



CITY COUNCIL AGENDA REPORT

Meeting Date: January 15, 2026

From: Maz Bozorginia, Director of Public Works

Subject: Contract Amendment No. 2 with Anchor QEA, LLC for 2026 Brisbane Marina Maintenance Dredging

Recommendation

By motion, approve Contract Amendment No. 2 with Anchor QEA, LLC in the amount of \$139,500 for additional sediment testing coordination, regulatory permitting support, and preparation of 90% and 100% dredge design documents for the 2026 Brisbane Marina Maintenance Dredging Project and authorize the City Manager to execute the amendment.

Background

In August 2025, the City executed a professional services agreement with Anchor QEA for technical support associated with the upcoming 2026 maintenance dredging of the Brisbane Marina. The scope included sediment characterization, sampling and analysis, and preparation of 60% dredge design documents. The agreement amount was \$200,000, issued under Purchase Order PO2600462 and supported by Anchor QEA's August 11, 2025, proposal.

During early implementation, staff authorized supplemental sediment testing in the amount of \$24,000 to evaluate potential beneficial reuse of dredged material. This work, approved within existing administrative authority, expanded the City's disposal options for the upcoming dredging episode.

After preparing the December 2025 staff report, the City received additional material information from the consultant regarding sediment chemistry results and associated testing needs. As a result, staff withdrew the item from the December agenda to further evaluate the information, reconcile scope and costs, and return to Council with a clearer and more complete recommendation.

Discussion

Sedimentation within the Marina has gradually reduced available depth in several areas, creating operational challenges for some vessels, particularly during lower tides, and reinforcing the need for periodic maintenance dredging to maintain safe and reliable access. Subsequent sediment testing identified elevated concentrations of dichloro-diphenyl-trichloroethane (DDT) and polychlorinated biphenyls (PCBs) that exceeded applicable bioaccumulation thresholds. While these findings do not change the maintenance nature or footprint of the proposed dredging project, they require additional testing and regulatory coordination to determine which sediment disposal pathways remain viable under current regulatory standards.

Certain laboratory analyses associated with this additional testing are subject to strict holding times and organism availability. To preserve sediment samples and avoid re-sampling and associated schedule impacts, the Director of Public Works authorized approximately \$58,000 in laboratory services, including a small contingency, under Department Head authority. This authorization was limited to laboratory services only.

The updated Amendment No. 2 proposal includes the remaining tasks necessary to complete the design and permitting phase of the project:

- Task 3 - Permitting: Preparation and submittal of the consolidated Dredged Material Management Office (DMMO) permit application and coordination with applicable federal and state agencies through permit issuance.
- Task 4 - Final Design: Completion of 90% and 100% dredge design documents, including drawings, specifications, a bid form, and an opinion of probable construction cost
- Task 5 - Additional Sediment Characterization Support: Evaluation of sediment suitability for in-Bay disposal and beneficial reuse options considering the elevated DDT and PCB concentrations identified in mid-November 2025 composite samples.
- Task 6 - Project Management: Ongoing coordination and oversight through completion of design and permitting.

Staff evaluated whether the dredging project could be implemented in phases by location or priority areas. While phased dredging is technically feasible, mobilization and demobilization costs would be incurred with each phase, increasing the overall project cost. Staff does not expect dredging unit costs to decrease over time, and partial dredging may provide limited operational benefit if access constraints remain elsewhere in the Marina. From both a cost and operational perspective, staff's preferred approach is to complete dredging as a single, coordinated maintenance effort once funding is secured.

Completing design and permitting now would secure multi-year regulatory permits and final design documents, allowing the City to move forward when construction funding is identified. The consultant has confirmed that sediment characterization results and permits will remain valid for multiple years, providing flexibility to defer construction if needed. Any updates required due to delay, such as a new bathymetric survey or revised dredge quantities, would represent a relatively minor cost.

