

<b>REQUEST FOR COUNCIL ACTION</b> CITY OF SAN DIEGO	CERTIFICATE NUMBER (FOR COMPTROLLER'S USE ONLY) N/A
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TO: CITY COUNCIL	FROM (ORIGINATING DEPARTMENT): Planning	DATE: 7/22/2015
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SUBJECT: Fourth Amendment to the Consultant Agreement with AECOM Technical Services, Inc. for professional services for the Vernal Pool Habitat Conservation Plan and application/acceptance/expenditure of a U.S. Fish and Wildlife Service grant.

PRIMARY CONTACT (NAME, PHONE): Jeanne Krosch,(619) 236-7225	SECONDARY CONTACT (NAME, PHONE): 
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**COMPLETE FOR ACCOUNTING PURPOSES**

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

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):**

**ROUTING AND APPROVALS**

CONTRIBUTORS/REVIEWERS:	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
Environmental Analysis	Liaison Office	ORIG DEPT.	Tomlinson, Tom
Grants Administration		CFO	
Financial Management		DEPUTY CHIEF	Graham, David
Comptroller		COO	
Equal Opportunity Contracting		CITY ATTORNEY	Thomas, Shannon
		COUNCIL PRESIDENTS OFFICE	

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

1. Authorize the Mayor or his representatives to make application to U.S. Fish and Wildlife Service's CFDA program 15.657 and to take all necessary actions to secure funding for an amount of \$34,303 in Certified Local Government funds for completion of the Vernal Pool Habitat Conservation Plan (VPHCP); and
2. Authorize the Chief Financial Officer to accept, appropriate and expend an amount not to exceed \$34,303 from the U.S. Fish and Wildlife Service if the grant funding is secured and upon receipt of a fully executed grant

agreement; and  
 3. Authorize the Chief Financial Officer to establish a special interest-bearing account for the grant, if required; and  
 4. Authorize the Mayor or his designee to execute a Fourth Amendment to the Agreement with AECOM Technical Services, Inc. for the Vernal Pool Habitat Conservation Plan (VPHCP), and to expend an amount not to exceed \$178,876 for purposes of executing the Fourth Amendment.

**STAFF RECOMMENDATIONS:**  
 Approve the requested actions.

**SPECIAL CONDITIONS (REFER TO A.R. 3.20 FOR INFORMATION ON COMPLETING THIS SECTION)**

<b>COUNCIL DISTRICT(S):</b>	City-wide
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<b>COMMUNITY AREA(S):</b>	City-wide
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<b>ENVIRONMENTAL IMPACT:</b>	This Amendment supports an activity that is a Project defined in CEQA Section 15378. The Project–Vernal Pool Habitat Conservation Plan is being reviewed by environmental staff in the Planning Department and requires preparation of an EIR in accordance with the State CEQA Guidelines (sections 15004 and 15060). This action to amend a consultant agreement on its own accord will not cause a significant environmental impact and will not foreclose review of alternatives or mitigation measures by the public during the CEQA process, and therefore is not subject to CEQA pursuant to Section 15060(c)(2)
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<b>CITY CLERK INSTRUCTIONS:</b>	Please forward all final resolutions to Jeanne Krosch, MS 413
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**COUNCIL ACTION**  
**EXECUTIVE SUMMARY SHEET**  
CITY OF SAN DIEGO

DATE: 7/22/2015

ORIGINATING DEPARTMENT: Planning

SUBJECT: Fourth Amendment to the Consultant Agreement with AECOM Technical Services, Inc. for professional services for the Vernal Pool Habitat Conservation Plan and application/acceptance/expenditure of a U.S. Fish and Wildlife Service grant.

COUNCIL DISTRICT(S): City-wide

CONTACT/PHONE NUMBER: Jeanne Krosch/(619) 236-7225

**DESCRIPTIVE SUMMARY OF ITEM:**

Authorization of a Fourth Amendment to the Consultant Agreement with AECOM Technical Services, Inc. for professional services for the Vernal Pool Habitat Conservation Plan (VPHCP) and application/acceptance/expenditure of a U.S. Fish and Wildlife Service Cooperative Agreement Grant. This action would approve the Fourth Amendment and provide authorization to accept, appropriate and expend funds totaling \$178,876.

**STAFF RECOMMENDATION:**

Approve the requested actions.

**EXECUTIVE SUMMARY OF ITEM BACKGROUND:**

This item is a request for authorization of a Fourth Amendment to the Consultant Agreement with AECOM Technical Services, Inc. for professional services for the Vernal Pool Habitat Conservation Plan. This action would secure funding from a USFWS grant, authorize expenditure of a developer contribution deposited into the Vernal Pool Preservation Fund, and use Planning Department operating budget funds to increase the Agreement amount by \$178,876. With approval of these actions, AECOM would continue to assist the City in the development of the VPHCP, Vernal Pool Management and Monitoring Plan, and preparation of the associated National Environmental Policy Act (NEPA)/California Environmental Quality Act (CEQA) document. The VPHCP would protect seven endangered and threatened vernal pool species, ensure long-term viability and management of vernal pool habitat, and allow compatible development to proceed within the City of San Diego.

Substantial work on the VPHCP has been completed to date including preparation of the Preliminary Draft VPHCP, Draft Vernal Pool Management and Monitoring Plan, and identification of vernal pool preserve areas. Development of the VPHCP has been a collaborative effort with U.S. Fish and Wildlife Service staff (USFWS), California Department of Fish and Wildlife (CDFW), City of San Diego staff, SANDAG Service Bureau, and consulting staff (AECOM). Authorization of the Fourth Amendment would allow AECOM to complete the VPHCP by preparing final drafts of the planning documents, and CEQA/NEPA documents for City Council's consideration. Upon completion and approval of the VPHCP, the City would be granted a federal incidental take permit for vernal pool species which would streamline the project approval process and provide for comprehensive protection of the City's vernal pool resources.

An opportunity became available for the City to apply for a Cooperative Agreement grant through the U.S. Fish and Wildlife Service. In order to meet the grant deadlines, the Planning Department expeditiously competed and submitted the grant application in mid-July 2014. The grant was awarded to the City in September, 2014 (Agreement No. F14AC00993). If accepted, the USFWS Cooperative Agreement would provide \$34,303 to the City for the continuation of work identified in the attached Scope of Work for completing the VPHCP.

**CITY STRATEGIC PLAN GOAL(S)/OBJECTIVE(S):**

Goal 3: Create and sustain a resilient and economically prosperous City

Objective 1: Create dynamic neighborhoods that incorporate mobility, connectivity, and sustainability

**FISCAL CONSIDERATIONS:**

The proposed fourth amendment would result in a total cost not to exceed \$178,876. Funding would be provided from a USFWS Cooperative Agreement grant in an amount not to exceed \$34,303, the Vernal Pool Preservation Program Fund (Fund No. 200400) in an amount not to exceed \$25,000 authorized via previous City Council action, and Planning Department General Fund in an amount not to exceed \$119,573 that has been appropriated through the Planning Department FY16 budget.

**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 Sections 22.3501 through 22.3517).

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

City Council authorization of application and expenditure of USFWS Section Six grant funding in the amount of \$500,000 for Vernal Pool HCP (R-304745 dated April 1, 2009 and R-305685 dated March 26, 2010).

**COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:**

Preparation of the VPHCP has included three public workshops held on January 14, 2011, March 15, 2012, and August 30, 2012 to obtain input from stakeholders, environmental groups, development community, and other public and private interests. As part of the environmental review process a scoping meeting occurred on December 12, 2011 and public review of the draft VPHCP and associated EIR/EIS will occur. The Preliminary Draft VPHCP was posted on the City's Planning Department website (<http://www.sandiego.gov/planning/programs/mscp/vphcp.shtml>) on March 10, 2015. The VPHCP process has included on-going coordination, input, and technical assistance from the Wildlife Agencies.

**KEY STAKEHOLDERS AND PROJECTED IMPACTS:**

USFWS, CDFW, state and local jurisdictions, landowners, environmental groups, and the general public.

Tomlinson, Tom

Originating Department

Graham, David

Deputy Chief/Chief Operating Officer

DOCKET SUPPORTING INFORMATION CITY OF SAN DIEGO <b>EQUAL OPPORTUNITY CONTRACTING PROGRAM EVALUATION</b>	DATE: July 24, 2015
SUBJECT: Fourth Amendment to the Consultant Agreement with AECOM Technical Services, Inc. for professional services for the Vernal Pool Habitat Conservation Plan (VPHCP)	

**GENERAL CONTRACT INFORMATION**

Recommended Consultant: AECOM Technical Services, Inc. (Not Certified, M Cauc)

**Amount of this Action:** \$ **178,876.00 (Amendment 4)**

Previous Actions: \$ 249,998.11 (Original Agreement + Amendments 1-3)

Cumulative Amount: \$ 428,874.11

Funding Source: Planning Department General Funds  
 U.S. Fish Wildlife Service (USFWS) Cooperative Agreement Grant  
 Vernal Pool Preservation Program Fund

Goal: 20% Voluntary (SLBE/ELBE)

**SUBCONSULTANT PARTICIPATION**

There is no subconsultant participation associated with this action.

**EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE**

Equal Opportunity: Required

AECOM Technical Services, Inc. submitted a Work Force Report for their San Diego employees dated, December 12, 2014 indicating 461 employees in their Administrative Work Force. The Administrative Work Force indicates under representation in the following categories:

- Asian in Technical
- Latino in Management & Financial, and Professional
- Latino and Filipino in Administrative Support
- Black, Filipino, and Female in Management & Financial, Professional, and Technical

Based on the under representations in the workforce noted above, staff has an approved Equal Employment Opportunity (EEO) Plan on file as of February 9, 2015. Staff will continue to monitor the firm's efforts to implement their EEO 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**

10006624- Sole Source Contract

MM

## FOURTH AMENDMENT TO AGREEMENT

This Fourth Amendment to the Consultant Agreement with AECOM Technical Services, Inc. for Professional Services for the Vernal Pool Habitat Conservation Plan (HCP) dated \_\_\_\_\_ [Fourth Amendment], is hereby entered into by and between the City of San Diego [City], a municipal corporation, and AECOM Technical Services, Inc. [Consultant].

### RECITALS

A. The City and Consultant [collectively referenced herein as the “Parties”] entered into an agreement on October 18, 2013, Purchase Order No.4500047707 [Agreement] and first Amendment on September 25, 2014, and Second Amendment on January 20, 2014, and a Third Amendment on July 10, 2015 to provide technical services related to the Vernal Pool HCP [Project].

B. The City desires to execute a Fourth Amendment to the Agreement to provide additional funding to perform the Agreement, as amended in Section 2.1.

C. The City also desires to execute a Fourth Amendment to the Agreement for the Consultant to amend the Scope of Work (Exhibit A-4 of the Agreement) to add Tasks 10 through 14, which will be funded through Planning Department General Funds (\$119,573), a U. S. Fish Wildlife Service (USFWS) Cooperative Agreement grant (\$34,303) and the Vernal Pool Preservation Program Fund (\$25,000) for up to a total of one seventy-eight thousand, eight hundred and seventy-six dollars (\$178,876), as indicated in the amended Scope of Work (Exhibit A-4).

D. Consultant desires to provide the services required under this Fourth 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. DELETE Section 1 in its entirety and REPLACE with the following:

**“Scope of Services.** The Consultant shall provide Services to the City for Technical/Environmental Analysis Services for the Vernal Pool Habitat Conservation Plan (HCP) pursuant to the Scope of Work, Exhibits A, A-1, A-2, A-3, and A-4. The terms “scope of work” and “scope of services” are synonymous throughout the Agreement and Amendments.

2. DELETE Section 2.1 in its entirety and REPLACE with the following:

**“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 Council pursuant to Resolution No. \_\_\_\_\_ dated \_\_\_\_\_, 2015, 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, 2016 but not to exceed five years from October 18, 2013 unless approved by City.”

3. DELETE Section 3.1 in its entirety and REPLACE with the following:

**“Amount of Compensation.** The City shall pay the Consultant for performance of all Professional Services rendered in accordance with the Scope of Work in Exhibits A, A-1, A-2, A-3, and A-4. The compensation for the Scope of Work in Exhibit A-4 including reasonable related expenses, is a total not to exceed one seventy-eight thousand, eight hundred and seventy-six dollars (\$178,876),

No funds shall be paid to or obligated by the City to the Consultant for the performance of services set forth in Tasks 10 through 14, Exhibit A-4, for an amount not to exceed \$178,876, unless those services were rendered pursuant to a Notice to Proceed issued in accordance with the authorization set forth in Resolution R-\_\_\_\_\_.

The original Scope of Work included Tasks 1 through 5 with a total contract amount of \$81,251.11. The First Amendment included Task 6 for the total amount of \$5,623.00. The Second Amendment included Task 7 for the total amount of \$100,000. The Third Amendment included Tasks 8 and 9, for a total of \$63,124. The Fourth Amendment includes Tasks 10 through 14 for an amount not to exceed \$178,876. The total amount of the contract is now \$428,874.11.

4. The following attachment is incorporated herein by reference as follows: Exhibit A-4 (Scope of Services, Schedule, and Fee Estimate).

5. The Parties agree that this Fourth Amendment to the Agreement represents the entire understanding of the Consultant and the City as to the amendments 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 Fourth Amendment to the Consultant Agreement with AECOM Technical Services, Inc. for Professional Services for the Vernal Pool HCP (Purchase Order No. 4500047707) is executed by the City of San Diego acting by and through its Mayor, or his designee, pursuant to Resolution Number R-\_\_\_\_\_, authorizing such execution, and by the Consultant.

THE CITY OF SAN DIEGO

Mayor or Designee

By \_\_\_\_\_

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

*AECOM Technical Services, Inc.*

By: *William W. Graham*

Name: *William Graham*

Title: *PRINCIPAL*

Date: *7/22/15*

I HEREBY APPROVE the form of the foregoing Amendment on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

JAN I. GOLDSMITH, City Attorney

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

*Shannon Thomas*  
Deputy City Attorney

**Exhibit A-4**  
**City of San Diego Vernal Pool Habitat Conservation Plan (VPHCP)**  
**Purchase Order No. 4500047707**  
**AECOM Project Number 60309570**

**Contract Amendment No. 4**  
**As-Needed Technical Support to Complete the City VPHCP and EIR/EIS**

**Prepared by AECOM**  
**July 2015**

This scope of work will be authorized as Contract Amendment No. 4 to AECOM's existing contract (Purchase Order No. 4500047707), which will be extended through December 31, 2016. The scope of work would be performed under Task 10 and 11 to provide continued preparation of the VPHCP and preparation of the accompanying Environmental Impact Report/Environmental Impact Statement (EIR/EIS). The City has initiated preparation of a Draft EIR/EIS, but the document will need substantial rewrite, revisions, and technical input based on the current administrative draft VPHCP (submitted by AECOM to the City on December 20, 2013).

**Scope of Work**

**Task 10: Final Draft VPHCP**

- AECOM will prepare responses to substantive comments on the Public Review Draft VPHCP. See Task 13.1 below for assumptions regarding number of substantive comments (20 total comment letters and 30 total substantive comments between the VPHCP and EIR/S).
- Any changes to project data or preserve boundaries for any VPHCP or EIR/S alternative would require additional funding.
- AECOM will prepare the Final VPHCP based on responses to public comments.

**Task 11: Review of Vernal Pool Management and Monitoring Plan (VPMMP)**

- The VPMMP will be completed by the City. AECOM will review the VPMMP and provide one round of comments to the City in track changes.
- AECOM will attend one (1) meeting with the City and Wildlife Agencies to provide final input on the VPMMP.
- The City will finalize the VPMMP text and figures and AECOM will provide final formatting only.

**Task 12: Preparation of Draft EIR/EIS**

**Task 12.1 2<sup>nd</sup> Screencheck Draft EIR/EIS (review by City, USFWS, and CDFW)**

- AECOM will complete incorporating responses from the City and Wildlife Agencies on the 1st Screencheck, which will be consolidated and provided by the City in track changes (no hard copy edits).
- AECOM will finalize the 2nd Screencheck Draft EIR/EIS, which will be provided digitally to the City (PDF and Word), as well as one hard copy.

#### Task 12.2: Public Review Draft EIR/EIS

- AECOM will prepare a Public Review Draft EIR/EIS based on one round of City and Wildlife Agency comments on the 2nd Screencheck (consolidated and provided by the City in track changes).
- Any new project data or preserve boundaries beyond those identified in Task 8 (Amendment 3) for any alternative will require additional funding.
- The Draft EIR/EIS package will include the Draft VPHCP and VPMMP. The following are assumptions regarding reproduction of the Public Review Draft EIR/EIS package:
  - 40 distribution copies (\$125 per each, for a total of \$5,000) plus 8 internal copies plus 200 CDs (\$200 total)
  - Each complete copy (includes the EIR/EIS, VPHCP, and VPMMP) will have up to: 625 black and white pages, 25 color graphics (including cover, back, and spine), 75 color 8.5x11 figures, 25 color 11x17 figures, 3 color oversized map pockets, and a 3-ring binder. If additional pages or materials are needed for each copy, additional funding may be needed, which would come from Task 15, Additional Services.

#### Task 12.3: Mitigation, Monitoring, and Reporting Program (MMRP)

- AECOM will prepare the MMRP document to include with the Draft EIR/EIS package. AECOM will respond to one round of comments from the City and Wildlife Agencies on the MMRP document.

### **Task 13: Response to Comments and Final EIR/EIS**

#### Task 13.1: Response to public comments on Draft EIR/EIS

- AECOM will consolidate and annotate all public comments received in writing (assumes up to 20 comment letters total between both documents).
- AECOM will prepare responses to substantive comments (assumes up to 30 substantive comments total between both documents).
- AECOM will attend up to one (1) meeting to discuss public comments and responses.

#### Task 13.2: Final EIR/EIS

- A Final EIR/EIS package (including Final VPHCP and VPMMP) will be prepared based on response to public comments. The response to comments will be included in the Final EIR/EIS.
- EIR/EIS package will be printed based on the same number of copies and assumptions listed under Task 12.2 (48 copies and 200 CDs).

#### Task 13.3: Findings

- AECOM will prepare the draft Findings for review by the City.
- AECOM will respond to one round of comments in track changes.
- AECOM will attend one (1) meeting to discuss Findings and Statement of Overriding Considerations

#### Task 13.4: Statement of Overriding Considerations

- AECOM will prepare the draft Statement of Overriding Considerations for review by the City.
- AECOM will respond to one round of review in track changes.

## **Task 14: Project Management and Hearings**

### **Task 14.1: Project management**

- AECOM will provide project management, including (but not limited to): scope, budget, and schedule tracking and updates; coordination with the City and Wildlife Agencies; staff coordination; invoicing; and, preparation of monthly status reports.

### **Task 14.2: Planning Commission Hearings and City Council Meetings**

- AECOM will attend one (1) Planning Commission Workshop on the VPHCP.
- AECOM will attend one (1) Planning Commission hearing
- AECOM will attend two (2) City Council meetings
- AECOM will attend up to two (2) preparation meetings with the City and Wildlife Agencies
- AECOM will prepare a PowerPoint presentation for each meeting, and provide printed handouts (up to 50 copies for each meeting).

## **Task 15: Additional Services**

- May include, but are not limited to, additional work associated with the cultural resources section of the EIR/EIS or GIS and analysis associated with addition of hard-line projects.

