

REQUEST FOR COUNCIL ACTION CITY OF SAN DIEGO	CERTIFICATE NUMBER (FOR COMPTROLLER'S USE ONLY) pending
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TO: CITY COUNCIL	FROM (ORIGINATING DEPARTMENT): ECP/Right of Way Design Div	DATE: 06/11/2010
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SUBJECT: El Camino Real – Half-Mile to Via de la Valle – Accept Federal Funds and Authorize First Amendments to the Consultant Agreements with Rick Engineering and RECON Environmental, Inc.

PRIMARY CONTACT (NAME, PHONE): Marnell Gibson, 533-5213	SECONDARY CONTACT (NAME, PHONE): Brad Johnson, 533-5120
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COMPLETE FOR ACCOUNTING PURPOSES

FUND	400169	600000	400169		
DEPT / FUNCTIONAL AREA	OTHR-00000000-TR	OTHR-00000000-TR	OTHR-00000000-TR		
ORG / COST CENTER	2113120013	2113120013	2113120013		
OBJECT / GENERAL LEDGER ACCT	512034	512114	512034		
JOB / WBS OR INTERNAL ORDER	S-00856.02.02	S-00856	S-00856.02.02		
C.I.P./CAPITAL PROJECT No.	S-00856	S-00856	S-00856		
AMOUNT	\$70,000.00	\$0.00	\$197,130.00	0.00	0.00

FUND					
DEPT / FUNCTIONAL AREA					
ORG / COST CENTER					
OBJECT / GENERAL LEDGER ACCT					
JOB / WBS OR INTERNAL ORDER					
C.I.P./CAPITAL PROJECT No.					
AMOUNT	0.00	0.00	0.00	0.00	0.00

COST SUMMARY (IF APPLICABLE):	Federal Grant	Rick Engineering	RECON Environmental, Inc
Previous action	\$1,700,000	\$100,000	\$200,000
This action	\$1,428,000	\$197,130	\$ 70,000
Total amount	\$3,128,000	\$297,130	\$270,000

ROUTING AND APPROVALS

CONTRIBUTORS/REVIEWERS:	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
Environmental Analysis	Comptroller	ORIG DEPT.	Boekamp, Patti
Grants Administration		CFO	
Liaison Office		DEPUTY CHIEF	
Equal Opportunity Contracting		COO	
Financial Management		CITY ATTORNEY	

		COUNCIL PRESIDENTS OFFICE			
PREPARATION OF:	<input checked="" type="checkbox"/> RESOLUTIONS	<input checked="" type="checkbox"/> ORDINANCE(S)	<input checked="" type="checkbox"/> AGREEMENT(S)	<input type="checkbox"/> DEED(S)	
<p>1. Authorizing the Mayor or his designee to accept Program Supplement No. 137 Rev.1 to Local Agency – State Agreement for an amount of \$1,108,000 and Revised Finance Letter for an amount of \$320,000 for Federal Aid Project No. BHLO-5004(068), CIP S-00856 (Legacy CIP No. 534790), El Camino Real – Half Mile to Via de la Valle; and</p> <p>2. Authorizing the Chief Financial Officer to appropriate and expend \$1,428,000 for CIP S-00856 (Legacy CIP No. 534790), El Camino Real – Half Mile to Via de la Valle pending receipt of the Program Supplement for the Local Agency – State Agreement and Revised Finance Letter for Federal Aid Project No. BHLO-5004(068); and</p> <p>3. Authorizing the Chief Financial Officer to increase the Fiscal Year 2011 Capital Improvement Projects budget in CIP S-00856, El Camino Real – Half Mile to Via de la Valle, SAP Fund 600000, Grant Fund 1000130-1999, HBRR – El Camino over San Dieguito, by up to \$1,428,000.00; and</p> <p>4. Authorizing the Mayor or his designee to execute the First Amendment to the Consultant Agreement with Rick Engineering for engineering services for CIP S-00856, El Camino Real – Half Mile to Via de la Valle in the amount not to exceed \$197,130.00; and</p> <p>5. Authorizing the Chief Financial Officer to expend \$197,130.00 from CIP S-00856, El Camino Real – Half Mile to Via de la Valle from Fund 400169, Transnet, for the purpose of funding the First Amendment to the Consultant Agreement with Rick Engineering; and</p> <p>6. Authorizing the Mayor or his designee to execute the First Amendment to the Consultant Agreement with RECON Environmental, Inc for environmental services for CIP S-00856, El Camino Real – Half Mile to Via de la Valle in the amount not to exceed \$70,000.00; and</p> <p>7. Authorizing the Chief Financial Officer to expend \$ 70,000.00 from CIP S-00856, El Camino Real – Half Mile to Via de la Valle from Fund 400169, Transnet, for the purpose of funding the First Amendment to the Consultant Agreement with RECON Environmental, Inc.; and</p> <p>8. Authorizing the Chief Financial Officer, upon advice from the Administering Department, to return excess funds, if any, to the appropriate reserves.</p>					
STAFF RECOMMENDATIONS: Adopt the Ordinances and resolutions.					
SPECIAL CONDITIONS (REFER TO A.R. 3.20 FOR INFORMATION ON COMPLETING THIS SECTION)					
COUNCIL DISTRICT(S):	Lightner (1)				
COMMUNITY AREA(S):	Sub Area II Future Urbanizing Area & Fairbanks Ranch Country Club				
ENVIRONMENTAL IMPACT:	This activity is statutorily exempt from CEQA pursuant to State CEQA Guidelines, Section 15262 (Feasibility and Planning Studies).				
CITY CLERK INSTRUCTIONS:	This Item is subject to Charter Section 99 requirements (10 day public noticing and 6 votes required). Upon Mayoral approval, Please return one copy of the executed Council Action, two (2) signed original First Amendment to the Agreements for Rick				

Engineering and RECON Environmental, Inc, and a copy of the resolution to
Dean Marsden, Right of Way Division, MS 908A.

COUNCIL ACTION
EXECUTIVE SUMMARY SHEET
CITY OF SAN DIEGO

DATE: 06/11/2010

ORIGINATING DEPARTMENT: ECP/Right of Way Design Div

SUBJECT: El Camino Real – Half-Mile to Via de la Valle – Accept Federal Funds and Authorize First Amendments to the Consultant Agreements with Rick Engineering and RECON Environmental, Inc.

COUNCIL DISTRICT(S): Lightner (1)

CONTACT/PHONE NUMBER: Marnell Gibson/533-5213

REQUESTED ACTION:

Authorizing the acceptance of Federal Funds and execution of First Amendments to the Consultant Agreements with Rick Engineering and RECON Environmental, Inc.

STAFF RECOMMENDATION:

Adopt the Ordinances and resolutions.

EXECUTIVE SUMMARY OF ITEM BACKGROUND: The El Camino Real – Half-Mile to Via de La Valle project proposes to modify the segment of El Camino Real between Via de la Valle and San Dieguito Road in order to improve the structural integrity of the bridge over the San Dieguito River, alleviate problems associated with high flood events, improve pedestrian and vehicular access to nearby coastal and recreational resources, relieve traffic congestion, and improve consistency with the adopted land use plan for the project area. The proposed improvements include raising and widening El Camino Real roadway and replacing the bridge with a structure that is also raised and, wider. Approximately 1,000 feet of Via de la Valle also would be widened to accommodate new turn lanes from El Camino Real, and drainage improvements would be constructed along the southern edge of Via de la Valle, from existing El Camino Real to El Camino Real North.

In 2006, the City prepared and issued for Public Review a draft Environmental Impact Report (DEIR). Based on comments received from the San Dieguito Western River Valley Task Force, a Modified Eastern Alignment Alternative was developed that would have a narrower pavement width from curb to curb. In addition, another alternative with roundabouts at the four affected intersections was developed and is supported by the Carmel Valley Community Planning Group.

The El Camino Real – Half-Mile to Via de La Valle project is eligible for Federal Grant Funding through the Local Assistance Highway Bridge Program. This action will allow the Mayor or his designee to accept Preliminary Engineering funds of \$1,428,000 to complete the CEQA and NEPA Environmental documents, Resource Agency permitting, engineering, plans, specifications and estimate. The First Amendment with Rick Engineering will complete preliminary engineering design required in support of the DEIR for the roundabout alternative, environmental studies for the roundabout alternative, updating of the traffic analysis and environmental studies, hydrologic/hydraulic analysis revisions to the proposed mitigation plan, drainage design for the Via de la Valle intersection and cost estimates. The First Amendment with RECON Environmental will complete the DEIR in accordance with CEQA guidelines,

including incorporation of the roundabout alternative and updating the necessary studies affected by the traffic analysis.

FISCAL CONSIDERATIONS: These actions will authorize the acceptance, appropriation and expenditure of up to \$1,428,000 in Federal Grant funding which will be used, in conjunction with Transnet funds, to fund environmental and design phases of the project.

\$197,130 is available to fund the First Amendment to the Consultant Agreement with Rick Engineering to complete preliminary engineering design in support of the environmental documents and is available from Fund 400169, Transnet. \$70,000 is available to fund the First Amendment to the Consultant Agreement with RECON, Inc. to complete the CEQA requirements for the project and is available from Fund 400169, Transnet.

EQUAL OPPORTUNITY CONTRACTING INFORMATION (IF APPLICABLE):

The State of California - Department of Transportation is a public entity created under the authority of law, and as such, is exempt from submitting Work Force Reports. Refer to San Diego Municipal Code Section 22.2703(b).

The first amendment agreements with Rick Engineering and RECON Environmental, Inc. are subject to the City's Equal Opportunity Contracting (San Diego Ordinance No. 18173, Section 22.2701 through 22.2708) and Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517).

PREVIOUS COUNCIL and/or COMMITTEE ACTION:

- Council Resolution R- 305004 dated July 2, 2009, authorized the execution of a Fund Exchange Agreement between the City and the County of San Diego for the exchange of the City's Federal Regional Surface Transportation Program (RSTP) funds in the amount of \$157,000 for TransNet funds from the County of San Diego.
- Council Resolution R-303294 dated January 18, 2008 authorized the expenditure of \$200,000 for the execution of the original consultant contract with Recon Environmental.
- Council Resolution R-299773 dated October 11, 2004 authorized acceptance, appropriation and expenditure of \$1,700,000 of Highway Bridge Rehabilitation and Replacement Funds and \$500,000 for private contributions from Black Mountain Ranch, LLC for CIP No. 52-479.0.
- Council Ordinance O-19234 dated November 8, 2004 authorized the expenditure of \$275,394 for the execution of the Second Contract Amendment with Earth Tech.
- Council Resolution R-295346 dated August 6, 2001 authorized the expenditure of \$450,684 for the execution of the First Contract Amendment with Earth Tech.
- Council Resolution R-289908 dated March 31, 1998 authorized the expenditure of \$411,817 for the execution of the original consultant contract with Earth Tech.

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS: Meetings took place with Carmel Valley CPG from 2004-2006 and with the San Dieguito Western River Valley Task Force in 2006-2007. More recent meetings with the Carmel Valley Community Planning Group and San Dieguito Riverpark Joint Powers Authority were conducted in 2009 and 2010. Residents, business and property owners along the corridor attended these meetings. The City of

San Diego, Rick Engineering and RECON will continue to attend Carmel Valley Planning Group meetings during the environmental process.

KEY STAKEHOLDERS AND PROJECTED IMPACTS:Key stakeholders include Fairbanks Ranch Country Club, Community of Carmel Valley, San Dieguito Riverpark Joint Powers Authority, San Diego Polo Club, State of California 22nd Agricultural District, Mary's Tack & Feed, Rick Engineering, Inc, and RECON, Inc.

Boekamp, Patti
Originating Department

Deputy Chief/Chief Operating Officer

FIRST AMENDMENT TO AGREEMENT

This First Amendment to the *Agreement for El Camino Real* dated October 12, 2005 [Agreement], is hereby entered into by and between the City of San Diego [City], a municipal corporation, and *Rick Engineering Company* [Consultant].

RECITALS

A. The City and Consultant [collectively referenced herein as the "Parties"] entered into the Agreement, which is on file in the Office of the City Clerk as Document No. C-13437, to provide *Professional Engineering services for El Camino Real Bridge and Road Widening(Half-Mile to Via de la Valle)* [Project].

B. The City desires to execute a First Amendment to the Agreement for the Consultant to provide additional Professional Services, as indicated in the expanded Scope of Services [Exhibit A-1], for a compensation amount not to exceed \$197,130.00 with total compensation for services provided under the Agreement not to exceed \$297,130.00.

