Task 5.1 - Permit Applications Packages (401/402; Section 7; 1600; State Parks; CDP)</b>	<b>440 days</b>	<b>Thu 1/21/21</b>	<b>Wed 9/28/22</b>														
71		5.1 - Draft Permit Application Packages (Ph 3: 100%)	35 days	Thu 1/21/21	Wed 3/10/21														
72		5.1 - City Review of Draft Permit Application Packages (Ph 3: 100%)	20 days	Thu 3/11/21	Wed 4/7/21														
73		5.1 - Draft Final Permit Application Packages (Ph 3: 100%)	15 days	Thu 4/8/21	Wed 4/28/21														
74		5.1 - Presentation to Stakeholders (RAC) Draft Permit Application Packages (Ph 3: 100%)	30 days	Thu 4/29/21	Wed 6/9/21														
75		5.1 - Response to RAC Comments & City Review of Revisions (Ph 3: 100%)	20 days	Thu 6/10/21	Wed 7/7/21														
76		5.1 - Final Permit Application Packages (Ph 3: 100%)	20 days	Thu 7/8/21	Wed 8/4/21														





**EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)**

**CONSULTANT REQUIREMENTS**

**TABLE OF CONTENTS**

**I. City’s Equal Opportunity Commitment.....1**

**II. Nondiscrimination in Contracting Ordinance .....1**

**III. Equal Employment Opportunity Outreach Program .....2**

**IV. Small and Local Business Program.....2**

**V. Demonstrated Commitment to Equal Opportunity.....3**

**VI. Definitions .....4**

**VII. Certification.....5**

**VIII. List of Attachments.....5**

**AA. Disclosure of Discrimination Complaints .....6**

**BB. Work Force Report.....10**

**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 performing, managing, and supervising the work involved. To perform a commercially useful function, the SLBE/ELBE shall also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**VII. Certifications.**

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

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

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

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

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

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

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

**VIII. List of Attachments.**

- AA. Disclosure of Discrimination Complaints**
- BB. Work Force Report**
- CC. Subcontractors List**

**DISCLOSURE OF DISCRIMINATION COMPLAINTS**

As part of its proposal, the 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
May 2012	EEOC/California Dept. of Fair Employ. & Housing	Former employec of subcontractor filed complaint of discrimination and retaliation against his employer (subcontractor to Burns & McDonnell). Burns & McDonnell and client, based on his alleged disability and termination of his work after the proejet was suspended.	N	Closed	Burns & McDonnell's subcontractor (the claimant's employer) negotiated a settlement with the claimant which included a full release of Burns & McDonnell and our client, without any financial impact to Burns & McDonnell.
No further claims in the past 10 years in California					

Design Professional Name Burns & McDonnell Engineering Company

Certified By Renita Mollman, P.E. Title Vice President  
 Name Renita Mollman Date January 28, 2020  
 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

A. WORK FORCE REPORT

The objective of the Equal Employment Opportunity Outreach Program, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law.

NO OTHER FORMS WILL BE ACCEPTED

CONTRACTOR IDENTIFICATION

Type of Contractor: [X] Construction [ ] Vendor/Supplier [ ] Financial Institution [ ] Lessee/Lessor
Name of Company: Burns & McDonnell Engineering Company, Inc.
Address: 9400 Ward Parkway, Kansas City, Jackson County, Missouri 64114
Telephone Number: 816-333-9400 Fax Number: 816-333-3690
Name of Company CEO: Ray Kowalik
Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):
Address: 4225 Executive Square, Suite 500, La Jolla, San Diego County, California 92037
Telephone Number: 858-320-2920 Fax Number: 858-550-9951 Email: rmollman@burnsmcd.com
Type of Business: S Corporation Type of License: Engineering/Construction
The Company has appointed: Melissa Wood
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: 9400 Ward Parkway, Kansas City, MO 64114
Telephone Number: 816-333-9400 Fax Number: 858-550-9951 Email: mwood@burnsmcd.com

- [X] 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 Burns & McDonnell Engineering Company, Inc.
San Diego, California hereby certify that information provided
herein is true and correct. This document was executed on this 10 day of May, 2019
Renita Mollman, PE, LEED AP / Vice President

NAME OF FIRM: Burns & McDonnell Engineering Company, Inc. DATE: 5/10/19  
 OFFICE(S) or BRANCH(ES): Kansas City Office COUNTY: Jackson County

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

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

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

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial	6	2	12	2	12	6		1	1		518	130		2
Professional	33	13	53	12	76	20			2		1098	365	19	8
A&E, Science, Computer														
Technical	8	5	14	3	4		3		1		256	49	3	1
Sales														
Administrative Support	12	16	1	6	1	6		1			27	125		
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column	59	36	80	23	93	32	3	2	4		1899	669	22	11
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Grand Total All Employees 2933

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

Disabled		1	20		1						28	17		
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Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

NAME OF FIRM: Burns & McDonnell Engineering Company, Inc. DATE: 5/10/19  
 OFFICE(S) or BRANCH(ES): La Jolla Office COUNTY: San Diego County

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

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

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

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

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

Totals Each Column			3	5	1	4					15	8		
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Grand Total All Employees	36
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Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
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Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

NAME OF FIRM: Burns & McDonnell Engineering Company, Inc. DATE: 5/10/18  
 OFFICE(S) or BRANCH(ES): Brea Office COUNTY: Orange County

