

DUPLICATE ORIGINAL

**AGREEMENT BETWEEN
THE CITY OF SAN DIEGO**

**AND
DUDEK**

**FOR
PROGRAM ENVIRONMENTAL IMPACT REPORT
(PEIR) FOR MISSION BAY PARK
IMPROVEMENTS**

CONTRACT NUMBER: H176881

Document No. SR-311788
Filed JUN 12 2018
Office of the City Clerk
San Diego, California

TABLE OF CONTENTS

ARTICLE I DESIGN PROFESSIONAL SERVICES

1.1	Scope of Services.....	1
1.2	Contract Administrator.....	1
1.3	City Modification of Scope of Services.....	2
1.4	Written Authorization.....	2
1.5	Confidentiality of Services	2
1.6	Competitive Bidding	2

ARTICLE II DURATION OF AGREEMENT

2.1	Term of Agreement	3
2.2	Time of Essence	3
2.3	Notification of Delay	3
2.4	Delay.....	3
2.5	City's Right to Suspend for Convenience.....	3
2.6	City's Right to Terminate for Convenience	3
2.7	City's Right to Terminate for Default.....	4

ARTICLE III COMPENSATION

3.1	Amount of Compensation	4
3.2	Additional Services	6
3.3	Manner of Payment	6
3.4	Additional Costs.....	6
3.5	Eighty Percent Notification.....	6

ARTICLE IV DESIGN PROFESSIONAL'S OBLIGATIONS

4.1	Industry Standards	7
4.2	Right to Audit.	7
4.3	Insurance.....	8
4.4	Subcontractors.....	11
4.5	Contract Records and Reports.	12
4.6	Non-Discrimination Requirements.	12
4.7	Drug-Free Workplace	13
4.8	Title 24/Americans with Disabilities Act Requirements	14
4.9	Product Endorsement	14
4.10	Conflict of Interest.....	14
4.11	Mandatory Assistance.....	15

4.12	Compensation for Mandatory Assistance	15
4.13	Attorney Fees related to Mandatory Assistance	16
4.14	Energy Conservation Specifications	16
4.15	Notification of Increased Construction Cost	16
4.16	Sustainable Building Policy.....	16
4.17	Design-Build Competition Eligibility	16
4.18	Storm Water Management Discharge Control	17
4.19	ADA Certification	17
4.20	Prevailing Wage Rates	18

**ARTICLE V
RESERVED**

**ARTICLE VI
INDEMNIFICATION**

6.1	Indemnification	21
6.2	Design Professional Services Indemnification and Defense	21
6.3	Insurance	21
6.4	Enforcement Costs.....	21

**ARTICLE VII
MEDIATION**

7.1	Mandatory Non-binding Mediation.....	21
7.2	Mandatory Mediation Costs	22
7.3	Selection of Mediator	22
7.4	Conduct of Mediation Sessions	22

**ARTICLE VIII
INTELLECTUAL PROPERTY RIGHTS**

8.1	Work For Hire	23
8.2.	Rights in Data	23
8.3	Intellectual Property Rights Assignment	23
8.4	Moral Rights	23
8.5	Subcontracting	23
8.6	Publication Design.....	24
8.7	Intellectual Property Warranty and Indemnification	24
8.8	Enforcement Costs.....	24

**ARTICLE IX
MISCELLANEOUS**

9.1	Notices.....	24
9.2	Headings	24

9.3	Non-Assignment	24
9.4	Independent Contractors	25
9.5	Design Professional and Subcontractor Principals for Professional Services	25
9.6	Additional Design Professionals or Contractors	25
9.7	Employment of City Staff	25
9.8	Covenants and Conditions	25
9.9	Compliance with Controlling Law	25
9.10	Jurisdiction	26
9.11	Successors in Interest	26
9.12	Integration	26
9.13	Counterparts	26
9.14	No Waiver	26
9.15	Severability	26
9.16	Municipal Powers	26
9.17	Drafting Ambiguities	26
9.18	Conflicts Between Terms	26
9.19	Design Professional Evaluation	27
9.20	Exhibits Incorporated.	27
9.21	Survival of Obligations	27
9.22	Contractor Standards.	27
9.23	Equal Benefits Ordinance	27
9.24	Public Records	27
9.25	Equal Pay Ordinance	27

DESIGN PROFESSIONAL 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) Disclosure of Discrimination Complaints
 - (BB) Work Force Report
 - (CC) Subcontractors List
- Exhibit E - Consultant Certification for a Drug-Free Workplace
- Exhibit F - Determination Form
- Exhibit G - City Council Green Building Policy 900-14
- Exhibit H - Consultant Evaluation Form
- Exhibit I - Contractor Standards Pledge of Compliance
- Exhibit J - Regarding Information Requested under the California Public Records Act
- Exhibit K - Americans With Disabilities Act (ADA) Compliance Certification

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

THIS Agreement is made and entered into between the City of San Diego, a municipal corporation [City], and Dudek [Design Professional] for the Design Professional to provide Professional Services to the City for the Program Environmental Impact Report (PEIR) for Mission Bay Park Improvements (H176881) [Project].

RECITALS

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

The Design Professional represents that it has the expertise, experience and personnel necessary to provide the Professional Services for the Project.

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

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

**ARTICLE I
DESIGN PROFESSIONAL SERVICES**

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

1.1 Scope of Services. The Design Professional shall perform the Professional Services as set forth in the written Scope of Services (Exhibit A) at the direction of the City

1.2 Contract Administrator. The Public Works Department is the contract administrator for this Agreement. The Design Professional shall provide the Professional Services under the direction of a designated representative of the Public Works Department. The City's designated representative will communicate with the Design Professional on all matters related to the administration of this Agreement and the Design Professional's performance of the Professional Services rendered hereunder. When this Agreement refers to communications to or with the City, those communications will be with the designated representative, unless the designated representative or the Agreement specifies otherwise. However, when this Agreement refers to an act or approval to be performed by the 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 Design Professional's cost of, or the time required for, the performance of any of the Professional Services, the Design Professional shall immediately notify the City. If the City deems it appropriate, an equitable adjustment to the Design Professional'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 Professional Services in connection with the Project, the Design Professional shall obtain from the City a written authorization to proceed. Further, throughout the term of this Agreement, the Design Professional 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 Design Professional from its duty to render all Professional Services in accordance with applicable laws and accepted industry standards.

1.5 Confidentiality of Services. All Professional Services performed by the Design Professional, including but not limited to all drafts, data, correspondence, proposals, reports, and estimates compiled or composed by the Design Professional, 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 Design Professional, at the time that it was disclosed to the Design Professional by the City, (b) subsequently becomes publicly known through no act or omission of the Design Professional, or (c) otherwise becomes known to the Design Professional 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. The Design Professional shall ensure that any plans and specifications prepared, required, or recommended under this Agreement allow for competitive bidding. The Design Professional shall design such plans or specifications so that procurement of services, labor or materials are not available from only one source, and shall not design plans and specifications around a single or specific product, piece of major equipment or machinery, a specific patented design, or a proprietary process, unless required by principles of sound engineering practice and supported by a written justification that has been approved in writing by the City. The Design Professional shall submit this written justification to the City prior to beginning work on such plans or specifications. Whenever the Design Professional 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, this Agreement shall be effective until completion of the Scope of Services or for no more than sixty (60) months, whichever is the earliest. Any extension beyond sixty (60) months will require City Council approval via 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 Design Professional shall immediately notify the City in writing if the Design Professional experiences or anticipates experiencing a delay in performing the Professional 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 Project, 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 Professional Services are caused by unforeseen events beyond the control of the Parties, such delay may entitle the Design Professional to a reasonable extension of time, but such delay shall not entitle the Design Professional 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 Design Professional's work; inability to obtain materials, equipment, or labor; required additional Professional Services; or other specific reasons agreed to between the City and the Design Professional; provided, however, that: (a) this provision shall not apply to, and the Design Professional shall not be entitled to an extension of time for, a delay caused by the acts or omissions of the Design Professional; and (b) a delay caused by the inability to obtain materials, equipment, or labor shall not entitle the Design Professional to an extension of time unless the Design Professional furnishes the City, in a timely manner, documentary proof satisfactory to City of the Design Professional'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 Design Professional's performance of the Professional Services, for a reasonable period of time not to exceed six months. In accordance with the provisions of this Agreement, the City will give written notice to the Design Professional 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 Design Professional a sum equivalent to the reasonable value of the Professional Services the Design Professional has satisfactorily performed up to the date of suspension. Thereafter, the City may rescind such suspension by giving written notice of rescission to the Design Professional. The City may then require the Design Professional to resume performance of the Professional Services in compliance with the terms and conditions of this Agreement; provided, however, that the Design Professional shall be entitled to an extension of time equal to the length of the suspension, unless otherwise agreed to in writing by the Parties.

2.6 City's Right to Terminate for Convenience. The City may, at its sole option and for its convenience, terminate all or any portion of the Professional Services agreed to

pursuant to this Agreement by giving written notice of such termination to the Design Professional. Such notice shall be delivered by certified mail with return receipt for delivery to the City. The termination of the Professional Services shall be effective upon receipt of the notice by the Design Professional. After termination of this Agreement, the Design Professional shall complete any and all additional work necessary for the orderly filing of documents and closing of the Design Professional's Professional Services under this Agreement. For services satisfactorily rendered in completing the work, the Design Professional shall be entitled to fair and reasonable compensation for the Professional Services performed by the Design Professional before the effective date of termination. After filing of documents and completion of performance, the Design Professional shall deliver to the City all drawings, plans, calculations, specifications and other documents or records related to both the Project and to the Design Professional's Professional Services on the Project. By accepting payment for completion, filing and delivering documents as called for in this paragraph, the Design Professional 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 Design Professional fails to satisfactorily perform any obligation required by this Agreement, the Design Professional's failure constitutes a Default. A Default includes the Design Professional's failure to adhere to the Time Schedule. If the Design Professional 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 Design Professional, and any person claiming any rights by or through the Design Professional 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 Design Professional.

ARTICLE III COMPENSATION

3.1 Amount of Compensation. The total compensation payable by the City to the Design Professional for performance of all Professional Services rendered in accordance with this Agreement, including reasonably related expenses, shall not exceed \$5,811,331.25. The compensation for the Scope of Services shall not exceed \$4,649,065.00, and the compensation for Additional Services (described in Section 3.2), if any, shall not exceed \$1,162,266.25. Moreover, the total compensation to be paid to the Design Professional by the City for all work performed under each phase of this Agreement shall not exceed the amount for each phase as specified in the Phased Funding Schedule in Section 3.1.1 unless said amount is modified in writing by an amendment to this Agreement.

3.1.1 Phased Funding Schedule. The work to be performed under this Agreement shall be performed during the separate and specific phases identified in the following Phased Funding Schedule, and further defined in the Scope of Services (Exhibit A) for the not to exceed values listed in the Compensation and Fee Schedule (Exhibit B) and in accordance with the Time Schedule (Exhibit C).

PHASED FUNDING SCHEDULE		
Funding Phases	Dates	Total Not to Exceed Amount
1	From date of execution of Agreement through completion of Agreement	\$2,002,371.00
2	From September 1, 2019 through completion of the Agreement	\$2,002,239.75
3	From September 1, 2020 through completion of the Agreement	\$1,806,720.50
Total		\$5,811,331.25

3.1.2 The Parties expressly agree and understand that each Funding Phase is subject to funds being appropriated and authorized by the City Council each fiscal year. The City's obligations and the Design Professional's obligations under this multi-phase contract which shall be funded by multi-phase funding authorizations are as follows:

a. Only Phase 1 funding is available at time of contract award and no other phases are authorized. The City shall so notify the Design Professional in writing when the next Phase has been funded.

b. The City is not obligated to the Design Professional for any amount over that specified in the Funding Schedule that has been authorized by the City Council.

c. The Design Professional is not obligated to incur costs for the performance of work required for any subsequent Funding Phase after the first phase, until written notification is received from the City of the availability of funds for the next Phase. The Design Professional's obligation shall increase only to the extent authorized by the City.

d. If the Agreement is terminated under Section 2.6 "City's Right to Terminate for Convenience", the settlement proposal shall be determined pursuant to procedures established in that section. The Design Professional shall be entitled to compensation for only those Services provided under Funding Phases that have been authorized by the City.

3.1.3 The not-to-exceed amounts stated in the Funding Schedule in Paragraph 3.1.1 above include the following two specific elements:

3.1.3.1 Work described in this AGREEMENT and its Exhibits; and

3.1.3.2 Additional Services that may be authorized under Paragraph 3.2 of this AGREEMENT.

Funding Phases	Not to Exceed Amount for Scope of Services	Not to Exceed Amount for Additional Services	Total Not to Exceed Amount
1	\$1,907,020	\$95,351	\$2,002,371
2	\$1,906,895	\$95,344.75	\$2,002,239.75
3	\$835,150	\$971,570.50	\$1,806,720.50
Total	\$4,649,065	\$1,162,266.25	\$5,811,331.25

3.2 Additional Services. The City may require that the Design Professional perform additional Professional Services [Additional Services] beyond those basic services described in the Scope of Services [Exhibit A]. Prior to the Design Professional's performance of Additional Services, the City and the Design Professional 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 Design Professional for the performance of Additional Services in accordance with Section 3.3.

3.3 Manner of Payment. The City shall pay the Design Professional in accordance with the above Phased Funding Schedule and the Compensation and Fee Schedule [Exhibit B]. For the duration of this Agreement, the Design Professional shall not be entitled to fees, including fees for expenses, that exceed the amounts specified in the Phased Funding Schedule and Compensation and Fee Schedule. The Design Professional shall submit one invoice per calendar month in a form acceptable to City in accordance with the Compensation and Fee Schedule. The Design Professional 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 Design Professional's errors or omissions, and may include Design Professional, City, or Subcontractor overhead, construction, materials, demolition, and related costs. The Design Professional shall not be paid for the Professional Services required due to the Design Professional's errors or omissions, and the Design Professional 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 Design Professional. Whether or not there are any monies due, or becoming due, the Design Professional shall reimburse the City for Additional Costs due to the Design Professional's errors or omissions.

3.5 Eighty Percent Notification. The Design Professional 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 (Exhibit A) appears that it may be greater than the maximum compensation for this Agreement.

ARTICLE IV DESIGN PROFESSIONAL'S OBLIGATIONS

4.1 Industry Standards. The Design Professional agrees that the Professional Services rendered under this Agreement shall be performed in accordance with the standards customarily adhered to by an experienced and competent professional environmental consulting and professional engineering firm using the degree of care and skill ordinarily exercised by reputable professionals practicing in the same field of service in the State of California. Where approval by the City, the 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 Design Professional 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 Design Professional's and any Subcontractor's premises to review and audit the Design Professional'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 Design Professional's premises, of any and all Project-related records with appropriate safeguards, if such retention is deemed necessary by the City in its sole discretion. This information shall be kept by the City in the strictest confidence allowed by law.

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

4.2.2.2 Accounting Records. The Design Professional and all Subcontractors shall maintain complete and accurate records in accordance with Generally Accepted Accounting Practices in the industry. The Design Professional and Subcontractors shall make available to the City for review and audit; all Project-related accounting records and documents, and any other financial data. Upon the City's request, the Design Professional 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 Design Professional 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 Design Professional'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 Design Professional shall not begin the Professional Services under this Agreement until it has: (a) obtained, and provided to the City, insurance certificates and endorsements reflecting evidence of all insurance required in Article IV, Section 4.3.1; however, the City reserves the right to request, and the Design Professional shall submit, copies of any policy upon reasonable request by the City; (b) obtained City approval of each company or companies as required by Article IV, Section 4.3.3; and (c) confirmed that all policies contain the specific provisions required in Article IV, Section 4.3.4. Design Professional's liabilities, including but not limited to Design Professional's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Except as provided for under California law, all policies of insurance required hereunder must provide that the City is entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies. Maintenance of specified insurance coverage is a material element of this Agreement and Design Professional's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of contract by the City.

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

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

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

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

4.3.1.3 Workers' Compensation. For all of the Design Professional's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, the Design Professional shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide a minimum of \$1 million of employers' liability coverage, and the Design Professional shall provide an endorsement that the insurer

waives the right of subrogation against the City and its respective elected officials, officers, employees, agents and representatives.

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

4.3.1.5 Aircraft Liability. Design Professional shall procure and maintain or cause its subconsultant to procure and maintain Aircraft Liability insurance to cover aviation operations related to this Agreement in an amount not less than \$1 million combined single limit for bodily injury and property damage.

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

4.3.3 Acceptability of Insurers.

4.3.3.1 Except for the State Compensation Insurance Fund, all insurance required by this 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.

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.

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 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 Design Professional's insurance and shall not contribute to it.

4.3.4.2 Automobile Liability Insurance Endorsements

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

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

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

4.3.4.4 Aircraft 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 Aircraft Liability policy or policies is primary to any insurance or self-insurance of the City of San Diego and its elected officials, officers, employees, agents and representatives as respects operations of the Named Insured. Any insurance maintained by the City of San Diego and its elected officials, officers, employees, agents and representatives shall be in excess of Design Professional's insurance and shall not contribute to it.

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

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

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

4.4 Subcontractors. The Design Professional's hiring or retaining of any third parties [Subcontractors] to perform services related to the Project [Subcontractor Services] is subject to prior approval by the City. The Design Professional shall list on the Subcontractor List (Exhibit D, Attachment CC) all Subcontractors known to the Design Professional at the time this Agreement is entered. If at any time after this Agreement is entered into, the Design Professional identifies a need for addition, deletion, or substitution of Subcontractor Services, the Design Professional must submit a written notice to the City requesting approval for the change modifying the Subcontractor Services. The Design Professional's written notice shall include a justification, a description of the scope of services, an estimate of all costs/percentage of contract participation for the Subcontractor Services, and an updated Exhibit D, Attachment CC reflecting the requested change(s). The City agrees to consider such requests in good faith.

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

4.4.1.1 Design Professional shall require the Subcontractor to obtain insurance policies, as described in Section 4.3.1, and those policies shall be kept in full force and effect during any and all work on this Project and for the duration of this Agreement. Furthermore, Subcontractor policy limits, and required endorsements shall be determined by the Design Professional proportionate to the services performed by the Subcontractor.

4.4.1.2 The Design Professional is obligated to pay the Subcontractor, for Design Professional and City-approved invoice amounts, out of amounts paid by the City to the Design Professional, not later than fourteen working days from the Design Professional's receipt of payment from the City. Nothing in this paragraph shall be construed to impair the right of the Design Professional 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 Design Professional 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 Design Professional shall pay the Subcontractor the amount withheld within fourteen working days of the Design Professional's receipt of the City's next payment.

4.4.1.4 In any dispute between the Design Professional and Subcontractor, the City shall not be made a party to any judicial or administrative proceeding

to resolve the dispute. The Design Professional agrees to defend and indemnify the City as described in Article VI of this Agreement in any dispute between the Design Professional 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 Records and Reports.

4.5.1 The Design Professional shall maintain records of all subcontracts entered into with all firms, all project invoices received from Subcontractors. Records shall show name, telephone number including area code, and business address of each Subcontractor and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

4.5.2 The Design Professional shall retain all records, books, papers, and documents directly pertinent to the Contract for a period of not less than five (5) years after Completion of the contract and allow access to said records by the City's authorized representatives.

4.5.3 The Design Professional must submit the following reporting using the City's web-based contract compliance i.e., Prism® portal:

4.5.3.1 Monthly Employment Utilization. Design Professional and their Subcontractors must submit Monthly Employment Utilization Reporting by the fifth (5th) day of the subsequent month.

4.5.3.2 Monthly Invoicing and Payments. Design Professional and their Subcontractors must submit Monthly Invoicing and Payment Reporting by the fifth (5th) day of the subsequent month.

4.5.3.3 To view the City's online tutorials on how to utilize PRISM® for compliance reporting, please visit: <http://stage.prismcompliance.com/etc/vendortutorials.htm>

Incomplete and/or delinquent reporting may cause payment delays, non-payment of invoice, or both. The Design Professional 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.

4.6 Non-Discrimination Requirements.

4.6.1 Compliance with the City's Equal Opportunity Contracting Program. The Design Professional shall comply with the City's Equal Opportunity Contracting Program Design Professional Requirements (Exhibit D). The Design Professional shall not

discriminate against any employee or applicant for employment on any basis prohibited by law. The Design Professional shall provide equal opportunity in all employment practices. The Design Professional shall ensure that its Subcontractors comply with the City's Equal Opportunity Contracting Program Design Professional Requirements. Nothing in this Section shall be interpreted to hold the Design Professional liable for any discriminatory practice of its Subcontractors.

4.6.2 Non-Discrimination Ordinance. The Design Professional shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of Subcontractors, vendors or suppliers. The Design Professional shall provide equal opportunity for Subcontractors to participate in subcontracting opportunities. The Design Professional 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 Design Professional and any Subcontractors, vendors and suppliers.

4.6.3 Compliance Investigations. Upon the City's request, the Design Professional 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 Design Professional 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 Design Professional for each subcontract or supply contract. The Design Professional 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 Design Professional 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 Design Professional up to and including contract termination, debarment, and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance. The Design Professional 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 Design Professional 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 Design Professional 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 Design Professional's Notice to Employees. The Design Professional 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 Design Professional shall establish a drug-free awareness program to inform employees about: (1) the dangers of drug abuse in the work place; (2) the policy of maintaining a drug-free work place; (3) available drug counseling, rehabilitation, and employee assistance programs; (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 Design Professional shall post the drug-free policy in a prominent place.

4.7.4 Subcontractor's Agreements. The Design Professional further certifies that each contract for Subcontractor Services for this Project 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. Design Professionals and Subcontractors shall be individually responsible for their own drug-free work place program.

4.8 Title 24/Americans with Disabilities Act Requirements. Design Professional has sole responsibility for ensuring that all Project plans and other design services comply with all accessibility requirements under Title 24 of the California Code of Regulations, known as the California Building Code (Title 24), and under the Americans with Disabilities Act Accessibility Guidelines (ADAAG) in effect at the time the designs are submitted to the City for review. When a conflict exists between Title 24 and ADAAG, the most restrictive requirement shall be followed by Design Professional (i.e., that which provides the most access). Design Professional warrants and certifies that any and all plans and specifications prepared for the City in accordance with this agreement shall meet all requirements under Title 24 and ADAAG. Design Professional understands that while the City will be reviewing Design Professional's designs for compliance in specific and certain areas under Title 24 and ADAAG prior to acceptance of Design Professional's designs, Design Professional understands and agrees that the City's access review process and its acceptance of Design Professional's designs in no way limits the Design Professional's obligations under this agreement to prepare designs that comply with all requirements under Title 24 and ADAAG.

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

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

4.10.1 If, in performing the Professional Services set forth in this Agreement, any member of the Design Professional's organization 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 individual shall be subject to a conflict of interest code requiring the completion of one or more statements of economic interests disclosing the individual's relevant financial interests. The determination as to whether any individual members of the Design Professional's organization must make disclosures of relevant financial interests is set forth in the Determination Form (Exhibit F).

4.10.1.1 If a determination is made that certain individuals must disclose relevant financial interests, the statements of economic interests shall be made on

Fair Political Practices Commission Form 700 and filed with the City Clerk. The individual shall file a Form 700 (Assuming Office Statement) within thirty calendar days of the City's determination that the individuals are subject to a conflict of interest code. Each year thereafter, the individuals 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 individual was subject to a conflict of interest code. A Form 700 (Leaving Office Statement) shall also be filed when the individual discontinues services under this Agreement.

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

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

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

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

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

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

4.12 Compensation for Mandatory Assistance. The City will compensate the Design Professional for fees incurred for providing Mandatory Assistance as Additional Services under Section 3.2. 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 Design Professional, its agents, officers, and employees, the Design Professional shall reimburse the City. The City is

then entitled to reimbursement of all fees paid to the Design Professional, its agents, officers, and employees for Mandatory Assistance.

