

REQUEST FOR COUNCIL ACTION CITY OF SAN DIEGO	CERTIFICATE NUMBER (FOR COMPTROLLER'S USE ONLY) 3000008518
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TO: CITY COUNCIL	FROM (ORIGINATING DEPARTMENT): Planning	DATE: 1/5/2016
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SUBJECT: Second Amendment to the Agreement with Dudek for the Phyllis Place Road Connection Environmental Impact Report

PRIMARY CONTACT (NAME, PHONE): Seth Litchney, 236-6892	SECONDARY CONTACT (NAME, PHONE): Brian Schoenfisch, 533-6457
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COMPLETE FOR ACCOUNTING PURPOSES

FUND	100000				
FUNCTIONAL AREA					
COST CENTER	1619000014				
GENERAL LEDGER ACCT	512059				
WBS OR INTERNAL ORDER					
CAPITAL PROJECT No.					
AMOUNT	\$32,013.54	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): Contract Amount - \$150,000
 First Contract Amendment - \$67,180
 Second Contract Amendment (this action) - \$32,013.54
 Total Contract Amount After Second Contract Amendment - \$249,193.54

ROUTING AND APPROVALS

CONTRIBUTORS/REVIEWERS:	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
Environmental Analysis	ORIG DEPT.	Murphy, Jeff	01/20/2016
Financial Management	CFO		
Comptroller	DEPUTY CHIEF	Graham, David	02/02/2016
Equal Opportunity Contracting	COO		
Liaison Office	CITY ATTORNEY	Thomas, Shannon	
	COUNCIL PRESIDENTS OFFICE		

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

Execute the 2nd Amendment to the Dudek agreement to provide services for the Phyllis Place Road Connection for an amount not to exceed \$32,013.54. Determine that this action to execute a contract agreement to complete a study is exempt from CEQA pursuant to State CEQA Guidelines section 15262.

STAFF RECOMMENDATIONS: Approve the amendment.	
SPECIAL CONDITIONS (REFER TO A.R. 3.20 FOR INFORMATION ON COMPLETING THIS SECTION)	
COUNCIL DISTRICT(S):	7
COMMUNITY AREA(S):	Serra Mesa, Mission Valley
ENVIRONMENTAL IMPACT:	Executing a contract agreement to complete a study is exempt from CEQA pursuant to State CEQA Guidelines section 15262.
CITY CLERK INSTRUCTIONS:	

COUNCIL ACTION
EXECUTIVE SUMMARY SHEET
CITY OF SAN DIEGO

DATE: 1/5/2016

ORIGINATING DEPARTMENT: Planning

SUBJECT: Second Amendment to the Agreement with Dudek for the Phyllis Place Road Connection Environmental Impact Report

COUNCIL DISTRICT(S): 7

CONTACT/PHONE NUMBER: Seth Litchney/236-6892

DESCRIPTIVE SUMMARY OF ITEM:

The City of San Diego is preparing a draft Environmental Impact Report (EIR) for the Phyllis Place Road Connection. Consultant services are needed to prepare the Second Screencheck Draft EIR, change from a project-level EIR analysis to a program-level analysis, revise 24 EIR figures, and update several technical analyses including biology, noise, air quality, greenhouse gases, water quality, and effects found not to be significant. This action would add \$32,013.54 to the City's contract with Dudek to complete the draft EIR.

STAFF RECOMMENDATION:

Approve the amendment.

EXECUTIVE SUMMARY OF ITEM BACKGROUND: In October 2008, the City Council approved Resolution 304297 initiating an amendment to the Serra Mesa Community Plan and the General Plan to include a street connection between Phyllis Place and Friars Road. On September 14, 2011, the City entered into a contract with Dudek to provide environmental services pertaining to the street connection for an amount not to exceed \$150,000. In October 2012, the City amended its contract with Dudek to add \$67,180 in compensation. This proposed second amendment would provide an additional \$32,013.54 for Dudek to complete its tasks in the contract.

CITY STRATEGIC PLAN GOAL(S)/OBJECTIVE(S): The amendment is consistent with the following City of San Diego Strategic Plan goals and objectives:

Goal #2: Work in partnership with all of our communities to achieve safe and livable neighborhoods.

Objective #3: Invest in infrastructure.

Objective #5: Cultivate civic engagement and participation.

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

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

Objective #3: Diversify and grow the local economy.

FISCAL CONSIDERATIONS: This action would add \$32,013.54 in compensation to a contract for consultant environmental services. The original contract awarded \$150,000 to Dudek for consultant environmental services with an previous amendment adding \$67,180 in compensation. The General Fund will be used to cover the cost of the second amendment.

EQUAL OPPORTUNITY CONTRACTING INFORMATION (IF APPLICABLE): This agreement is subject to the City's Equal Employment Opportunity Outreach Program (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):

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS: The City has completed a Notice of Preparation for the Environmental Impact Report and held a scoping meeting pursuant to CEQA.

KEY STAKEHOLDERS AND PROJECTED IMPACTS: Once the environmental document is complete, it will be reviewed by the Serra Mesa and Mission Valley Community Planning Groups.

Murphy, Jeff
Originating Department

Graham, David
Deputy Chief/Chief Operating Officer

DOCKET SUPPORTING INFORMATION
CITY OF SAN DIEGO

DATE:

EQUAL OPPORTUNITY CONTRACTING PROGRAM EVALUATION

January 26, 2016

SUBJECT: Second Amendment to the Agreement with Dudek for the Phyllis Place Road Connection
Environmental Impact Report

GENERAL CONTRACT INFORMATION

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

Amount of this action: \$ 32,013.54 (Amendment 2)

Previous actions: \$ 217,108.00 (Original + Amendment 1)

Cumulative Amount: \$ 249,193.54

Funding Source: City of San Diego

Goal: 20% Voluntary

SUBCONSULTANT PARTICIPATION

There is no subconsultant participation associated with this action; however, subsequent actions must adhere to funding agency requirements.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

Equal Opportunity: Required.

Dudek & Associates submitted a Work Force Report for their San Diego County employees dated, July 2, 2015 indicating 328 employees in their Administrative Work Force. The Administrative Work Force Report Analysis reflects under representation in the following categories:

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

Based on the under representation in the workforce noted above, staff has an approved Equal Employment Opportunity (EEO) Plan on file as of October 12, 2015. Staff will continue to monitor the firm's efforts to implement their EEO plan.

This agreement is subject to the City's Equal Employment Opportunity Outreach Program (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

H115314

MM



THE CITY OF SAN DIEGO

Request for Human Resources Approval for Purchase Requisition (Contracting Out Review Request Form)

Requesting Department: _____

Vendor Name: _____

WBS No. or Project Title: _____

Purchase Requisition # (if available): _____

Department Contact: _____

Date of Request: _____

Contract Amount/Estimate: \$ _____

Contract/Service Duration: _____

Litigation Services (if applicable): Yes or No

Deputy City Attorney Assigned/Contact: _____

P-Card Purchase (if applicable): Yes or No

*NOTE: Please provide a description of the activity/services requested and what the request to contract out work will cover.
(Please use plain language for the terms/definitions)*

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

Question	Department Response
What is the contract/service for? (Please be specific as to the scope of work)	
What is the location of the project/service?	
Are City employees currently performing any of the work?	
Do City employees currently have the expertise to do this work in-house? If not, why not?	

<p>Will any City employees be displaced as a result of this contract/service?</p>	
<p>If this is a renewal of an existing contract, how long have these services been contracted out?</p>	
<p>Is this a Public Works project? * (i.e. construction, reconstruction or repair of City buildings, street or other facilities)</p>	
<p>Is this a Tenant Improvement project? * (i.e. changes to the interior of a City facility, such as floors, wall coverings, shelves, ceilings, windows, partitions, etc.)</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. If not, why was another Department not contacted?</p>	

**NOTE: If Public Works project (\$100,000 in labor costs or less) or Tenant Improvement project (\$250,000 in labor costs or less) requires HR review/approval. All other contracts require HR review/approval regardless of dollar amount. Remember – Departments cannot intentionally bundle services to avoid the threshold labor costs.*

HUMAN RESOURCES DEPARTMENT USE ONLY

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

_____ Human Resources Department Liaison

_____ Date

SECOND AMENDMENT TO AGREEMENT

This Second Amendment [Second Amendment] to the Agreement for Environmental Services for Phyllis Place Road Connection (Contract No. H115314) dated September 12, 2011 [Agreement], is hereby entered into by and between the City of San Diego [City], a municipal corporation, and Dudek [Consultant].

RECITALS

- A. On September 12, 2011, the City and Consultant [collectively referenced herein as the “Parties”] entered into the Agreement, which is on file in the Office of the City Clerk as Document No. C-15593, to provide environmental services for Phyllis Place Road Connection [Project].
- B. On October 25, 2012, the Parties entered into a First Amendment to the Agreement to the Agreement, which is on file in the Office of the City Clerk as Document No. C-15900, to extend the term of the contract and to contract for additional Professional Services.
- C. The City desires to execute a Second Amendment to the Agreement for the Consultant to provide additional Professional Services, as indicated in the expanded Scope of Services [Exhibit A-2], for a compensation amount not to exceed \$32,000, with total compensation for services provided under the Agreement not to exceed \$249,180 (consisting of \$229,180 for the Scope of Services and \$20,000 for Additional Services).
- 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. Section 1.1 is amended to read as follows:

ADD: “The Consultant shall perform Professional Services as set forth in the written Scope of Services [Exhibit A-2] at the direction of the City as specifically enumerated in the Compensation and Fee Schedule [Exhibit B-2], and in accordance to the Time Schedule [Exhibit C-2].”

2. Section 3.1 is amended to read as follows:

ADD: “The City shall pay the Consultant for all Professional Services and all expenses related to performance under this Second Amendment to the Agreement, in an amount not to exceed \$32,000, as set forth in the Compensation and Fee Schedule [Exhibit B-2]. The Consultant shall be entitled to compensation for Professional Services under this Second Amendment to the Agreement, whether within the Scope of Services or as Additional Services, based on the Compensation and Fee Schedule. For the duration of this Second Amendment to the Agreement, the Consultant shall not be entitled to fees which exceed the Compensation and Fee Schedule. The Total Compensation to Consultant under this Agreement shall not exceed \$249,180.”

3. Article IV is amended to read as follows:

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

“**4.3 Insurance.** The Consultant shall not begin the Professional Services under this Agreement until it has: (a) obtained, and provided to the City, insurance certificates reflecting evidence of all insurance as set forth herein; however, the City reserves the right to request, and the Consultant shall submit, copies of any policy upon reasonable request by the City; (b) obtained City approval of each company or companies as required in Section 4.3.3 of this Agreement; and (c) confirmed that all policies contain the specific provisions required in Section 4.3.4 of this Agreement. Consultant’s liabilities, including but not limited to Consultant’s indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Except as provided for under California law, all policies of insurance required hereunder must provide that the City is entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies. Maintenance of specified insurance coverage is a material element of this Agreement and Consultant’s failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of contract by the City.”

4. DELETE Section 4.3.1.4 in its entirety and REPLACE with the following:

“**4.3.1.4 Professional Liability.** For all of the Consultant's employees who are subject to this Agreement, the Consultant shall keep in full force and effect, Professional Liability coverage for professional liability with a limit of \$1 million per claim and \$2 million annual aggregate. The Consultant shall ensure both that: (1) the policy retroactive date is on or

before the date of commencement of the Professional Services; and (2) the policy will be maintained in force for a period of three years after substantial completion of the Professional Services or termination of this Agreement whichever occurs last. The Consultant agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the City's exposure to loss.”

5. DELETE Section 4.3.3.1 in its entirety and REPLACE with the following:

“**4.3.3.1** Except for the State Compensation Insurance Fund, all insurance required by this Agreement shall only be carried by insurance companies with a rating of at least “A-, VI” by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State of California, and that have been approved by the City.”

6. DELETE Section 4.3.3.2 in its entirety and REPLACE with the following:

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

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

“**4.3.4.1 Commercial General Liability Insurance Endorsements**

ADDITIONAL INSURED. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Additional Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of (a) ongoing operations performed by you or on your behalf, (b) your products, (c) your work, including but not limited to your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled or used by you.

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

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

“4.3.4.2 Automobile Liability Insurance Endorsements

ADDITIONAL INSURED. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Additional Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of automobile owned, leased, hired or borrowed by or on behalf of the Consultant.”

