



THE CITY OF SAN DIEGO  
**REPORT TO THE CITY COUNCIL**

DATE REPORT ISSUED: September 6, 2011

ATTENTION: Land Use and Housing Committee  
Agenda of September 14, 2011.

SUBJECT: Second amendment to an agreement with RECON Environmental, Inc. to provide environmental consulting services for the Otay Mesa Community Plan Update.

REQUESTED ACTION: Recommend City Council approval of the second amendment to the consultant agreement.

STAFF RECOMMENDATIONS:

RECOMMEND that the City Council authorize the Mayor to:

1. Authorize the Mayor or his designee to execute, sign and award the second amendment to the agreement between the City of San Diego and RECON Environmental, Inc. to update and complete the environmental review (i.e. CEQA) services for the Otay Mesa Community Plan Update from the amount of \$241,377.50 to a total awarded amount not to exceed \$317,749.50
2. Authorize the Chief Financial Officer to appropriate and expend an additional \$76,372.00 from Fund 100000 for the purpose of executing the amended agreement with RECON Environmental, Inc. from the amount of \$241,377.50 to an amount not to exceed \$317,749.50; contingent upon (a) adoption of the FY2012 Appropriation Ordinance and (b) the Chief Financial officer certifying that the funds necessary for expenditure are or will be available.

SUMMARY:

To date, RECON's expertise has provided valuable technical work in preparing and drafting the Environmental Impact Report (EIR) for the plan update. Based on the State and City's new guidelines and requirements to address Global Climate Change, further work includes complete revisions to the Introduction, Environmental Setting, Land Use, Air Quality, Noise, Visual, Biological Resources, Cultural Resources, Geology and Soils, Hydrology, Water Quality, Water Supply and Wastewater Utilities sections (based on revised and updated technical reports), preparation of conclusions and a Statement of Overriding Considerations; and attendance at all

necessary meetings and hearings. The proposed additions and changes to the technical studies and overall EIR are required in order for the City to have a defensible final environmental document for the plan update.

To help provide seamless transition of responsibilities and to assure that the integrity of the research, technical studies, and environmental data completed to date are not compromised, the City's Purchasing and Contracts Department has determined that retaining RECON would be in the City's "Best Value" practice for costs and scheduling.

This action represents a second amendment to RECON's original contract (\$186,977.50) to provide environmental consulting services for the Otay Mesa Community Plan update, which was approved in November, 2008. A subsequent first amendment of that agreement (\$54,400) was approved in July, 2009.

ENVIRONMENTAL ANALYSIS:

It has already been determined that the Otay Mesa Community Plan Update (Project No. 30330) requires the preparation of an Environmental Impact Report (EIR). Pursuant to CEQA Guidelines Section 15352(a), approval of this contract amendment with RECON Environmental, Inc. to update and complete the environmental review services for the Otay Mesa Community Plan Update EIR does not constitute approval of the Project.

Pursuant to CEQA Guidelines Section 15004 formal approval of the Project will occur once the EIR has been completed in accordance with the provisions of CEQA and the City's Land Development Code. Therefore, this activity to amend the RECON contract to complete environmental technical studies as part of the ongoing project is Statutorily Exempt from CEQA pursuant to Section 15262 (Planning and Feasibility Studies). This action will not foreclose review of alternatives or mitigation measures by the public as part of the CEQA review process.

FISCAL CONSIDERATIONS:

Expenditure of an additional \$76,372.00 from Fund 100000, amending the amount awarded to RECON Environmental, Inc. from the amount of \$241,377.50 to an amount not to exceed \$317,749.50. The agreement amendment also includes a separate provision for "Additional Services" as may be required to complete unforeseen technical studies associated with completion of the plan update EIR. The amendment agreement stipulates that the amount of Additional Services shall not exceed \$20,000.

EQUAL OPPORTUNITY CONTRACTING INFORMATION:

RECON Environmental, Inc. has a current and completed Equal Opportunity Contracting (EOC) Workforce Report on file with the City. This agreement is subject to the City's Equal Opportunity Contracting (San Diego No. 18173, Section 22.2701 through 22.2708) and Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Section 22.3501 through 22.3517).