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

4.14 Energy Conservation Specifications. Technological advances in energy conservation devices such as Lighting and Heating, Ventilation, and Air Conditioning (HVAC), enable additional energy savings over that required by the State of California's Energy Efficiency Standards (Title 24, Part 6 of the California Code of Regulations). The Design Professional shall model the energy performance of the building using an acceptable computer model such as Energy Pro, EQuest, DOE-2, Power DOE, HAP 3.22, etc. and present the summary data to the City at or prior to 100 percent design. This analysis should include life cycle cost analysis showing recovery of construction costs through operation and maintenance costs (e.g., electricity and gas savings.) The Design Professional shall prepare a cost savings matrix that lists each device being considered and one, three, five and ten-year Project savings. The comparison shall include, but not be limited to, the following equipment: Lighting, HVAC, Water Heating, and Motors.

The Design Professional shall contact the SDG&E New Construction Program at (858) 636-5725 or the San Diego Regional Energy Office at (619) 595-5634 to integrate them into the design process to ensure maximum energy performance and access to technical resources. Design Professional shall endeavor to obtain from SDG&E a UTIL-1 (Utility Incentive Worksheet) to estimate energy savings and incentives available based on the design team energy modeling.

4.15 Notification of Increased Construction Cost. If, at any time prior to the City's approval of the final plans and specifications, the Design Professional anticipates that the total construction cost will exceed the estimated construction budget, the Design Professional shall immediately notify the City in writing. This written notification shall include an itemized cost estimate and a list of recommended revisions which the Design Professional 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).

4.16 Sustainable Building Policy. The Project design and construction shall comply with City Council Green Building Policy 900-14 (Exhibit G). All new or significantly remodeled City facilities shall be designed and constructed to achieve at a minimum the Leadership in Energy and Environmental Design (LEED) "Silver" Level Certification.

4.17 Design-Build Competition Eligibility. Any architectural firms, engineering firms, Design Professionals, or individuals retained by the City to assist the City with developing criteria or preparing the preliminary design or the request for proposals for a Design-Build competition shall not be eligible to participate with any Design-Build Entity in that Design-Build competition. Additionally, the City may determine in its sole discretion

that a Subcontractor hired to assist with a Design-Build competition, regardless of whether the Subcontractor was hired by the City or hired by an architectural firm, engineering firm, Design Professional, or individual retained by the City, has a competitive advantage and as such is ineligible to participate in that Design-Build competition.

4.18 Storm Water Management Discharge Control. Design Professional shall comply with Chapter 4, Article 3, Division 3 of the San Diego Municipal Code, Storm Water Management Discharge Control and the Municipal Storm Water Permit (MS4) Permit, California Regional Water Quality Control Board Order No. R9-2013-0001 (amended by R9-2015-0001 and R9-2015-0100), Storm Water Standards Manual, as amended from time to time, and any and all Best Management Practice (BMP) guidelines and pollution elimination requirements as may be established by the Enforcement Official. Design Professional warrants and certifies that any and all plans, reports, and specifications prepared for the City in accordance with this agreement shall meet all requirements of the San Diego Municipal Code and Storm Water Standards Manual. Design Professional understands that while the City will be reviewing Design Professional's designs for storm water permit compliance prior to acceptance of Design Professional's designs, Design Professional understands and agrees that the City's Storm Water review process and its acceptance of Design Professional's designs in no way limits the Design Professional's obligations under this agreement to prepare designs that comply with all requirements of the San Diego Municipal Code and MS4 Permit.

The Design Professional shall review the completed Storm Water Applicability Checklist (DS-560) to confirm the project's appropriate storm water requirements. For all applicable projects, and to the maximum extent practicable, the Design Professional shall incorporate and include Source Control and Low Impact Development (LID) design features or Site Design BMPs on the construction plans. In addition, for Priority Development projects, the Design Professional shall prepare a Storm Water Quality Management Plan in accordance with the requirements of the Storm Water Standards Manual and prepare a BMP plan showing all permanent BMPs, LID designs, hydromodification management plan facilities, and include sufficient details and cross sections for construction.

Design Professional shall attend the Pre-construction meeting. The Project Manager will coordinate with the Design Professional on the inspection of the permanent BMP(s) during installation. Design Professional shall inspect and confirm that the permanent BMP was installed in accordance with the details on the plans and that the permanent BMP functions to meet the requirements of the MS4 Permit. Upon notification by the Project Manager, the Design Professional shall sign and stamp the Permanent BMP Self Certification on the plans or the Permanent BMP Self Certification Form (DS-563) prior to final acceptance by the City.

For projects requiring soil-disturbance work such as geotechnical borings, street coring and potholing as component of the design, the Design Professional shall complete a Minor Water Pollution Control Plan (DS-570), if applicable.

4.19 ADA Certification. The Design Professional hereby certifies (Exhibit K) that it agrees to comply with the City's Americans With Disabilities Act Compliance/City Contracts requirements set forth in Council Policy 100-04, adopted by San Diego Resolution R-282153 and incorporated into this Agreement by this reference.

4.20 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 Design Professional and its subconsultants shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.

4.20.1 Compliance with Prevailing Wage Requirements. Pursuant to sections 1720 through 1861 of the California Labor Code, the Design Professional 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.

4.20.1.1 Copies of such prevailing rate of per diem wages are on file at the City of San Diego's Purchasing & Contracting Department (Equal Opportunity Contracting Division) 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>. Design Professional 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.

4.20.1.2 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.

4.20.2 Penalties for Violations. Design Professional 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. This shall be in addition to any other applicable penalties allowed under Labor Code sections 1720 – 1861.

4.20.3 Payroll Records. Design Professional 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. Design Professional shall require its subconsultants to also comply with section 1776. Design Professional and its subconsultants shall submit weekly certified payroll

records online via the City's web-based Labor Compliance Program. Design Professional is responsible for ensuring its subconsultants submit certified payroll records to the City.

4.20.3.1 In addition to the requirements in 4.20.3, the Design Professional and its subconsultants shall also furnish records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4.

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

4.20.5 Working Hours. Design Professional and its 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 (8) hours a day and forty (40) hours a week, unless all hours worked in excess of eight (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 eight (8) hours per day and forty (40) hours per week in violation of California Labor Code sections 1810 through 1815.

4.20.6 Required Provisions for Subcontracts. Design Professional 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.

4.20.7 Labor Code Section 1861 Certification. Design Professional in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Agreement, Design Professional 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."

4.20.8 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.

4.20.9 Contractor and Subcontractor Registration Requirements. This project is subject to compliance monitoring and enforcement by the DIR. A Design Professional or subcontractor shall not be qualified to bid on, be listed in a bid or proposal, subject to the requirements of section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

4.20.9.1 A Design Professional'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.

4.20.9.2 By submitting a bid or proposal to the City, Design Professional 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 Design Professional shall provide proof of registration for themselves and all listed subcontractors to the City at the time of bid or proposal due date or upon request.

4.20.10 Stop Order. For Design Professional or its subcontractor(s) engaging in the performance of any public work contract without having been registered in violation of Labor Code sections 1725.5 or 1771.1, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered Design Professional or unregistered subcontractor(s) on ALL public works until the unregistered Design Professional or unregistered subcontractor(s) is registered. Failure to observe a stop order is a misdemeanor.

4.20.11 List of all Subcontractors. The City may ask Design Professional for the most current list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this Agreement at any time during performance of this Agreement, and Design Professional shall provide the list within ten (10) working days of the City's request. Additionally, Design Professional shall provide the City with a complete list of all subcontractors utilized on this Agreement (regardless of tier), within ten working days of the completion of the Agreement, along with their DIR registration numbers. The City shall withhold final payment to Design Professional until at least thirty (30) days after this information is provided to the City.

4.20.12 Exemptions for Small Projects. There are limited exemptions for installation, alteration, demolition, or repair work done on projects of \$25,000 or less. The Design Professional shall still comply with Labor Code sections 1720 et. seq. The only recognized exemptions are listed below:

4.20.12.1 Registration. The Design Professional will not be required to register with the DIR for small projects. (Labor Code section 1771.1).

4.20.12.2 Certified Payroll Records. The records required in Labor Code section 1776 shall be required to be kept and submitted to the City of San Diego, but will not be required to be submitted online with the DIR directly. The Design Professional will need to keep those records for at least three years following the completion of the Agreement. (Labor Code section 1771.4).

4.20.12.3 List of all Subcontractors. The Design Professional shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 4.20.11 above. (Labor Code section 1773.3).

ARTICLE V RESERVED

**ARTICLE VI
INDEMNIFICATION**

6.1 Indemnification. Other than in the performance of design professional services which shall be solely as addressed in Section 6.2 below, to the fullest extent permitted by law, Design Professional shall defend (with legal counsel reasonably acceptable to the City), indemnify and hold harmless the City and its officers, agents, departments, officials, and employees [Indemnified Parties] from and against all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Design Professional or its Subcontractors), expense and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any services performed under this Agreement by the Design Professional, any Subcontractor, anyone directly or indirectly employed by them, or anyone that they control. The Design Professional's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the active negligence, sole negligence or sole willful misconduct of the Indemnified Parties.

6.2 Design Professional Services Indemnification and Defense.

6.2.1 Design Professional Services Indemnification. To the fullest extent permitted by law (including, without limitation, California Civil Code Section 2782.8), with respect to the performance of design professional services, Design Professional shall indemnify and hold harmless the City, its officers, or employees, from all claims, demands or liability that arise out of, pertain to or relate to the negligence, recklessness, or willful misconduct of Design Professional or Design Professional's officers or employees.

6.2.2 Design Professional Services Defense. Parties will work in good faith to procure applicable insurance coverage for the cost of any defense arising from all claims, demands or liability that arise out of, pertain to or relate to the negligence, recklessness, or willful misconduct of Design Professional or Design Professional's officers or employees.

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

6.4 Enforcement Costs. The Design Professional agrees to pay any and all costs the City incurs enforcing the indemnity and defense provisions set forth in this Article.

**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, 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 and shall be delivered to the City upon request. The Design Professional, 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 Design Professional, including its employees, agents, talent and independent Subcontractors pursuant to this Agreement are the sole property of the City. The Design Professional, including its employees, agents, talent, and independent Subcontractor(s), may not use any such Deliverable Materials mentioned in this article for purposes unrelated to Design Professional's work on behalf of the City without prior written consent of the City.

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

8.4 Moral Rights. Design Professional, its employees, agents, talent, and independent Subcontractor(s) hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Deliverable Materials which Design Professional, its employees, agents, talent, and independent Subcontractor(s), may now have or which may accrue to Design Professional, its employees, agents, talent, and independent Subcontractor(s)' benefit under U.S. or foreign copyright laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. The term "Moral Rights" shall mean any and all rights of paternity or integrity in or to the Deliverable Materials and the right to object to any modification, translation or use of said content, and any similar rights existing under judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

8.5 Subcontracting. In the event that Design Professional utilizes a Subcontractor(s) for any portion of the Work that is in whole or in part of the specified Deliverable Materials to the City, the agreement between Design Professional and the Subcontractor [Subcontractor Agreement] shall include a statement that identifies that the Deliverable Materials/Work product as a "work-for hire" as defined in the Act and that all intellectual property rights in the Deliverable Materials/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 Materials, 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 Design. Design Professional may not publish or reproduce any Deliverable Materials, for purposes unrelated to Design Professional's work on behalf of the City without prior written consent of the City.

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

8.8 Enforcement Costs. The Design Professional agrees to pay any and all costs the City incurs enforcing the indemnity and defense provisions set forth in Article 8, including but not limited to, attorneys' fees.

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: Public Works Department, c/o James Arnhart, MS 908A, 525 B Street, Suite 750, San Diego, CA 92101, and notice to the Design Professional shall be addressed to: Dudek, Matt Valerio, 605 Third Street, Encinitas, CA 92024, mvalerio@dudek.com.

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

9.3 Non-Assignment. The Design Professional 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 Design Professional and any Subcontractors employed by the Design Professional 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 Design Professional concerning the details of performing the Professional Services, or to exercise any control over such performance, shall mean only that the Design Professional shall follow the direction of the City concerning the end results of the performance.

9.5 Design Professional and Subcontractor Principals for Professional Services. It is understood that this Agreement is for unique Professional Services. Retention of the Design Professional's Professional Services is based on the particular professional expertise of the following members of the Design Professional's organization: Matt Valerio, Shawn Shamlou, Mike Sweesy, Anita Hayworth, Andrew Talbert, Amber Geraghty, and Laurie Monarres [Project Team]. Accordingly, performance of Professional Services under this Agreement may not be delegated to other members of the Design Professional'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 Team 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 Design Professional. 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 Design Professional, to require any of the Design Professional's employees or agents to be removed from performance of the Scope of Services.

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

9.7 Employment of City Staff. This Agreement may be unilaterally and immediately terminated by the City, at its sole discretion, if the Design Professional 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 Design Professional.

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

9.9 Compliance with Controlling Law. The Design Professional shall comply with all laws, ordinances, regulations, and policies of the federal, state, and local governments applicable to this Agreement, including California Labor Code section 1720 relating to the payment of prevailing wages during the design and preconstruction phases of a project,

including inspection and land surveying work. In addition, the Design Professional 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.

9.10 Jurisdiction. 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 without regard to the conflicts or choice of law provisions thereof.

9.11 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.

9.12 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.

9.13 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.

9.14 No Waiver. No failure of either the City or the Design Professional 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.

9.15 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.

9.16 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 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.

9.19 Design Professional Evaluation. City will evaluate Design Professional's performance of Professional Services on the Project using the Consultant Evaluation Form (Exhibit H).

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

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

9.22 Contractor Standards. This Agreement is subject to the Contractor Standards clause of the Municipal Code Chapter 2, Article 2, Division 30 adopted by Ordinance No. O-20316. All consultants are required to complete the Contractor Standards Pledge of Compliance included herein as Exhibit I.

9.23 Equal Benefits Ordinance. Unless an exception applies, Design Professional shall comply with the Equal Benefits Ordinance (EBO) codified in the San Diego Municipal Code (§22.4304(f)). Failure to maintain equal benefits is a material breach of this Agreement. By signing this Agreement, Design Professional certifies that Design Professional is aware of, and will comply with, this City-mandated clause throughout the duration of the Agreement.

9.24 Public Records. This Agreement is a public document subject to the California Public Records Act, and as such may be subject to public review per Exhibit J (Regarding Information Requested under the California Public Records Act).

9.25 Equal Pay Ordinance. Unless an exception applies, Design Professional shall comply with the Equal Pay Ordinance (EPO) codified in the San Diego Municipal Code (SDMC) at section 22.4801 through 22.4809. Design Professional shall require all of its subconsultants to certify compliance with the EPO in their written subcontracts. Design Professional must post a notice informing its employees of their rights under the EPO in their workplace or job site. By signing this Agreement with the City of San Diego, Design Professional acknowledges the EPO requirements and pledges ongoing compliance with the requirements of SDMC Division 48, section 22.4801 et seq., throughout the duration of this Agreement.

The remainder of this page has been intentionally left blank.

IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor, pursuant to Resolution Number RR- 311788, authorizing such execution, and by the Design Professional pursuant to Dudek's Signature Authority Document.

I HEREBY CERTIFY I can legally bind Dudek and that I have read all of this Agreement, this 3 day of May, 2018.

By [Signature]
Frank Dudek
President
Joseph Monaco
President
Dudek

Dated this _____ day of _____, _____.

THE CITY OF SAN DIEGO
Mayor or Designee

By: [Signature]
Stephen Samara
Interim Deputy Director
Public Works Contracts

I HEREBY APPROVE the form of the foregoing Agreement this 29th day of June, 2018

MARA W. ELLIOTT, City Attorney

By [Signature]
Deputy City Attorney

DESIGN PROFESSIONAL AGREEMENT
EXHIBITS

SCOPE OF SERVICES

Scope of Services for Mission Bay Park Improvements Plan PEIR

2.1 ENVIRONMENTAL SCOPE OF SERVICES

The Design Professional shall collaborate with the City of San Diego (City) departments of Public Works, Planning, and Parks and Recreation, as well as local, state and federal governmental agencies to prepare the Program Environmental Impact Report (PEIR), related technical studies and conceptual designs for the Projects. Analysis of project-related impacts shall be consistent with the latest version of the City's California Environmental Quality Act (CEQA) Significance Determination Thresholds.

The primary components of these environmental services include: (1) Project Initiation, (2) Research and Technical Studies, (3) Preparation of PEIR, (4) PEIR Screenchecks, (5) Public Review Draft PEIR Preparation, (6) Final PEIR and Response to Comments, (7) Project Management, and (8) Meetings and Public Hearings.

2.2 CORE REQUIREMENTS

2.2.1 Project Initiation (Phase 1)

a. To ensure prompt completion of tasks and to maintain clear communication lines, the Design Professional shall attend a series of *meetings with City staff*. These meetings will establish clear communication lines and protocols, roles and responsibilities, and specific timelines for individual subtasks. **[Deliverables: meetings, refined scope, established timeline, team responsibilities, and communications protocol.]**

b. A *Scoping Letter (Phase I)*, which identifies the issues to be addressed in the PEIR, will be issued by the Development Services Department following an initial coordination meeting. Per Section 15206 of the CEQA Guidelines, a public scoping meeting will be conducted by the Development Services Department to gather input on the issues to be addressed in the PEIR. The Design Professional has included the public scoping meeting in task 2.3.3 as part of development of the Initial Study/Checklist and early process for the PEIR. While the scope set out herein is broadly comprehensive, in the event that through the scoping process an issue topic or analyses need is identified beyond that set out in this scope, the City and the Design Professional must agree in writing upon a fee for the Additional Services. **[Deliverable: Scoping Letter]**

2.2.2 Research & Technical Studies (Phases 1, 2 & 3)

a. The Design Professional shall collect background data for use in the PEIR and assimilate existing information from the Mission Bay Park Master Plan and Mission Bay Park Master Plan EIR, Mission Bay Park Natural Resources Management Plan, and other applicable resources and ongoing efforts (such as those for Fiesta Island and De Anza Cove) to assist with preparation of the PEIR and technical studies. Public Works staff will coordinate with Design Professional on these efforts. **[Deliverables: consolidated share drive / ftp folder of existing data and documents.]**

b. The Design Professional shall investigate environmental and physical resources and constraints using *existing databases and maps or mapping applications* for baseline information and also to determine what information and analysis is needed for the PEIR. The City also has existing background research.

Assumed existing data to be reviewed includes: lease/property boundaries and parcels, road and right of way (ROW), access, facilities, public parking, recreation areas, bike and pedestrian paths, water craft launch areas, bridges, culverts and storm drain facilities, geology, bathymetry, topography, overwater structures (shading), in water fill (including piles), utility lines locations, prior hazardous materials studies, prior historic properties studies, existing outreach responses data, habitat use areas/preserves, and existing mitigation commitments.

Design Professional's team includes in-house and subconsultant experts with the ability to undertake fieldwork and prepare technical studies, and research to complete CEQA sections for which technical studies are not warranted. Desktop research will include thorough review of the Mission Bay Park Master Plan and Design Guidelines; ongoing Amendment via the De Anza Cove Revitalization Plan, Mission Bay Park Natural Resources Management Plan, City's General Plan, and the City Charter Section 55; and applicable Community Plans. Design Professional will also investigate constraints using available databases, including GIS and prior studies. Design Professional's project manager will review all technical studies identified below, for adequacy of use in the PEIR, suitability for other programmatic permitting efforts, and appropriate consistency. **[Deliverable: List or matrix of identified data needs.]**

c. The Design Professional shall be responsible for analysis of the Projects and preparation of various associated *technical studies*. Technical studies shall include the following:

1) Biological Resources Report

Design Professional will complete a Biological Technical Report (BTR) and analyze the proposed project impacts in accordance with the City's Land Development Code Biology Guidelines, including the City's Guidelines for Conducting Biological Surveys (Appendix II) (June 2012). Design Professional will conduct a literature review, reconnaissance survey, and, within areas of suitable habitat, focused rare plant and wildlife surveys as determined necessary through coordination with Multiple Species Conservation Program (MSCP) and the Resource Agencies.

The report will include an assessment of existing conditions, impacts analysis, and assessment of the significance of impacts in accordance with CEQA and MSCP, based on the City's Biology Guidelines. Direct, indirect, and cumulative impacts for both short-term and long-term effects of the proposed project will be evaluated. If applicable, Land Use Adjacency Guidelines, and MSCP conditions of coverage for covered species (including narrow endemic species) that have a moderate or high potential to occur within the study area will be identified and evaluated in the context of the proposed project activities. If applicable, Design Professional will draft findings for deviations from the Environmentally Sensitive Lands Regulations within the Coastal Overlay Zone (Section 126.0708(e) of the City's Land Development Code). Graphics will be prepared to illustrate the location of projects, the existing biological conditions, and any on-site compensatory mitigation.

In support of the BTR and programmatic permitting, Design Professional will include a bay-wide assessment of marine habitat including eelgrass surveys and essential fish habitat evaluation.

Marine Biological Assessment of Mission Bay

Design Professional will review the most recent surveys for Mission Bay (Merkel 2013), the National Oceanic and Atmospheric Administration (NOAA) tidal datum, any applicable local coastal plan and Design Professional's internal records from prior projects in the area prior to conducting the dive surveys in order to determine approximate locations for eelgrass (*Zostera marina* and *Z. pacifica*) and *Caulerpa taxifolia* known to occur or potentially occurring within the proposed project sites. Design Professional will create survey plan(s) and schedule based on this background research.

Side-scan Sonar and Single-beam Surveys: In order to map eelgrass beds throughout Mission Bay, surveys shall be conducted by Design Professional using side-scan sonar, operating at a frequency of 450kHz, and 210kHz single-beam fathometer. A differential global positioning system (dGPS) navigation system shall be used to track the position of the survey vessel. The side-scan sonar and single-beam fathometer shall survey at 70 meter swath widths (35 meters on each side of the boat). Parallel survey lines shall be navigated at approximately 25 meter separation to allow for full overlap of the gap at the centerline of the survey swath. Survey lines shall be continuous until the entirety of the accessible project area is captured. Those areas that are inaccessible (i.e. due to moored boats or docks) shall be surveyed by Design Professional's dive team.

Following completion of the sonographic surveys, the side-scan data shall be processed into a series of geo-rectified mosaic images covering all surveyed areas of Mission Bay. The images shall then be imported into ESRI ArcGIS to delineate eelgrass beds.

Ground-truthing Sonar Data: Eelgrass habitat mapping ground truthing shall be completed via diver observation. Design Professional will deploy a dive team to conduct the eelgrass surveys in these applicable areas in Mission Bay, which will include qualified scientific divers (team of four to six SCUBA divers), a surface support staff, and dive boat. Underwater surveys conducted by diving biologists will aim to (1) ground-truth areas mapped by side-scan sonar in random locations; and (2) map eelgrass vegetation in shallow water or other inaccessible areas within the proposed project footprint(s); and, (3) determine the biological characteristics of observed eelgrass beds, including eelgrass turion density and characteristic marine flora and fauna.

Design Professional assumes that the eelgrass and Essential Fish Habitat (EFH) surveys will be conducted concurrently and take approximately 12-14 diving days to complete, with three to four dives per day. Per the California Eelgrass Mitigation Policy and Implementing Guidelines (NOAA 2014), all mapping efforts must be completed during the active growth phase for the vegetation (typically March through October) and shall be valid for a period of 60 days with the exception of surveys completed in August - October. A survey completed in

August - October shall be valid until the resumption of active growth (i.e., in most instances, March 1).

Design Professional's scientific divers will conduct shore dives with in-water assistance from a small dive boat. To document the location of eelgrass and/or *Caulerpa taxifolia* if observed, an anchored surface float will be deployed and surface support staff will then track the biologist diver using above-water GPS technology, marking the perimeter of the individual beds. Eelgrass turion density shall also be estimated by the diving biologists, which will provide an indication of habitat cover within the perimeter of the bed. To estimate turion density, the diving biologists shall count the number of live, green shoots at the sediment/shoot interface between the shallow and deep area of each sampling area.