C. Consultant desires to provide the services required under this First Amendment.

NOW, THEREFORE, in consideration of the Recitals stated above and incorporated herein by this reference and the mutual obligations of the Parties expressed herein, the Parties agree to modify the Agreement, which is incorporated herein by reference, as follows:

1. Section 1.1 is amended to read as follows:

ADD: "The Consultant shall perform Professional Services as set forth in the written Scope of Services [Exhibit A-1] at the direction of the City on a lump sum basis as specifically enumerated in the Compensation and Fee Schedule [Exhibit B-1], and in accordance to the Time Schedule [Exhibit C-1]."

2. Article II is amended to read as follows:

Delete Section 2.1 in its entirety and replace with the following:

"2.1 Term of Agreement. This Agreement shall be effective on the date it is executed by the last Party to sign the Agreement, and approved by the City Attorney in accordance with San Diego Charter Section 40. Unless otherwise terminated, it shall be effective until City verifies completion of the Scope of Services or until July 1, 2013 whichever is the first to occur."

3. Section 3.1 is amended to read as follows:

ADD: "The City shall pay the Consultant for all Professional Services and all expenses related to performance under this First Amendment to the Agreement, in an amount not to exceed **\$197,130.00**, as set forth in the Compensation and Fee Schedule [Exhibit B-1]. The Consultant shall be entitled to compensation for Professional Services under this First Amendment to the Agreement, whether within the Scope of Services or as Additional Services, based on the Compensation and Fee Schedule. For the duration of this First Amendment to the Agreement, the Consultant shall not be entitled to fees which exceed the Compensation and Fee Schedule. The Total Compensation to Consultant under this Agreement shall not exceed **\$297,130.**"

4. Section 3.3 (additional services) is amended to read as follows:

ADD: "If the City requires additional Professional Services [Additional Services] beyond the Scope of Services performed pursuant to this First Amendment to the Agreement, except for additional costs as described in Section 3 of this Agreement, the City shall pay Consultant an additional fee not to exceed **\$15,000.00**. The City and the Consultant must agree in writing upon such fee for a specific task based on the Fee Schedule prior to the Consultant beginning the Additional Services."

5. Article IV is amended to read as follows:

DELETE: Section 4.3 in its entirety and replace with the following:

"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. 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. 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).

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 Project; and (2) the policy will be maintained in force for a period of three years after substantial completion of the Project 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 Contract or in the Special General Conditions 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 Eligible Surplus Lines Insurers (LESLI 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 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, (c) your work, including but not limited to your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled or used by you.

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

4.3.4.2 Automobile 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 Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of automobiles owned, leased, hired or borrowed

by or on behalf of the Design Professional.

4.3.4.3 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."

6. Delete Section 4.8 in its entirety and replace with the following:

"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."

7. **ADD: "4.20 ADA Certification.** The Consultant 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."

8. Article VI is amended to read as follows:

DELETE Article VII in its entirety and replace with the following:

“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, attorney’s 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 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.”

9. Article VII is amended to read as follows:

Delete Section 7.13 in its entirety and replace with the following:

“7.13 The Consultant agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).”

10. Article IX is amended to read as follows:

Delete Section 9.1 in its entirety and replace with the following:

“9.1 Notices. In all cases where written notice is required under this Agreement, service shall be deemed sufficient if the notice is deposited in the United States mail, postage paid. Proper notice shall be effective on the date it is mailed, unless provided otherwise in this Agreement. For the purpose of this Agreement, unless otherwise agreed in writing, notice to the City shall be addressed to: *Engineering and Capital Projects Department, c/o Brad Johnson, MS 908A, 600 B Street, Suite 800, San Diego, CA 92101*, and notice to the Design Professional shall be addressed to: *Rick Engineering Company, 5620 Friars Road, San Diego, CA 92110.*”

11. ADD: **“9.20 San Diego’s Strong Mayor Form of Governance.** All references to ‘City Manager’ in this Agreement and all subsequent amendments thereto shall be deemed to refer to ‘Mayor.’ This section becomes effective on January 1, 2006 and shall remain in effect for the duration the City operates under the mayor-council (commonly referred to as ‘strong mayor’) form of governance pursuant to article XV of the City of San Diego City Charter.”

12. ADD: **“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.”

13. ADD: **“9.22 Contractor Standards.** This Agreement is subject to the Contractor Standards clause of the Municipal Code Chapter 2, Article 2, Division 32 adopted by Ordinance No. O-19383. All consultants are required to complete the Contractor Standards Pledge of Compliance included herein as Exhibit J. The Contractor Standards are available online at www.sandiego.gov/purchasing/vendor/index.shtml or by request from the Purchasing & Contracting Department by calling (619) 236-6000.”

14. Article V is added to read as follows:

“Article X INTELLECTUAL PROPERTY RIGHTS

10.1 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 Contractor, 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.

10.2 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 Contractor, 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 Product mentioned in this article for purposes unrelated to Design Professional’s work on behalf of the City without prior written consent of the City.

10.3 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.

10.4 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.

10.5 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(s) to the City, the agreement between Design Professional and the Subcontractor [Subcontractor Agreement] shall include a statement that identifies that the Deliverable/Work product as a “work-for hire” as defined in the Act and that all intellectual property rights in the Deliverable/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, including all copyrights and other intellectual property rights. City shall have the right to review any Subcontractor agreement for compliance with this provision.

10.6 Publication 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.

10.7 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 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 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.

10.8 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, attorney's fees.

10.9 San Diego's Strong Mayor Form of Governance. All references to 'City Manager' in this Agreement and all subsequent amendments thereto shall be deemed to refer to 'Mayor.' This section becomes effective on January 1, 2006 and shall remain in effect for the duration the City operates under the mayor-council (commonly referred to as 'strong mayor') form of governance pursuant to article XV of the City of San Diego City Charter."

15. The following attachments are incorporated herein by reference as follows: Exhibits A-1 (Scope of Services), B-1 (Compensation and Fee Schedule), C-1 (Time Schedule), and J (Contractor Standards Pledge of Compliance).

16. The Parties agree that this First Amendment to the Agreement represents the entire understanding of the Consultant and the City and affects only those paragraphs referred to, and all other terms and conditions of the Agreement remain in full force and effect.

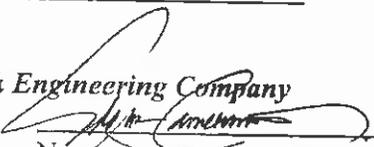
IN WITNESS WHEREOF, this First Amendment to the *Agreement for El Camino Real (Federal Version)* is executed by the City of San Diego acting by and through its Mayor, or his designee, pursuant to Ordinance No. _____ authorizing such execution, and by Consultant.

THE CITY OF SAN DIEGO
Mayor or Designee

By _____

Date: _____

Rick Engineering Company

By:  _____

Name: EDGAR CAMERINO

Title: ASSOCIATE

Date: AUGUST 20, 2010

I HEREBY APPROVE the form and legality of the foregoing Amendment on this _____ day of _____, 20__.

JAN I. GOLDSMITH, City Attorney

By: _____

Ryan Kohut
Deputy City Attorney

Exhibit A-1

SCOPE OF SERVICES EL CAMINO REAL BRIDGE PROJECT ADDITIONAL ENVIRONMENTAL SUPPORT SCOPE

The following summarizes the anticipated, additional tasks through final CEQA approval of the EIR:

1. Provide ongoing updates to exhibits and narratives showing revisions to the proposed mitigation concept plan.
 - a) Pursuant to a February 3, 2009 email from the City of San Diego to Rick Engineering Company, "if it is determined that the El Camino Real Bridge Widening project is required to off-set potential impacts to mitigation lands previously identified in association with the Golf Course expansion, then there could be potential hydrology/hydraulic analysis and/or design in support of additional wetland mitigation." The HEC-RAS modeling of the final version of the mitigation concept plan is covered under a separate task, however, if additional mitigation areas are added for Fairbanks Ranch Country Club then additional fees may be required.

Upon acceptance of the mitigation concept plan (pursuant to the latest revision, June 16, 2009), Rick Engineering Company will finalize the design of the site. The following tasks will be performed:

- Grading design of the mitigation site.
 - Determination of mitigation site quantities/costs.
 - Prepare final mitigation site exhibits for inclusion into the EIR. 11" X 17" plan exhibits will be created and will depict the proposed mitigation site design superimposed onto an existing aerial photo.
 - Prepare revisions to the EIR text (portions of Section 3.7) to update the narrative descriptions for the revised mitigation concept plan and update tables and descriptions for velocities and water surface elevations as a result of the hydraulic changes. This includes adjusting the limits of buried bank protection mitigation for increased velocities upstream of the proposed bridge, if the velocity impacts are altered. Text and tables will also be provided (as necessary) to address the alternative option of removing the existing bridge as part of the eastern alignment alternative.
2. Prepare an update to the Rick Engineering Company report titled "Hydraulic Study for El Camino Real Bridge Project on the San Dieguito River," dated April 27, 2006. The report is a reference for the Draft EIR and will require revisions to provide updated HEC-RAS modeling of the revised mitigation concept plan. An additional alternative will be modeled to show the effects (if any) of removing the existing bridge with the eastern alignment alternative. The resulting designs/plans from tasks 1a and 1b (above) will be modeled and presented within this updated report. Only the final layout will be modeled within HEC-RAS and presented in the updated study.
 3. Provide EIR support services related to the intersection of VDLV and El Camino Real North and the potential impacts and solutions for conveyance of flows from the tributary watershed North of

VDLV. The following sub-tasks identify these services:

- a) Prepare a local hydrology study for the tributary from north of VDLV based on the City of San Diego Drainage Design Manual (1984), using the modified rational method and weighted C-values based on existing conditions in the watershed. This includes a site visit to adjust/verify the watershed limits since large differences exist b/w several studies completed to date.
- b) Provide support for updating text within the EIR for flow rates (Q's) and proposed solutions for conveyance of the tributary from the north of Via De La Valle through and/or around the property on the southeast corner of the intersection with El Camino Real.

As a result of our review, findings and coordination with the City and current owner of this property, the following tasks will be performed:

- Size the cross culvert under Via de la Valle based on the approved flows.
 - Design the cross culvert. Determine the location, as well as, the horizontal and vertical alignment of the proposed crossing.
 - Verify any associated utility impacts.
 - Determine the grading impacts associated with the proposed cross culvert.
 - Revise the Via de la Valle exhibits for inclusion into the EIR.
 - Determine the quantities and costs associated with the cross culvert.
4. General Civil Support Design Tasks – Rick Engineering Company will provide general design services support to the City through the re-circulation date of the EIR. Tasks can include, but are not limited to:
- Prepare new or revise existing exhibits needed for EIR approval such as the Polo Field/Soccer Field Exhibits.
 - Prepare design studies/calculations for the project.
 - Update the Opinion of Probable Costs (Total, Participating, and Non-Participating) for the reduced width cross section of the Eastern Alignment.

It is anticipated that Rick Engineering Company design staff will average approximately 30 hours per month through the re-circulation date of the EIR.

5. Meetings and Coordination (until EIR re-circulation) - prepare for and attend meetings with the City of San Diego and the project team (including RECON and others). Ongoing coordination throughout the process will be required between team members.
6. Respond to EIR comments for Final EIR, including meetings and coordination (following EIR re-circulation) - prepare for and attend meetings with the City of San Diego, the project team including Recon and others, and the Resource Agencies including Fish and Wildlife and Fish and Game. Ongoing coordination throughout the process will be required between team members.
7. Roundabouts - The latest design concept involves the implementation of roundabouts at each of the intersections along the proposed El Camino Real alignment and along Via de la Valle.

Ourston Engineering will handle the design tasks related to the roundabouts and their scope is as follows:

Traffic Analysis & Potential Impacts to the Surrounding Business

- Optimizing the previous SYNCHRO analysis, for preferred timings;
- VISSIM simulation with aerial animations of the four roundabouts;
- Assess current access points to the surrounding businesses; and
- Write up and model output.

Detailed Description of each Roundabout

- Optimize previous roundabout designs for circle size and location;
- Mitigate impacts to the proposed development located south of Via de la Valle between North El Camino Real and South El Camino Real;
- Confirm bicycle lanes and crosswalks;
- Pavement marking design;
- Signing design of the corridor to include approach signing and guide/map type signs; and
- Guidance on landscaping opportunities.

