

REQUEST FOR COUNCIL ACTION CITY OF SAN DIEGO	CERTIFICATE NUMBER (FOR COMPTROLLER'S USE ONLY) 3000007711
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TO: CITY COUNCIL	FROM (ORIGINATING DEPARTMENT): Public Works/Engineering	DATE: 2/9/2015
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SUBJECT: First San Diego River Improvement Project - Second Amendment to the agreement with Dudek and Associates

PRIMARY CONTACT (NAME, PHONE): Abi Palaseyed ,533-4654 908A	SECONDARY CONTACT (NAME, PHONE): Jamal Batta, 533-7482 908A
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COMPLETE FOR ACCOUNTING PURPOSES

FUND	200054				
FUNCTIONAL AREA					
COST CENTER	1714151619				
GENERAL LEDGER ACCT	512034				
WBS OR INTERNAL ORDER	S-00606.07.01				
CAPITAL PROJECT No.	S-00606				
AMOUNT	\$95,960.00	0.00	0.00	0.00	0.00

FUND					
FUNCTIONAL AREA					
COST CENTER					
GENERAL LEDGER ACCT					
WBS OR INTERNAL ORDER					
CAPITAL PROJECT No.					
AMOUNT	0.00	0.00	0.00	0.00	0.00

COST SUMMARY (IF APPLICABLE):
 Original Contract: \$70,450
 First Amendment: \$39,305.00
 Second Amendment:(This action) \$95,960.00
 Total Contract Amount: \$205,715.00

ROUTING AND APPROVALS

CONTRIBUTORS/REVIEWERS:	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
Environmental Analysis	ORIG DEPT.	Nagelvoort, James	03/04/2015
Equal Opportunity Contracting	CFO		
Liaison Office	DEPUTY CHIEF		
Financial Management	COO		
Comptroller	CITY ATTORNEY		
	COUNCIL PRESIDENTS OFFICE		

PREPARATION OF: RESOLUTIONS ORDINANCE(S) AGREEMENT(S) DEED(S)

1. The Mayor or his designee is authorized to execute a Second Amendment to the agreement with Dudek & Associates, Inc. for environmental services and construction support in CIP S-00606, SD River Dredging

Qualcomm Way to SR 163, in an amount not to exceed \$95,960; and	
2. The Chief Financial Officer is authorized to expend an amount not to exceed \$95,960 from CIP S-00606, SD River Dredging Qualcomm Way to SR 163, Fund 200054, First San Diego River Imp., for the purpose of executing this amendment to the agreement, and contingent upon the City Comptroller furnishing a certificate certifying the funds necessary for expenditure are, or will be, on deposit with the City Treasurer.	
STAFF RECOMMENDATIONS: Adopt the Ordinance and Resolutions	
SPECIAL CONDITIONS (REFER TO A.R. 3.20 FOR INFORMATION ON COMPLETING THIS SECTION)	
COUNCIL DISTRICT(S):	7
COMMUNITY AREA(S):	Mission Valley
ENVIRONMENTAL IMPACT:	This activity is not a “project” as defined in CEQA Guidelines Section 15378 because it involves a design services contract which, on its own accord will not cause a significant environmental impact. As such, this activity is not subject to CEQA pursuant to CEQA Guidelines Section 15060(c)(3). This determination is predicated on Section 15004 of the guidelines, which provides direction to lead agencies on the appropriate timing for environmental review. The Project for which this design contract is intended will require preparation of an environmental document in accordance with the State CEQA Guidelines.
CITY CLERK INSTRUCTIONS:	This item is subject to Charter Section 99 (10 day published notice, approval by Ordinance and 6 votes required)

COUNCIL ACTION
EXECUTIVE SUMMARY SHEET
CITY OF SAN DIEGO

DATE: 2/9/2015

ORIGINATING DEPARTMENT: Public Works/Engineering

SUBJECT: First San Diego River Improvement Project - Second Amendment to the agreement with Dudek and Associates

COUNCIL DISTRICT(S): 7

CONTACT/PHONE NUMBER: Abi Palaseyed /533-4654 908A

DESCRIPTIVE SUMMARY OF ITEM:

Executing the Second Amendment to the agreement in the amount of \$95,960 with Dudek & Associates, Inc. for environmental services for the First San Diego River Improvement Dredging project. These services include submitting applications, providing revisions, and coordinating efforts for mitigation purposes in order to obtain all required permitting with resource agencies.

STAFF RECOMMENDATION:

Adopt the Ordinance and Resolutions

EXECUTIVE SUMMARY OF ITEM BACKGROUND:

The First San Diego River Improvement (FSDRIP) Dredging Project located within the Mission Valley area consists of removal of approximately 3000 cubic yards of sediment from the north channel of the San Diego River just east of State Route 163. Dudek & Associates entered into an agreement on May 19, 2006 to provide environmental services. This original contract was amended to include preparation of a Site Development Permit which involved work beyond the original scope. This second amendment will provide permit applications to the US Army Corps of Engineers (ACOE), San Diego Regional Water Quality Control Board (RWQCB), and California Department of Fish & Wildlife (CDFW) to determine permit requirements under Section 404 of the Clean Water Act, Section 401 of the federal Clean Water Act, and state Porter-Cologne Act. The scope of work also includes additional services to address unforeseen requirements and agency requests. The costs for these additional services are estimated to be \$95,960.00. Funds to execute this Second Amendment to the Agreement are available in the project. The total cost for environmental services including this amendment will be \$205,715.00.

FISCAL CONSIDERATIONS:

The total cost for environmental services is \$205,715.00 which includes the original contract \$70,450, first amendment of \$39,305, and this action for the second amendment of \$95,960.00. The funding for this action is available in Fund 200054, First SD River Improvements, and contingent upon the City Comptroller furnishing a certificate certifying the funds necessary for expenditure are, or will be, on deposit with the City Treasurer.

EQUAL OPPORTUNITY CONTRACTING INFORMATION (IF APPLICABLE):

This agreement is 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 Section 22.3501 through 22.3517).

PREVIOUS COUNCIL and/or COMMITTEE ACTION (describe any changes made to the item from what was presented at committee):

On May 19, 2006, Council adopted Document No. C-13790 executing the agreement with Dudek and Associates and authorizing the expenditure of \$70,450 from Fund 702401, First San Diego River Improvement Dredging Project, and on May 5, 2010 Council approved Resolution R-305772 executing the First Amendment to the Agreement with Dudek and Associates and authorizing the additional expenditure of \$39,305 from Fund 702401, First San Diego River Improvement Dredging Project

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:

Meetings have been held with the community during design phase and notices will be sent notifying residents of upcoming construction.

KEY STAKEHOLDERS AND PROJECTED IMPACTS:

City of San Diego, Mission Valley, and Dudek & Associates, Inc.

Nagelvoort, James

Originating Department

Deputy Chief/Chief Operating Officer



LOCATION MAP

NO SCALE

**CITY OF SAN DIEGO
PLANS FOR THE CONSTRUCTION OF
SAN DIEGO RIVER CHANNEL
FSDRIP
DREDGING DESIGN**

DOCKET SUPPORTING INFORMATION CITY OF SAN DIEGO EQUAL OPPORTUNITY CONTRACTING PROGRAM EVALUATION	DATE: March 26, 2015
SUBJECT: First San Diego River Improvement Project - Second Amendment to the Agreement with Dudek and Associates (H064880)	

GENERAL CONTRACTOR INFORMATION

Recommended Contractor: Dudek & Associates (Not Certified, M- Cauc)

Amount of this action: \$ **95,960.00**

Previous Actions: \$ 109,755.00

Cumulative Contract Amount: \$ 205,715.00 (Not to Exceed)

Funding Source: City of San Diego

Goal: 15% Voluntary

SUBCONSULTANT PARTICIPATION

There are no identified subcontractors associated with this current action.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

Equal Opportunity: Required.

Dudek & Associates submitted a Work Force Report for their San Diego County employees dated, January 13, 2015 indicating 303 employees in their Administrative Work Force.

The Administrative Work Force Report Analysis reflects under representation in the following categories:

- Black in Professional and Administrative Support
- Latino in Management & Financial; Professional; Administrative Support and Laborers
- Asian Management & Financial; Professional; A&E, Science, Computer; Technical and Administrative Support
- Filipino in Professional; A&E, Science, Computer; Technical and Administrative Support
- Female in Management & Financial; Professional and Technical

EOC has received an approved Equal Employment Opportunity Plan dated October 14, 2013. EOC staff will continue to monitor the firm's effort to implement their plan.

This agreement is 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).

ADDITIONAL COMMENTS

H064880

MM

**City of San Diego
Human Resources Department
Request for Human Resources Approval for Purchase Requisition**

Requesting Department:	E&CP / Drainage Design Division
Project Name/Number	FSDRIP River Dredging / WBS S-00606
Vendor Name:	N/A
Purchase Requisition #:	N/A
Department Contact:	Jason Guise x34665
Date of Request:	10/20/14
Contract Amount:	\$95,960

Please submit request to HumanResources@sanidiego.gov or MS 56L

<u>Question</u>	<u>Department Response</u>
What is the contract for?	This is a consultant contract 2nd amendment to the original contract which includes extensive biological evaluation and reporting as well as needed construction mitigation work.
Are City employees currently performing any of the work?	No
Will any City employees be displaced as a result of this bid?	No
If this is a renewal of an existing contract, how long have these services been contracted out?	Original Contract Date: May 19, 2006
Is this a Public Works Contract? (construction, reconstruction or repair of City buildings, street or other facilities)	Yes, Design Consultant Contract Amendment
Is this a Tenant Improvement?	No
Was another department contacted to determine if they can or do perform this service (i.e. Streets, Facilities, etc.)? If so, please attach communication.	No

NOTE: If a public works construction contract and over \$100k, see City Charter Section 94.

<u>HUMAN RESOURCES DEPARTMENT USE ONLY</u>	
Based on the Department's representation, this contract is from a labor relations perspective.	<input checked="" type="checkbox"/> APPROVED
	10-22-14
Human Resources Department Liaison	Date

SECOND AMENDMENT TO AGREEMENT

This Second Amendment to the *First San Diego River Improvement Project (Contract No. H064880)* dated *May 19, 2006* [Agreement], is hereby entered into by and between the City of San Diego [City], a municipal corporation, and *Dudek* [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-13790, to provide *environmental services* for *First San Diego River Improvement Project* [Project].

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 \$95,960 (consisting of \$73,160 for the Scope of Services and \$22,800 for Additional Services) with total compensation for services provided under the Agreement not to exceed \$205,715 (consisting of \$182,915 for the Scope of Services and \$22,800 for Additional Services).

C. Consultant desires to provide the services required under this Second 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-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]."

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 **December 31, 2017** whichever is the earliest.”

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 **\$95,960**, as set forth in the Compensation and Fee Schedule [Exhibit B-2]. 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 **\$205,715.**”

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 **\$22,800**. 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 4.3.3.2 in its entirety and REPLACE with the following:

“4.3.3.2 The City will accept insurance provided by non-admitted, “surplus lines” carriers only if the carrier is authorized to do business in the State of California and is included on the List of Approved Surplus Lines Insurers (LASLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.”

6. DELETE Section 4.3.4.1 in its entirety and REPLACE with the following:

“4.3.4.1 Commercial General Liability Insurance Endorsements

ADDITIONAL INSURED. To the fullest extent allowed by law including but not limited to

California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Additional Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of (a) ongoing operations performed by you or on your behalf, (b) your products, (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 Consultant's insurance and shall not contribute to it."

7. DELETE Section 4.3.4.2 in its entirety and REPLACE with the following:

"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 Additional Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of automobile owned, leased, hired or borrowed by or on behalf of the Consultant."

8. ADD: **"4.21 Prevailing Wage Rates.** Prevailing wage rates apply to this Agreement.

Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Agreement is subject to State prevailing wage laws. For construction work performed under this Agreement cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Agreement cumulatively exceeding \$15,000, the Consultant and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.

4.21.1. Compliance with Prevailing Wage Requirements. Pursuant to sections 1720 through 1861 of the California Labor Code, the Consultant and its subcontractors shall ensure that all workers who perform work under this [Agreement or Contract] are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

4.21.1.1. Copies of such prevailing rate of per diem wages are on file at the City and are available for inspection to any interested party on request. Copies of the

prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Consultant and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

4.21.1.2. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Agreement. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Agreement in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Agreement, each successive predetermined wage rate shall apply to this Agreement on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Agreement, such wage rate shall apply to the balance of the Agreement.

4.21.2. Penalties for Violations. Consultant and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed.

4.21.3. Payroll Records. Consultant and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Consultant shall require its subcontractors to also comply with section 1776. Consultant and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Consultant is responsible for ensuring its subcontractors submit certified payroll records to the City.

4.21.4. Apprentices. Consultant and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Consultant shall be held responsible for the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.

4.21.5. Working Hours. Consultant and subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on consultants and subcontractors of \$25 per worker per day for each day the worker works more than 8

hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.

4.21.6. Required Provisions for Subcontracts. Consultant shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.

4.21.7. Labor Code Section 1861 Certification. Consultant in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Agreement, Consultant certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this agreement."

4.21.8. Labor Compliance Program. The City has its own Labor Compliance Program (LCP) as authorized by the DIR since 2011. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. Any questions concerning the City's LCP shall be directed to the Equal Opportunity Compliance Program office."

9. Article VI is amended to read as follows:

DELETE Section 6.1 in its entirety and REPLACE with the following:

“6.1 Indemnification and Hold Harmless Agreement. With respect to any liability, including but not limited to claims asserted or costs, losses, or payments for injury to any person or property caused or claimed to be caused by the acts or omissions of the Consultant, or Consultant's employees, agents, and officers, arising out of any services performed under this Agreement, the Consultant agrees to defend, indemnify, protect, and hold harmless the City, its agents, officers, and employees from and against all liability. Also covered is liability arising from, connected with, caused by, or claimed to be caused by the passive negligent acts or omissions of the City, its agents, officers, or employees which may be in combination with the active or passive negligent acts or omissions of the Consultant, its employees, agents or officers, or any third party. The Consultant's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the active or sole negligence or sole willful misconduct of the City, its agents, officers or employees.”

10. ADD: **“8.22 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 J. 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/ or can be requested from the Equal Benefits Program at (619) 533-3948."

11. 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 J (Equal Benefits Ordinance Certification of Compliance).

12. 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.

The remainder of this page has intentionally been left blank.

IN WITNESS WHEREOF, this Second Amendment to the *First San Diego River Improvement Project* 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: _____

Dudek
By:  _____ **Dudek**
Name: _____ **Frank Dudek**
Title: _____ **President**
Date: _____ **JAN. 9, 2015**

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 J - 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) 533-3220

COMPANY INFORMATION

Company Name: Dudek Contact Name: Mary Murphy
 Company Address: 605 3rd Street, Encinitas, CA 92027 Contact Phone:
 Contact Email:

CONTRACT INFORMATION

Contract Title: First San Diego River Improvement Project Start Date: 5/19/06
 Contract Number (if no number, state location): H064880 End Date: 12/31/17

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.

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.

Mary R. Murphy, HR Director
Name/Title of Signatory

Mary R. Murphy
Signature

1/9/15
Date

FOR OFFICIAL CITY USE ONLY

Receipt Date: _____ EBO Analyst: _____ Approved Not Approved – Reason: _____

The City of San Diego
COMPTROLLER'S CERTIFICATE

CERTIFICATE OF UNALLOTTED BALANCE

ORIGINATING CC 3000007711
 DEPT. NO. 2112

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

Amount: _____

Purpose: _____

Date: _____ By: _____
 COMPTROLLER'S DEPARTMENT

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

FUND OVERRIDE

CERTIFICATION OF UNENCUMBERED BALANCE

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

Not to Exceed: \$95,960.00

Vendor: Dudek and Associates, Inc

Purpose: To authorize the expenditure of funds not to exceed \$95,960.00 to Dudek and Associates, Inc to execute the Second Amendment to the Agreement for environmental services and construction support for the First San Diego River Improvement project.

Date: March 26, 2015 By: Elizabeth Warnock
 COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA									
Doc. Item	Funded Program	Fund	Grant Number	G/L Account	Functional Area	Business Area	Fund Center or Cost Center	Internal Order or WBS Element	Original Amount
1	S00606	200054		512034	OTHR-00000000-TR	1714		S-00606.07.01	\$95,960.00
TOTAL AMOUNT									\$95,960.00

FUND OVERRIDE

CC 3000007711

FIRST AMENDMENT TO AGREEMENT

This First Amendment to the Agreement for First San Diego River Improvement Project (FSDRIP) dated *May 19, 2006* [Agreement], is hereby entered into by and between the City of San Diego [City], a municipal corporation, and Dudek & Associates, 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. C-13790, to provide Environmental Services for FSDRIP [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 \$39,305.00, with total compensation for services provided under the Agreement not to exceed \$109,755.00.

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].

2. DELETE Section 2.1 in its entirety and REPLACE 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

DOCUMENT NO. RR-305772

FILED APR 20 2010
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

until completion of the Scope of Services or April 1, 2011 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 \$39,305.00, 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 \$109,755.00.

4. Article IV is amended to read as follows:

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

“4.3 Insurance. The Consultant shall not begin the Services under this Agreement until it has: (a) obtained, and provided to the City, insurance certificates reflecting evidence of all insurance as set forth herein; however, the City reserves the right to request, and the Consultant shall submit, copies of any policy upon reasonable request by the City; (b) obtained City approval of each company or companies as required in Section 4.3.3 of this Agreement; and (c) confirmed that all policies contain the specific provisions required in Section 4.3.4 of this Agreement. Consultant’s liabilities, including but not limited to Consultant’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 Consultant’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 Consultant 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 Consultant 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 Consultant's automobiles including owned, hired and non-owned automobiles, the Consultant 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 Consultant's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, the Consultant 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 Consultant 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 Professional Liability. For all of the Consultant's employees who are subject to this Agreement, the Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant'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 automobile owned, leased, hired or borrowed by or on behalf of the Consultant.