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

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

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

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial			2		5	1					22	7		
Professional	1		7	6	17	6					16	9	2	
A&E, Science, Computer														
Technical			2	1	4	1			2		1	1	1	
Sales														
Administrative Support					3							2		
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column		1	11	10	26	8			2		39	19	3	
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Grand Total All Employees 119

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

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

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

## Work Force Report

### HISTORY

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

### WORK FORCE & BRANCH WORK FORCE REPORTS

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

### MANAGING OFFICE WORK FORCE

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

### TYPES OF WORK FORCE REPORTS:

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

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

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

### RACE/ETHNICITY CATEGORIES

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

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

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

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

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

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

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

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

**Management & Financial**

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

**Professional**

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

**Architecture & Engineering, Science, Computer**

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

**Technical**

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

**Sales**

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

**Administrative Support**

Financial Clerks  
Information and Record Clerks  
Legal Support Workers

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

**Services**

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

**Crafts**

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

Vehicle and Mobile Equipment Mechanics,  
Installers, and Repairers  
Woodworkers

**Operative Workers**

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

**Transportation**

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

**Laborers**

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

## SUBCONTRACTOR PARTICIPATION LIST

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

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

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

NAME AND ADDRESS SUBCONTRACTORS	SCOPE OF SERVICES	PERCENT OF CONTRACT	SLBE/ELBE (MBE/ WBE/DBE/ DVBE/OBE*)	WHERE CERTIFIED**
Allied Geotechnical Engineers	Geotechnical investigations and sediment sampling	3.45%	DVBE, ELBE	California Department of General Services / City of San Diego
Anchor QEA	Geotechnical investigations and sediment sampling	5 - 8.37%	OBE	N/A
Blackhawk Environmental	Biological surveys for permits and CEQA	2.2 - 2.70%	DVBE, ELBE	California Department of General Services
Chen Ryan	Transportation engineering	1.04%	DBE	California Department of Transportation
CWE	Stormdrain outfall upgrades	1 - 2.23%	MBE	City of Los Angeles
Dudek	CEQA documentation and permits, habitat restoration and mitigation monitoring plan	9 - 19.69%	OBE	N/A
FMF Pandion	SWPPP	4.21%	DBE, SLBE, DVBE	Department of Transportation / City of San Diego / California Department of General Services
Geosyntec	Water quality modeling and geotechnical	2 - 3.27%	OBE	N/A
Katz & Associates	Public outreach	0-1%	WBE	California Public Utilities Commission
KTUA	Trails	0-1%	OBE	N/A
PanGIS	GIS mapping	3.31%	ELBE, WBE	City of San Diego / California Public Utilities Commission
Performance Analytical Labs	Analytical laboratory	0-1%	WBE, DBE	California Public Utilities Commission / City of Los Angeles
Rick Engineering	Civil, hydrology for flood control, design plans for Sorrento Valley	9 - 14.09%	OBE	N/A
River Focus	Hydrology, flood modeling/analysis	5.25%	ELBE	City of San Diego
PI Environmental	Sediment monitoring	1.90%	ELBE	City of San Diego
Tidal Influence	Restoration and salt marsh botany	.67%	OBE	N/A
TTG Environmental	Railroad coordination	.83%	SLBE, ELBE	City of San Diego
O'Day Consultants	Land Surveying	.48%	SLBE	City of San Diego
CityWorks People + Places, Inc.	Irrigation Plans	1.12%	SLBE	City of San Diego
Schmidt Design Group	Irrigation Plans	2.80%	SLBE	City of San Diego

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.

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

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

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

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

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

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

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

**DISCLOSURE DETERMINATION FOR CONSULTANT**

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

- 1. Department / Board / Commission / Agency Name: Public Works Department / City of San Diego
- 2. Name of Specific Consultant & Company: Burns & McDonnell Engineering Company, Inc.
- 3. Address, City, State, ZIP: 4225 Executive Square, Suite 500, La Jolla, CA 92037
- 4. Project Title (as shown on 1472, "Request for Council Action"): Phase-Funded Consultant Agreement for Engineering Services with Burns & McDonnell Engineering, Inc. for the Los Peñasquitos Lagoon Restoration Phase 1 Project.
- 5. Consultant Duties for Project: To provide professional engineering services to prepare plans, specifications, and cost estimate (PS&E), technical reports, environmental documents, and jurisdictional permit packages.

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.]

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

DSN By: A. Palasey Oct. 22, 2019  
[Name/Title]\* ABJ PALASEY EA, ASST. DEPUTY DIRECTOR [Date]

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

**DEFINITION OF "CONSULTANT"**

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

- (A) Makes a governmental decision whether to:
1. Approve a rate, rule or regulation;
  2. Adopt or enforce a law;
  3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
  4. Authorize the City to enter into, modify, or renew a contract provided it is the type of contract that requires City approval;
  5. Grant City approval to a contract that requires City approval and to which the City is a party, or to the specifications for such a contract;
  6. Grant City approval to a plan, design, report, study, or similar item;
  7. Adopt, or grant City approval of, policies, standards, or guidelines for the City, or for any subdivision thereof; or
- (B) Serves in a staff capacity with the City and in that capacity participates in making a governmental decision as defined in Regulation 18702.2 or performs the same or substantially all the same duties for the City that would otherwise be performed by an individual holding a position specified in the City's Conflict of Interest Code.