Design Professional will also record on dive slates with waterproof datasheets diversity and abundance of algae, invertebrates, and fish species within the survey area. Quality photographs and GoPro® video will be used to further document the underwater conditions. An eelgrass surveys report will be prepared following the final dives and will describe the results of the survey efforts.

Eelgrass Surveys Report: Survey reporting shall be provided to the City and lead federal agency, National Marine Fisheries Service (NMFS), and any other interested regulatory and/or resource agencies within 30 days of completing the surveys. Design Professional assumes one round of edits from the City. Copies of the report shall be digitally provided.

Essential Fish Habitat Assessment: Design Professional will prepare an EFH Assessment of the potential effects of any project on EFH. The ESH assessment will include a description of the proposed project; an analysis of the potential adverse effects that the project will have on EFH, if present, on the managed species; conclusions regarding the effects of the project on EFH; and, any proposed mitigation, if applicable. If appropriate, the assessment would also include the results of on-site inspections, the views of recognized experts on affected habitat or fish species, and a review of pertinent literature. **[Draft BTR Deliverables: Surveys completion, resource mapping, results and data and analysis, Draft BTR submitted. Final BTR Deliverables: Revisions based on City Comments on BTR and submittal of Final BTR. Revised Final BTR Deliverables: Revised final BTR and responses to comments received during the PEIR Public review.]**

2) Jurisdictional Delineation

Design Professional will coordinate with project engineers/hydrologist to determine the appropriate elevation for federal tidal jurisdiction. Design Professional will complete a jurisdictional delineation of "waters of the United States," including wetlands above tidal jurisdiction. The methods of the U.S. Army Corps of Engineers (ACOE) jurisdictional wetlands delineation will be based on the 1987 ACOE Wetland Delineation Manual (TR Y-87-1) and the Interim Regional Supplement to the 2006 ACOE Wetland Delineation Manual: Arid West Region. Hydrology, vegetation, and soils will be examined at potential wetland sites and will be recorded on wetland determination data forms. These data will be used to determine the limits of waters of the United States (including wetlands); California Department of Fish and

Wildlife (CDFW) lake, streambed, and riparian vegetation; Regional Water Quality Control Board (RWQCB) waters of the state; California Coastal Commission (CCC) wetlands; and City wetlands. Photographs of potential jurisdictional resources and wetland data station locations will be taken, the location of the photographs will be recorded on field maps, and a photo exhibit will be prepared. **[Draft JD Deliverables: Field Survey/delineation completion, results and data and analysis, Draft JD submitted. Final JD Deliverables: Revisions based on City Comments on JD and submittal of Final JD]**

3) Baywide Habitat Restoration Assessment

Design Professional will conduct a bay-wide assessment of habitat restoration opportunities that will identify any additional habitat restoration projects that are not previously included in the scope of work or identified in current planning level documents. To perform the assessment, Design Professional will review pertinent planning-level documents and data collected by San Diego Park and Recreation staff about visitor use of Mission Bay for recreational purposes and activities. Dudek will perform a desktop assessment of opportunities using Google Earth aerial imagery to determine areas of highest potential for habitat restoration projects while incorporating other desired land uses such as coastal access (parking), recreation, activities, organized events and fixed facilities, and water quality facilities. Limited field observations will be conducted to collect field data on public use of selected areas where restoration opportunities have been identified through this assessment process. The bay-wide assessment will result in a recreational intensity (heat) map and mapped habitat restoration opportunities. Habitat restoration projects not identified in the Mission Bay Park Improvements Plan will be analyzed for ecological significance to Mission Bay environs and beneficial effects that might accrue to project implementation. Projects will be ranked according to net beneficial effects to Mission Bay. Design Professional will recommend those projects that provide the greatest benefit to Mission Bay ecosystem and least negative effects on Mission Bay Park goals. Those projects deemed beneficial to Mission Bay Park by the City's Park and Recreation Department and appropriate planning committees and groups may be added to the Mission Bay Park Improvements PEIR. **[Deliverables: Map and List ranking of habitat restoration opportunities throughout Mission Bay.]**

4) Habitat Restoration Plans

Habitat Restoration Plans (HRP) will be prepared for each of the seven restoration projects within the Mission Bay Improvements Plan. These HRPs and the Preliminary Engineering Reports (PER) will form the basis of each project description to be analyzed in the PEIR. In addition to the project-specific HRP/PER documents, Design Professional will prepare an overview report and summary of the bay-wide projects. The summary report will discuss each project and the cumulative beneficial effects and impacts to resources to define the overall effects of the program from an ecological perspective. The report will be a useful introduction of regulators considering a programmatic permit for the Improvement projects program as well as serve a part of the basis of the PEIR cumulative effects section.

As part of the HRP preparation, Design Professional will design feasible mitigation projects that meet project goals and objectives. Design Professional anticipates two alternatives will be considered for each project. One alternative will include prior design proposals and the second

alternative will provide a “fresh look” alternative that aims to improve on the original design and/or propose a new concept that is distinct from the original proposal. Design Professional will work with City staff during alternative development to obtain and incorporate City input into both design alternatives. Alternative designs will be evaluated through the process of developing the Preliminary Engineering Report and a preferred design will be selected in close coordination with the City staff and stakeholders. The preferred design alternative may be a third alternative that borrows aspects of the two alternatives previously analyzed. Separate Habitat Restoration Plans will be prepared based on the final preferred design alternative for the following projects:

- Rose Creek Water Quality Project (aka Campland-by-the-Bay - Rewild)
- North Fiesta Island Tidal Wetlands
- Fiesta Island Uplands Restoration
- Tecolote Creek Marsh Restoration (including Fiesta Island Causeway Tidal Gate)
- Cudahy Creek Salt Marsh Restoration Plan
- Shoreline Restoration Projects
- Eel Grass Restoration Plan
- Sea World Drive/San Diego River Uplands Habitat Restoration

Design Professional habitat restoration staff will prepare Habitat Mitigation and Monitoring Plans for review and approval by the ACOE, CDFW, RWQCB, City's Development Services Department, and CCC. Work in De Anza Cove, adjacent to the Kendal-Frost Preserve, and on Fiesta Island adjacent to least tern nest preserves may also require consultation with the U.S. Fish and Wildlife Service (USFWS) due to endangered species issues. Wetlands-related HRP's will be prepared in accordance with the 2015 Regional Mitigation Guidelines issued by the ACOE. Upland Restoration Plans will be prepared in accordance with CCC guidance.

The HRP's will address restoration issues relating to each agency's particular jurisdictional areas. The plans will address project impacts and on-site mitigation. Sections addressing existing site conditions, impacts and mitigation, implementation, maintenance, monitoring and reporting, and long-term management consistent with Mission Bay policies will be incorporated. The implementation section will include discussions for site preparation, grading, planting, irrigation, if needed. The long-term management plan would address management subjects such as site protection, financial assurances, endowments, and adaptive management. Design Professional understands and has successfully dealt with Resource Agency requirements for long-term management, site protection and funding the unique issues involved with long-term management in a manner consistent with City resources, existing programs, and existing site protection measures.

Design Professional anticipates an iterative process, but generally assumes two draft versions of each HRP and a final HRP will be prepared by Design Professional. Design Professional assumes one review/comment/revision cycle for each draft version and the final document. **[Deliverables: Constraints understanding and initial concept drawings. Completed Habitat Restoration Plans Deliverables: Revisions based on City Comments on BTR and submittal of Final BTR]**

5) Noise Study

Design Professional will conduct an analysis of potential noise impacts from the proposed projects within the Mission Bay improvements program. The proposed improvement sites are adjacent to residential, transient residential and recreational areas which could be significantly impacted by proposed project activities, particularly construction. In consultation with City staff, Design Professional will select key representative noise measurement locations at which to conduct ambient noise measurements. The measurements will be used to characterize the existing noise environment in the vicinity of the proposed projects sites. It is envisioned that up to ten short-term (typically 15 to 20-minute duration) representative noise measurements would be conducted. The measurements will be made using an ANSI Type 1 or Type 2 calibrated integrating sound level meter.

Short-term noise impacts associated with restoration/construction activities associated with the proposed improvement projects will be evaluated at nearby noise-sensitive receivers (i.e., residences, nearby hotel/motel locations, recreational sites) using published construction noise emission levels and provided details (phasing and equipment usage). Because of the passive nature of the proposed projects that are consistent with the existing uses and activities, Design Professional anticipates that operational noise impacts will not occur. The basis and reasoning for this conclusion will be documented.

The resulting noise levels from the analysis will be compared to City noise standards to determine potential levels of significance. As necessary, recommended mitigation measures will be developed. The noise environment and regulatory background, analysis methodology, results, impacts analysis and mitigation measures will be contained in the noise technical report and summarized in the PEIR section. **[Deliverable: Noise Technical Report]**

6) Hydrology Study

Design Professional has significant experience performing hydrologic, hydraulic, water quality, and sediment transport analysis in support of a broad range of permitting efforts including Clean Water Act (CWA) (401/402/404) permits and CDFW (1600) permits, as well as analysis in support of CEQA documents. Design Professional will conduct tidal-related H&H modeling and design, including designing wetlands and engineering facilities in tidal environments; and analyze the localized drainage, preparing updated hydrologic studies to identify peak flow rates and generate hydrographs for the outlets of Rose Creek, Tecolote Creek, and the outlet of Leisure Lagoon Marsh, as well as evaluating water quality requirements and opportunities for the land-based improvements along the perimeter of the Bay.

Design Professional will set up a 2D numerical model called AdH (or another equivalent model) for hydrodynamic and water quality circulation analyses. The modeling area shall include the Mission Bay, nearshore ocean, and tidally influenced reaches of tributaries. The model will be calibrated to existing Bay tidal and stormflow data. The calibrated model shall be used to simulate tidal hydrology, namely tidal inundation frequency for wetland design and tidal circulation efficiency measured as residence time for water quality assessment. This work will be done to optimize performance of proposed alternatives, and to assess potential impacts of

projected sea level rise. The model will also be used to size the connection under the Tecolote/Fiesta Island causeway for improving circulation near the Tecolote Creek outlet. The modeling results include water surface elevations over time and space, tidal flow velocities, and residence times throughout Mission Bay (particularly at wetland sites).

As part of the hydrology study, Design Professional will analyze effects on tidal hydraulics and hydrology by raising ocean water levels of between 1.5 feet and 5.5 feet above existing levels (consistent with CCC guidance of 2015). The study will report results and effects on hydrodynamics throughout Mission Bay (particularly at wetland sites), and the results will be factored into the preliminary engineering designs. Sea level rise (SLR) documentation and agency guidelines will be reviewed and summarized in the hydrology study identifying its influence on coastal engineering design. SLR estimates are continually evolving, as are SLR guidelines from the CCC and other agencies. The baseline conditions for the design of the projects and the SLR scenarios to be analyzed for project performance will be established.

Deliverables will consist of a draft and final report, including text, graphics, and matrices of data. In addition, a summary of conventional hydrologic and hydraulic methodology, criteria, and results will be prepared for inclusion in the PEIR, as well as a similar summary for water quality related to storm water runoff in accordance with the 2013 MS4 Permit (permanent storm water Best Management Practices (BMPs)) and 2009 Construction General Permit (temporary BMPs), with consideration of tidal and future sea level rise effects on these land-side facilities. **[Draft Hydrology Report Deliverables: Data collection, modelling, refinements. Final Hydrology Report Deliverables: Revisions based on City Comments on hydrology model and report, submit final report.]**

7) Air Quality Study/Greenhouse Gas Emissions Analysis/Climate Action Plan

Design Professional will prepare an assessment of the air quality and greenhouse gas (GHG) emissions impacts associated with the proposed Mission Bay Park Improvements. Design Professional will prepare separate air quality and GHG emissions technical reports in addition to respective PEIR sections for CEQA documentation utilizing the significance thresholds in Appendix G of the CEQA Guidelines, the San Diego Air Pollution Control District's (SDAPCD) emissions-based thresholds, and the City's thresholds as delineated in the City's 2011 CEQA Significance Determination Thresholds guidance document as the basis, unless otherwise directed. The GHG emissions analysis will be based on the project's consistency with the City's Climate Action Plan (CAP) and will include a completed CAP Consistency Checklist. The analysis will reference the SDACPD's rules and regulations, as appropriate.

After reviewing all available project materials, Design Professional will provide a request for any outstanding data needed to conduct the analysis. If precise information on a particular factor is not available from the City, Design Professional will make every effort to quantify these items using the best available information for comparable data sources, but in all cases will consult first with the City regarding the information needed. Details of the analysis (e.g., emissions calculations) will be included in an appendix. **[Draft AQ/GHG Technical Report Deliverables: Calculations and draft air quality and GHG and submittal of draft AQ/GHG**

Technical report. Revised Final AQ/GHG Deliverables: Revised final AQ/GHG technical report and responses to comments received during the PEIR Public review.]

Air Quality

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. Current air quality conditions and recent trends in the San Diego Air Basin (SDAB) and project area will be described on the basis of California Air Resources Board (CARB) and U.S. Environmental Protection Agency (EPA) annual air quality monitoring data summaries. 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.

Design Professional will estimate emissions associated with construction of the proposed improvement projects using the California Emissions Estimator Model (CalEEMod) and/or appropriate industry standard models. The analysis of short-term construction emissions for the prioritized improvement projects within the Mission Bay Park Improvement Zone will be based on scheduling information (e.g., overall construction durations, phasing and phase timing for each project) and probable construction activities (e.g., construction equipment type and quantity, workers, and haul trucks) developed by the City and/or standardized approaches. Design Professional will evaluate the significance of the construction emissions based on significance thresholds established by the City in its Significance Determination Thresholds document, which includes the SDAPCD's emissions-based thresholds for construction.

In regards to long-term operations, it is anticipated that operational activities and associated emissions are expected to be minor, reflecting periodic vehicle trips and equipment use to maintain the proposed repairs and improvements. No other operational emissions sources (e.g., energy or area sources) are anticipated. Accordingly, Design Professional will evaluate potential operational impacts qualitatively. Because the proposed project is not anticipated to generate routine vehicle trips, it is assumed that project-related traffic would not generate substantial concentrations of criteria air pollutant emissions, specifically carbon monoxide "hot spots." As such, Design Professional will provide a brief qualitative analysis of the proposed project's potential to generate emissions that may adversely affect nearby sensitive receptors or result in a carbon monoxide hotspot impact.

The other Appendix G thresholds will also be evaluated in the air quality assessment, including whether the proposed project would result in a cumulatively considerable contribution to the SDAB ozone and particulate matter nonattainment status, the potential or the proposed project to cause objectionable odors, and whether the proposed project would impede attainment of air quality goals of the SDAPCD's air quality plans, including the Regional Air Quality Strategy.

Greenhouse Gas Emissions

The GHG emissions assessment will include a setting and background discussion consisting of a summary of the greenhouse effect and global climate change, potential changes to the

global climate system and to California, and emission inventories at the national, state, and local levels. It will also include key federal, state, and local regulatory actions and programs to reduce GHG emissions.

The impact analysis will reflect Appendix G of the State CEQA Guidelines; specifically, whether a project would (a) generate GHG emissions, either directly or indirectly, that may have a significant impact on the environment and (b) conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of GHGs. In December 2015, the City's Final CAP was adopted, followed by the "CAP Consistency Checklist Questions" on July 12, 2016. Projects that are consistent with the CAP may rely on the CAP for the cumulative impacts analysis of a project's GHG emissions. Consistency with the City's CAP will be demonstrated by evaluating the program's or plan's consistency with the five strategies identified in the CAP, which will be evaluated in the GHG analysis. Nonetheless, Design Professional will also complete a CAP Consistency Checklist to have on record. The CAP Consistency Checklist analysis will include consistency with Step 1, which consists of an evaluation to determine the program of improvements projects consistency with existing General Plan, Community Plan, and zoning designations for the site. Step 2 only applies to projects or parts of a project that require a certificate of occupancy. Step 2 is not anticipated to be applicable; however, Design Professional will work with the City to ensure the CAP consistency analysis meets their environmental documentation needs. Design Professional will also provide a qualitative post-2020 analysis that will evaluate whether or not the project-generated GHG emissions would impede the attainment of the 2030 and 2050 reduction goals identified in Senate Bill 32 and Executive Order S-3-05, respectively. Because the City has not adopted a numeric post-2020 threshold or provided guidance for demonstrating that a proposed project will not impede the implementation of State's post-2020 GHG reduction goals, a qualitative assessment is assumed to be sufficient.

While GHG emissions calculations are not specifically required to determine consistency with the City's CAP if the project is consistent with Step 1 of the CAP Checklist, because the proposed project's criteria air pollutant emissions will be quantified for the air quality analysis, GHG emissions quantified using the same emission estimator models will also be provided for disclosure purposes. Design Professional will estimate the GHG emissions associated with the proposed project using CalEEMod and/or appropriate industry standard models. Construction GHG emissions calculations will be based on the same construction scenario utilized in the air quality analysis. The proposed project is anticipated to require minimal routine maintenance activities that would generate GHG emissions (both directly and indirectly); as such, potential operational GHG impacts will be qualitatively addressed.

8) Waste Management Plan

A Waste Management Plan will be completed in accordance with the American Society for Testing and Materials (ASTM) Standard E1527-13 "Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process", Section 8 'Hazards and Hazardous Materials' of Appendix G (Environmental Checklist Form) of the CEQA Statute and Guidelines, and Section 703 of the City of San Diego Public Works Department Standard

Scope of Services for Mission Bay Park Improvements Plan PEIR

Specifications for Public Works Construction (White Book). This study will include the tasks listed below.

- Research hazardous materials conditions and releases as defined in the ASTM standard, which include but are not limited to underground storage tanks (USTs), aboveground storage tanks (ASTs), associated tank and vent piping, stressed vegetation, stained soil or pavement, and equipment that may contain or have historically contained polychlorinated biphenyls (PCBs).
- Compile and review of records of the Project Site and vicinity for hazardous materials conditions and concerns at the following agencies: San Diego County Department of Environmental Health (DEH), San Diego Regional Water Quality Control Board (RWQCB), California Department of Toxic Substances Control (DTSC), County of San Diego Solid Waste Local Enforcement Agency (LEA), and CalRecycle. From these sources, review previous hazardous materials technical studies, including historical research summaries, Phase I Environmental Site Assessments (ESAs), Phase II ESAs, and regulatory correspondence related to the Project Site and vicinity.
- Research history of the Project Site, including site development (filling, past site uses and features) using available aerial photographs, topographic maps, fire insurance maps, and city directories.
- Request and obtain information from the City of San Diego or personnel with knowledge of the Project Site history (via a "user"/ City questionnaire) for environmental cleanup liens and activity and use limitations which may be recorded against the Project Site, specialized knowledge or commonly known/reasonably obtainable information pertaining to potential adverse Project Site conditions, and/or obvious indicators of contamination at the Project Site and vicinity.
- Retain a third-party database search vendor to perform a radius search of Federal, State, and local databases for all sites and locations at and near the Project Site that could potentially impact the Project.
- Review hazardous building material survey reports, if provided by the City, and opine on the presence of lead-based paint, asbestos-containing materials, and other hazardous building materials based on previous surveys and the age of the structures.
- Complete a Site reconnaissance to identify conditions indicative of potential hazardous materials releases.
- List applicable federal, state, and local regulations and ordinances and resulting requirements.
- Prepare a Waste Management Plan in accordance with the ASTM standard and the White Book. The Plan will list applicable federal, state, and local regulations and ordinances and specify resulting requirements related to waste management. The Plan will identify hazardous wastes, petroleum contaminated soils, and regulated wastes that could be

generated, or encountered, during Project construction and the potential hazards that could result from work in these materials and contingency in the event of a release. The Plan will identify the project team responsible for managing and addressing hazardous materials issues during project construction, including roles and responsibilities for proper identification of contaminated materials, licensing and training requirements for each role, notification, removals, stockpiling/containerization, residence time, manifesting, monitoring, characterization, profiling, transportation, and disposal. The analytical testing requirements to characterize the contaminated media (soil and groundwater) will be discussed. The Plan will specify statutory restrictions to be followed during excavation, dewatering, stockpiling, on-site management, and off-site disposal of waste. The Plan will list the potential waste streams that could be generated by the project, including Federal-hazardous, California-only hazardous, and non-hazardous and the permitted disposal facilities that could receive waste from the project. Procedures for handling specially-exempt waste like treated wood waste, if present at the Project Site will be discussed. Materials that could be reused or recycled will be identified along with regulatory procedures and notifications associated with reuse/recycling. **[Deliverable: Final Waste Management Plan]**

9) Traffic/Mobility Study

Project Trip Generation: Design Professional will work with City staff to identify the potential increase in park visitors that may result from project enhancements. Based on the anticipated number of new visitors, Design Professional will develop both average daily and peak hour trip generations rates for the Park. Based on the anticipated increase in trip generation, Design Professional will work with the City to determine the level of transportation impact assessment required for the park.

Project Trip Distribution: Design Professional will distribute the additional trips that are anticipated to access the park with the proposed improvements based on existing travel patterns for vehicles accessing the park. The existing travel patterns will be established through the historic data contained in the City's Roadway Count database.

Project Study Area: Based on the anticipated project trip distribution and assignment, Design Professional, in conjunction with the City will determine the project study area, based on the thresholds set by the City's Traffic Impact Study Manual (1998) as well as input from City Staff.

Existing Conditions: Field Review: Design Professional will conduct a field review to document the existing features of the roadway network and key intersections in the vicinity of the project.

Data Collection: Conduct traffic counts at key study intersections and roadway segments. It is assumed that up to 16 intersections and 24 roadway segments will be included within the project study area. It is assumed that no freeway facilities will require traffic analysis.

Operations Analysis: Roadway segments will be analyzed based upon existing daily Average Daily Traffic conditions. Intersection analyses for both AM and PM peak hour conditions will be conducted utilizing the methods outlined in the 2010 Highway Capacity Manual. Analyze

and document Existing Plus Project traffic conditions, project impacts and mitigation requirements.

Near-Term Cumulative Conditions (If Needed Based on the Findings): In coordination with City staff, identify any related approved project developments. All related information for the identified "cumulative projects" will be supplied by the City.

Design Professional shall analyze and document project opening year traffic conditions without and with the park improvements. Background traffic volumes for the project opening year conditions will be based on the "cumulative projects" as defined by the City and/or application of an ambient traffic growth factor based upon historic counts. Based on the analysis, Design Professional will summarize project impacts and traffic mitigation requirements for the project Horizon Year conditions.

Horizon Year Conditions (If Needed Based on the Findings): Horizon Year conditions will be based on the SANDAG's Transportation Forecast Model. Design Professional will work with both City and SANDAG staff to determine the appropriate SANDAG model to use for this project (Series 12 or 13). It is not anticipated that the park will not generate enough traffic to warrant the development of a new sub-area mode (over 2,400 daily trips). It should be noted that Design Professional recently worked with City staff to develop a Series 12 sub-area model for the Morena Boulevard and Balboa Station Area Master Plans. This model was validated and calibrated by SANDAG and City staff.

After the Horizon Year transportation forecast model is agreed upon, Design Professional will analyze and document Horizon Year traffic conditions without and with the park. Based on the analysis, Design Professional will summarize project impacts and traffic mitigation requirements for the project Horizon Year conditions.

Bicycle, Pedestrian and Transit Analysis

As part of the existing conditions review, Design Professional will document and assess the bicycle, pedestrian and transit facilities within the project site, within the immediate area surrounding the project site, and the regional facilities that currently serve the project site. This includes conducting an on-the-ground bicycle and pedestrian facility assessment of the project site and adjacent roadways providing access to nearby destinations. This review will focus on the presence and quality facilities such as bike lanes, sharrows, crosswalks, enhanced crossings, streetscape elements and amenities, obstructions, vertical and horizontal buffers to the roadway, adjacent roadway speed, lighting, ADA compliance and missing infrastructure such as sidewalks.