9. Article IV is amended to read as follows:

ADD: **“4.15 Prevailing Wage Rates.** Prevailing wage rates apply to this Agreement.

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

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

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

4.15.1.2. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Agreement. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Agreement in the same manner as if it had been published in said

publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Agreement, each successive predetermined wage rate shall apply to this Agreement on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Agreement, such wage rate shall apply to the balance of the Agreement.

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

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

4.15.3.1. For agreements entered into on or after April 1, 2015, Consultant and their subconsultants shall furnish records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4.

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

4.15.5. Working Hours. Consultant and their subconsultants shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.

4.15.6. Required Provisions for Subcontracts. Consultant shall include at a minimum a copy of the following provisions in any contract they enter into with a subconsultant: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.

4.15.7. Labor Code Section 1861 Certification. Consultant in accordance with

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

4.15.8. Labor Compliance Program. The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego’s Equal Opportunity Contracting Department at 619-236-6000.

4.15.9. Contractor and Subcontractor Registration Requirements. This project is subject to compliance monitoring and enforcement by the DIR. As of March 1, 2015, no Consultant or subconsultant may be listed on a bid or proposal for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5. As of April 1, 2015, a Consultant or subcontractor shall not be qualified to bid on, be listed in a bid or proposal, or enter into any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. By submitting a bid or proposal to the City, Consultant is certifying that he or she has verified that all subcontractors used on this public work project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Consultant shall provide proof of registration to the City upon request.

4.15.9.1. A Consultant’s inadvertent error in listing a subconsultant who is not registered pursuant to Labor Code section 1725.5 in response to a solicitation shall not be grounds for filing a protest or grounds for considering the bid or proposal non-responsive provided that any of the following apply: (1) the subconsultant is registered prior to proposal due date; (2) within twenty-four hours after the proposal due date, the subconsultant is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subconsultant is replaced by another registered subconsultant pursuant to Public Contract Code section 4107.”

10. Article VI is amended to read as follows:

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

“6.1 Indemnification and Hold Harmless Agreement. With respect to any liability, including but not limited to claims asserted or costs, losses, or payments for injury to any person or property caused or claimed to be caused by the acts or omissions of the Consultant, or Consultant's employees, agents, and officers, arising out of any services performed under this Agreement, the Consultant agrees to defend, indemnify, protect, and hold harmless the City, its

agents, officers, and employees from and against all liability. Also covered is liability arising from, connected with, caused by, or claimed to be caused by the passive negligent acts or omissions of the City, its agents, officers, or employees which may be in combination with the active or passive negligent acts or omissions of the Consultant, its employees, agents or officers, or any third party. The Consultant's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the active or sole negligence or sole willful misconduct of the City, its agents, officers or employees.”

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

Exhibits A-2 (Scope of Services), B-2 (Compensation and Fee Schedule) and C-2 (Time Schedule).

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

The remainder of this page has intentionally been left blank.

IN WITNESS WHEREOF, this Second Amendment to the Agreement for Environmental Services for Phyllis Place Road Connection 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 _____

Date: _____

Dudek
By:  _____
Name: _____ **Dudek**
Title: _____ **Frank Dudek**
Date: Oct. 2, 2015 _____ **President**

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

JAN I. GOLDSMITH, City Attorney

By: _____
Shannon Thomas
Deputy City Attorney

**SCOPE OF SERVICES
FOR
CITY OF SAN DIEGO
ENVIRONMENTAL SERVICES FOR PHYLLIS PLACE ROAD CONNECTION**

SECOND AMENDMENT TO AGREEMENT

Description: The Program EIR (PEIR) for the Serra Mesa Community Plan Amendment, originally started in 2011, is in need of revisions based on changes in analysis.

The following are tasks to be performed by Dudek:

- Additional effort to prepare the Second Screencheck Draft PEIR.
- Project change from a project-level EIR analysis to a program-level analysis.
- Revisions of 24 EIR figures.
- Updates to technical analysis, including biology, noise, air quality/greenhouse gases (including the CO hotspot analysis per the new Traffic Impact Analysis (TIA)), water quality, and effects found not to be significant.

EXHIBIT B-2

COMPENSATION AND FEE SCHEDULE

TASK	AMOUNT
Additional effort to prepare Second Screencheck Draft PEIR	\$9,600
Project change from a project-level EIR analysis to a program-level analysis	\$7,500
Additional graphics revisions	\$4,400
Updates to technical analyses (biology, noise, AQ/GHG (including the CO hotspot analysis per new TIA), water quality, and effects not found to be significant analyses)	\$10,500
Total:	\$32,000

TIME SCHEDULE

TASK	DURATION (Work shall commence upon receipt of the Notice to Proceed of this Second Amendment)
Additional effort to prepare Second Screencheck Draft PEIR	2 months
Project change from a project-level EIR analysis to a program-level analysis	2 months
Additional graphics revisions	2 months
Updates to technical analyses (biology, noise, AQ/GHG (including the CO hotspot analysis per new TIA), water quality, and effects not found to be significant analyses)	2 months

The City of San Diego
COMPTROLLER'S CERTIFICATE

CERTIFICATE OF UNALLOTTED BALANCE

ORIGINATING CC 3000008518
 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: \$32,013.54

Vendor: Dudek

Purpose: Second Amendment to the Agreement with Dudek for the Phyllis Place Road Connection Environmental Impact Report.

Date: January 25, 2016 By: 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	1619000014		\$32,013.54
002									
TOTAL AMOUNT									\$32,013.54

FUND OVERRIDE

CC 3000008518



THE CITY OF SAN DIEGO

November 23, 2012

Mr. Shawn Shamlou, Project Manager
Dudek
605 Third Street
Encinitas, CA 92024

Dear Mr. Shamlou:

Subject: Agreement for Environmental Services for Phyllis Place Road Connection,
Amendment No. 1 – Transmittal of Duplicate Original Document C-
15900/H115314; **Notice to Proceed**

On October 25, 2012, the City of San Diego executed the subject Amendment No. 1, which was approved via Mayoral Action C-15900, dated November 1, 2012. This action constitutes the Notice of Award.

Said Amendment implements revisions to the Scope of Services, incorporates administrative revisions, and adds \$67,180.00 for the accomplishment of same, thus raising the total contract not to exceed value to \$217,180.00.

Therefore, the City hereby issues this Notice to Proceed for the subject Amendment No. 1.

A Duplicate Original of Document C-15900, Amendment No. 1, is enclosed herein for Dudek's file.

If there are any questions, please contact Lesley Henegar, Senior Planner, at (619) 235-5208.

Sincerely,

Frank A. Romero
Senior Contract Specialist
Public Works Department

Enclosure: Duplicate Original Document C-15900/H115314

FAR/far

cc: Lesley Henegar, Senior Planner, MS 413
PWC file



**Public Works Contracting
Department of Public Works**

1200 Third Avenue, Suite 200 • San Diego, CA 92101
Telephone (619) 236-6000 Fax (619) 236-5904



PWCG Date Received 10/25/12
 Tracking Number 3523
 PWCG Contact DOWNS

The City of San Diego
PUBLIC WORKS CONTRACTING GROUP
ROUTING SLIP

NOTE: Please use this form for routing purposes when submitting documents to the Public Works Contracting Group for signatures: (i.e., Public Works Contracting Group Execution Signature, or the Purchasing Agents for construction contracts, Architect & Engineer agreements, related Agency/Utility agreements, 1472's, 1544's, PA2625's, specifications sheet, etc).

Please indicate commodity code of contractual service for proper routing of document.

Originator: DSD / Lesley Henegar / Brian Schoenfeld Phone No. 235-5208 / 36457

Subject/Title of Project: Phyllis Place Road Connection - Amend. #1

Contract Number: H 115314

Doc. Type (check all applicable): 1472 1544 PA2625

Original Contract Amendment Change Order Service Agreement Other

Construction Contracting	A&E Consulting	Other Professional Services
<input type="checkbox"/> 9200 Minor Construction	<input type="checkbox"/> 9902 Aerial Survey	<input type="checkbox"/> 9100 Revenue Contracts
<input type="checkbox"/> 9300 Metro Construction	<input type="checkbox"/> 9903 Architectural	<input type="checkbox"/> 9900 Consultants Other
<input type="checkbox"/> 9400 E&C Major Construction	<input type="checkbox"/> 9908 Construction Related A&E	<input type="checkbox"/> 9901 Accounting
	<input type="checkbox"/> 9909 Design A&E	<input type="checkbox"/> 9904 Artist-Fine, Graphic, Visual
	<input type="checkbox"/> 9910 Engineering A&E	<input type="checkbox"/> 9905 Appraiser
	<input type="checkbox"/> 9914 Geotechnical A&E	<input type="checkbox"/> 9906 Banking
	<input type="checkbox"/> 9923 Horticulturist A&E	<input type="checkbox"/> 9907 Computer Consultant
	<input type="checkbox"/> 9924 Biological A&E	<input type="checkbox"/> 9911 Financial
	<input checked="" type="checkbox"/> 9925 Environmental A&E	<input type="checkbox"/> 9912 Insurance, Ins. Broker
	<input type="checkbox"/> 9926 Archaeological A&E	<input type="checkbox"/> 9913 Investment
	<input type="checkbox"/> 9927 Oceanography/EMTS Lab Services	<input type="checkbox"/> 9915 Legal
		<input type="checkbox"/> 9916 Lobbyist
		<input type="checkbox"/> 9917 Medical
		<input type="checkbox"/> 9919 Planning
		<input type="checkbox"/> 9920 Real Estate
<input type="checkbox"/> Other (ex. easement agreement, contract from another agency, etc.)		<input type="checkbox"/> 9921 Training
		<input type="checkbox"/> 9922 Utility, Billing, Rate Analysis
		<input type="checkbox"/> 9928 Auditors

NOTE: This routing slip will assist in expediting your request.
 Please call 236-6000 if you need assistance in determining the commodity code.

CITY OF SAN DIEGO
REQUEST FOR
MAYORAL ACTION

TO: MAYOR	FROM: (ORIGINATING DEPT.) DEVELOPMENT SERVICES DEPARTMENT	DATE: September 26, 2012
---------------------	--	-----------------------------

SUBJECT:
First Amendment to the Dudek Agreement for environmental services related to the Phyllis Place Road Connection.

ACTION REQUESTED:
1. Execute the First Amendment to the Dudek Agreement to provide additional environmental services for the Phyllis Place Road connection in an amount not to exceed \$67,180.

SUPPORTING INFORMATION:
BACKGROUND:
Dudek was awarded contract number H-115314 to provide environmental services related to the Phyllis Place Road connection. Additional funds are now needed for technical environmental studies. The technical studies will be used for the Environmental Impact Report (EIR) associated with Site Development Permit for the Phyllis Place Road connection.

FISCAL IMPACT: The proposed Amendment will result in an additional compensation of \$67,180, for a total compensation not to exceed \$217,180.

COUNCIL DISTRICT: 6

Document No. **C-15900**
Filed **NOV 01 2012**
Office of the City Clerk
San Diego, California

COMMUNITY PLAN AREA: Serra Mesa

ENVIRONMENTAL IMPACT: This Amendment to a Consultant contract supports an activity that is considered a Project as defined in CEQA Sections 15378. The Phyllis Place Road Connection is currently being reviewed by the Development Services Department and will require preparation of an environmental document in accordance with the State CEQA Guidelines which this environmental consulting will provide.