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

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

1/28/2006

CITY OF SAN DIEGO CONSULTANT PERFORMANCE EVALUATION

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

**Section I PROJECT INFORMATION**

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

**Section II SPECIFIC RATINGS**

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

Section II

SPECIFIC RATINGS Continued

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

Section III

SUPPLEMENTAL INFORMATION

(Please ensure to attach additional documentation as needed.)

(Supporting documentation attached: Yes  No )

Section IV

FINAL RATING

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

**City of San Diego  
CONTRACTOR STANDARDS  
Pledge of Compliance**

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

**A. BID/PROPOSER/SOLICITATION TITLE:**

Civil Engineering Services for Design of Los Peñasquitos Lagoon Restoration - Phase 1

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**B. BIDDER PROPOSER INFORMATION**

Burns & McDonnell Engineering Company, Inc.		Burns & McDonnell	
Legal Name		DBA	
4225 Executive Square, Suite 500	La Jolla	California	92037
Street Address	City	State	Zip
David Pohl, Project Manager	858-260-5985	858-550-9951	
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.

Burns & McDonnell, Inc.	Parent Company
Name	Title/Position
Missouri	
City and State of Residence	Employer (if different than Bidder/Proposer)

100%	
Interest in the transaction	
Renita Mollman	Vice President
Name	Title/Position
Fullerton, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
0%	
Interest in the transaction	
David Pohl	Project Manager
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
0%	
Interest in the transaction	
Joel Farrier	Regional Environmental Services Manager
Name	Title/Position
Palos Verdes, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
0%	
Interest in the transaction	
Steve Gruber	Project Manager
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
0%	
Interest in the transaction	
Brianna Pilkinton	Department Manager
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Use Attachment "A" if additional pages are necessary.

**C. OWNERSHIP AND NAME CHANGES:**

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

Yes  No

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

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

Yes  No

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

**D. BUSINESS ORGANIZATION/STRUCTURE:**

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

**Corporation**      Date Incorporated: 09/1/1970      State of Incorporation: Missouri

List corporation's current officers:

	President:	<u>Raymond J. Kowalik</u>
mm/dd/yyyy	Vice Pres.:	<u>Renita Mollman</u>
	Secretary:	<u>G. William Quatman</u>
	Treasurer:	<u>Dennis W. Scott</u>

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:

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**Limited Liability Company**

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

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

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Partnership

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

List names of all firm partners:

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

Sole Proprietorship Date started: mm/dd/yyyy

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

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

Joint Venture Date formed: mm/dd/yyyy

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

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

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

**E. FINANCIAL RESOURCES AND RESPONSIBILITY:**

- 1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?  
 Yes       No  
 If Yes, use Attachment "A" to explain the circumstances, including the buyer's name and principal contact information.
- 2. In the past five (5) years, has your firm been denied bonding?  
 Yes       No  
 If Yes, use Attachment "A" to explain specific circumstances; include bonding company name.
- 3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?

Yes       No

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

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

Yes       No

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

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

Yes       No

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

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

Name of Bank: UMB Bank

Point of Contact: Brian M. Hutchin

Address: 1010 Grand Boulevard, Kansas City, Missouri 64106

Phone Number: 816-860-7000

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.

EXHIBIT G

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 Newport Beach - Big Canyon Restoration and Water quality Improvement Project

Contact Name and Phone Number: Bob Stein | (949) 644-3322

Contact Email: rstein@city.newport-beach.ca.us

Address: 100 Civic Center Drive, Newport Beach, CA 92660

Contract Date: Start: March 2014; Complete: January 2018

Contract Amount: Design, Permitting, and Construction, Management: \$1.0 Million

Requirements of Contract: Phase I of the project included design, permitting, CEQA, and construction management of a dry weather diversion, subterranean treatment wetland, and restoration of six acres of stream and riparian habitat.

Company Name: South Florida Water Management District - Lake Hicpochee Shallow Storage and Hydrologic Enhancement Project

Contact Name and Phone Number: Vijay Mishra | (561) 682-2810

Contact Email: vimishra@sfwmd.gov

Address: 3301 Gun Club Road, West Palm Beach, FL 33406

Contract Date: Start: December 2013; Complete: Ongoing

Contract Amount: Design and Construction Services: \$1.4 Million; Construction \$11.3 Million

Requirements of Contract: This ecosystem restoration project was needed to enhance wetland areas within Lake Hicpochee, increase surface water deliveries, improve local surface water levels, and encourage natural recruitment of wetland-type vegetation.

Company Name: San Diego Gas & Electric - Fiber Build Program

Contact Name and Phone Number: Steve Hundley | ((619) 929-8705

Contact Email: shundley@semprautilities.com

Address: 8316 Century Park Ct Mail Stop CP51A, San Diego CA 92123-1530

EXHIBIT G

Contract Date: Start: July 2016; Complete: Ongoing

Contract Amount: \$12M

Requirements of Contract: Provide program management, permitting and engineering services for Fiber Optic cable installation on Electric transmission and substation infrastructure to improve electrical system protection and reliability. Projects are located across San Diego and South Orange county. Total of 88 projects covering 380 project miles. Permitting services included coordination of traffic control plans, verifying land rights, mapping, Caltrans, Railway, City and County permit coordination and obtaining environmental releases.

**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



**EXHIBIT G**

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).