Design Professional will include a graphic in the TIS identifying the existing bicycle and pedestrian issues and needs that were observed in the field review. This will allow for the identification of mobility improvements to address current issues and needs, and create opportunities for enhancing the surrounding environment for all users. Design Professional will also provide a graphic summarizing recommend and potential bicycle and pedestrian facility improvements that will help to facilitate better multi-modal access, both within and to/from the project site.

Construction Conditions: It is anticipated that the construction efforts associated with the park will require a full transportation impact assessment. To identify the traffic-related impacts associated with construction of the parks, Design Professional will analyze construction year conditions both with and without the traffic associated with project construction. Construction year conditions will be based on the “cumulative projects” as defined by City staff, and/or the application of an agreed-upon ambient traffic growth factor based upon historic counts.

Based on the findings of the previous tasks, Design Professional will prepare a draft Transportation Impact Study for submittal to the City. Once the City has reviewed and commented on the Draft Transportation Impact Study Prepare a Final Transportation Impact Study. Up to 4 hard copies and corresponding electronic files of the Draft and Final TIS will be provided to the City.

Design Professional will attend a maximum of four project-related meetings.

Parking Analysis

Parking Requirements (Code): Design Professional will evaluate the parking requirements for the current park uses, as well as the proposed park improvements. The parking requirements will be determined based on the City’s Municipal Code, as well as from national publications including the ITE Parking Manual (4th Edition) and the Urban Land Institute Shared Parking Manual. The total number of required spaces will be compared to the respective number of on-site parking spaces that will be provided within the park.

Existing Demand: To determine the existing demand within the parking lots, a field parking occupancy assessment will be conducted for the public parking lots and on-street parking within the park. Design Professional will document the current number of spaces within each lot and conduct hourly parking occupancy counts on three typical weekdays and two typical weekend days between 7:00 AM and 10:00 PM.

Project Parking Demand: Based on the analysis findings, Design Professional will assess the total number of new patrons that are anticipated to access the park, based on the proposed improvements, and develop an associated parking demand. The projected parking demand will be based observations taken from the existing parking demand, regional and local standards, and input from City staff.

Future Parking Demand: To determine if there is enough parking capacity within the park to accommodate both the existing demand, as well as the demand from the improved features within the park, the observed parking demand plus the anticipated demand with the new features will be compared to the total number of parking spaces within the studied public parking lots on an hour-by-hour basis. **[Draft Traffic and Mobility Study Deliverables: Parking assessment, alternatives transportation assessment, and traffic analysis; Draft Traffic and Mobility Study submitted. Final Traffic and Mobility Study Deliverables: Revisions based on City Comments and public review, submittal of Final Traffic and Mobility Study.]**

10) Historic Resources Report (Cultural and Built Environment)

Design Professional will manage the historic resources analyses and documentation for archaeological resources, historic resources, and Native American values for projects throughout California. The Design Professional must have registered professional archaeologists that meet the Secretary of the Interior's Professional Qualification Standards who supervise projects in accordance with state and federal regulations.

Design Professional will provide cultural resources surveys, analysis, and consultations, including consultations with Native American tribal representatives by providing summaries of the proposed project description and results of preliminary studies to help identify any areas of potential cultural resource sensitivity, facilitating communication, and understanding of the proposed project. City of San Diego Development Services staff only will conduct the formal Assembly Bill 52 consultation process with the Native American tribes. Design Professional shall prepare Section 106 deliverables, as applicable, including archaeological survey reports, historic resources evaluation reports (for built environmental resources), historic property survey reports, and findings of effect, in support of permits for federal agencies, often the ACOE.

Design Professional's historic and built environment team must meet the Secretary of the Interior's Professional Qualification Standards for architectural history and will research, conduct and prepare historical significance evaluations in consideration of the California Register of Historical Resources, National Register of Historic Places, and City of San Diego Historical Resources Board designation criteria. The archaeological and historic evaluations will be coordinated by the Design Professional's cultural resources practice lead, Micah Hale.

In addition, Design Professional staff provide a full range of paleontological resources services, including surveys and assessments, monitoring, fossil recovery, and final reports. In compliance with the standard conditions of approval, the Design Professional must provide City-qualified paleontological resources monitors during construction-related excavation activities, under the supervision of the Design Professional paleontological resources practice lead, Sarah Siren. **[Deliverables: Historic resources survey, evaluations report(s)]**

11) Geotechnical Study

The Geotechnical/Geologic Desktop Study will be completed in accordance with the City's Guidelines for Geotechnical Reports, California Division of Mines Guidelines for Preparing Geologic Reports for Regional-Scale Environmental and Resource Management Planning, and Section 6 'Geology and Soils' of Appendix G (Environmental Checklist Form) of the CEQA Statute and Guidelines. This study will include the tasks listed below.

- Review and summarize regional and local geology and identify potential geologic hazards.
- Review relevant published geologic maps, State issued geologic hazard maps, and the Seismic Safety Study Geologic Hazard and Fault maps.

- Research and identify relevant geologic hazards listed in the “Guidelines for Geologic/Seismic Consideration in Environmental Impact Reports,” California Geological Survey (California Division of Mines and Geology) Note 46 and California Geological Survey (California Division of Mines and Geology) Note 52, as amended.
- Research other resources and Design Professional’s in-house library of faulting, seismicity, lateral spread, unstable slope analysis, settlement, liquefiable soils, and other geological hazards. List applicable federal, state, and local regulations and ordinances and resulting requirements.
- Prepare a technical report that identifies geotechnical and geologic constraints. The report will list mitigation measures or alternatives to avoid or minimize the hazards. The report will include a map illustrating the geologic constraints and will be submitted in GIS format.
- In addition, a Geotechnical Information for Design section will be included in the Desktop Report with the purpose of identifying specific constraints and locations for additional investigation. This section will summarize soil layers in the project area that may be encountered for project grading and general material properties relative to improvement and foundations for structures and whether the soils can be reused onsite, reused offsite, or require disposal. The Study will not incorporate intrusive investigation, which is anticipated to be completed at a later date, once the details of future structures and design is known.

All Design Professional studies shall be peer reviewed by PWD staff and the Design Professional Team. However, the technical studies that are required under CEQA that will be prepared by the Design Professional must be reviewed by technical specialists to ensure that they are adequate for inclusion in the PEIR document. Design Professional in-house experts shall objectively review all analyses submitted to maximize the robustness of the evaluations, consistency and clarity of substantiation and determinations. **[Deliverable: Geotechnical Investigation Report]**

2.2.3 Preparation of the PEIR (Phase 2)

Design Professional will format and organize the PEIR consistent with the City’s Environmental Impact Report Guidelines (revised September 2002, updated May 2005 (or latest available version), and in accordance with CEQA Guidelines Sections 15120–15132 and 15168. The PEIR will generally be organized into seven sections: (1) executive summary, (2) introduction, environmental setting, project description and history of project changes (3) environmental analysis including the existing conditions/thresholds of significance/impacts/mitigation measures, (4) growth inducement, (5) cumulative impacts, (6) other CEQA required sections, (7) alternatives analysis and conclusion. The following outlines the approach for the preparation of the PEIR.

Develop Project Description, Objectives, and Alternatives

The Design Professional will work with the City to identify the preliminary engineering needs required to provide a detailed project description for each project and ensure that they are sufficient for analysis in the PEIR. Under this task, Design Professional will capture the

principles, desired structure, and components of the programmatic concepts, through discussions with the City, to be included in the project description. Design Professional will work with the City to establish the objectives for use in the PEIR, which are key in helping develop, select, and reject alternatives. In addition to using the objectives developed with the City, Design Professional will complete preliminary responses to the CEQA checklist to identify likely environmental issues where impacts may result and could be avoided through alternatives. The Design Professional will work with the City to identify a reasonable range of alternatives ideas for exploration, identify those to take forward in the PEIR, and describe those alternatives considered but rejected. The description will include a list of approvals required for implementation and identify the agencies expected to rely upon the PEIR.

Initial Study/CEQA Checklist and NOP

Also as part of this task, the Design Professional will prepare a preliminary Initial Study checklist that provides provisional responses to the checklist questions from the City guidelines for CEQA Thresholds of Significance. The preliminary checklist will be prepared in parallel with and used to inform the project description, goals and objectives, and alternatives efforts described above. The Initial Study will be attached to the NOP, which Design Professional will prepare in accordance with CEQA Guidelines Section 15082. The NOP will also include notice of a public scoping meeting since one is required for such a project pursuant to CEQA Guidelines Sections 15082(c)(1) and 15206. Design Professional will also complete a draft of Notice of Completion (NOC) form for the State Clearinghouse and legal advertisement for posting by the City. Design Professional will submit an administrative draft to the City for review and concurrence before distribution to agencies and to the public for the formal public review period. Design Professional will provide all necessary copies of the NOP for City distribution.

Scoping Meeting

Organization, facilitation, and logistics associated with holding a scoping meeting will be provided by the Design Professional as part of the Outreach Program in coordination with the City. Design Professional's project manager will participate in the public scoping meeting designed to invite public and agency involvement throughout the CEQA scoping process, as deemed necessary. Design Professional will prepare a scoping report that documents the noticing, meeting, comments submitted, and where consideration of issues raised in comments is provided in the PEIR. This scope does not include a court reporter or minutes of the scoping meeting and as such commenters will be encouraged to review/confirm notes as recorded on an easel and to submit formal written comments. **[Deliverables: Prepare and print Initial Study, Notice of Preparation, and Notice of Completion; Scoping meeting support*, scoping report; Prepare Draft of all sections PEIR, and coordination of technical studies (* = facilitation and meeting logistics addressed as part of item 3.5 Public Outreach).]**

2.2.4 PEIR Screenchecks (Phase 2)

Design Professional would begin the preparation of the PEIR concurrent with the public review of the NOP. Key topics of the PEIR, not addressed in technical studies, include land use (and water use) including coastal access, aesthetics, and recreation. Land use-related analysis will be included to consider the Mission Bay Park Master Plan, other applicable City plans, and

Coastal Act policies. For aesthetics, Design Professional will evaluate the potential effects of principles, views, and setbacks established in the Mission Bay Park Master Plan and Design Guidelines. Design Professional will analyze the requirements for parks and open space via the policies in the Mission Bay Park Master Plan. The PEIR will address recreational resources and demands on recreation in the context of the Mission Bay Park Master Plan goals, policies, and land and water uses.

The development of the PEIR will be a collaborative effort with City staff and Design Professional. Design Professional will engage in regular project team meetings with the City to discuss the approach, content, direction, and address any nuances throughout drafting of the PEIR and each screencheck. As identified in the RFP, there would be a minimum of three screenchecks. Each screencheck will be prepared by Design Professional and subject to City review and comment, after which Design Professional will make the necessary revisions and provide for City review.

The Design Professional shall work closely with City staff during the preparation of the PEIR. This includes regular project team meetings with City staff. The Design Professional shall review staff comments for each draft PEIR screencheck and make all necessary revisions to the draft PEIR and technical studies prior to resubmitting the draft PEIR screencheck to the City for further review. A minimum of **three (3) screenchecks** are anticipated prior to Development Services Department approval of the draft PEIR. For the purposes of scoping and costing, Design Professional assumes 3 screencheck submittals. **[Deliverables: Prepare Draft of all sections PEIR, coordinating technical studies.]**

2.2.5 Public Review Draft PEIR (Phase 2)

Design Professional will make final refinements to the Draft PEIR based on comments from the City on the third screencheck PEIR. Design Professional will prepare a Notice of Availability (NOA) that will alert the public of the release of the Draft PEIR and inform them how to comment in accordance with CEQA Guidelines Section 15087. If necessary, the NOA will include notice of a public meeting to further facilitate public engagement. Design Professional will also complete a draft NOC form for the State Clearinghouse and a legal advertisement for local newspapers. An electronic version suitable for posting on the City's website will be provided. The distribution list will be updated based on NOP scoping comments and any additional parties expressing interest, for concurrence by the City. Design Professional will provide all necessary copies of the Draft PEIR for City distribution.

The Development Services Department will determine the number of PEIRs and Appendices needed for public review. The Design Professional will be responsible for providing *all necessary copies* as requested by the Development Services Department. **[Deliverables: Final formatting, printing and distributing Draft PEIR for public review; Notice of Availability and Notice of Completion.]**

2.2.6 Final PEIR and Response to Comments (Phase 3)

The Final PEIR process will include continued close collaboration between Design Professional and the City, as the City will take the lead in preparation of responses to comments (RTCs), and Design Professional will take the lead making any necessary revisions to the Final PEIR,

CEQA Findings of Fact, and a Statement of Overriding Considerations (if necessary). Design Professional will prepare a screencheck draft of the Final PEIR taking direction from the City's RTCs. In support of preparing the RTCs, Design Professional can review and prepare a matrix of the comments received on the Draft PEIR and identify comments that are repeated or have a common theme as well as support responses to up to 100 distinct substantive comments.

The Development Services Department will prepare responses to letters of comment, incorporating information from the Design Professional, as necessary. The Design Professional shall prepare the Final PEIR incorporating City direction regarding revisions and final responses to comments. The Design Professional shall also draft Findings and Statement of Overriding Considerations (SOC), which are to be submitted to the Development Services Department prior to public review. **[Deliverables: Responses to comments (RTCs), PEIR revisions, draft Findings, Statement of Overriding Consideration (SOC) revisions based on City comments, final print version of PEIR, RTCs, Findings and SOC.]**

2.2.7 Project Management (Phases 1, 2 & 3)

Design Professional will provide constant direct and pro-active communication with the City. The Design Professional's project manager will coordinate the full Design Professional team of partnering engineers and subconsultants to facilitate the City's needs, delivering the PEIR and prudent programmatic permitting to streamline implementation of the seven identified projects in Mission Bay. Design Professional's will use their experience and solicit the technical experts to provide guidance and offer solutions as necessary to promote success and future streamlining. Design Professional's has the necessary experience to understand the needs and perspectives of local, state, and federal agencies to facilitate productive meetings and approvals. The project management task also includes maintaining the schedule to track and manage deliverables and milestones, and the coordination of invoices and budget maintenance. **[Deliverables: Weekly coordination, monthly schedule updates, monthly invoicing.]**

2.2.8 Meetings and Public Hearings (Phases 1, 2 & 3)

Design Professional project manager will participate in all regular team meetings with City staff and meetings with local, state, and federal agencies, and will be on hand for City Council hearings, public meetings with special interest groups, planning groups, advisory groups, community groups, subcommittees, committees, and the PEIR scoping meeting. Design Professional will facilitate stakeholder and public meetings as described under the Public Outreach task. Design Professional also anticipates that engineers and technical experts will attend certain meetings. The Design Professional will prepare presentation materials for advisor, planning and special interest groups meetings, and City Council hearings as well as support materials for direct meetings with groups and local officials. These meetings will keep the wide variety of interested parties informed of projects progress as well as evidence of consistency with the amended City Charter.

In addition to the meetings participation, Design Professional project management team and specialists will support development and production of materials (agendas, maps summaries, etc.) for all meetings and, for public meetings, provide all logistics and materials for public interactions coordination as outlined in the Public Outreach task.

At the hearings, the Design Professional team shall provide support to City staff and respond to questions. The Design Professional shall also provide presentation and/or report materials as needed. **[Deliverables: team meetings/hearings]**

Recognized Advisory Groups/Community Planning Groups

- a. Oversight Committee – Oversees the prioritized list of projects funded by Improvement Fund within the Improvement Zone. City Charter Section 55.2 states that the role of the Oversight Committee is “to verify that the appropriate funds are collected, segregated, retained, and allocated according to the intent of this Section, and spent as prioritized.”
- b. Mission Bay Park Committee – Advises the Park and Recreation Board on the development, utilization, and policies regarding Mission Bay Park.
- c. The Improvement Zone is located within, and boundaries surrounded by, the following community planning areas/groups: Pacific Beach, Mission Beach, Clairemont Mesa, Linda Vista, Ocean Beach, Peninsula, Midway/Pacific Highway Corridor, Old Town and Mission Valley.
- d. City of San Diego Wetlands Advisory Board

Special Interest Groups

Special interest groups include, but are not limited to, the San Diego County Bicycle Coalition, San Diego Audubon Society, San Diego River Park Foundation, Friends of Rose Canyon, and others.

Agency Meetings

Agency meetings include meeting and preparation for discussions with resource agencies such as USFWS, CDFW, RWQCB, NMFS, USACE, and APCD. Team members would facilitate discussions with agency staff, including preparation for meetings, materials including agendas, and meeting summaries.

Public Hearings

Public hearings of the City where appointed or elected officials take action on the project. Team members would be available to make presentations answer questions and provide support to City staff.

2.3 ENGINEERING SCOPE(s) (Phases 1 & 2)

The Design Professional will perform engineering design, modeling, and other activities needed to prepare preliminary designs for wetlands, shoreline, and seawall features. Design Professional will provide water quality and civil engineering. To promote expediency, the engineering for wetland projects can be split between the firms, as both have exceptional relevant experience.

Design Professional landscape architects will perform engineering design support through Design Professional's in-house Habitat Restoration Group consisting of five licensed Landscape architects with decades of habitat restoration experience. The Design Professional understands the Tecolote Creek wetlands has been designed to a higher level than other projects, including DeAnza Cove, North Fiesta Island wetlands, the one-way tidal culverts, and the saltmarsh project north of Leisure Lagoon. Design Professional staff will work to promote the consideration and inclusion of environmental regulations, Mission Bay policies and directives, and site-specific restoration design strategies, opportunities, and constraints in the preliminary design process.

The Design Professional team will analyze the proposed wetlands expansion and water quality improvements in Mission Bay to determine general project feasibility, and prepare preliminary grading plans and engineering design of project infrastructure features such as berms, basins, one-way culverts, etc. Preliminary engineering design may include preparation of preliminary site plans with proposed grading, design sections, engineering calculations to size infrastructure such as pipes and channels, and earthwork volumes. The Design Professional team will also identify cost-effective disposal strategies and locations for excavated and dredged materials, and will prepare preliminary engineering cost estimates for final design, construction document, and cost-to-complete construction budgets.

2.3.1 Preliminary Engineering Reports

The Design Professional team shall prepare preliminary engineering reports (PERs) for each Project. The projects consist of five specific wetland restoration projects, general shoreline restoration, habitat preserves, bike and pedestrian paths and bridges, and the Mission Beach seawall, and deferred maintenance related to existing facilities. Wetland scopes are grouped due to their similarity of approach. A generalized approach that applies to the wetlands is provided below, followed by each of the projects identified in the RFP.

Wetland projects will be initiated by conducting a project kick-off meeting to identify and review project goals and objectives, opportunities, and constraints for individual projects (e.g., habitat types and areas, water quality, public interpretation/access, resilience, ADA access, pedestrian and bike mobility). Once determined, the Design Professional team will prepare a preliminary schedule identifying early milestones and critical path items.

Wetland design requires accurate data of existing and proposed topography/bathymetry, habitat, and water levels. Analyzing water levels of primarily tides, with episodic stormflows, will be done with a 2D numerical model called AdH. The ACOE-developed model quantifies high and low water levels over time and space, and specifies water circulation. Results are hydrologic data useful to design salt marshes to achieve certain habitat types.

Intertidal habitat types form around the perimeter of the lagoon as habitat rings occurring at progressively higher elevations relative to water levels from subtidal, to mudflat, to low marsh, mid marsh, and high marsh. The model clarifies the elevations required for each marsh habitat type that can serve as the basis for preliminary grading plans.

The team hydrologists will collaborate with the wetland design biologists to lay out marshes that provide the habitat types desired by the City. Preliminary grading plans will show proposed elevations of habitat areas throughout the marsh, feeder channels, and surrounding transitional and upland habitat areas within the designated sites. The drawings will consist of plans and sections.

The Design Professional team will analyze and determine wetland constructability, along with project constraints, and potential conflicts to restoration. The design information will be the basis of estimating order of magnitude construction costs, and preparing a construction schedule for each site.

Finally, the Design Professional team will determine the consistency of the project with the Mission Bay Master Plan. All of these analyses will be relayed to the City in concise and clear reports with text, graphics, and matrices of data useful for the PEIR project description and CEQA analyses.

Requirements for each site follow. Each site is addressed in a systematic approach following the subtask list in the RFP.

1.2.1a Rose Creek Wetland

The approach presented below is the model to be applied to the other four wetlands in Mission Bay.

a. Description of Project Components—Provide a scope/general description of all project components. This project will likely integrate with the ReWild project footprint for Kendall-Frost Marsh, but may vary from the footprints shown by that group to better meet the objectives of the City. It may include storm water flow treatment wetlands. Subtasks for this wetland, and all other wetlands within Mission Bay include:

- 1) **Data Collection and Review:** Review available plans including the Mission Bay Park Master Plan, Natural Resources Management Plan, and Mission Bay Park Improvement Fund Oversight Committee Report; collect available existing studies, technical reports, utility drawings, etc.
- 2) **Surveying and Modeling:** Establish approximate project limits, obtain existing topography/bathymetry and prepare supplement mapping as necessary, conduct site visits with project team, and photo-document features.
- 3) **Existing Conditions Base Maps:** Prepare base maps with updated topography for project areas including known right-of-way and easement limits, establish limits of work, egress and ingress, constraints, utilities, and integrate hydrologic and hydraulic/tidal information and drainage facilities. Conduct hydrologic and hydraulic and tidal modeling, as necessary.
- 4) **Determine City objectives for restoration (habitat types and areas).**
- 5) **Conduct numerical modeling of tides and stormflows to quantify water levels over time and space.** These data will provide the basis for designing salt marsh habitats (elevations and slopes) relative to the tides.

[Deliverables: Scope and Project Description Narrative]

b. Drawings will show the general layout and location of the existing site conditions and of the project. Drawings will clearly identify the project components that are being proposed. A site plan will be prepared to a level of detail of approximately 15% to 30%, and will include the following:

- 1) Preliminary Grading and Concept Improvements Plans (Drawings): Integrate recommended contour elevations and drainage pattern information from the project biologist with existing conditions, proposed design, and draft conceptual grading and associated improvements (e.g., culverts).
- 2) Cross-sections; and
- 3) Earthwork quantities.
- 4) Provide elevation ranges for each habitat type and desired areas; collaborate to show channels, marsh, and interior slopes in a configuration that meets City objectives

[Deliverables: Draft and Final Drawings]

c. A feasibility analysis for the constructability of the project: Analyze opportunities and assess the feasibility for constructability by quantifying potential habitat improvement, inventorying permit requirements, estimating construction costs, and identifying maintenance requirements. Determine desired construction condition (e.g. in the wet or in the dry); assess equipment spread needed, construction access points, material re-use/disposal options, etc.