PREVIOUS COUNCIL ACTION:

On November 25, 2008, the Mayor approved a consultant contract (Document No. C-14769) with RECON Environmental, Inc. to provide various environmental analysis and technical services associated with preparing an EIR for the Otay Mesa community plan update.

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:

As a vital component of the plan update process, an extensive public outreach effort has been completed by City staff and the consultant team; including participation by various community organizations and public agencies.

KEY STAKEHOLDERS & PROJECTED IMPACTS:

CPCI staff has been working closely with various City departments, consultants, and other regional agencies to coordinate the public outreach component of the plan update. A series of meetings and public workshops have already been held in the community to discuss a variety of issues that will be addressed as part of the update process.

CITY COUNCIL CONTRACT APPROVAL:

This item will be scheduled for City Council approval pending a recommendation by the Land Use and Housing Committee.

Respectfully submitted,

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Kelly Broughton  
Development Services Director

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Jay M. Goldstone  
Chief Operating Officer

- Attachments:
1. Second Amendment to Agreement
  2. Exhibit A-2 (Scope of Services)
  3. Exhibit B-2 (Compensation and Fee Schedule)
  4. Exhibit C-2 (Time Schedule)
  5. Soul Source memo approval (Purchasing & Contracts Department)

WRIGHT/SULLIVAN

**SECOND AMENDMENT TO AGREEMENT**

This Second Amendment to the agreement to provide environmental consulting services (preparation of EIR) for the Otay Mesa Community Plan Update (H084422) dated November 25, 2008 [Agreement], is hereby entered into by and between the City of San Diego [City], a municipal corporation, and RECON Environmental, Inc. [Consultant].

**Comment [FAR1]:** This date is supposed to be the date that is stamped on the front cover of the original agreement so I made the correction.

**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-14769, to provide environmental consulting services (preparation of EIR) for the Otay Mesa Community Plan Update -[Project].

**Comment [FAR2]:** I am not sure why a resolution number was listed here but I corrected this to the City Clerk number that appears on the front cover of the original agreement.

B. The City desires to execute a Second Amendment to the Agreement for the Consultant to provide additional Professional Services, as indicated in the expanded Scope of Services [Exhibit A-2], for a compensation amount not to exceed \$7,637,214,063.00, with total compensation for services provided under the Agreement not to exceed \$317,749,512,440.50.

**Comment [FAR3]:** Since you already had an Exhibit A-1 attached to the first amendment, this needs to be Exhibit A-2. I have made the correction for all the exhibits throughout this document.

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

**Comment [FAR4]:** I corrected this dollar value to reflect what my department has as the total so far. If you have questions regarding this matter or if you believe this dollar value is incorrect, please contact me. It is critical that these dollar values be correct or it will result in severe delays later in the process.

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-2] at the direction of the City as specifically enumerated in the Compensation and Fee Schedule [Exhibit B-2], and in accordance to the Time Schedule [Exhibit C-2].”

**Comment [FAR5]:** The City is moving away from using the term lump sum so I deleted this phrase from this paragraph. Please contact me if you have questions regarding this change.

2. 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 completion of the Scope of Services or **November 19, 2013** whichever is the earliest but not to exceed five years unless approved by City ordinance.”

**Comment [KS6]:** expiration date of 11-1913 is OK for us, since Exhibit C-2 states all the EIR must be complete by march 2012.

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 Second Amendment to the Agreement, in an amount not to exceed \$76,437,296.00, as set forth in the Compensation and Fee Schedule [Exhibit B-2]. The Consultant shall be entitled to compensation for Professional Services under this Second 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 Second 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 \$317,274,490.50.”

**Comment [FAR7]:** The date of the last signature on the original agreement is November 19, 2008. Therefore, you may not extend this agreement past 11-19-2013 (5 years) without going to Council with an Ordinance. If you wish to extend this contract past five years, please let me know and I will alter this amendment for you.

**Comment [FAR8]:** I put this phrase back into this paragraph because it is standard boiler language. Please contact me if you have questions regarding this issue.