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 Consultant's insurance coverage, limits, deductible and self-insured retentions to determine if they are acceptable to the City. The City will reimburse the Consultant 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 Consultant 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.”

5. ADD Section 4.20 as follows:

“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.”

6. Article VI is amended to read as follows:

DELETE Sections 6.1, 6.2 and 6.3 in their entirety and REPLACE with the following:

“6.1 Indemnification and Hold Harmless Agreement. With respect to any liability, including but not limited to claims asserted or costs, losses, attorney fees, or payments for injury to any person or property caused or claimed to be caused by the acts or omissions of the Consultant, or Consultant's employees, agents, and officers, arising out of any services performed under this Agreement, the Consultant agrees to defend, indemnify, protect, and hold harmless the City, its agents, officers, and employees from and against all liability. Also covered is liability arising from, connected with, caused by, or claimed to be caused by the active or passive negligent acts or omissions of the City, its agents, officers, or employees which may be in combination with the active or passive negligent acts or omissions of the Consultant, its employees, agents or officers, or any third party. The Consultant's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or sole willful misconduct of the City, its agents, officers or employees.”

7. Article VIII is amended to read as follows:

ADD: **“8.21 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 I. 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.”

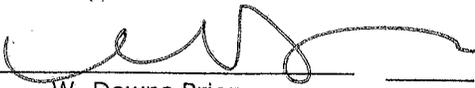
8. The following attachments are incorporated herein by reference as follows:

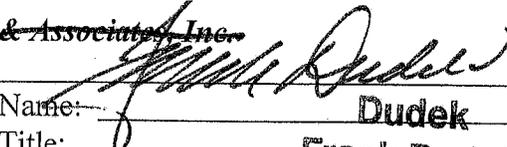
Exhibits A-1 (Scope of Services), B-1 (Compensation and Fee Schedule), I (Contractor Standards Pledge of Compliance).

9. 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.

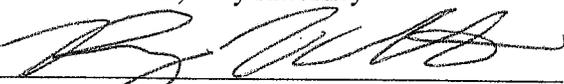
IN WITNESS WHEREOF, this First Amendment to the Agreement for First San Diego River Improvement Project (FSDRIP) is executed by the City of San Diego acting by and through its Mayor, or his designee, pursuant to San Diego Municipal Code section 22.3223 authorizing such execution, and by the Consultant.

THE CITY OF SAN DIEGO
Mayor or Designee

By:  5/6/10
W. Downs Prior
Principal Contract Specialist
Purchasing & Contracting

~~Dudek & Associates, Inc.~~
By: 
Name: Dudek
Title: Frank Dudek
Date: 11-19-09 President

I HEREBY APPROVE the form and legality of the foregoing Amendment on this 5th day of May, 2010.

JAN I. GOLDSMITH, City Attorney
By: 
Ryan Kohut
Deputy City Attorney

DUDEK

MAIN OFFICE
605 THIRD STREET
ENCINITAS, CALIFORNIA 92024
T 760.942.5147 T 800.450.1818 F 760.632.0164

EXHIBIT A-J

November 17, 2009

5066-01

Danny Schrotberger
City of San Diego
Engineering Capital & Improvements
1010 Second Avenue, Suite 1200
San Diego, California 92101

Subject: Environmental Consulting Services for First San Diego River Improvement Project – Revised Contract Amendment Authorization Request No. 1

Dear Mr. Schrotberger:

Dudek presents this contract amendment authorization request to the City of San Diego (City) for our existing contract to prepare environmental services for the First San Diego River Improvement Project. Previously, Dudek submitted a contract amendment authorization request to the City on June 18, 2009, which was verbally approved by the City. Since that time, additional work has been requested of Dudek on this project based on City cycle review comments received in October. Therefore, this authorization request replaces our contract augment request dated June 18, 2009.

On April 8, 2009, Dudek attended a meeting with you and Jerry Jakubauskas. As was discussed at this meeting, Dudek understands that the City will perform construction operations of the proposed project outside of the breeding season, and therefore, no additional focused protocol wildlife surveys will be required for the project. The City has requested that Dudek prepare the public project submittal requirements for the proposed project and coordinate with Tran Engineering to provide this submittal.

Additionally, on October 29, 2009, Dudek attended a meeting with you and the project team to go over the City Cycle Review comments on the Public Project Submittal Requirements package. At this meeting, you requested that Dudek prepare responses to comments and attend additional project-related meetings.

These tasks represent project analysis, response to comments, and documentation items that were not included in our current scope of work. This contract augment request has been revised to reflect the changes discussed above.

Mr. Danny Schrotberger

Subject: *Environmental Consulting Services for First San Diego River Improvement Project – Revised Contract Amendment Authorization Request No. 1*

Task 1 California Environmental Quality Act (CEQA) Documentation

Dudek’s contract assumed the preparation of an Initial Study and Mitigated Negative Declaration (MND), as the CEQA documentation efforts for the proposed dredging activities within the San Diego River. Prior to the commencement of the above-mentioned CEQA tasks, Dudek was requested by the City to prepare the Public Project Submittal Requirements for Development Permits/Approvals. This task includes the preparation of public project assessment forms (including Development Services forms 510, 560, and 3032), preparation of figures, and attendance of eight meetings with City staff (including one site visit) that were not included in our original scope of work. In addition, per the City’s request, Dudek is coordinating with Tran Engineering to include the engineering related items required in the Public Project Submittal Requirements, and to provide environmental data to Tran for incorporation onto their plans. Dudek assumes the attendance of a total of eight meetings in relation to this task (please note that as of October 29, four meetings have already been attended). This task also includes project management activities, such as general project management and project coordination with the City and project engineers and will continue to occur through August 2010, when the MND is expected to be complete. If the project schedule is delayed beyond August 2010, additional project management time and materials costs may be required.

This task assumes three rounds of review of the public project submittal package. Dudek prepared and submitted the first draft Public Project Submittal requirements on July 9, 2009, and we anticipate two more submittals (second draft and final). Comments on the first draft submittal requirements were received from the City on October 12, 2009. Dudek will provide written response to comments on the City’s Cycle Review comments for each round of review. Dudek has also performed project management and administrative services, including the attendance of four meetings with City staff. We assume that after the second draft submittal of the Public Project Submittal requirements, no further changes to the project boundaries (dredge limits, boat access) will be required.

Deliverables for this task assumes two hard copies and two electronic copies of the second draft Public Project Submittal package and the final Public Project Submittal package. Additional copies of the draft and/or final submittal package can be provided upon request.

Estimated Cost for this Task.....\$39,305.00

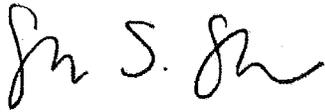
All labor will be billed not to exceed **\$39,305.00** in accordance with our 2009 Standard Schedule of Charges, a copy of which is included for reference.

Mr. Danny Schrotberger

*Subject: Environmental Consulting Services for First San Diego River Improvement Project --
Revised Contract Amendment Authorization Request No. 1*

Please do not hesitate to contact me at 760.479.4228 or sshamlou@dudek.com with any questions.

Sincerely,



Shawn Shamlou, AICP
Environmental Project Manager

*cc: Jerry Jakubauskas, City of San Diego
Elizabeth Doalson, Dudek*

Att: 2009 Standard Schedule of Charges

DUDEK
2009 STANDARD SCHEDULE OF CHARGES

Engineering Services

Project Director	\$205.00/hr
Program Manager	\$190.00/hr
Principal Engineer II	\$180.00/hr
Principal Engineer I	\$170.00/hr
Senior Project Manager	\$160.00/hr
Project Manager	\$145.00/hr
Resident Engineer	\$135.00/hr
Senior Engineer II	\$135.00/hr
Senior Engineer I	\$125.00/hr
Associate Engineer	\$115.00/hr
Project Engineer IV	\$110.00/hr
Project Engineer III	\$100.00/hr
Project Engineer II	\$95.00/hr
Project Engineer I	\$85.00/hr
Field Engineer II	\$110.00/hr
Field Engineer I	\$100.00/hr
Engineering Assistant	\$75.00/hr

Right-of-Way Management Services

Principal ROW Manager	\$170.00/hr
ROW Project Manager	\$140.00/hr
ROW Senior Engineer	\$125.00/hr
ROW Engineer	\$115.00/hr
ROW Technician	\$105.00/hr
ROW Research Analyst	\$75.00/hr

Environmental Services

Principal	\$210.00/hr
Senior Project Manager/Specialist	\$195.00/hr
Environmental Specialist/Planner VI	\$170.00/hr
Environmental Specialist/Planner V	\$150.00/hr
Environmental Specialist/Planner IV	\$135.00/hr
Environmental Specialist/Planner III	\$125.00/hr
Environmental Specialist/Planner II	\$110.00/hr
Environmental Specialist/Planner I	\$100.00/hr
Analyst	\$85.00/hr
Planning Research Assistant	\$70.00/hr

Construction Management Services

Principal/Manager	\$195.00/hr
Senior Construction Manager	\$180.00/hr
Senior Project Manager	\$160.00/hr
Construction Manager	\$150.00/hr
Project Manager	\$140.00/hr
Resident Engineer	\$135.00/hr
Construction Engineer	\$130.00/hr
On-site Owner's Representative	\$105.00/hr
Construction Inspector III	\$120.00/hr
Construction Inspector II	\$110.00/hr
Construction Inspector I	\$100.00/hr

Hydrogeological Services

Principal	\$205.00/hr
Practice Manager	\$185.00/hr
Sr. Environmental Engineer	\$185.00/hr
Sr. Hydrogeologist/Sr. Proj Mgr	\$185.00/hr
Project Manager	\$150.00/hr
Associate Hydrogeologist/Engineer	\$135.00/hr
Hydrogeologist IV/Engineer IV	\$120.00/hr
Hydrogeologist III/Engineer III	\$110.00/hr
Hydrogeologist II/Engineer II	\$100.00/hr
Hydrogeologist I/Engineer I	\$90.00/hr
Technician	\$85.00/hr

District Management & Operations

District General Manager	\$175.00/hr
District Engineer	\$160.00/hr
Operations Manager	\$150.00/hr
District Secretary/Accountant	\$85.00/hr
Collections System Manager	\$95.00/hr
Grade V Operator	\$100.00/hr
Grade III Operator	\$80.00/hr
Grade I Operator	\$55.00/hr
Operator in Training	\$40.00/hr
Collection Maintenance Worker II	\$55.00/hr
Collection Maintenance Worker I	\$40.00/hr

Office Services**Technical/Drafting/CADD Services**

3D Graphic Artist	\$140.00/hr
Senior Designer	\$120.00/hr
Designer	\$105.00/hr
Assistant Designer	\$85.00/hr
GIS Specialist IV	\$135.00/hr
GIS Specialist III	\$120.00/hr
GIS Specialist II	\$110.00/hr
GIS Specialist I	\$100.00/hr
CADD Operator II	\$95.00/hr
CADD Operator I	\$85.00/hr
CADD Drafter	\$80.00/hr
CADD Technician	\$70.00/hr

Surveying Services (Coachella Valley)

Professional Land Surveyor	\$160.00/hr
3-Person Survey Crew	\$235.00/hr
2-Person Survey Crew	\$205.00/hr
1-Person Survey Crew	\$110.00/hr
Survey Analyst	\$110.00/hr
Asst. Survey Analyst/CADD Mapper	\$80.00/hr

Support Services

Technical Editor III	\$130.00/hr
Technical Editor II	\$110.00/hr
Technical Editor I	\$90.00/hr
Publications Assistant III	\$90.00/hr
Publications Assistant II	\$80.00/hr
Publications Assistant I	\$70.00/hr
Clerical Administration	\$70.00/hr

Forensic Engineering – Court appearances, depositions, and interrogatories as expert witness will be billed at 2.00 times normal rates.

Emergency and Holidays – Minimum charge of two hours will be billed at 1.75 times the normal rate.

Material and Outside Services – Subcontractors, rental of special equipment, special reproductions and blueprinting, outside data processing and computer services, etc., are charged at 1.75 times the direct cost.

Travel Expenses – Mileage at 65.0 cents per mile. Per diem where overnight stay is involved is charged at cost.

Invoices, Late Charges – All fees will be billed to Client monthly and shall be due and payable upon receipt. Invoices are delinquent if not paid within thirty (30) days from the date of the invoice. Client agrees to pay a monthly late charge equal to one percent (1%) per month of the outstanding balance until paid in full.

DUDEK

Effective January 1, 2009

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:

First San Diego River Improvement Project
(CESORIA)

B. BIDDER/CONTRACTOR INFORMATION:

Dudek

Legal Name	DBA
605 Third Street	Encinitas California 92024
Street Address	City State Zip
David Carter, CFO	760.479.4277 760.479.4808
Contact Person, Title	Phone Fax

C. OWNERSHIP AND NAME CHANGES:

- 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.

- 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 /01 /1983 State of incorporation: California

List corporation's current officers: President: Frank Dudek
Vice Pres: June Collins
Secretary: June Collins
Treasurer: David Carter

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 ____/____/____.

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

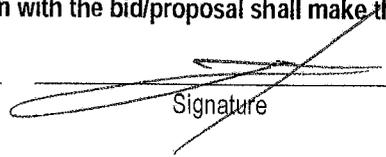
Under penalty of perjury under the laws of the State of California, I certify I have read and understand the questions contained in this *Pledge of Compliance* and that I am responsible for completeness and accuracy of responses and all information provided is true to the best of my knowledge and belief.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

David Carter, CFO

Print Name, Title



Signature

11.25.09

Date

2. That the expenditure of an amount not to exceed \$39,305.00 from Fund No. 200054, FSDRIP Maintenance Assessment District, for the FSDRIP Dredging Project, CIP S-00606 (Legacy 121570), is authorized for the purpose of providing funds for the above referenced Project.

3. That the City Auditor and Comptroller, upon advice from the administering department, is authorized to transfer excess funds, if any, to the appropriate reserves.

APPROVED: JAN I. GOLDSMITH, City Attorney

By 
Ryan Kohut
Deputy City Attorney

RK:cfq
03/03/10
CC:3000003014
Or.Dept:E&CP/ROW Design
R-2010-631
MMS#11674

I hereby certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of APR 20 2010.

ELIZABETH S. MALAND
City Clerk

By 
Deputy City Clerk

Approved: 4-23-10
(date)


JERRY SANDERS, Mayor

Vetoed: _____
(date)

JERRY SANDERS, Mayor

The City of San Diego
COMPTROLLER'S CERTIFICATE

CERTIFICATE OF UNALLOTTED BALANCE

ORIGINATING DEPT. NO. 3000003014
 1714

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

Amount: _____ Fund: _____

Purpose: _____

Date: _____ By: _____
 COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA									
Doc. Item	Fund	Funded Program	Internal Order	Funcional Area	G/L Account	Business Area	Cost Center	WBS	Original Amount
TOTAL AMOUNT									

FUND OVERRIDE

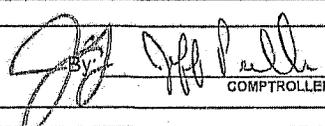
CERTIFICATION OF UNENCUMBERED BALANCE

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

Not to Exceed: _____ \$39,305.00

Vendor: Dudek & Associates

Purpose: To authorize the expenditure for the First San Diego River Improvement Project (Dredging Project). CIP 121570

Date: February 2, 2010 By:  Jeff Peelle
 COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA									
Doc. Item	Fund	Funded Program	Internal Order	Funcional Area	G/L Account	Business Area	Cost Center	WBS	Original Amount
001	702401	S00606		OTHR-00000000-TR	512034	1714		S-00606.02.02	\$39,305.00
TOTAL AMOUNT									\$39,305.00

FUND OVERRIDE

CC-361 (REV 7-09)

CC 3000003014

R 305772

APR 20 2010

Passed by the Council of The City of San Diego on April 20, 2010, by the following vote:

YEAS: LIGHTNER, FAULCONER, GLORIA, YOUNG, DEMAIO, FRYE,
EMERALD, & HUESO.

NAYS: NONE.

NOT PRESENT: NONE.

RECUSED: NONE.

AUTHENTICATED BY:

JERRY SANDERS

Mayor of The City of San Diego, California

ELIZABETH S. MALAND

City Clerk of The City of San Diego, California

(Seal)

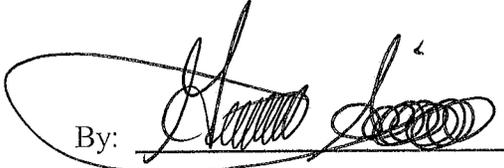
By: GIL SANCHEZ, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
RESOLUTION NO. R-305772, approved by the Mayor of The City of San Diego,
California on April 23, 2010.

ELIZABETH S. MALAND

City Clerk of The City of San Diego, California

(SEAL)

By:  Deputy

COPY

5066

**CAPITAL IMPROVEMENTS
FOR
THE CITY OF SAN DIEGO
*ENGINEERING & CAPITAL PROJECTS***

**FIXED FEE AGREEMENT
FOR
*FIRST SAN DIEGO RIVER IMPROVEMENT PROJECT (FSDRIP)***

THE CITY OF SAN DIEGO

AND

Dudek & Associates, Inc.

DOCUMENT NO. C-13790

FILED MAY 19 2006

OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

**FIXED FEE AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND DUDEK & ASSOCIATES, INC.
FOR CONSULTING SERVICES**

THIS Agreement is made and entered into between the City of San Diego, a municipal corporation [City], and *Dudek & Associates, Inc.* [Consultant] for the Consultant to provide Professional Services to the City on *First San Diego River Improvement Project (FSDRIP)* [Project].

RECITALS

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

The Consultant has the expertise, experience and personnel necessary to provide the Professional Services for the Project.

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

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

ARTICLE I

PROFESSIONAL SERVICES

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

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

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

1.3 City Modification of Scope of Services. The City may, without invalidating this Agreement, order changes in the Scope of Services by altering, adding to or deducting from the Professional Services to be performed. All such changes shall be in writing and shall be performed in accordance with the provisions of this Agreement. If any such changes cause an increase or decrease in the Consultant's cost of, or the time required for, the performance of any of the Professional Services, the Consultant shall immediately notify the City, and any such increase or decrease must be approved in writing by the City. If the City deems it appropriate, an equitable adjustment to the Consultant's compensation may be made, provided that any adjustment must be approved by both Parties in writing.