The City is also evaluating long-term Marina functionality in the context of sea level rise through ongoing lagoon adaptation efforts and regional coordination with One Shoreline.

Anchor QEA's rough order-of-magnitude construction cost estimate ranges from \$6.1 million to \$6.3 million, with higher-end scenarios approaching \$8.9 million depending on mobilization, disposal costs, and market conditions. Because funding for construction has not been programmed, staff is evaluating long-term funding options, including Marina rate adjustments, bonding or other financing tools, and phasing considerations. While the Marina Enterprise Fund

includes funding for design and permitting, no funding has been identified for construction. Staff will return to the City Council with a comprehensive financial strategy before requesting any action related to bidding or awarding construction. Approval of Amendment No. 2 does not obligate the City to proceed with construction; rather, it positions the City with valid permits and bid-ready documents while longer-term funding decisions are developed.

Fiscal Impact

The last marina dredging episode was funded through a bond supported by marina rate increases. Given the magnitude of current cost estimates, staff anticipates that a similar funding approach would be required for this dredging cycle.

Approval of the proposed amendment no. 2 would increase the total contract amount with Anchor QEA as follows:

- \$200,000 – Original Agreement
- \$24,000 – Supplemental staff-authorized sediment testing
- \$139,500 – Proposed Amendment No. 2 (remaining design and permitting scope)

Total Anchor QEA Contract Value: \$363,500

Funds for the proposed amendment are available in the Marina Enterprise Fund (GL 550-7009-000-52030). There is no General Fund impact.

Separately, approximately \$58,000 in laboratory services were authorized under Department Head authority to preserve sediment samples and avoid re-sampling.

While funding for the design and permitting phases was included in the current budget, no funding has been identified for the construction phase. Estimated construction costs currently range from approximately \$6.1 million to \$6.3 million, with higher-end scenarios approaching \$8.9 million, depending on mobilization, disposal methods, and market conditions. The additional testing and evaluation of alternative disposal pathways may affect these estimates, and updated construction cost information will be provided once design and permitting are complete. The Marina Enterprise Fund balance will be a key factor in determining the City's ability to fund dredging.

Staff will return to the City Council with updated fund balance information and a comprehensive financing strategy, which may include Marina rate adjustments, bonding capacity, phasing considerations, and evaluation of any applicable grant opportunities, prior to requesting any authorization related to bidding or awarding construction.

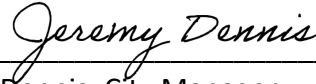
Attachments

1. Anchor QEA Scope and Cost Proposal – August 11, 2025 (Original Agreement)
2. Anchor QEA Supplemental Testing Proposal – September 25, 2025

3. Anchor QEA Amendment No. 2 Scope of Work and Cost Proposal (Continuing) – December 17, 2025
4. Anchor QEA ROM Construction Cost Estimate – November 12–13, 2025
5. Draft Amendment No. 2



Maz Bozorginia, Director of Public Works



Jeremy Dennis, City Manager



CITY OF BRISBANE

50 Park Place
Brisbane, CA 94005
PH: (415) 508-2100

Attachment 1

PURCHASE ORDER

PO Number: PO2600462

Date: 08/12/2025

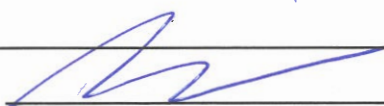
Requisition #: R2600561

Vendor #: ANC01

ISSUED TO: ANCHOR QEA LLC
1201 3RD AVE STE 2600
SEATTLE, WA 98101-

SHIP TO: Corp Yard
1020 Tunnel Road
Brisbane, CA 94005

ITEM	UNITS DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0 PRELIM DESGIN & PERMITTING-MARINA DREDGING 2026	550-7009-000-52030		0.00	200,000.00

Authorized by: 

SUBTOTAL:	200,000.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	200,000.00

August 11, 2025

Mr. Randy Breault
Director of Public Works
City of Brisbane
50 Park Place
Brisbane, California 94005-1310