PLEASE ROUTE TO THE APPROPRIATE AUTHORITY

			ROUTING AND APPROVAL			
ACCOUNTING INFORMATION		BUDGETED	UNBUDGETED	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE
FUND		100000		ORIGINATING DEPARTMENT	Kelly Broughton	9/27/12
FUNCTIONAL AREA				CLEARING AUTHORITY (EOCP)	N/A	
COST CENTER		1611150012		CLEARING AUTHORITY (DSD/EAS)	N/A	
GENERAL LEDGER ACCT		512059		FINANCIAL MANAGEMENT	Julio Canizal	
WBS or INTERNAL ORDER		11002155		COMPTROLLER	Fernanda Figueroa	
CAPITAL PROJECT NO.				ORIGINATING DEPARTMENT	Melissa Garcia	
FACILITY				COO	Jay Goldstone	
AMOUNT		\$67,180			Downs Prior	10/25/12
ESTIMATED COST:				CITY ATTORNEY	Shannon Thomas	
\$67,180				CITY CLERK	STACY READY	
COMPTROLLER'S CERTIFICATE:						
(FOR COMPTROLLER'S USE ONLY)						
3000007630						
FOR INFORMATION CONTACT:						
Melissa Garcia						
Leeley Henegar						
MAIL STATION:	TELEPHONE NUMBER:					
413	230-6173	55208				

The City of San Diego
COMPTROLLER'S CERTIFICATE

CERTIFICATE OF UNALLOTTED BALANCE

ORIGINATING CC 3000005630
 DEPT. NO.: 1611150012

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

Amount: _____ Fund: _____

Purpose: _____

Date: _____ By: _____

COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA									
Doc. Item	Fund	Funded Program	Internal Order	Funcional Area	G/L Account	Business Area	Cost Center	WBS	Original Amount
001									
002									
003									
004									
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: _____ \$67,180.00

Vendor: Dudek

Purpose: To authorize expenditure for the agreement with Dudeck as a first amendment for environmental services related to Phyllis Place Road Construction

Date: October 9, 2012

By: *Fernanda Figueroa*
 COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA									
Doc. Item	Fund	Funded Program	Internal Order	Funcional Area	G/L Account	Business Area	Cost Center	WBS	Original Amount
1	100000		11002155		512059	1611	1611150012		\$67,180.00
TOTAL AMOUNT									\$67,180.00

CC-361 (REV 7-09)

FUND OVERRIDE
 CC 3000005630

C-15900

FIRST AMENDMENT TO AGREEMENT

This First Amendment to the Phyllis Place Road Connection (Contract No. H115314) dated September 14, 2011 [Agreement], is hereby entered into by and between the City of San Diego [City], a municipal corporation, and Dudek [Consultant].

RECITALS

A. The City and Consultant [collectively referenced herein as the "Parties"] entered into the Agreement, which is on file in the Office of the City Clerk as Document No. C-15593 to provide environmental services for Phyllis Place Road Connection [Project].

B. The City desires to execute a First Amendment to the Agreement for the Consultant to provide additional Professional Services, as indicated in the Amendment to the Scope of Services [Exhibit A-1], for a compensation amount not to exceed \$67,180, with total compensation for services provided under the Agreement not to exceed \$217,180.

C. The City also desires to extend the term of the contract to September 7, 2016.

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. Section 1.1 is amended to read as follows:

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

2. Section 1.4 is amended to read as follows:

ADD: "Prior to performing any Services, the Consultant shall obtain from the City a written authorization to proceed. Further, throughout the term of this Amendment to the

Agreement, the Consultant shall immediately advise the City in writing of any anticipated change in the Amendment to the Scope of Services (Exhibit A-1), Amendment to the Compensation and Fee Schedule (Exhibit B-1), or Time Schedule (Exhibit C-1), and shall obtain the City's written consent to the change, prior to making any changes. In no event shall the City's consent be construed to relieve the Consultant from its duties to render all Services in accordance with applicable laws and accepted industry standards.

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

"2.1 Term of Agreement. This Agreement shall be effective on the date it is executed by the last Party to sign the Agreement, and approved by the City Attorney in accordance with San Diego Charter Section 40. Unless otherwise terminated, it shall be effective until completion of the Scope of Services or September 7, 2016 whichever is the earliest but not to exceed five years unless approved by City ordinance."

4. Section 3.1 is amended to read as follows:

ADD: The City shall pay the Consultant for all Professional Services, and all expenses related to performance under this First Amendment to the Agreement, in an amount not to exceed **\$67,180**, as set forth in the Amendment to Compensation and Fee Schedule [Exhibit B-1]. The Consultant shall be entitled to compensation for Professional Services under this First Amendment to the Agreement, whether within the Amendment to Scope of Services or as Additional Services, based on the Amendment to Compensation and Fee Schedule. For the duration of this First Amendment to the Agreement, the Consultant shall not be entitled to fees which exceed the Amendment to Compensation and Fee Schedule. The Total Compensation to Consultant under this Agreement shall not exceed **\$217,180**.

5. The following attachments are incorporated herein by reference as following:

Amendment to Scope of Services (Exhibit A-1), Amendment to Compensation and Fee Schedule (Exhibit B-1) and Amendment to Time Schedule (Exhibit C-1).

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

IN WITNESS WHEREOF, this First Amendment to the Phyllis Place Road Connection Agreement 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]
W. Downs Prior
Principal Contract Specialist
Public Works Contracting
10/25/12

Dudek
By: [Signature]
Name: Frank Dudek
Title: President
Date: SEP. 19, 2012

I HEREBY APPROVE the form and legality of the foregoing Amendment on this 25th day of October, 2012

JAN I. GOLDSMITH, City Attorney
By: [Signature]
Shannon Thomas
Deputy City Attorney

Amendment to Scope of Services

TASK 1: PREPARATION OF FULL BIOLOGICAL RESOURCES TECHNICAL REPORT

The report will include a discussion of the survey methodology according to the appropriate protocol and adequacy of the surveys. Vegetation communities and special-status biological resources will be described in terms of their regional significance and presence on site, including status under MSCP. All biological resources observed or with potential to occur on site with any reasonable potential to constrain the project will be addressed in the report. A table summarizing the special-status species that occur in the project vicinity, but which have no reasonable potential to occur or otherwise constrain the project, will be included but not discussed further.

Also, included in the report will be an assessment of existing conditions, an impacts analysis, and an assessment of the significance of impacts in accordance with CEQA, MSCP, and the wetland resource agencies. Direct, indirect, and within-project cumulative effects for both short-term and long-term effects of the proposed project will be evaluated. The City will provide engineering drawings for the proposed impact areas for the impacts analysis section; analysis of up to two versions of the engineering drawings is included in this scope of work. Consultant will recommend specific avoidance, minimization, and mitigation measures for impacts identified that reduce impacts to a level below significance, if possible. Proposed mitigation requirements for potential impacts to sensitive or special-status resources will be discussed in terms of regional planning, and city, state, and federal laws and guidelines to comply with all existing biological resource laws, regulations, and court precedent, including CEQA, MSCP, and MBTA. Graphics will be prepared to illustrate the location of the site, the existing biological conditions, and the proposed project impacts.

All plant and wildlife species encountered and identified will be recorded to include as an appendix to the biological resources technical report prepared.

This scope of work includes three versions of the report (first draft, second draft, and final). Two rounds of responses to City comments on the draft BTR is included in this scope of work. Consultant will provide up to five hard copies of final draft report, including maps and figures. If impacted, the preparation of ESL deviation findings is not included; no protocol surveys for California gnatcatcher are included.

TASK 2: PREPARATION OF WATER QUALITY AND DRAINAGE TECHNICAL REPORTS

A Water Quality Technical Report will be prepared per the requirements of the City of San Diego Standard Urban Storm Water Mitigation Plan (SUSMP) for the proposed new road connection with pedestrian and bicycle access from Phyllis Place in Serra Mesa to Mission Valley at the Civita project. Consultant hydrologists and engineers will research existing conditions and identify potential changes in surface and ground water quality characteristics that could occur both during construction and over the long-term. Potential and anticipated pollutants that may be generated from the proposed project will be identified. Appropriate mitigation measures, including best management practices (BMPs) for construction and post construction conditions, will be identified, as necessary, to reduce potential project related impacts. Consultant will identify the groundwater resources and general information on water quality on and adjacent to the project site. This research will include a summary of existing water quality conditions in and around the project site. FEMA flood maps will be analyzed to determine the location of the 100-year and 500-year floodplain and evaluate potential pollutant intrusion into floodwaters. In particular, Consultant will review the Drainage Study and

Water Quality Technical Report prepared for the adjacent Quarry Falls Program EIR. Included in the Water Quality Technical Report is a comprehensive summary of applicable federal, state and local water quality regulatory requirements. The San Diego County Hydrology Manual and City of San Diego SUSMP will be consulted for specific measures related to the preparation of the Water Quality Technical Report.

In addition, a separate conceptual level Drainage Study will be prepared for the project according to the requirements outlined in the San Diego County Hydrology Manual and the City of San Diego SUSMP. These calculations will be prepared to evaluate potential impacts/improvements of the site drainage that may occur due to an increase in impermeable land cover (roadway and sidewalks). Based on the review of the drainage calculations, the effects of the project on runoff volumes and drainage patterns will be discussed including potential impacts/improvements to downstream waterbodies (San Diego River). Potential short-term and long-term site flooding hazards and downstream flooding, erosion, and sedimentation impacts will be evaluated. Measures to reduce or eliminate effects of drainage on the project will be discussed.

TASK 3: PREPARATION OF GEOTECHNICAL INVESTIGATION AND REPORT

Consultant has retained the subconsultant services of Geocon Incorporated to conduct a geotechnical investigation for the project, as identified in the City Assessment letter. Geocon is current geotechnical engineer for the Quarry Falls project and thus is intimately familiar with the project site and issues. Consultant will ensure that Geocon will perform the following tasks:

Review published geologic maps, aerial photographs, in-house documents, and other literature pertaining to the alignment to aid in evaluating geologic conditions and hazards that may be present, excavate six (6) pits along the proposed roadway alignment to explore and note subsurface conditions pertinent to roadway construction. Soil sampling will also be performed within each test pit.

Perform laboratory tests on selected soil samples to evaluate R-value, grain size, shear strength, expansion, corrosion, and compaction characteristics of the prevailing soil encountered. All tests will be conducted in accordance with Caltrans Test Methods or ASTM Standards.

Perform engineering analysis to develop geotechnical recommendations for the design and construction of the proposed roadway embankments.

Prepare a written report presenting our findings and opinion regarding the subsurface conditions encountered along the roadway extension as presently proposed. The site plans boring logs, subsurface soils conditions, and recommendations for the proposed construction would be included in the report.

TASK 4: ADDITIONAL EIR ANALYSIS AND COORDINATION

Tasks 1, 2 and 4 introduce scope items not fully considered in our EIR scope of work. In the EIR, Consultant will summarize the technical reports presented in these tasks, and coordinate with the geotechnical subconsultant. Consultant will coordinate with the City in the preparation of the conceptual landscape plan and engineering plans as relevant incorporate text and graphics into the EIR. Consultant will also include an evaluation of neighborhood character in the EIR.

TASK 5: ADDITIONAL MEETINGS

It is assumed that **six (6)** additional team meetings will be required over the course of the EIR effort. These meetings may include meetings with the Mission Valley and Serra Mesa community planning groups.

Amendment to Compensation and Fee Schedule

Task	Cost Amendment Request
Biology Technical Report	\$10,200
Water Quality Report, Drainage Report	\$17,680
Geotechnical Report	\$12,100
Additional EIR Analysis and Coordination	\$18,400
Additional Meetings	\$8,800
Total Cost Amendment	\$67,180

Amendment to Time Schedule

All work shall commence upon receipt of the Notice to Proceed from the City.

Biology Technical Report	
Water Quality Report, Drainage Report	
Geotechnical Report	4 months
Additional EIR Analysis and Coordination	
Additional Meetings.....	On-going until Scope and Amendment to Scope are Complete

DUPLICATE ORIGINAL

**AGREEMENT BETWEEN
THE CITY OF SAN DIEGO**

AND

DUDEK

FOR

Environmental Services for Phyllis Place Road Connection

CONTRACT NUMBER: H115314

C-15593
Document No. **SEP 14 2011**
Filed _____
Office of the City Clerk
San Diego, California

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CONSULTANT AGREEMENT EXHIBITS

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- Exhibit B - Compensation and Fee Schedule
- Exhibit C - Time Schedule
- Exhibit D - City's Equal Opportunity Contracting Program Consultant Requirements
 - (AA) Work Force Report
 - (BB) Subcontractors List
 - (CC) Contract Activity Report
- Exhibit E - Consultant Certification for a Drug-Free Workplace
- Exhibit F - Consultant Evaluation Form
- Exhibit G - Vendor Registration Form
- Exhibit H - Contractor Standards Pledge of Compliance
- Exhibit I - Determination Form
- Exhibit J- Equal Benefits Ordinance Certification of Compliance

**AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND DUDEK
FOR CONSULTANT SERVICES**

THIS Agreement is made and entered into between the City of San Diego, a municipal corporation [City], and Dudek [Consultant] for the Consultant to provide Services to the City for environmental services.

RECITALS

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

The Consultant has the expertise, experience and personnel necessary to provide the Services. The City and the Consultant [Parties] want to enter into an Agreement whereby the City will retain the Consultant to provide, and the Consultant shall provide, the Services.