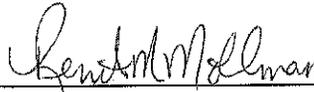
(d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).

(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.**

Renita Mollman, PE, LEED AP  
Vice President

Name and Title



Signature

5/10/19

Date

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

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

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

C. OWNERSHIP AND NAME CHANGES:

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

Yes  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.

Burns & McDonnell Engineering Company, Inc. is a part of a larger enterprise comprising companies that can provide similar services to its own in certain jurisdictions. However, for the purposes of this project, no other companies in the Burns & McDonnell family will be providing services similar to that of Burns & McDonnell Engineering Company, Inc.

If this response is deemed insufficient in any way, additional information can be obtained from the company's General Counsel, G. William Quatman.

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.

Renita Mollman, PE, LEED AP  
Vice President



5/10/19

Print Name, Title

Signature

Date

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

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

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

**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.

It is anticipated that members of the Burns & McDonnell Team will use equipment in the field to complete the work described for the Project, including standard surveying equipment, sediment and water sampling tools, and potentially water quality monitoring equipment (e.g., data sondes). In addition, the Team will use the following software tools as part of the design process: AutoCad Civil 3D (with Hydroflow Express embedded within), HEC-HMS and HEC-RAS (US Army Corps of Engineers), WIN-TR-55 (US Department of Agriculture), Flowmaster Hydraulic Calculator (Bentley), Pondpack (Bentley), and Sanitary Storm and Flood Modeling Software (XPSWMM) (Innovyze).

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.

Renita Molman, PE, LEED AP  
Vice President



5/10/19

Print Name, Title

Signature

Date

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

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

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

**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: Tiong J. Liem, President | (619) 449-5900

Contact Email: tj\_liem@alliedgeo.org

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

Contract Date: January 2020

Contract Amount: \$132,816

Requirements of Contract: Same as prime with scope specific work assigned. See below.

What portion of work will be assigned to this subcontractor:

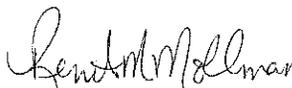
Geotechnical investigations and sediment sampling

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.

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.

Renita Mollman, PE, LEED AP  
Vice President



9/17/19

Print Name, Title

Signature

Date

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

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

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

**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: Anchor QEA, LLC

Contact Name and Phone Number: David Cannon | (562) 301-6677

Contact Email: dcannon@anchorqea.com

Address: 444 West Ocean Boulevard, Suite 1104, Long Beach, CA 90802

Contract Date: January 2020

Contract Amount: \$200,000 - \$321,600

Requirements of Contract: Same as prime with scope specific work assigned. See below.

What portion of work will be assigned to this subcontractor:

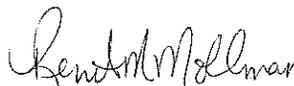
Tidal modeling for channel design, design of channels and benching for restoration, sediment quality and on-site management

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.

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.

Renita Mollman, PE, LEED AP  
Vice President



9/17/19

Print Name, Title

Signature

Date

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

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

**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: Blackhawk Environmental, Inc.

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Contact Name and Phone Number: Seth Reimers | (619) 972-7932

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Contact Email: seth@blackhawkenv.com

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Address: 1720 Midvale Drive, San Diego, CA 92105

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Contract Date: January 2020

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Contract Amount: \$84,470

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Requirements of Contract: Same as prime with scope specific work assigned. See below.

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What portion of work will be assigned to this subcontractor:  
Biological surveys for permits and CEQA

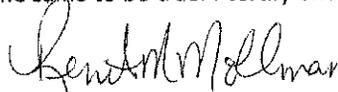
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Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Check One) Yes  No

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

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.

**Renita Mollman, PE, LEED AP**  
Vice President



9/17/19

Print Name, Title

Signature

Date

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

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

**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: Chen Ryan Associates, Inc.

Contact Name and Phone Number: Monique Chen

Contact Email: mchen@chenryanmobility.com

Address: 3900 Fifth Avenue, Suite 310, San Diego, CA 92103

Contract Date: January 2020

Contract Amount: \$30,000-\$40,150

Requirements of Contract: Same as prime with scope specific work assigned. See below.

What portion of work will be assigned to this subcontractor:

Transportation engineering

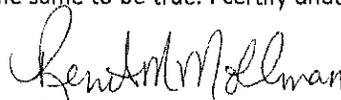
Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Check One) Yes  No

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

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.

Renita Mollman, PE, LEED AP  
Vice President

Print Name, Title



Signature

9/17/19

Date

City of San Diego  
CONTRACTOR STANDARDS  
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If not using this Attachment "A", please check here  Not Applicable.

**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: CWE

Contact Name and Phone Number: Jason Pereira, Principal | (714) 526-7500 Ext. 211

Contact Email: jpereira@cwecorp.com

Address: 1561 E. Orangethorpe Avenue, Suite 240, Fullerton, California 92831

Contract Date: January 2020

Contract Amount: \$50,000 - \$85,600

Requirements of Contract: Same as prime with scope specific work assigned. See below.

What portion of work will be assigned to this subcontractor:

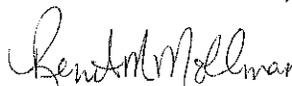
Stormdrain outfall upgrades

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.

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.