Lighting Description, Analysis, and Impacts

- General pole locations and guidance for lighting design, including recommended low light cut-off fixture type.

Grading Analysis and Impacts

- Typical sections at each roundabout.

Cost Estimate and Savings Analysis

- Comparison between signals and roundabouts;
- Lifecycle cost estimate and savings analysis (signals related costs based on previous report);
- Discuss air quality improvement potential;
- Fuel efficiency comparisons (CO₂ emissions and fuel consumption) based vehicle delay estimates;
- Quantitative and qualitative impacts and benefits; and

Meetings

- Present findings to a stakeholder group and/or to the project team.

EIR Input and Follow-up

- An executive summary for EIR Report; and
- Summarize results in a report for input to the EIR Addendum

The report we will provide is intended to fulfill the traffic needs and the needs of the EIR related to documenting the roundabout option and its operational and cost impacts. Ourston will be available to answer questions or respond to comments once the updated EIR is released to the public.

ARCADY Training

- The training will encompass two days and will include a take home booklet. The training will focus on: an ARCADY overview, hands-on ARCADY analysis practice problems, and lane configuration development. Travel for this meeting is in conjunction with the shareholders project meeting.

Detailed Information Required:

- Recent construction unit prices to assess and compare the costs of improvements;
- A contour map of local topography;
- Signals related cost estimate;
- Direction and clarification of right-of-way constraints, including obtainable/not obtainable priorities and preferences;
- How is drainage going to be handled at the proposed seniors development; and
- Previous EIR Report, completed by others.

The proposed costs for Ourston Engineering is inclusive of expenses totaling: **\$ 4,160.00**

Rick Engineering Company will provide Ourston Engineering the necessary base file information to complete their work. Rick Engineering Company will also coordinate and assist Ourston Engineering, as needed, to complete their tasks.

In addition, Rick Engineering Company will handle the re-design of El Camino Real and Via de la Valle outside of the roundabout areas. The following tasks will need to be completed:

- Re-design, as necessary, the roadway portions where the curb-to-curb width is 60-ft.;
- Re-grade the revised roadway sections and blend-in the roundabout grading;
- Incorporate a 12-ft. bike path on the east side of El Camino Real; and
- Update the quantities and estimate for the reduced cross-section of El Camino Real.

Ourston Engineering Costs - \$50,600.00

8. Site Development Permit (SDP)

Prepare Site Development Plans for City of San Diego processing of a Site Development Permit. The plans will be preliminary in nature, prepared at a scale of 1"=50', and will include a title sheet, preliminary cross sections, plan/profile sheets, and preliminary right of way requirements.

9. Traffic Study Update

Due to outdated traffic counts, the current traffic study will need to be updated. Urban Systems and Associates (USA) will handle the traffic tasks related to updating the traffic study and their scope is as follows:

Tasks:

1. Update existing conditions and project alternatives exhibits, information, and count data

- to be provided by the City for seven street segments and five intersections.
2. Recalculate levels of service for seven street segments and five intersections for existing and Year 2030 conditions.
 3. Incorporate roundabout analysis and exhibits. All analysis and information to be provided by others.
 4. Incorporate updated intersection striping concept exhibits which are prepared by Urban Systems Associates up to three concepts.
 5. Incorporate analysis and exhibits for up to three project variations or alignments. Alternatives to be prepared by others.
 6. Update balance of report for CEQA use only. Does not include NEPA update.
 7. Up to 18 hours of meeting / hearings team coordination.

Assumptions:

1. Use same study area
2. Evaluate only existing and 2030 conditions.
3. Use Series 11 Regional Travel Forecasts from SANDAG for 2030 volumes.
4. Update of future forecasts regarding other projects is not included in scope.
5. Do not recalculate LOS for any interim conditions.

Urban Systems & Associates Costs (inclusive of expenses) - \$9,259.00

10. Optional Task - Due to the addition of the roundabouts alternative, the drainage design along Via de la Valle may need to be re-designed and re-analyzed. The following tasks are anticipated:

- Use the discharge calculated from Task No. 3 above;
- Re-design the horizontal and vertical alignment of the open channel along the south side of Via de la Valle;
- Modify the channel cross-section as needed;
- Determine the grading limits of the open channel;
- Determine the quantities and costs for the drainage modifications in this area;
- Prepare a new alignment (roundabouts) exhibit to incorporate into the EIR;
- Determine and design an underground storm drain system in lieu of the open channel alternative.
- Determine quantities and costs for the storm drain system

FEE SCHEDULE BACKUP
(WITH ESTIMATED HOURS)

RICK ENGINEERING COMPANY JOB NUMBER: 14767

RICK ENGINEERING COMPANY CONTACT: Super-Cameras@rickeng.com

LABOR COSTS										TOTAL HOURS	COST
Category	Principal	Assistant	Assistant	Project	Design	Detail	Survey	TOTAL	COST		
	Principal	CPH	CPH	Engineer	Engineer		Field				
(Fully Burdened Rate) \$ 175.00 \$ 160.00 \$ 160.00 \$ 180.00 \$ 187.50 \$ 89.00 \$ 104.00											
TASK DESCRIPTION											
1. Prepare Updates in Exhibits and Narratives for Proposed Mitigation Concept Plan											
C	Ordering stamps of the mitigation site	0	0	0.5	0	5	0	0	5.5	\$ 910	
C	Determination of mitigation site quantities	0	0	0.5	0	1	0	0	1.5	\$ 182	
C	Preparing final mitigation site exhibits for EIR	0	0	0.5	0	1	0	0	1.5	\$ 182	
WR	Prepare comments to the EIR text (3.7), for corrections, items, limits of mitigation for treatment schedules	1	0	2	12	14	0	0	20	\$ 3,533	
Total		1	0	3.5	12	21	0	0	37.5	\$ 4,807	
2. Prepare Update to Hydraulic Study Report for San Dieguito River											
WR	Update Text - including: WSEL tables, X-500 estimation at Mitigation Area, narrative describing hydraulics of Mitigation Area, Limits of TRM, and exhibit for slope of flow	1	0	2	8	14	0	0	25	\$ 3,013	
WR	Update HEC-RAS model - adjust bedrock and flood through cut with recent X-500 data, adjust ineffective flow areas, alternative model to offset velocity impacts / benefits	0	0	1	12	20	0	0	33	\$ 5,900	
WR	Update HEC-RAS Exhibit	0	0	0	1	4	0	0	5	\$ 558	
C	Call Request	0	0	2.5	0	2	0	0	4.5	\$ 584	
Total		1	0	3.5	21	40	0	0	67.5	\$ 10,155	
3. EIR Support Services/Tributary Watershed North of VDLV											
WR	Prepare final hydrology study for temporary suspended water facilities with City staff to identify approved permits	1	0	2	10	12	0	0	25	\$ 3,059	
WR	Prepare/coordinate approved solutions for permit flow through and/or around the production on the south side of VDLV near ECR North	2	0	2	8	4	0	0	16	\$ 2,118	
WR	Update EIR text for flow into pre-approved solutions	0	0	1	2	4	0	0	7	\$ 931	
C	Design the pre-construction permit (stormwater)	0	0	2	0	18	0	0	20	\$ 2,726	
C	Verify any suspended utility impacts	0	0	1	0	3	0	0	4	\$ 471	
C	Calculate the stream impacts of project / channel	0	0	1	0	7	0	0	8	\$ 899	
C	Review the VDLV permits for violations in EIR	0	0	1	0	5	0	0	6	\$ 688	
C	Determine quantities and areas associated with solution	0	0	0.5	0	3	0	0	3.5	\$ 306	
Total		3	0	10.5	20	56	0	0	80.5	\$ 10,832	
4. General Civil Support Design Tasks											
C	Update the construction and construction final, permitting, non-permitting for the respondents non-utility of the Eastern Alignment	0	0	1.5	0	16	0	0	18.5	\$ 2,151	
C	Project Coordination to support the I-4 Corridor Project Team	0	0	3	0	0	0	0	3	\$ 450	
WR	Project Coordination to support the I-4 Corridor Project Team	5	0	0	15	0	0	0	20	\$ 2,825	
C	Project Meetings to support the I-4 Corridor Project Team. It is anticipated that Rick Engineering Company will attend up to one (1) meeting	0	0	3	0	0	0	0	3	\$ 450	
WR	Project Meetings to support the I-4 Corridor Project Team. It is anticipated that Rick Engineering Company will attend up to five (5) meetings	15	0	0	15	0	0	0	30	\$ 4,575	
C	Meeting/minutes in Tables	0	0	0	0	100	30	0	130	\$ 13,370	
Total		20	0	7.5	30	116	30	0	203.5	\$ 23,821	
5. Meetings and Coordination (pre - EIR Re-circulation)											
C	City	0	0	80	0	0	0	0	80	\$ 12,000	
WR	Water Resolutions	4	0	0	40	2	0	0	46	\$ 6,114	
Total		4	0	80	40	2	0	0	126	\$ 18,114	
6. Response to EIR Comments for Final EIR (post - EIR Re-circulation)											
C	City	0	0	10	0	0	0	0	10	\$ 1,800	
WR	Water Resolutions	4	0	0	16	2	0	0	22	\$ 2,904	
Total		4	0	10	16	2	0	0	32	\$ 4,704	
7. Roundabouts (Coord. w/Durston Engineering)											
C	Review geometry alignment	0	0	0.5	0	4	0	0	4.5	\$ 603	
C	Review vertical table	0	0	4	0	24	0	0	28	\$ 3,158	
C	Review quantities and estimate	0	0	3	0	32	0	0	35	\$ 3,874	
C	Project Coordination (Durston)	0	0	8	0	24	0	0	32	\$ 3,798	
WR	Water Resolutions	0	0	0	0	0	0	0	0	\$ -	
Total		0	0	15.5	0	84	0	0	90.5	\$ 11,333	
8. Site Development Permit plans											
C	City	3	0	24	0	80	0	0	107	\$ 12,885	
WR	Water Resolutions	2	0	0	8	32	0	0	42	\$ 4,814	
Total		5	0	24	8	112	0	0	149	\$ 17,699	
9. Traffic Study Update (Coordination w/USA)											
C	City	0	0	18	0	24	0	0	42	\$ 5,208	
WR	Water Resolutions	0	0	0	0	0	0	0	0	\$ -	
Total		0	0	18	0	24	0	0	42	\$ 5,208	
10. Drainage Channel Design/Drainage System Analysis for Roundabouts (Optional)											
C	Review geometry alignment	0	0	1.5	0	8	0	0	7.5	\$ 907	
C	Determine/verify channel cross section	0	0	0.5	0	3	1.5	0	5	\$ 530	
C	Determine final design level	0	0	1	0	10	0	0	11	\$ 1,220	
C	Determine flow quantities and velocities for channel channel	0	0	1	0	8	0	0	9	\$ 1,000	
C	Compile data alignment exhibit for EIR	0	0	1	0	2	4	0	7	\$ 720	
C	Design alternative 4-lane drain system system	0	0	4	0	16	0	0	20	\$ 2,520	
C	Determine quantities and estimate for storm drain system	0	0	1	0	8	0	0	9	\$ 1,008	
C	Project Coordination	0	0	8	0	24	0	0	32	\$ 3,768	
WR	Water Resolutions	0	0	0	0	0	0	0	0	\$ 0	
Total		0	0	26	0	76	5.5	0	110.5	\$ 12,843	

Sub-Total:	\$ 118,791
Reimbursables	\$ 3,870
Durston Engineering Costs	\$ 50,800
Urban Systems Associates, Inc Costs	\$ 9,288
Additional Professional Services	\$ 15,000
Total:	\$ 197,130