Re: Scope of Work and Cost Proposal
Brisbane Marina Maintenance Dredging Support, 2026 Episode - revised

Dear Mr. Breault,

Anchor QEA is pleased to submit this revised scope of work and cost proposal to support the City of Brisbane's (City's) upcoming maintenance dredging needs at Brisbane Marina. We understand that the City seeks to once again dredge the Brisbane Marina and entrance channel to a depth of -8 feet mean lower low water, plus 2 feet of allowable overdepth consistent with the last dredging episode in 2015. The total volume of material estimated to be dredged is estimated at 225,000 cubic yards based on the March 2025 bathymetric survey. Given the anticipated dredging volume and the need to dredge within the established work window, we anticipate that dredging activities would be completed in the 2026 work window between June and November.

This first scope of work covers preliminary design (60%) and sediment sampling.

Proposed Scope of Work

Task 1: Sediment Characterization and Dredged Material Management Office Coordination

Based on the preliminary dredge volume estimate of 225,000 cubic yards, the marina and entrance channel will be divided into four dredge units for sampling and analysis activities. Consistent with the last dredging episode in 2015, proposed dredge material will be evaluated for in-Bay disposal at the Alcatraz Island (SF-11) disposal site. The following subtasks summarize the steps necessary to obtain a suitability determination from the DMMO.

Task 1.1: Sampling and Analysis Plan

Anchor QEA will prepare a Sampling and Analysis Plan (SAP) for sample collection and analytical testing of sediments from Brisbane Marina and entrance channel. The SAP will be prepared in accordance with the following:

- Evaluation of Dredged Material Proposed for Discharge in Waters of the U.S. – Inland Testing Manual (ITM)
- PN 01-01: Guidelines for Implementing the Inland Testing Manual in the San Francisco Bay Region

The SAP will detail the sampling and analysis methods followed during field sample collection and laboratory analyses to determine sediment suitability for in-Bay disposal at SF-11. An electronic draft SAP will be submitted to the City for review. One round of review with minimal revisions is anticipated. The final SAP will be distributed to DMMO agencies and the City. Prior to sampling, Anchor QEA will present the project and seek approval of the SAP by the DMMO at a DMMO meeting.

As part of Task 1.1, Anchor QEA will also develop a Health and Safety Plan that will provide background information, emergency phone numbers, the route to the nearest hospital, potential chemicals of concern, personal protective equipment requirements, key personnel responsibilities, and health and safety procedures.

Subtask 1.2: Sample Collection and Laboratory Analysis

Sediment cores will be collected at approximately 16 stations using a vibracore by Anchor QEA and our subcontractor Leviathan Environmental Services. It is anticipated that two cores will be required at each station to collect enough sediment for testing. Reference sediment would be collected from the SF-11 reference site by our subcontractor Brezina and Associates.

Individual core and Z-layer samples will be archived from each station. Depending on composite sample results, limited chemical analysis of individual core or Z-layer samples may be required by the DMMO. An individual core sample would only be analyzed if there is a need to refine the dredge unit based on elevated chemistry. A Z-layer sample would only be analyzed to characterize the newly exposed surface layer if the dredged material exhibited elevated chemical concentrations. Additional analysis of individual core and Z-layer samples is not included in this cost estimate.

In accordance with DMMO guidelines, four composite samples will be submitted for chemical analysis and biological testing to determine suitability for disposal at SF-11. Sediment chemistry will include total solids, total organic carbon, grain size, metals, organotins, polycyclic aromatic hydrocarbons, organochlorine pesticides, and polychlorinated biphenyls. Based on recent sediment characterization studies, it is also anticipated that DMMO will request analysis of dioxin/furans because dioxin/furans have not been tested at this site before. This cost estimate also includes analysis of dioxin/furans. Biological testing for in-Bay disposal will include one water column and two

benthic toxicity tests. During the benthic toxicity testing, reference sediment will be tested concurrently with composite samples for comparative purposes.