[Deliverable: Feasibility Analysis of Constructability]

d. Risk assessment evaluation (i.e. high, medium, low) of project constraints including environmental, permitting, easements, community impacts, and funding. Analyze constraints to the project by holding a risk assessment meeting with key team members to generate a risk list. Risks could include land ownership, sensitive habitat, potential contaminated soils, geotechnical conditions, flood control, access, mobilization and staging issues, proximity to neighbors, environmental windows, traffic control issues, infrastructure/utilities, permitting, and funding. Provide a rating of risk (high–low). **[Deliverable: Risk Assessment]**

e. Project conflict coordination/evaluation for combining the project with other planned capital improvement projects (CIP) to minimize impacts to the community. In the risk assessment meeting mentioned above, also assess the potential for conflicts with other planned capital improvement program (CIP) projects, and identify steps to avoid such conflicts or opportunities to combine with other projects for overall savings, and minimize impacts to the community. **[Deliverable: Project Conflict Evaluation]**

f. A preliminary opinion of probable construction costs for each of the project components. Prepare an Opinion of Probable Construction Costs (OPCC): Develop an itemized preliminary OPCC to construct considering the possible hard costs of mobilization/demobilization, earthwork, dredging, dewatering, planting, irrigation, culverts, rock slope protection, storm drain structures, and temporary erosion control. Soft costs of final design, permitting, environmental review, and construction management will be included, as well as a 25% contingency. **[Deliverable: OPCC]**

g. An overall estimated project schedule. Develop an overall schedule for the implementation of each project showing major milestones, phases, durations, float, and any other pertinent information. The software to be used to prepare schedules is Microsoft Project. **[Deliverable: Estimated Project Schedule]**

h. City Professional Standards and Mission Bay Masterplan Consistency Project components described in the engineering report will be prepared consistent with professional standards of practice established by the City and will be in conformance with the Mission Bay Master Plan. The project team will coordinate together and with the City throughout the process of generating draft data and documents to be certain to adhere to City standards and components of the Master Plan. **[Deliverables: Standards and MBMP Adherence Checklist]**

[2.3.2 Preliminary Design & QA/QC] Preliminary design will also include the following drainage and storm water quality analyses: updated hydrologic analysis for Rose Creek watershed (peak flow rates and hydrographs, to be used as input parameters in the AdH model), local drainage along the land-side perimeter of the wetland site, assessment of potential BMP retrofit opportunities at this location, and coordination with FEMA for effective FIS hydraulic data. Preliminary Design will be developed building off the materials from a. through h., include QA/QC, and be developed to realize comprehensive engineering design. **[Deliverables: Draft Preliminary and Final Designs]**

1.2.1b North Fiesta Island Wetland

Same approach as for all Mission Bay Wetlands; subtasks are summarized below, with the detail provided in section 1.2.1a above.

- a. *Scope / General Description* – Determine City objectives for restoration (habitat types and areas). The project is assumed to be as shown on City planning concepts. **[Deliverables: Scope and Project Description Narrative]**
- b. *Drawings* – Provide elevation ranges for each habitat type and desired areas; collaborate to show channels, marsh, and interior slopes in a configuration that meets City objectives. This site may require a bridge for Fiesta Island Road or culverts under the road to connect the marsh to the Bay. Plans will include that connection detail in sheets, sections, and profiles. **[Deliverables: Draft and Final Drawings]**
- c. *Feasibility Analysis of Constructability* – Determine desired construction condition (e.g. in the wet or in the dry); assess equipment spread needed, construction access points, material re-use/disposal options, etc. **[Deliverable: Feasibility Analysis of Constructability]**
- d. *Risk Assessment of project constraints* – Determine constraints such as land ownership, existing sensitive habitat, utilities, compromised soils, proximity to neighbors, environmental windows, costs, flood control needs, water quality concerns, competing interests (e.g., recreation), and possibly others. **[Deliverable: Risk Assessment]**

- e. *Project conflict coordination/evaluation* – Assess the potential for conflicts with other planned capital improvement program (CIP) projects, and identify steps to avoid such conflicts or opportunities to combine with other projects for overall savings, and minimize impacts to the community. **[Deliverable: Project Conflict Evaluation]**
- f. *Detailed Construction Cost Estimate* – Develop Opinion of Probable Construction Costs using recent data from similar projects in the region; prepare spreadsheet of costs based on quantities and unit costs for each wetland item. Estimate “hard” costs for construction, and add “soft” costs for permitting, construction management, etc. **[Deliverable: OPCC]**
- g. *Estimated Project Schedule* – Develop a timeline in Microsoft Project for implementation; consider each step in the process from mobilization through completion; specify any phasing; show major milestones. **[Deliverable: Estimated Project Schedule]**
- h. *City Professional Standards and Mission Bay Masterplan Consistency* – Evaluate the project in comparison to City Professional Standards and consistency with the Mission Bay Master Plan. Identify any conflicts or inconsistencies. **[Deliverables: Standards and MBMP Adherence Checklist]**

[2.3.2 *Preliminary Design & QA/QC*] Preliminary design will also include the following drainage and storm water quality analyses: localized water quality and drainage improvements in association with surrounding drainage characteristics. Preliminary Design will be developed building off the materials from a. through h., include QA/QC, and be developed to realize comprehensive engineering design. **[Deliverables: Draft and Final Preliminary Designs]**

1.2.1c and 1.2.1d. Tecolote Creek Wetland and Fiesta Island Causeway Tidal Culverts

Same approach as for all Mission Bay Wetlands; subtasks are summarized below, with the detail provided in section 1.2.1a above.

- a. *Scope / General Description* – Determine City objectives for restoration (habitat types and areas). The design of this project is combined with the Fiesta Island Causeway Culverts, for this scope. A treatment wetland or regional BMP may be included to address storm water quality from the creek. Determine the proper tidal connection between both sides of the Bay adjacent to Fiesta Island Road. **[Deliverables: Scope and Project Description Narrative]**
- b. *Drawings* – Provide elevation ranges for each habitat type and desired areas; collaborate to show channels, marsh, and interior slopes in a configuration that meets City objectives. **[Deliverables: Draft and Final Drawings]**
- c. *Feasibility Analysis of Constructability* – Determine desired construction condition (e.g. in the wet or in the dry); assess equipment spread needed, construction access points, material re-use/disposal options, etc. **[Deliverable: Feasibility Analysis of Constructability]**

- d. *Risk Assessment of Project Constraints* - Determine constraints such as land ownership, existing sensitive habitat, utilities, compromised soils, proximity to neighbors, environmental windows, costs, flood control needs, water quality concerns, competing interests (e.g., recreation), and possibly others. **[Deliverable: Risk Assessment]**
- e. *Project conflict coordination / evaluation* - Assess the potential for conflicts with other planned capital improvement program (CIP) projects, and identify steps to avoid such conflicts or opportunities to combine with other projects for overall savings, and minimize impacts to the community. **[Deliverable: Project Conflict Evaluation]**
- f. *Detailed construction cost estimate* - Develop Opinion of Probable Construction Costs using recent data from similar projects in the region; prepare spreadsheet of costs based on quantities and unit costs for each wetland item. Estimate “hard” costs for construction, and add “soft” costs for permitting, construction management, etc. **[Deliverable: OPCC]**
- g. *Estimated Project schedule* - Develop a timeline in Microsoft Project for implementation; consider each step in the process from mobilization through completion; specify any phasing; show major milestones. **[Deliverable: Estimated Project Schedule]**
- h. *City Professional Standards and Mission Bay Parks Master Plan Consistency* - Evaluate the project in comparison to City Professional Standards and consistency with the Mission Bay Master Plan. Identify any conflicts or inconsistencies. **[Deliverables: Standards and MBMP Adherence Checklist]**

[2.3.2 Preliminary Design & QA/QC] Preliminary design will also include the following drainage and storm water quality analyses: updated hydrologic analysis for Tecolote Creek watershed (peak flow rates and hydrographs, to be used as input parameters in the AdH model), minor evaluation of local drainage along the land-side perimeter of the wetland mitigation area, assessment of potential Regional BMP retrofit opportunities in this vicinity, and coordination with FEMA for effective FIS hydraulic data. Preliminary Design will be developed building off the materials from a. through h., include QA/QC, and be developed to realize comprehensive engineering design. **[Deliverables: Draft and Final Preliminary Designs]**

1.2.1e Leisure Lagoon Marsh and 2 large storm drain culverts

Same approach as for all Mission Bay Wetlands; subtasks are summarized below, with the detail provided in section 1.2.1a above.

- a. *Scope / General Description* - Determine City objectives for restoration (habitat types and areas). **[Deliverables: Scope and Project Description Narrative]**
- b. *Drawings* - Provide elevation ranges for each habitat type and desired areas; collaborate to show channels, marsh, and interior slopes in a configuration that meets City objectives. **[Deliverables: Draft and Final Drawings]**

- c. *Feasibility Analysis of Constructability* – Determine desired construction condition (e.g. in the wet or in the dry); assess equipment spread needed, construction access points, material re-use/disposal options, etc. [**Deliverable: Feasibility Analysis of Constructability**]
- d. *Risk Assessment of project constraints* – Determine constraints such as land ownership, existing sensitive habitat, utilities, compromised soils, proximity to neighbors, environmental windows, costs, flood control needs, water quality concerns, competing interests (e.g., recreation), and possibly others. [**Deliverable: Risk Assessment**]
- e. *Project conflict coordination/evaluation* – Assess the potential for conflicts with other planned capital improvement program (CIP) projects, and identify steps to avoid such conflicts or opportunities to combine with other projects for overall savings, and minimize impacts to the community. [**Deliverable: Project Conflict Evaluation**]
- f. *Detailed Construction Cost Estimate* – Develop Opinion of Probable Construction Costs using recent data from similar projects in the region; prepare spreadsheet of costs based on quantities and unit costs for each wetland item. Estimate “hard” costs for construction, and add “soft” costs for permitting, construction management, etc. [**Deliverable: OPCC**]
- g. *Estimated Project Schedule* – Develop a timeline in Microsoft Project for implementation; consider each step in the process from mobilization through completion; specify any phasing; show major milestones. [**Deliverable: Estimated Project Schedule**]
- h. *City Professional Standards and Mission Bay Masterplan Consistency* – Evaluate the project in comparison to City Professional Standards and consistency with the Mission Bay Master Plan. Identify any conflicts or inconsistencies. [**Deliverables: Standards and MBMP Adherence Checklist**]

[2.3.2 *Preliminary Design & QA/QC*] Preliminary design will also include the following drainage and storm water quality analyses: hydrologic analysis for the subwatershed tributary to the large outfall (peak flow rates and hydrograph, if necessary), local drainage along the land-side perimeter of the wetland mitigation area, and assessment of Regional BMP retrofit opportunities at this location. Preliminary Design will be developed building off the materials from a. through h., include QA/QC, and be developed to realize comprehensive engineering design. [**Deliverables: Draft and Final Preliminary Designs**]

1.2.2 *Restoration of Shoreline*

The specific scope of work is presented below for the shoreline work.

- a. *Scope / General Description* – Develop concept shoreline restoration alternatives to be utilized in Mission Bay for the various shoreline conditions. Shoreline restoration options to be considered include traditional shoreline protection (i.e. revetments, rip

rap and seawalls), soft forms of protection (beach nourishment), living shorelines (i.e. oyster reefs) and hybrid solutions. Two shoreline restoration concepts will be developed for five representative sites within Mission Bay. The concepts will be analyzed and presented within a Shoreline Restoration Assessment Report. A preferred shoreline restoration concept will be selected for each site based on coordination with City staff. A draft and final report is assumed within this task. **[Deliverables: Scope and Project Description Narrative]**

- b. *Drawings* – Develop preliminary plans and sections of the selected shoreline restoration alternatives to be applied within Mission Bay. Drawings will include ownership boundaries, elevations, and utilities. Drawings will be included within the Shoreline Restoration Feasibility Study. **[Deliverables: Draft and Final Drawings]**
- c. *Feasibility Analysis of Constructability* – A study will be prepared that analyzes the feasibility of construction of the shoreline restoration concepts at the five representative sites. Constructability of the concepts will discuss equipment spread needed, construction access points, material re-use/disposal options, etc. A draft and final Shoreline Restoration Feasibility Study will be prepared under this task. **[Deliverable: Feasibility Analysis of Constructability]**
- d. *Risk Assessment of project constraints* – A risk assessment will be prepared that analyzes the risk of the proposed shoreline restoration options. Risks to be analyzed include various secondary impacts – such as visual, recreation, sea level rise resilience and community acceptance. Other constraints such as land ownership, sensitive habitat, utilities, compromised soils, proximity to neighbors, environmental windows, costs, flood control needs, water quality concerns, competing interests, and possibly others. The Risk Assessment can be submitted separately or included in the Feasibility Study. **[Deliverable: Risk Assessment]**
- e. *Project conflict coordination/evaluation* – An evaluation of potential conflicts will be prepared and included in the Feasibility Study. The team will coordinate with property owners, interested parties, stakeholders, or agencies to understand potential conflicts with the goal of early resolution of such issues. **[Deliverable: Project Conflict Evaluation]**
- f. *Detailed Construction Cost Estimate* – An Opinion of Probable Construction Costs will be developed for the preferred shoreline restoration concepts. Cost estimates will be developed using recent data from similar projects in the region. An estimate of “hard” costs for construction and “soft” costs for permitting, construction management will be provided. These costs are to be provided within the Feasibility Study. **[Deliverable: OPCC]**
- g. *Estimated Project Schedule* – A timeline for implementation of the preferred shoreline restoration options at the five sites will be developed in Microsoft Project. The schedule

will consider each step in the process from mobilization through completion; specify any phasing; show major milestones. The schedule is to be provided in the Feasibility Study. **[Deliverable: Estimated Project Schedule]**

- h. *City Professional Standards and Mission Bay Masterplan Consistency* – The preferred shoreline restoration alternatives for the five sites will be evaluated in comparison to City’s Professional Standards and consistency with the Mission Bay Master Plan. Conflicts or inconsistencies will be discussed in the Feasibility Study. **[Deliverables: Standards and MBMP Adherence Checklist]**

[2.3.2 Preliminary Design & QA/QC] Preliminary design will also include the following drainage and storm water quality analyses: local drainage immediately adjacent to areas in need of shoreline restoration, and a minor assessment of potential water quality retrofit opportunities adjacent to these locations, if applicable.

It is assumed that the above will include development of two shoreline restoration concepts for five (5) representative sites within Mission Bay (a total of 10 concepts). Drawings, cost estimates, schedule to be developed for preferred alternatives for the five (5) sites only. Electronic and up to four hard copies of a Draft and Final Shoreline Restoration Assessment Reports shall be provided. Electronic and up to four hard copies shall also be provided of the Draft and Final Shoreline Restoration Feasibility Studies. Preliminary Design will be developed building off the materials from a. through h., include QA/QC, and be developed to realize comprehensive engineering design. **[Deliverables: Draft and Final Preliminary Designs]**

1.2.3 Expansion of Habitat Preserves

The expansion of upland habitat areas around A) North Fiesta Island and B) along the San Diego River Floodway Levee, will build off the Habitat Restoration Plans developed under task 2.2.2.4). With a focus on topography and plant palate selection, a similar approach to the PER as for the wetlands will be undertaken. Subtasks are summarized below, with the detail provided in section 1.2.1a above.

- a. *Scope / General Description* – Determine City objectives for restoration (habitat types and areas). **[Deliverables: Scope and Project Description Narrative]**
- b. *Drawings* – Provide elevation ranges for each habitat type and desired areas; collaborate to show slopes, planting areas, and spacing in a configuration that meets City objectives. **[Deliverables: Draft and Final Drawings]**
- c. *Feasibility Analysis of Constructability* – Determine desired construction condition (import/export of material); assess equipment spread needed, construction access points, material re-use/disposal options, etc. **[Deliverable: Feasibility Analysis of Constructability]**
- d. *Risk Assessment of project constraints* – Determine constraints such as land ownership, existing sensitive habitat, utilities, compromised soils, proximity to neighbors,

environmental windows, costs, seeding or planting success, competing interests (e.g., recreation), and possibly others. **[Deliverable: Risk Assessment]**

- e. *Project conflict coordination/evaluation* - Assess the potential for conflicts with other planned capital improvement program (CIP) projects, and identify steps to avoid such conflicts or opportunities to combine with other projects for overall savings, and minimize impacts to the community. **[Deliverable: Project Conflict Evaluation]**
- f. *Detailed Construction Cost Estimate* - Develop Opinion of Probable Construction Costs using recent data from similar projects in the region; prepare spreadsheet of costs based on quantities and unit costs for each habitat area. Estimate “hard” costs for construction, and add “soft” costs for permitting, construction management, etc. **[Deliverable: OPCC]**
- g. *Estimated Project Schedule* - Develop a timeline in Microsoft Project for implementation; consider each step in the process from mobilization through completion and success criteria for successful plant establishment; specify any phasing; show major milestones. **[Deliverable: Estimated Project Schedule]**
- h. *City Professional Standards and Mission Bay Masterplan Consistency* - Evaluate the project in comparison to City Professional Standards and consistency with the Mission Bay Master Plan. Identify any conflicts or inconsistencies. **[Deliverables: Standards and MBMP Adherence Checklist]**

[2.3.2 *Preliminary Design & QA/QC*] Preliminary design will also consider drainage to, across, and leaving, the habitat areas and storm water quality. Preliminary Design will be developed building off the materials from a. through h., include QA/QC, and be developed to realize comprehensive engineering design. **[Deliverables: Draft and Final Preliminary Designs]**

1.2.4 *Bike/Pedestrian Paths and Bridges*

The specific scope of work is presented below for the bicycle and pedestrian paths and bridges (if required).

- a. *Scope / General Description* - Perform a review of existing studies and assessments to help identify the existing facilities and known gaps in need of completion or improvement. This includes reviewing the Master Plan against existing conditions to help identify these areas, which are known to include a difficult segment along the Kendall Frost preserve, and likely two or three additional segments. A draft and final report is assumed within this task. **[Deliverables: Scope and Project Description Narrative]**
- b. *Drawings* - Develop preliminary plans and sections of the identified areas in need. Drawings will include ownership boundaries, elevations, and utilities. Drawings will be included within the PER. **[Deliverables: Draft and Final Drawings]**

Scope of Services for Mission Bay Park Improvements Plan PEIR

- c. *Feasibility Analysis of Constructability* – A study will be prepared that analyzes the feasibility of construction of these improvements. Constructability of the concepts will discuss equipment needed, construction access points, material re-use/disposal options, etc. A draft and final PER will be prepared under this task. **[Deliverable: Feasibility Analysis of Constructability]**
- d. *Risk Assessment of project constraints* – A risk assessment will be prepared that analyzes the risk of the proposed path improvements. The Risk Assessment is to be included in the PER. **[Deliverable: Risk Assessment]**
- e. *Project conflict coordination/evaluation* – An evaluation of potential conflicts will be prepared and included in the PER. The Design Professional team will coordinate with property owners, interested parties, stakeholders, or agencies to understand potential conflicts with the goal of early resolution of such issues. **[Deliverable: Project Conflict Evaluation]**
- f. *Detailed Construction Cost Estimate* – An Opinion of Probable Construction Costs will be developed for the preferred improvements. Cost estimates will be developed using recent data from similar projects in the region. An estimate of “hard” costs for construction and “soft” costs for permitting, construction management will be provided. These costs are to be provided within the PER. **[Deliverable: OPCC]**
- g. *Estimated Project Schedule* – A timeline for implementation of the preferred improvements will be developed in Microsoft Project. The schedule will consider each step in the process from mobilization through completion; specify any phasing; show major milestones. The schedule is to be provided in the Feasibility Study. **[Deliverable: Estimated Project Schedule]**
- h. *City Professional Standards and Mission Bay Masterplan Consistency* – The preferred improvements will be evaluated in comparison to City’s Professional Standards and consistency with the Mission Bay Master Plan. Conflicts or inconsistencies will be discussed in the PER. **[Deliverables: Standards and MBMP Adherence Checklist]**

[2.3.2 *Preliminary Design & QA/QC*] Preliminary design will also include the following drainage and storm water quality analyses: local drainage along and adjacent to the identified segments of bike/pedestrian pathways, evaluating requirements and preliminary locations and types of water quality BMPs for these segments, and potential larger retrofit opportunities along these segments, if feasible. Preliminary Design will be developed building off the materials from a through h, include QA/QC, and be developed to realize comprehensive engineering design. **[Deliverables: Draft and Final Preliminary Designs]**

1.2.5 Restoration of Seawall and Bulkhead on Oceanfront Walk

The scope for this task is summarized below.

Scope of Services for Mission Bay Park Improvements Plan PEIR

- a. *Scope / General Description* - Describe the project goals and objectives. Discuss the need for the seawall replacement. Discuss historical context of the seawall and evaluate how the seawall design could be augmented to account for sea level rise. Develop two seawall concepts: 1) design consistent with the seawall replacement to the south or 2) new seawall concept that accommodates sea level rise.
- b. *Drawings* - Develop preliminary plans and sections for the two seawall concepts. Develop 30% design for the preferred seawall restoration concept in Autocadd. Show boundaries, construction notes and supplemental data.
- c. *Feasibility Analysis of Constructability* - Determine construction feasibility of the two seawall concepts given various ocean and beach conditions. Review construction methods of the seawall restoration project recently completed immediately south of this project. Interview City staff or construction contractor for lessons learned from this project.
- d. *Risk Assessment of project constraints* - A risk assessment will be prepared that analyzes the risk of the two seawall restoration options. Risks to be analyzed include various secondary impacts associated with shoreline protection; such as visual, recreation, sea level rise resilience, and ability to be permitted by various agencies. Strategies to mitigate these secondary impacts will be provided. The Risk Assessment can be submitted separately or included in the Feasibility Study.
- e. *Project conflict coordination/evaluation* - An evaluation of potential conflicts for each of the seawall concepts will be prepared and included in the Feasibility Study. The Design Professional team will coordinate with the City, property owners, interested parties, stakeholders, or agencies to understand potential conflicts with the goal of early resolution of such issues.
- f. *Detailed Construction Cost Estimate* - An Opinion of Probable Construction Costs will be developed for the two seawall restoration concepts. The cost estimates will be developed using recent data from similar shoreline protection projects in the region. An estimate of "hard" costs for construction and "soft" costs for permitting, construction management will be provided. These costs are to be provided within the Feasibility Study.
- g. *Estimated Project Schedule* - A timeline for implementation of the preferred seawall restoration will be developed in Microsoft Project. The schedule will consider each step in the process from mobilization through completion and will specify any phasing needed and major milestones. The schedule is to be provided in the Feasibility Study.
- h. *City Professional Standards and Mission Bay Masterplan Consistency* - Evaluate the preferred project in comparison to City Professional Standards and consistency with

the Mission Bay Master Plan. Conflicts or inconsistencies will be discussed in the Feasibility Study.

[2.3.2 *Preliminary Design & QA/QC*] It is assumed that the above shall include development of two preliminary seawall concepts. One that maintains the existing design and one new concept. Between 15% to 30% drawings, cost estimate, schedule to be developed for preferred alternative only. Electronic and up to four hard copies of the Draft and Final Seawall Restoration Feasibility Study shall be provided. Preliminary Design will be developed building off the materials from a. through h., include QA/QC, and be developed to realize comprehensive engineering design. **[Deliverables: Draft and Final Preliminary Designs]**

1.2.6 *Deferred Maintenance*

The specific scope of work is presented below for the shoreline work.