Renita Mollman, PE, LEED AP  
Vice President



9/17/19

Print Name, Title

Signature

Date

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

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

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

**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: Dudek

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Contact Name and Phone Number: Vipul Joshi | (760) 479-4284

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Contact Email: vjoshi@dudek.com

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Address: 605 Third Street, Encinitas, California 92024

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Contract Date: January 2020

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Contract Amount: \$450,000 - \$757,000

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Requirements of Contract: Same as prime with scope specific work assigned. See below.

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What portion of work will be assigned to this subcontractor: CEQA documentation and permits, habitat restoration and mitigation monitoring plan

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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.

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.

Renita Mollman, PE, LEED AP  
Vice President

Print Name, Title



Signature

9/17/19

Date

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

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

**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: FMF Pandion

Contact Name and Phone Number: John Bodenchak | (858) 414-8658

Contact Email: john.bodenchak@fmfpandion.com

Address: 721 Snapdragon Street, Encinitas, CA 92024

Contract Date: January 2020

Contract Amount: \$161,705

Requirements of Contract: Same as prime with scope specific work assigned. See below.

What portion of work will be assigned to this subcontractor:

SWPPP

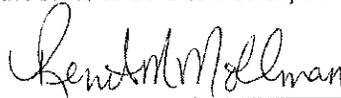
Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Check One) Yes  No

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

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.

Renita Mollman, PE, LEED AP  
Vice President

Print Name, Title



Signature

9/17/19

Date

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

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

**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: **Geosyntec Consultants, Inc.**

Contact Name and Phone Number: **Venkat Gummadi | (619) 810-4017**

Contact Email: **VGummadi@Geosyntec.com**

Address: **2355 Northside Drive Suite 250, San Diego, CA 92108**

Contract Date: **January 2020**

Contract Amount: **\$90,000 - \$125,700**

Requirements of Contract: **Same as prime with scope specific work assigned. See below.**

What portion of work will be assigned to this subcontractor:

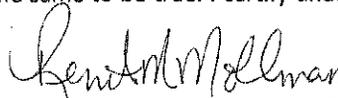
**Water quality modeling and geotechnical**

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.

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.

**Renita Mollman, PE, LEED AP  
Vice President**



**9/17/19**

Print Name, Title

Signature

Date

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

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

**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: **Katz & Associates, Inc**

Contact Name and Phone Number: **Natalia Hentschel | (858) 452-0031**

Contact Email: **nhentschel@katzandassociates.com**

Address: **5440 Morehouse Drive, Ste. 1000, San Diego, CA 92121**

Contract Date: **January 2020**

Contract Amount: **\$0 - \$30,000**

Requirements of Contract: **Same as prime with scope specific work assigned. See below.**

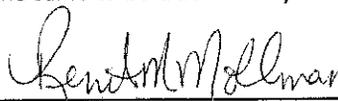
What portion of work will be assigned to this subcontractor: **Public outreach**

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.

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.

**Renita Mollman, PE, LEED AP**  
**Vice President**



**9/17/19**

Print Name, Title

Signature

Date

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

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Company Name: KTUA

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Contact Name and Phone Number: Mark Carpenter, Principal | (619) 294-4477 Ext. 136

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Contact Email: markc@ktua.com

---

Address: 3916 Normal Street, San Diego, CA 92103

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Contract Date: January 2020

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Contract Amount: \$0-\$50,000

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Requirements of Contract: Same as prime with scope specific work assigned. See below.

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What portion of work will be assigned to this subcontractor:

Trails Trails and Materials for Public Distribution

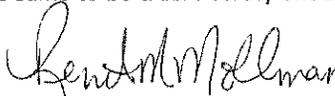
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Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Check One) Yes  No

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

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.

**Renita Mollman, PE, LEED AP**  
Vice President



9/17/19

Print Name, Title

Signature

Date

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

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

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

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Company Name: PanGIS, Inc.

---

Contact Name and Phone Number: Alice Brewster | (760) 613-3948

---

Contact Email: alice@pangis.com

---

Address: 6353 El Camino Real, Ste. B, Carlsbad, CA 92009

---

Contract Date: January 2020

---

Contract Amount: \$127,080

---

Requirements of Contract: Same as prime with scope specific work assigned. See below.

---

What portion of work will be assigned to this subcontractor:

Cultural Resource Surveys for permits and  
CEQA & GIS Services

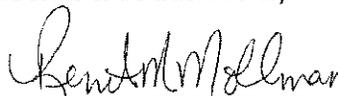
---

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.

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.

**Renita Mollman, PE, LEED AP  
Vice President**



**9/17/19**

Print Name, Title

Signature

Date

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

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Company Name: Performance Analytical Laboratories, Inc

---

Contact Name and Phone Number: Marycarol Valenzuela | (310) 809-1041

---

Contact Email: mvalenzuela@pali-labs.com

---

Address: 2702 E. Willow Street, Signal Hill, CA 90755

---

Contract Date: January 2020

---

Contract Amount: \$0 - \$20,000

---

Requirements of Contract: Same as prime with scope specific work assigned. See below.

---

What portion of work will be assigned to this subcontractor:  
Sediment Analysis

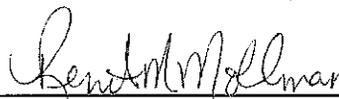
---

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

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Renita Mollman, PE, LEED AP  
Vice President  
Print Name, Title

  
Signature

9/17/19  
Date

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

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Company Name: Pi Environmental, LLC

Contact Name and Phone Number: Carla Mardian | 760-730-5909

Contact Email: cmardian@pienvironmental.com

Address: 426 Palm Road, San Marcos, CA 92069

Contract Date: January 2020

Contract Amount: \$73,000

Requirements of Contract: Same as prime with scope specific work assigned. See below.