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

ARTICLE I

CONSULTANT SERVICES

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

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

1.2 Contract Administrator. The City Planning and Community Investment Department (CPCI) is the contract administrator for this Agreement. The Consultant shall provide the Services under the direction of a designated representative of the CPCI. The City's designated representative will communicate with the Consultant on all matters related to the administration of this Agreement and the Consultant's performance of the Services rendered hereunder. When this Agreement refers to communications to or with the City, those communications will be with the designated representative, unless the designated representative or the Agreement specifies otherwise. However, when this Agreement refers to an act or approval to be performed by City, that act or approval shall be performed by the Mayor or his designee, unless the Agreement specifies otherwise.

1.3 City Modification of Scope of Services. The City may, without invalidating this Agreement, order changes in the Scope of Services by altering, adding to or deducting from the Professional Services to be performed. All such changes shall be in writing and shall be performed in accordance with the provisions of this Agreement. If any such changes cause an

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

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

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

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

ARTICLE II

DURATION OF AGREEMENT

2.1 Term of Agreement. This Agreement shall be effective on the date it is executed by the last Party to sign the Agreement, and 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 2012 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. The time for performance of the Scope of Services (Exhibit A) is set forth in the Time Schedule (Exhibit C).

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

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

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

2.6 City's Right to Terminate for Convenience. The City may, at its sole option and for its convenience, terminate all or any portion of the 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 Services shall be effective upon receipt of the notice by the Consultant. After termination of this Agreement, the Consultant shall complete any and all additional work necessary for the orderly

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

2.7 City's Right to Terminate for Default. If the Consultant fails to 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 this Agreement, including reasonably related expenses, for a total contract amount not exceeding \$150,000.00. The compensation for the Scope of Services shall not exceed \$130,000.00, and the compensation for Additional Services (described in Section 3.2), if any, shall not exceed \$20,000.00.

3.2 Additional Services. The City may require that the Consultant perform additional Professional Services [Additional Services] beyond those described in the Scope of Services [Exhibit A]. 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 (Exhibit B). The City will pay the Consultant for the performance of Additional Services in accordance with Section 3.3.

3.3 Manner of Payment. The City shall pay the Consultant in accordance with the Compensation and Fee Schedule (Exhibit B). For the duration of this Agreement, the Consultant shall not be entitled to fees, including fees for expenses, that exceed the amounts specified in the Compensation and Fee Schedule. The Consultant shall submit one invoice per calendar month in a form acceptable to City in accordance with the Compensation and Fee Schedule. The Consultant shall include with each invoice a description of completed Professional Services, reasonably related expenses, if any, and all other information, including but not limited to: the progress percentage of the Scope of Services and/or deliverables completed prior to the invoice

date, as required by the City. The City will pay undisputed portions of invoices within thirty calendar days of receipt.

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

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

ARTICLE IV

CONSULTANT'S OBLIGATIONS

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

4.2 Right to Audit.

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

4.2.2 Audit. The City's Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that the City determines

are necessary to discover and verify that the Consultant or Subcontractor is in compliance with all requirements under this Agreement.

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

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

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

4.2.4 Compliance Required before Mediation or Litigation. A condition precedent to proceeding with mandatory mediation and further litigation provided for in Article VII is the Consultant's and Subcontractors full compliance with the provisions of this Section 4.2 within sixty days of the date on which the City mailed a written request to review and audit compliance.

4.3 Insurance. The Consultant shall not begin the Services under this Agreement until it has: (a) obtained, and provided to the City, insurance certificates reflecting evidence of all insurance as set forth herein; however, the City reserves the right to request, and the Consultant shall submit, copies of any policy upon reasonable request by the City; (b) obtained City approval of each company or companies as required in Section 4.3.3 of this Agreement; and (c) confirmed that all policies contain the specific provisions required in Section 4.3.4 of this Agreement. Consultant's liabilities, including but not limited to Consultant's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Except as provided for under California law, all policies of insurance required hereunder must provide that the City is entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies. Maintenance of specified insurance coverage is a material element of this Agreement and Consultant's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of contract by the City.

Further, the Consultant shall not modify any policy or endorsement thereto which increases the City's exposure to loss for the duration of this Agreement.

4.3.1 Types of Insurance. At all times during the term of this Agreement, the Consultant shall maintain insurance coverage as follows:

4.3.1.1 Commercial General Liability. Commercial General Liability (CGL) Insurance written on an ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of \$1 million per occurrence and subject to an annual aggregate of \$2 million. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

4.3.1.2 Commercial Automobile Liability. For all of the Consultant's automobiles including owned, hired and non-owned automobiles, the Consultant shall keep in full force and effect, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1 million per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

4.3.1.3 Workers' Compensation. For all of the Consultant's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, the Consultant shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide a minimum of \$1 million of employers' liability coverage, and the Consultant shall provide an endorsement that the insurer waives the right of subrogation against the City and its respective elected officials, officers, employees, agents and representatives.

4.3.1.4 Professional Liability. For all of the Consultant's employees who are subject to this Agreement, the Consultant shall keep in full force and effect, Professional Liability coverage for professional liability with a limit of \$1 million per claim and \$2 million annual aggregate. The Consultant shall ensure both that: (1) the policy retroactive date is on or before the date of commencement of the Project; and (2) the policy will be maintained in force for a period of three years after substantial completion of the Project or termination of this Agreement whichever occurs last. The Consultant agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the City's exposure to loss.

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

4.3.3 Acceptability of Insurers.

4.3.3.1 Except for the State Compensation Insurance Fund, all insurance required by this Contract or in the Special General Conditions shall only be carried by insurance companies with a rating of at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State of California, and that have been approved by the City.

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

4.3.4 Required Endorsements

The following endorsements to the policies of insurance are required to be provided to the City before any work is initiated under this Agreement.

4.3.4.1 Commercial General Liability Insurance Endorsements

ADDITIONAL INSURED. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of (a) ongoing operations performed by you or on your behalf, (b) your products, (c) your work, including but not limited to your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled or used by you.

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

4.3.4.2 Automobile Liability Insurance Endorsements

ADDITIONAL INSURED. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of automobile owned, leased, hired or borrowed by or on behalf of the Consultant.

4.3.4.3 Worker's Compensation and Employer's Liability Insurance Endorsements

WAIVER OF SUBROGATION. The Worker's Compensation policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected officials, officers, employees, agents and representatives for losses paid under the terms of this policy or these policies which arise from work performed by the Named Insured for the City.

4.3.5 Reservation of Rights. The City reserves the right, from time to time, to review the Consultant's insurance coverage, limits, deductible and self-insured retentions to determine if they are acceptable to the City. The City will reimburse the Consultant for the cost of the additional premium for any coverage requested by the City in excess of that required by this Agreement without overhead, profit, or any other markup.

4.3.6 Additional Insurance. The Consultant may obtain additional insurance not required by this Agreement.

4.3.7 Excess Insurance. All policies providing excess coverage to the City shall follow the form of the primary policy or policies including but not limited to all endorsements.

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

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

4.4.1.1 Each Subcontractor shall obtain insurance policies which shall be kept in full force and effect during any and all work on this Agreement. Each Subcontractor shall obtain, and the Consultant shall require the Subcontractor to obtain, all policies described in Section 4.3.1.

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

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

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

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

4.4.1.6 The City is an intended beneficiary of any work performed by the Subcontractor for purposes of establishing a duty of care between the Subcontractor and the City.

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

4.6 Non-Discrimination Requirements.

4.6.1 Compliance with the City's Equal Opportunity Contracting Program. The Consultant shall comply with the City's Equal Opportunity Contracting Program Consultant Requirements [Exhibit D]. The Consultant shall not discriminate against any employee or applicant for employment on any basis prohibited by law. The Consultant shall provide equal opportunity in all employment practices. The Consultant shall ensure that its Subcontractors 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 Subcontractors.

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 Subcontractors, vendors or suppliers. The Consultant shall provide equal opportunity for Subcontractors to participate in subcontracting opportunities. The Consultant understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions. This language shall be in contracts between the Consultant and any Subcontractors, 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 Subcontractors, vendors, and suppliers that the Consultant has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by the Consultant for each subcontract or supply contract. The Consultant further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance [San Diego Municipal Code sections 22.3501-22.3517.] The Consultant understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in remedies being ordered against the Consultant up to and including contract termination, debarment, and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance. The Consultant further understands and agrees that the procedures, remedies and sanctions provided for in the Nondiscrimination Ordinance apply only to violations of said Nondiscrimination Ordinance.

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

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

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

4.7.2.1 The dangers of drug abuse in the work place.

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

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

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

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

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

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

4.9 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.

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

interest code requiring the completion of one or more statements of economic interests disclosing the Consultant's relevant financial interests. The determination as to whether any individual members of the Consultant's organization must make disclosures of relevant financial interests is set forth in the Determination Form (Exhibit I).

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

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

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

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

4.9.4 If the Consultant violates any conflict of interest law or any of the provisions in this Section 4.9, the violation shall be grounds for immediate termination of this Agreement. Further, the violation subjects the Consultant to liability to the City for attorneys fees and all damages sustained as a result of the violation.

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

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

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

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

4.14 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.

ARTICLE V

RESERVED

ARTICLE VI

INDEMNIFICATION

6.1 Indemnification and Hold Harmless Agreement. With respect to any liability, including but not limited to claims asserted or costs, losses, attorney fees, or payments for injury to any person or property caused or claimed to be caused by the acts or omissions of the Consultant, or 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.

ARTICLE VII

MEDIATION

7.1 Mandatory Non-binding Mediation. With the exception of Sections 2.5-2.7 of this Agreement, if a dispute arises out of, or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through normal contract negotiations, prior to the initiation of any litigation, the Parties agree to attempt to settle the dispute in an amicable manner, using mandatory mediation under the Construction Industry Mediation Rules of the American Arbitration Association [AAA] or any other neutral organization agreed upon before having recourse in a court of law.

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

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

7.3.1 If AAA is selected to coordinate the mediation [Administrator], within ten working days from the receipt of the initiating Party's Request for Mediation, the opposing Party shall file the following: a list of preferred Mediators listed in preference order after striking any Mediators to which they have any factual objection, and a preference for available dates. If the opposing Party strikes all of initiating Party's preferred Mediators, opposing Party shall submit a list of three preferred Mediators listed in preference order to initiating Party and Administrator. Initiating Party shall file a list of preferred Mediators listed in preference order, after striking any Mediator to which they have any factual objection. This process shall continue until both sides have agreed upon a Mediator.

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

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

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

7.4.1 Both Parties must have an authorized representative attend the mediation. Each representative must have the authority to recommend entering into a settlement. Either

Party may have attorney(s) or expert(s) present. Upon reasonable demand, either Party may request and receive a list of witnesses and notification whether attorney(s) will be present.

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

ARTICLE VIII

INTELLECTUAL PROPERTY RIGHTS

8.1 Work For Hire. All original designs, plans, specifications, reports, documentation, and other informational materials, whether written or readable by machine, originated or prepared exclusively for the City pursuant to this Agreement (Deliverable Materials) is “work for hire” under the United States Copyright law and shall become the sole property of the City. The Consultant, including its employees, and independent Subcontractor(s), shall not assert any common law or statutory patent, copyright, trademark, or any other intellectual proprietary right to the City to the deliverable Materials.

8.2. Rights in Data. All rights (including, but not limited to publication(s), registration of copyright(s), and trademark(s) in the Deliverable Materials, developed by the Consultant, including its employees, agents, talent and independent Subcontractors pursuant to this Agreement are the sole property of the City. The Consultant, including its employees, agents, talent, and independent Subcontractor(s), may not use any such Product mentioned in this article for purposes unrelated to Consultant’s work on behalf of the City without prior written consent of the City.

8.3 Intellectual Property Rights Assignment. Consultant, its employees, agents, talent, and independent Subcontractor(s) agree to promptly execute and deliver, upon request by City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials; and cooperate and assist in the prosecution of any action or opposition proceeding involving said rights and any adjudication of the same.