## **Assumptions**

- No technical studies or survey reports will be prepared and no cultural records search will be conducted.
- If responses to comments from the City, Wildlife Agencies, and/or the public require additional conservation analysis for the VPHCP and/or substantive changes to the VPHCP or associated data, additional funding may be needed to complete these tasks.
- The City will conduct all noticing and distribution (NOI, NOP, NOD) for the EIR/EIS process.
- The EIR/EIS will have four (4) document iterations (two screenchecks, one public review draft, and one final). The scope of work for the Contract Amendment No. 4 includes completion of the 2<sup>nd</sup> Screencheck, the public review draft, and the final EIR/EIS.
- If additional hard copies of documents or reproduction of meeting materials are requested, additional printing fees may be added.
- A total of 9 meetings are assumed associated with Tasks 10 through 14.
- AECOM assumes this scope will take up to 12 months from the Notice to Proceed for completion (i.e., for the Final EIR/EIS to be approved). If the scope of work takes longer than 12 months, additional funding may be necessary for additional project management time and other unanticipated tasks not included in this scope of work.
- If the identified funding is not expended within an assigned task, the funding may be moved to another task including "Additional Services" (Task 15). Invoicing will occur at the top Task level (e.g., all work under each subtask for Task 10 will be billed under as a total under Task 10)

### Schedule for Tasks 10 through 14

The anticipated schedule for the EIR/S is included below. The schedule will be adjusted, as needed, based on scope progress, agency review times, and other factors.

Milestone	Due Date
Notice to Proceed	September 2015
Tasks 10 through 12	November 2015
Public Review Draft VPHCP (60 to 90-day public review)	November 2015
Public Review Draft EIR/EIS (60-day public review)	November 2015
Planning Commission Workshop	February 2016
Task 13	March 2016
Planning Commission Hearing	April 2016
City Council Committee	April 2016
City Council Hearing	May 2016

### Fee Estimate

The fee for Contract Amendment No. 4 is included below in Table 1. This Amendment incorporates updated 2015 and 2106 billing rates for AECOM staff through December 31, 2016 (Table 2). Billing rates will escalate by 3% annually.

Table 1 - Fee Schedule for Fourth Amendment	
<b>Task 10: Final Draft VPHCP</b>	\$7,520
<b>Task 11: Review of VPMMP</b>	\$8,127
<b>Task 12: Preparation of Draft EIR/EIS</b>	
13.1 2 <sup>nd</sup> Screencheck Draft EIR/EIS	\$28,846
13.2 Public Review Draft EIR/EIS	\$22,292
13.3 MMRP	\$5,060
<b>Task 12 Subtotal</b>	\$56,198
<b>Task 13: Response to Comments and Final EIR/EIS</b>	
13.1 Responses to Comments	\$29,890
13.2 Final EIR/EIS	\$20,895
13.3 Findings	\$8,230
13.4 Statement of Overriding Considerations	\$3,050
<b>Task 13 Subtotal</b>	\$62,065
<b>Task 14: Project Management and Hearings</b>	
14.1 Project Management	\$10,130
14.2 Hearings	\$14,590
<b>Task 14 Subtotal</b>	
<b>Task 15</b>	\$20,246
<b>TOTAL</b>	\$178,876

<b>Table 2 - AECOM Billing Rates</b>		
<b>AECOM Staff Title</b>	<b>2015</b>	<b>2016</b>
Project Director	\$232	\$239
Senior Project Manager	\$165	\$170
Planner IV	\$149	\$153
Planner III	\$134	\$138
Planner II	\$118	\$122
Planner I	\$108	\$111
Senior Archaeologist	\$216	\$222
Archaeologist Historian	\$108	\$111
Senior Environmental Scientist	\$201	\$207
Environmental Scientist	\$118	\$122
Senior Biologist	\$149	\$153
Graphic Artist/GIS Specialist	\$124	\$128
Project Administration	\$88	\$91
Technical Editor	\$103	\$106
Word Processor	\$103	\$106

Purchasing and Contracting Department  
City of San Diego

**REQUEST AND CERTIFICATION FOR SOLE SOURCE PROCUREMENT**

To: Purchasing and Contracting Director or Designee

From: <u>Jeanne Krosch</u>	Senior Planner	Planning
Name	Title	Department

Date: May 12, 2015

1. Describe goods or service(s) to be purchased. Include vendor's cost, City stock number if applicable, name, and telephone number:  
See attachment.
  
2. Explain why strict compliance with a competitive process would be unavailing or would not produce an advantage, and why soliciting bids or proposals would therefore be undesirable, impractical, or impossible:  
See attachment.
  
3. This sole source procurement is necessary because:
  - Goods are available from only one source
  - The requested goods are replacement parts or components for existing City equipment or required by warranty and/or insurance coverage
  - The contract is necessary for the reasons explained in San Diego Municipal Code (SDMC) section 22.3208(c) (explain) [Click here to enter text.](#)
  - Other (describe) See attachment.
  
4. Goods and services evaluated (add additional pages, if needed):
 

	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>
A. <u>See attachment.</u>	Name of Vendor	Bid Amount
Good/Service	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>
<a href="#">Click here to enter text.</a>	Telephone Number	SLBE Status
Person Contacted		
	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>
B. <u>Click here to enter text.</u>	Name of Vendor	Bid Amount
Good/Service	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>
<a href="#">Click here to enter text.</a>	Telephone Number	SLBE Status
Person Contacted		

C.	<u>Click here to enter text.</u> Good/Service	<u>Click here to enter text.</u> Name of Vendor	<u>Click here to enter text.</u> Bid Amount
	<u>Click here to enter text.</u> Person Contacted	<u>Click here to enter text.</u> Telephone Number	<u>Click here to enter text.</u> SLBE Status

REVIEWED: Tom Tomlin 5/12/15  
 Department Director or Designee Date

APPROVED: David Abraham 5.19.15  
 Deputy Chief Operating Officer Date

DENIED: \_\_\_\_\_  
 Deputy Chief Operating Officer Date

Reason for denial: \_\_\_\_\_  
 \_\_\_\_\_

5. Purchasing Department Comments:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

Given the information in your memorandum, I certify that strict compliance with a competitive process would be unavailing or would not produce an advantage, and that soliciting bids or proposals would therefore be undesirable, impracticable, or impossible. My approval is valid for one (1) year from the signature date below. The requesting department must submit a purchase requisition and a copy of this certification to Purchasing and Contracting in order for a Purchase Order to be issued.

APPROVED: \_\_\_\_\_  
 Purchasing Director/Designee under SDMC §22.3016 Date

DENIED: \_\_\_\_\_  
 Purchasing Director/Designee under SDMC §22.3016 Date

Reason(s) for denial: \_\_\_\_\_  
 \_\_\_\_\_



THE CITY OF SAN DIEGO

M E M O R A N D U M

DATE: May 12, 2015

TO: Purchasing and Contracting Director or Designee

FROM: Jeanne Krosch, Senior Planner, Planning Department

SUBJECT: Sole Source Request – Vernal Pool Habitat Conservation Plan (VPHCP)

The Planning Department is requesting approval to extend the existing sole source authorization with AECOM Technical Services, Inc (AECOM) for an amount to not exceed \$240,000 for a period of (3) three years. AECOM is currently under contract to provide technical assistance on the Vernal Pool Habitat Conservation Plan (VPHCP) and associated environment document (EIR/EIS), Contract No. 10006624/Purchase Order No. 4500047707).

The Vernal Pool HCP has been in process since 2009 and has been funded through a Federal Section Six grant and a Coastal Conservancy Grant. The City had a contract (No. 10006624) with the SANDAG/Service Bureau to prepare the draft VPHCP document. The Service Bureau had subcontracted the preparation of the technical white papers (TWPs) and associated analysis/database to AECOM, a company with extensive vernal pool and conservation planning expertise. In August, 2013, the Service Bureau informed the City that they no longer had capacity to complete the authorized scope of work and terminated the contract. The Planning Department requested a sole source agreement to contract directly with AECOM in order to complete the Administrative Draft VPHCP prior to the expiration of both grants which were funding the project. The Sole Source was granted on October 8, 2013 in accordance with SDMC Section 22.3016.

The City and AECOM entered into a consultant agreement on October 18, 2013 and AECOM was authorized to complete the preparation of Administrative Draft VPHCP document. This document was completed on time and as funding became available, two subsequent amendments to the agreement have been approved (see attached). The existing agreement allows for subsequent amendment(s) not to exceed five years from the date of the signed agreement (October 18, 2018). The first amendment provided additional funding for the completion of the Preliminary Draft VPHCP which is currently on posted the Planning Department website for a 30-day review period. The second amendment provided funding for the preparation of the first screencheck Environmental Impact Report/Environmental Impact Statement (EIR/EIS) and extended the contract date to August 31, 2015.

The Planning Department desires to pursue a third amendment to the contract for the completion of the project including the final VPHCP document, final EIR/EIS, a hard line preserve/development area for Montgomery Field, and taking the project through the hearing process. This work would be funded through a USFWS Cooperative Agreement grant (\$34,303), a Southview settlement contribution (\$25,000), READ/Airport (\$31,794), and Planning/General Fund (\$148,903). Upon approval of the sole source extension, the Planning Department will seek City Council authorization as necessary to accept and expend the proposed funds.

AECOM has been a critical part of the project team since the beginning of this project and have significantly contributed to the project by providing the following:

- Conducted the vernal pool technical analysis;
- Developed a detailed management and monitoring strategy and the Vernal Pool Conditions of Coverage developed specifically for the VPHCP;
- Developed the vernal pool database and all associated tracking tables which are the backbone for the analysis, management, monitoring, and funding of the project;
- Prepared the technical white papers (TWP's);
- Involved in coordination and decision-making process on the VPHCP with the City and Wildlife Agencies;
- Participated in the Public Workshops, including presenting the TWP's and responding to questions.
- Completed the Administrative/Preliminary Draft VPHCP document; and
- Currently under contract to complete the first screencheck of the EIR/EIS.

AECOM has the advantage of having a detailed knowledge and understanding of the remaining deliverables required to complete the project in a timely manner, so that the VPHCP can be presented to City Council for adoption. It is neither practical nor cost effective for another technical consultant firm to complete the scope of work, as it would require the new firm to invest time and resources familiarizing themselves with the documents, data, and technical and community issues, and the proposed course of action to address the issues. This would both increase the cost of the work, and the time needed to complete the project, which could significantly delay the VPHCP project.

As the original author of the technical white papers, major contributor to VPHCP document and EIR/EIS which are completed and/or in process, and an active participant in the community workshops, AECOM has a unique and singular understanding of the vernal pool HCP and technical issues and needs and methods used to prepare the documents, as well as their contents. AECOM and its team have invested time and resources to gain a detailed knowledge of the VPHCP and technical issues, and has prepared approaches needed to complete the project that other firms would not have readily available. This understanding is specific to VPHCP. AECOM has assembled a team to work on this project that includes vernal pool experts as well as staff with expertise in preparing conservation plans and environment documents (EIR/EIS) consistent CEQA and NEPA standards.

Page 3

Purchasing and Contracting Director or Designee

May 7, 2015

The Planning Department has determined it is neither practical nor cost effective for another firm to complete the original scope of work, as it would require the new firm to invest time and resources familiarizing themselves with the documents, data, and issues, and the proposed course of action to address the issues. AECOM and its team have a unique understanding of the vernal pool habitat conservation plan and technical issues and approaches needed to complete the VPHCP and associated EIR/EIS that other firms would not have readily available.

Jeanne Krosch

Attachment: "Justification for AECOM to continue work on VPHCP EIR/S" – Email



## Krosch, Jeanne

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**From:** Cavallaro, Lindsey [Lindsey.Cavallaro@aecom.com]  
**Sent:** Thursday, April 23, 2015 11:39 AM  
**To:** Krosch, Jeanne  
**Subject:** Justification for AECOM to continue work on VPHCP EIR/S

Jeanne,

Per your request, I am providing justification as to why AECOM is the only firm that is qualified to continue preparation of the City's Vernal Pool HCP and accompanying EIR/S. AECOM has been working diligently on the project since 2010. We were awarded the project because we are the most qualified and technically proficient firm for the project. Since 2010, we have worked hard to develop a positive and productive working relationship with USFWS and CDFW (the Wildlife Agencies) and have made many strides in working through issues on the VPHCP to achieve consensus between the City and Wildlife Agencies. We have deep knowledge of the City's vernal pool resources, as well as the key issues/areas of concern surrounding the VPHCP with regard to developers and conservation groups. We have a small, core team comprised of specialized technical experts, including southern California's leading expert in vernal pools, Scott McMillan, and Tom Oberbauer, a highly-respected botanist and original author of the San Diego NCCP program. AECOM has also developed a detailed, complicated, and proprietary method for estimating the costs associated with the VPHCP (a key component of the project). The Wildlife Agencies have stated on many occasions that AECOM is the most qualified company to work on the VPHCP. To change firms this far into the project would require the City to find a new team of technical experts (which I would argue would not be as qualified as our team), bring a new team up to speed on the project thus far (which would take many months and could also require the City to pay AECOM to transition the many complicated components of the project), and reestablishing trust with the Wildlife Agencies (a huge hurdle).

AECOM is also currently preparing the EIR/S for the VPHCP. Our understanding and familiarity with the VPHCP allows for efficiency in preparation of the environmental document. A new firm would not be familiar with the VPHCP and would require a long and steep learning curve to be able to develop a defensible environmental document. I firmly believe that the success of the project to date is due to the City's choice to contract AECOM. It would cost the City much time and money to change firms at this stage in the project, and ultimately would likely even prevent the project from being successfully completed.

Regards,

**Lindsey Cavallaro**

Senior Project Manager, Associate Director  
Natural Resources, Design + Planning  
D 1 619.610.7585 M 1 619.318.6193  
[Lindsey.Cavallaro@aecom.com](mailto:Lindsey.Cavallaro@aecom.com)

**AECOM**

401 West A Street, Suite 1200  
San Diego, CA 92101  
T 1 619.610.7600 F 1 619.610.7601  
[www.aecom.com](http://www.aecom.com)

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received  
by HR  
4/28/15

**City of San Diego**  
**Human Resources Department**  
**Request for Human Resources Approval for Purchase Requisition**  
(Contracting Out Review Request Form)

**Requesting Department:** Planning Department  
**Vendor Name:** AECOM  
**Purchase Requisition #:** 4500017827 - Contract No. 10006624  
**Request Date:** April 28, 2015  
**Contract Amount:** \$212,754

NOTE: Please provide a brief description of the activities requested and what contract work the contract would be doing. In addition, please be specific as to the location for the services.

Please submit request to [HumanResources@san diego.gov](mailto:HumanResources@san diego.gov) or MS 56L

<u>Question</u>	<u>Department Response</u>
What is the Contract for?	<p>This contract for technical services for the preparation of a Vernal Pool Habitat Conservation Plan (VPHCP). The City and AECOM entered into a consultant agreement on October 18, 2013 and AECOM was authorized to complete the preparation of Administrative Draft VPHCP document. The existing agreement allows for subsequent <u>amendment(s) not to exceed five years (October 18, 2018) from the date of the signed agreement.</u> The first amendment provided additional funding for the completion of the Preliminary Draft VPHCP which is currently on posted the Planning Department website for a 30-day review period. <u>The second amendment provided funding for the preparation of the first screencheck Environmental Impact Report/Environmental Impact Statement (EIR/EIS) and extended the contract date to August 31, 2015.</u></p> <p>The Planning Department desires to pursue a <u>third amendment</u> to the contract for the completion of the project including the <u>final VPHCP document, final EIR/EIS, a hard line preserve/development area for Montgomery Field, and taking the project through the hearing process.</u></p>

<p>Are City employees currently performing any of the work?</p>	<p>Yes (see below), but the technical analysis and expertise provided by AECOM is required in order to complete the project.</p>
<p>Will any City employees be displaced as a result of this contract/bid?</p>	<p>No.</p>
<p>If this is a renewal of an existing contract, how long have these services been contracted out?</p>	<p>The existing agreement (see response above) allows for subsequent amendment(s) not to exceed five years from the date of the original agreement which was signed on October 18, 2013. AECOM has been a critical part of the project team since the beginning of this project and have significantly contributed to the project by providing the following:</p> <ul style="list-style-type: none"> <li>* Conducted the vernal pool technical analysis;</li> <li>* Developed a detailed management and monitoring strategy and the Vernal Pool Conditions of Coverage developed specifically for the VPHCP;</li> <li>* Developed the vernal pool database and all associated tracking tables which are the backbone for the analysis, management, monitoring, and funding of the project;</li> <li>* Prepared the technical white papers (TWPs);</li> <li>* Involved in coordination and decision-making process on the VPHCP with the City and Wildlife Agencies;</li> <li>* Participated in the Public Workshops, including presenting the TWPs and responding to questions;</li> <li>* Completed the Administrative/Preliminary Draft VPHCP document; and</li> <li>* Currently under contract to complete the first screencheck of the EIR/EIS.</li> </ul> <p>AECOM has the advantage of having a detailed knowledge and understanding of the remaining deliverables required to complete</p>

	<p>the project in a timely manner, so that the VPHCP can be presented to City Council for adoption. It is neither practical nor cost effective for another technical consultant firm to complete the scope of work, as it would require the new firm to invest time and resources familiarizing themselves with the documents, data, and technical and community issues, and the proposed course of action to address the issues. This would both increase the cost of the work, and the time needed to complete the project, which could significantly delay the VPHCP project.</p> <p>As the original author of the technical white papers, major contributor to VPHCP document and EIR/EIS which are completed and/or in process, and an active participant in the community workshops, AECOM has a unique and singular understanding of the vernal pool HCP and technical issues and needs and methods used to prepare the documents, as well as their contents. AECOM and its team have invested time and resources to gain a detailed knowledge of the VPHCP and technical issues, and has prepared approaches needed to complete the project that other firms would not have readily available. This understanding is specific to VPHCP. AECOM has assembled a team to work on this project that includes vernal pool experts as well as staff with expertise in preparing conservation plans and environment documents (EIR/EIS) consistent CEQA and NEPA standards.</p>
<p>Is this a Public Works Contract? (construction, reconstruction or repair of City buildings, streets or other facilities)</p>	<p>No.</p>
<p>Is this a Tenant Improvement?</p>	<p>No.</p>
<p>Was another department contacted to determine if they can or do perform this service (i.e., Streets, Facilities, etc.)? If so, please attach communication.</p>	<p>No. This is the continuation of the VPHCP Agreement that AECOM has been working on since the beginning of the project. <u>This action would allow AECOM to complete the technical analysis as well as the VPHCP and environmental documents which are vital to the completion of this project.</u></p>

Additionally, ~~staff is not available within the City with the technical expertise in vernal pool resources, and preparation of Habitat Conservation Plans (HCP), and joint Environmental Impact Report/Impact Statement (EIR/EIS) for this work.~~ City staff from other departments including Park and Recreation/Open Space, PUD, READ, and Environmental Services are involved in the review and preparation of other portions of the project (i.e., HCP Vernal Pool Management and Monitoring Plan, review of the EIR/EIS, and vernal pool preserve plans and public covered projects/activities).

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

**HUMAN REOURCES DEPARTMENT USE ONLY**

Based on the Department's representation, this contract is from a labor relations perspective.