Hourly Rates – California Offices

February 27, 2010 – August 27, 2010

Principal Consultant (Special Projects).....	\$ 200.00	Associate Landscape Architect	\$140.00
Principal.....	175.00	Principal Project Landscape Architect/Manager	125.00
Associate Principal	160.00	Associate Project landscape Architect/Manager	115.00
Associate/Manager.....	150.00	Assistant Project Landscape Architect/Manager.....	105.00
Principal Project Engineer/Manager	130.00	Principal Landscape Designer.....	97.00
Associate Project Engineer/Manager	125.00	Associate Landscape Designer.....	92.00
Assistant Project Engineer/Manager	115.00	Assistant Landscape Designer	87.00
Principal Engineering Designer	107.00	Principal Landscape Drafter.....	76.00
Associate Engineering Designer	102.00	Associate Landscape Drafter	71.00
Assistant Engineering Designer.....	97.00	Assistant Landscape Drafter	65.00
Principal Engineering Drafter.....	89.00	Associate Environmental Project Manager	\$125.00
Associate Engineering Drafter.....	82.00	Assistant Environmental Project Manager	115.00
Assistant Engineering Drafter.....	74.00	Principal Environmental Specialist.....	107.00
Principal Construction Engineer/Manager	\$130.00	Associate Environmental Specialist.....	102.00
Associate Construction Engineer/Manager.....	125.00	Assistant Environmental Specialist.....	97.00
Assistant Construction Engineer/Manager.....	115.00	Environmental Technician	74.00
Principal Construction Technician.....	107.00	Expert Witness.....	\$300.00
Associate Construction Technician.....	102.00	Court Appearance per half day or part.....	1,200.00
Assistant Construction Technician	97.00	Photogrammetry Supervisor	\$135.00
Principal Transportation/Traffic Engineer	\$130.00	Principal Photogrammetrist.....	105.00
Associate Transportation/Traffic Engineer.....	125.00	Associate Photogrammetrist	95.00
Assistant Transportation/Traffic Engineer.....	115.00	Assistant Photogrammetrist	93.00
Principal Transportation/Traffic Designer	107.00	GIS Manager.....	\$150.00
Associate Transportation/Traffic Designer	102.00	Principal GIS Analyst	\$105.00
Assistant Transportation/Traffic Designer.....	97.00	Associate GIS Analyst	100.00
Director of Planning.....	\$160.00	Assistant GIS Analyst.....	93.00
Principal Project Planner	150.00	Principal Computer Graphics Editor.....	88.00
Senior Project Planner	125.00	Associate Computer Graphics Editor.....	83.00
Assistant Project Planner	115.00	Assistant Computer Graphics Editor.....	73.00
Senior Planner.....	107.00	Field Supervisor	\$130.00
Associate Planner.....	102.00	One-person Survey Party	105.00
Assistant Planner	97.00	Two-person Survey Party.....	170.00
Senior Planning Technician.....	89.00	Three-person Survey Party.....	235.00
Associate Planning Technician.....	82.00	Prevailing wage rates for Survey Parties slightly higher.	
Assistant Planning Technician.....	74.00	Computing & Mapping Director.....	\$130.00
Planning Assistant	60.00	Principal Survey Analyst	120.00
Principal Water Resources Designer	\$107.00	Associate Survey Analyst	105.00
Associate Water Resources Designer	102.00	Assistant Survey Analyst	90.00
Assistant Water Resources Designer	97.00	GPS Pre-planning/Post-processing	120.00
		GPS Survey Party	85.00/person/hour
		Associate Project Administrator	\$60.00
		Assistant Project Administrator	43.00
		Administrative Assistant.....	60.00

When authorized, overtime shall be charged at the listed rates times 1.3.

Unless otherwise agreed upon, we shall charge for printing, reproduction, deliveries, transportation, and other expenses.

EXHIBIT C-1

TIME SCHEDULE

Milestone 1:	Update Traffic Study	4 weeks
Milestone 2:	Roundabout Design	6 weeks
Milestone 3:	Update Mitigation Concept Plan	2 weeks
Milestone 4:	Update Hydraulic Study for San Dieguito River	3 weeks
Milestone 5:	EIR Updates & Tributary Watershed Analysis (North of VDLV)	3 weeks
Milestone 6:	Site Development Permit	8 weeks
Milestone 7:	Drainage Design and Analysis for Roundabouts (Optional)	5 weeks

City of San Diego Purchasing & Contracting Department
CONTRACTOR STANDARDS
Pledge of Compliance

Effective December 24, 2008, the Council of the City of San Diego adopted Ordinance No. O-19808 to extend the Contractor Standards Ordinance to all contracts greater than \$50,000. The intent of the Contractor Standards clause of San Diego Municipal Code §22.3224 is to ensure the City of San Diego conducts business with firms that have the necessary quality, fitness and capacity to perform the work set forth in the contract.

To assist the Purchasing Agent in making this determination and to fulfill the requirements of §22.3224(d), each bidder/proposer must complete and submit this *Pledge of Compliance* with the bid/proposal. If a non-competitive process is used to procure the contract, the proposed contractor must submit this completed *Pledge of Compliance* prior to execution of the contract. A submitted *Pledge of Compliance* is a public record and information contained within will be available for public review for at least ten (10) calendar days, except to the extent that such information is exempt from disclosure pursuant to applicable law.

All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, respondents must use the *Pledge of Compliance Attachment "A"* and sign each page. The signatory guarantees the truth and accuracy of all responses and statements. Failure to submit this completed *Pledge of Compliance* may make the bid/proposal non-responsive and disqualified from the bidding process. If a change occurs which would modify any response, Contractor must provide the Purchasing Agent an updated response within thirty (30) calendar days.

A. PROJECT TITLE:

El Camino Real Bridge/Road Widening Project for the City of San Diego

B. BIDDER/CONTRACTOR INFORMATION:

Legal Name		DBA	
Glenn A. Rick Engineering & Development Corporation		Rick Engineering Company	
Street Address	City	State	Zip
5620 Friars Road	San Diego	CA	92110
Contact Person, Title	Phone	Fax	
Mr. Edgar Camerino, PE	619.291.0707	619.291.4165	

C. OWNERSHIP AND NAME CHANGES:

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

- Yes No

If Yes, use *Pledge of Compliance Attachment "A"* to list all prior legal and DBA names, addresses and dates when 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 *Pledge of Compliance 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. Check one only on this page. Use *Pledge of Compliance Attachment "A"* if more space is required.

Corporation Date incorporated: 09 / 21 / 1955 State of incorporation: California

List corporation's current officers: President: Roger L. Ball, PE
Vice Pres: Paul Iezzi, PE
Secretary: Dennis Bowling, PE
Treasurer: Val Mojica, Controller

Is your firm a publicly traded corporation? Yes No

If Yes, name those who own five percent (5%) or more of the corporation's stocks:

Limited Liability Company Date formed: ___/___/___ State of formation: _____

List names of members who own five percent (5%) or more of the company:

Partnership Date formed: ___/___/___ State of formation: _____

List names of all firm partners:

Sole Proprietorship Date started: ___/___/___

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

Joint Venture Date formed: ___/___/___

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

Note: Each member of a Joint Venture must complete a separate *Contractor Standards Pledge of Compliance* for a Joint Venture's submission to be considered responsive.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm in preparation for, in the process of, or in negotiations toward being sold?
 Yes No

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances, including name of the buyer and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?
 Yes No

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

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 *Pledge of Compliance Attachment "A"* to explain specific circumstances.

2. In the past five (5) years, has a government agency terminated your firm's contract prior to completion?
 Yes No

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

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executives or management 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, wage and hours, and licensing laws which affect employees?
 Yes No

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances surrounding each instance; include name of entity involved, 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 debarred or determined to be non-responsible by a government agency?
 Yes No

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances of each instance; include name of entity involved, 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 governmental entity?

Yes No

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances of each instance; include the entity involved, specific infraction(s) or 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 *Pledge of Compliance Attachment "A"* to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

- I. TYPE OF SUBMISSION: This document is submitted as:

Initial submission of *Contractor Standards Pledge of Compliance*.

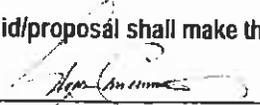
Update of prior *Contractor Standards Pledge of Compliance* dated 4 / 19 / 2010 .

Complete all questions and sign below. Each *Pledge of Compliance Attachment "A"* page must be signed. Under penalty of perjury under the laws of the State of California, I certify I have read and understand the questions contained in this *Pledge of Compliance* and that I am responsible for completeness and accuracy of responses and all information provided is true to the best of my knowledge and belief. I further certify my agreement to the following provisions of San Diego Municipal Code §22,3224:

- (a) To comply with all applicable 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) To notify the Purchasing Agent within fifteen (15) calendar days upon receiving notification that a government agency has begun an investigation of the Contractor that may result in a finding that the Contractor is or was not in compliance with laws stated in paragraph (a).
- (c) To notify the Purchasing Agent within fifteen (15) calendar days when there has been a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).
- (d) To provide the Purchasing Agent updated responses to the *Contractor Standards Pledge of Compliance* within thirty (30) calendar days if a change occurs which would modify any response.
- (e) To notify the Purchasing Agent within fifteen (15) 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).
- (f) To cooperate fully with the Purchasing Agent and the City during any investigation and to respond to a request for information within ten (10) working days from the request date.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive.

Edgar Camerino, PE, Project Manager
Print Name, Title


Signature

June 3, 2010

Date

City of San Diego Purchasing & Contracting Department
CONTRACTOR STANDARDS

Pledge of Compliance Attachment "A"

Provide additional information in space below. Use additional *Pledge of Compliance Attachment "A"* pages as needed; sign each page. Print in ink or type responses and indicate question being answered. Information provided will be available for public review, except if exempt from disclosure pursuant to applicable law.

D. BUSINESS ORGANIZATION/STRUCTURE:

Principals of firm: Dennis Bowling, PE
Bruce Paton, PE
Donald Woolley, PLS
Kai Ramer, PE, TE
James Kuhlken, LLA, LEED AP
Paul Iezzi, PE
Robert Stockton, PE

Under penalty of perjury under the laws of the State of California, I certify I have read and understand the questions contained in this *Contractor Standards Pledge of Compliance* and that I am responsible for completeness and accuracy of responses on this *Pledge of Compliance Attachment "A"* page and all information provided is true to the best of my knowledge.

Edgar Camerino, PE, Project Manager
Print Name, Title


Signature

June 3, 2010
Date



City of San Diego
EQUAL OPPORTUNITY CONTRACTING (EOC)
 1010 Second Avenue • Suite 500 • San Diego, CA 92101
 Phone: (619) 533-4464 • Fax: (619) 533-4474

WORK FORCE REPORT

ADMINISTRATIVE

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

CONTRACTOR IDENTIFICATION

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

Name of Company: Rick Engineering Company

AKA/DBA: Glenn A. Rick Engineering Company

Address (Corporate Headquarters, where applicable): 5620 Friars Road

City San Diego County San Diego State California Zip 92110-2596

Telephone Number: (619) 291-0707 FAX Number: (619) 291-4165

Name of Company CEO: Roger L. Ball

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):
 Address: _____
 City _____ County _____ State _____ Zip _____
 Telephone Number: () _____ FAX Number: () _____

Type of Business: _____ Type of License: _____

The Company has appointed: Cynthia J. Landau
 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: 5620 Friars Road - San Diego, California, 92110-2596
 Telephone Number: (619) 291-0707 FAX Number: (619) 291-4165

- 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 Rick Engineering Company
 (Firm Name)

San Diego, California hereby certify that information provided
 (County) (State)

herein is true and correct. This document was executed on this 3 day of June, 2010

[Signature]
 (Authorized Signature)

Cynthia J. Landau
 (Print Authorized Signature Name)

WORK FORCE REPORT – NAME OF FIRM: Rick Engineering Company DATE: June 3, 2010

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

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

- (1) Black, African-American
- (2) Hispanic, Latino, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial			1						1		14	3		
Professional														
A&E, Science, Computer		1	8		4	0			1	1	28	13		
Technical			6								4	2		
Sales														
Administrative Support		1		1					1	2	3	10		
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column	2	15	1	4	0				3	3	49	28		
--------------------	---	----	---	---	---	--	--	--	---	---	----	----	--	--

Grand Total All Employees 105

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

Disabled											1			
----------	--	--	--	--	--	--	--	--	--	--	---	--	--	--

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

SUBCONTRACTORS LIST

INFORMATION REGARDING SUBCONSULTANTS PARTICIPATION:

1. Subcontractors List shall include name and complete address of all Subconsultants who will receive more than one half of one percent (0.5%) of the Prime Consultant's fee.
2. Proposer shall also submit subconsultant commitment letters on subconsultant's letterhead, no more than one page each, from subconsultants listed below to acknowledge their commitment to the team, scope of work, and percent of participation in the project.
3. Subconsultants shall be used for scope of work listed. No changes to this Subconsultants List will be allowed without prior written City approval.