8.4 Moral Rights. Consultant, its employees, agents, talent, and independent Subcontractor(s) hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Deliverable Materials which Consultant, its employees, agents, talent, and independent Subcontractor(s), may now have or which may accrue to Consultant, its employees, agents, talent, and independent Subcontractor(s)’ benefit under U.S. or foreign copyright laws and any and all other residual rights and benefits which arise under any other applicable law now

in force or hereafter enacted. The term “Moral Rights” shall mean any and all rights of paternity or integrity in or to the Deliverable Materials and the right to object to any modification, translation or use of said content, and any similar rights existing under judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

8.5 Subcontracting. In the event that Consultant utilizes a Subcontractor(s) for any portion of the Work that is in whole or in part of the specified Deliverable(s) to the City, the agreement between Consultant and the Subcontractor [Subcontractor Agreement] shall include a statement that identifies that the Deliverable/Work product as a “work-for hire” as defined in the Act and that all intellectual property rights in the Deliverable/Work product, whether arising in copyright, trademark, service mark or other belongs to and shall vest solely with the City. Further, the Subcontractor Agreement shall require that the Subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to the City, all titles, rights and interests in and to said Work/Deliverable, including all copyrights and other intellectual property rights. City shall have the right to review any Subcontractor agreement for compliance with this provision.

8.6 Publication. Consultant may not publish or reproduce any Deliverable Materials, for purposes unrelated to Consultant’s work on behalf of the City without prior written consent of the City.

8.7 Intellectual Property Warranty and Indemnification. Consultant represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this contract are either original, not encumbered and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Consultant to produce, at Consultant’s own expense, new non-infringing materials, deliverables or Works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Consultant further agrees to indemnify and hold harmless the City, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages of any type alleging or threatening that any materials, deliverables, supplies, equipment, services or Works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claims of Infringement). If a Third Party Claim of Infringement is threatened or made before Consultant receives payment under this contract, City shall be entitled, upon written notice to Consultant, to withhold some or all of such payment.

8.8 Enforcement Costs. The Consultant agrees to pay any and all costs the City incurs enforcing the indemnity and defense provisions set forth in Article 8, including but not limited to, attorney’s fees.

8.9 Ownership of Documents. Once the Consultant has received any compensation for the Professional Services performed under this Agreement, all documents, including but not

limited to, original plans, maps, studies, sketches, drawings, computer printouts and disk files, and specifications prepared in connection with or related to the Scope of Services or Professional Services, shall be the property of the City.

ARTICLE IX

MISCELLANEOUS

9.1 Notices. In all cases where written notice is required under this Agreement, service shall be deemed sufficient if the notice is deposited in the United States mail, postage paid. Proper notice shall be effective on the date it is mailed, unless provided otherwise in this Agreement. For the purpose of this Agreement, unless otherwise agreed in writing, notice to the City shall be addressed to: City Planning and Community Investment Department, 202 C Street, MS4A, San Diego, CA 92101 Attn: Lesley Henegar, Project Manager, and notice to the Consultant shall be addressed to: Mr. Shawn Shamlou, Project Manager, Dudek, Corporation, 605 Third Street, Encinitas, San Diego, CA 92024.

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

9.3 Non-Assignment. The Consultant shall not assign the obligations under this Agreement, whether by express assignment or by sale of the company, nor any monies due or to become due, without the City's prior written approval. Any assignment in violation of this paragraph shall constitute a Default and is grounds for immediate termination of this Agreement, at the sole discretion of the City. In no event shall any putative assignment create a contractual relationship between the City and any putative assignee.

9.4 Independent Contractors. The Consultant and any Subcontractors employed by the Consultant shall be independent contractors and not agents of the City. Any provisions of this Agreement that may appear to give the City any right to direct the Consultant concerning the details of performing the 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.

9.5 Consultant and Subcontractor Principals for Consultant Services. It is understood that this Agreement is for unique Professional Services. Retention of the Consultant's Professional Services is based on the particular professional expertise of the following members of the Consultant's organization: Joseph Monaco and Shawn Shamlou [Project Team]. Accordingly, performance of Professional Services on the Project may not be delegated to other members of the Consultant's organization or to Subcontractors without the prior written consent of the City. It is mutually agreed that the members of the Project Team are the principal persons responsible for delivery of all Professional Services and may not be removed from the Project without the City's prior written approval. Removal of any member of the Project Team without notice and approval by the City may be considered a default of the terms and conditions of this Agreement by the Consultant. In the event any member of the Project Team becomes unavailable for any reason, the City must be consulted as to any replacement. If the City does not approve of

a proposed replacement, the City may terminate this Agreement pursuant to section 2.6 of this Agreement. Further, the City reserves the right, after consultation with the Consultant, to require any of the Consultant's employees or agents to be removed from the Project.

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

9.7 Compliance with Controlling Law. The Consultant shall comply with all laws, ordinances, regulations, and policies of the federal, state, and local governments applicable to this Agreement. In addition, the Consultant shall comply immediately with all directives issued by the City or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations. The laws of the State of California shall govern and control the terms and conditions of this Agreement.

9.8 Jurisdiction and Attorney Fees. The jurisdiction and applicable laws for any suit or proceeding concerning this Agreement, the interpretation or application of any of its terms, or any related disputes shall be in accordance with the laws of the State of California. The prevailing Party in any such suit or proceeding shall be entitled to a reasonable award of attorney fees in addition to any other award made in such suit or proceeding.

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

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

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

9.12 No Waiver. No failure of either the City or the Consultant to insist upon the strict performance by the other of any covenant, term or condition of this Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Agreement, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Agreement, and each and every covenant, condition, and term hereof shall continue in full force and effect without respect to any existing or subsequent breach.

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

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

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

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

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

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

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

9.20 Consultant Evaluation. City will evaluate Consultant's performance of Services using the Consultant Evaluation Form (Exhibit F).

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

9.22 Survival of Obligations. All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, shall survive, completion and acceptance of the Professional Services and termination or completion of the Agreement.

9.23 Vendor Registration. All consultants, subconsultants, contractors, subcontractors and vendors wishing to conduct business with the City of San Diego, or those intending to compete for City contracts, must submit a completed Vendor Registration Form (Exhibit G) to the City of San Diego's Purchasing & Contracting Department.

Registration will be a prerequisite for the following:

- a) Submission of contract or subcontract proposals for City projects,
- b) Acceptance of all consultant and vendor bills and invoices to the City, and
- c) Award of all contracts issued by the City.

Contractor/Vendor Registration shall remain valid for 2 years from the date the registration form is submitted, and must be renewed at the time.

It shall be the Prime Consultant's responsibility to ensure that all its proposed subcontractors submit the Contractor/Vendor Registration form prior to the award of the agreement. Electronic copy of the Contractor/Vendor Registration form is available for download from the following site: <http://www.sandiego.gov/purchasing/vendor/index.shtml>.

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

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

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

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

Contractors also must give the City access to documents and records sufficient for the City to verify the contractors are providing equal benefits and otherwise complying with EBO requirements. Full text of the EBO and the Rules Implementing the Equal Benefits Ordinance

are posted on the City's website at www.sandiego.gov/purchasing/ or can be requested from the Equal Benefits Program at (619) 533-3948.

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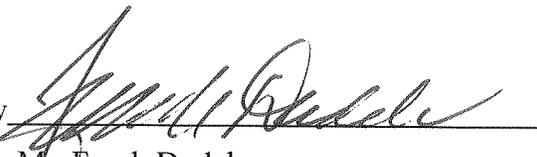
IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor, pursuant to San Diego Municipal Code Section 22.3223, authorizing such execution, and by the Consultant pursuant to Board Resolution of Dudek Appointing Officers, Duly Passed on March 31, 2011.

Dated this 18th day of August, 2011.

THE CITY OF SAN DIEGO
Mayor or Designee

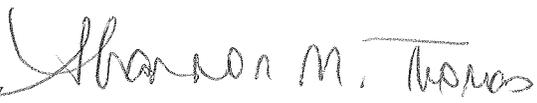
By: 
W. Downs Prior
Principal Contract Specialist
Public Works Contracting

I HEREBY CERTIFY I can legally bind Dudek and that I have read all of this Agreement, this 15th day of August, 2011.

By: 
Mr. Frank Dudek
President

I HEREBY APPROVE the form and legality of the foregoing Agreement this 12th day of September, 2011.

JAN I. GOLDSMITH, City Attorney

By: 
Shannon M. Thomas
Deputy City Attorney

RECEIVED
CITY CLERK'S OFFICE
11 SEP 13 PM 10:44
SAN DIEGO, CALIF.

CONSULTANT AGREEMENT EXHIBITS

- Exhibit A - Scope of Services
- Exhibit B - Compensation and Fee Schedule
- Exhibit C - Time Schedule
- Exhibit D - City's Equal Opportunity Contracting Program Consultant Requirements
 - (AA) Work Force Report
 - (BB) Subcontractors List
 - (CC) Contract Activity Report
- Exhibit E - Consultant Certification for a Drug-Free Workplace
- Exhibit F - Consultant Evaluation Form
- Exhibit G - Vendor Registration Form
- Exhibit H - Contractor Standards Pledge of Compliance
- Exhibit I - Determination Form
- Exhibit J- Equal Benefits Ordinance Certification of Compliance

SCOPE OF SERVICES

Task 1 Project Kickoff and Initiation

Dudek will attend a project kickoff meeting with members of the project team, including City staff, and other key staff. The purpose of the meeting is to establish lines of communication during this initial phase, receive project data, and establish the EIR schedule. Dudek will confirm the project description and discuss the overall approach to the EIR, including alternatives. Dudek will obtain the latest information from the City and establish a coordination procedure between Dudek, KOA, and the City. Dudek will also coordinate a detailed project description for use in the EIR.

Dudek regards this task as a key component of the work effort, and we look forward to discussing key environmental issues including traffic, noise, air quality, greenhouse gas emissions, and biology.

Task 2 Extended Initial Study/ Public Scoping and Notice of Preparation

Using the City's report format, Dudek will prepare an Extended Initial Study for purposes of filing at the county clerk's office as well as an attachment to the Notice of Preparation (NOP). The Extended Initial Study will include a project description and an explanation of the factual data or evidence used to reach the conclusions regarding impact significance. The document will be submitted to the City for review and comment before finalizing. It will identify potentially significant effects, and any issues that the team determines should appear as "effects found not to be significant" will be thoroughly analyzed in the document to eliminate the need for further analysis. Dudek will use the information presented in the Quarry Falls Program EIR to complete the Extended Initial Study, but detailed analyses are not anticipated to be presented at this stage.

Public scoping will consist of issuance of a Notice of Preparation (NOP) and incorporation of comments received on the NOP as required by the California Environmental Quality Act (CEQA). Dudek will prepare the required NOP using the City's recommended format.

Dudek will run a public scoping meeting with assistance from the City DSD Environmental Analysis Section. The meeting will be initiated with an overview of the project description, as well as the EIR scope of work. This will be followed by providing an opportunity for the public to make comments and observations about the project's impacts and EIR focus.

Dudek will summarize and record these concerns and ask meeting participants to clarify their concerns and provide insight into their expectations of the Draft EIR as an independent tool for fact-finding. Dudek will use the scoping meeting as an opportunity to interact with and ask questions of community representatives and the public. The City will prepare all public scoping meeting materials.

The City will compile the mailing list and also maintain the list throughout the EIR process.

Task 3 Technical Reports

The following technical studies will be included as appendices to the First Screencheck Draft EIR. This includes that up to two submittals for each technical study (one draft plus one final) is required. Dudek will coordinate with City staff to ensure that all technical studies are prepared in accordance with the City of San Diego’s Technical Manuals and Significance Determination Thresholds under CEQA. Up to three (3) hardcopies and an electronic version of each technical report will be submitted.

Task 3.1 Biological Resources Technical Memorandum

Dudek will confirm existing information or update the vegetation mapping for approximately 100 feet on either side (200 feet total) of the road connection along the approximately 120-foot long section from Phyllis Place south to Via Alta. The impacts to this area associated with the road extension and widening of Phyllis Place were previously analyzed in the July 2008 Alternatives section of the Quarry Falls PEIR. Impacts and mitigation were quantified as follows (Page 10-48 of the PEIR):

Vegetation Community/Land Cover	Acreage of Impact	Acreage of Mitigation Required
Coastal sage scrub	0.22	0.22
Disturbed vegetation	0.13	--
Non-native grassland	0.64	0.32
Developed area	0.59	--
Total	1.58	0.54

Dudek will conduct a general biological reconnaissance survey of the project area to create a baseline biological resources map with vegetation communities in order to verify or update these findings. Vegetation communities on the project site will be mapped on a 100- or 200-scale

(1 inch = 100 feet or 200 feet) topographic map or aerial photograph of the project area. Following completion of the field work, all vegetation polygons will be digitized or downloaded into ArcMap to create a Geographic Information System (GIS) coverage. Vegetation communities will be mapped according to Holland’s nomenclature.