 \_\_\_\_\_  
Human Resources Department Liaison

**APPROVED**

4/28/15  
Date

COOPERATIVE AGREEMENT  
between the  
U.S. FISH AND WILDLIFE SERVICE  
and  
CITY OF SAN DIEGO

FWS Agreement No.:  
WBS Code:  
Amount Obligated: \$34,303.00  
Recipient Tax I.D. No (EIN): 95-6000776  
CFDA No.  
Recipient DUNS#: 009581208  
Project Period End Date: December 31, 2015

**I. TYPE OF AGREEMENT/PROGRAM:**

- Grant Agreement
- Cooperative Agreement
- Fire Agreement
- Partners Program
- Coastal Program
- Challenge Cost Share
- Fisheries Program
- National Wetland Inventory
- CESU # \_\_\_\_\_
- NRDA
- Migratory Birds

**II. TYPE OF ORGANIZATION:**

- State Government
- Local Government
- Tribal
- Non-Profit Organization
- Higher Education Inst.
- Private Individual
- For Profit Organization

**III. PARTICIPANTS:**

FWS Office Name:  
Carlsbad Fish and Wildlife Office  
Address: 2177 Salk Avenue, Suite 250  
  
City/State/Zip: Carlsbad, California 92008  
Phone: (760) 431-9440

Recipient Office Name:  
City of San Diego  
Address: 1200 Third Avenue, Suite 1400  
Planning, Neighborhoods, and Economic  
Development, MS 56D  
City/State/Zip: San Diego, California 92101  
Phone: (619) 236-7225

**IV. PROJECT OFFICERS:**

FWS Project Officer:  
Name: Mary Beth Woulfe  
Address: 2177 Salk Avenue, Suite 250  
City/State/Zip: Carlsbad, California 92008  
  
Phone: (760) 431-9440, ext. 294

Recipient:  
Name: Jeanne Krosch  
Address: 1200 Third Avenue, Suite 1400  
Planning Department, MS 56D  
City/State/Zip: San Diego, California 92101  
Phone: (619) 236-7225

Email Address: Marybeth\_woulfe@fws.gov

Email Address: jkrosch@sandiego.gov

**V. ROUTING INFORMATION**

**a. RECIPIENT ADDRESS:**

**b. FWS ADDRESS:**

---

Agency: City of San Diego  
 Name: Jeanne Krosch  
 Address: 1222 Third Avenue, Suite 1400  
 Planning Department/MS 56D  
 City, St, Zip: San Diego, California 92101  
 Phone: (619) 236-7225  
 Email: jkrosch@sandiego.gov

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Field Station: Carlsbad Fish and Wildlife Office  
 Name: Mary Beth Woulfe  
 City, St, Zip: Carlsbad, California 92008  
 Phone: (760) 431-9440, ext. 294  
 Email: Marybeth\_woulfe@fws.gov

**VI. PURPOSE/OBJECTIVE:**

This agreement is being implemented in order to assist the City of San Diego in completing their Vernal Pool Habitat Conservation Plan (VPHCP). The objective is to support the City of San Diego with the development of the VPHCP, Vernal Pool Management and Monitoring Plan, and the preparation of the associated National Environmental Policy Act (NEPA)/California Environmental Quality Act (CEQA) document. The City of San Diego proposes to protect seven endangered and threatened vernal pool species, ensure long-term viability and management of vernal pool habitat, and allow compatible development to proceed within the City of San Diego VP HCP planning area.

The City of San Diego VPHCP was initiated in April 2010 and is nearing completion. An administrative Draft VPHCP has been prepared and vernal pool preservation areas have been identified. A majority of the vernal pool preserve areas within the central and north portions of the City are currently owned by the City of San Diego or have been conserved through easements. However, Otay Mesa which is largely undeveloped contains critical vernal pool resources within areas designated for development. The VPHCP will provide an opportunity for the City and Wildlife Agencies to work closely with the development and environmental communities on the identification vernal pool preserve areas and incorporation of the preserve areas into development plans during the early planning stages.

A Vernal Pool Management and Monitoring Plan as well as a funding strategy are currently being developed. These will be incorporated into the City of San Diego’s VPHCP. Development of the VPHCP has been a collaborative effort with U.S. Fish and Wildlife Service staff (Carlsbad Field Office), California Department of Fish and Wildlife (CDFW), and City of San Diego staff, SANDAG Service Bureau, and consulting staff (AECOM). Approximately, \$225,000 has already been expended on the VPHCP by the City of San Diego and additional funds have been awarded and expended through a section 6 grant to support the planning efforts. Attached is the detailed Scope of Work from the consultant, AECOM. Specifically the funds identified in this agreement will be used for either the Completion of Draft VPHCP (Tasks 1.1 – 1.3) or Preparation of the Draft EIR/EIS, 1<sup>st</sup> Scenecheck (Task 3.1).

This project will benefit the public by streamlining permitting as the City of San Diego develops

economically. In addition to increased protection and management of vernal pool resources, the vernal pool preservation areas will provide opportunities for public education about vernal pool habitats, associated endangered and threatened species, and connections to the larger ecosystem that is protected through the City's existing Multiple Species Conservation Program (MSCP).

**VII. BACKGROUND:**

This award has been advertised on Grants.gov under program announcement number *If you are posting a single source award, include documentation of the Notice of Intent to Award*, and the applicable SF424 forms have been received from the Recipient.

**VIII. AUTHORITY:**

This agreement between the U.S. Fish and Wildlife Service "the Service" and the City of San Diego "*the Recipient*" is authorized by the Fish and Wildlife Coordination Act, 16 U.S.C. § 661-666(c) and the Fish and Wildlife Act of 1956, 16 U.S.C. 742(a-j), the Federal Cooperative Agreement Act (31 USC 6301-6308), and the Endangered Species Act of 1973, as amended (16 USC 1531-1544).

**IX. FUNDING INFORMATION:**

The Service will provide \$34,303.00 to the City of San Diego for the work identified in the proposal and budget for completing the VPHCP. In addition to supporting the City of San Diego with the completion of the Draft VPHCP and associated EIR/EIS, the focus of the funding from this agreement will be on either the Completion of Draft VPHCP (Tasks 1.1 – 1.3) or Preparation of the Draft EIR/EIS, 1<sup>st</sup> Scencheck (Task 3.1).

Nothing herein shall be considered as obligating the Service to expend funds or otherwise obligate the Service for the future payment of money in excess of appropriations authorized by law and administratively allocated for the activities associated with this agreement.

**X. PERIOD OF PERFORMANCE:**

The period of performance of this agreement is from the day this cooperative agreement is signed through December 31, 2015.

**XI. SPECIFIC OBLIGATIONS OF EACH PARTY:**

A. The Service will:

1. Provide funds, in the amounts and methods specified, for the purposes described.
2. Ensure that the project complies with the Act.
3. Coordinate with the Recipient over the term of this agreement to ensure that the objectives are being achieved.

B. The Recipient shall:

1. Furnish the necessary personnel, materials and services, and do all things required to accomplish the program objectives as specified in the proposal.
2. Ensure that the highest standards and current practices and methodologies are employed.
3. Develop a Vernal Pool HCP in coordination with the City of San Diego's consultants and Wildlife Agencies.
4. Develop Vernal Pool Management and Monitoring Plan and funding strategy in coordination with the City of San Diego's consultants and Wildlife Agencies.
5. Submit semi-annual interim progress reports describing the tasks that have been completed to date.
6. Submit final reports consistent with this agreement.

The Recipient's proposal and budget is hereby incorporated as an integral part of this project. The Recipient shall furnish the necessary personnel, materials and services, and do all things required to accomplish the proposed objectives:

- Develop a Draft Vernal Pool HCP and corresponding EIR/EIS
- Develop a Draft Vernal Pool Management and Monitoring Plan.
- Develop a funding strategy to support the City of San Diego VPHCP

Any future deviations from the procedures or objectives specified in the Recipient's proposal must be presented to and approved by the Service for specific approval before implementation.

## **XII. REPORTING REQUIREMENTS:**

### **A. Interim Reports**

The Recipient will submit a semi-annual **Interim Progress Report** of activities which occurred and provide a description of the project accomplishments from the start date of the agreement and ending December 31, 2015. Reports are due thereafter into the office of the Service no later than 7 months after the start date of the agreement. The Interim Progress Report shall include:

1. The name of the recipient, the project title, the cooperative agreement number, date of the report, and period of time covered by the report.
2. A short summary of significant activities and results for the period.
3. A statement explaining any problems, delays, or adverse conditions that materially impair the ability of the Recipient to meet the objectives of the agreement. Include efforts undertaken for problem resolution, any proposed changes in the statement of work (with justification) or proposed changes in the schedule (with justification).
4. Other pertinent information including, when appropriate, analysis, and explanation of costs.

The Recipient will submit a semi-annual **Interim Financial Report** of Federal expenditures and unobligated balances on a Federal Financial Report form (SF425) for the project period from the start date of the agreement and ending December 31, 2015 Reports are due thereafter into the office of the Service no later than 7 months after the start date of the agreement.

## B. Final Reports

The Recipient will submit a **Final Progress Report** due within 90 calendar days after the agreement completion date as defined in the agreement or in the most current modification. The Final Progress Report shall include:

1. The name of the recipient, the project title, the cooperative agreement number, date of the report, and period of time covered by the report.
2. A short summary of significant activities and results for the period.
3. A statement explaining any problems, delays, or adverse conditions that materially impair the ability of the Recipient to meet the objectives of the agreement. Include efforts undertaken for problem resolution, any proposed changes in the statement of work (with justification) or proposed changes in the schedule (with justification)
4. Other pertinent information including, when appropriate, analysis, and explanation of costs.

The Recipient will submit a **Final Financial Report** due within 90 calendar days after the agreement completion date as defined in the agreement or in the most current modification. The final SF425 shall cover all financial transactions that occurred during the life of the award. The Recipient shall account for any real and personal property acquired with Service Funds during the implementation of this project. Disposition of acquired real property will be determined at the end of the agreement.

All reports shall be submitted to:

FWS Project Officer:  
Mary Beth Woulfe  
2177 Salk Avenue, Suite 250  
Carlsbad, California 92008  
(760) 431-9440, ext. 294  
Marybeth\_woulfe@fws.gov

FWS Administrative Officer:  
Sue Fahey  
2177 Salk Avenue, Suite 250  
Carlsbad, California 92008  
(760) 431-9440, ext. 286  
Sue\_fahey@fws.gov

## XIII. INVOICING/ACCEPTANCE PROCEDURES:

- A. Your organization has completed enrollment in U.S. Treasury's Automated Standard Application for Payment (ASAP) system. The USFWS agreement for this award is the

Account ID in ASAP for this award. The ASAP Help menu provides general information on payments. Select the Payment Requestor Tutorials Help menu option to walk through how to request funds or request the "ASAP Initiation Payments" PowerPoint from your USFWS Project Officer, as identified on page one of the award. The USFWS has a website to help answer frequently asked questions concerning ASAP:  
[http://wsfrprograms.fws.gov/Subpages/FAPO/Service\\_Grants.htm](http://wsfrprograms.fws.gov/Subpages/FAPO/Service_Grants.htm).

Refer to the USFWS recipient ASAP help page at:  
[http://wsfrprograms.fws.gov/Subpages/FAPO/Service\\_Grants.htm](http://wsfrprograms.fws.gov/Subpages/FAPO/Service_Grants.htm) to answer frequently asked questions.

- B. Should the Recipient be unable to complete the provisions of this agreement, all monies provided by the Service which prove to be cancelable obligations or unallowable costs in accordance with A-87 and OMB Circular A-133 shall be refunded to the Service.
- C. This agreement is intended to support a particular project for a specific period of time. Any portion of funds advanced to the Recipient that are not expended at the completion of the period of performance of this agreement shall be returned to the Service, along with any interest earned on that amount.
- D. Provide a courtesy copy of your invoices and the back-up information pertaining to your drawdown in ASAP. The budgeted amounts, in this agreement, will be monitored monthly compared to expenditures that are being drawn down. Please submit courtesy copies of your invoices to the Cooperative Agreements Specialist at the following address:

Ms. Anne Robb  
2177 Salk Avenue, Suite 250  
Carlsbad, California 92008  
(760) 431-9440, ext. 284  
[Anne\\_robbs@fws.gov](mailto:Anne_robbs@fws.gov)

#### **XIV. APPLICABLE REGULATIONS/POLICIES:**

- A. The Recipient must submit with this agreement assurances as listed on Standard Form 424B – Assurances Non-Construction Programs. In addition to the assurances, acceptance of a Federal Financial Assistance award from the Department of the Interior (DOI) carries with it the responsibility to be aware of and to comply with applicable terms and conditions of the award. Per Acceptance is defined as starting work, drawing down funds, or accepting the award via electronic means. Awards are based on the application submitted to and approved by the USFWS. Awards are subject to the **applicable** terms and conditions incorporated either directly or by reference in the following:
  - Program legislation, regulation, and provisions

- 305 DM 3, Integrity of Scientific and Scholarly Activities
- Code of Federal Regulations(CFR)/Regulatory Requirements:
  - 2 CFR Part 25, Central Contractor Registration and Data Universal Numbering System
  - 2 CFR Part 170, Reporting Subawards and Executive Compensation
  - 2 CFR Part 1400, Government-wide Debarment and Suspension (Nonprocurement)
  - 2 CFR Part 175, Trafficking Victims Protection Act of 2000
  - 45 CFR 82 Government wide Requirements for a Drug-Free Workplace
  - 48 CFR Part 31.2 - Contracts with Commercial Organizations
  - 48 CFR Part 52.215.2 - Audit and Records – Negotiation
  - 43 CFR 12(A), Administrative and Audit Requirements and Cost Principles for Assistance Programs
  - 43 CFR 12(C), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Government
  - 43 CFR Part 12, Subpart E – Buy American Requirements for Assistance Programs
  - 43 CFR 18, New Restrictions on Lobbying
  - 43 CFR 12(F), Uniform Administrative Requirements for Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, other Non-Profit and Commercial Organizations

Copies of the above documents are available at the following websites:

<http://www.doi.gov/pam/TermsandConditions.html> or [www.doi.gov/pam/pamfaeg.html](http://www.doi.gov/pam/pamfaeg.html) or <http://www.whitehouse.gov/OMB/circulars/index.html>

B. Small Business Policy: Reference 505 DM 3.5 C(1)(a). It is National policy to award a fair share of contracts to small and minority business firms. The Department of the Interior is strongly committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness. The Recipient and Sub grantee shall take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps shall include:

- Placing qualified small and minority businesses and women's business enterprises on solicitation lists
- Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises
- Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises;
- Using the services and assistance of the Small Business Administration and the

Minority Business Development Agency of the Department of Commerce as appropriate, and

- Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps as listed

#### **XV. TERMINATION:**

This agreement may be terminated by any party following 30 days written notification to other party(s). For material or convenience failure, termination may occur according to A-102.44.

#### **XVI. MODIFICATION PROCEDURES:**

Modifications to this Agreement may be proposed by either party and shall become effective upon written concurrence of all parties. Work completed prior to written concurrence of all parties is done at the Recipient's risk, without expectation of reimbursement.

#### **XVII. SPECIAL PROVISIONS:**

**Seat Belt Policies and Programs:** Recipients of grants/cooperative agreements and/or sub-awards are encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally-owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.

**Greening Policies and Programs:** In accordance with Executive Order 13101 "Greening the Government Through Waste Prevention, Recycling and Federal Acquisition," recipients of grants/cooperative agreements and/or sub-awards are encouraged to actively and systematically protect the natural processes that sustain life by whenever possible, incorporating environmentally preferable products in their activities. These measures include, but are not limited to, re-refined oil for all vehicles and heavy equipment, diverting solid waste from disposal in landfills through recycling and use of materials that reduce greenhouse gas emissions.

#### **XVIII. RELATED ATTACHMENTS:**

Exhibit A: Scope of Work and Budget

Agreement No. (PRISM number)

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the date therein written.

**FOR THE U.S. FISH AND WILDLIFE SERVICE:**

By: Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: Assistant Regional Director, Ecological Services, Region 8

**FOR THE RECIPIENT:**

By: Signature:  \_\_\_\_\_ Date: 7/19/14  
Title: City of San Diego, Planning Director

**FWS CONTRACT SUFFICIENCY REVIEW:**

By: Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Contracting Officer FWS #



<b>Application for Federal Assistance SF-424</b>		Version 02
*1. Type of Submission <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	*2. Type of Application <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	*If Revision, select appropriate letter(s):  * Other (Specify)
*3. Date Received:		4. Application Identifier:
5a. Federal Entity Identifier:		*5b. Federal Award Identifier:
<b>State Use Only:</b>		
6. Date Received by State:		7. State Application Identifier:
<b>8. APPLICANT INFORMATION:</b>		
* a. Legal Name: City of San Diego		
* b. Employer/Taxpayer Identification Number (EIN/TIN): 95-6000776	*c. Organizational DUNS: 009581208	
<b>d. Address:</b>		
*Street1: 1200 Third Avenue, Suite 1400 Street 2: *City: San Diego County: *State: Ca Province: Country: USA		
*Zip/ Postal Code: 92129		
<b>e. Organizational Unit:</b>		
Department Name: Planning Department	Division Name: Environmental & Resource Analysis/MSCP	
<b>f. Name and contact information of person to be contacted on matters involving this application:</b>		
Prefix: Ms. First Name: Jeanne Middle Name: *Last Name: Krosch Suffix:		
Title: Senior Planner		
Organizational Affiliation:		
*Telephone Number: (619) 236-7225		Fax Number:
*Email: jkrosch@sandiego.gov		

**Application for Federal Assistance SF-424**

Version 02

9. Type of Applicant 1: Select Applicant Type: C. City or Township Government

Type of Applicant 2: Select Applicant Type:

- Select One -

Type of Applicant 3: Select Applicant Type:

- Select One -

\*Other (specify):

\*10. Name of Federal Agency:

U.S. Fish and Wildlife Service

11. Catalog of Federal Domestic Assistance Number:

CFDA Title:

Cooperative Agreement

\*12. Funding Opportunity Number:

\*Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

City of San Diego

\*15. Descriptive Title of Applicant's Project:

Preparation of a Vernal Pool Habitat Conservation Plan (HCP) and associated an environmental document (EIR/EIS). See attached cooperative agreement.

**Attach supporting documents as specified in agency instructions.**

**Application for Federal Assistance SF-424**

Version 02

16. Congressional Districts Of: 52nd and 53rd

\*a. Applicant 52nd and 53rd

\*b. Program/Project: 52nd and 53ed

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project: Vernal Pool Habitat Conservation Plan

\*a. Start Date: November 2010

\*b. End Date: December 2015

**18. Estimated Funding (\$):**

\*a. Federal \$34,303.00

\*b. Applicant

\*c. State

\*d. Local

\*e. Other

\*f. Program Income

\*g. TOTAL \$34,303.00

**\*19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372

\*20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)

Yes  No

21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

\*\*I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix: MS \*First Name: Cathy

Middle Name:

\*Last Name: Winterrowd

Suffix:

\*Title: Deputy Director, Planning Department

\*Telephone Number: 619-236-5217 Fax Number: 619-236-6478

\*Email: cwinterrowd@sandiego.gov

\*Signature of Authorized Representative: Cathy Winterrowd Date Signed: 7/14/14

**Application for Federal Assistance SF-424**

Version 02

**\*Applicant Federal Debt Delinquency Explanation**

The following field should contain an explanation if the Applicant organization is delinquent on any Federal Debt. Maximum number of characters that can be entered is 4,000. Try and avoid extra spaces and carriage returns to maximize the availability of space.