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 \$20,000. 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 IX is amended to read as follows:

ADD: “9.25 **Equal Benefits Ordinance.** This Agreement is subject to the Equal Benefits Ordinance [EBO]. All consultants are required to complete the Equal Benefits Ordinance Certification of Compliance included herein as Exhibit I. Effective January 1, 2011, any contract awarded from this solicitation is subject to the City of San Diego’s Equal Benefits Ordinance [EBO], Chapter 2, Article 2, Division 43 of the San Diego Municipal Code [SDMC].

In accordance with the EBO, contractors must certify they will provide and maintain equal benefits as defined in SDMC §22.4302 for the duration of the contract [SDMC §22.4304(f)]. Failure to maintain equal benefits is a material breach of the contract [SDMC §22.4304(e)]. Contractors must notify employees of their equal benefits policy at the time of hire and during open enrollment periods and must post a copy of the following statement in an area frequented by employees:

During the performance of a contract with the City of San Diego, this employer will provide equal benefits to its employees with spouses and its employees with domestic partners.

Contractors also must give the City access to documents and records sufficient for the City to verify the contractors are providing equal benefits and otherwise complying with EBO requirements. Full text of the EBO and the Rules Implementing the Equal Benefits Ordinance are posted on the City's website at [www.sandiego.gov/purchasing/](http://www.sandiego.gov/purchasing/) or can be requested from the Equal Benefits Program at (619) 533-3948.

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

Exhibits A-2 (Scope of Services), B-2 (Compensation and Fee Schedule), C-2 (Time Schedule), and I (Equal Benefits Ordinance Certification of Compliance).

7. The Parties agree that this Second 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 Second Amendment to the agreement to provide environmental consulting services (preparation of EIR) for the Otay Mesa Community Plan Update is executed by the City of San Diego acting by and through its Mayor, or his designee, pursuant to Resolution No. \_\_\_\_\_ authorizing such execution, and by the Consultant.

**Comment [FAR9]:** Since your agreement including all amendments now exceeds \$250K, you must award this amendment via 1472. As a result, I changed the authority to a resolution number

**Comment [FAR10]:** I deleted the paragraph related to awarding via 1472. If you plan to award this amendment via 1472 or if you want to extend the duration of this contract past 11-19-2013 you may restore the deleted paragraph and delete the paragraph directly above this comment. You only need one or the other.

THE CITY OF SAN DIEGO  
Mayor or Designee

By \_\_\_\_\_

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

RECON Environmental, Inc.

By: \_\_\_\_\_

Name: Robert MacAller \_\_\_\_\_

Title: President \_\_\_\_\_

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

I HEREBY APPROVE the form and legality of the foregoing Amendment on this  
\_\_\_\_\_ day of \_\_\_\_\_, 2011.

JAN I. GOLDSMITH, City Attorney

By: \_\_\_\_\_

Nina M. Fain  
Deputy City Attorney

**EXHIBIT I - Equal Benefits Ordinance Certification of Compliance**

**EQUAL BENEFITS ORDINANCE  
CERTIFICATION OF COMPLIANCE**



For additional information, contact:

**CITY OF SAN DIEGO  
EQUAL BENEFITS PROGRAM**

202 C Street, MS 9A, San Diego, CA 92101  
Phone (619) 533-3948 Fax (619) 533-32

Field Code Changed

Field Code Changed

**COMPANY INFORMATION**

Company Name:	Contact Name:
Company Address:	Contact Phone:
	Contact Email:

**CONTRACT INFORMATION**

Contract Title:	Start Date:
Contract Number (if no number, state location):	End Date:

**SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS**

The Equal Benefits Ordinance [EBO] requires the City to enter into contracts only with contractors who certify they will provide and maintain equal benefits as defined in San Diego Municipal Code §22.4302 for the duration of the contract. To comply:

- Contractor shall offer equal benefits to employees with spouses and employees with domestic partners.
  - Benefits include health, dental, vision insurance; pension/401(k) plans; bereavement, family, parental leave; discounts, child care; travel/relocation expenses; employee assistance programs; credit union membership; or any other benefit.
  - Any benefit not offered to an employee with a spouse, is not required to be offered to an employee with a domestic partner.
- Contractor shall post notice of firm's equal benefits policy in the workplace and notify employees at time of hire and during open enrollment periods.
- Contractor shall allow City access to records, when requested, to confirm compliance with EBO requirements.
- Contractor shall submit *EBO Certification of Compliance*, signed under penalty of perjury, prior to award of contract.