What portion of work will be assigned to this subcontractor:

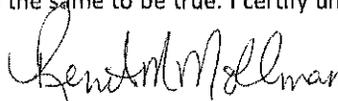
Channel Sediment Sampling and Analysis

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.

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**Renita Mollman, PE, LEED AP**  
Vice President



**9/17/19**

Print Name, Title

Signature

Date

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

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Company Name: Glenn A. Rick Engineering & Development Company

Contact Name and Phone Number: Brendan Hastie | (619) 291-0707 ext. 1555

Contact Email: bhastie@rickengineering.com

Address: 5620 Friars Road, San Diego, CA 92110

Contract Date: January 2020

Contract Amount: \$350,000 - \$541,600

Requirements of Contract: Same as prime with scope specific work assigned. See below.

What portion of work will be assigned to this subcontractor:

Lead Civil, Hydrology for Flood Control, Design Plans for Sorrento Valley - Phase 1A

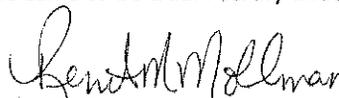
Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Check One) Yes  No

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

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Renita Mollman, PE, LEED AP  
Vice President

Print Name, Title



Signature

9/17/19

Date

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

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Company Name: River Focus

---

Contact Name and Phone Number: Darren John Bertrand | (619) 694-8543

---

Contact Email: dbertrand@riverfocus.com

---

Address: 9314 Madison Ave, La Mesa, CA 91941

---

Contract Date: January 2020

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Contract Amount: \$201,927

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Requirements of Contract: Same as prime with scope specific work assigned. See below.

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What portion of work will be assigned to this subcontractor:  
Hydrology and flood modeling & analysis

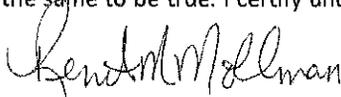
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Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Check One) Yes  No

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

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**Renita Mollman, PE, LEED AP**  
Vice President



9/17/19

Print Name, Title

Signature

Date

**City of San Diego  
CONTRACTOR STANDARDS  
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Company Name: Tidal Influence, LLC

---

Contact Name and Phone Number: Eric Zahn | (858) 353-6113

---

Contact Email: eric@tidalinfluence.com

---

Address: 1340 E. Florida Street, Long Beach, CA 90802

---

Contract Date: January 2020

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Contract Amount: \$20,000 - \$30,000

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Requirements of Contract: Same as prime with scope specific work assigned. See below.

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What portion of work will be assigned to this subcontractor:  
Restoration Biologist - Salt Marsh Botanist

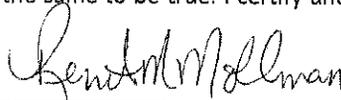
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Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Check One) Yes  No

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

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**Renita Mollman, PE, LEED AP**  
Vice President



9/17/19

Print Name, Title

Signature

Date

**City of San Diego  
CONTRACTOR STANDARDS  
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Company Name: TTG Environmental, Inc.

---

Contact Name and Phone Number: Teresa TG Wilkinson | (619) 200-1577

---

Contact Email: ttgenvironmental@gmail.com

---

Address: 7922 Mission Manzana Place, San Diego, CA 92120

---

Contract Date: January 2020

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Contract Amount: \$32,000

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Requirements of Contract: Same as prime with scope specific work assigned. See below.

---

What portion of work will be assigned to this subcontractor:  
Transportation Agency communication and permitting

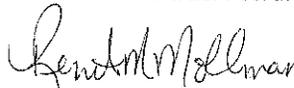
---

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

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Renita Mollman, PE, LEED AP  
Vice President



9/17/19

Print Name, Title

Signature

Date

**City of San Diego  
CONTRACTOR STANDARDS  
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Company Name: O'Day Consultants

Contact Name and Phone Number: Nichole Fine | P: (760) 931-7700 x321

Contact Email: nicholef@odayconsultants.com

Address: 2710 Loker Avenue West, Suite 100, Carlsbad, CA 92010

Contract Date: January 2020

Contract Amount: \$18,357

Requirements of Contract: Same as prime with scope specific work assigned. See below.

What portion of work will be assigned to this subcontractor:

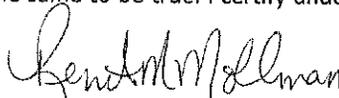
Land Surveying

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.

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Renita Mollman, PE, LEED AP  
Vice President



9/17/19

Print Name, Title

Signature

Date

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Company Name: CityWorks People + Places, Inc.

---

Contact Name and Phone Number: Catherine Smith | 619-238-9091 x112

---

Contact Email: catherine.smith@cityworks.biz

---

Address: : 110 West A Street, Suite 600, San Diego CA 92101

---

Contract Date: January 2020

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Contract Amount: \$43,200

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Requirements of Contract: Same as prime with scope specific work assigned. See below.