Biological testing and chemical analysis would be performed by our subcontracted laboratories, Pacific EcoRisk, Inc., and Physis Environmental Laboratories, Inc., respectively. Anchor QEA will perform data validation to ensure laboratory analyses meet the project data quality objectives.

Subtask 1.3: Sampling and Analysis Report

Anchor QEA will produce a Sampling and Analysis Report (SAR) detailing results of testing, final sampling locations, any deviations from the SAP, and conclusions regarding the suitability of dredged material placement at SF-11. The SAR will be prepared in accordance with the ITM and PN-01-01 and DMMO guidelines. An electronic draft SAR will be submitted to the City for review. One review round with minimal revisions is anticipated. The final SAR will be distributed to DMMO agencies and the City. Final concurrence on dredged material suitability will be requested at a DMMO meeting.

Assumptions

Assumptions for Task 2 are as follows:

- No new survey is required (March 2025 survey is acceptable to DMMO).
- Based on the estimated volume of 225,000 cubic yards, sediment cores will be collected at approximately 16 stations within four dredge units. Changes to this volume may impact the number of dredge units, sampling locations, and costs.
- Anchor QEA will spend 4 days in the field collecting and processing sediment cores, plus mobilization and demobilization. DMMO requests for additional sampling locations or dredge units may affect the duration of field activities and costs.
- Four composite samples will be submitted for physical, chemical, and biological testing.
- One reference sample will be submitted for benthic toxicity testing.
- Bioaccumulation testing will not be required. If bioaccumulation triggers are exceeded, additional testing and tissue analysis will be required resulting in additional costs.
- The complete analyte list will be subject to DMMO approval.
- Analysis of individual cores and Z-layer samples will not be required.
- Anchor QEA will attend one DMMO meeting to discuss the SAP and one DMMO meeting to discuss the SAR.

Task 2: Preliminary Dredge Design Documents

Anchor QEA will prepare draft 60% dredge design documents, including drawings, technical specifications, an opinion of probable costs, and a bid form for the dredging work. The 2015 dredge episode design will be used as a basis of the design. Design development will include evaluating dredging production rates, construction timelines, and potential dredging phasing options. The

development of these documents will occur concurrently with the permitting and sediment investigation processes to the extent feasible.

The design drawings will depict site features necessary to inform a dredging contractor of existing site conditions, including site bathymetry; existing shorelines, docks, marine features, and structures; site mooring areas and access restrictions (if any); required dredge template (i.e., extents and limits of dredging); dredging side slopes; allowable overdepth limits; and typical cross sections. The CAD files that Anchor QEA developed for the previous dredging episode will be the initial starting point and reduce the time needed to create the dredge prism. If there has been a change to any infrastructure (new structures or demolitions), we will request the as-builts from the City.

The technical specifications will include detailed requirements for dredging and disposal of material at an in-Bay disposal location, in compliance with all permit conditions and environmental restrictions known at the time of preparation. Key input from the previous dredging episode specifications will be used to inform the technical specifications. If there are new engineering requirements by the City or updates to the City's technical specifications packages, we ask that the City provide those as early in the design process as possible (within 2 weeks after the kick-off meeting). A bid form will be included in the technical specifications package, which will contain estimates of payable dredge quantities, potentially subdivided according to different dredging areas.

The design drawings and technical specifications will be prepared in a manner to be incorporated into a standard bid package provided by the City, which is anticipated to include the City's Standard Agreement, Contract Terms (including bonding requirements, payment provisions, and insurance requirements), and General Conditions. We have assumed that contract documents, aside from our drawings and technical specifications, will be provided by the City, and the City will create the complete contract package, consistent with previous construction projects conducted by the City.

We will submit a draft (60%) set of design documents to the City for review and discussion, followed by a draft 90% set for City review, followed by a final (100%) set signed and stamped for bid solicitation (anticipated to be approved under a subsequent scope of work). We assume all deliverables will be submitted to the City in electronic format only.