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

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

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

ARTICLE II

DURATION OF AGREEMENT

2.1 Term of Agreement. This Agreement shall be effective on the date it is executed by the last Party to sign the Agreement, and it shall be effective until completion of the Scope of Services.

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

2.3 Notification of Delay. The Consultant shall immediately notify the City in writing if the Consultant experiences or anticipates experiencing a delay in performing the Professional Services within the time frames set forth in the Time Schedule. The written notice shall include an explanation of the cause for, and a reasonable estimate of the length of the delay. If in the opinion of the City, the delay affects a material part of the Project, the City may exercise its rights under Sections 2.5-2.8 of this Agreement.

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

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

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

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

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

2.8 City's Right to Terminate for Bankruptcy or Assignment for the Benefit of Creditors. If the Consultant files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors, the City may at its option and without further notice to or demand upon the Consultant, immediately cancel and/or terminate this Agreement, and terminate each and every right of the Consultant, and any person claiming any rights by or through the Consultant. The rights and remedies of the City enumerated in this Section are cumulative and shall not limit, waive, or deny any of the City's rights under any other provision of this Agreement. Nor does this Section otherwise waive or deny any right or remedy, at law or in equity, existing as of the date of this Agreement or hereinafter enacted or established, that may be available to the City against the Consultant.

ARTICLE III COMPENSATION

3.1 Amount of Compensation. The City shall pay the Consultant for performance of all Professional Services rendered in accordance with this Agreement, including reasonably related expenses, for a maximum fixed fee of ~~\$77,450~~ ^{\$70,450.00}. The compensation for the Scope of Services shall not exceed \$70,450, and the compensation for Additional Services (described in Section 3.3), if any, shall not exceed ~~\$7,000~~ ^{\$0.00}. JAJ

3.2 Manner of Payment. The City shall pay the Consultant in accordance with the Compensation and Fee Schedule. For the duration of this Agreement, the Consultant shall not be entitled to fees, including fees for expenses, that exceed the amounts specified in the

Compensation and Fee Schedule. The Consultant shall submit one invoice per calendar month in a form acceptable to City in accordance with the Compensation and Fee Schedule. The Consultant shall include with each invoice a description of completed Professional Services, reasonably related expenses, if any, and all other information, including but not limited to: the progress percentage of the Scope of Services and/or deliverables completed prior to the invoice date, as required by the City. The City will pay undisputed portions of invoices within thirty calendar days of receipt.

3.3 Additional Services. The City may require that the Consultant perform additional Professional Services beyond those described in the Scope of Services [Additional Services]. Prior to the Consultant's performance of Additional Services, the City and the Consultant must agree in writing upon a fee for the Additional Services, including reasonably related expenses, in accordance with the Compensation and Fee Schedule. The City will pay the Consultant for the performance of Additional Services in accordance with Section 3.2.

3.4 Additional Costs. Additional Costs are those costs that can be reasonably determined to be related to the Consultant's errors or omissions, and may include Consultant, City, or Subconsultant overhead, construction, materials, demolition, and related costs. The Consultant shall not be paid for the Professional Services required due to the Consultant's errors or omissions, and the Consultant shall be responsible for any Additional Costs associated with such errors or omissions. These Additional Costs may be deducted from monies due, or that become due, the Consultant. Whether or not there are any monies due, or becoming due, the Consultant shall reimburse the City for Additional Costs due to the Consultant's errors or omissions.

3.5 Eighty Percent Notification. The Consultant shall promptly notify the City in writing of any potential cost overruns. Cost overruns include, but are not limited to the following: (1) where anticipated costs to be incurred in the next sixty calendar days, when added to all costs previously incurred, will exceed 80 percent of the maximum compensation for this Agreement; or (2) where the total cost for performance of the Scope of Services appears that it may be greater or less than the maximum compensation for this Agreement.

ARTICLE IV

CONSULTANT'S OBLIGATIONS

4.1 Industry Standards. The Consultant agrees that the Professional Services rendered under this Agreement shall be performed in accordance with the standards customarily adhered to by an experienced and competent professional *engineering* firm using the degree of care and skill ordinarily exercised by reputable professionals practicing in the same field of service in the State of California. Where approval by the City, the City Manager, or other representatives of the City is required, it is understood to be general approval only and does not relieve the Consultant of responsibility for complying with all applicable laws, codes, and good consulting practices.

4.2 Right to Audit.

4.2.1 Access. The City retains the right to review and audit, and the reasonable right of access to Consultant's and any Subconsultant's premises to review and audit the Consultant's compliance with the provisions of this Agreement [City's Right]. The City's Right includes the right to inspect and photocopy same, and to retain copies, outside of the Consultant's premises, of any and all Project-related records with appropriate safeguards, if such retention is deemed necessary by the City in its sole discretion. This information shall be kept by the City in the strictest confidence allowed by law.

4.2.2 Audit. The City's Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that the City determines are necessary to discover and verify that the Consultant is in compliance with all requirements under this Agreement.

4.2.2.1 Cost Audit. If there is a claim for additional compensation or for Additional Services, the City's Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the City determines are necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.

4.2.2.1.1 Accounting Records. The Consultant shall maintain complete and accurate records in accordance with generally accepted accounting practices in the industry. Within thirty days of the date of City's written request, the Consultant shall make available to the City for review and audit, all Project related accounting records and documents, and any other financial data. Upon the City's request, the Consultant shall submit exact duplicates of originals of all requested records to the City.

4.2.3 City's Right Binding on Subconsultants. The Consultant shall include the City's Right as described in Section 4.2, in any and all of their subcontracts, and shall ensure that these sections are binding upon all Subconsultants.

4.2.4 Compliance Required before Mediation or Litigation. A condition precedent to proceeding with mandatory mediation and further litigation provided for in Article VII is the Consultant's full compliance with the provisions of this Section 4.2

4.3 Insurance. The Consultant shall not begin the Professional Services under this Agreement until it has: (a) obtained, and upon the City's request provided to the City, insurance certificates reflecting evidence of all insurance required in Section 4.3.1; however, the City reserves the right to request, and the Consultant 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 4.3.2; and (c) confirmed that all policies contain the specific provisions required in Article IV, Section 4.3.4. Consultant's liabilities, including but not limited to Consultant'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 Consultant'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 Consultant 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 Consultant 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 Consultant's automobiles including owned, hired and non-owned automobiles, the Consultant 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 Architects & Engineers Professional Liability. For all of the Consultant's employees who are subject to this Agreement, the Consultant shall keep in full force and effect, Professional Liability coverage for professional liability with a limit of \$1 million per claim and \$1 million annual aggregate. The Consultant 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 Consultant 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. All defense costs shall be outside the limits of the policy.

4.3.1.4 Workers' Compensation. For all of the Consultant's employees who are subject to this Agreement and to the extent required by applicable state or federal law, the Consultant 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 Consultant 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.

4.3.2 Insurer Requirements. All insurance required by express provision of this Agreement shall be carried only by responsible insurance companies that have rated "A-" and "V" or better by the A.M. Best Key Rating Guide, that are licensed to do business in the State of California, and that have been approved by the City. 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 shown on the List of Eligible Surplus Lines Insurers (LESLI list).

4.3.3 Deductibles. All deductibles on any policy shall be the responsibility of the Consultant and shall be disclosed to the City at the time the evidence of insurance is provided.

4.3.4 Specific Provisions Required. Each policy required under Article IV, Sections 4.3.1.1 through 4.3.1.4 shall expressly provide, and an endorsement shall be submitted to the City, that:

4.3.4.1 Except as to Architects and Engineers Professional Liability and Workers Compensation insurance policies, the City of San Diego and its respective elected officials, officers, employees, agents, and representatives shall be named as additional insureds. The City's Additional Insured status must be reflected on additional insured endorsement form CG 20 10, or equivalent, which shall be submitted to the City.

4.3.4.2 The policies are primary and non-contributory to any insurance that may be carried by the City, as reflected in an endorsement which shall be submitted to the City.

4.3.4.3 Before performing any Professional Services, the Consultant shall provide the City with all Certificates of Insurance accompanied with all endorsements.

4.3.4.4 The City reserves the right, from time to time, to review the Consultant's insurance coverage, limits, deductible and self-insured retentions to determine if they are acceptable to the City. The City will reimburse the Consultant 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.

4.3.4.5 The Consultant may obtain additional insurance not required by this Agreement.

4.4 Subconsultants. The Consultant's hiring or retaining of any third parties [Subconsultants] to perform services related to the Project [Subconsultant Services] is subject to prior approval by the City. The Consultant shall list on the Subconsultants List [Exhibit D Attachment BB] all Subconsultants known to the Consultant at the time this Agreement is entered. If at any time after this Agreement is entered into the Consultant identifies a need for additional Subconsultant Services, the Consultant shall give written notice to the City of the need, at least forty-five days before entering into a contract for such Subconsultant Services. The Consultant's notice shall include a justification, a description of the scope of work, and an estimate of all costs for the Subconsultant Services. The Consultant may request that the City reduce the forty-five day notice period. The City agrees to consider such requests in good faith.

4.4.1 Subconsultant Contract. All contracts entered into between the Consultant and any Subconsultant shall contain the information as described in Sections 4.6, 4.7, 4.10.2, and 4.18, and shall also provide as follows:

4.4.1.1 Each Subconsultant shall obtain insurance policies which shall be kept in full force and effect during any and all work on this Project and for the duration of this Agreement. Each Subconsultant shall obtain, and the Consultant shall require the Subconsultant

to obtain, all policies described in Section 4.3.1 in the amounts required by the City, which shall not be greater than the amounts required of the Consultant.

4.4.1.2 The Consultant is obligated to pay the Subconsultant, for Consultant- and City-approved invoice amounts, out of amounts paid by the City to the Consultant, not later than fourteen working days from the Consultant's receipt of payment from the City. Nothing in this paragraph shall be construed to impair the right of the Consultant and any Subconsultant to negotiate fair and reasonable pricing and payment provisions among themselves.

4.4.1.3 In the case of a deficiency in the performance of Subconsultant Services, the Consultant shall notify the City in writing of any withholding of payment to the Subconsultant, specifying: (a) the amount withheld; (b) the specific cause under the terms of the subcontract for withholding payment; (c) the connection between the cause for withholding payment and the amount withheld; and (d) the remedial action the Subconsultant must take in order to receive the amount withheld. Once the Subconsultant corrects the deficiency, the Consultant shall pay the Subconsultant the amount withheld within fourteen working days of the Consultant's receipt of the City's next payment.

4.4.1.4 In any dispute between the Consultant and Subconsultant, the City shall not be made a party to any judicial or administrative proceeding to resolve the dispute. The Consultant agrees to defend and indemnify the City as described in Article VI of this Agreement in any dispute between the Consultant and Subconsultant should the City be made a party to any judicial or administrative proceeding to resolve the dispute in violation of this position.

4.4.1.5 The Subconsultant is bound to the City's Equal Opportunity Contracting Program covenants set forth in Article IV, Section 4.6 and Exhibit D of this Agreement.

4.5 Contract Activity Report. The Consultant shall submit statistical information to the City as requested in the City's Contract Activity Report [Exhibit D Attachment CC]. The statistical information shall include the amount of subcontracting provided by firms during the period covered by the Contract Activity Report. With the Contract Activity Report, the Consultant shall provide an invoice from each Subconsultant listed in the report. The Consultant agrees to issue payment to each firm listed in the Report within fourteen working days of receiving payment from the City for Subconsultant Services as described in Section 4.4.1.

4.6 Non-Discrimination Requirements.

4.6.1 Compliance with the City's Equal Opportunity Contracting Program. The Consultant shall comply with the City's Equal Opportunity Contracting Program Consultant Requirements [Exhibit D]. The Consultant shall not discriminate against any employee or applicant for employment on any basis prohibited by law. The Consultant shall provide equal opportunity in all employment practices. The Consultant shall ensure that its Subconsultants comply with the City's Equal Opportunity Contracting Program Consultant Requirements. Nothing in this Section shall be interpreted to hold the Consultant liable for any discriminatory practice of its Subconsultants.

4.6.2 Non-Discrimination Ordinance. The Consultant shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of Subconsultants, vendors or suppliers. The Consultant shall provide equal opportunity for Subconsultants to participate in subconsulting opportunities. The Consultant understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions. This language shall be in contracts between the Consultant and any Subconsultants, vendors and suppliers.

4.6.3 Compliance Investigations. Upon the City's request, the Consultant agrees to provide to the City, within sixty calendar days, a truthful and complete list of the names of all Subconsultants, vendors, and suppliers that the Consultant has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by the Consultant for each subcontract or supply contract. The Consultant further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance [San Diego Municipal Code sections 22.3501-22.3517.] The Consultant understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in remedies being ordered against the Consultant up to and including contract termination, debarment, and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance. The Consultant further understands and agrees that the procedures, remedies and sanctions provided for in the Nondiscrimination Ordinance apply only to violations of said Nondiscrimination Ordinance.

4.7 Drug-Free Workplace. The Consultant agrees to comply with the City's Drug-Free Workplace requirements set forth in Council Policy 100-17, adopted by San Diego Resolution R-277952 and incorporated into this Agreement by this reference. The Consultant shall certify to the City that it will provide a drug-free workplace by submitting a Consultant Certification for a Drug-Free Workplace form [Exhibit E].

4.7.1 Consultant's Notice to Employees. The Consultant shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the work place, and specifying the actions that will be taken against employees for violations of the prohibition.

4.7.2 Drug-Free Awareness Program. The Consultant shall establish a drug-free awareness program to inform employees about all of the following:

4.7.2.1 The dangers of drug abuse in the work place.

4.7.2.2 The policy of maintaining a drug-free work place.

4.7.2.3 Available drug counseling, rehabilitation, and employee assistance programs.

4.7.2.4 The penalties that may be imposed upon employees for drug abuse violations.

4.7.3 Posting the Statement. In addition to Section 4.7.1 above, the Consultant shall post the drug-free policy in a prominent place.

4.7.4 Subconsultant's Agreements. The Consultant further certifies that each contract for Subconsultant Services for this Project shall contain language that binds the Subconsultant to comply with the provisions of Article IV, Section 4.7 of this Agreement, as required by Sections 2.A.(1) through (3) of Council Policy 100-17. Consultants and Subconsultants shall be individually responsible for their own drug-free work place program.

4.8 Title 24/Americans with Disabilities Act Requirements. The Consultant shall warrant and certify that any Project plans and specifications prepared in accordance with this Agreement meet all current California Building Standards Code, California Code of Regulations, Title 24 [Title 24] and Americans with Disabilities Act Accessibility Guidelines [ADAAG] requirements, and are in compliance with The Americans with Disabilities Act of 1990. When a conflict exists between Title 24 and ADAAG, the most restrictive requirement shall be followed.

4.8.1 Consultant has sole responsibility and obligation for designing the project to comply with the ADA and Title 24 as described in this Section; however, as owner of the facility, the City is exposed to liability for projects on which designers fail to meet this obligation. Consequently, the City is implementing an evaluation of certain design aspects to ensure a compliant facility. The Consultant shall complete and submit an ADA Compliance Review Checklist. This Checklist is designed to assist consultants in meeting their ADA obligations under the contract (Consultant also must meet Title 24 which these checklists do not cover). These checklists are **not** comprehensive. The checklists merely reflect the specific problematic areas of compliance with ADA commonly seen by the City. As a result, the City will be checking only these areas of ADA prior to acceptance of a Consultant's design. The Consultant is obligated to meet all additional laws which are not included on the City's ADA Design Review Checklist, and/or to advise the City at any time if they feel components on the checklist misrepresent the current state of the law. These ADA checklists and the City's access review process in no way limits the Consultant's obligation under the agreement.

4.9 Product Endorsement. The Consultant acknowledges and agrees to comply with the provisions of City of San Diego Administrative Regulation 95.65, concerning product endorsement. Any advertisement identifying or referring to the City as the user of a product or service requires the prior written approval of the City.

4.10 Conflict of Interest. The Consultant is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices, including but not limited to California Government Code sections 1090, et. seq. and 81000, et. seq., and the City of San Diego Ethics Ordinance, codified in the San Diego Municipal Code at sections 27.3501 to 27.3595.

4.10.1 If, in performing the Professional Services set forth in this Agreement, the Consultant makes, or participates in, a "governmental decision" as described in Title 2, section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for the City that would otherwise be performed by a City employee holding a position specified in the department's conflict of interest code, the Consultant shall be subject to a conflict of interest code requiring the completion of one or more statements of economic interests disclosing the Consultant's relevant financial interests.

4.10.1.1 Statements of economic interests shall be made on Fair Political Practices Commission Form 700 and filed with the City Clerk. The Consultant shall file a Form 700 (Assuming Office Statement) within thirty calendar days of the City's determination that the Consultant is subject to a conflict of interest code. The Consultant shall also file a Form 700 (Annual Statement) on or before April 1, disclosing any financial interests held during the previous calendar year for which the Consultant was subject to a conflict of interest code.

4.10.1.2 If the City requires the Consultant to file a statement of economic interests as a result of the Professional Services performed, the Consultant shall be considered a "City Official" subject to the provisions of the City of San Diego Ethics Ordinance, including the prohibition against lobbying the City for one year following the termination of this Agreement.

4.10.2 The Consultant shall establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business, or other relationships.

4.10.3 The Consultant and its Subconsultants having subcontracts amounting to 1% or more of the value of the Professional Services agreed to under this Agreement are precluded from participating in design services on behalf of the contractor, construction management, and any other construction services related in any way to these Professional Services without the prior written consent of the City.

4.10.4 The Consultant's personnel employed on the Project shall not accept gratuities or any other favors from any Subconsultants or potential Subconsultants. The Consultant shall not recommend or specify any product, supplier, or contractor with whom the Consultant has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

4.10.5 If the Consultant violates any conflict of interest law or any of the provisions in this Section 4.10, the violation shall be grounds for immediate termination of this Agreement. Further, the violation subjects the Consultant to liability to the City for attorneys fees and all damages sustained as a result of the violation.