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What portion of work will be assigned to this subcontractor:  
Community Relations/Public Meetings

---

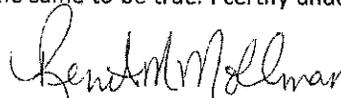
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Renita Mollman, PE, LEED AP  
Vice President

Print Name, Title



Signature

9/17/19

Date

**City of San Diego  
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Company Name: Schmidt Design Group

---

Contact Name and Phone Number: Glen Schmidt | P: 619-236-1462

---

Contact Email: gschmidt@schmidtsgroup.com

---

Address: 1310 Rosecrans Street, Suite G, San Diego, CA 92106

---

Contract Date: January 2020

---

Contract Amount: \$107,585

---

Requirements of Contract: Same as prime with scope specific work assigned. See below.

---

What portion of work will be assigned to this subcontractor:

Irrigation Plans

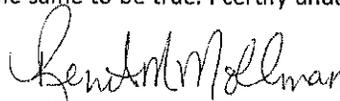
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**Renita Mollman, PE, LEED AP  
Vice President**



**9/17/19**

Print Name, Title

Signature

Date

RESOLUTION NUMBER R- 312809

DATE OF FINAL PASSAGE JAN 08 2020

A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN DIEGO AUTHORIZING AN AGREEMENT WITH BURNS & MCDONNELL ENGINEERING, INC., TO PROVIDE ENGINEERING SERVICES FOR THE DESIGN OF THE LOS PEÑASQUITOS LAGOON RESTORATION PHASE 1 PROJECT.

WHEREAS, the Los Peñasquitos Lagoon (Lagoon) is included on the Clean Water Act's list of impaired water bodies due to impacts from sediment loads and loss of natural floodplains and historical coastal salt marsh; and

WHEREAS, state and federal regulatory mandates require the City of San Diego (City) to restore up to 84 acres of Lagoon salt marsh and reduce sediment loading into the Lagoon within twenty (20) years; and

WHEREAS, the restoration of the Lagoon will be divided into two phases, with Phase 1 comprising restoration of the area of the Lagoon southwest of the railroad berm, and Phase 2 comprising restoration of the larger section of the Lagoon northeast of the railroad berm; and

WHEREAS, the City seeks to retain professional engineering consulting services for the design of Phase 1 of the Lagoon restoration project; and

WHEREAS, in May 2019, the City advertised a Request for Proposals to retain the services of a qualified consulting firm; and

WHEREAS, three consulting firms responded to the Request for Proposals, and Burns & McDonnell Engineering, Inc., was selected as the most qualified firm following a competitive selection process; NOW, THEREFORE,

BE IT RESOLVED, by the City Council of the City of San Diego, that the Mayor, or his designee, is authorized to execute, for and on behalf of the City, a phase-funded consultant agreement with Burns & McDonnell Engineering, Inc., to provide engineering services in connection with the design of the Los Peñasquitos Lagoon Phase 1 restoration project, in an amount not to exceed \$4,078,258.00 (Agreement), under the terms and conditions set forth in the Agreement, on file with the Office of the City Clerk as Document No. RR- 312809.

BE IT FURTHER RESOLVED, that the Chief Financial Officer is authorized to expend funds under the Agreement's established funding phases in an amount not to exceed \$900,000.00 for the first phase, and \$3,178,258.00 for all subsequent phases, from CIP B-17033, Los Peñasquitos Lagoon Restoration Phase 1, Fund 400869 (Gen. Fund Comm. Paper), contingent upon the Chief Financial Officer first furnishing one or more certificates certifying that the funds necessary for expenditure under the Agreement's established funding phases are, or will be, on deposit with the City Treasurer.

APPROVED: MARA W. ELLIOTT, City Attorney

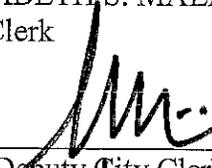
By

  
\_\_\_\_\_  
Davin A. Widgerow  
Deputy City Attorney

DAW:nja  
12/16/19  
Or. Dept: Public Works  
CC No. 3000012682  
Doc. No.: 2266032

I certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of JAN 07 2020.

ELIZABETH S. MALAND  
City Clerk

By   
Deputy City Clerk

Approved: 1/8/2020  
(date)

  
KEVIN L. FAULCONER, Mayor

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

\_\_\_\_\_  
KEVIN L. FAULCONER, Mayor

The City of San Diego  
**COMPTROLLER'S CERTIFICATE**

**CERTIFICATE OF UNALLOTTED BALANCE**

ORIGINATING

CC 3000012682  
 DEPT. No: 2112

I HEREBY CERTIFY that the money required for the allotment of funds for the purpose set forth in the foregoing resolution is available in the Treasury, or is anticipated to come into the Treasury, and is otherwise unallotted.

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

Purpose: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

By: \_\_\_\_\_  
 COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA

Doc. Item	Funded Program	Fund	Grant Number	G/L Account	Functional Area	Business Area	Fund Center or Cost Center	Internal Order or WBS Element	Original Amount
TOTAL AMOUNT									

FUND OVERRIDE

**CERTIFICATION OF UNENCUMBERED BALANCE**

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of the City of San Diego; and I do hereby further certify, in conformity with the requirements of the Charter of the City of San Diego, that sufficient moneys have been appropriated for the purpose of said contract, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said money now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to Exceed: \$900,000.00

Vendor: Burns & McDonnell Engineering, Inc

Purpose: To authorize the expenditure of funds not to exceed \$900,000.00 to Burns & McDonnell Engineering, Inc for Engineering Services for the Los Penasquitos Lagoon Restoration - Phase 1.