**BUDGET INFORMATION - Non-Construction Programs**

OMB Approval No.: 0348-0044

SECTION A - BUDGET SUMMARY						
Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non - Federal (d)	Federal (e)	Non - Federal (f)	Total (g)
1. Vernal Pool HCP		\$	\$	\$ 34,303.00	\$	\$ 34,303.00
2.						0.00
3.						0.00
4.						0.00
5. Totals		\$ 0.00	\$ 0.00	\$ 34,303.00	\$ 0.00	\$ 34,303.00

SECTION B - BUDGET CATEGORIES					
Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				
	(1)	(2)	(3)	(4)	Total (5)
a. Personnel	\$	\$	\$	\$	\$ 0.00
b. Fringe Benefits					0.00
c. Travel					0.00
d. Equipment					0.00
e. Supplies					0.00
f. Contractual			34,303.00		34,303.00
g. Construction					0.00
h. Other					0.00
i. Total Direct Charge (sum of 6a-6h)	0.00	0.00	0.00	34,303.00	34,303.00
j. Indirect Charges					0.00
k. TOTALS (sum of 6i and 6j)	\$	\$ 0.00	\$ 0.00	\$ 34,303.00	\$ 34,303.00
7. Program Income	\$	\$	\$	\$	\$

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Standard Form 424A (Rev. 4-92)  
Prescribed by OMB Circular A-102

**SECTION C - NON-FEDERAL RESOURCES**

(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS
8.	\$	\$	\$	0.00
9.				0.00
10.				0.00
11.				0.00
12. TOTAL (sum of lines 8 - 11)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

**SECTION D - FORCASTED CASH NEEDS**

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
	13. Federal	\$ 0.00	\$	\$	\$
14. NonFederal	0.00				
15. TOTAL (sum of lines 13 and 14)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

**SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT**

(a) Grant Program	FUTURE FUNDING PERIODS (Years)				
	(b) First	(c) Second	(d) Third	(e) Fourth	
16.	\$	\$	\$	\$	
17.					
18.					
19.					
20. TOTAL (sum of lines 16 - 19)	\$	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

**SECTION F - OTHER BUDGET INFORMATION**

21. Direct Charges:	
22. Indirect Charges:	
23. Remarks:	

### ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

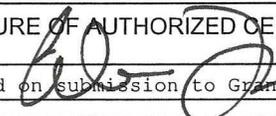
**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

<p>* SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL</p>  <p>Completed on submission to Grants.gov</p>	<p>* TITLE</p> <p>Director, Planning Department</p>
<p>* APPLICANT ORGANIZATION</p> <p>City of San Diego</p>	<p>* DATE SUBMITTED</p> <p>Completed on submission to Grants.gov</p>



# United States Department of the Interior



FISH AND WILDLIFE SERVICE  
Pacific Southwest Region  
2800 Cottage Way, Suite W- 2606  
Sacramento, California 95825

In Reply Refer To:

SEP 18 2014

Jeanne Krosch  
City of San Diego, Planning Department  
1200 Third Avenue, Suite 1400  
San Diego, California 92101

DUNS: 152791117

Subject: Notice of Cooperative Agreement Award F14AC00993

Dear Ms. Krosch:

Your organization's application for Federal financial assistance titled "Completion of the City of San Diego's Vernal Pool Habitat Conservation Plan" submitted to the U.S. Fish and Wildlife Service (Service)'s CFDA Program 15.657 is approved. This award is made under the authority of: Natural Community Conservation Planning (NCCP). For a complete list of this program's authorizing legislation, go to <https://www.cfda.gov/> and search by the CFDA Program number. This award is made based on Service approval of your organization's proposal signed on July 14, 2014, hereby incorporated by reference into this award. Funds under this award are to be used to develop a vernal pool habitat conservation plan.

This agreement is being implemented in order to assist the City of San Diego in completing their Vernal Pool Habitat Conservation Plan (VPHCP). This agreement will support the City of San Diego with the development of the VPHCP, the Vernal Pool Management and Monitoring Plan, and the preparation of the associated National Environmental Policy Act (NEPA)/California Environmental Quality Act (CEQA) document. This will enable the City to develop economically as well as provide public education, preserve associated endangered and threatened species, and merge this VPHCP with the City's existing Multiple Species Habitat Conservation Program.

**The Service will:**

1. Participate and collaborate with the Recipient to carry out the scope of work, including on-site work by Federal personnel to work on the project effort.
2. Review and approve each stage of work before the next stage can begin.
3. Review and approve proposed modifications or sub-awards prior to recipient action.

4. Has power to immediately halt activities if detailed performance specifications are not met.
5. Provide technical assistance as needed to the Recipient regarding establishment and management of the habitat conservation plan.
6. Provide the Recipient with copies of reports and other information regarding vernal pools within City of San Diego lands during the course of fulfilling this and other related agreements.
7. Limits recipient discretion with respect to scope of work, organizational structure, staffing, mode of operations and other management processes, coupled with close monitoring or operational involvement during performance under the award.

**The Recipient shall:**

1. Furnish the necessary personnel, materials and services, and do all things required to accomplish the program objectives as specified in the proposal.
2. Ensure that the highest standards and current practices and methodologies are employed.
3. Develop a Vernal Pool HCP in coordination with the City of San Diego's consultants and Wildlife Agencies.
4. Develop Vernal Pool Management and Monitoring Plan and funding strategy in coordination with the City of San Diego's consultants and Wildlife Agencies.
5. Submit semi-annual interim progress reports describing the tasks that have been completed to date, and submit final reports consistent with this agreement.

**Type of Agreement:**

- Grant Agreement
- Cooperative Agreement
- Fire Agreement
- Challenge Cost Share
- CESU Master Agmt # \_\_\_\_\_
- NRDA

**Program:**

- Fisheries Program
- Refuges Program
- Ecological Services Program
- Science Applications
- Migratory Birds
- National Wetlands Inventory

**Type of Organization:**

- State Government
- Tribal
- Higher Education Inst.
- Local Government
- Non-Profit Organization
- For Profit Organization

**Project Period:**

The project period of this award begins on the signature date on this letter through October 1, 2019. Only allowable costs resulting from obligations incurred during the project may be charged to this award. All obligations incurred under the award must be liquidated no later than 90 calendar days after the end of the project period. You must submit a written request to the Service Project Officer identified

in the Project Contacts section below before the end of the stated project period if you need more time to liquidate all obligations.

**Funding:**

This award is funded as follows:

	<u>Service</u>	<u>Recipient</u>
This obligation:	\$34,303.00	\$0.00
<b>Award Total:</b>	<b>\$34,303.00</b>	<b>\$0.00</b>

**System for Award Management (SAM) Registration:** Under the terms and conditions of this award, your organization must maintain an active SAM registration at <https://www.sam.gov/portal/public/SAM/> until the final financial report is submitted or final payment is received, whichever is later. If your organization's SAM registration expires during the required period, the Service will suspend payment under this and all other Service awards to your organization until you update your organization's SAM registration.

**Terms of Acceptance:**

Acceptance of a financial assistance award (i.e., grant or cooperative agreement) from the Service carries with it the responsibility to be aware of and comply with the terms and conditions applicable to the award. Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means. Awards are based on the application submitted to and approved by the Service. Awards are subject to the terms and conditions incorporated into the notice of award either by direct citation or by reference to the following: Federal regulations; program legislation or regulation; and special award terms and conditions. The Federal regulations applicable to Service awards are listed by recipient type in the **Service Financial Assistance Award Terms and Conditions** posted on the Internet at <http://www.fws.gov/grants/>. If you do not have access to the Internet and require a full text copy of the award terms and conditions, contact the Service Project Officer.

**Payments:**

Your organization has completed enrollment in U.S. Treasury's Automated Standard Application for Payment (ASAP) system. When requesting payment in ASAP, your Payment Requestor will be required to enter an Account ID. The number assigned to this award is the partial Account ID in ASAP. When entering the Account ID in ASAP, the Payment Requestor should enter the award number identified in the subject line on letter followed by a percent sign (%). Refer to the ASAP.gov Help menu for detailed instructions on requesting payments in ASAP.

Recipients are responsible for ensuring any sensitive data being sent to the Service is protected during its transmission/delivery. The Service strongly recommends recipients use the most secure transmission/delivery method available. The Service recommends the following digital transmission methods: secure digital faxing; encrypted emails; emailing a password protected zipped/compressed file attachment in one email followed by the password in a second email; or emailing a zipped/compressed file attachment. The Service strongly encourages recipients sending sensitive data in paper copy to use a courier mail service. Recipients may also contact the Service Project Officer and provide any sensitive data over the telephone.

**Reporting Requirements:**

**Financial and Performance Reporting Requirements:**

Annual interim financial and performance reports and final financial and performance reports are required under this award. The report periods and due dates under this award are:

<b>Report:</b>	<b>Report Period:</b>	<b>Report Due Date:</b>
Interim financial & performance	10/1/2014 – 10/1/2015	12/31/2015
Interim financial & performance	10/1/2015 – 10/1/2016	12/31/2016
Interim financial & performance	10/1/2016 – 10/1/2017	12/31/2017
Interim financial & performance	10/1/2017 – 10/1/2018	12/31/2018
Final financial	10/1/2018 – 10/1/2019	12/31/2019
Final performance	10/1/2018 – 10/1/2019	12/31/2019

Recipients must use the Standard Form (SF) 425, *Federal Financial Report* form for all financial reporting. This form is available at [http://www.whitehouse.gov/omb/grants\\_forms/](http://www.whitehouse.gov/omb/grants_forms/).

Performance reports must contain: 1) a comparison of actual accomplishments with the goals and objectives of the award as detailed in the approved scope of work; 2) a description of reasons why established goals were not met, if appropriate; and 3) any other pertinent information relevant to the project results. Please include the Service award number provided in the subject line of this letter on all reports.

Financial and performance reporting due dates may be extended by the Service upon receipt of a written request addressed to the Service Project Officer identifying the type of report to be extended, the requested revised due date, and a justification for the extension. The Service Project Officer may approve an additional extension if justified by a catastrophe that significantly impairs the recipient's operations. Requests for reporting due date extensions must be received by the Service Project Officer no later than one day before the original reporting due date.

**Significant Developments Reports:**

Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, notify the Service Project Officer in writing as soon as the following types of conditions become known:

- Problems, delays, or adverse conditions that will materially impair the ability to meet the objective of the Federal award. This disclosure must include a statement of any corrective action(s) taken or contemplated, and any assistance needed to resolve the situation.
- Favorable developments that enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

**Project Plan and Budget Amendments:**

Recipients are permitted to re-budget within the approved direct cost budget to meet unanticipated requirements and may make limited program changes to the approved project. However, certain types of post-award changes in budgets and projects shall require the *prior written approval* of the Service Project Officer. State, local, or Indian tribal governments must refer to 43 CFR 12.70 for additional information on the types of changes that require prior written approval. Commercial organizations, institutions of higher education, hospitals and other non-profit organizations must refer to 43 CFR 12.925 for additional information on the types of changes that require prior written approval.

**Project Period Extensions:**

If additional time is needed to complete the approved project, you must send written notice to the Service Project Officer. This notice must be received by the Service Project Officer at least 60 calendar days before the authorized project period end date, and must include supporting reasons and revised end date. Extensions for time cannot be authorized for the purpose of spending an unused balance of funds that remains after the approved project activities have been completed.

**Project Contacts:**

**The Service Project Officer for this award is:**

Susan Wynn and/or David Zoutendyk  
Carlsbad Fish and Wildlife Office  
2177 Salk Avenue, Suite 150  
Carlsbad, CA 92008

**The Recipient Project Officer for this award is:**

Jeanne Krosch  
City of San Diego, Planning Department  
1200 Third Avenue, Suite 1400  
San Diego, CA 92129

Please contact Susan Wynn or David Zoutendyk with any questions. Please include the Service award number provided in the subject line of this letter in all written communications.

Sincerely,



Darrin Thome  
Deputy Assistant Regional Director  
Ecological Services

Attachments:

Budget



**BUDGET INFORMATION - Non-Construction Programs**

**SECTION A - BUDGET SUMMARY**

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		Total (g)
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	
1. Create and implement City of San Diego vernal pool habitat conservation plan	15.657	\$	\$	\$ 34,303.00	\$	\$ 34,303.00
2.						
3.						
4.						
<b>5. Totals</b>		\$	\$	\$ 34,303.00	\$	\$ 34,303.00

**SECTION B - BUDGET CATEGORIES**

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1)	(2)	(3)	(4)	
	(1) Create and implement City of San Diego vernal pool habitat conservation plan				
a. Personnel	\$ 34,303.00	\$	\$	\$	\$ 34,303.00
b. Fringe Benefits					
c. Travel					
d. Equipment					
e. Supplies					
f. Contractual					
g. Construction					
h. Other					
i. Total Direct Charges (sum of 6a-6h)	\$ 34,303.00				\$ 34,303.00
j. Indirect Charges					
k. TOTALS (sum of 6i and 6j)	\$ 34,303.00	\$	\$	\$	\$ 34,303.00
7. Program Income	\$	\$	\$	\$	\$

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**SECTION C - NON-FEDERAL RESOURCES**

(a) Grant Program		(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS
8.	Create and implement City of San Diego vernal pool habitat conservation plan	\$	\$	\$	\$
9.					
10.					
11.					
12.	TOTAL (sum of lines 8-11)	\$	\$	\$	\$

**SECTION D - FORECASTED CASH NEEDS**

		Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13.	Federal	\$	\$	\$	\$	\$
14.	Non-Federal	\$				
15.	TOTAL (sum of lines 13 and 14)	\$	\$	\$	\$	\$

**SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT**

(a) Grant Program		FUTURE FUNDING PERIODS (YEARS)			
		(b) First	(c) Second	(d) Third	(e) Fourth
16.	Create and implement City of San Diego vernal pool habitat conservation plan	\$	\$	\$	\$
17.					
18.					
19.					
20.	TOTAL (sum of lines 16 - 19)	\$	\$	\$	\$

**SECTION F - OTHER BUDGET INFORMATION**

21. Direct Charges:

22. Indirect Charges:

23. Remarks:



RESOLUTION NUMBER R- 306373  
DATE OF FINAL PASSAGE DEC 07 2010

BUDGET REALLOCATION FOR PARK AND RECREATION  
DEPARTMENT OPEN SPACE DIVISION VERNAL POOL  
PRESERVATION PROJECTS.

WHEREAS, the City's Park and Recreation Open Space Division has been tasked with the ongoing maintenance and preservation of vernal pools citywide; and

WHEREAS, the Vernal Pool Preservation Program (VPPP) was adopted by City Council on June 17, 1980 and a fund was established for the purchase, research, and maintenance of vernal pools and the associated habitats; and

WHEREAS, on March 26, 1991, the City Council approved a development agreement with Bob Baker Enterprises, which required Bob Baker Enterprises to provide \$100,000 for the management, maintenance, and preservation of a 19.1-acre parcel known as the Carroll Canyon Vernal Pool Preserve (CCVPP); and

WHEREAS, as part of a recent settlement agreement, Southview, LLC agreed to contribute \$25,000 to the City of San Diego for implementation of a vernal pool species Habitat Conservation Plan; and

WHEREAS, when the City transferred to its new accounting system, the VPPP and CCVPP funds were closed; and

WHEREAS, these funds need to be re-established to allow continued management, maintenance, and preservation of the vernal pool sites; NOW, THEREFORE,

BE IT RESOLVED, by the Council of the City of San Diego, as follows:

1. That the Chief Financial Officer is authorized to transfer \$434,813 of appropriations from the General Fund Appropriated Reserve (Department 9915) to the Park and Recreation Department (Department 1714) within the General Fund (Fund 100000).

2. That the Chief Financial Officer is authorized to transfer \$159,813 from the General Fund, Park and Recreation Department (Department 1714, Fund 100000) to the Carroll Canyon Vernal Pool Management Fund (Fund 200407).

3. That the Chief Financial Officer is authorized to appropriate and expend \$159,813 in the Carroll Canyon Vernal Pool Management Fund (Fund 200407) for the purpose of providing management, maintenance, and preservation of the Carroll Canyon vernal pool preserve.

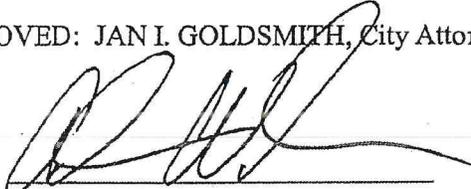
4. That the Chief Financial Officer is authorized to transfer \$275,000 from the General Fund, Park and Recreation Department (Department 1714, Fund 100000) to the Vernal Pool Preservation Program Fund (Fund 200400).

5. That the Chief Financial Officer is authorized to transfer \$25,000 from Developer Contributions-Non CIP (Fund 400268) to the Vernal Pool Preservation Program (Fund 200400).

6. That the Chief Financial Officer is authorized to appropriate and expend \$300,000 in the Vernal Pool Preservation Program Fund (Fund 200400) for the purpose of purchase, research, and maintenance of vernal pools and implementation of the vernal pool habitat conservation plan.

APPROVED: JAN I. GOLDSMITH, City Attorney

By

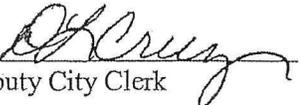


Adam R. Wander  
Deputy City Attorney

ARW:js  
11/04/2010  
Or.Dept: Park & Rec  
R-2011-455  
PL Doc#73203

I hereby certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of NOV 30 2010

ELIZABETH S. MALAND  
City Clerk

By   
Deputy City Clerk

Approved: 12-7-10  
(date)

  
JERRY SANDERS, Mayor

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

\_\_\_\_\_  
JERRY SANDERS, Mayor



**AGREEMENT BETWEEN THE CITY OF SAN DIEGO  
AND AECOM TECHNICAL SERVICES, INC.  
FOR CONSULTING SERVICES**

THIS Agreement is made and entered into between the City of San Diego, a municipal corporation [City], and AECOM Technical Services, Inc. [Consultant] for the Consultant to provide Professional Services to the City for

**ARTICLE I**

**PROFESSIONAL SERVICES**

1. **Scope of Services.** The Consultant shall provide Services to the City for Technical/Environmental Analysis Services for the Vernal Pool Habitat Conservation Plan (HCP) at the direction of the City.

**ARTICLE II**

**DURATION OF AGREEMENT**

**2.1 Term of Agreement.** This Agreement shall be effective on the date it is executed by the last Party to sign the Agreement, and approved by the City Attorney in accordance with San Diego Charter Section 40. Unless otherwise terminated, it shall be effective until completion of the Scope of Services or September 30, 2014 whichever is the earliest but not to exceed five years unless approved by City ordinance.

**2.2 Time of Essence.** Time is of the essence for each provision of this Agreement, unless otherwise specified in this Agreement.

**2.3 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. Consultant will be entitled to fair and reasonable compensation for all Professional Services completed in compliance with this Agreement prior to the notice of termination.

**2.4 City's Right to Terminate for Default.** If the Consultant fails to satisfactorily 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.

### ARTICLE III

#### COMPENSATION

**3.1 Amount of Compensation.** The City shall pay the Consultant for performance of all Professional Services rendered in accordance with the scope of work in Section 1 of this Agreement, including reasonably related expenses for a total not to exceed eighty-one thousand two hundred fifty-one dollars and eleven cents (\$81,251.11). The compensation for the Scope of Services shall not exceed eighty-one thousand two hundred fifty-one dollars and 11 cents (\$81,251.11) and the compensation for Additional Expenses, if any, shall not exceed (\$0).

**3.2 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.

**3.3 Manner of Payment.** The City shall pay the Consultant MONTHLY INVOICING. For the duration of this Agreement, the Consultant shall not be entitled to fees, including fees for expenses, that exceed the amounts specified in 3.1. The Consultant shall submit invoices in accordance 3.1 which shall include a description of completed Professional Services. The City will pay undisputed portions of the invoice within thirty (30) calendar days of receipt.

### 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 technical/environmental consultant 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 Council, Mayor, 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 Maintenance of Records.** The Consultant shall maintain books, records, logs, documents and other evidence sufficient to record all actions taken with respect to the rendering of the Professional Services for the Project, throughout the performance of the Professional Services and for a period of ten years following completion of the Professional Services for the Project. The Consultant further agrees to allow the City to inspect, copy, and audit such books, records, documents and other evidence at all reasonable times.