- a. *Scope / General Description* – Perform a review of existing studies and assessments to help identify the existing facilities in need of maintenance, repair, or rehabilitation, including play areas, restroom buildings, shoreline restoration, the seawall, and parking lot areas. A draft and final maintenance plan is assumed within this task. **[Deliverables: Scope and Project Description Narrative]**
- b. *Drawings* – Develop preliminary plans and sections of the identified areas in need of maintenance. Drawings will include ownership boundaries, elevations, and utilities. Drawings will be included within the PER. **[Deliverables: Draft and Final Drawings]**
- c. *Feasibility Analysis of Constructability* – A study will be prepared that analyzes the feasibility of construction of the deferred maintenance improvements. Constructability of the maintenance actions will discuss equipment needed, construction access points, material re-use/disposal options, etc. A draft and final PER will be prepared under this task. **[Deliverable: Feasibility Analysis of Constructability]**
- d. *Risk Assessment of project constraints* – A risk assessment will be prepared that analyzes the risk of the proposed maintenance-related improvements. The Risk Assessment is to be included in the PER. **[Deliverable: Risk Assessment]**
- e. *Project conflict coordination/evaluation* – An evaluation of potential conflicts will be prepared and included in the PER. The Design Professional's team will coordinate with property owners, interested parties, stakeholders, or agencies to understand potential conflicts with the goal of early resolution of such issues. **[Deliverable: Project Conflict Evaluation]**
- f. *Detailed Construction Cost Estimate* – An Opinion of Probable Construction Costs will be developed for the required maintenance actions. Cost estimates will be developed using recent data from similar projects in the region. An estimate of “hard” costs for construction and “soft” costs for permitting, construction management will be provided. These costs are to be provided within the PER. **[Deliverable: OPCC]**

- g. *Estimated Project Schedule* – A timeline for implementation of the maintenance actions will be developed in Microsoft Project. The schedule will consider each step in the process from mobilization through completion; specify any phasing; show major milestones. The schedule is to be provided in the PER. **[Deliverable: Estimated Project Schedule]**
- h. *City Professional Standards and Mission Bay Masterplan Consistency* – The maintenance actions will be evaluated in comparison to City's Professional Standards and consistency with the Mission Bay Master Plan. Conflicts or inconsistencies will be discussed in the PER. **[Deliverables: Standards and MBMP Adherence Checklist]**

[2.3.2 *Preliminary Design & QA/QC*] Preliminary design will also include the following drainage and storm water quality analyses: local drainage in the vicinity of identified surface improvements in need of repairs, evaluating water quality requirements and potential retrofit opportunities, including preliminary locations, types, and sizes of BMPs (i.e. – biofiltration BMPs adjacent to existing sump and on-grade inlets within existing parking lots, and local streets within the park where easy to implement opportunities exist. Preliminary Design will be developed building off the materials from a. through h., include QA/QC, and be developed to realize comprehensive engineering design. **[Deliverables: Draft and Final Preliminary Designs]**

2.3.2 Preliminary Design & QA/QC (Phases 1 & 2)

Design Professional is responsible for the preliminary design services in accordance with all current applicable laws, regulations and codes. Design Professional will complete designs consistent and in compliance with all applicable laws, regulations, and codes and perform QA/QC checks on all civil drawings and submittals for preliminary design reports as built-in for each project and identified above. **[This item is addressed as part of Task 2.3 Engineering Scope(s)]**

2.3.3 Presentations (Phases 1, 2 & 3)

Design Professional shall make any presentations necessary, as determined by the City, to the City Council, Council Committee, Park and Rec committees, community planning groups, and citizen groups to provide them with the information about the Project. Engineering team members will present technical information in a lay-friendly fashion that is understandable by all stakeholders, supported by graphics. **[Deliverables: Engineering presentations to group, committee, and Council meetings]**

2.3.4 Utilities Relocation (Phase 1)

Design Professional shall provide all required information for the construction or relocation of public or private utility facilities which must be constructed or relocated as a result of the Project. Design plans will identify existing utilities and areas where proposed components necessitate alteration, relocation, or addition of utilities. **[Deliverables: Verification and Notes on Drawings identifying locations and relocations of utilities]**

2.3.5 Geotechnical Information (Phases 1, 2 & 3)

Design Professional shall obtain all necessary geotechnical information required for the design and construction of the Project. The Design Professional will prepare the Geotechnical Investigation, as identified under Research and Technical Studies, suitable for both the PEIR purposes and to inform preliminary engineering design. Assuming grading will occur, these data are important to understand the options for material beneficial reuse and/or disposal. Where access is available to exposed soils, the Design Professional will undertake sampling to confirm soils and geologic conditions and/or determine the latest conditions. **[Deliverables: Draft Geotechnical Report, Revised Draft Geotechnical Report, and Final Geotechnical Report]**

2.3.6 ADA and Title 24 (Phase 2)

Design Professional design shall comply with the ADA and Title 24. The Design Professional shall complete and submit an ADA Compliance Review Checklist. Design Professional team will complete designs of accessible projects (i.e., excluding water quality projects) to ensure ADA compliance and construction in compliance Title 24. **[Deliverables: ADA and Title 24 Checklist for all PERs]**

2.4 PROPOSERS IMPLEMENTATION PLAN (Phases 1, 2 & 3)

Proposers shall provide an implementation plan proposing procedural, operational steps, technical approach and timeline of how the Design Professional intends to provide the work plan for the specified requirements in Sections 3.2 and 3.3 of this RFP. The timeline shall include pre-established dates in time used to reflect the completion of core requirements of the project, from start to finish. Additionally, Proposers should include any potential challenges or obstacles in completion of the project and timeline. The Design Professional will develop an Implementation Plan working closely with City staff to align expectations, budgeting, resource constraints, schedules, and work methods to prioritize projects and promote successful implementation. **[This item is addressed as part of Task 2.2.1 and Task 2.2.7]**

3.1 PROGRAMMATIC PERMITS: LOCAL, STATE AND FEDERAL PERMITS AND AGENCY COORDINATION (Phases 2 & 3)

Design Professional will obtain any and all applicable local, state and federal agency permits from agencies such as, but not limited to, the City, USFW, ACOE, NMFS/NOAA, CDFW, CCC, and RWQCB.

The City is interested in possibly seeking master or streamlined permitting from state and federal resource agencies, which would cover all future Project-related activities. Master or streamlined permitting for state and federal resource agency permits would require detailed engineering sufficient for all applicable Projects. The preliminary engineering effort will guide the environmental process, and will be required to analyze project-related impacts including preparation of the technical reports/studies and consider design alternatives.

Design Professional will prepare and submit applications for regulatory permits to the ACOE, pursuant to Section 404 of the federal CWA and Section 10 of the Rivers and Harbors Act; RWQCB, pursuant Section 401 of the federal Clean Water Act; and CDFW, pursuant to the California Fish and Game Code (Section 1600). Permitting support and strategy for CCC

pursuant to the California Coastal Act and Coastal Zone Management Act is also addressed hereunder.

Application requirements of each of these agencies differ, but there is a great deal of overlap, such as providing a project description, discussion of avoidance and minimization measures, and other elements. To the extent feasible, processing with the agencies will be done concurrently; for example, if a project meeting is required, Design Professional will attempt to coordinate a single meeting attended by all agencies rather than holding separate meetings for each agency. **[Deliverables: Draft Permit Applications for USACE, RWQCB, CDFW, and CCC, interagency meeting with each permitting agency and USFWS and NMFS/NOAA; deemed complete applications and materials for permits issuance/agency approvals]**

Design Professional will perform the following as part of Task 3.1:

Inter-Agency Pre-Application Meeting for Programmatic Approach

One of the keys to obtaining resource agency concurrence and expedited permit decisions for a regionally important multi-component project such as the City's Mission Bay Park Improvements is successful pre-application consultation with relevant agencies. It offers insight into initial agency concerns, so they are addressed up front in the permit application package and allows ACOE staff, and other relevant agencies, to provide direction on importance of project elements such as: timing of work, avoidance and minimization measures, and other construction and post-construction BMPs. Design Professional will support the proposal during the agency pre-application meeting process to provide a clear understanding of the Project, describe Project goals and objectives, identify and confirm agency review timelines, and to derive clear agency direction.

Design Professional will prepare the meeting agenda, and meeting information packet and coordination to get the project on the meeting schedule. Design Professional will prepare detailed meeting minutes that are distributed to all meeting attendees so that agency direction is documented and can be referenced throughout the permit review process.

U.S. Army Corps of Engineers Section 404 Clean Water Act Programmatic Permit Application Package

Based on Design Professional's current understanding of the proposed project, Design Professional anticipates the City will apply for a Regional General Permit (RGP) or an Individual Permit (IP), which will authorize the City to implement multiple projects within Mission Bay. Design Professional will prepare a permit application submittal for development of an IP or RGP to be evaluated by the ACOE for compliance with regulatory requirements (I.e., complete project description; project locations and nature of impact; impact thresholds (maximum acreage and linear foot impacts); impact analysis; discussion of standardized avoidance and minimization of impacts; wetland delineations; biological assessments; the proposed monitoring approach; and all associated figures [vicinity maps, study area site map, identified project locations, typical construction/grading cross-section, etc.]) and pursuant to the following procedural requirements: public interest review; public notice; response to public notice comments (one round of comments); and compliance with 404(b)(1) of the CWA.

Design Professional assumes that minor revisions, if any, will be needed to the permit application submittal; thus, this scope includes one round of revisions between the original submittal and permit decision.

As part of the submittal, Design Professional will prepare a Biological Assessment (BA) in accordance with Section 7 of the Endangered Species Act (ESA), that will be a modified version of the BTR reformatted and focused on project impacts on and restoration benefits for California least tern, snowy plover, and other federally listed species, including marine species, with potential to occur within the project area. Design Professional will coordinate with USFWS and the Corps to resolve issues to facilitate USFWS issuance of a Programmatic Biological Opinion that will cover the range of activities proposed under the Mission Bay Park Improvements. Design Professional will prepare one Administrative Draft of each report in electronic format for the City's review and comment. After receiving one consolidated set of comments on each report from the City, Design Professional will revise the Administrative Draft report and produce a final report in electronic format. Design Professional will provide quality assurance and control review of all reports by senior staff prior to submittal to the City.

RWQCB Section 401 CWA Programmatic Water Quality Certification Application Package

Similar to the Corps, the RWQCB can implement a programmatic approach to authorizing similar types of projects within a specified geographic region. For projects with discharges that are minimal in effect, the RWQCB can issue a programmatic 401 Water Quality Certification. For projects with slightly larger impacts but that still involve similar sets of activities and similar treatment standards, the RWQCB can issue General Waste Discharge Requirements (WDRs).

Design Professional will complete and submit an application for a programmatic Section 401 Water Quality Certification and General WDRs to the RWQCB for the Mission Bay Park Improvements. The application will include the following information: proposed project activities to be certified under a programmatic 401 Water Quality Certification and activities proposed to be authorized under General WDRs; a project description; wetland delineation; discussion of avoidance and minimization of impacts; impacts analysis; discussion of beneficial uses; identification of pollutants of concern and short- and long-term BMPs to minimize discharge of pollutants (with identification of BMP effectiveness percentages); the proposed monitoring approach; a copy of the CEQA document; all associated figures (vicinity maps, study area site map, identified project locations, typical construction/grading cross-sections, etc.); and a copy of the application submitted to the ACOE.

The City shall be responsible for payment of the required permit application filing/processing fee, any services related to compliance with the SWRCB's General Permit for Discharges of Storm Water Associated with Construction Activities (e.g., SWPPP documentation, etc.), and preparation of documentation for post-construction storm water management as required by the RWQCB for compliance with the NPDES requirements (e.g., LID requirements, etc.).

Programmatic CDFW 1600 Streambed Alteration Agreement Application Package

In order to create a more efficient application review process, CDFW could issue a Master Lake and Streambed Alteration Agreement or Long Term Lake and Streambed Alteration Agreement to the City. Design Professional will submit an application to CDFW for a programmatic Section 1602 Streambed Alteration Agreement. The application will include a project description, discussion of avoidance and minimization of impacts, a wetland delineation, impacts to sensitive plants and wildlife, the project's proposed monitoring approach, a copy of the CEQA document, the application filing/processing fee, all associated figures (vicinity maps, study area site map, identified project locations, typical construction/grading cross-sections, etc.); and copies of the wetlands permit application submitted to the ACOE and RWQCB. The City shall be responsible for payment of the required permit application filing/processing fee.

As-Needed Technical Assistance: Design Professional will provide as-needed technical services to support the regulatory permitting efforts for the project. This task includes time for the following: (1) providing technical guidance to the project team regarding permitting requirements; (2) responding to as-needed requests for information/additional analysis from the regulatory agencies; (3) follow-up coordination with the agencies to facilitate processing of the applications/permits; and (4) attendance at project meetings and site visits. Once the programmatic permitting mechanisms established in this Task are approved, the City will be able to obtain authorizations for the initial set of projects.

California Coastal Act Consistency

To encourage streamlining and CCC staff expectations, Design Professional's scope includes preparing a technical memorandum as an appendix to the PEIR that provides a detailed California Coastal Act consistency analysis for the projects and the balance of the program. This would then be reviewed by the CCC staff as part of the public review allowing for an opportunity for some degree of buy-in and would be used as the foundations for such analysis in coastal development permit (CDP) applications for each of the projects. To complement the land use section of the PEIR, Design Professional coastal planners would prepare a Coastal Act consistency analysis technical memorandum to evaluate each project's consistency with the Chapter 3 policies of the Coastal Act. Any development located within Mission Bay Park, which is an area of deferred certification in the City's Local Coastal Program (LCP), or within the CCC's original jurisdiction, will require a CDP from the CCC, for which the legal standard of review will be the Chapter 3 policies of the Coastal Act. Policies of the Mission Bay Park LCP segment would be used as guidance for any CDP and, as such, would also be analyzed as part of this technical memorandum.

As part of the technical memorandum efforts Design Professional proposes to establish a quarterly meeting schedule with appropriate CCC staff members and project team members. Active and regular coordination with CCC staff will promote alignment of expectations and promote efficient project implementation minimizing costly delays later on in the permitting process.

3.2 PUBLIC WORKS PLAN (Phases 2 & 3)

[Replaced with the “California Coast Act Consistency” coastal permitting strategy as described in Task 3.1 LOCAL, STATE AND FEDERAL PERMITS AND AGENCY COORDINATION]

3.3 DETAILED PROJECT PHASING PLAN (Phase 2)

Building off the Implementation Plan, outlining the priorities and path to successful implementation of project recognized under the City Charter Section 55, the Design Professional will identify a phasing plan that balances minimizing disruptions around the Bay and maximizing efficiency of construction to promote expediency (such as minimizing re-mobilization) and avoid conflicts. Preparation of a detailed project phasing plan identifying which Projects and their project components are interconnected or interdependent of one another. The purpose of the phasing plan is to determine which Projects can proceed at any given time when funding becomes available and which Projects may require further coordination efforts to maximize efficiencies. An example of this maybe utilization of biological/wetland mitigation measures from one Project to another Project should excess credits be made available. **[Deliverable: Detailed Project Phasing Plan]**

3.4 IMPLEMENTATION FRAMEWORK/CHECKLIST (Phases 2 & 3)

Preparation of an implementation framework/checklist including, but not limited to, future technical studies, plans, permits, construction-related work items, et cetera in order to ease implementation and coordination for each Project during design, construction.

The PEIR and programmatic permits will be robust and comprehensive yet provide flexibility established by design parameters and performance standards. Design Professional will develop an implementation framework/checklist that will identify the parameters, performance standards, and permitting conditions that implementation of projects must fit within to be wholly covered and consistent with the programmatic approvals including the PEIR. The implementation framework/checklist will include the mitigation monitoring reporting program (MMRP), but also the design parameters factored into the footprints and considerations of impacts, the condition, requirements and stipulations of all approvals (City and agencies), useful guidance as to the triggers for the identified measures, and the appropriate pathways to follow for individual projects as implementation is considered. The pathways would include determining if the project is, as intended to be implemented, wholly described and approved in the PEIR and programmatic permits, consistent with those, or in not covered. **[Deliverables: Draft and Final Implementation Checklists]**

3.5 PUBLIC OUTREACH (Phases 2 & 3)

Mission Bay Park is a highly utilized public park and recreational use area. The Projects will include various park and bay improvements and restoration efforts affecting public access and recreational uses. The City may require a professional public outreach liaison to address inquiries and provide presentations to the Oversight Committee, community planning groups, special interest groups, the general public, et cetera, and/or post-construction phases of planning and development.

Scope of Services for Mission Bay Park Improvements Plan PEIR

Design Professional's team will provide public outreach services, and the approach will be consistent with City Whitebook Practices and include other effective strategies. Design Professional will work in partnership with the project team, including City Communications Department staff, to create a community relations plan for the project. The plan will detail expected stakeholders, consistent key messaging, communications deliverables, and timelines for community relations activities. Design Professional will attend the project kickoff meeting and regular project team meetings to maintain a dialogue with the team, allowing for effective representation and liaison with the community.

Community liaison and presentations: Design Professional will work closely with the community planning, oversight, and special interest groups including those listed below, with frequent attendance or support for City staff's attendance at meetings of the multiple groups as appropriate, offering quarterly progress reports alternating with semi-annual project updates. Updates will be provided to:

Nine (9) community planning groups: Pacific Beach, Mission Beach, Clairemont Mesa, Linda Vista, Ocean Beach, Peninsula, Midway/Pacific Highway Corridor, Old Town, and Mission Valley.

Three (3) oversight organizations: Mission Bay Oversight Committee, Mission Bay Park Committee, and City of San Diego Wetlands Advisory Board. The team may also work with advisory groups for Tecolote Canyon Natural Park and Marian Bear Memorial and Rose Canyon Open Space Park.

At least five (5) special interest groups: San Diego County Bicycle Coalition, San Diego Audubon Society, San Diego River Park Foundation, Friends of Rose Canyon. Others may include San Diego Coastkeeper, the Surfrider Foundation, Friends of Rose Creek, San Diego Canyonlands, San Diego Sierra Club, San Diego Endangered Habitats League, Project Wildlife, California Native Plant Society, and the Rose Creek Watershed Alliance.

Concerned business or industry groups: based on consultation with City staff, Design Professional may make presentations or meet with groups that have particular interest in the project and its progress. These potentially include rental providers, food and beverage institutions, small retailers and other businesses along the periphery of the Bay and Parks, and hoteliers (the Dana, Hilton, Best Western, Nobel House Hotels Group), Sea World, and the Fiesta Island Youth Camp and Aquatic Center.

Public Agencies: Design Professional may facilitate meetings with other City departments, the San Diego Unified School District, and Metropolitan Transit Service, or other public agencies with a stake in the project and its impacts.

Materials development and production: Design Professional will prepare displays, handouts, project fact sheets, content for a project web page, audio visual materials for presentations, and other items at the direction of City Staff. Design Professional will also provide review of project reports and materials to assure readability and suitability for public distribution.

Media relations: Design Professional will draft media advisories, press releases, and opinion editorials, in consultation with City staff, as directed.

General stakeholders: Design Professional will establish and maintain a list of stakeholders interested in information about the project, and prepare and produce regular progress updates for delivery via the City's Constant Contact subscription. The Design Professional team will log and respond to inquiries and concerns expressed by members of the public, providing periodic updates to the project team, and a summary of the log at the conclusion of the project. Subject to direction from the City, the Design Professional team may prepare a public notice letter to inform members of the public about the plan preparation, for distribution to a geographic radius as determined by the City.

CEQA meetings: Design Professional will coordinate, provide logistics and materials, and facilitate the appropriate CEQA meetings, specifically the public scoping meeting and potentially a public Draft PEIR review period meeting. This task includes mailing list maintenance, coordination of mailing notices, and additional staff to support meeting set up and a registration table. **[Deliverables: Community Relations Plan. Facilitation, logistics, materials for meetings. Press releases and messaging.]**

3.6 SURVEY (Phase 2)

To establish accurate measurements on all planes a comprehensive surveying effort shall be undertaken. The surveying will include flying the full Bay (aerial and orthophoto) and compiling topographic data with photogrammetric methods for the project specific locations; therefore additional areas can be compiled on an as-needed basis at a later date. Additional specialty survey such as low altitude drone flights along the shoreline or high definition laser scanning can also be provided as an additional service, where necessary. **[Deliverable: Comprehensive Baywide Survey]**

4. ADDITIONAL SERVICES

Including, but not limited to, the following:

Mission Bay Park Master Plan Update

The City's LCP was segmented into twelve geographic areas, corresponding to community plan boundaries, with separate land use plans submitted and certified (or certified with suggested modifications) for each segment. The City's assumed permit authority for the majority of its coastal zone on October 17, 1988. Currently, although there is a Coastal Commission-certified Mission Bay Park Master Plan, the Master Plan document is a component of the City's Coastal Land Use Plan (LUP) only. Since no corresponding Implementation Plan (IP) component (coastal zoning ordinance) has been certified by the CCC for Mission Bay Park, the area remains an area of deferred LCP certification where the CCC retains CDP authority. As such, currently the CCC processes all CDPs for the Mission Bay Park area, with Chapter 3 of the Coastal Act used as the legal standard of review and the land use plan used as guidance. Most land in Mission Bay Park is in the CCC's original jurisdiction and the CCC will always retain coastal permitting authority over areas of original jurisdiction even if the area becomes included in

the LCP. This task assumes an update to the Mission Bay Park Master Plan LUP segment only and does not include corresponding IP certification for this segment of the City's LCP.

Section 30514 of the Coastal Act allows local governments to submit proposed amendments to a certified LCP. Specifically, the Commission can certify proposed amendments to the certified Mission Bay Park coastal LUP if it finds that the LUP amendment meets the requirements of, and is in conformity with, the policies of Chapter 3 of the Coastal Act. The CCC's regulations detail the submittal requirements, filing process, and CCC review and approval process for an LUP amendment. Submittals for LUP amendments must be sufficiently detailed regarding the policies, plans, standards, objectives, diagrams, drawings, maps, photographs, and supplementary data related to the amendment to allow the Commission to determine their consistency with the policies in Chapter 3 of the Coastal Act. Design Professional has the experience necessary to ensure a streamlined and effective LUP amendment process if the City desires to initiate this effort. The optional scope of work for the LUP amendment certification process is summarized into major tasks below and assumes that refinements in consultation with the City will be necessary.

- A. **Completion of the Draft and Final Mission Bay Park Master Plan Update LUP Amendment.** Design Professional coastal planners will prepare a draft and final Mission Bay Park Master Plan (to be submitted to CCC staff in the form of a LUP Amendment) for the Mission Bay Park area, including incorporation of input from City departments, Coastal Commission staff preliminary review, and from public outreach. The Master Plan Update will include updated policies, plans, standards, objectives, maps, and exhibits, as necessary. Design Professional will review all planning documents that may be relevant to the development of LUP policies, design and development strategies, and implementation measures, including the PEIR developed as part of this project, the Mission Bay Park Master Plan, the Mission Bay Natural Resource Management Plan, the Mission Bay Park Shoreline Stabilization and Restoration Project Plan, and any past CCC issued CDPs and associated conditions of approval applicable to the Mission Bay Park area.
- B. **Public Meetings.** Design Professional will participate in public meetings on the Final Draft Mission Bay Park Master Plan update LUP amendment for the Mission Bay Park area.
- C. **Coastal Commission Meetings.** Design Professional will prepare for, and participate in, meetings with Commission staff during preparation of the Mission Bay Park Master Plan update LUP amendment and integrate comments through an iterative review process.
- D. **Preparation of LUP Amendment Application Package for CCC Submittal.** Design Professional will assist the City in preparation and submittal of all Mission Bay Park Master Plan update LUP amendment application materials relevant for the certification process including the PEIR and all of the relevant technical documents prepared as part of the PEIR process. This task component also includes preparation of a policy consistency analysis pursuant to the Coastal Act, as well as any other filing requirements outlined in the California Code of Regulations as requested by CCC staff during the filing process. Design Professional will attend one Coastal Commission

hearing for Mission Bay Park Master Plan update LUP amendment approval and will assist the City in preparing for materials and responding to the Coastal Commission staff report and recommendation.

- E. **Ongoing Project Management and Coordination.** This task includes ongoing management and coordination of the Mission Bay Park Master Plan update LUP amendment, products, and communications.

California Coastal Act: Projects CDPs and CCC Coordination

If requested by the City, subject to additional fee as indicated below, Design Professional coastal planners will coordinate with CCC staff to streamline the coastal permitting process for each of the CDPs required for projects located within the CCC's original jurisdiction and areas of the City's deferred LCP certification. Design Professional is familiar with the specific regulations unique to the coastal development permitting process and have extensive experience processing CDPs through the CCC's San Diego regional office. Once the scope of each CDP, required to authorize the selected projects, is clearly outlined based on coordination with CCC staff and the City, Design Professional can provide a refined scope and fee associated with each separate coastal permitting process, as necessary. It is expected that some of the improvements detailed in identified priority projects can be grouped together and processed through CDP applications, to further streamline the coastal permitting process. For example, the CCC has previously approved multiple CDPs to authorize segments of the Mission Bay Park Shoreline Stabilization and Restoration Project Plan (CDP# 6-93-8, 6-93-165, 6-93-208, and 6-98-121). Design Professional would coordinate with CCC staff to minimize the number of separate CDPs required to effectuate all of the City's priority projects in the Mission Bay Improvements Plan.