4.11 Mandatory Assistance. If a third party dispute or litigation, or both, arises out of, or relates in any way to the Professional Services provided under this Agreement, upon the City's request, the Consultant, its agents, officers, and employees agree to assist in resolving the dispute or litigation. The Consultant's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

4.12 Compensation for Mandatory Assistance. The City will compensate the Consultant for fees incurred for providing Mandatory Assistance as Additional Services under Section 3.3. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of the Consultant, its agents, officers, and employees, the Consultant shall reimburse the City. The City is then entitled to reimbursement of all fees paid to the Consultant, its agents, officers, and employees for Mandatory Assistance.

4.13 Attorney Fees related to Mandatory Assistance. In providing the City with dispute or litigation assistance, the Consultant or its agents, officers, and employees may incur expenses and/or costs. The Consultant agrees that any attorney fees it may incur as a result of assistance provided under Section 4.11 are not reimbursable. The Parties agree this provision does not in any way affect their rights to seek attorney fees under Article VIII, Section 8.8 of this Agreement.

4.14 [Reserved]

4.15 [Reserved]

4.16 Notification of Increased Construction Cost. If, at any time prior to the City's approval of the final plans and specifications, the Consultant anticipates that the total construction cost will exceed the estimated construction budget, the Consultant shall immediately notify the City in writing. This written notification shall include an itemized cost estimate and a list of recommended revisions which the Consultant believes will bring the construction cost to within the estimated construction budget. The City may either: (1) approve an increase in the amount authorized for construction; or (2) delineate a project which may be constructed for the budget amount; or (3) any combination of (1) and (2).

4.17 [Reserved]

4.18 Design-Build Competition Eligibility. Any architectural firms, engineering firms, consultants, or individuals retained by the City to assist the City with developing criteria or preparing the preliminary design or the request for proposals for a Design-Build competition shall not be eligible to participate with any Design-Build Entity in that Design-Build competition. Additionally, the City may determine in its sole discretion that a subconsultant hired to assist with a Design-Build competition, regardless of whether the subconsultant was hired by the City or hired by an architectural firm, engineering firm, consultant, or individual retained by the City, has a competitive advantage and as such is ineligible to participate in that Design-Build competition.

4.19 Storm Water Management Discharge Control. The Consultant 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 Consultant 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.

ARTICLE V

CITY'S OBLIGATIONS

5.1 Ownership of Documents. Once the Consultant has received any compensation for the Professional Services performed, all documents, including but not limited to, original plans, studies, sketches, drawings, computer printouts and disk files, and specifications prepared in connection with or related to the Scope of Services or Professional Services, shall be the property of the City. The City's ownership of these documents includes use of, reproduction or reuse of and all incidental rights, whether or not the work for which they were prepared has been performed. The City's ownership entitlement arises upon payment or any partial payment for work performed and includes ownership of any and all work product completed. This Section shall apply whether the Consultant's Professional Services are terminated: (a) by the completion of the Project, or (b) in accordance with other provisions of this Agreement. Notwithstanding any other provision of this paragraph or Agreement, the Consultant shall have the right to make copies of all such plans, studies, sketches, drawings, computer printouts and disk files, and specifications.

The Consultant shall not be responsible for damage caused by subsequent changes to or uses of the plans or specifications, where the subsequent changes or uses are not authorized or approved by the Consultant, provided that the service rendered by the Consultant was not a proximate cause of the damage.

5.2 Additional Consultants or Contractors. The City reserves the right to employ, at its own expense, such additional consultants or contractors as the City deems necessary to perform work or to provide the Professional Services on the Project.

5.3 Employment of City Staff. This Agreement may be unilaterally and immediately terminated by the City, at its sole discretion, if the Consultant employs an individual who, within the last twelve months immediately preceding such employment did, in the individual's capacity as an officer or employee of the City, participate in, negotiate with, or otherwise have an influence on the recommendation made to the City Council or City Manager in connection with the selection of the Consultant.

5.4 Project Site Safety. Unless otherwise provided by the Scope of Services in this Agreement, the Consultant, Subconsultant and their employees are not responsible for general Project site conditions during the course of construction of the Project. The City acknowledges that the construction contractor has primary responsibility for Project site conditions, including safety of all persons and property. This provision shall not be interpreted to in any way relieve the Consultant, Subconsultants or their employees of their obligation under Section 4.1 of this Agreement to comply with all applicable laws, codes and good consulting practices with regard to the maintenance of a safe Project site.

ARTICLE VI

INDEMNIFICATION

6.1 Indemnification and Hold Harmless Agreement. With respect to any liability, including but not limited to claims asserted or costs, losses, attorney fees, or payments for injury to any person or property caused or claimed to be caused by the acts or omissions of the Consultant, or the Consultant's employees, agents, and officers, arising out of any services performed involving this Project, except liability for the Professional Services covered under

Section 6.2, the Consultant agrees to defend, indemnify, protect, and hold harmless the City, its agents, officers, and employees from and against all liability. Also covered is liability arising from, connected with, caused by, or claimed to be caused by the passive negligent acts or omissions of the City, its agents, officers, or employees which may be in combination with the active or passive negligent acts or omissions of the Consultant, its employees, agents or officers, or any third party. The Consultant's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the active negligence, sole negligence or sole willful misconduct of the City, its agents, officers or employees. This Section in no way alters, affects or modifies the Consultant's obligations and duties under Section 4.3.4.1 herein.

6.2 Indemnification for Professional Services. As to the Consultant's professional obligations, work or services involving this Project, the Consultant agrees to defend, indemnify and hold harmless the City, its agents, officers and employees from and against any and all liability, claims, costs, and damages, including but not limited to, attorney fees, and losses or payments for injury to any person or property, caused directly or indirectly from the negligent acts, errors or omissions of the Consultant or the Consultant's employees, agents or officers.

6.3 Enforcement Costs. The Consultant agrees to pay any and all costs the City incurs enforcing the indemnity and defense provisions set forth in Sections 6.1 and Section 6.2.

ARTICLE VII

MEDIATION

7.1 Mandatory Non-binding Mediation. With the exception of Sections 2.5-2.8 of this Agreement, if a dispute arises out of, or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through normal contract negotiations, the Parties agree to settle the dispute in an amicable manner, using mandatory mediation under the Construction Industry Mediation Rules of the American Arbitration Association [AAA] or any other neutral organization agreed upon before having recourse in a court of law.

7.2 Mandatory Mediation Costs. The expenses of witnesses for either side shall be paid by the Party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator [Mediator], and the cost of any proofs or expert advice produced at the direct request of the Mediator, shall be borne equally by the Parties, unless they agree otherwise.

7.3 Selection of Mediator. A single Mediator that is acceptable to both Parties shall be used to mediate the dispute. The Mediator will be knowledgeable in construction aspects and may be selected from lists furnished by the AAA or any other agreed upon Mediator. To initiate mediation, the initiating Party shall serve a Request for Mediation on the opposing Party. If the Mediator is selected from a list provided by AAA, the initiating Party shall concurrently file with AAA a "Request for Mediation" along with the appropriate fees, a list of three requested Mediators marked in preference order, and a preference for available dates.

7.3.1 If AAA is selected to coordinate the mediation [Administrator], within ten working days from the receipt of the initiating Party's Request for Mediation, the opposing Party shall file the following: a list of preferred Mediators listed in preference order after striking any

Mediators to which they have any factual objection, and a preference for available dates. If the opposing Party strikes all of initiating Party's preferred Mediators, opposing Party shall submit a list of three preferred Mediators listed in preference order to initiating Party and Administrator. Initiating Party shall file a list of preferred Mediators listed in preference order, after striking any Mediator to which they have any factual objection. This process shall continue until both sides have agreed upon a Mediator.

7.3.2 The Administrator will appoint or the Parties shall agree upon the highest, mutually preferred Mediator from the individual Parties' lists who is available to serve within the designated time frame.

7.3.3 If the Parties agree not to use AAA, then a Mediator, date and place for the mediation shall be agreed upon.

7.4 Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. All discussions, statements, or admissions will be confidential to the Party's legal position. The Parties may agree to exchange any information they deem necessary.

7.4.1 Both Parties must have an authorized representative attend the mediation. Each representative must have the authority to recommend entering into a settlement. Either Party may have attorney(s) or expert(s) present. Upon reasonable demand, either Party may request and receive a list of witnesses and notification whether attorney(s) will be present.

7.4.2 Any agreements resulting from mediation shall be documented in writing. All mediation results and documentation, by themselves, shall be "non-binding" and inadmissible for any purpose in any legal proceeding, unless such admission is otherwise agreed upon, in writing, by both Parties. Mediators shall not be subject to any subpoena or liability and their actions shall not be subject to discovery.

ARTICLE VIII

MISCELLANEOUS

8.1 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: *1010 Second Avenue, Suite 1200, MS 612, San Diego, CA 92101* and notice to the Consultant shall be addressed to: *Dudek & Associates, Inc., 605 Third Street, Encinitas, CA 92024.*

8.2 Headings. All article headings are for convenience only and shall not affect the interpretation of this Agreement.

8.3 Non-Assignment. The Consultant shall not assign the obligations under this Agreement, whether by express assignment or by sale of the company, nor any monies due or to become due, without the City's prior written approval. Any assignment in violation of this paragraph shall constitute a Default and is grounds for immediate termination of this Agreement,

at the sole discretion of the City. In no event shall any putative assignment create a contractual relationship between the City and any putative assignee.

8.4 Independent Contractors. The Consultant and any Subconsultants employed by the Consultant shall be independent contractors and not agents of the City. Any provisions of this Agreement that may appear to give the City any right to direct the Consultant concerning the details of performing the Professional Services, or to exercise any control over such performance, shall mean only that the Consultant shall follow the direction of the City concerning the end results of the performance.

8.5 Consultant and Subconsultant Principals for Professional Services. It is understood that this Agreement is for unique Professional Services. Retention of the Consultant's Professional Services is based on the particular professional expertise of the following members of the Consultant's organization: *Megan S. Enright* [Project Team]. Accordingly, performance of Professional Services on the Project may not be delegated to other members of the Consultant's organization or to Subconsultants without the prior written consent of the City. It is mutually agreed that the members of the Project Team are the principal persons responsible for delivery of all Professional Services and may not be removed from the Project without the City's prior written approval. In the event any member of the Project Team becomes unavailable for any reason, the City must be consulted as to any replacement. Further, the City reserves the right, after consultation with the Consultant, to require any of the Consultant's employees or agents to be removed from the Project.

8.6 Covenants and Conditions. All provisions of this Agreement expressed as either covenants or conditions on the part of the City or the Consultant, shall be deemed to be both covenants and conditions.

8.7 Compliance with Controlling Law. The Consultant shall comply with all laws, ordinances, regulations, and policies of the federal, state, and local governments applicable to this Agreement, including California Labor Code section 1720 as amended in 2000 relating to the payment of prevailing wages during the design and preconstruction phases of a project, including inspection and land surveying work [Exhibit G]. In addition, the Consultant shall comply immediately with all directives issued by the City or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations. The laws of the State of California shall govern and control the terms and conditions of this Agreement.

8.8 Jurisdiction, Venue, and Attorney Fees. The venue for any suit or proceeding concerning this Agreement, the interpretation or application of any of its terms, or any related disputes shall be in the County of San Diego, State of California. The prevailing Party in any such suit or proceeding shall be entitled to a reasonable award of attorney fees in addition to any other award made in such suit or proceeding.

8.9 Successors in Interest. This Agreement and all rights and obligations created by this Agreement shall be in force and effect whether or not any Parties to the Agreement have been succeeded by another entity, and all rights and obligations created by this Agreement shall be vested and binding on any Party's successor in interest.

8.10 Integration. This Agreement and the Exhibits and references incorporated into this Agreement fully express all understandings of the Parties concerning the matters covered in this Agreement. No change, alteration, or modification of the terms or conditions of this Agreement, and no verbal understanding of the Parties, their officers, agents, or employees shall be valid unless made in the form of a written change agreed to in writing by both Parties or an amendment to this Agreement agreed to by both Parties. All prior negotiations and agreements are merged into this Agreement.

8.11 Counterparts. This Agreement may be executed in counterparts, which when taken together shall constitute a single signed original as though all Parties had executed the same page.

8.12 No Waiver. No failure of either the City or the Consultant to insist upon the strict performance by the other of any covenant, term or condition of this Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Agreement, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Agreement, and each and every covenant, condition, and term hereof shall continue in full force and effect to any existing or subsequent breach.

8.13 Severability. The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render any other provision of this Agreement unenforceable, invalid, or illegal.

8.14 Municipal Powers. Nothing contained in this Agreement shall be construed as a limitation upon the powers of the City as a chartered city of the State of California.

8.15 Drafting Ambiguities. The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and the decision of whether or not to seek advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each Party. This Agreement shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the Agreement.

8.16 Signing Authority. The representative for each Party signing on behalf of a corporation, partnership, joint venture or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, or entity and agrees to hold the other Party or Parties hereto harmless if it is later determined that such authority does not exist.

8.17 Conflicts Between Terms. If an apparent conflict or inconsistency exists between the main body of this Agreement and the Exhibits, the main body of this Agreement shall control. If a conflict exists between an applicable federal, state, or local law, rule, regulation, order, or code and this Agreement, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this Agreement, the Exhibits, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Agreement.

8.18 Consultant Evaluation. City will evaluate Consultant's performance of Professional Services on the Project using the Consultant Evaluation Form [Exhibit H].

8.19 Exhibits Incorporated. All Exhibits referenced in this Agreement are incorporated into the Agreement by this reference.

8.20 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.

IN WITNESS WHEREOF, this *Agreement for the First San Diego River Improvement Project* is executed by the City of San Diego, acting by and through its Mayor or his designee, pursuant to San Diego Municipal Code section 22.3223 authorizing such execution, and by the *Dudek & Associates, Inc.*

THE CITY OF SAN DIEGO

Dated: _____

By:

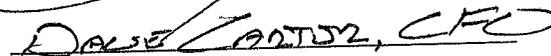


Richard Haas
Deputy Chief of Operations, Public Works

I HEREBY CERTIFY that I can legally bind *Dudek & Associates, Inc.* and that I have read all of this Agreement this 26th day of April, 2006.

By:

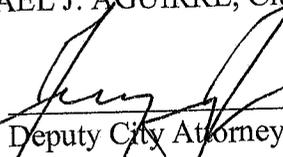
Authorized Representative


David Cortez, CFO
Print Name and Title

I HEREBY APPROVE the form and legality of the foregoing Agreement this 4 day of May, 2006.

MICHAEL J. AGUIRRE, City Attorney

By:

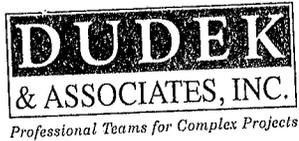

Deputy City Attorney

EXHIBITS

- Exhibit A - Scope of Services
- Exhibit B - Compensation and Fee Schedule
- Exhibit C - Time Schedule
- Exhibit D - City's Equal Opportunity Contracting Program Consultant Requirements
 - (AA) Work Force Report
 - (BB) Subconsultants List
 - (CC) Contract Activity Report
- Exhibit E - Consultant Certification for a Drug-Free Workplace
- Exhibit F - [RESERVED]
- Exhibit G - California Labor Code section 1720
- Exhibit H - Consultant Evaluation Form

EXHIBIT A

SCOPE OF SERVICES



*Engineering, Planning,
Environmental Sciences and
Management Services*

Corporate Office:
605 Third Street
Encinitas, California 92024

760.942.5147
Fax 760.632.0164

June 27, 2005

204000-30010

Ms. Jeannette DeAngelis
City of San Diego
Engineering Capital & Improvements
1010 Second Avenue, Suite 1200
San Diego, CA 92101

Re: First San Diego River Improvement Project, City of San Diego, California

Dear Ms. DeAngelis

Dudek & Associates, Inc. (Dudek) is pleased to submit this proposal to you as requested, for environmental services pertaining to the proposed dredging in the First San Diego River Improvement Project (FSDRIP) located within the City of San Diego (City), Mission Valley area.

PROJECT UNDERSTANDING

Dudek understands that the proposed project would consist of the removal of approximately 925 cubic yards of sediment. Based upon the photographs provided, it appears that minimal wetlands vegetation, including cattails (*Typha* sp.) and water primrose (*Ludwigia* sp.), would have to be removed with exception of the trimming of a few willow trees. Dudek assumes that no additional rip-rap will be included as part of the proposed project and that all dewatering basins will be located outside of wetlands.

In 1982 the City of San Diego certified the Environmental Impact Report, First San Diego River Improvement Project Between State Route (SR)-163 and Interstate (I)-805, which addresses maintenance of the channel with regard to selective dredging. In addition, the City received permits from the California Department of Fish and Game (CDFG), California Regional Water Quality Control Board (RWQCB), and the U.S. Army Corps of Engineers (ACOE).

Ms. Jeanette DeAngelis
Re: First San Diego River Improvement Project, City of San Diego, California

It is our understanding that the City would like Dudek to provide environmental services including the preparation of the appropriate California Environmental Quality Act (CEQA) documentation and wetlands permitting. Dudek's scope of work is based on discussions with City staff and review of the City's project files and previous project permits. The scope of work includes the preparation of the appropriate CEQA document; the preparation of a Biological Resources Technical Report; wetlands permitting (including a jurisdictional delineation); and optional focused wildlife surveys.