NOTE: This summary is provided for convenience. Full text of the EBO and its Rules are posted at [www.sandiego.gov/administration](http://www.sandiego.gov/administration).

**CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION**

Please indicate your firm's compliance status with the EBO. The City may request supporting documentation.

- I affirm **compliance** with the EBO because my firm (*contractor must select one reason*):
- Provides equal benefits to spouses and domestic partners.
  - Provides no benefits to spouses or domestic partners.
  - Has no employees.
  - Has collective bargaining agreement(s) in place prior to January 1, 2011, that has not been renewed or expired.
- I request the City's approval to pay affected employees a **cash equivalent** in lieu of equal benefits and verify my firm made a reasonable effort but is not able to provide equal benefits upon contract award. I agree to notify employees of the availability of a cash equivalent for benefits available to spouses but not domestic partners and to continue to make every reasonable effort to extend all available benefits to domestic partners.

It is unlawful for any contractor to knowingly submit any false information to the City regarding equal benefits or cash equivalent associated with the execution, award, amendment, or administration of any contract. [San Diego Municipal Code §22.4307(a)]

Under penalty of perjury under laws of the State of California, I certify the above information is true and correct. I further certify that my firm understands the requirements of the Equal Benefits Ordinance and will provide and maintain equal benefits for the duration of the contract or pay a cash equivalent if authorized by the City.

\_\_\_\_\_  
Name/Title of Signatory

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**FOR OFFICIAL CITY USE ONLY**

Receipt Date: \_\_\_\_\_ EBO Analyst: \_\_\_\_\_  Approved  Not Approved – Reason: \_\_\_\_\_



## SCOPE OF SERVICES

### Otay Mesa Community Plan EIR

Create, Draft, and Perform EIR for the Community Plan

1. Complete preparation of the third screencheck EIR. The third screencheck will incorporate changes required by revised scenarios, as well as revisions to the community plan update made in response to City staff comments. Additional RECON tasks associated with the third screencheck include:

- Reformat the EIR to address only one preferred land use plan. Revise all graphics and tables accordingly.
- Update the Introduction chapter with information regarding public outreach and the re-issued NOP.
- Update Environmental Setting chapter and existing conditions sections of other chapters based on current condition, regulatory plans and policies, and significance criteria.
- Update the Project Description chapter based on the new land use plan, new processing requirements and re-direction of the community plan update from the Coalition version. The “history of project changes” section of this chapter will be updated to reflect the events that have occurred since the previous screencheck.
- Revise the theoretical build-out section to reflect worst-case build-out according to the CPU.
- Revise the Land Use chapter to incorporate the updated existing conditions and local and regional planning framework. Land use analysis will be revised to coincide with the General Plan which was approved subsequent to the previous screencheck.
- Revise the Traffic chapter consistent with revisions to the Traffic Impact Analysis (TIA). This includes analysis without La Media Road, queuing analysis at ramp intersections, revised existing conditions, new transit analysis and transportation phasing plan.
- Revise the Air Quality, Noise, GHG, Biological Resources and Cultural Resources chapters based on the revised technical reports.
- Revise the Geology and Soils, Hydrology, and Water Quality, Water Supply and Wastewater Utilities chapters based on reports to be provided by other consultants.
- Revise the Visual Resources chapter to take into account completion of SR-905 and SR-125. RECON will take new photos from the intersection of SR-125/SR-905 and the intersection of SR-905/La Media Road.

**Comment [NMF1]:** What does this stand for?

**Comment [KS2R1]:** TIA = Traffic Impact Analysis

**Comment [KS3]:** photos will be taken from these 2 intersections in Otay

**Comment [NMF4]:** What locations? Are there specific segments or cross streets on the 95 and 125 that require photos?

- Revise the Public Services chapter based on responses to new service letters, coordination with service providers and new General Plan standards. New information related to the Public Facilities Financing Plan will be incorporated.
- Revise the Cumulative Impacts chapter to include an updated list of cumulative projects from the City and revise analysis accordingly.
- Revise the Alternatives chapter to include the design of a new biologically superior alternative.
- Attend additional meetings and prepare meeting notes as requested.