**4.3 Insurance.** The Consultant shall not begin any work under this Professional Services 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 below; 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 insurance company or companies; and (c) confirmed that all policies contain the specific provisions required below. 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. 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. 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:

**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.

**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).

**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.

**4.3.2 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.** 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.

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.

#### **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.

SEVERABILITY OF INTEREST. The policy or policies must be endorsed to provide that the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

#### **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.

SEVERABILITY OF INTEREST. The policy or policies must be endorsed to provide that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

#### **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.

**4.4 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 (Attachment "A").

**4.5 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.

#### **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. 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 Sub-consultants 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 Sub-consultants. The Consultant's hiring or retaining of any Sub-consultant to perform services is subject to prior written approval by the City. Should the Consultant retain Sub-consultants with the City's written approval, the Consultant shall comply with all Equal Opportunity Contracting (EOC) requirements. For applicable rules and forms see <http://www.sandiego.gov/eoc/index.shtml>.

**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 Sub-consultants, vendors or suppliers. The Consultant shall provide equal opportunity for Sub-consultants to participate in sub-consulting 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, and other sanctions. This language shall be in contracts between the Consultant and any Sub-consultants, 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 Sub-consultants, 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 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.

**4.8 Vendor Registration Form.** All prospective consultants and sub-consultants, as well as existing consultants and sub-consultants, are required to complete and submit the online Contractor/Vendor Registration form. Registration will be a prerequisite for the following: submission of future consultant agreements or sub-consultant agreements for City projects; acceptance of all future consultant bills and invoices submitted to the City; and award of all future contracts issued by the City. The Consultant can register at <http://www.sandiego.gov/purchasing/vendor/index.shtml>. Contractor/Vendor Registration shall remain valid for two years from the date the registration form is originally submitted, and must be renewed at that time.

**4.9 Business Tax License.** Any company doing business with the City of San Diego is required to comply with Section 31.0301 of the San Diego Municipal Code regarding Business Tax. For more information please visit the City of San Diego website at [www.sandiego.gov/treasurer/](http://www.sandiego.gov/treasurer/) or call (619) 615-1500.

The City requires that each Contractor to provide a copy of their Business Tax License, or a copy of their application receipt. Failure to provide the required documents with this agreement may result in a Consultant being declared non-responsive and rejected.

**4.10 Submittals.** Failure to provide the required submittals listed below with the agreement shall delay completion of the agreement, and therefore, commencement of scope of work and payments to Consultant.

- Complete Insurance Certificates with all Endorsements per Section 4.3;
- Signed Drug Free Workplace Form per 4.4 (Form Attached);
- Online Vendor Registration per 4.8 (Form attached);
- Business Tax License per Section 4.9;
- Taxpayer Identification Number (W-9) as specified in City of San Diego General Provisions, Section C, paragraph 15, if not currently on file. (<http://www.irs.gov/formspubs/lists>);
- Vendor Registration Form (attached);
- Workforce Form (attached).

**4.11 Equal Benefits Ordinance.** This Contract 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, Contractor must certify it will provide and maintain equal benefits as defined in SDMC §22.4302 for the duration of the Contract [SDMC §22.4304(f)] (use form in Forms Section). Failure to maintain equal benefits is a material breach of the Contract [SDMC §22.4304(e)]. Contractor must notify employees of Contractor's 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 this Contract, Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners.
- Contractor also shall give the City access to documents and records sufficient for the City to verify the Contractor is providing equal benefits and otherwise complying with EBO requirements.
- The full text of the EBO and the Rules Implementing the Equal Benefits Ordinance are posted on the City's website at [www.sandiego.gov/purchasing/](http://www.sandiego.gov/purchasing/) or can be requested from the Equal Benefits Program at (619) 533-3948.

## ARTICLE V

### INDEMNIFICATION

**5.1 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.

**5.2 Insurance.** The provisions of this Article are not limited by the requirements of Section 4.3 related to insurance.

**5.3 Enforcement Costs.** The Consultant agrees to pay any and all costs the City incurs enforcing the indemnity and defense provisions set forth in this Article.

## ARTICLE VI

### MISCELLANEOUS

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

**6.2 Independent Consultants.** The Consultant and any Sub-consultants employed by the Consultant shall be independent consultants 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.

**6.3 Jurisdiction and Venue.** 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.

**6.4 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.

**6.5 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:

City of San Diego  
Development Services Department  
Ms. Jeanne Krosch  
1222 First Avenue, MS 413  
San Diego, CA 92101  
(619) 236-7225  
jkrosch@sandiego.gov

and notice to the Consultant shall be addressed to:

AECOM  
Ms. Lindsey Cavallaro  
1420 Kettner Boulevard, Suite 500  
San Diego, CA 92101  
(619) 233-1454  
Lindsey.cavallaro@aecom.com

**6.6 Product Endorsement.** The Consultant shall conform to the City's Administration Regulation 95.65 concerning product endorsement which requires that any advertisement referring to the City as a user of a product or service will require the prior written approval of the City Manager.

**6.7 Ownership of Documents.** The City reserves full rights of ownership of all finished or unfinished documents, data, studies, surveys, reports and other material prepared by Consultant under this Agreement.

**6.8 Integration/Amendments.** This Agreement represents the entire understanding of the City and the Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by both parties.

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

**IN WITNESS WHEREOF**, this Agreement is executed by the City of San Diego, acting by and through its Mayor or designee, pursuant to San Diego City Charter Section 265 authorizing such execution, and by the Consultant, AECOM.

I HEREBY CERTIFY that I can legally bind AECOM and that I have read all of this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**TERI FENNER**

BY: Teri Fenner  
CONSULTANT

DATE: 10/11/2013

**CITY OF SAN DIEGO  
A MUNICIPAL CORPORATION**

BY: Dennis Gakunga  
DENNIS GAKUNGA Purchasing Agent

DATE 10/18/13

I HEREBY APPROVE the form and legality of the foregoing Agreement this 18<sup>th</sup> day of Oct., 2013.

**Jan Goldsmith, City Attorney:**

By: Heidi Ruble

DATE SIGNED 10/18/13  
Deputy City Attorney

**Exhibit A**  
**Scope of Work**  
**City of San Diego Vernal Pool Habitat Conservation Plan**  
**Supplemental Technical Analysis**  
**September 23, 2013**

**PROJECT BACKGROUND**

The City of San Diego (City) is in the process of preparing a Vernal Pool Habitat Conservation Plan (VPHCP). AECOM has supported the City's VPHCP process (under a previous contract with the San Diego Association of Governments [SANDAG]) by preparing a series of Technical White Papers (TWPs) that focus on seven target vernal pool species to be covered by the VPHCP. The seven focal species, including two crustaceans and five plants, are:

- Riverside fairy shrimp (*Streptocephalus wootoni*)
- San Diego fairy shrimp (*Branchinecta sandiegonensis*)
- Otay mesa mint (*Pogogyne nudiuscula*)
- San Diego mesa mint (*Pogogyne abramsii*)
- Spreading navarretia (*Navarretia fossalis*)
- San Diego button-celery (*Eryngium aristulatum* var. *parishii*)
- California Orcutt grass (*Orcuttia californica*)

The TWPs that AECOM has prepared are as follows:

- TWP 1: Focal Species Status Update in the City of San Diego
- TWP 2: Assessment of Focal Species Conservation
- TWPs 3 & 4: Adaptive Management and Monitoring Strategy for the City of San Diego Vernal Pool Habitat Conservation Plan
- TWP 5: Cost Evaluation for Implementation of Management and Monitoring
- TWP 6: Recommendations for Conditions of Coverage
- TWP 7: Draft Conservation Analysis

The TWPs evaluate the coverage provided by the VPHCP for the seven focal species under three alternative VPHCP Preserve boundaries: No Project – Baseline, Proposed Project, and Expanded Conservation. The analysis within the TWPs is based on a specific, defined Preserve boundary for each alternative. The preferred Preserve boundary (Proposed Project) and two alternatives (Baseline and Expanded Conservation) were developed by the City in coordination with US Fish and Wildlife Service and California Department of Fish and Wildlife (the Wildlife Agencies).

AECOM completed the seven TWPs under the contract with SANDAG and presented the findings to the public in August 2012. AECOM's contract with SANDAG is now expired.

## **PROJECT DESCRIPTION**

Following AECOM's completion of the TWPs, the City, in coordination with the Wildlife Agencies, has made Preserve boundary changes to the three alternatives (Baseline, Proposed Project, and Expanded Conservation Alternative). The Preserve boundary changes alter the area and number of vernal pools (and associated focal species) that would be covered by the VPHCP under the three Preserve alternatives. The City has requested that AECOM perform a supplemental technical analysis of the three revised Preserve boundary alternatives in support of the City's preparation of the Administrative Draft of the VPHCP.

## **SCOPE OF WORK**

AECOM's scope of work for the VPHCP supplemental technical analysis is outlined below.

### **Task 1 – Project Management**

- Perform project management duties including, but not limited to, preparation, review, and submittal of monthly invoices; coordination with the City regarding scope, schedule, project status, and other project-related issues/concerns; coordination with internal project staff; and project quality and schedule control.

### **Task 1 Assumptions**

- AECOM will provide monthly invoice status reports documenting progress on each task.

### **Task 2 – Update TWP 2 Analysis**

Under Task 2, AECOM will:

- Attend one meeting (up to 4 hours) with agencies to finalize the three alternative Preserve boundaries.
- Receive shape files for the final Preserve alternative boundaries and Preserve conservation levels (75%, 94%, and 100%) from City before proceeding with the analysis.
- Perform data quality control
- Perform overlay analysis for 75%, 94%, and 100% conservation level for the revised Project and Expanded Conservation Alternative boundaries.
- Create multiple pivot tables based on the revised boundaries to organize and analyze new data for tables in TWP 2.
- Revise data in three TWP 2 Attachment A tables for the area of analysis for the three alternative Preserve boundaries, including (where applicable):
  - Complex names
  - Complex IDs
  - Conservation level
  - Total number of vernal pools
  - Total vernal pools conserved based on conservation level
  - Surface areas of pools
  - Surface areas of conserved pools

- Pool status within or outside of the Preserve and within or outside of City jurisdiction
- Number of focal species pools for all seven focal species
- Number of private pools
- Surface area of private pools
- Number of City pools
- Surface area of City pools
- Presence of critical habitat for Riverside fairy shrimp, San Diego fairy shrimp, and spreading navarretia
- Percent of total focal species pools conserved
- Revise seven (7) data tables from TWP 2, including the critical habitat analysis and gap analysis for the three alternative Preserve boundaries. These revisions will require additional analysis beyond Attachment A tables.
- Respond to one round of comments from the City and the Wildlife Agencies on the revised analysis and tables for TWP 2.

### **Task 2 Assumptions**

- The City is responsible for preparing a final data set with the three alternative Preserve boundaries and conservation areas. AECOM will not prepare or modify any data layers required for the VPHCP analysis.
- There will be no changes to Preserve boundaries or conservation areas after receipt of the final data layers from the City.
- There will be minor changes to the Baseline Alternative (i.e., addition of and/or minor changes to up to 5 sites containing vernal pools).
- Preserve boundary changes for the proposed Project and Expanded Conservation Alternative related to the revised analysis are generally limited to South Otay Mesa and Montgomery Field areas.
- No revisions will be made to the TWP 2 text.

### **Task 3 – Update TWP5 Cost Analysis**

Under Task 2, AECOM will:

- Update the cost analysis in TWP 5 (Attachment A) for the three alternative Preserve boundaries based on the revised analysis in TWP 2.
- Revise eight (8) cost analysis tables from TWP 5.
- Respond to one round of comments from the City and the Wildlife Agencies on the revised analysis and tables for TWP 5.

### **Task 3 Assumptions**

- No revisions will be made to the TWP 5 text.
- AECOM will not revise TWP 8 text or tables (prepared previously by SANDAG).

### **Task 4 – Supplemental Conservation Analysis and Conditions of Coverage**

Under Task 4, AECOM will:

- Prepare a supplemental conservation analysis that will be a stand-alone document but will be based on the analysis and discussion in Draft TWP 7. The supplemental analysis will include an update to the tables presented in TWP 7, a discussion of the revised analysis, and updated conditions of coverage, where applicable, based on revisions to the three alternative Preserve boundaries.
- Respond to one round of review and comments from the City and Wildlife Agencies.
- Attend one meeting (up to 4 hours) to review and discuss City and Wildlife Agency comments on the draft supplemental analysis.

#### **Task 4 Assumptions**

- The supplemental conservation analysis will not be reviewed by the Scientific Reviewers or the public as part of this scope of work.

#### **Task 5 – VPHCP As-Needed Technical Support**

Under Task 5, AECOM will:

- Provide as-need technical support to the City during preparation of the VPHCP. Support tasks may include, but are not limited to, the following:
  - Meeting attendance and conference calls with the City, Wildlife Agencies, or other stakeholders
  - Preparation of Draft VPHCP sections
  - Preparation of Draft EIR sections
- Attend up to 2 full-day meetings (8 hours) with the City and Wildlife Agencies during preparation of the Administrative Draft VPHCP.

#### **Task 5 Assumptions**

- Assume up to 260 hours of total technical staff time (Project Manager, Senior Biologist, Planner II, and/or GIS Specialist) for as-needed technical support under Task 5 (plus some project administrative/support staff time). If additional time is needed to support the City, a contract amendment will be necessary.
- AECOM will not proceed on any work under Task 5 without written agreement (via email) between AECOM and the City.

#### **General Scope Assumptions**

- AECOM's performance and completion of this scope of work is contingent upon the City's timely delivery to AECOM of the final revised alternative boundaries and conservation area shape files (assumed by October 11, 2013). Upon SANDAG's receipt of these deliverables, AECOM will commence the project analysis for Task 1. Delay in receipt of the final preserve boundaries (Project and Expanded Conservation Alternative) will delay project deliverables.
- AECOM will not be responsible for adding, modifying, or analyzing any additional data after receipt of the final data layers from the City.
- No additional analysis will be required once AECOM commences preparation of the project work.
- No fieldwork or additional data gathering will be performed by AECOM.

- A total of 313 labor hours are assumed for AECOM staff for work under Tasks 1 through 4. If additional labor hours are necessary, as agreed upon between AECOM and the City, then the work could be performed under Task 5.
- All AECOM deliverables will be provided to the City in digital format (Word, Excel, or PDF). No hard copies will be provided.
- The City will be responsible for scheduling all meetings and preparing agendas and meeting minutes.

## SCHEDULE

The anticipated milestone schedule for the scope of work is as follows:

<b>Milestone</b>	<b>Due Date</b>
Notice to Proceed	September 30, 2013
Receipt of Final Preserve Boundary and Conservation Data Files from City	October 11, 2013
Draft TWP 2 and TWP 5 Tables	November 8, 2013
Draft Supplemental Conservation Analysis	November 29, 2013
City Submits Administrative Draft VPHCP	December 31, 2013
Contract Completion	September 30, 2014

## FEE

The fee for the scope of work described above is \$81,250, as summarized in the table below and detailed in Attachment B. AECOM will invoice the City monthly on a time and materials basis. If the total fee is not expended under a certain task, AECOM reserves the right to move remaining funds to other tasks. AECOM will increase billing rates by up to 3% annually.

<b>Task</b>	<b>Fee</b>
Task 1 – Project Management	\$7,082
Task 2 – Update TWP 2 Analysis	\$13,345
Task 3 – Update TWP5 Cost Analysis	\$7,380
Task 4 – Supplemental Conservation Analysis and Conditions of Coverage	\$16,319
Task 5 – VPHCP As-Needed Technical Support	\$37,125.11
<b>Total</b>	<b>\$81,251.11</b>

### Billing Rates, Estimated Hours, and Project Expenses

<b>AECOM</b>	<b>Rate</b>	<b>Hours</b>	<b>Total</b>
Principal-in-Charge	\$270	4	\$1,080
Project Manager/Planner IV	\$145	300	\$43,500
Planner II	\$115	60	\$6,900
Biologist IV	\$145	124	\$17,980
Project Administrative Support	\$90	8	\$720
GIS Specialist II	\$125	63	\$7,875
Technical Editor/Word Processor II	\$100	28	\$2,800
Total AECOM Labor Hours		587	\$80,855
Project Expenses			\$396.11
<b>Total</b>			<b>\$81,251.11</b>

## ATTACHMENT A

### INSURANCE

#### FORWARD THESE REQUIREMENTS TO YOUR INSURANCE AGENT TO ENSURE ACCURACY ON THE INSURANCE CERTIFICATE

*The insurance certificate must be prepared pursuant to the requirements listed below. Failure to comply with these requirements in a timely manner may jeopardize the renewal and/or continuation of this contract.*

1. The **FULL** name of the Company(s) affording coverage must be named on the certificate of insurance. Insurance Company(s) selected **MUST** be authorized to do business in the State of California and rated "A-, VI" or better by the A.M. Best Key Rating Guide. A **Service of Suit Clause** must be furnished in the event a Company is a Surplus Lines Company.
2. **Commercial General Liability** insurance should be written on an ISO Occurrence form CG 00 01 07 98 or an equivalent form. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. (1) The CGL policy shall include wording that the policy is Primary and Non-Contributory.
3. **Commercial Automobile Liability** shall be written on an ISO form CA 00 01 12 90, a later version of this form, or an equivalent form. Insurance certificate shall reflect coverage for any auto.
4. The City of San Diego must be named as **additional insured** on **Commercial General Liability and Automobile Liability** coverage. (A specific City department shall not be named.) The City requires Contractors to submit: (1) an ACORD certificate with Additional Insured Endorsement naming the "City of San Diego, its respective elected officials, officers, employees, agents and representatives" as an additional insured, (2) a separate Additional Insured Endorsement page (CG 2010, CG 2026, or equivalent) also listing the "City of San Diego, its respective elected officials, officers, employees, agents and representatives" as an additional insured.
5. The Worker's Compensation policy must be accompanied by an endorsement for the **Waiver of Subrogation of rights** against the "City of San Diego, its respective elected officials, officers, employees, agents and representatives."
6. The authorized Insurance Agency Representative's original signature is required.
7. A notation of "**All Operations**" or the **Bid/P.O. Number and/or Job Title** must be included on the certificate (one (1) per certificate). (**Note:** The "All Operations" endorsement covers all current and future operations with the City of San Diego. Minimum coverage must be in accordance with bid or contract specifications)
8. **Certificate holder information must read as follows:**

City of San Diego, Purchasing & Contracting Department  
1200 Third Avenue, Suite 200  
San Diego, CA 92101-4195

*ALL said insurance shall be maintained by the Contractor in full force and effect during the ENTIRE PERIOD OF PERFORMANCE under the agreement. Renewal certificates must be received by the Insurance Coordinator, City of San Diego Purchasing & Contracting Department, 1200 Third Ave, Ste 200, San Diego, CA 92101-4195 prior to the expiration date in order to ensure continuation of contracts. (6/08-ydk)*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/09/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Marsh Risk & Insurance Services CA License #0437153 777 South Figueroa Street Los Angeles, CA 90017 Attn: Laoffice.Certrequest@marsh.com 06510 -AECOM-CAS-13/14      sandie   pl      040117	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS:		FAX (A/C, No):
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> AECOM Technical Services, Inc. 1420 Kettner Blvd, Ste 500 San Diego, CA 92101	<b>INSURER A:</b> Zurich American Insurance Company		16535
	<b>INSURER B:</b>		
	<b>INSURER C:</b> Illinois Union Insurance Co		27980
	<b>INSURER D:</b> N/A		N/A
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

**COVERAGES**      **CERTIFICATE NUMBER:** LOS-001573895-01      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			GLO 5965891 05	04/01/2013	04/01/2014	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 1,000,000
								\$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BAP 5965893 05	04/01/2013	04/01/2014	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
C	<b>ARCHITECTS &amp; ENG.</b> <b>PROFESSIONAL LIAB.</b>			EON G21654693 ***CLAIMS MADE**	04/01/2013	10/08/2014	Per Claim/Agg	\$1,000,000
							Defense Included	

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
 RE: AECOM Project No: Consulting Services for Technical/Environmental Analysis Services for the Vernal Pool Habitat Conservation Plan (HCP) FY2014

CITY OF SAN DIEGO IS NAMED AS ADDITIONAL INSURED FOR GL & AL COVERAGES, BUT ONLY AS RESPECTS WORK PERFORMED BY OR ON BEHALF OF THE NAMED INSURED. THE GENERAL LIABILITY POLICY IS PRIMARY AND SHALL NOT CONTRIBUTE TO INSURANCE MAINTAINED BY THE ADDITIONAL INSURED(S) IN CONNECTION WITH THE WORK PERFORMED BY OR FOR THE NAMED INSURED.