NAME AND ADDRESS SUBCONSULTANTS	SCOPE OF WORK	PERCENT OF CONTRACT	DOLLAR AMOUNT OF CONTRACT	* MBE/ WBE/DBE/ DVBE/OBE	** WHERE CERTIFIED
Ourston Roundabout Engineering 5325 Wall Street, Suite 2305 Madison, WI 53718	Roundabout Design & Engineering	26%	\$50,600	OBE	N/A
Urban Systems Associates, Inc. 4540 Kearny Villa Road, Suite 106 San Diego, CA 92123	Traffic Engineering	5%	\$9,259	OBE	N/A

**For information only.* As appropriate, Proposer shall identify Subcontractors as:

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

**For information only.* As appropriate, Proposer shall indicate if Subcontractor is certified by:

City of San Diego	CITY
State of California Department of Transportation	CALTRANS

CONSULTANT CERTIFICATION FOR A DRUG-FREE WORKPLACE

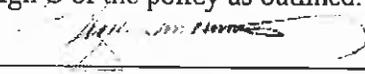
PROJECT TITLE: El Camino Real Bridge/Road Widening Project

I hereby certify that I am familiar with the requirement of San Diego City Council Policy No. 100-17 regarding Drug-Free Workplace as outlined in the request for proposals, and that:

Rick Engineering Company (dba: Glenn A. Rick Engineering & Development Corporation

Name under which business is conducted

has in place a drug-free workplace program that complies with said policy. I further certify that each subcontract agreement for this project contains language which indicates the Subcontractors agreement to abide by the provisions of Section 4.9.1 subdivisions A through C of the policy as outlined.

Signed 

Printed Name Edgar Camerino, PE

Title Project Manager

Date June 3, 2010



The City of San Diego
Purchasing and Contracting Department
Contractor / Vendor Registration

Vendor ID: _____
(To be provided by City)

Firm Information

Firm Name: Rick Engineering Company
Firm Address: 5620 Friars Road
City: San Diego State: CA Zip: 92110
Phone: 619-291-0707 Fax: 619-291-4165
Taxpayer ID: 95-1859899 Business License: B1974001388
Website: www.rickengineering.com

Contact Information

Name: Edgar Camerino, PE
Title: Associate
Email: ecamerino@rickengineering.com
Phone: 619-291-0707 Cell: _____

Address to Which Bids or Contracting Opportunities Should Be Sent
(If different from above)

Check here if same from above

Mailing Address: _____
City: _____ State: _____ Zip: _____

Construction Licenses (If applicable)

License Number:	_____	License Type:	_____
License Number:	_____	License Type:	_____
License Number:	_____	License Type:	_____
License Number:	_____	License Type:	_____

Form continues on reverse side

Product/Services Description:

Civil Engineering, Transportation & Traffic Engineering, Water Resources Engineering, Urban Design & Planning, Redevelopment, Landscape Architecture, Surveying & Mapping, GIS, Photogrammetry, Construction Management Services

Product/Services Information:

NAICS Codes:

*541330, 541320, 541370

*select from a list of available NAICS Codes either from the website <http://www.census.gov/epcd/www/naics.html> and select 2007 NAICS codes 6 digit only or from a hard copy available at Purchasing and Contracting

Ownership Classification

Classification:

* N/A

(* select from the list of Ownership Classification Codes provided below)

Check here if Certified by Agency:

Certification #:

Agency:

Certification #:

Agency:

Ownership Classification Codes:

MBE/African American	(Minority Business Enterprise/African American)
MBE/Hispanic	(Minority Business Enterprise/Hispanic)
MBE/Asian	(Minority Business Enterprise/Asian)
MBE/Pacific Islander	(Minority Business Enterprise/Pacific Islander)
MBE/Native American	(Minority Business Enterprise/Native American)
WBE	(Women Business Enterprise)
DBE	(Disadvantaged Business Enterprise)
DVBE	(Disabled Veteran Business Enterprise)
OBE	(Other Business Enterprise)

Information regarding a vendor's racial or gender ownership status will not be used as a factor in the City's selection process for any contract.

CERTIFICATION OF CONSULTANT

I HEREBY CERTIFY that I am the Project Manager and duly authorized representative of the firm of Rick Engineering Company, whose address is 5620 Friars Road San Diego, CA 92110 and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this Agreement; nor
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the agreement; nor
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement.

I acknowledge that this Certificate is to be furnished to the California Department of Transportation (CALTRANS) in connection with this Agreement involving participation of Federal-aid Highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

June 3, 2010

(Date)



(Signature)

EXHIBIT B-1 (Reference Backup)

Re: Request for Proposal
El Camino Real/Via de la Valle (Four Intersections)
Roundabout and Signal Comparison Addendum to the EIR
San Diego, CA
Our Proposal Number 10007

Provide the roundabout comparison to signals for the four intersections located in the El Camino Real and Via de La Valle corridor. The report will include: a traffic analysis, potential impacts to nearby access, optimizing previous four roundabout designs, and update the cost estimates.

Detailed Tasks

Under the direction of Rick Engineering Company's Project manager we will undertake the following tasks:

- Traffic Analysis & Potential Impacts to the Surrounding Business
 - Optimizing the previous SYNCHRO analysis, for preferred timings;
 - VISSIM simulation with aerial animations of the four roundabouts;
 - Assess current access points to the surrounding businesses; and
 - Write up and model output.
- Detailed Description of Each Roundabout
 - Optimize previous roundabout designs for circle size and location;
 - Mitigate impacts to the proposed development located south of Via de la Valle between North El Camino Real and South El Camino Real;
 - Confirm bicycle lanes and crosswalks;
 - Pavement marking design;
 - Signing design of the corridor to include approach signing and guide/map type signs; and
 - Guidance on landscaping opportunities.
- Lighting Description, Analysis, and Impacts
 - General pole locations and guidance for lighting design, including recommended low light cut-off fixture type.
- Grading Analysis and Impacts
 - Typical sections at each roundabout.
- Cost Estimate and Savings Analysis
 - Comparison between signals and roundabouts;
 - Lifecycle cost estimate and savings analysis (signals related costs based on previous report);
 - Discuss air quality improvement potential;
 - Fuel efficiency comparisons (CO₂ emissions and fuel consumption) based vehicle delay estimates; and

EXHIBIT B-1 (Reference Backup)

FEE SUMMARY	Roundabout Specialist	Project Manager	Design Engineer	CAD/Analyst	
LABOR RATE	\$185	\$105	\$125	\$80	TOTAL
Project MANAGEMENT					
Administration/Coordination	1	4	0	0	\$605
EXPENSES					\$0
Hours Sub-Total Estimate	1	4	0		\$605
Traffic Analysis and Impact Analysis					
Update SYNCHRO Analysis	2	0	8	0	\$1,370
VSSIM + Aerial Animations (Four Intersections, 3 days per Intersection)	10	0	0	84	\$8,570
Assess Access and Development Impacts	4	6	0	0	\$1,370
EXPENSES					\$0
Hours Sub-Total Estimate	12	0	8	84	\$11,310
Detailed Description of each Roundabout					
Design Optimization	10	25	11	0	\$5,850
Final Horizontal Design	12	48	0	0	\$7,280
Pavement Marking	2	6	0	0	\$1,000
Signing	2	4	0	20	\$2,380
EXPENSES					\$0
Hours Sub-Total Estimate	26	114	31	20	\$18,500
Lighting Description, Analysis, and Impacts					
Lighting Description, Analysis, and Impacts	4	10	0	0	\$1,780
EXPENSES					\$0
Hours Sub-Total Estimate	4	10	0	0	\$1,780
Grading Analysis and Impacts					
Typical sections at each roundabout	0	4	0	10	\$1,220
EXPENSES					\$0
Hours Sub-Total Estimate	0	0	0	0	\$1,220
Cost Estimate and Savings Analysis					
Cost Estimate and Savings Analysis	2	12	0	0	\$1,830
Report - EIR Executive Summary	10	0	0	0	\$1,850
Report - Input to EIR Addendum	12	20	0	0	\$4,320
EXPENSES					\$0
Hours Sub-Total Estimate	12	12	0	0	\$7,800
Follow up to the updated EIR					
Answering questions to EIR update	12	0	0	0	\$2,220
EXPENSES					\$0
Hours Sub-Total Estimate	12	0	0	0	\$2,220
Meetings					
1 meeting	18	0	0	0	\$2,960
EXPENSES (Flight, hotel, meals)					\$1,200
Hours Sub-Total Estimate	18	0	0	0	\$4,160
ARCADY Training					
Two day Training Course and prep time	27	0	0	0	\$4,995
EXPENSES					\$0
Hours Sub-Total Estimate	27	0	0.00		\$4,995
TOTAL ESTIMATE	98	140	39	104	\$50,600

FIRST AMENDMENT TO AGREEMENT

This First Amendment to the *Agreement for Consulting Services - EIR for El Camino Real Bridge and Road Widening* dated *January 8, 2008*[Agreement], is hereby entered into by and between the City of San Diego [City], a municipal corporation, and *RECON Environmental, Inc.* [Consultant].

RECITALS

A. The City and Consultant [collectively referenced herein as the "Parties"] entered into the Agreement, which is on file in the Office of the City Clerk as Document No. RR-303294, to provide *Environmental Services for El Camino Real Road and Bridge Widening Project* [Project].

B. The City desires to execute a First Amendment to the Agreement for the Consultant to provide additional Professional Services, as indicated in the expanded Scope of Services [Exhibit A-1], for a compensation amount not to exceed \$70,000, with total compensation for services provided under the Agreement not to exceed \$270,000.

C. Consultant desires to provide the services required under this First Amendment.

NOW, THEREFORE, in consideration of the Recitals stated above and incorporated herein by this reference and the mutual obligations of the Parties expressed herein, the Parties agree to modify the Agreement, which is incorporated herein by reference, as follows:

1. Section 1.1 is amended to read as follows:

ADD: "The Consultant shall perform Professional Services as set forth in the written Scope of Services [Exhibit A-1] at the direction of the City on a lump sum basis as specifically enumerated in the Compensation and Fee Schedule [Exhibit B-1]. and in accordance to the Time Schedule [Exhibit C-1]."

2. Section 2.1 is amended to read as follows:

Delete Section 2.1 in its entirety and;

ADD: "2.1 **Term of Agreement.** This Agreement shall be effective on the date it is executed by the last Party to sign the Agreement, and approved by the City Attorney in accordance with San Diego Charter Section 40. Unless otherwise terminated, it shall be effective until completion of the Scope of Services or March 1, 2013 whichever is the earliest but not to exceed five years unless approved by City ordinance."

3. Section 3.1 is amended to read as follows:

ADD: "The City shall pay the Consultant for all Professional Services and all expenses related to performance under this First Amendment to the Agreement, in an amount not to exceed **\$70,000**, as set forth in the Compensation and Fee Schedule [Exhibit B-1]. The Consultant shall be entitled to compensation for Professional Services under this First Amendment to the Agreement, whether within the Scope of Services or as Additional Services, based on the Compensation and Fee Schedule. For the duration of this First Amendment to the Agreement, the Consultant shall not be entitled to fees which exceed the Compensation and Fee Schedule. The Total Compensation to Consultant under this Agreement shall not exceed **\$270,000.**"

4. Section 3.2 (additional services) is amended to read as follows:

ADD: "If the City requires additional Professional Services [Additional Services] beyond the Scope of Services performed pursuant to this First Amendment to the Agreement, except for additional costs as described in Section 3 of this Agreement, the City shall pay Consultant an additional fee not to exceed **\$9,653**. The City and the Consultant must agree in writing upon such fee for a specific task based on the Fee Schedule prior to the Consultant beginning the Additional Services."

5. Article IV is amended to read as follows:

DELETE Section 4.3 in its entirety replace with the following;

"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. 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. 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).

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 Project; and (2) the policy will be maintained in force for a period of three years after substantial completion of the Project 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 Contract or in the Special General Conditions 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 Eligible Surplus Lines Insurers (LESLI 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 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, (c) your work, including but not limited to your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled or used by you.

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

4.3.4.2 Automobile 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 Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of automobiles owned, leased, hired or borrowed

by or on behalf of the Design Professional.

4.3.4.3 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."