Results of the biological reconnaissance will be summarized in a brief memorandum format, including methodology and graphics depicting existing vegetation communities on site. Also included in the memo will be an assessment of existing conditions, an analysis of impacts, and an assessment of the significance of impacts in accordance with CEQA. Direct and indirect impacts for both short-term and long-term effects of the proposed project will be evaluated. Dudek will recommend specific avoidance, minimization, and mitigation measures that reduce impacts to a level below significance, if possible. Proposed mitigation requirements for potential impacts to sensitive or special-status resources will be discussed in terms of regional planning, and city, state, and federal laws and guidelines to comply with all existing biological resource laws, regulations, and court precedent, including CEQA and the Migratory Bird Treaty Act. Graphics will be prepared to illustrate the location of the site, the existing biological conditions, and the proposed project impacts.

The City via KOA Corporation will provide engineering drawings for the proposed impact areas for the impacts analysis section.

Task 3.2 Noise Study

Dudek will prepare an acoustical study evaluating the potential traffic and construction noise impact associated with the proposed project. The acoustical study will be prepared in accordance with City of San Diego acoustical report guidelines. Up to five short-term noise measurements will be conducted along the nearby roads that would be subject to traffic redistribution resulting from implementation of the project. The noise measurements will be conducted using ANSI Type 1 calibrated integrating sound level meter.

Using traffic volume information provided by the City, existing and future noise levels along the roads will be determined using the Federal Highway Authority's TNM 2.5 traffic noise prediction model. The future noise level increase will be determined using the future traffic volumes. Potential noise impacts at adjacent existing land uses will be evaluated based on compliance with the City's noise criteria. Preliminary noise mitigation measures will be identified. Construction noise and vibration will be evaluated based on the proposed construction equipment. The construction noise and vibration levels will be determined using published construction noise and vibration data.

Task 3.3 Air Quality and Greenhouse Gas Study

Dudek will prepare an air quality assessment for the proposed project utilizing the City of San Diego's emissions-based thresholds in its Significance Determination Thresholds as the basis. The study will be prepared in accordance with City of San Diego report guidelines.

Air Quality and Regulatory Setting. A discussion of local and regional climate, meteorology and topography as they affect the accumulation or dispersal of air pollutants will be presented in the air quality assessment. Federal, state, and local regulatory agencies responsible for air quality management will be identified and applicable federal, state, and local air quality policies, regulations, and standards will be summarized. Current air quality conditions and recent trends in the project area will be described based on local air quality monitoring data.

Construction Impacts. Dudek will estimate emissions associated with the construction phase of the project using the URBEMIS2007 (URBan EMISsions) land use and air quality model, the recently released CalEEMod (California Emission Estimator Model), or the Sacramento Metropolitan Air Quality Management District's Road Construction Model for linear projects. The City will provide a construction scenario for each construction phase. The emission estimates will be based on information provided by the City and/or standardized approaches. Dudek will then evaluate the significance of the construction emissions based on the City's significance criteria.

Operational Impacts. Dudek will estimate the potential reduction in motor vehicle emissions resulting from the redirection of some of the traffic associated with the Civita project to I-805 along Phyllis Place instead of more indirect routes. The project may reduce lengths of this segment of trips associated with the Civita project, but overall trip lengths would be assumed to be unchanged. In addition, Dudek will qualitatively evaluate the potential for the project to result in elevated levels of carbon monoxide, referred to as CO "hotspots," at congested intersections. Based upon alternative analysis performed in the Quarry Falls EIR the project would result in redistribution of traffic in the study area, it would not result in a deterioration of the level of service to less than D or worse. Furthermore, we will refer to the analysis performed in the EIR for the Quarry Falls Specific Plan. That analysis indicated less than significant impacts at all intersections with predicted carbon monoxide concentrations well below the State Ambient Air Quality Standards.

Global Climate Change. To respond to the recently added questions in Appendix G of the State CEQA Guidelines related to greenhouse gases (GHGs), this section of the air quality assessment will consist of a brief description of global climate change and a summary of the scientific fundamentals and applicable regulatory measures. In addition to the criteria pollutant emissions described above, Dudek will estimate the GHG emissions associated with construction of the project. Furthermore, we will estimate the potential reduction in GHG emissions from vehicle trips in a manner similar to that discussed under Operational Impacts. A qualitative discussion of global climate change and the project's potential to significantly contribute to the production of GHGs will be included in the air quality analysis. As well, the benefits of any project features that would improve access for bicycles and pedestrians, and the associated reduction in vehicle trips, will be highlighted.

Task 4 Screencheck Draft EIR

Following input from the scoping process, and in close cooperation with City staff, Dudek will prepare the Draft EIR in conformance with the criteria, standards, and provisions of CEQA and in accordance with City of San Diego Significance Determination Thresholds (January 2007). In April 2010, the City released revised thresholds for public review for the topics of Health and Safety, Paleontology, and Public Services and Utilities (Solid Waste Generation/Disposal), and we will coordinate with the City to determine the appropriate thresholds for those topics.

The EIR will also be prepared in conformance with the criteria, standards, and provisions of CEQA of 1970, the California Public Resources Code Section 21000 et seq., and the state CEQA guidelines.

During this phase, Dudek does not have the responsibility of preparing the Traffic Impact Analysis through the City cycle review. Other technical analyses (e.g., cultural resources, water quality, geotechnical, drainage, etc.) prepared as part of the Quarry Falls Program EIR will be relied upon for use in the EIR analysis.

The EIR will address the proposed project, environmental issues, and alternatives identified in the NOP. For each environmental issue, the EIR will describe existing conditions, identify impacts, characterize the significance of impacts, and recommend mitigation measures as appropriate. Other required CEQA sections will be included in the EIR including analysis of cumulative effects, growth inducement and irreversible environmental changes. The EIR analysis will be based on the technical studies and engineering information developed for the project.

This scope of work assumes preparation of a First Screencheck Draft EIR, followed by a Second Screencheck Draft EIR. The Second Screencheck will be revised based on comments and revisions from the City prior to the Public Review Draft EIR. Depending on the results of the scoping process, the following issues are anticipated to be addressed in detail in the EIR:

- Land Use and Planning
- Traffic
- Noise
- Air Quality
- Greenhouse Gases
- Biological Resources
- Water Quality
- Cultural Resources

- Recreation
- Public Health and Safety (Hazardous Materials)
- Geology and Soils
- Public Services and Utilities
- Aesthetics/Neighborhood Character/Visual Quality

For the topic of Aesthetics, there is a potential that no visual simulations would be necessary. If a simulation is necessary this would be an additional service provided.

The remaining CEQA topics will be addressed in the Effects Not Found to be Significant section of the EIR. Other key topics to be addressed in the EIR include the following:

Cumulative Effects. This EIR section will outline the purpose of cumulative impact considerations per CEQA guidelines and outline the cumulative growth forecasting methodology and cumulative impact analysis methodology. This section will be based on a list and description of closely related past, present and reasonably foreseeable future projects within the project vicinity that would have the ability to contribute to cumulative effects in any of the environmental issue areas discussed in the EIR.

In coordination with the City, Dudek will identify reasonably foreseeable projects as required under CEQA. As a starting point, we assume the traffic analysis provided by the city will provide a list of cumulative projects to be considered in their traffic analysis, which Dudek will in turn use in the EIR.

This section will evaluate whether individual project impacts are cumulatively significant when viewed in combination with these other projects. A cumulative study area for each issue area will be identified. The discussion will include an assessment of the project's ability to compound or increase adverse environmental impacts when added to cumulative projects. The cumulative analysis will evaluate compliance with applicable policies and programs.

Alternatives. The EIR will study the necessary alternatives which would include different street classifications and alignments for the connection to Phyllis Place Road, as warranted. A through road connection from Phyllis Place for police and fire emergency evacuation only will also be considered, as will a pedestrian and bicycle use only alternative. A no road alternative, without pedestrian or bicycle uses, should also be considered. Up to four alternatives will be analyzed in detail in the EIR.

Deliverables:

- Three (3) copies of each Screencheck Draft EIR
- One (1) CD containing Word or PDF files of screencheck EIRs.

Task 5 Draft EIR

Based on City comments, Dudek will prepare the Draft EIR for public review. The Draft EIR will consist of text, graphics, appendices, and will include a complete and comprehensible Executive Summary. Dudek will work with City staff to assemble, notice and distribute the Draft EIR for public review. Dudek will also prepare a Notice of Completion (NOC) in the form of the most recently updated CEQA Guidelines for review and approval by the City prior to public distribution.

Deliverables:

- Three (3) copies of the Draft EIR
- One (1) reproducible Master Draft EIR
- One (1) CD containing Word or PDF files of Draft EIR
- One (1) copy of the NOC

Task 6 Final EIR and Related Tasks

Following conclusion of the public review period, Dudek will catalog and categorize comments on the Draft EIR and will prepare responses to comments for inclusion in the Final EIR. Dudek will also assemble text changes to the Final EIR as appropriate. This task includes one round of revisions to the responses to comments based on City comments. It is assumed that no changes to technical reports would be required at this stage of EIR processing. A Mitigation Monitoring and Reporting Program (MMRP) will also be prepared for inclusion in the Final EIR. Dudek will distribute the Final EIR at least 14 days prior to the certification hearing.

Deliverables:

- Five (5) copies of the Screencheck Final EIR
- One (1) copy of the Screencheck Response to Comments and Findings
- One (1) copy of the MMRP
- Five (5) printed and bound copies of the Final EIR, including Response to Comments, Findings, and MMRP
- One (1) reproducible Master Final EIR, including Technical Studies, Response to Comments, Findings, and MMRP
- One (1) CD containing the Final EIR

A Statement of Overriding Considerations may be required if significant unmitigated impacts are identified as part of the CEQA review process. The Statement of Overriding Considerations will be prepared if the City finds that the benefits of the proposed project outweigh unavoidable adverse environmental effects. The statement will set forth the specific overriding social, economic, legal, technical, or other beneficial aspects of the project supporting the City's decision; this will be based on substantial evidence in the Final EIR or elsewhere in the record. Dudek will also prepare the Candidate Findings for review and comment and submit to the City, prior to EIR certification. One screencheck review of the Findings is included in this scope of work.

Task 7 Project Management and Administration

This task includes regular progress reports to the City to be submitted with our monthly invoice.

Task 8 Meetings and Hearings

This work item includes participation in seven (7) meetings and hearings to complete the technical studies, and prepare and process the EIR. Dudek's project manager will attend the project meetings and hearings. Additional meetings beyond those listed would be provided under a separate scope of work on a time and materials basis, with prior authorization from the City. Meetings included in this scope of work include the following:

Public scoping meeting (see Task 2)

Two (2) Planning Commission hearings for plan amendment and EIR adoption recommendation

Two (2) City Council hearings for plan amendment and EIR adoption

COMPENSATION AND FEE SCHEDULE

<i>Task 1</i>	<i>Project Kickoff and Initiation.....</i>	<i>\$1,155</i>
<i>Task 2</i>	<i>Extended Initial Study/Public Scoping and NOP.....</i>	<i>\$10,640</i>
<i>Task 3</i>	<i>Technical Studies.....</i>	<i>\$21,880</i>
<i>Task 4</i>	<i>Preparation of Two Screencheck Draft EIRs.....</i>	<i>\$49,890</i>
<i>Task 5</i>	<i>Preparation of Draft EIR.....</i>	<i>\$10,510</i>
<i>Task 6</i>	<i>Preparation of Final EIR and Related Tasks.....</i>	<i>\$14,225</i>
<i>Task 7</i>	<i>Project Management and Administration.....</i>	<i>\$14,500</i>
<i>Task 8</i>	<i>Meetings and Hearings.....</i>	<i>\$7,200</i>

As summarized above, the cost estimate totals \$130,000, and the city includes for additional services \$20,000. Additional services must be agreed upon in writing prior to commencement of work. All work will be billed in accordance with our 2011 Standard Schedule of Charges, a copy of which is attached. For this assignment, direct costs will include such items as volume reproduction, photographs, mileage and deliveries.