Assumptions

Assumptions for Task 2 are as follows:

- Upland and shoreline topographic survey information, including location and geometry of adjacent structures, and the presence and location of utilities, is assumed to be the same as per the prior episode.
- The design depths will not exceed the original design depths alongside structures and guide piles at the site. We have therefore assumed it will not be necessary to analyze the stability of existing offshore and nearshore structures.

- Sediment is anticipated to be disposed of at an in-Bay disposal location (SF-10 or SF-11) rather than at an upland landfill facility.
- The drawing package will be comprised of nine sheets, similar to the 2015 dredge drawings.
- Anchor QEA will attend one site visit with the City, as well as up to two meetings (virtual or in person, as appropriate) with the City during the design process.
- Any City-requested changes to the draft 90% design documents will be minor in nature, such as grammar correction or formatting. No material changes to the project will be incorporated beyond this phase.
- Bid solicitation and construction management is not included in this scope.

Schedule

We anticipate completing the sampling and 60% design documents within six months of notice to proceed. Permitting and final design (90%, 100%) should be initiated no later than upon approval of the Sampling and Analysis report to maintain schedule for construction in 2026. A separate scope of work and cost estimate for these tasks will be submitted.

Proposed Staff

With the exception of the laboratory analyses and sediment sample vessel collection, all work required to fulfill this scope of work will be completed by Anchor QEA staff, predominately located in our San Francisco, California, office. Dr. Joshua Burnam will be Anchor QEA’s Principal-in-Charge and overall project manager. He will be supported by Katie Chamberlin and Marine Vie, who will be our local point of contact and agency liaison for the regulatory permitting task, respectively; Chis Osuch, who will manage sediment characterization efforts; and Megan Collins, PE, and Amy Williams, PE, who will develop the engineering deliverables. Other Anchor QEA staff will provide oversight and guidance as required.

Estimated Costs

The total cost for completing Tasks 1 and 2 is \$200,000, which is based on a time-and-materials, not-to-exceed basis. Our current rates are included as Attachment 1.

Table 1
Proposed Costs

Task	Description	Anchor QEA Costs
1.1	Sampling and Analysis Plan	\$16,300
1.2	Sample Collection and Laboratory Analysis	\$139,400
1.3	Sampling and Analysis Report	\$16,800
2	Preliminary Dredge Design	\$27,500
Total		\$200,000

We appreciate the opportunity to provide this cost proposal and look forward to beginning these project tasks. Please do not hesitate to contact me at jburnam@anchorqea.com, or at (415) 230-0862, if there are any questions or concerns with this proposal.

Sincerely,

A handwritten signature in black ink, appearing to read "Josh Burnam". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Joshua Burnam, MPH, D.Env.
Principal Environmental Planner

Attachment

Attachment 1 Project Billing Rates

Attachment 1
Project Billing Rates

Anchor QEA

2025 BILLING RATES

Professional Level Hourly Rates

Principal CM ¹ /Engineer/LA ² /Planner/Scientist	\$337
Senior Managing Analyst/CM/Engineer/LA/Planner/Scientist	\$306
Managing Analyst/CM/Engineer/LA/Planner/Scientist	\$284
Senior Analyst/CM/Engineer/LA/Planner/Project Manager/Scientist.....	\$254
Staff 3 Analyst/CM/Engineer/LA/Planner/Scientist.....	\$221
Staff 2 Analyst/CM/Engineer/LA/Planner/Scientist.....	\$199
Staff 1 Analyst/CM/Engineer/LA/Planner/Scientist.....	\$168
Senior CAD ³ Designer.....	\$173
CAD Designer.....	\$146
Senior Field Technician	\$154
Technician	\$140
Senior Technical Editor.....	\$172
Technical Editor.....	\$147
Senior Project Coordinator.....	\$164
Project Coordinator	\$135