6. ADD: "4.9.5 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."

7. ADD: "4.14 **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."

11. **ADD: "4.18 Storm Water Management Discharge Control.** Unless specifically removed from the Scope of Work (Exhibit A), the Design Professional shall comply with Section 43.03 of the San Diego Municipal Code, Storm Water Management Discharge Control, and any and all Best Management Practice guidelines and pollution elimination requirements as may be established by the Enforcement Official. Further, the Design Professional shall prepare and incorporate into the construction documents a Storm Water Pollution Prevention Plan (SWPPP) to be implemented by the contractor during Project construction. Where applicable, the SWPPP shall comply with both the California Regional Water Quality Control Board Statewide General Construction Storm Water permit and National Pollution Discharge Elimination System permit requirements and any municipal regulations adopted pursuant to the permits."

12. **ADD: "4.19 ADA Certification.** The Consultant 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."

13. Article IX is amended to read as follows:

ADD: "9.23 Vendor Registration. All consultants wishing to conduct business with the City of San Diego, or those intending to compete for City contracts, must submit a completed Vendor Registration Form (Exhibit H) to the City of San Diego's Purchasing & Contracting Department. This form must be received by the City prior to competing for or being awarded any contracts."

14. **ADD: "9.24 Contractor Standards.** This Agreement is subject to the Contractor Standards clause of the Municipal Code Chapter 2, Article 2, Division 32 adopted by Ordinance No. O-19383. All consultants are required to complete the Contractor Standards Pledge of Compliance included herein as Exhibit L. The Contractor Standards are available online at www.sandiego.gov/purchasing/vendor/index.shtml or by request from the Purchasing & Contracting Department by calling (619) 236-6000."

15. The following attachments are incorporated herein by reference as follows:

Exhibits A-1 (Scope of Services), B-1 (Compensation and Fee Schedule), C-1 (Time Schedule), H (Vendor Registration) and I (Contractor Standards Pledge of Compliance).

16. The Parties agree that this First Amendment to the Agreement represents the entire understanding of the Consultant and the City and affects only those paragraphs referred to, and all other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, this First Amendment to the *Agreement for Consulting Services - EIR for El Camino Real Bridge and Road Widening* is executed by the City of San Diego acting by and through its Mayor, or his designee, pursuant to Ordinance No. _____ authorizing such execution, and by Consultant.

THE CITY OF SAN DIEGO
Mayor or Designee

By: _____

Date: _____

RECON Environmental, Inc.

By:  _____

Name: Robert T. MacAller

Title: President

Date: 8/23/10

I HEREBY APPROVE the form and legality of the foregoing Amendment on this _____ day of _____, 20__.

JAN I. GOLDSMITH, City Attorney

By: _____

Ryan Kohut
Deputy City Attorney

With this understanding, our effort under this change order will focus on:

- 1) Elimination of the Task Force Alternative (3-lane configuration) from the alternatives considered for detailed analysis in the scope of work for RECON, Hon Consulting, and RTU+A. Rather, pursuant to Section 15126.6(c) of the CEQA Guidelines, a brief discussion describing the Task Force Alternative (3-lane configuration) and explaining the reasons underlying the determination that the alternative was found to be infeasible will be developed.
- 2) Inclusion of the impact analysis of the new Roundabout Alternative in the Draft EIR as an alternative considered for detailed analysis.
- 3) Preparation by RECON or its subconsultants of the following new or revised technical studies or assessments in support of the impact analysis of all project alternatives:
 - Air Quality
 - Greenhouse Gases
 - Noise
 - Visual/Aesthetics

Preparation of these studies (except for visual/aesthetics) will use traffic data from the new traffic study to be provided by the City. It is assumed that this traffic study will include traffic data for all of the alternatives considered in the EIR.

- 4) Updating the impact analyses in the Draft EIR based on the aforementioned technical studies and on select technical reports to be provided by the City including:
 - Biological Resources (including a wetland delineation)
 - Hydrology and Hydraulics/Water Quality
 - Traffic/Circulation
- 5) Ongoing project coordination.

Further, it is assumed that the following technical studies will not require revision for the CEQA EIR:

- Natural Environment Study Report for the El Camino Real Road/Bridge Widening Project, Tierra Environmental Services, 2006.
- Cultural Resource Inventory for the El Camino Real Road/Bridge Widening, Tierra Environmental Services, 2005.
- Historical and Architectural Assessment of the El Camino Real Bridge (Local Agency Bridge No. 57C0042), City of San Diego, Stacey Jordan of Mooney Jones and Stokes, 2006.
- Revised Geotechnical Report El Camino Real/San Dieguito River Bridge Project, Ninyo & Moore, original August 1998, revised June 2005.
- Final Geotechnical Report El Camino Real Roadway Widening, Ninyo & Moore, original August 1998, revised January 2006.

RECON has included in this proposal new or revised scope of work summaries for RECON and each of the subconsultants. Below is a summary of the changes in the attached scope and cost spreadsheets.

RECON

RECON will manage the subconsultants on this contract, provide production support, and oversee the Draft EIR process. Certain scope items and costs related to project coordination were prepared in response to the extended project timeline. RECON's original schedule anticipated receipt of technical information in September of 2009 and a completed project by June 2010. Based on discussions with you, we understand that the project timeline will proceed into late 2010 and possibly even into 2011. This requires extended project coordination for RECON which is reflected in the scope items.

In addition, sections in the project EIR that have been revised by Hon Consulting to reflect changes in the project description for the Modified Eastern Alignment Alternative and reviewed by RECON will be revisited to include the Roundabout Alternative.

Finally, RECON included preparation of technical studies related to noise, air quality, and greenhouse gases.

Hon Consulting

At a project meeting held at the City of San Diego on September 3, 2009, RECON's project team confirmed information related to the project and alternatives for the Draft EIR for the El Camino Real Road/Bridge Widening Project. In our discussion with City staff, RECON and Hon Consulting confirmed that the Task Force Alternative does not require detailed environmental analysis in the Draft EIR. Hon Consulting credited a portion of the budget related to this alternative but budgeted time to include this alternative in the Draft EIR as an alternative considered but rejected.

Hon Consulting included a task related to the project description and analysis of the new Roundabout Alternative in the Draft EIR as an alternative considered for detailed analysis. Analysis of certain resource issues (e.g., traffic, noise, air quality, and greenhouse gases) are being updated for all alternatives, therefore Hon Consulting included in the tasks updating the environmental issue sections in the Draft EIR for all alternatives.

KTU+A

Since the Task Force Alternative does not require detailed environmental analysis, visual simulations are not needed for this alternative. However, additional visual simulations are needed because the Modified Eastern Alignment Alternative involves two options (retain the existing bridge or demolish the existing bridge). Due to the time that has passed, updated site photos were also needed. As such, a meeting was held between Hon Consulting, KTU+A, and RECON on September 25, 2009 to review the April 2008 KTU+A scope of work in relation to project changes that had occurred since KTU+A's scope of work was approved. As a result of this meeting, it was determined that many of the items in the April 2008 KTU+A scope of work were no longer pertinent and a new list of tasks was developed.

Task 1 of the current proposed KTU+A scope of work reflects descoping the entire original April 2008 KTU+A scope of work. Task 2 of the KTU+A change order reflects the refined list of work related to visual simulations in the Draft EIR based on project changes from the City and input from RECON and Hon Consulting about the visual analysis. We note that Task 2 does not include the additional visual simulations required for the Roundabout Alternative as discussed below.

The majority of the work related to the visual simulations for the Roundabout Alternative is contained within Tasks 3 and 4 of KTU+A's proposed scope of work. These tasks involve computer modeling using AutoCAD files of the proposed features in the Roundabout Alternative. The scope of work presented by KTU+A is to complete realistic visual simulations to aid in the

analysis presented in the Draft EIR. The attached proposal includes a new simulation for each of the four proposed roundabouts.

Nordby Biological Consulting

In response to the extended timeline associated with the El Camino Real Road/Bridge Widening Project for the preparation of the EIR, Nordby Biological Consulting requests to modify the billing rates for the remaining task items under the approved scope of work for the El Camino Real Road/Bridge Widening Project. Nordby Biological Consulting submitted a revised cost breakdown to reflect updated billing rates for the remainder of the contract, however, there is no increase in the total contract amount for this subconsultant. They will be able to complete the remaining task items with updated billing rates, and have not requested additional funds.

RECON has also included the exhibits for the contract amendment as an attachment. The total estimated cost for the work described in the attached scope of work is \$60,347.00. The breakdown of costs under each task includes expenses. If you would like to proceed with the work please issue the appropriate authorization incorporating the above changes and forward to the attention of Theresa Robinson, trobenson@reconenvironmental.com.

Scope of Work

Task 1.0 Environmental Impact Report

The following scope of work addresses incorporation of the Roundabout Alternative into the project EIR as well as revising the impact analysis for certain resource issues as detailed below for all alternatives.

- 1.1 RECON will subcontract with Hon Consulting, Inc. to update the project EIR and include analysis of the proposed Roundabout Alternative and all other prior alternatives in accordance with the attached Hon Consulting, Inc. scope of work
 - Analysis of the issues of Visual/Aesthetics, Air Quality, Greenhouse Gases, and Noise will be based on technical studies or assessments performed under this scope by RECON or its subconsultants.
 - Analysis of the issues of Hydrology and Hydraulics/Water Quality, Biological, and Jurisdictional Water Resources will be based on reports and studies provided by the City.
 - Other impact issues to be addressed include Land Use, Historic Resources, Farmland/Agricultural Lands, Public Utilities/Services, Geology/Seismicity/Soils, and Paleontological Resources
- 1.2 RECON will prepare noise, air quality, and greenhouse gas (global climate change) technical studies for all the alternatives to be incorporated into the EIR in accordance with the detailed technical study scopes of work provided below.
- 1.3 RECON will subcontract with KTU+A to prepare visual simulations relating to the new Roundabout Alternative and other alternatives to be incorporated into the EIR in accordance with the attached KTU+A scope of work.
- 1.4 Provide project oversight to ensure timely submittal and review of all technical studies and analyses prepared by RECON subconsultants
- 1.5 Coordinate and provide general team and agency meeting support during preparation of the EIR (up to 48 hours).
- 1.6 Provide production and graphics support for the project EIR to include new figures related to the Roundabout Alternative and selected technical report figures (including formatting of new visual simulations, noise figure traffic graphics, and biology figures)

Cost: \$27,462 (includes expenses)

2.0 Air Quality

- 2.1 Obtain the new traffic study for all the alternatives from the City
- 2.2 Determine the existing air quality conditions in the air basin based on data available from the California Air Resources Board for nearby monitoring stations. Review the federal, state, and local standards and regulatory review requirements. Update the data in the EIR to reflect results for the last three to five years from the nearest monitoring station
- 2.3 Calculate expected emissions for carbon monoxide, nitrogen oxides, and other criteria pollutants using standard vehicular emission factors for all the alternatives. These emission factors will be based on the URBEMIS 2007 computer model, AP-42 emission factors from the U.S. Environmental Protection Agency, or other appropriate emissions models.
- 2.4 Address air quality impacts that would result during the construction phase of the project. Information for this discussion will be based on secondary sources. The significance of any air quality impacts for all the alternatives will be assessed and control strategies identified.
- 2.5 Prepare a CO Hotspot analysis using Caline 4 or other appropriate model for traffic at the four project intersections for El Camino Real, Via de la Valle, San Dieguito Road, and Horse Park/Polo Fields for the alternatives.
- 2.6 Prepare an air quality technical report describing existing conditions, air quality impacts, the methodology employed to determine these impacts, and mitigation measures/control strategies to reduce significant impacts to acceptable levels. Provide one set of revisions based on City comments and resubmit to the City

Cost: \$6,424

Task 3.D Greenhouse Gases

- 3.1 Obtain the new traffic study for all the alternatives from the City
- 3.2 Develop an introductory discussion of global climate change for all alternatives including the most recent information regarding the current understanding of the mechanisms behind global climate change, greenhouse gas emissions, current conditions and trends, and the broad environmental issues related to global climate change. Incorporate sample or preferred language prepared by the City and current international and domestic legislation, plans, policies, and programs pertinent to global climate change.