Date: October 22, 2019

By:   
 Nicholas O'Donnell  
 COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA

Doc. Item	Funded Program	Fund	Grant Number	G/L Account	Functional Area	Business Area	Fund Center or Cost Center	Internal Order or WBS Element	Original Amount
1	B17033	400869	NOT_RELEVANT_GRANT	512034	OTHR-00000000-SH	2116	2116121121	B-17033.02.01	\$900,000.00
TOTAL AMOUNT									\$900,000.00

FUND OVERRIDE

Passed by the Council of The City of San Diego on JAN 07 2020 by the following vote:

Councilmembers	Yeas	Nays	Not Present	Recused
Barbara Bry	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jennifer Campbell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chris Ward	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Monica Montgomery	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mark Kersey	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chris Cate	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Scott Sherman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vivian Moreno	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Georgette Gómez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Date of final passage JAN 08 2020

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

AUTHENTICATED BY:

KEVIN L. FAULCONER  
Mayor of The City of San Diego, California.

(Seal)

ELIZABETH S. MALAND  
City Clerk of The City of San Diego, California.

By , Deputy

Office of the City Clerk, San Diego, California  
Resolution Number R- 312809

Passed by the Council of The City of San Diego on January 7, 2020 by the following vote:

**YEAS:** BRY, CAMPBELL, WARD, MONTGOMERY, KERSEY, CATE, SHERMAN, MORENO, GÓMEZ.

**NAYS:** NONE.

**NOT PRESENT:** NONE.

**RECUSED:** NONE.

AUTHENTICATED BY:

**KEVIN L. FAULCONER**

Mayor of The City of San Diego, California

**ELIZABETH S. MALAND**

City Clerk of The City of San Diego, California

(Seal)

By: Matthew R. Hilario, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true, and correct copy of RESOLUTION NO. R-312809, approved on January 7, 2020. The date of final passage is January 8, 2020.

**ELIZABETH S. MALAND**

City Clerk of the City of San Diego, California

(Seal)

By:  \_\_\_\_\_, Deputy

**Almario Jr., Benjamin**

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**From:** pwc100@dir.ca.gov  
**Sent:** Thursday, February 13, 2020 12:37 PM  
**To:** Almario Jr., Benjamin; PWD-PWC-Contracts  
**Subject:** Project Creation

Hello,

Thank you for using the PWC-100 online application.

This email confirms the submission of a new project titled "Design of Los Penasquitos Lagoon Restoration - Phase 1 - H197073" that was created on 13 Feb 2020 and assigned **DIR Project ID 320947**.

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

Thank you for your submission

Sincerely,

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

## Project Information

### FORM

**Form Type:** PWC-100      **Project Award Date:** 2/13/2020

### AWARDING BODY INFORMATION

**Name:** City of San Diego  
Public Works Contracts      **Primary Contact:** Public Works Person

**Address:** 1010 Second Ave      **Primary Email:** PWD-PWC-  
Contracts@sandiego.gov

Suite 1400      **Work Phone:** 6195333635

San Diego, CA 92101

### PROJECT INFORMATION

**Project Name:** Design of Los  
Penasquitos Lagoon  
Restoration - Phase 1 -  
H197073      **Project #:** H197073

**Brief Description:** Design of Los  
Penasquitos Lagoon  
Restoration - Phase 1      **Contract #:** H197073

**Contract Amount:** \$4078258.00      **Number of Prime Contractors:** 1

**Total Project Cost:** \$4078258.00

**Alternative Model:** None Apply

**DIR Project ID:** 320947

**Description of Location:** San Diego      **County:** SAN DIEGO

## Project Information 2

### PWC-100

**Project Name:** Design of Los  
Penasquitos Lagoon  
Restoration - Phase  
1 - H197073      **Project #:** H197073      **Contract #:** H197073      **Status:** New  
Submission

### PROJECT INFORMATION

#### Project Dates

**First Advertised Bid:** 4/5/2019      **Estimated or Actual Start:** 2/13/2020

**Estimated or Actual** 2/13/2025

**Completion:****Propositions:**

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

Will this project receive (or has it received) any funding from Proposition 39 (California Clean Energy Jobs Act of 2012)? No

**Compliance and Agreements:**

Is language included in the Contract Award to effectuate the requirements of Section 1771, 1774 - 1776, 1777.5, 1813 and 1815 of the Labor Code? Yes

Will you operate a DIR-Approved Labor Compliance Program (LCP) for this project? Yes

Is there a Project Labor Agreement (PLA) associated with this project? No

**Contractor Information****Project Manager**

Email Address	Name	Title	Work Phone
dhpohl@burnsmcd.com	David Pohl	Project Manager	858-320-2920

**General Contractor 1**

CSLB/Certificate Number	NAME	Address	Email	Classification
1000011418	O'DAY CONSULTANTS	2710 LOKER AVENUE WEST SUITE 100 CARLSBAD, CA 92010 9500	ODAY@ODAYCONSULTANTS.COM	SURVEYORS
1000009383	ALLIED GEOTECHNICAL ENGINEERS INC.	CUYAMACA STREET SUITE 102 SANTEE, CA 92071	TJ_LIEM@ALLIEDGEO.ORG	SURVEYORS
1000017142	BURNS & MCDONNELL ENGINEERING COMPANY INC.	9400 WARD PARKWAY KANSAS CITY, MO 64114	WASHEPHERD@BURNSMCD.COM	SURVEYORS

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