ASSUMPTIONS

- Filing fees for notices at the County Clerk's office and newspaper noticing fees are not included.
- All EIR processing shall be completed by the City. Processing includes sending of notices and documents to public entities and citizens and handling all comment letters. The City shall also prepare the Notice of Completion and Notice of Determination.
- Once released to the Dudek project team, the project's average daily traffic (ADT) as identified in the forthcoming traffic report will not change. ADT revisions may result in the need to changes in the noise and air quality technical reports, and related EIR sections.
- The number and content of City cycle reviews for the traffic technical report and other non-Dudek reports may trigger out of scope of work on corresponding EIR sections.
- Technical reports prepared as part of the Quarry Falls Program EIR for cultural resources, drainage, hydrology, geology, hazardous materials, and paleontology will be utilized in the Phyllis EIR—no additional information will be required to be developed on these topics.
- Schedule extensions (see schedule assumptions below) may trigger additional scope and cost.

**DUDEK
2011 STANDARD SCHEDULE OF CHARGES**

Engineering Services	
Project Director	\$225.00/hr
Principal Engineer III	\$210.00/hr
Principal Engineer II	\$198.00/hr
Principal Engineer I	\$190.00/hr
Senior Project Manager	\$180.00/hr
Project Manager	\$170.00/hr
Senior Engineer III	\$160.00/hr
Senior Engineer II	\$155.00/hr
Senior Engineer I	\$145.00/hr
Project Engineer IV	\$135.00/hr
Project Engineer III	\$125.00/hr
Project Engineer II	\$115.00/hr
Project Engineer I	\$100.00/hr
Project Coordinator	\$80.00/hr
Engineering Assistant	\$75.00/hr

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

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

Construction Management Services	
Principal/Manager	\$195.00/hr
Senior Construction Manager	\$180.00/hr
Senior Project Manager	\$160.00/hr
Construction Manager	\$150.00/hr
Project Manager	\$140.00/hr
Resident Engineer	\$140.00/hr
Construction Engineer	\$135.00/hr
On-site Owner's Representative	\$130.00/hr
Construction Inspector III	\$125.00/hr
Construction Inspector II	\$115.00/hr
Construction Inspector I	\$105.00/hr
Prevailing Wage Inspector	\$135.00/hr

Hydrogeological Services	
Principal	\$220.00/hr
Sr. Environmental Engineer	\$190.00/hr
Sr. Hydrogeologist/Sr. Proj Mgr	\$170.00/hr
Project Manager	\$155.00/hr
Associate Hydrogeologist/Engineer	\$140.00/hr
Hydrogeologist IV/Engineer IV	\$125.00/hr
Hydrogeologist III/Engineer III	\$115.00/hr
Hydrogeologist II/Engineer II	\$105.00/hr
Hydrogeologist I/Engineer I	\$95.00/hr
Technician	\$95.00/hr

District Management & Operations	
District General Manager	\$175.00/hr
District Engineer	\$160.00/hr
Operations Manager	\$150.00/hr
District Secretary/Accountant	\$85.00/hr
Collections System Manager	\$95.00/hr
Grade V Operator	\$100.00/hr
Grade IV Operator	\$85.00/hr
Grade III Operator	\$80.00/hr
Grade II Operator	\$63.00/hr
Grade I Operator	\$55.00/hr
Operator in Training	\$40.00/hr
Collection Maintenance Worker II	\$55.00/hr
Collection Maintenance Worker I	\$40.00/hr

Office Services	
<i>Technical/Drafting/CADD Services</i>	
3D Graphic Artist	\$150.00/hr
Senior Designer	\$130.00/hr
Designer	\$120.00/hr
Assistant Designer	\$115.00/hr
GIS Specialist IV	\$150.00/hr
GIS Specialist III	\$140.00/hr
GIS Specialist II	\$130.00/hr
GIS Specialist I	\$120.00/hr
CADD Operator III	\$115.00/hr
CADD Operator II	\$110.00/hr
CADD Operator I	\$95.00/hr
CADD Drafter	\$80.00/hr
CADD Technician	\$70.00/hr

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

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

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

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

Travel Expenses – Mileage at current IRS allowable rates. Per diem where overnight stay is involved is charged at cost.

DUDEK

Effective January 1, 2011

Exhibit B

TIME SCHEDULE

WORK PROGRAM: SCHEDULE

For budgeting purposes, we have scheduled a 12-month work effort. Below is a schedule for successfully meeting this desired goal.

From Kickoff through End of Month 1

- Agreed upon project description (including details of road connection, classification, width, etc.) received from City

From Month 1 through Month 2

- Dudek completes Extended Initial Study
- Dudek completes Biological Resources Technical Memorandum for City review

From Month 2 through Month 3

- Dudek receives ADT and VMT from CITY for use in EIR and Dudek technical studies
- City completes review of Biological Resources Technical Memorandum
- NOP scoping meeting
- Decision on 4 alternatives to be considered in EIR agreed upon by City

From Month 3 through Month 4

- Dudek finalizes Biological Resources Technical Memorandum
- Dudek completes Noise and Air Quality Technical Reports for City review
- City provide cumulative project list to Dudek

From Month 5 through Month 6

- City provides completes full traffic study
- City completes review of Noise and Air Quality Technical Reports
- Dudek finalizes Noise and Air Quality Technical Reports
- Dudek completes First Screencheck DEIR

From Month 6 through Month 7

- City completes review of First Screencheck DEIR

From Month 7 through Month 8

- Dudek completes Second Screencheck DEIR
- City completes review of Second Screencheck DEIR

From Month 8 through Month 9

- Dudek completes Public Review DEIR

From Month 9 through Month 10

- 45-day public review period for DEIR

From Month 10 through Month 11

- Public review period for DEIR closes; City submits all comments to Dudek
- Dudek prepares screencheck responses to comments

From Month 11 through Month 12

- City reviews screencheck responses to comments
- Dudek finalizes Final EIR, MMRP, and SOCs

EXHIBIT D

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

CONSULTANT REQUIREMENTS

TABLE OF CONTENTS

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I. City’s Equal Opportunity Commitment. The City of San Diego (City) is strongly committed to equal opportunity for employees and Subcontractors of Consultants doing business with the City. The City encourages its Consultants to share this commitment. Consultants are encouraged to take positive steps to diversify and expand their Subcontractor solicitation base and to offer consulting opportunities to all eligible Subcontractors. *Failure to submit the required EOCP documentation indicated below shall result in a determination of the Consultant being non-responsive.*

II. Nondiscrimination in Contracting Ordinance. All Consultants doing business with the City, and their Subcontractors, must comply with requirements of the City’s *Nondiscrimination in Contracting Ordinance*, San Diego Municipal Code Sections 22.3501 through 22.3517.

A. Proposal Documents to include Disclosure of Discrimination Complaints. As part of its bid or proposal, Consultant shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Consultant in a legal or administrative proceeding alleging that Consultant discriminated against its employees, Subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

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

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

- C. Contract Disclosure Requirements. Upon the City's request, Consultant agrees to provide to the City, within sixty (60) calendar days, a truthful and complete list of the names of all Subcontractors, vendors, and suppliers that Consultant has used in the past five (5) years on any of its contracts that were undertaken within County of San Diego, including the total dollar amount paid by Consultant for each subcontract or supply contract. Consultant further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance, Municipal Code Sections 22.3501 through 22.3517. Consultant understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in remedies being ordered against the Consultant up to and including contract termination, debarment and other sanctions.

III. **Equal Employment Opportunity Outreach Program**. Consultants shall comply with requirements of San Diego Municipal Code Sections 22.2701 through 22.2707. Consultants shall submit with their proposal a Work Force Report for approval by the Program Manager of the City of San Diego Equal Opportunity Contracting Program (EOCP).

- A. Nondiscrimination in Employment. Consultant shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Consultants shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Consultant liable for any discriminatory practice of its subcontractors.
- B. Work Force Report. If based on a review of the Work Force Report (Attachment AA) submitted an EOCP staff Work Force Analysis determines there are under representations when compared to County Labor Force Availability data, then the Consultant will also be required to submit an Equal Employment Opportunity (EEO) Plan to the Program Manager of the City of San Diego Equal Opportunity Contracting Program (EOCP) for approval.
- C. Equal Employment Opportunity Plan. If an Equal Employment Opportunity Plan is required, the Program Manager of EOCP will provide a list of plan requirements to Consultant.

IV. Small and Local Business Program Requirements. The City has adopted a Small and Local Business Enterprise (SLBE) program for consultant contracts. SLBE program requirements for consultant contracts are set forth Council Policy 100-10.

A. SLBE and ELBE Participation for Contracts Valued Over \$50,000:

1. For proposals ranking as qualified or acceptable, or any higher ranking, the City shall apply a maximum of 12 additional points for SLBE or ELBE participation. Points will be awarded as follows:

- a. 20% participation – 5 points
- b. 25% participation – 10 points
- c. SLBE or ELBE as prime contractor – 12 points

2. All professional services contracts valued over \$50,000 or more have a voluntary SLBE/ELBE goal of 20%. For the purposes of this Council Policy, the subcontractor requirement may be met by a provider of materials or supplies. Details can be found at <http://www.sandiego.gov/eoc/boc/slbe.shtml>.

B. Subcontractor Participation List. The Subcontractor Participation List (Attachment BB) shall indicate the Name and Address, Scope of Work, Percent of Total Proposed Contract Amount, Certification Status and Where Certified for each proposed Subcontractor/Subconsultant.

C. Commitment Letters. Consultant 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.

D. Contract Activity Reports. To permit monitoring of the winning Consultant's commitment to achieving compliance, *Contract Activity Reports* (Attachment CC) 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. Consultants are required to submit the following information with their proposals:

1. Outreach Efforts. Description of Consultant'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 Consultant'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 Consultant's strategies to recruit, hire, train and promote a diverse workforce. These efforts will be considered in conjunction with Consultant's *Workforce Report* as compared to the County's Labor Force Availability.
4. Community Activities. Listing of Consultant'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, the City will consider the four factors described above as part of the evaluation process. A maximum of 13 additional points will be awarded based on consideration of these four factors. Points awarded based on Consultants demonstrated commitment to equal opportunity will be in addition to any points awarded for SLBE or ELBE participation as described in Section IV.

VI. 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:

- \$2.75 million – Construction
- \$1.5 million – Specialty Construction
- \$1.5 million – Goods/Materials/Services
- 1.0 million – Trucking
- \$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, SDBE, SWBE

Dept. of General Services:
CA Public Utilities Commission:
City of Los Angeles:
SD Regional Minority Supplier Diversity Council:

DVBE
MBE, WBE
DBE, WBE, MBE
MBE, WBE

IX. List of Attachments.

- AA. Work Force Report
- BB. Subcontractors List
- CC. Contract Activity Report



THE CITY OF SAN DIEGO
EQUAL OPPORTUNITY CONTRACTING
 1010 SECOND AVENUE, SUITE 500
 SAN DIEGO, CA 92101
 PHONE: (619) 533-4664 • FAX: (619) 533-4474

WORK FORCE REPORT

The objective of the Equal Employment Opportunity is to ensure that contractors doing business with the City, or receiving funds from the City, will not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to 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.

NO OTHER FORMS WILL BE ACCEPTED
CONTRACTOR IDENTIFICATION

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

Name of Company: Dudek

AKA/DBA: _____

Address (Corporate Headquarters, where applicable): 605 3rd Street
 City Encinitas County San Diego State CA Zip 92024
 Telephone Number: (760) 942-5147 FAX Number: (760) 632-0164
 Name of Company CEO: Frank J. Dudek
 Address (es), phone and fax number(s) of company facilities located in San Diego County (if different from above):
 Address: Same
 City _____ County _____ State _____ Zip _____
 Telephone Number: () Same FAX Number: () Same
 Type of Business: Engineering and Environmental Consultants Type of License: Business
 The Company has appointed: Mary R. Murphy
 as its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate, and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:
 Address: Same
 Telephone Number: (760) 942-5147 FAX Number: (760) 632-0164

San Diego Work Force and/or Managing Office Work Force

I, the undersigned representative of Dudek
 _____ (Firm Name)
San Diego, California
 _____ (County) _____ (State)

hereby certify that information, provided herein, is true and correct. This document was executed on this 31st day of December, 2010.