- 3.3 Based on documents prepared by the California Air Resources Board and the California Attorney General's Office, discuss thresholds for evaluating the project's potential contribution to global climate change. NO1041
- 3.4 Using projected traffic prepared by the City's traffic consultant associated with the proposed project and provided by the City, estimate the emissions of carbon dioxide, methane, and nitrous oxide for each of the project alternatives. It is anticipated that emissions of fluorinated greenhouse gases would be negligible for each of the alternatives. NO1042
- 3.5 Compare the projected greenhouse gas emissions for construction and post-construction to the significance thresholds and provide a discussion of project features as they relate to the reduction of greenhouse gas emissions. NO1043
- 3.6 Prepare a global climate change Technical Appendix/EIR Section detailing the results of the analyses and identifying mitigation recommendations. Provide one set of revisions based on City comments and resubmit to the City. NO1044

Cost \$7,324

4.0 Noise

- 4.1 Obtain the new traffic study for all the alternatives from the City.
- 4.2 Obtain mapping of the proposed project that shows existing and proposed grading including the profiles and alignment of the roadways for all the alternatives, from the City. Mapping shall be supplied in CADD format if available. NO1045
- 4.3 Measure existing noise levels at various locations along the project site. Measurement locations will be selected to provide an understanding of the variability of existing traffic noise levels in the project vicinity. NO1046
- 4.4 Estimate future vehicular traffic noise levels using the Federal Highway Administration (FHWA) Traffic Noise Model for all the alternatives. The study will analyze noise caused by future traffic on El Camino Real and Via de la Valle. The results of the model will be expressed in community noise equivalent levels (CNEL) or other appropriate metrics (eq., *Ldn*, *Leq*). Assess the potential for an impact to the Fairbanks Ranch Country Club Golf Course due to the change in noise threshold standards for golf courses in the new City General Plan. NO1047
- 4.5 Conduct an analysis of construction activities to assess potential noise impacts at adjacent properties, including the Fairbanks Ranch Country Club Golf Course, based on equipment types and operations provided by the City or the City's designated agent. NO1048

- 4.6 Determine appropriate mitigation measures for potentially significant impacts to noise sensitive uses. The analysis will calculate the necessary barrier heights or other mitigation options, to reduce noise levels to the standards set by the City REGON.
- 4.7 Prepare a noise technical report that describes the study methods and results outlined above and specifies any noise mitigation measures that may be needed. Provide one set of revisions based on City comments and resubmit to City REGON.

Cost \$9,137

Total Cost \$60,347

Job Name
Job Number
Date

El Camino Real Road/Bridges Widening Project
 4256.1 - Change Order 2/Roundabout Alternative
 Revised May 28, 2010

Task	Principal	Senior	Analyst	Production	Graphics	Total Hours	Total Cost
Task 1.0 Environmental Impact Report	185	183	183	73	81	203	\$28,507
1.1 Subcontract with Non Consulting	65	75		12	51		\$0
1.2 Subcontract with KUTVA	0	0	0	0	0	0	\$0
1.3 Prepare Technical Reports	0	0	0	0	0	0	\$0
1.4 Project Oversight/Review	0	0	0	0	0	0	\$0
1.5 Meeting Support	43	45	0	0	0	90	\$15,210
1.6 Production Support	50	25	0	2	1	48	\$7,752
Task 2.0 Air Quality	0	5	0	10	50	65	\$5,545
2.1 Obtain Traffic Study	10	0	40	4	2	56	\$6,824
2.2 Existing Conditions	1	0	0	0	0	1	\$185
2.3 Calculate Emissions	0	0	4	0	0	4	\$697
2.4 Construction Analysis	0	0	8	0	0	8	\$804
2.5 Holspot Mapping	0	0	6	0	0	6	\$985
2.6 Prepare Technical Report	0	0	6	0	0	6	\$986
Task 3.0 Assessment Criteria	4	0	18	4	2	28	\$2,842
3.1 Introductory Discussion	28	0	26			52	\$7,824
3.2 Discussion of Thresholds	8	0	4	0	0	12	\$1,850
3.3 Estimate Emissions	8	0	2	0	0	10	\$1,068
3.4 Discussion of Analysis	0	0	6	0	0	6	\$618
3.5 Add to Technical Report	0	0	4	0	0	4	\$412
Task 4.0 Noise	8	0	10	6	0	20	\$2,715
4.1 Obtain Traffic Study	8	0	62	6	8	86	\$9,187
4.2 Obtain Mapping	1	0	2	0	0	3	\$391
4.3 Noise Measurements	1	0	2	0	0	3	\$391
4.4 Estimate Future Traffic Noise	0	0	8	0	0	8	\$924
4.5 Construction Analysis	0	0	24	0	0	24	\$2,472
4.6 Migration Analysis	1	0	2	0	0	3	\$391
4.7 Prepare Technical Report	2	0	8	0	0	10	\$1,194
Subcontractors	109	75	180	22	51	396	\$53,474
Total Hours							\$51,992
Non Consulting							\$4,000
KUTVA							\$4,705
Total Subcontractors							\$8,705
Expenses							\$250
Subtotal							\$6,847
Additional Services							\$9,653
Total							\$70,000

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EL CAMINO REAL ADDITIONAL SIMULATIONS

Support Services for a Visual Simulation
STATE OF CA PROP. STATE SUMMARY

	Principal Landscape Architect	GIS Analyst Graphic Artist	Subtotal
1 1.1 1.2 1.3 1.4 1.5 1.6 1.7 1.8 1.9			
1.1 Add the Task Force Alternative similar to Simulation #1 in the DEIR			
1.2 Add modified Eastern Bridge to either replace or supplement Simulation #3	3	20	(\$2,480)
1.3 Add side view of Modified Eastern Alignment similar to Simulation #5	3	20	(\$2,480)
1.4 Add new or replace Simulation #10; existing bridge to be removed	2	12	(\$1,520)
1.5 Add or revise Simulation #11 to reflect Task Force Alt	0	0	\$0
1.6 Revise Simulation #12 for modified Eastern Alignment	2	11	(\$1,420)
1.7 Add intersection simulation like Simulation #12 for the Task Force Alternative	1.5	15	(\$1,740)
1.8 Add a simulation of the "new" mitigation concept should one be chosen	1.5	15	(\$1,740)
1.9 Additional task	4.5	20	(\$2,620)
	15	88	(\$7,000)
2 2.1 2.2 2.3 2.4 2.5 2.6 2.7			
2.1 Proposed Revised Scope of Work to Reflect Current Alternatives (not including Roundabout Alt.)			
2.2 Replace modified Eastern Bridge for Simulation #3	3	20	\$2,280
2.3 Remove existing bridge from Simulation #3b	2	12	\$1,680
2.4 Replace Modified Eastern Alignment for Simulation #4b	2	12	\$1,520
2.5 Revise Simulation #10	0	0	\$600
2.6 Revise Simulation #12 for modified Eastern Alignment	1.5	15	\$1,740
2.7 Site Visit	4	4	\$1,040
2.8 Integrate findings into CEQA document (DEIR text, tables & maps)	20	12	\$4,600
Subtotal			\$7,240
Net (credit)			(\$2,940)

	Principal Landscape Architect	GIS Analyst Graphic Artist	Subtotal
Additional Tasks Related to Roundabout Alternative	\$165.00	\$105.00	Cost
3 3.1 3.2 3.3 3.4 3.5			
3.1 Project Setup & Viewshed			
3.1 Collect, process and locate project elements from CAD file	0	2	\$210
3.2 Site visit, gps coordination & photography	0	2	\$210
3.3 Integrate CAD files into landform model	0	4	\$420
3.4 Generate extruded elements in landform model	0	4	\$420
3.5 Compute recommended keyview locations (8 possible)	1	4	\$595
4 4.1 4.2 4.3 4.4 4.5 4.6			
4.1 Visual Simulations			\$1,845
4.1 Overlay project elements in 4 keyview photos	0	4	\$420
4.2 Add detail, shading, intermeding elements in computer model	0	16	\$1,680
4.3 Complete 4 realistic visual simulations	1	24	\$2,585
4.4 Integrate findings into CEQA document (DEIR text, tables & maps)	2	0	\$330
4.5 Submit Draft Screencheck simulations	0.5	2	\$293
4.6 Submit Final Screencheck simulations	0.5	2	\$293
			\$5,706
Roundabout Subtotal Labor			\$7,545
MATERIALS (mileage, plots, exhibits, reports)			\$100
Roundabout Total			\$7,645
Credit			(\$2,940)
GRAND TOTAL			\$4,705

City of San Diego El Camino Real Road/Bridge Project
Scope of Work for Hon Consulting, Inc.
Additional Work for Roundabout Alternative

Task	Hours Principal or \$100/hour	Cost
1 Eliminate Task Force Alternative from Detailed Analysis	150	\$15,000.00
2 Add Task Force Alternative as an Alternative Considered but Eliminated from Detailed Analysis		
2.1 Review Task Force Document	2	\$200
2.2 Prepare Draft Description	6	\$600
2.3 Incorporate changes from City comments	2	\$200
3 Incorporate New Roundabout Alternative		
3.1 Strategize with City environmental staff on changes to the EIR.	10	\$1,000.00
3.2 Coordinate with project engineers on the design features of the Roundabout Alternative	10	\$1,000.00
3.3 Revise the EIR text, including project description for the Roundabout Alternative and each technical discussion section in underline-strike-out format for all alternatives. Incorporate changes from City comments.	80	\$8,000.00
3.4 Incorporate discussion of new graphics (all assumed to be produced by others) to illustrate the new alternative	10	\$1,000.00
3.5 Coordinate with RECON production staff for preparation of produced document. This includes providing a set of electronic files of the modified text for final production by others.	10	\$1,000.00
3.6 Attend an assumed 10 additional meetings at 4 hours each (including preparation and travel time) with City staff, prime consultant, and/or technical consultants	40	\$4,000.00
NET TOTAL	20	\$4,000.00

TIME SCHEDULE

Prepare First Screencheck Draft Environmental Impact Report (Hon/RECON)	6 months *
Prepare Draft Air Quality Technical Report (RECON)	2.5 **
Prepare Draft Greenhouse Gases Technical Report (RECON)	3 months **
Prepare Draft Noise Technical Report (RECON)	2 months **
Visual Simulations (KTU+A)	3 months **

*from receipt of all technical information on all alternatives, including the Roundabout Alternative (including but not limited to final project descriptions and AutoCAD files, mitigation design(s), biological impacts, traffic studies, and hydraulic/hydrology analysis) from the City

** from receipt of Notice to Proceed and receipt of final traffic studies for all alternatives and Roundabout Alternative

CONSULTANT CERTIFICATION FOR A DRUG-FREE WORKPLACE

PROJECT TITLE: El Camino Real Road/Bridge Widening Project EIR

I hereby certify that I am familiar with the requirement of San Diego City Council Policy No. 100-17 regarding Drug-Free Workplace as outlined in the request for proposals, and that:

RLCON Environmental, Inc
Name under which business is conducted

has in place a drug-free workplace program that complies with said policy. I further certify that each subcontract agreement for this project contains language which indicates the Subcontractors agreement to abide by the provisions of Section 4.9.1 subdivisions A through C of the policy as outlined.

Signed 

Printed Name Robert MacAller

Title President

Date May 28, 2010

DISCLOSURE DETERMINATION FOR CONSULTANT

** This form is required by departments from the agencies providing a state or federal contract or contract for the operation, control, or management of a public utility or public infrastructure.*

1. Department / Board / Commission / Agency Name: _____
2. Name of Specific Consultant & Company: RECON Environmental, Inc.
3. Address, City, State, ZIP: 1927 Fifth Avenue, San Diego, CA 92101
4. Project Title (as shown on 1472, "Request for Council Action"): El Camino Real Road/Bridge Widening Project
5. Consultant Duties for Project: _____

6. Disclosure Determination [select applicable disclosure requirement]:

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

- or -

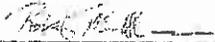
Consultant will be "making a governmental decision" or "serving in a staff capacity."
Consultant is required to file a Statement of Economic Interests with the City Clerk of the City of San Diego in a timely manner as required by law. [Select consultant's disclosure category.]

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

- or -

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

By: Robert MacAlier, President



May 28, 2010

[Name/Title]

[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.



City of San Diego
Purchasing & Contracting Department
Contractor/Vendor Registration Form

All prospective bidders, as well as existing contractors and vendors, are required to complete this form.

Vendor ID: _____

[ID Number will be provided by City]

Firm Info:

Firm Name: RECON Environmental, Inc.

Doing Business As: RECON Environmental, Inc.