SCOPE OF WORK

Task 1: Initial Study

Dudek will prepare an Environmental Initial Study, in accordance with the requirements of the CEQA Guidelines, Section 15063 (Public Resources Code 21080) and will provide the City with a draft completed checklist with detailed explanation of answers, a complete project description and environmental determination. The Initial Study will identify potentially significant environmental effects. In consultation with the City, Dudek will identify all feasible measures to mitigate those effects to a less than significant level. Based on the information collected as a part of this portion of the scope of work, Dudek will provide an environmental determination, which will identify the necessary form of CEQA documentation for the project. The following is an outline of the environmental issues that, based on our current knowledge and understanding of the project, would have the potential to result in environmental impacts, and that the City anticipates would be addressed in an Addendum or a Mitigated Negative Declaration (MND). Other issues contained in the CEQA checklist that would not be expected to result in adverse effects would also be discussed, and explanation of all "no impact" responses would be provided. Tasks 3A and 3B provide a scope of work for completion of environmental documentation for the proposed dredging project.

Environmental Issues

Aesthetics

The Initial Study will address changes in the visual character of the site as a result of implementation of the project. These include short-term impacts associated with construction.

Ms. Jeanette DeAngelis

Re: First San Diego River Improvement Project, City of San Diego, California

Traffic and Circulation

The Initial Study will discuss any potential impacts due to maintenance dredging. The analysis will be based on existing data available from the City, and will not involve new traffic counts, or any specific analysis on street segment or intersection volumes. Mitigation that will be considered will include traffic control and safety measures that may be incorporated into the maintenance bid specifications.

Noise

The Initial Study will evaluate potential noise impacts associated with construction activities, including impacts to sensitive receptors in urbanized areas, as well as potential impacts to sensitive species in undeveloped areas.

Air Quality

The Initial Study will evaluate short-term air quality impacts associated with construction generated dust and construction vehicle emissions.

Biological Resources

The Initial Study will incorporate the findings of a biology resources technical analysis as described below in Task 2. Impacts to sensitive species and habitats will be addressed and potential mitigation measures discussed.

Cultural Resources

It is assumed that the dredging would not occur below the previous limits of dredge and that no new potential impacts to cultural resources would occur as a result of dredging. Therefore, a cultural resources technical report is not included within this scope of work.

Public Services and Utilities

The Initial Study will address the project's effect on utilities and services.

Hydrology and Water Quality

The Initial Study will address short-term impacts associated with potential increases in erosion and siltation due to maintenance activities. The Initial Study will discuss measures, including Best Management Practices, that are proposed to reduce or avoid project impacts.

Ms. Jeanette DeAngelis
Re: First San Diego River Improvement Project, City of San Diego, California

Task 2: Prepare Technical Studies

Biological Resources

Dudek will conduct a general biological reconnaissance survey of the proposed dredging location to create a baseline biological resources map with vegetation communities and conspicuous sensitive species locations. Vegetation communities will be mapped according to Holland nomenclature. All mapping will be done in the field directly onto 100- or 200-scale (1"=100' or 200') topographic or aerial photographic bases (provided by the client) and later digitized into Geographical Information System (GIS) format using AutoCAD and ArcView. Where feasible and necessary, vegetation boundaries will be delineated using a Global Positioning System (GPS) backpack unit and later downloaded into ArcView. During these field surveys, a general inventory of plant and animal species detected by sight, calls, tracks, scat, or other signs will be compiled as well as a determination of potential sensitive species which could occur on the project site. Observable sensitive resources including perennial plants and conspicuous wildlife (i.e., birds and some reptiles) commonly accepted as regionally sensitive by the California Native Plant Society (CNPS), CDFG, and United States Fish and Wildlife Service (USFWS) will be recorded and later digitized into a GIS format and added to the Biological Resources Map.

During this initial reconnaissance survey, potentially-occurring sensitive resources that are not apparent at the time of the survey and which require focused surveys will be identified including rare annual plants, sensitive amphibian, reptile or birds species, and sensitive mammal species requiring trapping surveys, etc. The results of the general biological reconnaissance survey will be presented in a biological resources report, suitable for submittal to the City of San Diego. The report will include a discussion of the survey methodology and adequacy. Vegetation communities and sensitive biological resources will be described in terms of their regional significance and presence onsite. An assessment of existing conditions, an impacts analysis, and an assessment of the significance of the impacts in accordance with CEQA will be included within the report. Additional necessary focused biological surveys will be identified. Graphics will be prepared to illustrate the location of the site, the existing biological conditions and the proposed project impacts. Proposed mitigation requirements for potential impacts to sensitive resources will be discussed in terms of regional planning, city, state and federal laws and guidelines. A draft of the report will be provided to the City prior to preparation of the final document. This is included one round of revisions by the City.

Task 3A: CEQA Addendum (Scenario 1)

Dudek understands that in 1982 the City of San Diego certified the Environmental Impact Report, First San Diego River Improvement Project Between SR-163 and I-805, which addresses

maintenance of the channel with regard to selective dredging. This task assumes an Addendum to the existing Environmental Impact Report (EIR) will be appropriate and that the City will provide Dudek a copy of the EIR.

The content of the Addendum will be presented as follows:

1. **Introduction**
2. **Project Description:** This section will address the need to maintain the flood control channel through the selective dredging of approximately 925 cubic yards of material.
3. **Determination:** CEQA Guidelines Sections 15162 through 15164 set forth the criteria for determining the appropriate environmental documentation, if any, to be completed when there is a preexisting adopted EIR covering the project. This section will address the criteria provided in CEQA Guidelines, Section 15162(a) and 15163, and provide a conclusion statement as to the basis for preparing an Addendum to the existing Final EIR pursuant to CEQA Guidelines Section 15164.
4. **Rationale:** This section will address environmental resource areas and provide a discussion as to why the proposed project would not create new significant impacts or increase the severity of impacts identified for environmental issues addressed in the certified Final EIR. The following resource areas will be addressed: Land Use, Biological Resources, Visual Quality, Cultural Resources, Transportation, Noise, Air Quality, Geology, Hydrology, Water Supply, Public Facilities and Services and Cumulative Impacts.

Following submittal of the draft Addendum to the City, Dudek will meet with the City to obtain comments on the draft. Changes requested by the City will be incorporated into the Addendum by Dudek. Dudek will prepare final copies of the Addendum. This scope of work assumes two rounds of revisions to the Addendum. The proposed scope and cost estimate assumes that Dudek will submit the following: (1) five copies of screencheck and final draft Addendum; (2) fifteen copies of the Final Addendum for adoption by the City Council; and (3) One reproducible master copy of all documents.

If it is determined that the appropriate environmental documentation is not an Addendum to the EIR based upon the criteria established in CEQA Guidelines Sections 15162 through 15164, then Dudek will prepare the appropriate CEQA document.

Ms. Jeanette DeAngelis
Re: First San Diego River Improvement Project, City of San Diego, California

Task 3B: Preparation of a MND (Scenario 2)

If an Addendum is not prepared, the City may determine that a MND is the appropriate environmental document for this action. During this task, Dudek will prepare and process the MND in accordance with the CEQA Guidelines (Article 6, Section 15070 et. seq.). The scope of work for this task includes incorporation of the Initial Study Checklist in accordance with the Appendix G Environmental Checklist Form incorporated in the 2004 CEQA Guidelines. Narrative rationales will be provided for all boxes checked on the checklist. At this time, it is anticipated that the Initial Study will conclude that an MND should be prepared. The MND will contain text and graphics fully describing the proposed project, based on the site plan provided by the client. Dudek will assist the City in preparing the public notice and distributing the MND for public review.

The Dudek project manager will attend one public hearing regarding approval of the MND and will assist the City in preparing the Notice of Completion and Notice of Determination. The content of the MND will be presented as follows:

- Cover Sheet
- Table of Contents
- Section 1.0 Introduction and Project Description
- Section 2.0 Environmental Checklist
- Section 3.0 Discussion of Environmental Impacts
- Section 4.0 References
- Section 5.0 List of Preparers

The Biological Resources Letter Report will be attached to the MND as an appendix and will form the basis for those discussions in the MND.

During this work item, Dudek will also prepare a Mitigation Monitoring and Reporting Program (MMRP) if required. The MMRP will be submitted to the City with the second screencheck draft MND for review.

Dudek will provide five copies of the first screencheck draft MND to the City for review. Dudek will revise the screencheck draft MND based on comments received from the City. Once comments have been incorporated, Dudek will provide five copies of the second screencheck draft for review. Dudek will revise the second screencheck document and submit 25 bound

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copies and one reproducible copy of the Public Review Draft MND to the City. Additional copies can be provided on a time-and-materials basis.

Following public review, Dudek will prepare draft responses to all comments received during the public review period. Draft responses will be submitted to the City for review and comment. Dudek will incorporate comments from the District into the Final MND. For budgeting purposes, preparation of responses to a maximum of 20 individual comments has been assumed. (A single letter may contain numerous individual comments). After the response to comments has been completed, Dudek will prepare a Mitigation, Monitoring and Reporting Program (MMRP). The MMRP will be designed to ensure that all potentially significant impacts have the appropriate mitigation measures in place and that potential impacts remain at levels below significance. Dudek will prepare up to 20 copies of the Final MND for distribution. One reproducible master and electronic version on CD of the Final MND will also be provided to the City.

Noticing and Distribution

Dudek will prepare the Notice of Intent (NOI) to Adopt a Mitigated Negative Declaration and the Notice of Determination (NOD) for the City's review and approval. Upon approval by the City, Dudek will post both the NOI and NOD with the San Diego County Clerk's office. We will distribute the NOI and MND to all responsible and trustee agencies and agencies with jurisdiction by law and to all parties previously requesting notice. This task includes distribution of the NOI and MND to the State Clearinghouse for a 30-day public review period. Dudek will assist the City in preparation of the distribution mailing list. In addition, Dudek will be responsible for noticing the NOI in a newspaper of local distribution. This task does not include filing fees for the NOD at the County Clerk's office.

Task 4: Jurisdictional Delineation of Waters of the U.S., including Wetlands

Within the study area, Dudek will conduct a jurisdictional delineation of wetlands or stream channel under the jurisdiction of the CDFG, pursuant to Sections 1600-1603. Dudek also will conduct a delineation of waters of the U.S, including wetlands, pursuant to Section 404 of the federal Clean Water Act. The ACOE wetlands delineation will be performed in accordance with the 1987 Federal Manual for Identifying and Delineating Jurisdictional Wetlands (TR Y-81-1). A wetlands delineation consists of the field identification of jurisdictional wetlands using the three criteria described in the ACOE manual: hydric soils, hydrology and hydrophytic vegetation. A predominance of hydrophytic vegetation, in association with a stream channel, will be used to determine CDFG-regulated wetlands.

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All mapping will be done in the field directly onto topographic or aerial photographic bases and later digitized into a GIS format using AutoCAD and ArcView. Where feasible and necessary, jurisdictional areas will be delineated using a GPS backpack unit and later downloaded into ArcView.

The results of the jurisdictional delineation will be included into the Biological Resources Report and the wetlands permit applications.

Task 5: Wetlands Permitting

Task 5A: Section 404 Nationwide Permit 31 Pre-Construction Notification

Nationwide Permit (NWP) 31 - Maintenance of Existing Flood Control Facilities allows for the dredge of material resulting from activities associated with the maintenance of existing flood control facilities, including channels that were previously authorized by an ACOE Individual Permit. Based upon our review of the City's project files, the City received a permit to construct a earthen flood control channel in 1985 (Permit # 84-132-AA); therefore, NWP 31 would apply to the proposed project.

Dudek will complete and submit a Pre-Construction Notification (PCN) to the ACOE in compliance with the NWP program, established in accordance with Section 404 of the federal Clean Water Act. The PCN will include a project description, a statement of purpose and need, an alternatives analysis, a discussion of avoidance and minimization of impacts, a wetland delineation, a draft mitigation plan, all associated figures (vicinity maps, project site map, construction/grading cross-sections, mitigation area, etc.) and copies of the wetlands permit applications submitted to the RWQCB and the CDFG. In addition, the notification will include a description of the maintenance baseline which is either the constructed capacity of the flood control channel or the approved capacity of the flood control channel. This information will be provided by the City. Dudek will also forward a copy of the Section 401 Water Quality Certification/Waste Discharge Requirement (WDR) to the ACOE. Following submittal of the application, Dudek will coordinate with the ACOE following the submission of the application; this will include a meeting with ACOE staff and possible revisits to the project site.

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Task 5B: Section 401 Water Quality Certification/Waste Discharge Requirement (WDR) Application

Dudek will complete and submit an application for a Section 401 Water Quality Certification/WDR to the RWQCB. The application will include a project description, a discussion of the maintenance baseline, a statement of purpose and need, an impacts analysis, an alternatives analysis, a discussion of avoidance and minimization of impacts, a wetland delineation, a draft mitigation plan, all associated figures (vicinity maps, project site map, construction/grading cross-sections, mitigation area, etc.) and copies of the wetland permit applications submitted to the ACOE and the CDFG. Dudek will coordinate with RWQCB staff following the submission of the application, including responding to public comments. This task will include meeting with RWQCB staff.

Task 5C: Section 1602 Streambed Alteration Agreement

Dudek will submit to the CDFG an application for a Section 1602 Streambed Alteration Agreement. The application will include a project description, a discussion of the maintenance baseline, a statement of purpose and need, an impacts analysis, an alternatives analysis, a discussion of avoidance and minimization of impacts, a wetland delineation, a draft mitigation plan, all associated figures (vicinity maps, project site map, construction/grading cross-sections, mitigation area, etc.) and copies of the wetland permit applications submitted to the RWQCB and ACOE. Dudek will coordinate with the CDFG staff; this will include meeting with CDFG staff.

Task 6 : Optional Focused Wildlife Surveys

Task 6A: Southwestern Pond Turtle Surveys

Diurnal visual surveys will be conducted for the southwestern pond turtle (*Clemmys marmorata pallida*) based on the Holland (1991) protocol. All surveys will be conducted between 0900 and 1700 hours from several vantage points that allow complete visual coverage of the waterbody. Surveys from each vantage point will include a minimum of approximately 30 minutes to approximately 60 minutes of survey time. Surveys will be conducted on sunny days to the greatest extent possible to maximize the chance that turtles are basking above the water surface. The surveys will be conducted over a period of four days between April 20 and July 31. All turtles will be counted and age- and size-class estimates will be made based on remote visual inspections (i.e., turtles will not be handled). The data collected during this survey will be incorporated into the Biological Resources Report.

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It should be noted that counts based on visual surveys are intended as presence/absence only. Absolute population counts require more labor-intensive methods such as underwater surveys. These methods are not included in this scope of work.

Task 6B: Least Bell's Vireo and Southwestern Willow Flycatcher Surveys

Focused surveys for the federally-listed endangered and state-listed endangered least Bell's vireo (*Vireo bellii pusillus*) and federally-listed endangered and state-listed endangered southwestern willow flycatcher (*Empidonax traillii extimus*) will be conducted along all riparian bands with PA 1. The surveys will be conducted during the breeding season for the species according to the latest USFWS survey protocols. For the least Bell's vireo, eight site visits will be conducted with at least ten-day intervals between each visit. Surveys will be conducted between the end of April and July 31. For the southwestern willow flycatcher, three site visits will be conducted, with one visit each in May (after May 15), June, and July. This task also includes a letter report disclosing the results of the survey.

Task 6C: Focused Survey for the Light-footed Clapper Rail

Dudek will survey the entire project limits for the state- and federally-listed endangered light-footed clapper rail (*Rallus longirostris levipes*). Dudek will utilize the latest USFWS survey protocol when conducting focused surveys for this species. Dudek will walk the site eight times during the morning or evening hours while passively listening for rail calls. Tape playback will not be incorporated into the survey unless directed by the USFWS. According to the Arizona protocol (the only protocol officially approved by the USFWS to date), surveys must be conducted between 15 March and 15 May. All detected sensitive species will be mapped on aerial photographs and topographic maps as provided.

If and when a light-footed clapper rail is encountered, data will be collected on the number of individuals, and habitat characteristics, including slope, elevation, dominant vegetation types, and habitat disturbances. The locations of any observed light-footed clapper rails will be mapped and later digitized into a GIS format using AutoCAD and ArcView. The results of the survey will be incorporated into a letter report, with figures.

COST ESTIMATE

All labor will be billed on a time-and-materials basis not to exceed \$59,670.00 if an Addendum is prepared and \$70,450.00 if an MND is prepared in accordance with our 2005 Standard

Ms. Jeanette DeAngelis
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Schedule of Charges. Direct costs will be billed at a 15% markup and are anticipated to be in the range of \$5,000.00 for either scenario. Table 1 shows the cost breakdown per task.

TABLE 1. LABOR COST SUMMARY FOR PREPARATION OF A CEQA DOCUMENT AND WETLANDS PERMITTING

Tasks	Cost Estimate
Task 1: Prepare Initial Study	\$10,780
Task 2: Prepare Technical Studies	\$4,740
Task 3A: CEQA Addendum (Scenario 1)	\$10,780
Task 3B: CEQA MND (Scenario 2)	\$21,560
Task 4: Jurisdictional Delineation	\$1,800
Task 5: Wetlands Permitting	\$16,420
Task 6A: Southwestern Pond Turtle	\$4,150
Task 6B: Least Bell's Vireo & Southwestern Willow Flycatcher	\$7,750
Task 6C: Light-footed Clapper Rail	\$3,250
Scenario 1: Total Labor Costs	\$59,670
* Scenario 2: Total Labor Costs	\$70,450

Dudek is prepared to begin work immediately upon receipt of a signed contract.

Please feel free to call me at (760) 479-4281 if you have any questions.

Very truly yours,

DUDEK & ASSOCIATES, INC.