2. Revise the historic technical report based on the results of the new records search, the most current mitigation measures to be provided by City, and the new land use plan.

3. Revise the air quality technical report based on the new Traffic Impact Analysis (TIA) and the new land use plan.

**Comment [KS5]:** Traffic Impact Analysis

**Comment [NMF6]:** What does TIA stand for?

4. Revise the noise technical report based on the new Traffic Impact Analysis (TIA), new General Plan compatibility matrix, and the new land use plan.

**Comment [KS7]:** Traffic Impact Analysis

**Comment [NMF8]:** See comment NMF3.

5. The Greenhouse Gas emissions (GHG) report was prepared in July 2007 and methods and approaches to addressing this issue have changed. RECON will rewrite the GHG report based on current information and the City's new guidelines and requirements. RECON will assist in preparing policies and mitigation measures to be included in the CPU to reduce GHG emissions.

6. Update the Biological Resources report based on the most recent SanGIS vegetation layer, updated vernal pool information, results of the Brewster case and proposed mitigation, and revised land use plan.

7. Expend up to 32 hours researching existing GIS data and other documents and perform field analysis to collect information on the watersheds and hydrology of the J 13 North and South vernal pool complexes. The City will provide maps with 5-foot topography and other existing City documentation. In particular, any hydrologic connections between these complexes will be analyzed and documented.

8. Expend up to 18 hours researching data and conducting a brief field check on:

- known pollinators (native and naturalized) for vernal pool plant species in Otay Mesa, including both historic and current records if available;
- pollination needs of historic and current vernal pool species on Otay Mesa;
- field check the pool sites to verify that the plant composition is appropriate for plant pollinators;
- barriers/distance to pollinator dispersal and movement, establishment in areas of extirpation, required upland habitat adjacent to pool complexes, and specific needs of Otay Mesa's sensitive plants.

9. Expend up to 34 hours researching anecdotal/local data on needs of vernal pool preserve design, focusing on connectivity to open space. Analyze issues such as direct connectivity versus separation from open space by a road; preserves without connectivity where species persistence has been documented; lower management requirements, if any, in well-connected areas, etc.

10. Prepare a summary document with results of findings on hydrologic connections, pollinators for vernal pools in Otay Mesa, and habitat preserve connectivity as described above. Provide one set of revisions.

11. Review prior air quality studies and health risk assessment (HRA) prepared by Environ for the community plan update.

12. Evaluate the potential for significant emissions from existing sources based on information available from the San Diego Air Pollution Control District (SDAPCD). Permitted sources will be identified and their status with SDAPCD will be discussed.

13. Revise the previous Environ HRA. Complete a Caline dispersion model for diesel particulates for three CPU scenarios resulting from traffic on I-905, I-805, SR-125 and area roads projected to carry more than 50,000 ADT. Emission factors will be based on results of emission models such as the EMFAC2007 computer model. The dispersion analysis will consider wind angles and speeds using data from published literature and the nearest available meteorological station.

**Comment [KS9]:** consultant states that "meteorological" is the correct reference

**Comment [NMF10]:** Metrology is the science of weights and measures...Did you mean meteorology?

14. Prepare a Health Risk Assessment in accordance with AB2588 and assess and discuss the potential health risks resulting from diesel particulate emissions from vehicular traffic.

15. Thresholds of significance will be recommended and the results of the analysis will be evaluated based on those criteria. Thresholds will include a review of standards set by SDAPCD, the California Air Resources Board, and the City of San Diego. Based on this assessment, mitigation recommendations will be made for any identified significant impacts. The analysis, impact assessment and mitigation recommendations will be included in a technical report, which summarizes the analysis and results. The report will identify the source to receptor distances required to achieve the threshold incremental cancer risk established for significance determinations.

16. City staff will prepare a draft of the EIR Conclusions and provide them to RECON for inclusion in the 3<sup>rd</sup> screencheck EIR.

**Comment [KS11]:** this task has been revised to reflect that city staff will complete the EIR conclusions (not the consultant).

17. Attend additional meetings. An additional 100 hours of meeting time is requested based on projections for the remainder of the project.