Firm Address: 1927 5th Avenue

City: San Diego State: CA Zip: 92101

Phone: 619-308-9333 Fax: 619-308-9334

Taxpayer ID: 953121299 Business License: B1979052367

Website: www.reconenvironmental.com

Contact Info:

Contact Name: Sandra Fayette

Title: Marketing Manager

Email: sfayette@reconenvironmental.com

Phone: 619 308-9333 Cell: _____

Alternate Address (if different from above) to Receive Remittance:

Mailing Address: _____

City: _____ State: _____ Zip: _____

Alternate Address (if different from above) to Receive Bid/Contract Opportunities:

Mailing Address: _____

City: _____ State: _____ Zip: _____

Contractor Licenses (if applicable)

License Number: 37812 License Type: Pest Control Business Main License

License Number: 833260 License Type: C27

License Number: 121971 License Type: Qualified Applicators License

Contractor/Vendor Registration Form - Page 2

Firm Name: RECON Environmental, Inc

Product/Services Description:

RECON Environmental, Inc. is a company of specialists dedicated to providing outstanding & responsive environmental consulting services since 1972. We are headquartered in San Diego, California with offices in Tucson, Arizona & Austin, Texas. Our staff provides expertise in CEQA/NEPA documentation, biological & cultural resources, resource agency permitting assistance, air quality/acoustics, land use planning, landscape architecture, endangered species studies, ethnography studies, habitat conservation planning, habitat & ecosystem restoration, environmental planning, mitigation & monitoring programs, construction monitoring, natural resources, public services & utilities, resource management plans, feasibility & constraint studies, visual & scenic resources, GIS mapping & analysis, agricultural resources analysis, & a native plant nursery that includes native plant sales & contract growing.

Product/Services Information:

NAICS Codes: *541620, 562910, 541712, 541990, 541720, 541690, 111421, 113210, 115112, 115310, 111998, 424910, 541370, 561730

*find list of available NAICS Codes at <http://www.census.gov/epcd/www/naics.html> and select 2007 NAICS codes 6 digit only OR request hard copy from Purchasing & Contracting

The City requires this information for statistical purposes only.

Primary Owner of the Firm (51% ownership or more) N/A - ESOP Trust	Male Female or	Sole Proprietorship Partnership <input checked="" type="checkbox"/> Corporation Limited Liability Partnership Limited Liability Corporation Joint Venture Non-Profit Governmental/Municipality/Regulatory Agency Utility
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Ethnicity:

Ethnicity: * N/A

* select one from the following List of Ethnicities:

AFRICAN AMERICAN
ASIAN AMERICAN
CAUCASIAN AMERICAN
HISPANIC AMERICAN
NATIVE AMERICAN
PACIFIC ISLANDER AMERICAN

Ownership Classification

Classification:

OBE & LBE

* select from the following List of Ownership Classification Codes (select all that apply):

WBE	(Woman Owned Business Enterprise)
OBE	(Other Business Enterprise)
DBE	(Disadvantaged Business Enterprise)
DVBE	(Disabled Veteran Business Enterprise)
SLBE	(Small Local Business Enterprise)
8(a)	(Small Business Administration 8(a) Enterprise)
SDB	(Small Disadvantaged Business Enterprise)
LBE	(Local Business Enterprise)
MLBE	(Micro Local Business Enterprise)
SBE	(Small Business Enterprise)
MBE	(Minority Business Enterprise)
DPBT	(Persons With A Disability Or Disabilities Business Enterprise)
LGBT	(Lesbian, Gay, Bisexual, Transsexual Business Enterprise)

Certified by an Agency?

No



Yes (enter Certification Number and Certifying Agency below)

Certification #:

17370

Agency:

The Network Bid System

Certification #:

Agency:

Information regarding a vendor's racial or gender ownership status will not be used as a factor in the City's selection process for any contract.

Please mail this form to: Purchasing & Contracting Department
1200 Third Avenue, Suite 200
San Diego, CA 92101

or fax to: 619/ 236-5904

City of San Diego Purchasing & Contracting Department
CONTRACTOR STANDARDS
Pledge of Compliance

Effective December 24, 2008, the Council of the City of San Diego adopted Ordinance No. O-19808 to extend the Contractor Standards Ordinance to all contracts greater than \$50,000. The intent of the Contractor Standards clause of San Diego Municipal Code §22.3224 is to ensure the City of San Diego conducts business with firms that have the necessary quality, fitness and capacity to perform the work set forth in the contract.

To assist the Purchasing Agent in making this determination and to fulfill the requirements of §22.3224(d), each bidder/proposer must complete and submit this *Pledge of Compliance* with the bid/proposal. If a non-competitive process is used to procure the contract, the proposed contractor must submit this completed *Pledge of Compliance* prior to execution of the contract. A submitted *Pledge of Compliance* is a public record and information contained within will be available for public review for at least ten (10) calendar days, except to the extent that such information is exempt from disclosure pursuant to applicable law.

All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, respondents must use the *Pledge of Compliance Attachment "A"* and sign each page. The signatory guarantees the truth and accuracy of all responses and statements. Failure to submit this completed *Pledge of Compliance* may make the bid/proposal non-responsive and disqualified from the bidding process. If a change occurs which would modify any response, Contractor must provide the Purchasing Agent an updated response within thirty (30) calendar days.

A. PROJECT TITLE:

El Camino Real Road/Bridge Widening Project

B. BIDDER/CONTRACTOR INFORMATION:

Legal Name: RECON Environmental, Inc.

DBA: RECON

Street Address: 1927 5th Avenue

City: San Diego

State: CA

Zip: 92101

Contact Person, Title: Robert MacAller, President

Phone: 619-308-9333

Fax: 619-308-9334

C. OWNERSHIP AND NAME CHANGES:

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

Yes No

If Yes, use *Pledge of Compliance Attachment "A"* to list all prior legal and DBA names, addresses and dates when 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 *Pledge of Compliance 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. Check one only on this page. Use *Pledge of Compliance Attachment "A"* if more space is required.

Corporation Date incorporated: 02/07/1977 State of incorporation: California

List corporation's current officers: President: Robert MacAller
Vice Pres: Paul Fromer
Secretary: Loretta Gross
Treasurer: Diane Pearson

Is your firm a publicly traded corporation? Yes No

If Yes, name those who own five percent (5%) or more of the corporation's stocks:

N/A

Limited Liability Company Date formed: / / State of formation:

List names of members who own five percent (5%) or more of the company:

N/A

Partnership Date formed: / / State of formation:

List names of all firm partners:

N/A

Sole Proprietorship Date started: / /

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

N/A

Joint Venture Date formed: / /

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

N/A

Note: Each member of a Joint Venture must complete a separate *Contractor Standards Pledge of Compliance* for a Joint Venture's submission to be considered responsive.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm in preparation for, in the process of, or in negotiations toward being sold?
Yes No

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances, including name of the buyer and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?
Yes No

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

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 *Pledge of Compliance Attachment "A"* to explain specific circumstances.

2. In the past five (5) years, has a government agency terminated your firm's contract prior to completion?
Yes No

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

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executives or management 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, wage and hours, and licensing laws which affect employees?
Yes No

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances surrounding each instance; include name of entity involved, 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 debarred or determined to be non-responsible by a government agency?
Yes No

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances of each instance; include name of entity involved, 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 governmental entity?

Yes No

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances of each instance; include the entity involved, specific infraction(s) or 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 *Pledge of Compliance Attachment "A"* to explain specific circumstances of each instance, include the entity involved, specific infraction(s), dates, outcome and current status.

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

Initial submission of *Contractor Standards Pledge of Compliance*.

Update of prior *Contractor Standards Pledge of Compliance* dated - N/A

Complete all questions and sign below. Each *Pledge of Compliance Attachment "A"* page must be signed.

Under penalty of perjury under the laws of the State of California, I certify I have read and understand the questions contained in this *Pledge of Compliance* and that I am responsible for completeness and accuracy of responses and all information provided is true to the best of my knowledge and belief. I further certify my agreement to the following provisions of San Diego Municipal Code §22,3224:

- (a) To 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) To notify the Purchasing Agent within fifteen (15) calendar days upon receiving notification that a government agency has begun an investigation of the Contractor that may result in a finding that the Contractor is or was not in compliance with laws stated in paragraph (a).
- (c) To notify the Purchasing Agent within fifteen (15) calendar days when there has been a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).
- (d) To provide the Purchasing Agent updated responses to the *Contractor Standards Pledge of Compliance* within thirty (30) calendar days if a change occurs which would modify any response.
- (e) To notify the Purchasing Agent within fifteen (15) 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)
- (f) To cooperate fully with the Purchasing Agent and the City during any investigation and to respond to a request for information within ten (10) working days from the request date.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive.

Robert MacAller, President



June 7, 2010

Print Name, Title

Signature

Date

City of San Diego Purchasing & Contracting Department
CONTRACTOR STANDARDS

Pledge of Compliance Attachment "A"

Provide additional information in space below. Use additional *Pledge of Compliance Attachment "A"* pages as needed; sign each page. Print in ink or type responses and indicate question being answered. Information provided will be available for public review, except if exempt from disclosure pursuant to applicable law.

Under penalty of perjury under the laws of the State of California, I certify I have read and understand the questions contained in this *Contractor Standards Pledge of Compliance* and that I am responsible for completeness and accuracy of responses on this *Pledge of Compliance Attachment "A"* page and all information provided is true to the best of my knowledge.

Robert MacAller, President
Print Name, Title


Signature

June 7, 2010
Date



City of San Diego.
EQUAL OPPORTUNITY CONTRACTING (EOC)
 1010 Second Avenue • Suite 500 • San Diego, CA 92101
 Phone: (619) 533-4464 • Fax: (619) 533-4474

ATTACHMENT AA

WORK FORCE REPORT

ADMINISTRATIVE

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

CONTRACTOR IDENTIFICATION

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

Name of Company: RECON Environmental, Inc.

AKA/DBA: RECON

Address (Corporate Headquarters, where applicable): 1927 Fifth Avenue

City: San Diego County: San Diego State: CA Zip: 92101

Telephone Number: (619) 308-9333 FAX Number: (619) 308-9334

Name of Company CEO: Robert MacAller

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

Address: _____

City: _____ County: _____ State: _____ Zip: _____

Telephone Number: () _____ FAX Number: () _____

Type of Business: Consulting Type of License: _____

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

Address: _____

Telephone Number: () _____ FAX Number: () _____

- 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 RECON Environmental, Inc. (Firm Name)

San Diego (County) CA (State) hereby certify that information provided

herein is true and correct. This document was executed on this twenty-eighth day of May, 2010.

Robert MacAller (Authorized Signature) Robert MacAller (Print Authorized Signature)

WORK FORCE REPORT NAME OF FIRM: RECON Environmental, Inc. DATE: May 28, 2010

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

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

- (1) Black, African-American
- (2) Hispanic, Latino, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino
- (6) White, Caucasian
- (7) Other ethnicity, not falling into other group

OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial											7	3		
Professional		1		4		1					11	22		
A&E, Science, Computer														
Technical				10							4			
Sales														
Administrative Support		2		1		3		1			2	6		
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*				34		5								

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

Totals Each Column	3	45	12		2						24	31		
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Grand Total All Employees: 118

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

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

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

SUBCONTRACTORS LIST

INFORMATION REGARDING SUBCONTRACTORS PARTICIPATION:

1. Subcontractor's List shall include name and complete address of all Subcontractors who will receive more than one half of one percent (0.5%) of the Prime Consultant's fee.
2. Proposer shall also submit Subcontractor commitment letters on Subcontractor's letterhead, no more than one page each, from Subcontractors listed below to acknowledge their commitment to the team, scope of work, and percent of participation in the project.
3. Subcontractors shall be used for scope of work listed. No changes to this Subcontractors List will be allowed without prior written City approval.

NAME AND ADDRESS SUBCONTRACTORS	SCOPE OF WORK	PERCENT OF CONTRACT	DOLLAR AMOUNT OF CONTRACT	*MBE/WBE/ DBE/DVBE/ OBE	**WHERE CERTIFIED
Hon Consulting, Inc. 2226 Dwight Street San Diego, CA 92104	Prepare separate EIR; Incorporate modified eastern alignment alternative; Prepare additional response to comments; Analysis of new Roundabout Alternative in Draft EIR	5.71%	\$4,000	WBE, OBE	CALTRANS
KTU+A 3916 Normal Street San Diego, CA 92103	Visual Simulations for the Roundabout Alternative	6.72%	\$4,705	WBE, OBE	CALTRANS

**For information only.* As appropriate, Proposer shall identify Subcontractors as:

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

***For information only.* As appropriate, Proposer shall indicate if Subcontractor is certified by:

City of San Diego	CITY
State of California Department of Transportation	CALTRANS