Megan S. Enright, Biologist
Environmental Sciences Division

MSE/tsf

att: 2005 Standard Schedule of Charges

cc: Sherri Miller, Dudek

Mike Sweesy, Dudek

EXHIBIT B

COMPENSATION AND FEE SCHEDULE

DUDEK & ASSOCIATES, INC.
2006 STANDARD SCHEDULE OF CHARGES

Engineering Services

Project Director	\$175.00/hr
Program Manager	\$170.00/hr
Principal Engineer II.....	\$160.00/hr
Principal Engineer I.....	\$150.00/hr
Engineering Senior Project Manager.....	\$140.00/hr
Project Manager.....	\$130.00/hr
Resident Engineer.....	\$120.00/hr
Senior Engineer II.....	\$120.00/hr
Senior Engineer I.....	\$105.00/hr
Project Engineer II.....	\$95.00/hr
Project Engineer I.....	\$90.00/hr
Field Engineer II.....	\$95.00/hr
Field Engineer I.....	\$85.00/hr
Engineering Assistant.....	\$70.00/hr

Environmental Services

Principal	\$175.00/hr
Senior Project Manager/Specialist	\$160.00/hr
Environmental Specialist/Planner VI	\$150.00/hr
Environmental Specialist/Planner V	\$135.00/hr
Environmental Specialist/Planner IV	\$125.00/hr
Environmental Specialist/Planner III.....	\$110.00/hr
Environmental Specialist/Planner II.....	\$100.00/hr
Environmental Specialist/Planner I.....	\$90.00/hr
Analyst	\$75.00/hr

Urban and Community Forestry

Principal/Senior Consulting Arborist.....	\$175.00/hr
Senior Project Manager	\$150.00/hr
Urban Forestry Specialist V.....	\$135.00/hr
Urban Forestry Specialist IV.....	\$125.00/hr
Urban Forestry Specialist III	\$110.00/hr
Urban Forestry Specialist II.....	\$100.00/hr
Urban Forestry Specialist I.....	\$90.00/hr
Research Analyst.....	\$65.00/hr

Construction Management Services

Principal/Manager	\$175.00/hr
Senior Construction Manager	\$150.00/hr
Construction Manager.....	\$135.00/hr
Senior Project Manager.....	\$135.00/hr
Project Manager.....	\$130.00/hr
Resident Engineer.....	\$120.00/hr
Construction Engineer.....	\$105.00/hr
On-site Owner's Representative	\$95.00/hr
Construction Inspector III	\$100.00/hr
Construction Inspector II	\$95.00/hr
Construction Inspector I	\$90.00/hr

Right-of-Way Management Services

Principal ROW Manager.....	\$160.00/hr
ROW Project Manager	\$130.00/hr
Senior ROW Engineer.....	\$115.00/hr
ROW Engineer.....	\$105.00/hr
ROW Technician.....	\$95.00/hr
ROW Research Analyst	\$65.00/hr

Hydrogeological Services

Principal	\$180.00/hr
Sr. Hydrogeologist/Sr. Project Manager.....	\$150.00/hr
Associate Hydrogeologist/Engineer.....	\$115.00/hr
Hydrogeologist IV/Engineer IV	\$105.00/hr
Hydrogeologist III/Engineer III.....	\$95.00/hr
Hydrogeologist II/Engineer II.....	\$85.00/hr
Hydrogeologist I/Engineer I.....	\$75.00/hr
Technician.....	\$65.00/hr

District Management & Operations

District General Manager	\$155.00/hr
District Engineer.....	\$135.00/hr
District Manager	\$130.00/hr
District Secretary/Account	\$80.00/hr
Collections System Manager.....	\$80.00/hr
Grade V Operator.....	\$95.00/hr
Grade IV Operator.....	\$80.00/hr
Grade III Operator	\$70.00/hr
Grade II Operator	\$60.00/hr
Grade I Operator.....	\$57.00/hr
Operator in Training	\$47.00/hr
Collection Maintenance Worker II.....	\$45.00/hr
Collection Maintenance Worker I	\$34.00/hr

Office Services

Technical/Drafting/CADD Services

3D Graphic Artist.....	\$125.00/hr
Senior Designer	\$98.00/hr
Designer.....	\$90.00/hr
GIS Specialist IV	\$100.00/hr
GIS Specialist III.....	\$95.00/hr
GIS Specialist II.....	\$85.00/hr
GIS Specialist I.....	\$80.00/hr
CADD Operator II.....	\$80.00/hr
CADD Operator I.....	\$70.00/hr

Support Services

Computer Processing.....	\$65.00/hr
Clerical Administration.....	\$65.00/hr

Forensic Engineering – Court appearances, depositions, and interrogatories as expert witness will be billed at 1.75 times normal rates.

Emergency and Holidays – Minimum charge of two hours will be billed at 1.5 times the normal rate.

Material and Outside Services – Subcontractors, rental of special equipment, special reproductions and blueprinting, outside data processing and computer services, etc., are charged at 1.15 times the direct cost.

Travel Expenses – Mileage at 44.5 cents per mile. Per diem where overnight stay is involved is charged at cost

Invoices, Late Charges. - All fees will be billed to Client monthly and shall be due and payable upon receipt. Invoices are delinquent if not paid within thirty (30) days from the date of the invoice. Client agrees to pay a monthly late charge equal to one percent (1%) per month of the outstanding balance until paid in full.

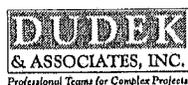


EXHIBIT C

TIME SCHEDULE

CEQA SCHEDULE

Task	Duration of Task
Project Start-up and Initiation	1 week
Prepare Initial Study	2 weeks
Technical Studies Biological Resources	4-6 weeks
Scenario A - Prepare MND	
MND Preparation	4 weeks
Response to Comments, MMRP and Final MND	2-3 weeks
Noticing and Distribution	3 days
Total Duration of MND	14-17 weeks*
Scenario b - Prepare Addendum	
Task 2A: Prepare Addendum	
Total Duration of Addendum	10-12 weeks

* Does not include the 30-day public review period.

WETLANDS PERMITTING SCHEDULE

Task	Duration of Task
Project Start-up and Initiation	1 week
Prepare Permit Applications	4 weeks
Processing of Permit Applications	12 – 24 weeks
Total Duration of Wetlands Permitting	17-29 weeks

Schedules to be refined following project start-up and initiation.

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)
CONSULTANT REQUIREMENTS

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I. City's Equal Opportunity Commitment. The City of San Diego (City) is strongly committed to equal opportunity for employees and subconsultants of professional service consultants doing business with the City. The City encourages its consultants to share this commitment. Prime consultants are encouraged to take positive steps to diversify and expand their subconsultant solicitation base and to offer consulting opportunities to all eligible subconsultants.

II. Nondiscrimination in Contracting Ordinance. All consultants and professional service providers doing business with the City, and their subconsultants, must comply with requirements of the City's *Nondiscrimination in Contracting Ordinance*, San Diego Municipal Code Sections 22.3501 through 22.3517.

A. Proposal Documents to include Disclosure of Discrimination Complaints. As part of its bid or proposal, Proposer shall provide to the City a list of all instances within the past ten years where a complaint was filed or pending against Proposer in a legal or administrative proceeding alleging that Proposer discriminated against its employees, subconsultants, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

B. Contract Language. The following language shall be included in contracts for City projects between the consultant and any subconsultants, vendors, and suppliers:

Consultant shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, or suppliers. Consultant shall provide equal opportunity for subconsultants to participate in subconsulting opportunities. Consultant understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions.

- C. **Compliance Investigations.** Upon the City's request, Consultant agrees to provide to the City, within sixty calendar days, a truthful and complete list of the names of all Subconsultants, vendors, and suppliers that Consultant has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Consultant for each subcontract or supply contract. Consultant further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's *Nondiscrimination in Contracting Ordinance*, Municipal Code Sections 22.3501 through 22.3517. Consultant understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in remedies being ordered against the Consultant up to and including contract termination, debarment and other sanctions for violation of the provisions of the *Nondiscrimination in Contracting Ordinance*. Consultant further understands and agrees that the procedures, remedies and sanctions provided for in the *Nondiscrimination in Contracting Ordinance* apply only to violations of the *Ordinance*.

III. **Equal Employment Opportunity.** Consultants shall comply with requirements of San Diego Ordinance No. 18173, Section 22.2701 through 22.2707, Equal Employment Opportunity Outreach Program. Consultants shall submit a *Work Force Report* or an *Equal Employment Opportunity (EEO) Plan* to the Program Manager of the City of San Diego Equal Opportunity Contracting Program (EOCP) for approval.

A. **Work Force Report.** If a *Work Force Report* (Attachment AA) is submitted, and an EOCP staff Work Force Analysis determines there are under representation when compared to County Labor Force Availability data, Consultant will be required to submit an *Equal Employment Opportunity Plan*.

B. **Equal Employment Opportunity Plan.** If an *Equal Employment Opportunity Plan* is submitted, it must include at least the following assurances that:

1. The Consultant will maintain a working environment free of discrimination, harassment, intimidation and coercion at all sites and in all facilities at which the Consultant's employees are assigned to work;
2. A responsible official is designated to monitor all employment related activity to ensure the Consultant's EEO Policy is being carried out and to submit reports relating to EEO provisions;
3. Consultant disseminates and reviews its EEO Policy with all employees at least once a year, posts the policy statement and EEO posters on all company bulletin boards and job sites, and documents every dissemination, review and posting with a written record to identify the time, place, employees present, subject matter, and disposition of meetings;

4. The Consultant reviews, at least annually, all supervisor's adherence to and performance under the EEO Policy and maintains written documentation of these reviews;
5. The Consultant discusses its EEO Policy Statement with subconsultants with whom it anticipates doing business, includes the EEO Policy Statement in its subcontracts, and provides such documentation to the City upon request;
6. The Consultant documents and maintains a record of all bid solicitations and outreach efforts to and from subconsultants, consultant associations and other business associations;
7. The Consultant disseminates its EEO Policy externally through various media, including the media of people of color and women, in advertisements to recruit, maintains files documenting these efforts, and provides copies of these advertisements to the City upon request;
8. The Consultant disseminates its EEO Policy to union and community organizations;
9. The Consultant provides immediate written notification to the City when any union referral process has impeded the Consultant's efforts to maintain its EEO Policy;
10. The Consultant maintains a current list of recruitment sources, including those outreaching to people of color and women, and provides written notification of employment opportunities to these recruitment sources with a record of the organizations' responses;
11. The Consultant maintains a current file of names, addresses and phone numbers of each walk-in applicant, including people of color and women, and referrals from unions, recruitment sources, or community organizations with a description of the employment action taken;
12. The Consultant encourages all present employees, including people of color and women employees, to recruit others;
13. The Consultant maintains all employment selection process information with records of all tests and other selection criteria;
14. The Consultant develops and maintains documentation for on-the-job training opportunities and/or participates in training programs for all of its employees, including people of color and women, and establishes apprenticeship, trainee, and upgrade programs relevant to the Consultant's employment needs;
15. The Consultant conducts, at least annually, an inventory and evaluation of all employees for promotional opportunities and encourages all employees to seek and prepare appropriately for such opportunities;
16. The Consultant ensures the company's working environment and activities are non-segregated except for providing separate or single-user toilets and necessary changing facilities to assure privacy between the sexes;
17. The Consultant establishes and documents policies and procedures to ensure job classifications, work assignments, promotional tests, recruitment and other personnel practices do not have a discriminatory effect; and
18. The Consultant is encouraged to participate in voluntary associations, which assist in fulfilling one or more of its non-discrimination obligations. The efforts of a consultant association, consultant/community professional association, foundation or other similar group of which the Consultant is a member will be considered as being part of fulfilling these obligations, provided the Consultant actively participates.

IV. Equal Opportunity Contracting. Prime consultants are encouraged to take positive steps to diversify and expand their subconsultant solicitation base and to offer contracting opportunities to all eligible subconsultants. To support its Equal Opportunity Contracting commitment, the City has established a voluntary *subconsultant participation level*.

A. Subconsultant Participation Level

1. Projects valued at \$25,000 or more have a voluntary Subconsultant Participation Level goal of 15%. Goals are achieved by contracting with any combination of Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Disadvantaged Business Enterprise (DBE), Disabled Veteran Business Enterprise (DVBE) or Other Business Enterprise (OBE) level.

2. While attainment of the 15% Subconsultant Participation Level goal is strictly voluntary, the City encourages diversity in your outreach and selection efforts. Historical data indicates that of the overall 15% goal, 25% to 30% Disadvantaged Business Enterprise (DBE) and 1% to 3% Disabled Veteran Business Enterprise (DVBE) participation is attainable. The remaining percentages may be allocated to Other Business Enterprises (OBE). Participation levels may be used as a tiebreaker in cases of an overall tie between two or more firms.

B. Contract Activity Reports. To permit monitoring of the successful Consultant's commitment to achieving compliance, *Contract Activity Reports* (Attachment BB) reflecting work performed by subconsultants shall be submitted quarterly for any work covered under an executed contract.

V. Demonstrated Commitment to Equal Opportunity. The City seeks to foster a business climate of inclusion and to eliminate barriers to inclusion.

A. Proposers are required to submit the following information with their proposals:

1. **Outreach Efforts.** Description of Proposer's outreach efforts undertaken on this project to make subconsulting opportunities available to all interested and qualified firms.

2. **Past Participation Levels.** Listing of Proposer's subconsultant participation levels achieved on all private and public projects within the past three years. Include name of project, type of project, value of project, subconsultant firm's name, percentage of subconsultant firm's participation, and identification of subconsultant firm's ownership as a certified Small Business, Disadvantaged Business Enterprise, Disabled Veteran Business Enterprise, or Other Business Enterprise.

3. **Equal Opportunity Employment.** Listing of Proposer's strategies to recruit, hire, train and promote a diverse workforce. These efforts will be considered in conjunction with Proposer's *Workforce Report* as compared to the County's Labor Force Availability.

4. **Community Activities.** Listing of Proposer's current community activities such as membership and participation in local organizations, associations, scholarship programs, mentoring, apprenticeships, internships, community projects, charitable contributions and similar endeavors.

B. Consultant selection panels will consider and evaluate the Proposer's demonstrated commitment to equal opportunity including the following factors:

1. **Outreach Efforts.** Proposer's outreach efforts undertaken and willingness to make meaningful subcontracting opportunities available to all interested and qualified firms on this project.
2. **Past Participation Levels.** Proposer's subconsultant participation levels achieved on all private and public projects within the past three years.
3. **Equal Opportunity Employment.** Proposer's use of productive strategies to successfully attain a diverse workforce as compared to the County's Labor Force Availability.
4. **Community Activities.** Proposer's current community activities.

VI. List of Subconsultants. Consultants are required to submit a *Subconsultant List* with their proposal.

A. Subconsultants List. The *Subconsultant List* (Attachment CC) shall indicate the Name and Address, Scope of Work, Percent of Total Proposed Contract Amount, Dollar Amount of Proposed Subcontract, Certification Status and Where Certified for each proposed subconsultant.

1. Subconsultants must be named on the *Subconsultants List* if they receive more than one-half of one percent (0.5%) of the Prime Consultant's fee.

B. Commitment Letters. Proposer shall also submit subconsultant *Commitment Letters* on subconsultant's letterhead, no more than one page each, from all proposed subconsultants to acknowledge their commitment to the team, scope of work, and percent of participation in the project.

VII. Definitions. Certified "**Minority Business Enterprise**" (MBE) means a business which is at least fifty-one percent (51%) owned by African Americans, American Indians, Asians, Filipinos, and/or Latinos and whose management and daily operation is controlled by one or more members of the identified ethnic groups. In the case of a publicly-owned business, at least fifty-one percent (51%) of the stock must be owned by, and the business operated by, one or more members of the identified ethnic groups.

Certified "**Women Business Enterprise**" (WBE) means a business which is at least fifty-one percent (51%) owned by one or more women and whose management and daily operation is controlled by the qualifying party(ies). In the case of a publicly-owned business, at least fifty-one percent (51%) of the stock must be owned by, and the business operated by, one or more women.

Certified "**Disadvantaged Business Enterprise**" (DBE) means a business which is at least fifty-one percent (51%) owned and operated by one or more socially and economically disadvantaged individuals and whose management and daily operation is controlled by the qualifying party(ies). In the case of a publicly-owned business, at least fifty-one percent (51%) of the stock must be owned by, and the business operated by, socially and economically disadvantaged individuals.

Certified "**Disabled Veteran Business Enterprise**" (DVBE) means a business which is at least fifty-one percent (51%) owned by one or more veterans with a service related

disability and whose management and daily operation is controlled by the qualifying party(ies).

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

VIII. Certification.

A. The City of San Diego is a signatory to a Memorandum of Understanding (MOU) with the California Department of Transportation (CALTRANS), and therefore has adopted a policy regarding certification of MBE/WBE/DBE/DVBE firms. As a result of the MOU, an MBE, WBE or DBE is certified as such by any of the following methods:

1. Current certification by the City of San Diego as MBE, WBE, or DBE;
2. Current certification by the State of California Department of Transportation (CALTRANS) as MBE, WBE or DBE;
3. Current MBE, WBE or DBE certification from any participating agency in the statewide certified pool of firms known as CALCERT.

B. DVBE certification is received from the State of California's Department of General Services, Office of Small and Minority Business (916) 322-5060.

IX. List of Attachments

- AA - *Work Force Report*
- BB - *Subconsultants List*
- CC - *Contract Activity Report*



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: Dudek & Associates, Inc.

AKA/DBA: _____

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

City Encinitas County San Diego State California Zip 92024

Telephone Number: (760) 942-5147 FAX Number: (760) 632-0164

Name of Company CEO: Frank J. Dudek

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

Address: Same

City _____ County _____ State _____ Zip _____

Telephone Number: () Same FAX Number: () Same

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

The Company has appointed: Mary R. Murphy

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: 605 Third Street, Encinitas, CA 92024

Telephone Number: (760) 942-5147 FAX Number: (760) 632-0164

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

Check the box above that applies to this WFR.

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

I, the undersigned representative of Dudek & Associates, Inc.

(Firm Name)

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

herein is true and correct. This document was executed on this 20th day of February 2006

Mary R. Murphy
(Authorized Signature)

Mary R. Murphy
(Print Authorized Signature)

WORK FORCE REPORT – NAME OF FIRM: Dudek & Associates, Inc. DATE: February 20, 2006

OFFICE(S) or BRANCH(ES): Encinitas 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											8	4		
Professional			1	1	4	2			1		25	14	2	
A&E, Science, Computer	1		1	1	1	1					28	7	1	
Technical	2		4								19			
Sales														
Administrative Support				2	1	1						15		
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*			18								5	1		

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

Totals Each Column	3		24	4	6	4	0	0	1	0	85	41	3	
--------------------	---	--	----	---	---	---	---	---	---	---	----	----	---	--

Grand Total All Employees 171

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

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

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WBE
DBE
DVBE
OBE

Certified Woman Business Enterprise
Certified Disadvantaged Business Enterprise
Certified Disabled Veteran Business Enterprise
Other Business Enterprise

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

CITY
CALTRANS

City of San Diego
State of California Department of Transportation

CONSULTANT CERTIFICATION FOR A DRUG-FREE WORKPLACE

PROJECT TITLE: FIRST San Diego River
Improvement Project (FSDRIP)

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:

Dudek & Associates, 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 Subconsultants agreement to abide by the provisions of Section 4.9.1 subdivisions A through C of the policy as outlined.