**Comment [NMF12]:** Consultants acting in a staff capacity need to file Form 700 under the ethics ordinance, which would also mean you may need to revise Exhibit I, the Disclosure Determination Form and submit as Exhibit I-2. This may also be subject to meet and confer due to labor issues—have you gotten clearance from Scott Chadwick?

18. Prepare revisions to the draft EIR based on City staff review of the third screencheck and provide copies of the public review Draft EIR to city staff for public review distribution.

19. Prepare draft responses to comments to the letters received during the EIR public review in accordance with CEQA Guidelines section 15088 and submit to city staff for review.

20. Prepare revisions to the draft responses to comments based on city comments.
21. Prepare necessary revisions to the text of the Final EIR based on public review comments and submit to city staff for review.
22. Make final changes to the Final EIR based on City staff review and provide copies of the Final EIR to city staff for distribution.
23. Prepare draft CEQA Findings and a Statement of Overriding Considerations in accordance with CEQA section 21081 and CEQA Guidelines sections 15091 and 15093.and submit to City staff.
24. Print up to 200 copies of Screencheck, Draft EIR and Final EIR's with technical appendices.
25. Attend up to two Planning Commission and two City Council Hearings.

**Comment [FAR13]:** I deleted this language regarding the cost because this subject should be reserved for the Compensation and Fee Schedule (Exhibit B-2). It is not recommended that you mix information amongst the exhibits because if you ever have to amend the contract again you will have to make revisions in multiple areas as opposed to just one or two. There is also a potential for conflicts between the contract, amendments, and exhibits, if information that is repeated in multiple areas is not found and revised in subsequent amendments.

**EXHIBIT B-2****COMPENSATION AND FEE SCHEDULE**

<b>Task</b>	<b>Hours</b>	<b>Avg. Billing Rate</b>	<b>Cost</b>
1. Complete 3 <sup>rd</sup> Screencheck Draft EIR	210	\$139.00	\$29,190.00
2. Prepare Revisions to 3 <sup>rd</sup> Screencheck Draft EIR	59	\$128.00	\$7,552.00
3. Update Global Warming Section	48	\$134.00	\$6,432.00
4. Update Biology Report	44	\$129.00	\$5,676.00
5. Revise Cultural Resources Technical Report	17	\$106.00	\$1,802.00
6. Revise Air Quality Technical Report	20	\$129.00	\$2,580.00
7. Revise Noise Technical Report	23	\$136.50	\$3,140.00
<b>Total Labor and Expenses: EIR and Technical Reports</b>			<b>\$56,372.00</b>
<b>Additional Services</b>			<b>\$20,000.00</b>
<b>Total</b>			<b>\$76,372.00</b>

**TIME SCHEDULE**

<b>Task *</b>	<b>Time</b>
1. Complete 3 <sup>rd</sup> Screencheck Draft EIR	210 Calendar Days
2. Prepare Revisions to 3 <sup>rd</sup> Screencheck Draft EIR	
3. Update Global Warming Section	
4. Update Biology Report	
5. Revise Cultural Resources Technical Report	
6. Revise Air Quality Technical Report	
7. Revise Noise Technical Report	

\* Time begins with issuance of Notice to Proceed (NTP) by City

CITY OF SAN DIEGO  
M E M O R A N D U M

DATE: July 18, 2011

TO: Hildred Pepper, Jr., Director of Purchasing & Contracting

FROM: Mary P. Wright, AICP, Deputy Director, Development Services  
Department, City Planning Division

SUBJECT: Request to amend sole source # **1830**.

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This memo is a request to amend the sole source contract with RECON Environmental, Inc. to include an "additional services" clause in the contract to complete various technical studies needed to complete the Environmental Impact Report for the Otay Mesa Community Plan Update (OMCPU).

The total value for the added work is \$20,000, and would bring the adjusted contract total to \$317,749.50. Development Services Department respectfully requests approval of an amendment to the sole source contract with RECON not to exceed \$317,749.50 to complete their technical work on the Otay Mesa Community Plan Update.

Thank you for your consideration.

Submitted,

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Mary P. Wright, AICP, Deputy Director,  
Development Services Department,  
City Planning Division

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Date

cc: Mary Wright, Deputy Director, Development Services Department, City Planning  
Division  
Theresa Millette, AICP, Senior Planner, Development Services Department, City  
Planning Division