Mary R. Murphy _____
 _____ (Authorized Signature) _____
 _____ (Print Authorized Signature)

WORK FORCE REPORT - Page 2

NAME OF FIRM: Dudek

DATE: December 31, 2010

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

OCCUPATIONAL CATEGORY	(1) African American		(2) Latino		(3) Asian		(4) American Indian		(5) Filipino		(6) Caucasian		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Executive, Administrative, Managerial	0	0	0	0	0	0	0	0	1	0	8	3	0	0
Professional Specialty	0	1	2	2	3	1	0	0	0	0	34	30	1	0
Engineers/Architects	0	0	1	1	1	0	0	0	0	0	20	6	0	0
Technicians and Related Support	1	0	3	0	0	0	0	0	0	0	17	0	0	0
Sales	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Administrative Support/Clerical	0	1	0	0	0	4	0	0	0	0	3	15	0	0
Services	0	0	1	0	0	0	0	0	0	0	0	0	0	0
Precision Production, Craft and Repair	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Machine Operators, Assemblers, Inspectors	0	0	1	0	0	0	0	0	0	0	1	0	0	0
Transportation and Material Movers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Handlers, Equipment Cleaners, Helpers and Non-construction Laborers*	0	0	26	0	0	0	0	0	0	0	3	0	0	0

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

Totals Each Column	1	2	34	3	4	5	0	0	1	0	86	54	1	0
--------------------	---	---	----	---	---	---	---	---	---	---	----	----	---	---

Grand Total All Employees	191
---------------------------	-----

INDICATE BY GENDER AND ETHNICITY THE NUMBER OF ABOVE EMPLOYEES WHO ARE DISABLED														
DISABLED	0	0	0	0	0	0	0	0	0	0	1	0	0	0

NON-PROFIT ORGANIZATIONS ONLY:

BOARD OF DIRECTORS														
VOLUNTEERS														
ARTISTS														



CITY OF SAN DIEGO WORK FORCE REPORT – ADMINISTRATIVE

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.¹ 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.² For example, if participation in a San Diego project is by work forces from San Diego County, Los Angeles County and Sacramento County, we will ask for separate Work Force Reports representing the work forces of

your firm from each of the three counties.^{1,2} On the other hand, if the project will be accomplished completely outside of San Diego, we ask for a Work Force Report from the county or counties where the work will be accomplished.²

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.^{1,3} In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.³

TYPES OF WORK FORCE REPORTS:

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

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

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

Exhibit: Work Force Report Job categories

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

CONTRACT ACTIVITY REPORT

Consultants are required by contract to report Subcontractor activity in this format. Reports shall be submitted via the Project Manager to the *Equal Opportunity Contracting Program (EOCP)* no later than thirty (30) days after the close of each quarter.

PROJECT: _____ **PRIME CONTRACTOR:** _____

CONTRACT AMOUNT: _____ **INVOICE PERIOD:** _____

DATE: _____

Include Additional Services Not-to-Exceed Amount

Subcontractor	Indicate SLBE, ELBE, MBE, WBE, DBE, DVBE or OBE	Current Period		Paid to Date		Origin
		Dollar Amount	% of Contract	Dollar Amount	% of Contract	Dollar Amount
N/A						
Prime Contractor Total:						
Contract Total:						

Completed by: _____

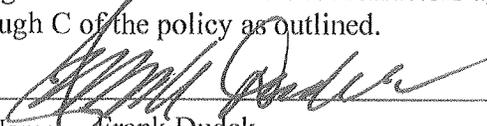
CONSULTANT CERTIFICATION FOR A DRUG-FREE WORKPLACE

PROJECT TITLE: Phyllis Place Road Connection Environmental Impact Report

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

Dudek
Name under which business is conducted

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

Signed 
Printed Name Frank Dudek
Title President
Date 08.15.11

City of San Diego Consultant Performance Evaluation

EXHIBIT F

The purpose of this form is to provide historical data to City staff when selecting consultants.

Section I

1. PROJECT DATA		2. CONSULTANT DATA					
1a. Project (title, location and CIP No.):	2a. Name and address of Consultant:						
1b. Brief Description:	2b. Consultant's Project Manager:						
1c. Budgeted Cost:	Phone () _____						
3. CITY DEPARTMENT RESPONSIBLE							
3a. Department (include division):	3b. Project Manager (address & phone):						
4. CONTRACT DATA (DESIGN AND CONSTRUCTION)							
4. Design							
4a. Agreement Date: _____ Resolution #: _____ \$ _____							
4b. Amendments: \$ _____ / # _____ (city) \$ _____ / # _____ (consultant)							
4c. Total Agreement (4a. & 4b.): \$ _____							
4d. Type of Work (design, study, etc.):	4e. Key Contract Completion Dates:						
	_____ %	_____ %	_____ %	_____ %	_____ %	_____ %	100 %
	Agreement	_____	_____	_____	_____	_____	_____
	Delivery	_____	_____	_____	_____	_____	_____
	Acceptance	_____	_____	_____	_____	_____	_____
5. Construction							
5a. Contractor _____ <i>(name and address)</i>		Phone () _____					
5b. Superintendent _____							
5c. Notice to Proceed _____ (date)	5f. Change Orders:						
5d. Working days _____ (number)	Errors/Omissions _____ % of const. cost \$ _____						
5e. Actual Working days _____ (number)	Unforeseen Conditions _____ % of const. cost \$ _____						
	Changed Scope _____ % of const. cost \$ _____						
	Changes Quantities _____ % of const. cost \$ _____						
	Total Construction Cost \$ _____						
6. OVERALL RATING (Please ensure Section II is completed)							
	Excellent	Satisfactory	Poor				
6a. Plans/specification accuracy.....	_____	_____	_____				
Consistency with budget.....	_____	_____	_____				
Responsiveness to City Staff.....	_____	_____	_____				
6b. Overall Rating _____							
7. AUTHORIZING SIGNATURES							
7a. Project Manager _____		Date _____					
7b. Deputy Director _____		Date _____					

PLANS / SPECIFICATION ACCURACY	EXCELLENT	SATISFACTORY	POOR	N/A	RESPONSIVENESS TO STAFF	EXCELLENT	SATISFACTORY	POOR	N/A
Plan/Specification clear and precise					Timely Responses				
Plans/Specs Coordination					Attitude toward Client and review bodies				
Plans/Specs properly formatted					Follows direction and chain of responsibility				
Code Requirements covered					Work product delivered on time				
Adherence to City Standard Drawings/Specs					Timeliness in notifying City of major problems				
Drawings reflect existing conditions					Resolution of Field problems				
As-Built Drawings					CONSISTENCY WITH BUDGET	EXCELLENT	SATISFACTORY	POOR	N/A
Quality Design					Reasonable Agreement negotiation				
Change Orders due to design deficiencies are minimized					Adherence to fee schedule				
					Adherence to project budget				
					Value Engineering Analysis				

Section III

SUPPLEMENTAL INFORMATION

Please ensure to attach additional documentation as needed.

Item _____ :

(*Supporting documentation attached yes _____ no _____)

**CONTRACTOR / VENDOR
REGISTRATION FORM**



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

Vendor ID: _____

(To be provided by City)

Firm Information

Firm Name: _____ Dudek

Firm Address: _____ 605 Third Street

City: _____ Encinitas State: Zip:

Phone: Fax:

Taxpayer ID: Business License:

Website: _____ www.dudek.com

Contact Information

Name: _____ Frank Dudek

Title: _____ President

Email: _____ fdudek@dudek.com

Phone: Cell:

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

Check here if same from above

Mailing Address: _____ N/A

City: _____ N/A State: Zip:

Construction Licenses (If applicable)

License Number: License Type:

License Number: _____ License Type: _____

License Number: _____ License Type: _____

License Number: _____ License Type: _____

Form continues on reverse side

Product/Services Description:

Dudek provides environmental and engineering services to help clients design, plan, permit, construct, and manage projects involving natural resource management, infrastructure development, and regulatory compliance.
We are an employee-owned firm celebrating 30 years providing practical solutions for California's open space, land development, energy, transportation, water infrastructure, and municipal facility projects. Our mid-sized structure allows us to be nimble problem solvers with project managers who stay involved in clients' projects from start to finish while offering a depth and variety of services.

Product/Services Information:

NAICS Codes:

237110 , 237310 , 237990 , 541320 , 541330, 541340 , 541350 , 541360 , 541430 ,
541512, 541513 , 541611 ,541620, 562211, 562910

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

Ownership Classification

Classification:

OBE

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

Check here if Certified by Agency:

Certification #:

N/A

Agency:

N/A

Certification #:

N/A

Agency:

N/A

Ownership Classification Codes:

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

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

EXHIBIT H

**CONTRACTOR STANDARDS PLEDGE OF
COMPLIANCE**

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

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

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

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

A. PROJECT TITLE:

Phyllis Place Road Connection Environmental Impact Report

B. BIDDER/CONTRACTOR INFORMATION:

Dudek		Dudek	
Legal Name		DBA	
605 Third Street	Encinitas	California	92024
Street Address	City	State	Zip
Joe Monaco, Project Manager	760.479.4296	760.632.0164	
Contact Person, Title	Phone	Fax	

C. OWNERSHIP AND NAME CHANGES:

1. In the past five (5) years, has your firm changed its name?
 Yes No

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

2. In the past five (5) years, has a firm owner, partner or officer operated a similar business?
 Yes No

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

D. BUSINESS ORGANIZATION/STRUCTURE: Indicate the organizational structure of your firm. Check one only on this page. Use *Pledge of Compliance Attachment "A"* if more space is required.

Corporation Date incorporated: 09 / 01 / 1983 State of incorporation: California

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

Is your firm a publicly traded corporation? Yes No

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

N/A

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

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

Partnership Date formed: / / State of formation:

List names of all firm partners:

Sole Proprietorship Date started: / /

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

Joint Venture Date formed: / /

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

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

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

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

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

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

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?
 Yes No

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

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?
 Yes No

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

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

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

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executives or management been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement for violating any federal, state or local law in performance of a contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees?
 Yes No

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

2. In the past five (5) years, has your firm been debarred or determined to be non-responsible by a government agency?
 Yes No

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances of each instance; include name of entity involved, specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or governmental entity?

Yes No

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

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?

Yes No

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

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

Initial submission of *Contractor Standards Pledge of Compliance*.

Update of prior *Contractor Standards Pledge of Compliance* dated ____/____/____.

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

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

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

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

Frank Dudek, President
Print Name, Title


Signature

08.15.2011
Date

City of San Diego Purchasing & Contracting Department
CONTRACTOR STANDARDS

Pledge of Compliance Attachment "A"

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

N/A

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

Frank Dudek, President
Print Name, Title



Signature

08.15.2011
Date

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

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

2 California Code of Regulations defines a "consultant" as an individual who, pursuant to a contract with a state or local government agency, either makes a governmental decision or serves in a staff capacity with the state or local government agency and in that capacity participates in making a governmental decision. For the complete definition of "consultant", refer to Government Code section 18701(a)(2). This section can be located at:

http://www.fppc.ca.gov/index.html?ID=52&r_id=/legal/regs/18701.htm

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

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

www.sandiego.gov/city-clerk/elections/eid/codes.shtml

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

DISCLOSURE DETERMINATION FOR CONSULTANT

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

1. Department / Board / Commission / Agency Name: Development Services Department/Planning
2. Name of Specific Consultant & Company: Dudek
3. Address, City, State, ZIP: 605 Third Street, Encinitas, CA 92024
4. Project Title (as shown on 1472, "Request for Council Action"): Environmental Services for Phyllis Place Road Connection
5. Consultant Duties for Project: Environmental review and creation of EIR document

6. Disclosure Determination [select applicable disclosure requirement]:

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

- or -

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

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

- or -

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

By: Gary P. Wright, Deputy Director 8.11.11
[Name/Title]* [Date]

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

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

CC-1671 (12/07)

DEFINITION OF "CONSULTANT"

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

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

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

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

EQUAL BENEFITS ORDINANCE
CERTIFICATION OF COMPLIANCE

**EQUAL BENEFITS ORDINANCE
CERTIFICATION OF COMPLIANCE**



For additional information, contact:
CITY OF SAN DIEGO

EQUAL BENEFITS PROGRAM

202 C Street, MS 9A, San Diego, CA 92101

COMPANY INFORMATION

Company Name: Dudek Contact Name: Mary Murphy
 Company Address: 605 3rd Street, Encinitas, CA 92024 Contact Phone: 760 499-4222
 Contact Email: mmurphy@dudek.com

CONTRACT INFORMATION

Contract Title: Phyllis Place EIR Start Date: 9/2001
 Contract Number (if no number, state location): California 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 San Diego Municipal Code §22.4302 for the duration of the contract. To comply:

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

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

CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION

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

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

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

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

Mary Murphy Name/Title of Signatory Mary R. Murphy Signature Aug 12, 2011 Date

FOR OFFICIAL CITY USE ONLY

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