Signed Mary R. Murphy
Printed Name Mary R. Murphy
Title Human Resources Manager
Date March 6, 2006

CALIFORNIA LABOR CODE

§ 1771. Payment of general prevailing rate

Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works.

This section is applicable only to work performed under contract, and is not applicable to work carried out by a public agency with its own forces. This section is applicable to contracts let for maintenance work.

§ 1720. "Public works"; "Paid for in whole or in part out of public funds"

(a) As used in this chapter, "public works" means:

(1) Construction, alteration, demolition, installation, or repair work done under contract and paid for in whole or in part out of public funds, except work done directly by any public utility company pursuant to order of the Public Utilities Commission or other public authority. For purposes of this paragraph, "construction" includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

(2) Work done for irrigation, utility, reclamation, and improvement districts, and other districts of this type. "Public work" does not include the operation of the irrigation or drainage system of any irrigation or reclamation district, except as used in Section 1778 relating to retaining wages.

(3) Street, sewer, or other improvement work done under the direction and supervision or by the authority of any officer or public body of the state, or of any political subdivision or district thereof, whether the political subdivision or district operates under a freeholder's charter or not.

(4) The laying of carpet done under a building lease-maintenance contract and paid for out of public funds.

(5) The laying of carpet in a public building done under contract and paid for in whole or in part out of public funds.

(6) Public transportation demonstration projects authorized pursuant to *Section 143 of the Streets and Highways Code*.

(b) For purposes of this section, "paid for in whole or in part out of public funds" means all of the following:

(1) The payment of money or the equivalent of money by the state or political subdivision directly to or on behalf of the public works contractor, subcontractor, or developer.

(2) Performance of construction work by the state or political subdivision in execution of the project.

(3) Transfer by the state or political subdivision of an asset of value for less than fair market price.

(4) Fees, costs, rents, insurance or bond premiums, loans, interest rates, or other obligations that would normally be required in the execution of the contract, that are paid, reduced, charged at less than fair market value, waived, or forgiven by the state or political subdivision.

(5) Money loaned by the state or political subdivision that is to be repaid on a contingent basis.

(6) Credits that are applied by the state or political subdivision against repayment obligations to the state or political subdivision.

(c) Notwithstanding subdivision (b):

(1) Private residential projects built on private property are not subject to the requirements of this chapter unless the projects are built pursuant to an agreement with a state agency, redevelopment agency, or local public housing authority.

(2) If the state or a political subdivision requires a private developer to perform construction, alteration, demolition, installation, or repair work on a public work of improvement as a condition of regulatory approval of an otherwise private development project, and the state or political subdivision contributes no more money, or the equivalent of money, to the overall project than is required to perform this public improvement work, and the state or political subdivision maintains no proprietary interest in the overall project, then only the public improvement work shall thereby become subject to this chapter.

(3) If the state or a political subdivision reimburses a private developer for costs that would normally be borne by the public, or provides directly or indirectly a public subsidy to a private development project that is de minimis in the context of the project, an otherwise private development project shall not thereby become subject to the requirements of this chapter.

(4) The construction or rehabilitation of affordable housing units for low- or moderate-income persons pursuant to paragraph (5) or (7) of subdivision (e) of *Section 33334.2 of the Health and Safety Code* that are paid for solely with moneys from a Low and Moderate Income Housing Fund established pursuant to *Section 33334.3 of the Health and Safety Code* or that are paid for by a combination of private funds and funds available pursuant to *Section 33334.2 or 33334.3 of the Health and Safety Code* do not constitute a project that is paid for in whole or in part out of public funds.

(5) "Paid for in whole or in part out of public funds" does not include tax credits provided pursuant to *Section 17053.49 or 23649 of the Revenue and Taxation Code*.

(6) Unless otherwise required by a public funding program, the construction or rehabilitation of privately owned residential projects is not subject to the requirements of this chapter if one or more of the following conditions are met:

(A) The project is a self-help housing project in which no fewer than 500 hours of construction work associated with the homes are to be performed by the homebuyers.

(B) The project consists of rehabilitation or expansion work associated with a facility operated on a not-for-profit basis as temporary or transitional housing for homeless persons with a total project cost of less than twenty-five thousand dollars (\$ 25,000).

(C) Assistance is provided to a household as either mortgage assistance, downpayment assistance, or for the rehabilitation of a single-family home.

(D) The project consists of new construction, or expansion, or rehabilitation work associated with a facility developed by a nonprofit organization to be operated on a not-for-profit basis to provide emergency or transitional shelter and ancillary services and assistance to homeless adults and children. The nonprofit organization operating the project shall provide, at no profit, not less than 50 percent of the total project cost from nonpublic sources, excluding real property that is transferred or leased. Total project cost includes the value of donated labor, materials, architectural, and engineering services.

(E) The public participation in the project that would otherwise meet the criteria of subdivision (b) is public funding in the form of below-market interest rate loans for a project in which occupancy of at least 40 percent of the units is restricted for at least 20 years, by deed or regulatory agreement, to individuals or families earning no more than 80 percent of the area median income.

(d) Notwithstanding any provision of this section to the contrary, the following projects shall not, solely by reason of this section, be subject to the requirements of this chapter:

(1) Qualified residential rental projects, as defined by *Section 142 (d) of the Internal Revenue Code*, financed in whole or in part through the issuance of bonds that receive allocation of a portion of the state ceiling pursuant to Chapter 11.8 of Division 1 (commencing with *Section 8869.80 of the Government Code* on or before December 31, 2003.

(2) Single-family residential projects financed in whole or in part through the issuance of qualified mortgage revenue bonds or qualified veterans' mortgage bonds, as defined by *Section 143 of the Internal Revenue Code*, or with mortgage credit certificates under a Qualified Mortgage Credit Certificate Program, as defined by *Section 25 of the Internal Revenue Code*, that receive allocation of a portion of the state ceiling pursuant to Chapter 11.8 of Division 1 (commencing with *Section 8869.80 of the Government Code* on or before December 31, 2003.

(3) Low-income housing projects that are allocated federal or state low-income housing tax credits pursuant to *Section 42 of the Internal Revenue Code*, Chapter 3.6 of Division 31 (commencing with *Section 50199.4 of the Health and Safety Code*, or *Section 12206, 17058, or 23610.5 of the Revenue and Taxation Code*, on or before December 31, 2003.

(e) If a statute, other than this section, or a regulation, other than a regulation adopted pursuant to this section, or an ordinance or a contract applies this chapter to a project, the exclusions set forth in subdivision (d) do not apply to that project.

(f) For purposes of this section, references to the Internal Revenue Code mean the Internal Revenue Code of 1986, as amended, and include the corresponding predecessor sections of the Internal Revenue Code of 1954, as amended.

(g) The amendments made to this section by either Chapter 938 of the Statutes of 2001 or the act adding this subdivision shall not be construed to preempt local ordinances requiring the payment of prevailing wages on housing projects.

Delivery

Acceptance

Empty rectangular box for notes or additional information.

5. **Construction** _____ Phone () _____
5a. Contractor _____

(Name and address)

5b. Superintendent _____

5c. Notice to Proceed _____
5f. Change Orders: _____ % of const. Cost \$ _____
Errors/Omissions _____ % of const. Cost \$ _____
Unforeseen Conditions _____ % of const. Cost \$ _____
Changed Scope _____ % of const. Cost \$ _____
Changes Quantities _____ % of const. Cost \$ _____
Total Construction Cost \$ _____

5d. Working Days

5e. Actual Working Days

6. OVERALL RATING (Please ensure Section II is completed)

	Excellent	Satisfactory
6a. Plans/specifications accuracy	_____	_____
Consistency with budget	_____	_____
Responsiveness to City Staff	_____	_____
6b. Overall Rating _____		

7. AUTHORIZING SIGNATURES

7a. Project Manager _____ Date: _____

7b. Deputy Director _____

SPECIFIC RATINGS

Section II

PLANS/SPECIFICATIO
N ACCURACY

EXCELLENT

SATISFACTORY

POOR

N/A

RESPONSIVENESS TO
STAFF

EXCELLENT

SATISFACTORY

POOR

N

Plan/Specificati
on
clear and

Timely
Responses

SPECIFIC RATINGS

Section II

precise
Plans/Specs
Coordination

Attitude
toward Client
and review
bodies

Plans/Specs
properly
formatted

Follows
direction and
chain of
responsibility

Code
Requirements
covered
Adhered to City
Standard
Drawings/Specs

Work product
delivered
on time

Timeliness in
notifying
City of major
problems

Drawings
reflect
existing
conditions

Resolution of
field
problems

As-Built
Drawings
Change Orders
due to design
deficiencies are
minimized

CONSISTENCY WITH
BUDGET

EXCELLENT

SATISFACTORY

POOR

N/A

Reasonable
Agreement
negotiation

Adherence to
fee
schedule

Adherence to
project
budget

Value
Engineering
Analysis

SUPPLEMENTAL INFORMATION

Please ensure to attach additional documentation as needed.

Section III

Item _____ :

Item _____ :

Item _____ :

Item _____ :

SPECIFIC RATINGS

Section II

Item _____:

Item _____:

(*Supporting documentation attached yes _____ no _____)

SCOPE OF WORK

In May 2014, Dudek, on behalf of the City, prepared a pre-application submittal that was provided to the US Army Corps of Engineers (ACOE), San Diego Regional Water Quality Control Board (RWQCB), and California Department of Fish and Wildlife (CDFW) to determine permit requirements for the Project under Section 404 of the federal Clean Water Act, Section 401 of the federal Clean Water Act and state Porter-Cologne Act, and Section 1600 of the state Fish and Game Code, respectively. Dudek and the City are continuing to discuss the anticipated permitting requirements with the agencies. At this stage, it is anticipated that permits will be required from CDFW and RWQCB only (Task 1, below). Preparation and process of a permit application (i.e., pre-construction notification) with the ACOE is included separately as an optional task (Optional Task 2). As discussed above, additional services (Optional Task 3) are also included to address unforeseen requirements and agency requests.

Task 1 Streambed Alteration Agreement and Water Quality Certification

This task includes preparation of two permit applications (Section 1602 Streambed Alteration Agreement application submitted to CDFW and Section 401 Water Quality Certification application submitted to RWQCB). Preparation and processing of the two applications is expected to occur concurrently. Following review and approval by the City, Dudek will submit the applications and follow up with agency staff to facilitate permit processing. It is assumed that applications will be based on the current project design. A six (6) month concurrent permit processing period is assumed for both permits. Dudek will facilitate the permitting process during this period attendance at up to three (3) project meetings that includes one (1) field visit (three meetings total).

Task 1a RWQCB Water Quality Certification Permit

Dudek will complete and submit an application for a Section 401 Water Quality Certification to the RWQCB. A Water Quality Certification is required in order for the City to utilize Nationwide Permit (NWP) 16 for the return water discharge from the dewatering process. The dredging itself is not regulated under the federal Clean Water Act, but may be considered in RWQCB's review of the application. This scope assumes that the RWQCB will issue a waiver of Waste Discharge Requirement (WDR), which is the typical procedure for 401 Water Quality Certifications. The 401 application will include a project description, a statement of purpose and need, an impacts analysis, a discussion of avoidance and minimization of impacts, a wetland delineation, analysis of measures to protect water quality during construction and over the long-term post construction, assessment of impacts to designated beneficial uses, a copy of the California Environmental Quality Act (CEQA) document (to be prepared by the City), all associated figures (vicinity maps, project site map, construction/grading cross-sections, etc.) and copies of the wetland permit applications submitted to the CDFG and the ACOE. Dudek expects to obtain information typically found in hydrology and water quality studies from the City, including pre and post-project flow rates (2, 10, 50, and 100-year events), and Best Management Practices (BMPs) that will be implemented during maintenance.

Task 1b CDFG Streambed Alteration Agreement

Dudek will submit an application for a Section 1602 Streambed Alteration Agreement to the CDFG. The application will include a project description, an impacts analysis, a discussion of avoidance and minimization of impacts, a wetlands delineation, a copy of the CEQA document all associated figures (vicinity maps, project site map, construction/grading cross-sections, mitigation area, etc.) and copies of the wetland permit application submitted to the RWQCB.

Assumptions

- Client will provide:
 - Engineering files of construction plans
 - Hydrology evaluation to provide pre- and post-project flow rates
 - Water quality assessment of BMP appropriateness and efficiencies
- Filing fees are included as a direct cost: \$12,000 for the 401 application and \$3,000 for the 1602 application
- The project will qualify for use of NWP 16 and no other 404 permit would be required.
- No new impacts analysis will need to be conducted; permit applications and final permits will be based on current project and Biology Report (October 2012).
- No new surveys (including jurisdiction delineation, focused plant or wildlife surveys) will be required
- Permits will be issued within six months of application submittal.
- Dudek will attend three permit processing meetings.

Deliverables

- Draft and final permit applications for 401 and 1602 permits
- Meeting agenda and meeting minutes for up to 3 meetings

Optional Task 2 ACOE Nationwide Permit

It is currently the position of the City and ACOE that the only activity associated with this project that is regulated by the ACOE is the water that will return to the San Diego River following dewatering. The dredging itself is not expected to result in a discharge of fill material and is not considered an excavation that is regulated by the ACOE. The return water discharge is covered under Nationwide Permit (NWP) 16 and does not require submittal of a Pre-Construction Notification (PCN) (i.e., no ACOE approval is required prior to initiation of the project. In the event that dredging is determined to be regulated by the ACOE, this optional task would allow Dudek to prepare a PCN for use of NWP 31 - Maintenance of Existing Flood Control Facilities. Use of NWP 31 is based on the City having received a permit to construct the earthen flood control channel in 1985 (Permit # 84-132-AA) and allows for maintenance up to the "maintenance baseline" established by the approved plans. However this facility has not been recently maintained and there is no established maintenance baseline for the project. The ACOE can establish a maintenance baseline which would allow for authorization of current and future maintenance under NWP 31. A description of the maintenance baseline from current ACOE NWP 31 is provided below:

The maintenance baseline is a description of the physical characteristics (e.g., depth, width, length, location, configuration, or design flood capacity, etc.) of a flood control project within which maintenance activities are normally authorized by NWP 31, subject to any case-specific conditions required by the district engineer. The district engineer will approve the maintenance baseline based on the approved or constructed capacity of the flood control facility, whichever is smaller, including any areas where there are no constructed channels but which are part of the facility. The prospective permittee will provide documentation of the physical characteristics of the flood control facility (which will normally consist of as-built or approved drawings) and documentation of the approved and constructed design capacities of the flood control facility. If no evidence of the constructed capacity exists, the approved capacity will be used. The

documentation will also include best management practices to ensure that the impacts to the aquatic environment are minimal, especially in maintenance areas where there are no constructed channels. (The Corps may request maintenance records in areas where there has not been recent maintenance.)... Once determined, the maintenance baseline will remain valid for any subsequent reissuance of this NWP. This NWP does not authorize maintenance of a flood control facility that has been abandoned. A flood control facility will be considered abandoned if it has operated at a significantly reduced capacity without needed maintenance being accomplished in a timely manner.

An alternative to authorization under NWP 31 would be authorization as a Regional General Permit (RGP). RGP's are generally issued for routine maintenance projects that result in minimal adverse impacts to jurisdictional areas. RGP's are valid for five years, but can be re-issued following the initial five-year permit period. The proposed project is larger than the typical threshold for a RGP (i.e., greater than 0.5 acre) and may not require multiple rounds of maintenance during the initial five-year permit period. If the project does not qualify for NWP 31 or an RGP, it is likely that an Individual Permit would be required. This scope of work assumes that ACOE authorization will be granted under NWP 31. Dudek will seek an early, reapplication determination from the ACOE as to what type of permit would be issued for this project. If necessary, adjustments to this scope and cost will be provided. In general, a RGP requires a slightly greater effort than NWP 31 however an Individual Permit would require substantially greater consultant efforts. Dudek will complete and submit a PCN under NWP 31. The PCN will include a project description, a discussion of avoidance and minimization of impacts, a wetland delineation, all associated figures (vicinity maps, project site map, construction/grading cross-sections, mitigation area, etc.) and copies of the wetlands permit applications submitted to RWQCB and CDFW. Dudek expects to obtain document pertaining to the maintenance baseline from City staff, in accordance with the description provided above. The scope of work assume review and compilation of these maintenance baseline materials but does not include searches of the City's files/archives or other document search efforts.

Optional Task 3 Additional Services

This task will be used on an as-needed basis, based on written authorization from the City. A total of 160 staff hours at various rates is included.

COST PROPOSAL

The estimated cost to perform Task 1 of this scope of work is \$53,290 including \$36,240 in labor costs and \$17,050 in direct costs that includes permit fees, mileage, postage and a 10% markup on those costs. Total potential costs, with optional tasks, are \$95,960.00. A detailed work breakdown spreadsheet is attached for you review. Work performed will be invoiced monthly on a time and materials basis not to exceed the total authorized budget without prior approval. All work will be billed in accordance with the approved contract rate schedule.