Design Professional's scope of work for land use consultation and coastal permit processing services are anticipated to include the following for each separate CDP:

- Meet/coordinate with the City and project team members as necessary;
- Coordinate and manage the preparation of necessary technical reports and plans requested by CCC staff in addition to the PEIR, as needed.
- Meet with City staff as necessary;
- Coordinate/meet with CCC staff early on in the CDP submittal process;
- Prepare a CDP application package to submit to the CCC;
- Prepare response materials or information requests that are determined by CCC staff to be required during their 30 day filing review of the CDP application;
- Assist in obtaining a CDP application "completeness" determination by CCC staff
- Ongoing coordination with CCC staff after the application has been deemed "complete" to determine necessary follow up actions, staff recommendations, and/or scheduling considerations;
- Assist the Team in reviewing and providing comments on CCC Staff Reports, "Conditions of Approval", "Findings", etc. and preparing a written response to the CCC Staff Report, as necessary;
- Attend CCC Discretionary Hearing(s); and,
- Assist in meeting all required "Conditions of Approval" attached to an approved CDP for the project in order to ensure the release of the final CDP permit.

Scope of Services for Mission Bay Park Improvements Plan PEIR

**Please note that this proposal assumes only one (1) additional 30-day CDP application "completeness" review cycle.*

This scope includes general project management of the above-identified tasks, and assumes that material responses will be supported by existing and/or supplemental information provided by the City. The scope also includes the management responsibilities associated with proper scheduling review, budget control, invoice preparation and coordination with the Team.

Due to a certain level of uncertainty which exists in matters involving development within the coastal zone, including the potential for unanticipated data needs following initial review of the application materials, preparation of staff report findings, and level of support required at the public hearing, the need for additional or expanded services may be required. The estimate provided includes labor only price and excludes physical materials, printing costs, field surveys, technical studies, or travel reimbursement.

[No deliverables specified at this time for contingency]

COMPENSATION AND FEE SCHEDULE

Employee	SSS	MDV	ART	VLC	JBS	ST	MLS	AAP	ACB	M6	LAM	TSL	AAG	MA	AMH	MAB	CJA	JLM	JHD	NLL	MJH	MMDC	PEW	MF	CSB	AWG	ABMD	LP	Hrs	At Rates	Subs	ODCs	Total	Phase 1	Phase 2	Phase 3
Employee ID	IP	SPM	BSM	AV	BSM	BSM	IP	BSM	AV	BSM	SPM	BSM	BSM	BSM	IP	BSM	BSM	BSM	BSM	AV	BSM	BSM	BSM	BSM	BSM	BSM	BSM	BSM								
Task	210	215	125	95	135	140	240	165	95	195	225	165	200	160	240	140	170	160	215	105	215	126	165	75	125	135	130	95								
2.3.1 Preliminary Engineering Report for 1.2.2 Restoration of Shoreline																																				
a Scope / General Description							12																						12	2,880	50,000		62,880.00	52,880		
b Drawings																																				
c Feasibility Analysis of Constructability																																				
d Risk Assessment of project constraints																																				
e Project conflict coordination/evaluation																																				
f Detailed Construction Cost Estimate																																				
g Estimated Project Schedule																																				
h City Prof Stds & MBMP Consistency																																				
2.3.2 Preliminary Design & QA/QC																																				
2.3.4 Construction-Relocation Utilities																																				
2.3.6 ADA Compliance																																				
2.3.1 Preliminary Engineering Report for 1.2.3 Expansion of Habitat Preserves - A Fleeta Isl and B SD River Floodway Levee																																				
a Scope / General Description							12								6					4									24	6,000	5,000		10,000.00	10,000		
b Drawings																																				
c Feasibility Analysis of Constructability																																				
d Risk Assessment of project constraints																																				
e Project conflict coordination/evaluation																																				
f Detailed Construction Cost Estimate																																				
g Estimated Project Schedule																																				
h City Prof Stds & MBMP Consistency																																				
2.3.2 Preliminary Design & QA/QC																																				
2.3.4 Construction-Relocation Utilities																																				
2.3.6 ADA Compliance																																				
2.3.1 Preliminary Engineering Report for 1.2.4 Bike Ped Paths and Bridges																																				
a Scope / General Description																																				
b Drawings																																				
c Feasibility Analysis of Constructability																																				
d Risk Assessment of project constraints																																				
e Project conflict coordination/evaluation																																				
f Detailed Construction Cost Estimate																																				
g Estimated Project Schedule																																				
h City Prof Stds & MBMP Consistency																																				
2.3.2 Preliminary Design & QA/QC																																				
2.3.4 Construction-Relocation Utilities																																				
2.3.6 ADA Compliance																																				
2.3.1 Preliminary Engineering Report for 1.2.5 Restoration of Seawall And Bulkhead																																				
a Scope / General Description																																				
b Drawings																																				
c Feasibility Analysis of Constructability																																				
d Risk Assessment of project constraints																																				
e Project conflict coordination/evaluation																																				
f Detailed Construction Cost Estimate																																				
g Estimated Project Schedule																																				
h City Prof Stds & MBMP Consistency																																				
2.3.2 Preliminary Design & QA/QC																																				
2.3.4 Construction-Relocation Utilities																																				
2.3.6 ADA Compliance																																				
2.3.1 Preliminary Engineering Report for 1.2.6 Deferred Maintenance																																				
a Scope / General Description																																				
b Drawings																																				
c Feasibility Analysis of Constructability																																				
d Risk Assessment of project constraints																																				
e Project conflict coordination/evaluation																																				
f Detailed Construction Cost Estimate																																				
g Estimated Project Schedule																																				
h City Professional Stds and MB Masterplan Consistency	</																																			

TIME SCHEDULE

Time Schedule

	Phase 1 (From date of execution of Agreement through completion of Agreement)	Phase 2 (From September 1, 2019 through completion of the Agreement)	Phase 3 (From September 1, 2020 through completion of the Agreement)	No. of Working Days from Date of NTP**
2.2.1 Project Initiation**				25
2.2.2 Research and Technical Studies				560
2.2.3 Prepare Draft PEIR				420
2.2.4 PEIR Screenchecks				500
2.2.5 Public Review Draft PEIR				565
2.2.6 Final PEIR and RTCs				640
2.2.7 Project Management				780
2.2.8 Meetings & Public Hearings				780
2.3 Engineering Scope(s)				520
2.3.3 Project Presentations				780
2.3.5 Geotechnical Information				640
3.1 Programmatic Permits				780
3.3 Detailed Phasing Plan				520
3.4 Implementation Checklist				700
3.5 Public Outreach				780
3.6 Survey				320

** Notice to Proceed

NOTE: All work must be completed by the Agreement's expiration date stated in Section 2.1

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

CONSULTANT REQUIREMENTS

TABLE OF CONTENTS

I. City’s Equal Opportunity Commitment.....1

II. Nondiscrimination in Contracting Ordinance1

III. Equal Employment Opportunity Outreach Program2

IV. Small and Local Business Program.....2

V. Demonstrated Commitment to Equal Opportunity.....3

VI. Definitions.....4

VII. Certification.....5

VIII. List of Attachments.....5

AA. Disclosure of Discrimination Complaints6

BB. Work Force Report.....10

CC. Subcontractors List.....11

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. Consultants are encouraged to take positive steps to diversify and expand their subcontractor and supplier solicitation base and to offer opportunities to all eligible business firms.

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. Disclosure of Discrimination Complaints (Attachment AA). 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, gender expression, gender identity, 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 BB) 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 all consultant contracts, the City shall apply a maximum of an additional 12 points for SLBE or ELBE participation, to the proposer's subtotal maximum evaluation points..

Additional points will be awarded as follows to achieve the proposer's final maximum evaluation points :

- a. If the proposer achieves 20% participation, apply 5 points to the proposer's score; or
 - b. If the proposer achieves 25% participation, apply 10 points to the proposer's score; or
 - c. If the prime consultant is a SLBE or an ELBE, apply 12 points to the proposer's score.
- B. Subcontractor Participation List. The Subcontractor Participation List (Attachment CC) shall indicate the Name and Address, Scope of Services, Percent of Total Proposed Contract Amount, Certification Status and Where Certified for each proposed Subcontractor/Subconsultant.

V. Maintaining Participation Levels.

- A. Bid discounts and additional points are based on the Consultant's level of participation prior to the award of goods, services, or consultant contract. Consultants are required to achieve and maintain the SLBE or ELBE participation levels throughout the duration of the goods, services, or consultant contract.
- B. If the City modifies the original specifications, the Consultant shall make reasonable efforts to maintain the SLBE or ELBE participation for which the bid discount or additional points were awarded. The City must approve in writing the reduction in SLBE or ELBE participation levels.
- C. The Consultant shall notify and obtain written approval from the City in advance of any reduction in subcontract scope, termination, or substitution for a designated SLBE or ELBE subcontractor.
- D. Consultant's failure to maintain SLBE or ELBE participation levels as specified in the goods, services, or consultant contract shall constitute a default and grounds for debarment under Chapter 2, Article 2, Division 8, of the San Diego Municipal Code.
- E. The remedies available to the City under Council Policy 100-10 are cumulative to all other rights and remedies available to the City.

VI. Definitions.

Commercially Useful Function: a Small Local Business Enterprise or Emerging Local Business Enterprise (SLBE/ELBE) performs a commercially useful function when it is responsible for execution of the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the SLBE/ELBE shall also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself.

To determine whether an SLBE/ELBE is performing a commercially useful function, an evaluation will be performed of the amount of work subcontracted, normal industry practices, whether the amount the SLBE/ELBE firm is to be paid under the contract is commensurate with the work it is actually performing and the SLBE/ELBE credit claimed for its performance of the work, and other relevant factors. Specifically, a SLBE/ELBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of meaningful and useful SLBE/ELBE participation, when in similar transactions in which SLBE-ELBE firms do not participate, there is no such role performed.

Disadvantaged Business Enterprise (DBE): a certified business that is (1) at least fifty-one (51%) owned by socially and economically Disadvantaged Individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more socially and economically Disadvantaged Individuals; and (2) whose daily business operations are managed and directed by one or more socially and economically disadvantaged owners. Disadvantaged Individuals include Black Americans, Hispanic Americans, Asian Americans, and other minorities, or individual found to be disadvantaged by the Small Business Administration pursuant to Section 8 of the Small Business Reauthorization Act.

Disabled Veteran Business Enterprise (DVBE): a certified business that is (1) at least fifty-one percent (51%) owned by one or more disabled veterans; and (2) business operations must be managed and controlled by one or more disabled veterans. Disabled Veteran is a veteran of the U.S. military, naval, or air service; the veteran must have a service-connected disability or at least 10% or more; and the veteran must reside in California. The firm shall be certified by the State of California's Department of General Services, Office of Small and Minority Business.

Emerging Business Enterprise (EBE): a business whose gross annual receipts do not exceed the amount set by the City Manager, and which meets all other criteria set forth in the regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for EBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace.

Emerging Local Business Enterprise (ELBE): a Local Business Enterprise that is also an Emerging Business Enterprise.

Local Business Enterprise (LBE): a firm having a Principal Place of Business and a Significant Employment Presence in San Diego 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.

Minority Business Enterprise (MBE): a certified business that is (1) at least fifty-one percent (51%) owned by one or more minority individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more minorities owners. Minorities include the groups with the following ethnic origins: African, Asian Pacific, Asian Subcontinent, Hispanic, Native Alaskan, Native American, and Native Hawaiian.

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

Principal Place of Business: a location wherein a firm maintains a physical office and through which it obtains no less than fifty percent (50%) of its overall customers or sales dollars.

Significant Employee Presence: no less than twenty-five percent (25%) of a business's total number of employees are domiciled in San Diego County.

Small Business Enterprise (SBE): a business whose gross annual receipts do not exceed the amount set by the City Manager, and that meets all other criteria set forth in regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for SBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace. A business

certified as a DVBE by the State of California, and that has provided proof of such certification to the City Manager, shall be deemed to be an SBE.

Small Local Business Enterprise (SLBE): a Local Business Enterprise that is also a Small Business Enterprise.

Women Business Enterprise (WBE): a certified business that is (1) at least fifty-one percent (51 %) owned by a woman or women, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more women; and (2) whose daily business operations are managed and directed by one or more women owners.

VII. Certifications.

The City accepts certifications of MBE, WBE, DBE or DVBE from the following certifying agencies:

Current certification by the State of California Department of Transportation (CALTRANS) as DBE.

Current MBE or WBE certification from the California Public Utilities Commission.

DVBE certification is received from the State of California's Department of General Services, Office of Small and Minority Business.

Current certification by the City of Los Angeles as DBE, WBE or MBE.

Current certification by the U.S. Small Business Association as SDB, WOSB, SDVOSB, or Hubzone.

Subcontractors' valid proof of certification status e.g., copy of MBE, WBE, DBE, or DVBE certification must be submitted with RFP. MBE, WBE, DBE, or DVBE certifications are listed for informational purposes only.

VIII. List of Attachments.

- AA. Disclosure of Discrimination Complaints**
- BB. Work Force Report**
- CC. Subcontractors List**

DISCLOSURE OF DISCRIMINATION COMPLAINTS

As part of its proposal, the Consultant must provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the 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.

CHECK ONE BOX ONLY.

- The undersigned certifies that within the past 10 years the Consultant has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Consultant discriminated against its employees, subcontractors, vendors or suppliers.
- The undersigned certifies that within the past 10 years the Consultant has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Consultant discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF COMPLAINT	LOCATION	DESCRIPTION OF COMPLAINT	LITIGATION (Y/N)	STATUS	RESOLUTION/REMEDIATION TAKEN
11/19/13	Encinitas	Sexual Discrimination	Y	Settled	Settlement Payment + Training
5/6/14	San Francisco	Bullying	N	Closed	Training
6/1/17	Encinitas	Race Discrimination	N	Closed	Investigation + Training
3/2/18	Auburn	Sexual Discrimination	TBD	Pending	Investigation + Training

Consultant Name Dudek

Certified By Mary R. Murphy Name Title HR Director

Mary R. Murphy Signature Date May 31, 2018

USE ADDITIONAL FORMS AS NECESSARY



City of San Diego

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

1200 Third Avenue • Suite 200 • San Diego, CA 92101

Phone: (619) 236-6000 • Fax: (619) 236-5904

WORK FORCE REPORT

ADMINISTRATIVE

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

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: () _____ FAX Number: () _____ Email: _____

Type of Business: Environmental and Engineering Consulting 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 Address

Telephone Number: (760) 479-4222 FAX Number: (760) 479-4182 Email: mmurphy@dudek.com

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

Check the box above that applies to this WFR.

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

I, the undersigned representative of Dudek

(Firm Name)

San Diego, California hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 26th day of March, 2018

Mary R. Murphy
(Authorized Signature)

Mary R. Murphy
(Print Authorized Signature)

WORK FORCE REPORT – NAME OF FIRM: Dudek

DATE: March 26, 2018

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

COUNTY: San Diego

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

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

OCCUPATIONAL CATEGORY	(1) African-American		(2) Hispanic or Latino		(3) Asian		(4) American Indian		(5) Asian Pacific Islander		(6) Caucasian		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial	0	0	0	0	0	0	0	0	0	0	8	1	0	0
Professional	0	0	12	5	7	4	5	1	1	0	129	99	1	0
A&E, Science, Computer	0	0	1	1	2	0	0	0	0	0	19	10	0	0
Technical	2	0	9	0	0	0	0	0	0	0	21	0	0	0
Sales	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Administrative Support	0	1	1	1	1	1	0	0	1	0	4	31	0	0
Services	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Crafts	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Operative Workers	0	0	1	0	0	0	0	0	0	0	0	0	0	0
Transportation	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers*	0	0	15	0	0	0	0	0	0	0	11	1	0	0

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

Totals Each Column	2	1	39	7	10	5	5	1	2	0	192	142	1	0
--------------------	---	---	----	---	----	---	---	---	---	---	-----	-----	---	---

Grand Total All Employees	407
---------------------------	-----

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

Disabled	0	0	0	0	0	0	0	0	0	0	0	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 (African-American, Hispanic or Latino, Asian, American Indian, Asian Pacific Islander, Caucasian, and Other Ethnicities) for each occupation. Currently, our CLFA data is taken from the 2010 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 WFR.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 WFR from that county.² If participation in a San Diego project is by work forces from San Diego County

and, for example, from Los Angeles County and from Sacramento County, we ask for separate WFRs representing your firm from each of the three counties.¹

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

SUBCONTRACTOR PARTICIPATION LIST

This list shall include the name and complete address of all Subcontractors who qualify as SLBEs or ELBEs. Consultants must also list participation by any MBE, WBE, DBE, DBVE and OBE firms. However, no additional points will be awarded for participation by these firms, except that DVBEs that are certified by the City as local businesses shall be counted as SLBEs.

Subcontractors shall be used in the percentages listed. **NOTE:** If percentages are listed as a range, the **minimum number identified** in the range will be used to calculate overall subcontractor participation.

No changes to this Participation List will be allowed without prior written City approval. 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.

Due to form space constraints, subconsultant addresses are presented in the summary table and contractor pledge of compliance.

NAME AND ADDRESS SUBCONTRACTORS	SCOPE OF SERVICES	PERCENT OF CONTRACT	SLBE/ELBE (MBE/ WBE/DBE/ DVBE/OBE*)	WHERE CERTIFIED**
Balk Biological Inc.	biological services	2	ELBE	City of SD
The Bohdi Group Inc.	geotechnical services	3	ELBE	City of SD
Chen Ryan Associates, Inc	traffic/transportation	1	ELBE	City of SD
Diego & Son Printing	printing services	1	SLBE	City of SD
Humanability	community outreach	8	SLBE	City of SD
Moffatt and Nichol	coastal engineering	20	OBE	N/A
Rick Engineering	hydrology/engineering	20	OBE	N/A
Schaefer	biological services	3	SLBE/ELBE	City of SD
Tierra Environmental	cultural services	1	ELBE	City of SD
SDSE	engineering	3	SLBE	City of SD
Peace Engineering	engineering	3	SLBE	City of SD

List of Abbreviations:

Small Local Business Enterprise	SLBE
Emerging Local Business Enterprise	ELBE
Certified Minority Business Enterprise	MBE*
Certified Woman Business Enterprise	WBE*
Certified Disadvantaged Business Enterprise	DBE*
Certified Disabled Veteran Business Enterprise	DVBE*
Other Business Enterprise	OBE*

* Listed for informational purposes only.

** Consultant shall indicate if Subcontractor is certified by one of the agencies listed in Section VII of the Equal Opportunity Contracting Program (EOCP) Consultant Requirements

CONSULTANT CERTIFICATION FOR A DRUG-FREE WORKPLACE

PROJECT TITLE: PEER for Mission Bay Park
Improvements

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 Mary R. Murphy
Printed Name Mary R. Murphy
Title Human Resources Director
Date May 3, 2018

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: City of San Diego Public Works Department
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"): Consultant Agreement - Mission Bay Park Improvements Programmatic EIR
5. Consultant Duties for Project: Preparation of a Programmatic EIR, related technical studies and conceptual designs, and local, state and federal permitting for priority projects listed in the Mission Bay Park Improvement Fund 10-Year Financial Plan

6. Disclosure Determination [select applicable disclosure requirement]:

[X] 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: [Signature]
[Mark Nassar, Deputy Director]*

[Date] 5/7/18

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.

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.

Regulation 18701 (a)(2)
http://www.fppc.ca.gov/index.html?ID=52&r_id=/legal/regs/18701.htm
1/28/2006

CITY OF SAN DIEGO, CALIFORNIA
COUNCIL POLICY

SUBJECT: SUSTAINABLE BUILDING POLICY
POLICY NO.: 900-14
EFFECTIVE DATE: May 20, 2003

BACKGROUND:

Existing buildings and the building development industry consume nearly half of the total energy used in the United States. The City of San Diego's commitment to become increasingly efficient with resources, including energy, water, and materials associated with construction projects, is demonstrated in Council Policy 900-14 "Green Building Policy" adopted in 1997, Council Policy 900-16 "Community Energy Partnership," adopted in 2000, and the updated Council Policy 900-14 "Sustainable Buildings Expedite Program" adopted in 2001.

On April 16, 2002, the Mayor and City Council adopted CMR 02-060 which requires City projects to achieve the U.S. Green Building Council's LEED silver standard for all new buildings and major renovations over 5,000 square feet. This places San Diego among the most progressive cities in the nation in terms of sustainable building policies.

As a participant in the International Council for Local Environmental Initiatives (ICLEI) Cities for Climate Protection Program, as a Charter member in the California Climate Action Registry and as an active member of the U.S. Green Building Council, the City of San Diego is committed to reducing greenhouse gas emissions by implementing more sustainable practices, including green building technologies.

PURPOSE:

The purpose of this policy is to reassert the City's commitment to green building practices in City facilities, and to provide leadership and guidance in promoting, facilitating, and instituting such practices in the community.

POLICY:

The following principles will be required for all newly constructed facilities and major building renovation projects for City facilities:

LEED (Leadership in Energy and Environmental Design):

The LEED (Leadership in Energy and Environmental Design) Green Building Rating System is a voluntary, consensus-based national standard for developing high-performance, sustainable buildings. Members of the U.S. Green Building Council representing all segments of the building industry developed LEED and continue to contribute to its evolution.

The City of San Diego is committed to achieving LEED "Silver" Level Certification for all new City facilities and major building renovation projects over 5,000 square feet.

SUSTAINABLE BUILDING MEASURES:

In addition to achieving LEED "Silver" Level Certification, Council Policy 900-14 encourages the following sustainable building measures for all newly constructed facilities and major renovation projects regardless of square footage:

1. Design and construct mechanical and electrical systems to achieve the maximum energy efficiency achievable with current technology. Consultants shall use computer modeling programs, (Energy Pro) to analyze the effects of various design options and select the set of options producing the most efficient integrated design. Energy efficiency measures shall be selected to achieve energy efficiencies at least 22.51% better than California's Title 24.2001 standards for both new construction and major renovation projects.
2. Incorporate self-generation using renewable technologies to reduce environmental impacts associated with fossil fuel energy use. Newly constructed City facilities shall generate a minimum of 10%, with a goal of 20% from renewable technologies (e.g., photovoltaic, wind and fuel cells).
3. Eliminate the use of CFC based refrigerants in newly constructed facilities and major building renovations and retrofits for all heating, ventilation, air conditioning and refrigerant-based building systems.
4. Incorporate additional commissioning and measurement and verification procedures as outlined by LEED 2.0 Rating System, Energy and Atmospheres, credit 3 and credit 5 for all projects over 20,000 sq. ft.
5. Reduce the quantity of indoor air contaminants that are odorous or potentially irritating to provide installer(s) and occupant(s) health and comfort. Low-emitting materials will include adhesives, paints, coatings carpet systems, composite wood and agri-fiber products.
6. In order to maximize energy efficiency measures within these requirements, projects will combine energy efficiency measures requiring longer payback periods, with measures requiring shorter payback periods to determine the overall project period.
7. Comply with the storm water development requirements in the Storm Water Management and Discharge Control Ordinance (Municipal Code § 43.03), and the City's grading and drainage regulations and implementing documents (MC § 142.01 and 142.02, respectively).

CITY OF SAN DIEGO, CALIFORNIA
COUNCIL POLICY

In addition to achieving the minimum sustainable building measure this Council Policy encourages the following measures be incorporated into newly constructed facilities and major renovation projects whenever possible:

1. Use high efficiency irrigation technology, drought tolerant native plants and recycled site water to reduce potable water for irrigation by 50%. Additionally, building water consumption should be reduced by 30%.
2. Limit disruption of natural water flows and minimize storm water runoff by minimizing building footprints and other impervious areas, increasing on-site infiltration, preserving and/or restoring natural drainage systems, and reducing contaminants introduced into San Diego's bays, beaches and the ocean.
3. Facilitate the reduction of waste generated by building occupants that is hauled to and disposed of in landfills. Provide an easily accessible area that serves the entire building and is dedicated to the separation, collection and storage of materials for recycling. Recycling should include paper, glass, plastic and metals at a minimum.
4. Incorporate building products that have recycled content reducing the impacts resulting from the extraction of new materials. Newly constructed City facilities shall have a minimum of 25% of building materials that contain in aggregate, a minimum weighted average of 20% post consumer recycled content materials.
5. Reduce the use and depletion of finite raw and long-cycle renewable materials by replacing them with rapidly renewable materials. Newly constructed City facilities should consider incorporating rapidly renewable building materials for 5% of the total building materials.
6. Establish minimum indoor air quality (IAQ) performance to prevent the development of indoor air quality problems in buildings, maintaining the health and well being of the occupants. Newly constructed City facilities will comply with IAQ by conforming to ASHRAE 62-1999.
7. City buildings will be designed to take the maximum advantage of passive and natural sources of heat, cooling, ventilation and light.