<b>CERTIFICATE HOLDER</b> City of San Diego Development Services Department Attn: Ms. Jeanne Krosch 1222 First Avenue, MS 413 San Diego, CA 92101	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE of Marsh Risk & Insurance Services David Denihan
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# CERTIFICATE OF LIABILITY INSURANCE

4/1/2014

DATE (MM/DD/YYYY)

10/8/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Lockton Insurance Brokers, LLC License #0F15767 4275 Executive Square, Suite 600 La Jolla CA 92037 (858) 587-3100	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> 1075642 AECOM Technology Corporation AECOM Technical Services, Inc. 1420 Kettner Blvd., Ste. 500 San Diego, CA 92101	<b>INSURER A:</b> Travelers Property Casualty Co of America <span style="float: right;">NAIC # 25674</span>	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES** AECTE01      **CERTIFICATE NUMBER:** 2918361      **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <hr/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ _____			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX
AAA	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	TRJUB-4245B231-13 (MA, WI) TC2JUB-4245B22A-13 (All Other States)	4/1/2013	4/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.  
 Notice of Cancellation applies per attached endorsement. RE: AECOM Project No: Consulting Services for Technical/Environmental Analysis Services for the Vernal Pool Habitat Conservation Plan (HCP) FY2014. Waiver of Subrogation applies per attached endorsement(s) or policy language.

**CERTIFICATE HOLDER****CANCELLATION** See Attachments

<b>2918361</b> City of San Diego Attn: Development Services Department 1222 First Avenue, MS 413 San Diego CA 92101	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

# TRAVELERS

## WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY ENDORSEMENT WC 99 06 11 (A)

POLICY NUMBER: TRJUB-4245B231-13

TC2JUB-4245B22A-13

### NOTICE OF CANCELLATION

Except for non-payment of premium by you, we agree that no cancellation or limitation of this policy shall become effective until the number of days written notice specified in item 2 of the Schedule has been mailed to you and to the person or organization designated in item 1 of the Schedule at the address indicated.

#### SCHEDULE

1. **Name:** Any person or organization to whom you have agreed in a written contract that notice of cancellation or material limitations of this policy will be given but only if:

1. You send us a written request to provide such notice, including the name and address of such person or organization, after the first Named Insured receives notice from us of the cancellation or material limitation of this policy; and

2. We receive such written request at least 14 days before the beginning of the applicable number of days shown in this Schedule.

**Address:** The address for that person or organization included in such written request from you to us

2. **Number of Days Written Notice:** 30 Additional Days

City of San Diego Attn: Development Services Department  
1222 First Avenue, MS 413  
San Diego , CA 92101

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective: 4/1/2013      Policy No. TRJUB-4245B231-13      Endorsement No.  
TC2JUB-4245B22A-13

Insured AECOM Technology Corporation AECOM Technical      Premium \$  
Services, Inc.

Insurance Company Travelers Property Casualty Co of America

TRAVELERS

WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY  
ENDORSEMENT WC 99 03 76 (00)

POLICY NUMBER: TC2JUB-4245B22A-13

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS  
ENDORSEMENT - CALIFORNIA  
(BLANKET WAIVER)

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

ANY PERSON OR ORGANIZATION  
FOR WHOM THE NAMED INSURED  
HAS AGREED BY WRITTEN  
CONTRACT EXECUTED PRIOR TO  
LOSS TO FURNISH THIS WAIVER.

Job Description

## ATTACHMENT B

### EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

#### BIDDER REQUIREMENTS

- I. **City's Equal Opportunity Commitment.** The City of San Diego (City) is strongly committed to equal opportunity for employees and Subcontractors of professional service Proposers doing business with the City. The City encourages its Proposers to share this commitment. Prime Proposers are encouraged to take positive steps to diversify and expand their Subcontractor solicitation base and to offer consulting opportunities to all eligible Subcontractors.
- II. **Nondiscrimination in Contracting Ordinance.** All Proposers and professional service providers doing business with the City, and their Subcontractors, must comply with requirements of the City's *Nondiscrimination in Contracting Ordinance*, San Diego Municipal Code Sections 22.3501 through 22.3517.
  - A. **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 (10) years where a complaint was filed or pending against Proposer in a legal or administrative proceeding alleging that Proposer discriminated against its employees, Subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.
  - B. **Contract Language.** The following language shall be included in contracts for City projects between the Proposer and any Subcontractors, vendors, and suppliers:

Proposer 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. Proposer shall provide equal opportunity for Subcontractors to participate in opportunities. Proposer 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, Proposer agrees to provide to the City, within sixty (60) calendar days, a truthful and complete list of the names of all Subcontractors, vendors, and suppliers that Proposer has used in the past five (5) years on any of its contracts that were undertaken within County of San Diego, including the total dollar amount paid by Proposer for each subcontract or supply contract. Proposer 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. Proposer 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 Proposer up to and including contract termination, debarment and other sanctions for violation of the provisions of the *Nondiscrimination in Contracting Ordinance*. Proposer 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.** Proposers shall comply with requirements of San Diego Ordinance No. 18173, Section 22.2701 through 22.2707, Equal Employment Opportunity Outreach Program. Proposers shall submit with their proposal a *Work Force Report* for approval by the Program Manager of the City of San Diego Equal Opportunity Contracting Program (EOCP).

- A. Work Force Report. If based on a review of the *Work Force Report* (Attachment AA) submitted an EOCP staff Work Force Analysis determines there are under representation when compared to County Labor Force Availability data, then the Proposer will also be required to submit an *Equal Employment Opportunity (EEO) Plan* to the Program Manager of the City of San Diego Equal Opportunity Contracting Program (EOCP) for approval
- B. Equal Employment Opportunity Plan. If an *Equal Employment Opportunity Plan* is required, it must include at least the following assurances that:
1. The Proposer will maintain a working environment free of discrimination, harassment, intimidation and coercion at all sites and in all facilities at which the Proposer's employees are assigned to work;
  2. A responsible official is designated to monitor all employment related activity to ensure the Proposer's EEO Policy is being carried out and to submit reports relating to EEO provisions;
  3. Proposer 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 Proposer reviews, at least annually, all supervisor's adherence to and performance under the EEO Policy and maintains written documentation of these reviews;
  5. The Proposer discusses its EEO Policy Statement with Subcontractors 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 Proposer documents and maintains a record of all bid solicitations and outreach efforts to and from Subcontractors, Proposer associations and other business associations;
  7. The Proposer 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 Proposer disseminates its EEO Policy to union and community organizations;

9. The Proposer provides immediate written notification to the City when any union referral process has impeded the Proposer's efforts to maintain its EEO Policy;
10. The Proposer 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 Proposer 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 Proposer encourages all present employees, including people of color and women employees, to recruit others;
13. The Proposer maintains all employment selection process information with records of all tests and other selection criteria;
14. The Proposer 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 Proposer's employment needs;
15. The Proposer 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 Proposer 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 Proposer 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 Proposer is encouraged to participate in voluntary associations, which assist in fulfilling one or more of its non-discrimination obligations. The efforts of a Proposer association, Proposer/community professional association, foundation or other similar group of which the Proposer is a member will be considered as being part of fulfilling these obligations, provided the Proposer actively participates.

**IV. Equal Opportunity Contracting.** Prime Proposers are encouraged to take positive steps to diversify and expand their Subcontractor solicitation base and to offer contracting opportunities to all eligible Subcontractors. To support its Equal Opportunity Contracting commitment, the City has established a voluntary *Small Emerging Local Business Program participation level*.

A. Small Emerging Local Business Program Participation Level

Prime vendors/contractors/consultants are encouraged to take positive steps to diversify and expand their Small Local Business Enterprises (SLBE)/ Emerging Local Business Enterprises (ELBE) solicitation base and to offer contracting opportunities to all eligible small emerging local businesses. To support its Equal Opportunity Contracting commitment, the City has established participation level(s) as defined in the following website, <http://www.sandiego.gov/eoc/boc/slbe.shtml>.

1. All professional services contracts valued over \$50,000 or more have a voluntary SLBE/ELBE goal of 20%. Details can be found in the website above.
2. For all goods and services contracts valued over \$50,000, the City shall apply a 2% bid discount for either: 1) SLBE/ELBE prime contractors or 2) Prime contractors meeting the 20% voluntary SLBE/ELBE goal. The discount will not apply if the award to the discounted bidder would result in a total contract cost of \$10,000 in excess of the low, non-discounted bidder. Details can be found in the website above.

B. Contract Activity Reports. To permit monitoring of the winning Proposer's commitment to achieving compliance, *Contract Activity Reports* (Attachment BB) reflecting work performed by Subcontractors/Subconsultants/Vendors 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 subcontracting opportunities available to all interested and qualified firms including SLBE/ELBE/DBE/MBE/WBE/DVBE/OBE.
2. **Past Participation Levels.** Listing of Proposer's Subcontractor participation levels achieved on all private and public projects within the past three (3) years. Include name of project, type of project, value of project, Subcontractor firm's name, percentage of Subcontractor firm's participation, and identification of Subcontractor firm's ownership as a certified Small or Emerging Local Business Enterprise, Woman Business Enterprise, 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. In accordance with the City's Equal Opportunity Commitment, EOCP will 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 including SLBE/ELBE/DBE/MBE/WBE/DVBE/OBE.
  2. Past Participation Levels. Proposer's Subcontractor participation levels achieved on all private and public projects within the past three (3) 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 Subcontractors/Subconsultants.** Proposers are required to submit a *Subcontractor List* with their proposal.

- A. Subcontractors List. The *Subcontractor 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 Subcontractor/Subconsultant.
1. Subcontractors, Subconsultants and Vendors must be named on the *Subcontractors List* if they receive more than one-half of one percent (0.5%) of the Prime Proposer's fee.
- B. Commitment Letters. Proposer shall also submit Subcontractor *Commitment Letters* on Subcontractor's letterhead, no more than one page each, from all proposed Subcontractors 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(s). 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(s). 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(s).

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

**Emerging Local Business Enterprise (ELBE)** – Any for-profit enterprise that is not a broker, that is independently owned and operated; that is not a subsidiary of another business; that meets the definition of a local business; and that is not dominant in its field of operation whose average gross annual receipts in the prior three fiscal years do not exceed:

1. \$2.75 million – Construction
2. \$1.5 million – Specialty Construction
3. \$1.5 million – Goods/Materials/Services
4. 1.0 million – Trucking
5. \$750,000 – Professional Services and Architect/Engineering

If a business has not existed for 3 years, the gross sales limits described above shall be applied based upon the annual averages over the course of the existence of the business.

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

**Small Local Business Enterprise (SLBE)** – Any for-profit enterprise that is not a broker, that is independently owned and operated; that is not a subsidiary of another business; that meets definition of a local business; and that is not dominant in its field of operation whose average gross annual receipts in the prior three fiscal years do not exceed:

- \$5.0 million – Construction
- \$3.0 million – Specialty Construction
- \$3.0 million – Goods/Materials/Services

- \$2.0 million – Trucking
- \$1.5 million – Professional Services and Architect/Engineering

California State certified Micro and Disabled Veteran Owned business enterprises shall also satisfy the requirements to be defined as a Small Business Enterprise.

If a business has not existed for 3 years, the employment and gross sales limits described above shall be applied based upon the annual averages over the course of the existence of the business.

**VIII. Certification.**

Below are the EOC – accepted certification agencies along with certifiable groups:

City of San Diego:

ELBE, SLBE

Caltrans:

DBE, SMBE, SWBE

Dept. of General Services:

DVBE

CA Public Utilities Commission:

MBE, WBE

City of Los Angeles:

DBE, WBE, MBE

SD Regional Minority Supplier Diversity Council:

MBE, WBE

**IX. List of Attachments.**

AA. Work Force Report

BB. Subcontractors List

CC. Contract Activity Report



City of San Diego  
**EQUAL OPPORTUNITY CONTRACTING (EOC) PROGRAM**  
1200 Third Avenue • Suite 200 • San Diego, CA 92101  
Phone: (619) 236-6000 • Fax: (619) 236-5904

**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: AECOM Technical Services, Inc.

AKA/DBA: AECOM

Address (Corporate Headquarters, where applicable): 555 S. Flower Street, Suite 3700

City Los Angeles County Los Angeles State CA Zip 90071

Telephone Number: (213) 593.8000 FAX Number: (213) 593.8178 Name of CEO: John Dionisio

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

Address: 1420 Kettner Boulevard

City San Diego County San Diego State CA Zip 92101

Telephone Number: (619) 233.1454 FAX Number: (619) 233.0952

Type of Business: Environmental Type of License: Business License No. 2011011770

The Company has appointed; Renaee Coleman, Director of Human Resources, West Region

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: 717 17th Street, Suite 2600, Denver, CO, 80202

Telephone Number: (303) 228-3083 FAX Number: (303) 228-3001

- 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 AECOM Technical Services, Inc.

*(Firm Name)*

San Diego, CA hereby certify that information, provided

*(County)* *(State)*

herein, is true and correct. This document was executed on this 30th day of January, 2013.

Richard Leja, Vice President  
*(Contractor Representative)* *(Print Name, Title, and Signature)*

Work Force Report

WORK FORCE REPORT – NAME OF FIRM: AECOM DATE: 01.30.13

OFFICE(S) or BRANCH (ES): San Diego County, CA COUNTY: San Diego, CA

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

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

OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial			1		5						20	7	2	
Professional														
A&E, Science, Computer	1	2	8	4	4	5			2		81	51	2	4
Technical	1		7	1	1		5	2	1		33	19	6	3
Sales														
Administrative Support				1	1	2					1	8		1
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column	2	2	16	6	11	7	5	2	1	2	135	85	10	8
--------------------	---	---	----	---	----	---	---	---	---	---	-----	----	----	---

Grand Total All Employees 292

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

Work Force Report



# CITY OF SAN DIEGO WORK FORCE REPORT

## HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (Black, Hispanic, Asian, American Indian, Filipino) for each occupation. Currently, our CLFA data is taken from the 2000 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

## WORK FORCE & BRANCH WORK FORCE REPORTS

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

Force Reports representing your firm from each of the three counties.

## MANAGING OFFICE WORK FORCE

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

## TYPES OF WORK FORCE REPORTS:

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

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

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

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

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

### **Management & Financial**

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

### **Professional**

Art and Design Workers
Counselors, Social Workers, and Other Community and Social Service Specialists

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

**Architecture & Engineering, Science, Computer**

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

**Technical**

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

**Sales**

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

**Administrative Support**

Financial Clerks
Information and Record Clerks
Legal Support Workers
Material Recording, Scheduling, Dispatching, and Distributing Workers
Other Education, Training, and Library Occupations
Other Office and Administrative Support Workers
Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support Workers

**Services**

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

**Crafts**

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

**Operative Workers**

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

**Transportation**

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

**Laborers**

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

## Exhibit B: Work Force Report Job categories-Trade

### Brick, Block or Stone Masons

Brickmasons and Blockmasons
Stonemasons

### Carpenters

### Carpet, floor and Tile Installers and Finishers

Carpet Installers
Floor Layers, except Carpet, Wood and Hard Tiles
Floor Sanders and Finishers
Tile and Marble Setters

### Cement Masons, Concrete Finishers

Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

### Construction Laborers

### Drywall Installers, Ceiling Tile Inst

Drywall and Ceiling Tile Installers
Tapers

### Electricians

### Elevator Installers and Repairers

### First-Line Supervisors/Managers

First-line Supervisors/Managers of Construction Trades and Extraction Workers
---

### Glaziers

### Helpers, Construction Trade

Brickmasons, Blockmasons, and Tile and Marble Setters
Carpenters
Electricians
Painters, Paperhangers, Plasterers and Stucco
Pipelayers, Plumbers, Pipefitters and Steamfitters
Roofers
All other Construction Trades

### Millwrights

Heating, Air Conditioning and Refrigeration Mechanics and Installers
Mechanical Door Repairers
Control and Valve Installers and Repairers
Other Installation, Maintenance and Repair Occupations

### Misc. Const. Equipment Operators

Paving, Surfacing and Tamping Equipment Operators
Pile-Driver Operators
Operating Engineers and Other Construction Equipment Operators

### Painters, Const. Maintenance

Painters, Construction and Maintenance
Paperhangers

### Pipelayers and Plumbers

Pipelayers
Plumbers, Pipefitters and Steamfitters

### Plasterers and Stucco Masons

### Roofers

### Security Guards & Surveillance Officers

### Sheet Metal Workers

### Structural Iron and Steel Workers

### Welding, Soldering and Brazing Workers

Welders, Cutter, Solderers and Brazers
Welding, Soldering and Brazing Machine Setter, Operators and Tenders

### Workers, Extractive Crafts, Miners





**Attachment C**  
**CONSULTANT CERTIFICATION FOR A DRUG-FREE WORKPLACE**

**PROJECT TITLE:** City of San Diego Vernal Pool Habitat Conservation Plan Supplemental Technical Analysis

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:

**FIRM NAME:** AECOM Technical Services, Inc.

has in place a drug-free workplace program that complies with said policy.

Signed

*Teri Fenner*

Printed Name

Teri Fenner

Title

Vice President

Date

September 24, 2013

**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: AECOM Technical Services, Inc.	Contact Name: Renae Coleman
Company Address: 1420 Kettner, Ste. 500, San Diego, CA 92101	Contact Phone: 303.228.3083
	Contact Email: <a href="mailto:renae.coleman@aecom.com">renae.coleman@aecom.com</a>

CONTRACT INFORMATION	
Contract Title: As-Needed Environmental Professional Services for the Transportation & Storm Water Department	Start Date: 11/2013
Contract Number (if no number, state location): H135999	End Date: TBD

**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 SDMC §22.4302 for the duration of the contract. To maintain equal benefits a contractor shall:

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

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

**CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION**

Please indicate your firm's compliance status with the EBO by selecting A, B, or C below. The City may request supporting documentation.

- A.  I affirm **compliance** with the EBO because my firm (*contractor must select one reason*):
- Provides identical benefits to spouses and domestic partners.
  - Provides no benefits to spouses or domestic partners.
  - Has no employees.
- B.  I am not now in compliance, but request approval of **provisional compliance** with the EBO (*contractor must select one*):
- Until my firm completes administrative steps to implement compliance (3 month maximum).
  - Until effective date of my firm's first open enrollment period (1 year maximum).
  - Until expiration of current collective bargaining agreement(s) with my firm.
- C.  I request approval to pay affected employees a **cash equivalent** in lieu of equal benefits and verify my firm (*contractor must select all*):
- Made reasonable efforts to comply, but will not be able to comply with EBO requirements before contract completion.
  - Will amend policies to extend benefits for which a cash equivalent is not available to domestic partners.
  - Will notify employees of the availability of a cash equivalent in lieu of equal benefits.