EXHIBIT A-2

Work Breakdown Spreadsheet

Employee Type Tasks	Senior Project		Enviro Specialist Planner III 140.00	Enviro Specialist/ Planner I 120.00	GIS Specialist II 130.00	Publications Assistant II 90.00	Labor Hours	Labor @ Billing Rates	ODCs	Total
	Manager/Specialist I 200.00	Specialist I								
Task 1 - CDFW & RWQCB Permits	54.0		90.0	88.0	12.0	8.0	252.0	\$ 36,240.00	\$ 17,050.00	\$ 53,290.00
Task 2 - ACOE Permit (optional)	30.0		48.0	48.0	6.0	4.0	136.0	\$ 19,620.00	\$ 250.00	\$ 19,870.00
Task 3 - Additional Services (optional)	40.0		40.0	40.0	20.0	20.0	160.0	\$ 22,800.00		\$ 22,800.00
Total Hours	70.0		88.0	88.0	26.0	24.0	296.0			
Total Billing	\$ 14,000.00		\$ 12,320.00	\$ 10,560.00	\$ 3,380.00	\$ 2,160.00		\$ 78,660.00	\$ 17,300.00	\$ 95,960.00

EXHIBIT B-2

2014 Standard Schedule of Charges

DUDEK

2014 STANDARD SCHEDULE OF CHARGES

Effective January 1, 2014

ENGINEERING SERVICES

Project Director	\$250.00/hr
Principal Engineer III	\$220.00/hr
Principal Engineer II	\$210.00/hr
Principal Engineer I	\$200.00/hr
Program Manager	\$200.00/hr
Senior Project Manager	\$190.00/hr
Project Manager	\$185.00/hr
Senior Engineer III	\$180.00/hr
Senior Engineer II	\$170.00/hr
Senior Engineer I	\$160.00/hr
Project Engineer IV/Technician IV	\$150.00/hr
Project Engineer III/Technician III	\$135.00/hr
Project Engineer II/Technician II	\$120.00/hr
Project Engineer I/Technician I	\$105.00/hr
Project Coordinator	\$85.00/hr
Engineering Assistant	\$75.00/hr

ENVIRONMENTAL SERVICES

Principal	\$225.00/hr
Senior Project Manager/Specialist II	\$210.00/hr
Senior Project Manager/Specialist I	\$200.00/hr
Environmental Specialist/Planner VI	\$180.00/hr
Environmental Specialist/Planner V	\$160.00/hr
Environmental Specialist/Planner IV	\$150.00/hr
Environmental Specialist/Planner III	\$140.00/hr
Environmental Specialist/Planner II	\$130.00/hr
Environmental Specialist/Planner I	\$120.00/hr
Analyst	\$100.00/hr
Planning Research Assistant	\$80.00/hr

COASTAL PLANNING/POLICY SERVICES

Senior Project Manager/Coastal Planner II	\$210.00/hr
Senior Project Manager/Coastal Planner I	\$200.00/hr
Environmental Specialist/Coastal Planner VI	\$190.00/hr
Environmental Specialist/Coastal Planner V	\$170.00/hr
Environmental Specialist/Coastal Planner IV	\$160.00/hr
Environmental Specialist/Coastal Planner III	\$150.00/hr
Environmental Specialist/Coastal Planner II	\$140.00/hr
Environmental Specialist/Coastal Planner I	\$130.00/hr

ARCHAEOLOGICAL SERVICES

Senior Project Manager/Archaeologist II	\$210.00/hr
Senior Project Manager/Archaeologist I	\$200.00/hr
Environmental Specialist/Archaeologist VI	\$180.00/hr
Environmental Specialist/Archaeologist V	\$160.00/hr
Environmental Specialist/Archaeologist IV	\$150.00/hr
Environmental Specialist/Archaeologist III	\$140.00/hr
Environmental Specialist/Archaeologist II	\$130.00/hr
Environmental Specialist/Archaeologist I	\$120.00/hr
Archaeologist Technician II	\$70.00/hr
Archaeologist Technician I	\$50.00/hr

COMPLIANCE SERVICES

Compliance Director	\$200.00/hr
Compliance Manager	\$140.00/hr
Compliance Project Coordinator	\$100.00/hr
Compliance Monitor	\$90.00/hr

CONSTRUCTION MANAGEMENT SERVICES

Principal/Manager	\$195.00/hr
Senior Construction Manager	\$180.00/hr
Senior Project Manager	\$160.00/hr
Construction Manager	\$150.00/hr
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Construction Engineer	\$135.00/hr
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Construction Inspector II	\$115.00/hr
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Assistant Designer	\$120.00/hr
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GIS Specialist III.....	\$140.00/hr
GIS Specialist II	\$130.00/hr
GIS Specialist I	\$120.00/hr
CADD Operator III	\$115.00/hr
CADD Operator II	\$110.00/hr
CADD Operator I	\$95.00/hr
CADD Drafter	\$85.00/hr
CADD Technician.....	\$75.00/hr

SUPPORT SERVICES

Technical Editor III	\$140.00/hr
Technical Editor II	\$125.00/hr
Technical Editor I.....	\$110.00/hr
Publications Assistant III	\$100.00/hr
Publications Assistant II	\$90.00/hr
Publications Assistant I	\$80.00/hr
Clerical Administration II	\$80.00/hr
Clerical Administration I	\$75.00/hr

Forensic Engineering – Court appearances, depositions, and interrogatories as expert witness will be billed at 2.00 times normal rates.

Emergency and Holidays – Minimum charge of two hours will be billed at 1.75 times the normal rate.

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Invoices, Late Charges. – All fees will be billed to Client monthly and shall be due and payable upon receipt. Invoices are delinquent if not paid within thirty (30) days from the date of the invoice. Client agrees to pay a monthly late charge equal to one percent (1%) per month of the outstanding balance until paid in full.

Annual Increases – Unless identified otherwise, these standard rates will increase 3% annually.

EXHIBIT C-2

Time Schedule

First San Diego River Improvement Project Maintenance Dredging July 2014

The following is the estimated schedule for completion of the scope of work.

Scope Item	Responsible Party	Estimated Completion Date	Estimated Duration
Notice to Proceed	City	November 3, 2014	0 days
Draft Application for a Streambed Alteration Agreement and Water Quality Certification	Dudek	November 14, 2014	2 weeks
City review of Draft Applications	City	November 21, 2014	1 week
Submittal of Applications for a Streambed Alteration Agreement And Water Quality Certification	Dudek	November 28, 2014	1 week
Agencies Determine if Applications are Complete	CDFW/RWQCB	December 29, 2014	30 days
Permit Processing	City/Dudek	May 29, 2015	5 months

SCOPE OF WORK

In May 2014, Dudek, on behalf of the City, prepared a pre-application submittal that was provided to the US Army Corps of Engineers (ACOE), San Diego Regional Water Quality Control Board (RWQCB), and California Department of Fish and Wildlife (CDFW) to determine permit requirements for the Project under Section 404 of the federal Clean Water Act, Section 401 of the federal Clean Water Act and state Porter-Cologne Act, and Section 1600 of the state Fish and Game Code, respectively. Dudek and the City are continuing to discuss the anticipated permitting requirements with the agencies. At this stage, it is anticipated that permits will be required from CDFW and RWQCB only (Task 1, below). Preparation and process of a permit application (i.e., pre-construction notification) with the ACOE is included separately as an optional task (Optional Task 2). As discussed above, additional services (Optional Task 3) are also included to address unforeseen requirements and agency requests.

Task 1 Streambed Alteration Agreement and Water Quality Certification

This task includes preparation of two permit applications (Section 1602 Streambed Alteration Agreement application submitted to CDFW and Section 401 Water Quality Certification application submitted to RWQCB). Preparation and processing of the two applications is expected to occur concurrently. Following review and approval by the City, Dudek will submit the applications and follow up with agency staff to facilitate permit processing. It is assumed that applications will be based on the current project design. A six (6) month concurrent permit processing period is assumed for both permits. Dudek will facilitate the permitting process during this period attendance at up to three (3) project meetings that includes one (1) field visit (three meetings total).

Task 1a RWQCB Water Quality Certification Permit

Dudek will complete and submit an application for a Section 401 Water Quality Certification to the RWQCB. A Water Quality Certification is required in order for the City to utilize Nationwide Permit (NWP) 16 for the return water discharge from the dewatering process. The dredging itself is not regulated under the federal Clean Water Act, but may be considered in RWQCB's review of the application. This scope assumes that the RWQCB will issue a waiver of Waste Discharge Requirement (WDR), which is the typical procedure for 401 Water Quality Certifications. The 401 application will include a project description, a statement of purpose and need, an impacts analysis, a discussion of avoidance and minimization of impacts, a wetland delineation, analysis of measures to protect water quality during construction and over the long-term post construction, assessment of impacts to designated beneficial uses, a copy of the California Environmental Quality Act (CEQA) document (to be prepared by the City), all associated figures (vicinity maps, project site map, construction/grading cross-sections, etc.) and copies of the wetland permit applications submitted to the CDFG and the ACOE. Dudek expects to obtain information typically found in hydrology and water quality studies from the City, including pre and post-project flow rates (2, 10, 50, and 100-year events), and Best Management Practices (BMPs) that will be implemented during maintenance.

Task 1b CDFG Streambed Alteration Agreement

Dudek will submit an application for a Section 1602 Streambed Alteration Agreement to the CDFG. The application will include a project description, an impacts analysis, a discussion of avoidance and minimization of impacts, a wetlands delineation, a copy of the CEQA document all associated figures (vicinity maps, project site map, construction/grading cross-sections, mitigation area, etc.) and copies of the wetland permit application submitted to the RWQCB.

Assumptions

- Client will provide:
 - Engineering files of construction plans
 - Hydrology evaluation to provide pre- and post-project flow rates
 - Water quality assessment of BMP appropriateness and efficiencies
- Filing fees are included as a direct cost: \$12,000 for the 401 application and \$3,000 for the 1602 application
- The project will qualify for use of NWP 16 and no other 404 permit would be required.
- No new impacts analysis will need to be conducted; permit applications and final permits will be based on current project and Biology Report (October 2012).
- No new surveys (including jurisdiction delineation, focused plant or wildlife surveys) will be required
- Permits will be issued within six months of application submittal.
- Dudek will attend three permit processing meetings.

Deliverables

- Draft and final permit applications for 401 and 1602 permits
- Meeting agenda and meeting minutes for up to 3 meetings

Optional Task 2 ACOE Nationwide Permit

It is currently the position of the City and ACOE that the only activity associated with this project that is regulated by the ACOE is the water that will return to the San Diego River following dewatering. The dredging itself is not expected to result in a discharge of fill material and is not considered an excavation that is regulated by the ACOE. The return water discharge is covered under Nationwide Permit (NWP) 16 and does not require submittal of a Pre-Construction Notification (PCN) (i.e., no ACOE approval is required prior to initiation of the project. In the event that dredging is determined to be regulated by the ACOE, this optional task would allow Dudek to prepare a PCN for use of NWP 31 - Maintenance of Existing Flood Control Facilities. Use of NWP 31 is based on the City having received a permit to construct the earthen flood control channel in 1985 (Permit # 84-132-AA) and allows for maintenance up to the "maintenance baseline" established by the approved plans. However this facility has not been recently maintained and there is no established maintenance baseline for the project. The ACOE can establish a maintenance baseline which would allow for authorization of current and future maintenance under NWP 31. A description of the maintenance baseline from current ACOE NWP 31 is provided below:

The maintenance baseline is a description of the physical characteristics (e.g., depth, width, length, location, configuration, or design flood capacity, etc.) of a flood control project within which maintenance activities are normally authorized by NWP 31, subject to any case-specific conditions required by the district engineer. The district engineer will approve the maintenance baseline based on the approved or constructed capacity of the flood control facility, whichever is smaller, including any areas where there are no constructed channels but which are part of the facility. The prospective permittee will provide documentation of the physical characteristics of the flood control facility (which will normally consist of as-built or approved drawings) and documentation of the approved and constructed design capacities of the flood control facility. If no evidence of the constructed capacity exists, the approved capacity will be used. The

documentation will also include best management practices to ensure that the impacts to the aquatic environment are minimal, especially in maintenance areas where there are no constructed channels. (The Corps may request maintenance records in areas where there has not been recent maintenance.)... Once determined, the maintenance baseline will remain valid for any subsequent reissuance of this NWP. This NWP does not authorize maintenance of a flood control facility that has been abandoned. A flood control facility will be considered abandoned if it has operated at a significantly reduced capacity without needed maintenance being accomplished in a timely manner.

An alternative to authorization under NWP 31 would be authorization as a Regional General Permit (RGP). RGP's are generally issued for routine maintenance projects that result in minimal adverse impacts to jurisdictional areas. RGP's are valid for five years, but can be re-issued following the initial five-year permit period. The proposed project is larger than the typical threshold for a RGP (i.e., greater than 0.5 acre) and may not require multiple rounds of maintenance during the initial five-year permit period. If the project does not qualify for NWP 31 or an RGP, it is likely that an Individual Permit would be required. This scope of work assumes that ACOE authorization will be granted under NWP 31. Dudek will seek an early, reapplication determination from the ACOE as to what type of permit would be issued for this project. If necessary, adjustments to this scope and cost will be provided. In general, a RGP requires a slightly greater effort than NWP 31 however an Individual Permit would require substantially greater consultant efforts. Dudek will complete and submit a PCN under NWP 31. The PCN will include a project description, a discussion of avoidance and minimization of impacts, a wetland delineation, all associated figures (vicinity maps, project site map, construction/grading cross-sections, mitigation area, etc.) and copies of the wetlands permit applications submitted to RWQCB and CDFW. Dudek expects to obtain document pertaining to the maintenance baseline from City staff, in accordance with the description provided above. The scope of work assume review and compilation of these maintenance baseline materials but does not include searches of the City's files/archives or other document search efforts.

Optional Task 3 Additional Services

This task will be used on an as-needed basis, based on written authorization from the City. A total of 160 staff hours at various rates is included.

COST PROPOSAL

The estimated cost to perform Task 1 of this scope of work is \$53,290 including \$36,240 in labor costs and \$17,050 in direct costs that includes permit fees, mileage, postage and a 10% markup on those costs. Total potential costs, with optional tasks, are \$95,960.00. A detailed work breakdown spreadsheet is attached for you review. Work performed will be invoiced monthly on a time and materials basis not to exceed the total authorized budget without prior approval. All work will be billed in accordance with the approved contract rate schedule.

EXHIBIT A-2

Work Breakdown Spreadsheet

Employee Type	Senior Project Manager/Specialist I	Enviro Specialist Planner III	Enviro Specialist/Planner I	GIS Specialist II	Publications Assistant II	Labor Hours	Labor @ Billing Rates	ODCs	Total
Task 1 - CDFW & RWQCB Permits	54.0	90.0	88.0	12.0	8.0	252.0	\$ 36,240.00	\$ 17,050.00	\$ 53,290.00
Task 2 - ACOE Permit (optional)	30.0	48.0	48.0	6.0	4.0	136.0	\$ 19,620.00	\$ 250.00	\$ 19,870.00
Task 3 - Additional Services (optional)	40.0	40.0	40.0	20.0	20.0	160.0	\$ 22,800.00		\$ 22,800.00
Total Hours	70.0	88.0	88.0	26.0	24.0	296.0			
Total Billing	\$ 14,000.00	\$ 12,320.00	\$ 10,560.00	\$ 3,380.00	\$ 2,160.00		\$ 78,660.00	\$ 17,300.00	\$ 95,960.00

EXHIBIT B-2

2014 Standard Schedule of Charges

DUDEK

2014 STANDARD SCHEDULE OF CHARGES

Effective January 1, 2014

ENGINEERING SERVICES

Project Director	\$250.00/hr
Principal Engineer III	\$220.00/hr
Principal Engineer II	\$210.00/hr
Principal Engineer I	\$200.00/hr
Program Manager	\$200.00/hr
Senior Project Manager	\$190.00/hr
Project Manager	\$185.00/hr
Senior Engineer III	\$180.00/hr
Senior Engineer II	\$170.00/hr
Senior Engineer I	\$160.00/hr
Project Engineer IV/Technician IV	\$150.00/hr
Project Engineer III/Technician III	\$135.00/hr
Project Engineer II/Technician II	\$120.00/hr
Project Engineer I/Technician I	\$105.00/hr
Project Coordinator	\$85.00/hr
Engineering Assistant	\$75.00/hr

ENVIRONMENTAL SERVICES

Principal	\$225.00/hr
Senior Project Manager/Specialist II	\$210.00/hr
Senior Project Manager/Specialist I	\$200.00/hr
Environmental Specialist/Planner VI	\$180.00/hr
Environmental Specialist/Planner V	\$160.00/hr
Environmental Specialist/Planner IV	\$150.00/hr
Environmental Specialist/Planner III	\$140.00/hr
Environmental Specialist/Planner II	\$130.00/hr
Environmental Specialist/Planner I	\$120.00/hr
Analyst	\$100.00/hr
Planning Research Assistant	\$80.00/hr

COASTAL PLANNING/POLICY SERVICES

Senior Project Manager/Coastal Planner II	\$210.00/hr
Senior Project Manager/Coastal Planner I	\$200.00/hr
Environmental Specialist/Coastal Planner VI	\$190.00/hr
Environmental Specialist/Coastal Planner V	\$170.00/hr
Environmental Specialist/Coastal Planner IV	\$160.00/hr
Environmental Specialist/Coastal Planner III	\$150.00/hr
Environmental Specialist/Coastal Planner II	\$140.00/hr
Environmental Specialist/Coastal Planner I	\$130.00/hr

ARCHAEOLOGICAL SERVICES

Senior Project Manager/Archaeologist II	\$210.00/hr
Senior Project Manager/Archaeologist I	\$200.00/hr
Environmental Specialist/Archaeologist VI	\$180.00/hr
Environmental Specialist/Archaeologist V	\$160.00/hr
Environmental Specialist/Archaeologist IV	\$150.00/hr
Environmental Specialist/Archaeologist III	\$140.00/hr
Environmental Specialist/Archaeologist II	\$130.00/hr
Environmental Specialist/Archaeologist I	\$120.00/hr
Archaeologist Technician II	\$70.00/hr
Archaeologist Technician I	\$50.00/hr

COMPLIANCE SERVICES

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Compliance Manager	\$140.00/hr
Compliance Project Coordinator	\$100.00/hr
Compliance Monitor	\$90.00/hr

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