The Environmental Services Department, Energy Conservation and Management Division has been designated by this Council Policy as the clearing authority for issues relating to energy for the City of San Diego. The Energy Conservation and Management Division will enter into a Memorandum of Understanding with those City Departments who design, renovate and build new city owned facilities to insure all new City facilities reflect the intent of Council Policy 900-14.

PRIVATE-SECTOR/INCENTIVES:

It shall be the policy of the City Council to expedite the ministerial process for projects which meet the following criteria:

CITY OF SAN DIEGO, CALIFORNIA
COUNCIL POLICY

1. Residential projects that provide 50% of their projected total energy use utilizing renewable energy resources, (e.g., photovoltaic, wind and fuel cells).
2. Commercial and industrial projects that provide 30% of their projected total energy use utilizing renewable energy resources, (e.g., photovoltaic, wind and fuel cells).
3. Residential and commercial and industrial projects that exceed the State of California Title 24 energy requirements by:
 - a. 15% better than California's Title 24.2001 for Residential Buildings.
 - b. 10% better than California's Title 24.2001 for Commercial and Industrial Buildings.

It shall be the policy of the City Council to expedite the discretionary process for projects which meet the following criteria:

1. Incorporate the U.S. Green Building Council, Leadership in Energy and Environmental Design (LEED) 2.0 Rating System "Silver" Level Certification for commercial development projects.
2. Incorporate self-generation through renewable technologies (e.g., photovoltaic, wind and fuel cells) to reduce environmental impacts associated with fossil fuel energy use for commercial and industrial projects generating a minimum of 30% or more of the designed energy consumption from renewable technologies such as photovoltaic, wind and fuel cells.
3. Residential discretionary projects of 4 units or more within urbanized communities as defined in the Progress Guide and General Plan that provide 50% of their projected total energy use utilizing renewable energy resources.

HEALTH AND RESOURCE CONSERVATION:

1. Projects will be designed to avoid inflicting permanent adverse impact on the natural state of the air, land and water, by using resources and methods that minimize pollution and waste, and do not cause permanent damage to the earth, including erosion.
2. Projects will include innovative strategies and technologies such as porous paving to conserve water, reduce effluent and run-off, thus recharging the water table.
3. When feasible, native plants will be used in landscaping to reduce pesticide, fertilizer, and water usage.
4. Buildings will be constructed and operated using materials, methods, mechanical and electrical systems that ensure a healthful indoor air quality, while avoiding contamination by carcinogens, volatile organic compounds, fungi, molds, bacteria, and other known toxins.

CITY OF SAN DIEGO, CALIFORNIA
COUNCIL POLICY

5. Projects will be planned to minimize waste through the use of a variety of strategies such as: a) reuse of materials or the highest practical recycled content; b) raw materials derived from sustainable or renewable sources; c) materials and products ensuring long life/durability and recyclability; d) materials requiring the minimum of energy and rare resources to produce and use; and e) materials requiring the least amount of energy to transport to the job site.

OUTREACH / EDUCATION:

1. An education and outreach effort will be implemented to make the community aware of the benefits of "Green Building" practices.
2. The City will sponsor a recognition program for innovative Green Building projects implemented in the public as well as private sector in an effort to encourage and recognize outstanding environmental protection and energy conservation projects.

IMPLEMENTATION:

The City will seek cooperation with other governmental agencies, public interest organizations, and the private sector to promote, facilitate, and implement Green Building and energy efficiency in the community.

LEGISLATION:

The City will support State and Federal legislation that promotes or allows sustainable development, conservation of natural resources, and energy efficiency technology.

REFERENCES:

Related existing Council Policies:
400-11, Water Conservation Techniques
400-12, Water Reclamation/Reuse
900-02, Energy Conservation and Management
900-06, Solid Waste Recycling

HISTORY:

Adopted by Resolution R-289457 11/18/1997
Amended by Resolution R-295074 06/19/2001
Amended by Resolution R-298000 05/20/2003

CITY OF SAN DIEGO
Consultant Performance Evaluation

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):	2a. Name and address of Consultant:		
1b. Brief Description:	2b. Consultant's Project Manager: Phone: ()		
1c. Budgeted Cost: \$ WBS/IO:			
3. CITY DEPARTMENT RESPONSIBLE			
3a. Department (include Division):	3b. Project Manager (address & phone):		
	Phone: ()		
4. & 5. CONTRACT DATA (DESIGN PHASE <input type="checkbox"/> OR CONSTRUCTION SUPPORT <input type="checkbox"/>)			
4. Design Phase			
Agreement Date: _____ Resolution #: R- _____		Initial Contract Amount	
4c. Current Amendment: \$ _____ / Number: _____		4a. \$ _____ 4b. Prev. Amendment(s): \$ _____	
4d. Type of Work (design, study, as-needed services, etc.):		4d. Total Agreement (4a. + 4b. + 4c.): \$ _____	
4e. Key Design Phase Completion Dates:		Final Construction	
% of Design Phase Completion % % 100%		Est. Completion: _____	
Agreed Delivery Date: _____		Actual Completion: _____	
Actual Delivery Date: _____			
Acceptance of Plans/Specs.: _____			
5. Construction Support			
5a. Contractor _____ (name and address)			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 \$ _____	
		Changed Quantities _____ % of const. cost \$ _____	
		Total Construction Cost \$ _____	
6. OVERALL RATING FOR DESIGN PHASE <input type="checkbox"/> OR FOR CONSTRUCTION SUPPORT <input type="checkbox"/>)			
6a. Quality of Plans/Specifications/As-Built		Excellent	Satisfactory
Compliance with Contract & Budget		<input type="checkbox"/>	<input type="checkbox"/>
Responsiveness to City Staff		<input type="checkbox"/>	<input type="checkbox"/>
6b. Overall Rating _____		<input type="checkbox"/>	<input type="checkbox"/>
7. AUTHORIZING SIGNATURES			
7a. Project Manager _____		Date _____	
7b. Section Head _____		Date _____	

Section II SPECIFIC RATING									
DESIGN EVALUATION					CONSTRUCTION SUPPORT EVALUATION				
	EXCELLENT	SATISFACTORY	POOR	NA		EXCELLENT	SATISFACTORY	POOR	NA
Plans/Specifications accuracy	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Drawing reflect existing conditions	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Plans/Specs coordination	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	As-Built drawings	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Plans/Specs properly formatted	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Quality design	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Code Requirements covered	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Change orders due to design deficiencies are minimized	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Adherence to City design standards	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Timely responses	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Attitude toward Client and review bodies	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Attitude toward Client and review bodies	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Follows direction and chain of responsibility	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Follows direction and chain of responsibility	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Work product delivered on time	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Timeliness in notifying City of major problems	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
COMPLIANCE WITH CONTRACT & BUDGET									
Reasonable agreement negotiation	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Resolution of Field problems	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Adherence to fee schedule	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Value Engineering Analysis	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Adherence to project budget	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Timely responses	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Timeliness in notifying City of major issues	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Work product delivered on time	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

Section III SUPPLEMENTAL INFORMATION	
(Please ensure to attach additional documentation as needed.)	
Item <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Item <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Item <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Item <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

(*Supporting documentation attached: Yes No)

**City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance**

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a bidder or proposer has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Contractor Standards Pledge of Compliance (Pledge of Compliance) signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Respondents must provide responses on Attachment "A" to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render the bid or proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

A. BID/PROPOSER/SOLICITATION TITLE:

Mission Bay Park Improvements PEIR

B. BIDDER PROPOSER INFORMATION

Dudek			n/a
Legal Name		DBA	
605 Third Street	Encinitas	CA	92024
Street Address	City	State	Zip
Matt Valerio, Sr Project Manager	760.479.4145	760.632.0164	
Contact Person, Title	Phone	Fax	

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

Matt Valerio	Sr. Project Manager
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
Prime (Project Manager)	
Interest in the transaction	

Joe Monaco	President
Name	Title/Position
Carlsbad, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
Prime	
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Use Attachment "A" if additional pages are necessary.

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: To be responsive, each member of a Joint Venture must complete a separate Pledge of Compliance.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?

Yes No

If Yes, use Attachment "A" to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?

Yes No

If Yes, use 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 Attachment "A" to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

Yes No

If Yes, use Attachment "A" to explain specific circumstances.

5. Within the last five (5) years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?

Yes No

If Yes, use Attachment "A" to explain specific circumstances.

6. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

Name of Bank: California Bank & Trust, a Division of ZB, N.A

Point of Contact: Kerry Ross, Senior Vice President and Manager

Address: 2501 Palomar Airport Road, Carlsbad, CA 92011

Phone Number: 760.607.5600

7. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

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 Attachment "A" to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?

Yes No

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

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?

Yes No

If Yes, use Attachment "A" to explain specific circumstances.

EXHIBIT I

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?

Yes No

If Yes, use Attachment "A" to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?

Yes No

If Yes, use Attachment "A" to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

Yes No

If Yes, use Attachment "A" to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Company Name: City of San Diego

Contact Name and Phone Number: Keli Balo, 858.292.6423

Contact Email: kbalo@sandiego.gov

Address: 9192 Topaz Way, San Diego, CA 92123

Contract Date: 2015

Contract Amount: \$5,000,000

Requirements of Contract: As-needed environmental services

Company Name: City of San Diego

Contact Name and Phone Number: Nicole McGinnis, 619.533.4101

Contact Email: nmcginnis@sandiego.gov

Address: 525 B Street, San Diego, CA 92024

Contract Date: 2014

Contract Amount: \$1,000,000

Requirements of Contract: As-needed watershed management services

Company Name: City of San Diego

Contact Name and Phone Number: Donna Chralowicz

Contact Email: dchralowicz@sandiego.gov

Address: 9370 Chesapeake Drive, Suite 100

Contract Date: 2017

Contract Amount: \$4,500,000

Requirements of Contract: Cultural resources monitoring for TSWD Utilities Under-grounding

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager 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, permitting, and licensing laws?

Yes No

If Yes, use Attachment "A" to explain specific circumstances surrounding each instance. Include the name of the entity involved, the 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 determined to be non-responsible by a public entity?

Yes No

If Yes, use Attachment "A" to explain specific circumstances of each instance. Include the name of the entity involved, the 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 public entity?

Yes No

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

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?

Yes No

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

I. WAGE COMPLIANCE:

In the past five (5) years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local prevailing, minimum, or living wage laws?

Yes No

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

J. STATEMENT OF SUBCONTRACTORS:

Please provide the names and information for all subcontractors used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment "A" if additional pages are necessary. If no subcontractors will be used, please check here Not Applicable.

Company Name: Aqua Community Relations Group (previously "Humanability")

Contact Name and Phone Number: Paula Roberts, 619.764.6406

Contact Email: paula@aquacrg.com

Address: 4452 Park Boulevard #208, San Diego, CA 92116

Contract Date: TBD

Sub-Contract Dollar Amount: ~\$396,000.00

Requirements of Contract: Outreach services

What portion of work will be assigned to this subcontractor: ~8%

Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Check One) Yes No

If Yes, Contractor must provide valid proof of certification with the response to the bid or proposal.

K. STATEMENT OF AVAILABLE EQUIPMENT:

List all necessary equipment to complete the work specified using Attachment "A". In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San Diego reserves the right to reject any response when, in its opinion, the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective manner for the duration of the contract period.

If no equipment is necessary to complete the work specified, please check here Not Applicable.

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

Pledge of Compliance Initial submission.

OR

Update to prior Pledge of Compliance dated ____/____/____

Complete all questions and sign below.

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance requires an updated response. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

(a) I and my firm will 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) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).

(c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).

(d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar 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).

(e) I and my firm will cooperate fully with the City during any investigation and agree to respond to a request for information within ten (10) working days.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted.

Joseph Monaco
Name and Title **President**
Dudek


Signature

5/31/18
Date

**City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance Attachment "A"**

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered. If not using this Attachment "A", please check here Not Applicable.

Additional Sub-consultants listed in following pages, as Attachment "A"

I have read the matters and statements made in this Pledge of Compliance and Attachment "A"(s) there to and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Joseph Monaco
President

Print Name, Title



Signature

5/3/18

Date

Exhibit I - Attachment "A"

J. STATEMENT OF SUBCONTRACTORS:

Please provide the names and information for all subcontractors used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment "A" if additional pages are necessary. If no subcontractors will be used, please write "Not Applicable."

Company Name: Balk Biological Inc.

Contact Name and Phone Number: Michelle Balk, Owner, 760.672.4569

Contact Email: mbalk@balkbiological.com

Address: 322 Encinitas Blvd, #290, Encinitas CA 92024

Contract Date: tbd

Sub-Contract Dollar Amount: ~\$95,000

Requirements of Contract: Biological services in area of subconsultant specialty

What portion of work will be assigned to this subcontractor: ~2% of contract

Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Circle One) YES NO

If YES, Contractor must provide valid proof of certification with the response to the bid or proposal.

Company Name: The Bodhi Group, Inc.

Contact Name and Phone Number: Sree Gopinath, President, 858.513.1469

Contact Email: sree@thebodhigroup.com

Address: 5480 Baltimore Drive, Suite 209, La Mesa, CA 91942

Contract Date: tbd

Sub-Contract Dollar Amount: ~\$110,000

Requirements of Contract: Geotechnical services, area of subconsultant specialty

What portion of work will be assigned to this subcontractor: ~3% of contract

Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Circle One) YES NO

If YES, Contractor must provide valid proof of certification with the response to the bid or proposal.

J. STATEMENT OF SUBCONTRACTORS:

Please provide the names and information for all subcontractors used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment "A" if additional pages are necessary. If no subcontractors will be used, please write "Not Applicable."

Company Name: Chen Ryan Associates, Inc.

Contact Name and Phone Number: Stephen Cook, PE, Associate Principal

Contact Email: scook@chenryanmobility.com, 619.784.1113

Address: 3900 Fifth Avenue, Suite 210, San Diego, CA 92103

Contract Date tbd

Sub-Contract Dollar Amount: ~\$80,000

Requirements of Contract: Transportation planning, area of subconsultant specialty

What portion of work will be assigned to this subcontractor: ~1% of contract

Is the Subcontractor a certified SLBE, **ELBE**, MBE, DBE, DVBE, or OBE? (Circle One) YES NO

If YES, Contractor must provide valid proof of certification with the response to the bid or proposal.

Company Name: Diego & Son Printing

Contact Name and Phone Number: Rebecca Aquilera-Gardiner, Vice President, 619.233.5373, ext. 130

Contact Email: rebecca@diegoandson.com

Address: 2104 National Avenue, San Diego, California 92104

Contract Date tbd

Sub-Contract Dollar Amount: ~\$45,000

Requirements of Contract: Printing/production, area of subconsultant specialty

What portion of work will be assigned to this subcontractor: ~1% of contract

Is the Subcontractor a certified **SLBE**, ELBE, MBE, DBE, DVBE, or OBE? (Circle One) YES NO

If YES, Contractor must provide valid proof of certification with the response to the bid or proposal.

J. STATEMENT OF SUBCONTRACTORS:

Please provide the names and information for all subcontractors used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment "A" if additional pages are necessary. If no subcontractors will be used, please write "Not Applicable."

Company Name: Tierra Environmental Services

Contact Name and Phone Number: Miichael Baksh, Ph.D, President, 858.578.9064

Contact Email: Tierraenv@aol.com

Address: 9915 Businesspark Avenue, Suite C, San Diego, CA 92131

Contract Date tbd

Sub-Contract Dollar Amount: ~\$5,000

Requirements of Contract: Cultural survey and report services, area of subconsultant specialty

What portion of work will be assigned to this subcontractor: ~1% of contract

Is the Subcontractor a certified SLBE ELBE, MBE, DBE, DVBE, or OBE? (Circle One) YES NO

If YES, Contractor must provide valid proof of certification with the response to the bid or proposal.

Company Name: Moffatt & Nichol

Contact Name and Phone Number: Chris Webb, Coastal Scientist/Project Manager, 619.220.6050

Contact Email: cwebb@moffattnichol.com

Address: 1660 Hotel Circle North, Suite 500, San Diego, CA 92108

Contract Date tbd

Sub-Contract Dollar Amount: ~\$1,000,000

Requirements of Contract: Engineering modeling and design

What portion of work will be assigned to this subcontractor: ~20% of contract

Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Circle One) YES NO (WBE)

If YES, Contractor must provide valid proof of certification with the response to the bid or proposal.

J. STATEMENT OF SUBCONTRACTORS:

Please provide the names and information for all subcontractors used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment "A" if additional pages are necessary. If no subcontractors will be used, please write "Not Applicable."

Company Name: Glenn A Rick Engineering Development Co

Contact Name and Phone Number: Les Hopper, 619.291.0707

Contact Email: lhopper@rickengineering.com

Address: 5620 Friars Road, San Diego CA 92110

Contract Date tbd

Sub-Contract Dollar Amount: ~\$1,000,000

Requirements of Contract: Engineering modeling and design

What portion of work will be assigned to this subcontractor: ~20% of contract

Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Circle One) YES NO

If YES, Contractor must provide valid proof of certification with the response to the bid or proposal.

Company Name: Schaefer Ecological Solutions

Contact Name and Phone Number: Christina Schaefer, Principal, 619.991.8968

Contact Email: christina@schaeferecology.com

Address: 815 Madison Ave., San Diego, CA 92116

Contract Date tbd

Sub-Contract Dollar Amount: ~140,000

Requirements of Contract: Biological survey and report services, area of subconsultant specialty

What portion of work will be assigned to this subcontractor: ~3% of contract

Is the Subcontractor a certified SLBE, ELBE MBE, DBE, DVBE, or OBE? (Circle One) YES NO

If YES, Contractor must provide valid proof of certification with the response to the bid or proposal.

J. STATEMENT OF SUBCONTRACTORS:

Please provide the names and information for all subcontractors used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment "A" if additional pages are necessary. If no subcontractors will be used, please write "Not Applicable."

Company Name: SDSE

Contact Name and Phone Number: Michael A. Gardner, S.E., Principal Structural Engineer, 619.297.2223 x112

Contact Email: michaelg@sdse.com

Address: 3838 Camino Del Rio North, Suite 110 • San Diego, CA 92108

Contract Date tbd

Sub-Contract Dollar Amount: ~\$140,000

Requirements of Contract: Engineering support

What portion of work will be assigned to this subcontractor: ~3% of contract

Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Circle One) YES NO

If YES, Contractor must provide valid proof of certification with the response to the bid or proposal.

Company Name: Peace Engineering

Contact Name and Phone Number: Stuart Peace, President, 619.296.1010 ext.12

Contact Email: speace@stuartengineering.com

Address: 7525 Metropolitan Drive, #308, San Diego, CA 92108

Contract Date tbd

Sub-Contract Dollar Amount: ~\$140,000

Requirements of Contract: engineering support

What portion of work will be assigned to this subcontractor: ~3% of contract

Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Circle One) YES NO

If YES, Contractor must provide valid proof of certification with the response to the bid or proposal.

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

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

The contents of this contract and any documents pertaining to the performance of the contract requirements/Scope of Services resulting from this contract are public records, and therefore subject to disclosure unless a specific exemption in the California Public Records Act applies.

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


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

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

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

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

Dudek
Name of Firm


Signature of Authorized Representative

Joseph Monaco
Printed/Typed Name **President**

5/3/18 **Dudek**
Date

CONSULTANT CERTIFICATION

AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

PROJECT TITLE: PEIR For Mission Bay Park Improvements

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

Dudak

(Name under which business is conducted)

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

Signed Mary R. Murphy

Printed Name MARY R. MURPHY

Title Human Resources Director

Tues 6/12/18
(R-2018-562) Item
100

RESOLUTION NUMBER R- 311788

DATE OF FINAL PASSAGE JUN 14 2018

A RESOLUTION OF THE COUNCIL OF THE CITY OF
SAN DIEGO AUTHORIZING AWARD AND EXECUTION OF
THE CONSULTANT AGREEMENT FOR PROFESSIONAL
SERVICES WITH DUDEK.

WHEREAS, approval to execute a consultant agreement with Dudek will provide professional environmental consulting and engineering services to the City for the Mission Bay Park Improvements PEIR; and

WHEREAS, Dudek was selected as the most qualified Consultant in conformance with Council Policy 300-7; NOW, THEREFORE,

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

1. That the Mayor, or his designee, is authorized to execute, for and on behalf of the City, contract with Dudek in an amount not to exceed \$5,811,331.25, contingent upon the Chief Financial Officer first furnishing one or more certificates certifying that funds necessary for expenditure are, or will be, on deposit with the City Treasury, under the terms and conditions set forth in the Agreement, on file in the Office of the City Clerk as Document No. R-311788.

2. That the Chief Financial Officer is authorized to expend an amount not to exceed \$2,002,371 for the first phase of this contract, and \$3,808,960.25 for all subsequent phase(s) from CIP A-GF.00004, Mission Bay Park Improvements (B-18079, Mission Bay Park Projects Environmental Impact Report (EIR)), Fund 200386, Mission Bay Park Improvements, Fund 200386, Mission Bay Park Improvement Fund.

3. That the Chief Financial Officer, upon advice from the administering department, is authorized to transfer excess funds, if any, to the appropriate reserves.

APPROVED: MARA W. ELLIOTT, City Attorney

By Mark M. Mercer
Mark M. Mercer
Deputy City Attorney

MMM:jls
May 15, 2018
Or.Dept: Public Works
Doc. No.: 1750824

I certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of JUN 12 2018.

ELIZABETH S. MALAND
City Clerk

By Kevin L. Faulconer
Deputy City Clerk
Kevin L. Faulconer
KEVIN L. FAULCONER, Mayor

Approved: 6/14/18
(date)

Vetoed: _____
(date)

KEVIN L. FAULCONER, Mayor

Passed by the Council of The City of San Diego on JUN 12 2018, by the following vote:

Councilmembers	Yeas	Nays	Not Present	Recused
Barbara Bry	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lorie Zapf	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chris Ward	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Myrtle Cole	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mark Kersey	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chris Cate	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Scott Sherman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
David Alvarez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Georgette Gomez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Date of final passage JUN 14 2018

(Please note: When a resolution is approved by the Mayor, the date of final passage is the date the approved resolution was returned to the Office of the City Clerk.)

AUTHENTICATED BY:

(Seal)

KEVIN L. FAULCONER
Mayor of The City of San Diego, California.

ELIZABETH S. MALAND
City Clerk of The City of San Diego, California.

By *Sty Beach*, Deputy

Office of the City Clerk, San Diego, California

Resolution Number R- 311788

Passed by the Council of The City of San Diego on June 12, 2018, by the following vote:

YEAS: BRY, ZAPF, WARD, COLE, KERSEY, CATE, SHERMAN,
ALVAREZ, GÓMEZ.

NAYS: NONE.

NOT PRESENT: NONE.

RECUSED: NONE.

AUTHENTICATED BY:

KEVIN L. FAULCONER

Mayor of The City of San Diego, California

ELIZABETH S. MALAND

City Clerk of The City of San Diego, California

(Seal)

By: Stacy D. Ready, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
RESOLUTION NO. R-311788, approved on June 12, 2018. The date of final
passage is June 14, 2018.

ELIZABETH S. MALAND

City Clerk of the City of San Diego, California

(Seal)

By: , Deputy