Under penalty of perjury under laws of the State of California, I certify I understand and will comply with requirements of the Equal Benefits Ordinance in the manner affirmed above in accordance with San Diego Municipal Code, Chapter 2, Article 2, Division 43 and the Rules Implementing the Equal Benefits Ordinance.

Richard Leja, PE, Vice President		5/31/2013
Name/Title of Signatory	Signature	Date

**FOR OFFICIAL CITY USE ONLY**

Receipt Date:	EBO Analyst:	<input type="checkbox"/> Approved <input type="checkbox"/> Not Approved – Reason:
---------------	--------------	---

Equal Benefits Ordinance

### CONSULTANT CERTIFICATION

#### AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

**PROJECT TITLE:** City of San Diego Vernal Pool Habitat Conservation Plan Supplemental Technical Analysis

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-4 regarding the American With Disabilities Act (ADA) outlined in Article IV, "ADA Certification", of the Agreement, and that;

AECOM Technical Services, Inc.

(Name under which business is conducted)

has in place workplace program that complies with said policy. I further certify that each subcontract agreement for this project contains language which indicates the subcontractor's agreement to abide by the provisions of the policy as outlined.

Signed   
Printed Name Richard Leja, PE  
Title Vice President

Americans with Disabilities Act Compliance Certification

**REGARDING INFORMATION REQUESTED UNDER THE  
CALIFORNIA PUBLIC RECORDS ACT**

The undersigned duly authorized representative, on behalf of the named Contractor declares and acknowledges the following:

**Any information submitted in response to this Request for Proposal is a public record subject to disclosure unless a specific exemption in the California Public Records Act applies.**

If a Contractor submits information **clearly marked** confidential or proprietary, the City of San Diego (City) may protect such information and treat it with confidentiality only to the extent permitted by law. However, it will be the **responsibility of the Contractor** to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the California Public Records Act, should the City choose to withhold such information.

General references to sections of the California Public Records Act will not suffice. Rather, the Contractor must provide a **specific and detailed legal basis**, including applicable case law that **clearly establishes** the requested information is exempt from the disclosure requirements of the California Public Records Act.

If the Contractor does not provide a specific and detailed legal basis for withholding the requested information within a time specified by the City, the City will release the information as required by the California Public Records Act and the **Contractor will hold the City harmless** for release of this information.

It will be the **Contractor's obligation to defend**, at Contractor's expense, any legal actions or challenges seeking to obtain from the City any information requested under the California Public Records Act withheld by the City at the Contractor's request. Furthermore, the Contractor shall **indemnify** the City and **hold it harmless** for any claim or liability, and **defend any action** brought against the City, resulting from the City's refusal to release information requested under the Public Records Act withheld at Contractor's request.

Nothing in this Agreement creates any obligation for the City to notify the Contractor or obtain the Contractor's approval or consent before releasing information subject to disclosure under the California Public Records Act.

**AECOM Technical Services, Inc.**

Name of Firm \_\_\_\_\_



Signature of Authorized Representative \_\_\_\_\_

**Richard Leja, PE**

Printed/Typed Name \_\_\_\_\_

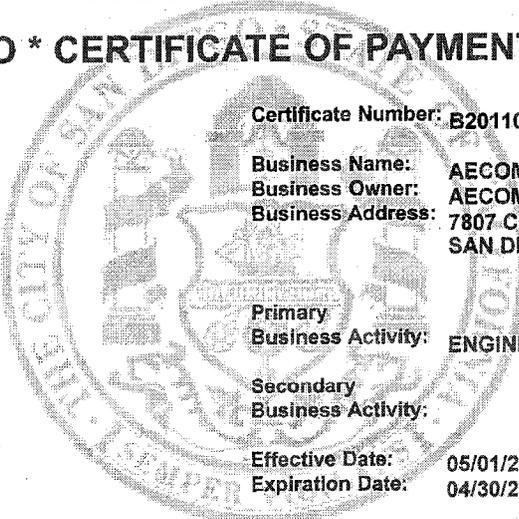
**May 31, 2013**

Date \_\_\_\_\_

California Public Records Act

POST IN CONSPICUOUS PLACE OR KEEP ON PERSON

# CITY OF SAN DIEGO \* CERTIFICATE OF PAYMENT OF BUSINESS TAX



AECOM TECHNICAL SERVICES INC  
TAX DEPARTMENT  
4840 COX RD  
GLEN ALLEN, VA 23060

Certificate Number: B2011011770  
Business Name: AECOM TECHNICAL SERVICES INC  
Business Owner: AECOM TECHNICAL SERVICES INC  
Business Address: 7807 CONVOY CT #200  
SAN DIEGO CA 92111-1213  
Primary Business Activity: ENGINEERING SERVICES  
Secondary Business Activity:  
Effective Date: 05/01/2013  
Expiration Date: 04/30/2014

PLEASE NOTIFY THE CITY TREASURER'S OFFICE IN WRITING OF ANY CHANGE IN OWNERSHIP OR ADDRESS - BUSINESS TAX PROGRAM, PO BOX 122289, SAN DIEGO, CA 92112

BUSINESS FILE COPY

CITY OF SAN DIEGO  
CERTIFICATE OF PAYMENT OF BUSINESS TAX  
PO BOX 122289, SAN DIEGO, CA 92112-2289  
1200 3RD AVENUE, MS 51T, SAN DIEGO, CA 92101  
(619) 615-1500; FAX (619) 533-3272  
[www.sandiego.gov/treasurer](http://www.sandiego.gov/treasurer)

Certificate Number: B2011011770  
Business Name: AECOM TECHNICAL SERVICES INC  
Business Owner: AECOM TECHNICAL SERVICES INC  
Business Address: 7807 CONVOY CT #200  
SAN DIEGO CA 92111-1213

Primary Business Activity: ENGINEERING SERVICES

Secondary Business Activity:

Effective Date: 05/01/2013  
Expiration Date: 04/30/2014

\*\*\*\*\* AUTO\*\*MIXED AADC 920  
AECOM TECHNICAL SERVICES INC  
TAX DEPARTMENT  
4840 COX RD  
GLEN ALLEN, VA 23060-6292

8-1688



Mailing Address: AECOM TECHNICAL SERVICES INC  
TAX DEPARTMENT  
4840 COX RD  
GLEN ALLEN VA 23060

This certificate acknowledges payment of business taxes pursuant to the San Diego Municipal Code. This is not a License to do business within the City of San Diego in violation of any section of the Municipal Code or regulation adopted by the City Council including, but not limited to: Zoning restrictions; Land Use specifications as defined in Planned Districts, Redevelopment areas, Historical Districts, or Revitalization areas; Business Tax Regulations; Police Department Regulations; and Fire, Health or Sanitation Permits and Regulations.

This document is issued without verification that the payer is subject to or exempt from licensing by the State of California.

Payment of the required tax at the time or times due is for the term and purpose stated and is pursuant to City Ordinance. Please refer to delinquency information under "Notice".

**NOTICE:** It is the responsibility of the certificate holder to renew this certificate of payment of business tax within the proper time limits. Failure to do so, even if you have not received a renewal notice, will result in the assessment of a penalty. Please note your expiration date on this certificate above. The certificate holder is requested to notify the City Treasurer's Office upon sale or closure of the business, change of location, or change of business activity.

The tax or fees collected are **Not Refundable** unless collected as a direct result of an error by the City of San Diego.

**This certificate is NOT transferable for a change in business ownership.**

This Information is available in alternative formats upon request.

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) <b>AECOM TECHNICAL SERVICES, INC</b>	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions):  Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.) <b>4840 COX ROAD</b>	Requester's name and address (optional)
City, state, and ZIP code <b>GLEN ALLEN, VA 23060</b>		
List account number(s) here (optional)		

<b>Part I Taxpayer Identification Number (TIN)</b>																			
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.																			
	<table border="1" style="margin: auto;"> <tr><th colspan="9">Social security number</th></tr> <tr><td> </td><td> </td><td> </td><td>-</td><td> </td><td> </td><td>-</td><td> </td><td> </td></tr> </table>	Social security number												-			-		
Social security number																			
			-			-													
<b>Note.</b> If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.	<table border="1" style="margin: auto;"> <tr><th colspan="9">Employer identification number</th></tr> <tr><td>9</td><td>5</td><td>-</td><td>2</td><td>6</td><td>6</td><td>1</td><td>9</td><td>2</td></tr> </table>	Employer identification number									9	5	-	2	6	6	1	9	2
Employer identification number																			
9	5	-	2	6	6	1	9	2											

<b>Part II Certification</b>	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below), and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
<b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.	
<b>Sign Here</b>	Signature of U.S. person ▶
	Date ▶ 10/8/13

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.  
**Future developments.** The IRS has created a page on [www.irs.gov/w9](http://www.irs.gov/w9) for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

## FIRST AMENDMENT TO AGREEMENT

This First Amendment to the Consultant Agreement with AECOM Technical Services, Inc. for Professional Services for the Vernal Pool Habitat Conservation Plan (HCP) (Purchase Order No. 4500047707) dated *October 18, 2013* [First Amendment], is hereby entered into by and between the City of San Diego [City], a municipal corporation, and AECOM Technical Services, Inc. [Consultant].

### RECITALS

A. The City and Consultant [collectively referenced herein as the "Parties"] entered into an agreement on October 18, 2013, Purchase Order No.4500017827 [Agreement], to provide technical services related to the Vernal Pool HCP [Project].

B. The City desires to execute a First Amendment to the Agreement to provide additional time to perform the Agreement, as amended in Section 2.1 to extend the term of the agreement from September 30, 2014 to March 31, 2015.

C. The City also desires to execute a First Amendment to the Agreement for the Consultant to amend the Scope of Work (Exhibit A of the Agreement) to add Task 6 which will be funded with the remaining funds (\$5,623.00) from the State Coastal Conservancy Grant Agreement No. 11-012, as indicated in the amended Scope of Work (Exhibit A-1).

D. 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. DELETE Section 1 in its entirety and REPLACE with the following:

**“Scope of Services.** The Consultant shall provide Services to the City for Technical/Environmental Analysis Services for the Vernal Pool Habitat Conservation Plan (HCP) pursuant to the Scope of Work, Exhibits A and A-1. The terms “scope of work” and “scope of services” are synonymous throughout the Agreement and First Amendment.

2. DELETE Section 2.1 in its entirety and REPLACE with the following:

**“Term of Agreement.** This Agreement shall be effective on the date it is executed by the last Party to sign the Agreement, and approved by the City Attorney in accordance with San Diego Charter Section 40. Unless otherwise terminated, it shall be effective until completion of the Scope of Services or March 31, 2015 but not to exceed five years unless approved by City.”

3. DELETE Section 3.1 in its entirety and REPLACE with the following:

**“Amount of Compensation.** The City shall pay the Consultant for performance of all Professional Services rendered in accordance with the Scope of Work in Exhibits A and A-1. The compensation for the Scope of Work in Exhibit A-1 including reasonable related expenses, is a total not to exceed five thousand, six hundred and twenty-three dollars (\$5,623.00). The original Scope of Work included Tasks 1 through 5 with a total contract amount of \$81,251.11. The total amount of the contract is now \$86,874.11, consisting of \$81,251.11 from the original Agreement and \$5,623.00 from the First Amendment.

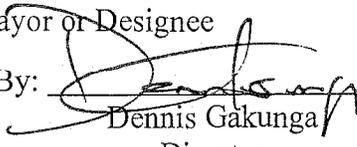
4. The following attachment is incorporated herein by reference as follows: Exhibit A-1 (Scope of Services, Schedule, and Fee Estimate).

5. The Parties agree that this First Amendment to the Agreement represents the entire understanding of the Consultant and the City as to the amendments 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 Consultant Agreement with AECOM Technical Services, Inc. for Professional Services for the Vernal Pool HCP (Purchase

Order No. 4500047707) is executed by the City of San Diego acting by and through its Mayor, or his designee, pursuant to San Diego Municipal Code section 22.3207 authorizing such execution, and by the Consultant.

THE CITY OF SAN DIEGO  
Mayor or Designee

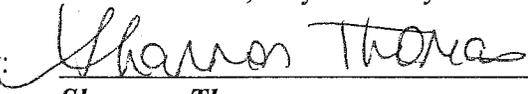
By:   
Dennis Gakunga  
Director  
Purchasing & Contracting

*AECOM Technical Services, Inc.*

By: \_\_\_\_\_  
Name: Jeru Jenner  
Title: Associate Vice President  
Date: 9/22/2014

I HEREBY APPROVE the form and legality of the foregoing Amendment on this  
25th day of September, 2014.

JAN I. GOLDSMITH, City Attorney

By:   
Shannon Thomas  
Deputy City Attorney

## SCOPE OF WORK

### Exhibit A-1

#### City of San Diego Vernal Pool Habitat Conservation Plan (VPHCP)

Purchase Order No. 4500047707

AECOM Project Number 60309570

#### Task 6: Preparation of the VPHCP

Review Draft VPHCP: After the City has consolidated public comments on the Preliminary Draft VPHCP and provided those to AECOM:

- AECOM will attend one (1) meeting with the City and USFWS to review public comments on the Preliminary Draft VPHCP and develop responses to key issues for incorporation into the Public Review Draft VPHCP.
- AECOM will revise the VPHCP based on public comments to create Public Review Draft VPHCP (to be circulated by City with Draft EIR/EIS).

#### Assumptions

- No technical studies or survey reports will be prepared and no cultural records search will be conducted.
- If responses to comments from the City, Wildlife Agencies, and/or the public require additional conservation analysis for the VPHCP and/or substantive changes to the VPHCP, additional funding may be needed to complete these tasks.
- The City will conduct all noticing and distribution (NOI, NOP, NOD) for the EIR/EIS process.

#### Schedule for First Amendment

Milestone	Due Date
Notice to Proceed	September 30, 2014
Preliminary Draft VPHCP (Task 6)	March 31, 2015

#### Fee Estimate

The original contract included Tasks 1 through 5 with a total contract amount of \$81,251.11. Funding for these tasks was provided through a USFWS Section 6 grant and a Coastal Conservancy Grant. Both grants allowed for expenditures through December 2013. An amendment to the Coastal Conservancy Grant Agreement No. 11-012 was granted on August 11, 2014 to extend the term of the Grant Agreement to March 31, 2015. The remaining funds from this grant (\$5,623.00) would be used to fund Task 6. The total amount of the contract would now be \$86,874.11, consisting of \$81,251.11 from the original Agreement and \$5,623.00 from the First Amendment. The fee for Task 6 is included below in Table 1. This First Amendment incorporates updated 2014 billing rates for AECOM staff through December 31, 2014 are shown in Table 2 below. Billing rates will escalate by 3% annually.

**Table 1: Fee for Agreement and First Amendment**

<b>Task Name</b>	<b>Fee</b>
Task 1 – Project Management	\$7,082
Task 2 – Update TWP 2 Analysis	\$13,345
Task 3 – Update TWP5 Cost Analysis	\$7,380
Task 4 – Supplemental Conservation Analysis and Conditions of Coverage	\$16,319
Task 5 – VPHCP As-Needed Technical Support	\$37,125.11
<b>Subtotal for Agreement</b>	<b>\$81,251.11</b>
Task 6: Preparation of the VPHCP	\$5,623.00
<b>Subtotal for First Amendment</b>	<b>\$5,623.00</b>
<b>Total for Agreement and First Amendment</b>	<b>\$86,874.11</b>

**Table 2: AECOM 2014 Billing Rates**

<b>AECOM Staff Title</b>	<b>Bill Rate</b>
Project Director	\$225
Senior Project Manager	\$160
Planner IV	\$145
Planner III	\$130
Planner II	\$115
Senior Archaeologist	\$210
Archaeologist Historian	\$105
Senior Environmental Scientist	\$195
Environmental Scientist	\$115
Senior Biologist	\$145
Graphic Artist/GIS Specialist	\$120
Project Administration	\$85
Technical Editor	\$100
Word Processor	\$100

SECOND AMENDMENT TO AGREEMENT

This Second Amendment to the Consultant Agreement with AECOM Technical Services, Inc. for Professional Services for the Vernal Pool Habitat Conservation Plan (HCP) dated Jan. 20 2015 [Second Amendment], is hereby entered into by and between the City of San Diego [City], a municipal corporation, and AECOM Technical Services, Inc. [Consultant].

RECITALS

- A. The City and Consultant [collectively referenced herein as the “Parties”] entered into an agreement on October 18, 2013, Purchase Order No.4500047707 [Agreement] and First Amendment on September 25, 2014, to provide technical services related to the Vernal Pool HCP [Project].
- B. The City desires to execute a Second Amendment to the Agreement to provide additional time to perform the Agreement, as amended in Section 2.1 to extend the term of the agreement from March 31, 2015 to August 31, 2015.
- C. The City also desires to execute a Second Amendment to the Agreement for the Consultant to amend the Scope of Work (Exhibit A of the Agreement) to add Task 7 which will be funded through Planning Department General Funds (\$100,000) which have been allocated for environmental consultant work, as indicated in the amendment to the Scope of Work (Exhibit A-2).
- D. 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. DELETE Section 1 in its entirety and REPLACE with the following:

**“Scope of Services.** The Consultant shall provide Services to the City for Technical/Environmental Analysis Services for the Vernal Pool Habitat Conservation Plan (HCP) pursuant to the Scope of Work, Exhibit A, A-1, and A-2. The terms “scope of work” and “scope of services” are synonymous throughout the Agreement and First Amendment.

2. DELETE Section 2.1 in its entirety and REPLACE with the following:

**“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 August 31, 2015 but not to exceed five years unless approved by City.”

3. DELETE Section 3.1 in its entirety and REPLACE with the following:

**“Amount of Compensation.** The City shall pay the Consultant for performance of all Professional Services rendered in accordance with the Scope of Work in Exhibits A, A-1, and A-2. The compensation for the Scope of Work in Exhibit A-2 including reasonable related expenses, is a total not to exceed one hundred thousand dollars (\$100,000). The original Scope of Work included Tasks 1 through 5 with a total contract amount of \$81,251.11. The total amount of the contract is now \$186,874.11, consisting of \$81,251.11 from the original Agreement, \$5,623.00 from the First Amendment, and \$100,000 from the Second Amendment.

4. The following attachment is incorporated herein by reference as follows: Exhibit A-2 (Scope of Services, Schedule, and Fee Estimate).

5. The Parties agree that this Second Amendment to the Agreement represents the entire understanding of the Consultant and the City as to the amendments and affects only those

paragraphs referred to, and all other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, this Second Amendment to the Consultant Agreement with AECOM Technical Services, Inc. for Professional Services for the Vernal Pool HCP (Purchase Order No. 4500047707) is executed by the City of San Diego acting by and through its Mayor, or his designee, pursuant to San Diego Municipal Code section 22.3207 authorizing such execution, and by the Consultant.

THE CITY OF SAN DIEGO  
Mayor or Designee

By: [Signature]  
Date: 1/15/15

*AECOM Technical Services, Inc.*

By: [Signature]  
Name: Teri Fanner  
Title: Assoc. Vice President  
Date: 1/5/2015

I HEREBY APPROVE the form and legality of the foregoing Amendment on this 20th day of January, 2015.

JAN I. GOLDSMITH, City Attorney

By: [Signature]  
**Shannon Thomas**  
Deputy City Attorney

**Exhibit A-2**  
**City of San Diego Vernal Pool Habitat Conservation Plan (VPHCP)**  
**Purchase Order No. 4500047707**  
**AECOM Project Number 60309570**

**Contract Amendment No. 2**  
**As-Needed Technical Support to Complete the City VPHCP and EIR/EIS**

**Prepared by AECOM**  
**December 2014**

This scope of work will be authorized as Contract Amendment No. 2 to AECOM's existing contract (Purchase Order No. 4500047707), which will be extended through August 31, 2015. The scope of work would be performed under Task 7 to provide continued preparation of the VPHCP and preparation of the accompanying Environmental Impact Report/Environmental Impact Statement (EIR/EIS). The City has initiated preparation of a Draft EIR/EIS, but the document will need substantial rewrite, revisions, and technical input based on the current administrative draft VPHCP (submitted by AECOM to the City on December 20, 2013).

**SCOPE OF WORK**

**Task 7.1: Public Review Draft VPHCP**

- The City will consolidate public comments on the Preliminary Draft VPHCP and provide to AECOM.
- AECOM will attend one (1) meeting with the City and USFWS to review public comments on the Preliminary Draft VPHCP and develop responses to key issues for incorporation into the Public Review Draft VPHCP.
- AECOM will revise the VPHCP based on public comments to create Public Review Draft VPHCP (to be circulated by City with Draft EIR/EIS).

**Task 7.2: Preparation of Draft EIR/EIS – 1<sup>st</sup> Screencheck**

- AECOM will revise and/or write all EIR/EIS sections to reflect changes to the VPHCP and to adhere to the current EIS format.
- The EIR/EIS impact analysis will be prepared generally at a program level, based on current CEQA and NEPA regulations.
- The introduction section of the EIR/EIS will include a discussion of the Technical White Paper process.
- Substantial analysis sections (based on City draft and discussion with City) include:
  - Land Use
  - Hydrology and Water Quality
  - Biological Resources
  - Cultural Resources (assumes no records search)
  - Air Quality
  - Greenhouse Gases/Climate Change
  - Environmental Justice
  - Cumulative Impacts

- Three alternatives will be evaluated (Baseline/No Action, Project, Expanded Alternative). The impact analysis for all sections will be prepared at equal level for all three alternatives.
- AECOM will attend up to six (6) meetings to discuss the EIR/EIS analysis and/or review internal comments (City and Wildlife Agencies).
- No technical surveys/reports will be prepared by AECOM.
- AECOM will prepare two technical appendixes for the EIR/EIS, including:
  - The biological impact analysis appendix, which is based on the VPHCP analysis (no additional analysis beyond what is analyzed in the VPHCP)
  - An appendix with background information on climate change regulations and the relationship of climate change to vernal pool resources
- The 1<sup>st</sup> Screencheck will be provided to the City digitally (PDF and Word), as well as three hard copies.
- The City will provide AECOM will geodatabase of all VPHCP shapefiles upon Notice to Proceed (NTP). However, graphics and GIS figures will not be created for any sections under this contract amendment.

**Task 7.3: Project Management**

- AECOM will provide project management, including (but not limited to): scope, budget, and schedule tracking and updates; coordination with the City and Wildlife Agencies; staff coordination; invoicing; and, preparation on monthly status reports.

**Schedule**

Milestone	Due Date
Notice to Proceed	January 15, 2015
Public Draft VPHCP (Task 7.1)	May 29, 2015
Draft EIR/EIS (Task 7.2)	May 29, 2015
Project Management (Task 7.3)	August 31, 2015

**Fee Estimate**

The original contract included Tasks 1 through 5 with a total contract amount of \$81,251.11. Funding for these tasks were provided through a USFWS Section 6 grant and a Coastal Conservancy Grant. Both grants allowed for expenditures through December 2013. An amendment to the Coastal Conservancy Grant Agreement No. 11-012 was granted on August 11, 2014 to extend the term of the Grant Agreement to March 31, 2015. The remaining funds from this grant (\$5,623.00) were used to fund Task 6. Task 7.1 – 7.3 will be accomplished using \$100,000 of Planning Department General Funds which have been allocated for environmental consultant purposes. The total amount of the contract would now be \$186,874.11, consisting of \$81,251.11 from the original Agreement, \$5,623.00 from the First Amendment, and \$10,000 for the Second Amendment. The fees for Task 7 is included below in Table 1. This Second Amendment incorporates updated 2015 billing rates for AECOM staff through December 31, 2015 as shown in Table 2 below. Billing rates will escalate by 3% annually.

**Table 1: Fees for Agreement, First & Second Amendments**

<b>Task Name</b>	<b>Fee</b>
Task 1 – Project Management	\$7,082
Task 2 – Update TWP 2 Analysis	\$13,345
Task 3 – Update TWP5 Cost Analysis	\$7,380
Task 4 – Supplemental Conservation Analysis and Conditions of Coverage	\$16,319
Task 5 – VPHCP As-Needed Technical Support	\$37,125.11
<b>Subtotal for Agreement</b>	<b>\$81,251.11</b>
Task 6: Preparation of the VPHCP	\$5,623.00
<b>Subtotal for First Amendment</b>	<b>\$5,623.00</b>
Task 7:	
7.1 - Public Review Draft VPHCP	\$7,714
7.2 – Screencheck 1 Draft EIR/EIS	\$82,286
7.3 – Project Management	\$10,000
<b>Subtotal for Second Amendment</b>	<b>\$100,000</b>
<b>Total for Agreement, First &amp; Second Amendments</b>	<b>\$186,874.11</b>

**Table 2: AECOM 2015 Billing Rates**

<b>AECOM Staff Title</b>	<b>Bill Rate</b>
Project Director	\$232
Senior Project Manager	\$165
Planner IV	\$149
Planner III	\$134
Planner II	\$118
Planner I	\$108
Senior Archaeologist	\$216
Archaeologist Historian	\$108
Senior Environmental Scientist	\$201
Environmental Scientist	\$118
Senior Biologist	\$149
Graphic Artist/GIS Specialist	\$124
Project Administration	\$88
Technical Editor	\$103
Word Processor	\$103

### THIRD AMENDMENT TO AGREEMENT

This Third Amendment to the Consultant Agreement with AECOM Technical Services, Inc. for Professional Services for the Vernal Pool Habitat Conservation Plan (HCP) dated \_\_\_\_\_ [Third Amendment], is hereby entered into by and between the City of San Diego [City], a municipal corporation, and AECOM Technical Services, Inc. [Consultant].

#### RECITALS

A. The City and Consultant [collectively referenced herein as the "Parties"] entered into an agreement on October 18, 2013, Purchase Order No.4500047707 [Agreement] and first Amendment on September 25, 2014, and Second Amendment on January 20, 2014, to provide technical services related to the Vernal Pool HCP [Project].

B. The City desires to execute a Third Amendment to the Agreement to provide additional time and funding to perform the Agreement, as amended in Section 2.1 to extend the term of the agreement to December 31, 2016.

C. The City also desires to execute a Third Amendment to the Agreement for the Consultant to amend the Scope of Work (Exhibit A-3 of the Agreement) to add Tasks 8 and 9, which will be funded through Planning Department General Funds (\$29,330) and Airport Enterprise Funds (\$33,794) for up to a total of sixty-three thousand, one hundred and twenty-four dollars (\$63,124), as indicated in the amendment to the Scope of Work (Exhibit A-3).

D. Consultant desires to provide the services required under this Third 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. DELETE Section 1 in its entirety and REPLACE with the following:

**“Scope of Services.** The Consultant shall provide Services to the City for Technical/Environmental Analysis Services for the Vernal Pool Habitat Conservation Plan (HCP) pursuant to the Scope of Work, Exhibits A, A-1, A-2, and A-3. The terms “scope of work” and “scope of services” are synonymous throughout the Agreement and Amendments.

2. DELETE Section 2.1 in its entirety and REPLACE with the following:

**“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, 2016 but not to exceed five years from October 18, 2013 unless approved by City.”

3. DELETE Section 3.1 in its entirety and REPLACE with the following:

**“Amount of Compensation.** The City shall pay the Consultant for performance of all Professional Services rendered in accordance with the Scope of Work in Exhibits A, A-1, A-2, and A-3. The compensation for the Scope of Work in Exhibit A-3 including reasonable related expenses is a total not to exceed sixty-three thousand, one hundred and twenty-four dollars (\$63,124).

The original Scope of Work included Tasks 1 through 5 with a total contract amount of \$81,251.11. The First Amendment included Task 6 for the total amount of \$5,623. The Second Amendment included Task 7 for the total amount of \$100,000. The Third Amendment includes Tasks 8 and 9 for an amount not to exceed \$63,124. The total amount of the contract is now \$249,998.11.

4. The following attachment is incorporated herein by reference as follows: Exhibit A-3 (Scope of Services, Schedule, and Fee Estimate).
5. The Parties agree that this Third Amendment to the Agreement represents the entire understanding of the Consultant and the City as to the amendments 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 Third Amendment to the Consultant Agreement with AECOM Technical Services, Inc. for Professional Services for the Vernal Pool HCP (Purchase Order No. 4500047707) is executed by the City of San Diego acting by and through its Mayor, or his designee, pursuant to San Diego Municipal Code section 22.3018 authorizing such execution, and by the Consultant.

THE CITY OF SAN DIEGO  
Mayor or Designee

By:   
Dennis Gakunga  
Director  
Purchasing & Contracting

7/10/15

*AECOM Technical Services, Inc.*

By: 

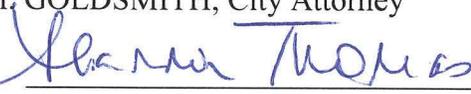
Name: Teri Fenner

Title: Assoc. Vice President

Date: July 2, 2015

I HEREBY APPROVE the form and legality of the foregoing Amendment on this 10<sup>th</sup> day of July, 2015.

JAN I. GOLDSMITH, City Attorney

By:   
**Shannon Thomas**  
Deputy City Attorney

**Exhibit A-3**  
**City of San Diego Vernal Pool Habitat Conservation Plan (VPHCP)**  
**Purchase Order No. 4500047707**  
**AECOM Project Number 60309570**

**Contract Amendment No. 3**  
**As-Needed Technical Support to Complete the City VPHCP and EIR/EIS**

**Prepared by AECOM**  
**July 2015**

This scope of work will be authorized as Contract Amendment No. 3 to AECOM's existing contract (Purchase Order No. 4500047707), which will be extended through December 31, 2016. The scope of work would be performed under Tasks 8 and 9 to provide continued preparation of the VPHCP and preparation of the accompanying Environmental Impact Report/Environmental Impact Statement (EIR/EIS). The City has initiated preparation of a Draft EIR/EIS, but the document will need substantial rewrite, revisions, and technical input based on the current administrative draft VPHCP (submitted by AECOM to the City on December 20, 2013).

## **SCOPE OF WORK**

### **Task 8: Draft VPHCP and EIR/S**

#### *Task 8.1: Preparation of Draft EIR/EIS - GIS*

- 1<sup>st</sup> Screencheck Draft EIR/EIS
  - Graphics, GIS figures, and GIS-related analysis will be prepared by AECOM for all sections. The City will provide AECOM will geodatabase of all VPHCP shapefiles.

#### *Task 8.2: Partial Preparation of Draft EIR/EIS*

- 2<sup>nd</sup> Screencheck Draft EIR/EIS (review by City, USFWS, and CDFW)
  - AECOM will respond to one round of comments from the City and Wildlife Agencies on the 1st Screencheck (the extent feasible based on available funding under the Third Amendment), which will be consolidated and provided by the City in track changes (no hard copy edits).
  - AECOM will partially prepare the 2nd Screencheck Draft EIR/EIS based on funding available under the Third Amendment. The remainder of the 2nd Screencheck Draft EIR/EIS is anticipated to be prepared under subsequent amendments. There is an in-process EIR/EIS deliverable associated with the Third Amendment which will include Chapters 1 through 3 and the incorporation of the Montgomery Field project and BLA.

#### *Task 8.3: Section 106 Programmatic Agreement Preparation and Technical Support*

- Kickoff meeting with USFWS and the City
- Completion of a Preliminary Draft PA for review by the City
- Incorporation of City comments into a Revised Preliminary Draft PA
- Submittal of the Revised Preliminary Draft PA to USFWS
- Incorporation of USFWS comments into a Draft PA

- Logistic and material support for distribution of the Draft PA to the 17 federally recognized tribes in San Diego County and other invited signatories, including provision of electronic copies and hard copies to USFWS, if requested.
- The City will post the Draft PA on the City's website and notify the 17 federally recognized tribes in San Diego County and other invited signatories. AECOM will provide logistic and material support for distribution of the Draft PA, including provision of electronic copies and hard copies to USFWS, if requested.
- Incorporation of consulting party comments into a Revised PA
- Finalization of the PA for execution by signatories and consulting parties
- Up to 4 conference calls with the City and/or USFWS in conjunction with each document revision

NOTE: The PA must be executed before the EIR/EIS can be finalized and approved. This is a key consideration for the EIR/EIS schedule

*Task 8.4: Prepare a Multi-Habitat Planning Area (MHPA) Boundary Line Adjustment (BLA) Analysis for Montgomery Field Airport MHPA Boundary Line Adjustment*

- AECOM will prepare a Preliminary Draft MHPA BLA Analysis for the inclusion of Montgomery Field airport in the VPHCP.
- A one-day of site visit for two staff to review the proposed BLA exchange areas is assumed. The City will identify the proposed exchange areas.
- The Preliminary Draft MHPA BLA Analysis will be submitted to the City and Wildlife Agencies for one round of review and comment.
- A Draft MHPA BLA Analysis will be prepared based on City and WLAs comments.
- AECOM will attend two (2) meetings with the City and Wildlife Agencies to discuss the Draft MHPA BLA.
- The City will perform all public noticing for the Draft MHPA BLA Analysis.
- The City will prepare all graphics for the MHPA BLA Analysis.
- AECOM will prepare a Final MHPA BLA Analysis based on comments from the City and Wildlife Agencies on the Draft MHPA BLA Analysis.
- No formal response to comments will be prepared. Comments and responses will be tracked using the Track Changes function in Word.
- AECOM will revise select sections of the EIR/S (Project Description, Land Use Section, and Biology Section only) and the EIR/S Biological Appendix for the EIR/S to incorporate the MHPA BLA Analysis for Montgomery Field, as well as the additional analysis from the VPHCP for both airports.
- No biological or cultural surveys, technical studies or survey reports will be prepared, and no cultural records search will be conducted.
- If comments from the City or Wildlife Agencies require additional analysis for the MHPA BLA analysis, VPHCP and/or EIR/S beyond what is explicitly identified in this scope of work, additional funding may be needed.

*Task 8.5: Update VPHCP and EIR/S with the Airports and Additional Covered Projects*

- AECOM will revise the VPHCP to include the two airports (Montgomery Field and Brown Field Metro Airpark Project) and up to seven additional covered projects. This will involve substantive revisions to the following components of the VPHCP:
  - Chapter 2, 3, 4, 5, 6, and 11 text and tables
  - Appendix B, C, and D

- Appendix F cost analysis tables and text
- The City will provide project descriptions, graphics, and updated GIS vernal pool preserve mapping to incorporate the airports and additional covered projects.
- AECOM will revise select sections of the EIR/S (assumes Project Description, Land Use Section, and Biology Section only) to incorporate the MHPA BLA Analysis for Montgomery Field, as well as the additional analysis from the VPHCP for both airports and seven covered projects.

*Task 8.6: Project Management*

- AECOM will provide project management, including (but not limited to): scope, budget, and schedule tracking and updates; coordination with the City and Wildlife Agencies; staff coordination; invoicing; and, preparation of monthly status reports.

**Task 9:**

- Additional Services: May include, but are not limited to, additional work associated with the cultural resources section of the EIR/EIS and provision of educational materials (i.e., handouts for employees/leaseholders) for Montgomery Field. All work would be performed in accordance with Section 3.2 of the Agreement.

**Assumptions**

- No technical studies or survey reports will be prepared and no cultural records search will be conducted.
- If responses to comments from the City, Wildlife Agencies, and/or the public require additional conservation analysis for the VPHCP and/or substantive changes to the VPHCP or associated data, additional funding may be needed to complete these tasks.
- The City will conduct all noticing and distribution (NOI, NOP, NOD) for the EIR/EIS process.
- The EIR/EIS will have four (4) document iterations (two screenchecks, one public review draft, and one final).
- If additional hard copies of documents or reproduction of meeting materials are requested, additional printing fees may be added.
- A total of 12 meetings are assumed associated with Tasks 6 through 9.
- AECOM assumes this scope will take up to 18 months for completion (i.e., for the Final EIR/EIS to be approved). If the scope of work takes longer than 18 months, additional funding may be necessary for additional project management time.
- If the identified funding is not expended within an assigned task, the funding may be moved to another task including “Additional Services” (Task 9).

**Schedule for Tasks 8**

The anticipated schedule for the EIR/S is included below. The schedule will be adjusted, as needed, based on scope progress, agency review times, and other factors.

Milestone	Due Date
Notice to Proceed	July 2015
Tasks 8.1 through 8.5	October 2015

**Fee Estimate**

The fee for the Third Amendment is included below in Table 1. This Amendment incorporates updated 2015 and 2106 billing rates for AECOM staff through December 31, 2016 (Table 2). Billing rates will escalate by 3% annually.

<b>Table 1 - Fee Schedule for Third Amendment</b>		
<b>Task 8: Draft VPHCP and EIR/S</b>		
8.1	Screencheck 1 Draft EIR/EIS - GIS	\$5,197
8.2	Partial Screencheck 2 Draft EIR/EIS	\$8,789
8.3	Section 106 PA and Coordination with Tribes	\$9,600
8.4	MHPA Boundary Line Adjustment	\$14,751
8.5	Update VPHCP and EIR/EIS with Airports and Additional Covered Projects	\$21,005
8.6	Project Management	\$1,782
<b>Task 8 Subtotal</b>		<b>\$61,124</b>
<b>Task 9 – Additional Services</b>		<b>\$2,000</b>
<b>TOTAL</b>		<b>\$63,124</b>

<b>Table 2 - AECOM Billing Rates</b>		
<b>AECOM Staff Title</b>	<b>2015</b>	<b>2016</b>
Project Director	\$232	\$239
Senior Project Manager	\$165	\$170
Planner IV	\$149	\$153
Planner III	\$134	\$138
Planner II	\$118	\$122
Planner I	\$108	\$111
Senior Archaeologist	\$216	\$222
Archaeologist Historian	\$108	\$111
Senior Environmental Scientist	\$201	\$207
Environmental Scientist	\$118	\$122
Senior Biologist	\$149	\$153
Graphic Artist/GIS Specialist	\$124	\$128
Project Administration	\$88	\$91
Technical Editor	\$103	\$106
Word Processor	\$103	\$106

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

**CERTIFICATE OF UNALLOTTED BALANCE**

ORIGINATING

CC 300007974

DEPT. \_\_\_\_\_  
 NO. \_\_\_\_\_

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	Fund	Funded Program	Internal Order	Functional 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: \$63,124.00

Vendor: AECOM Technical Services Inc.

Purpose: Authorization of a Thrid Amendment to the Consultant Agreement with AECOM Technical Service, Inc. for Professional Service for the Vernal Pool Habitat Conservation (VPHCP)

Date: July 2, 2015

By: Grace Aihie

*Grace Aihie*  
 COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA

Doc. Item	Fund	Funded Program	Internal Order	Functional Area	G/L Account	Business Area	Cost Center	WBS	Original Amount
001	100000			OTHR-00000000-NS	512059	1619	1619000015		\$29,330.00
002	700033			OTHR-00000000-AP	512059	2111	2111000012		\$33,794.00
TOTAL AMOUNT									\$63,124.00

FUND OVERRIDE

CC 300007974