Special Hourly Rates

National expert consultant	\$561
All work by a testifying expert.....	1.5 times professional level rate
Expert Advisor.....	\$431

EXPENSE BILLING RATES

Expense Rates

Technology Fee (of billed labor).....	5%
Mileage (per mile).....	Current federal standard

FEE ON LABOR AND EXPENSE CHARGES

Subcontracts/subconsultants	10%
Travel and other direct costs	10%
Field equipment and supplies	10%

¹ CM: Construction Manager

² LA: Landscape Architect

³ CAD: Computer-Aided Design



CITY OF BRISBANE

50 Park Place
Brisbane, CA 94005
PH: (415) 508-2100

Attachment 2

PURCHASE ORDER

PO Number: PO2600468

Date: 09/29/2025

Requisition #: R2600569

Vendor #: ANC01

ISSUED TO: ANCHOR QEA LLC
1201 3RD AVE STE 2600
SEATTLE, WA 98101-

SHIP TO: Corp Yard
1020 Tunnel Road
Brisbane, CA 94005

ITEM	UNITS DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0 MARINA DREDGING 2026-ADDITIONAL TESTING	550-7009-000-52030		0.00	24,000.00

Authorized by: _____

SUBTOTAL:	24,000.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	24,000.00

September 25, 2025

Mr. Randy Breault
Director of Public Works
City of Brisbane
50 Park Place
Brisbane, California 94005-1310

OK to issue P.O. for additional unscoped work
550-7009-000-52030

Randy Breault Digitally signed by Randy Breault
Date: 2025.09.26 09:40:35 -07'00'

Re: Amended Scope of Work and Cost Proposal
Brisbane Marina Maintenance Dredging Support, 2026 Episode – Additional Testing for
Beneficial Reuse

Dear Mr. Breault,

Anchor QEA is pleased to submit this amended scope of work and cost proposal to support the City of Brisbane's (City's) upcoming maintenance dredging needs at Brisbane Marina. We understand that the City seeks to once again dredge the Brisbane Marina and entrance channel to a depth of -8 feet mean lower low water, plus 2 feet of allowable overdepth consistent with the last dredging episode in 2015. The total volume of material estimated to be dredged is estimated at 225,000 cubic yards based on the March 2025 bathymetric survey.

As detailed in the scope of work dated August 11, 2025, sediment from Brisbane Marina is proposed for in-Bay disposal at the Alcatraz Island (SF-11) disposal site. However, including beneficial reuse as a potential management alternative would allow flexibility to dredge outside the environmental work windows, resulting in potential cost savings and schedule extension. This scope of work includes additional testing to also determine the suitability of dredged material for beneficial reuse at the Cullinan Ranch Restoration Project (CRRP) and Montezuma Wetland Restoration Projection (MWRP).

Testing for beneficial reuse will follow methods described in *Beneficial Reuse of Dredged Materials: Sediment Screening and Testing Guidelines* and Waste Discharge Requirements for CRRP and MWRP. Additional testing will include modified elutriate test (MET) chemistry and bioassay testing. To create the MET, site water will be collected from the dredge site. MET chemistry will include metals. MET bioassay testing will include the 96-hour survival test using mysid shrimp, *Americamysis bahia*. Chemical analysis and bioassay testing would be performed by our subcontracted laboratories, Physis Environmental Laboratories, Inc., and Pacific EcoRisk, Inc., respectively. Anchor QEA will perform data validation to ensure laboratory analyses meet the project data quality objectives.

The total cost for completing the additional testing for beneficial reuse is \$24,000, which is based on a time-and-materials, not-to-exceed basis. The additional budget would be added to Subtask 1.2, Sample Collection and Laboratory Analysis.

We appreciate the opportunity to provide this amended scope of work and cost proposal. Please do not hesitate to contact me at jburnam@anchorqea.com, or at (415) 230-0862, if there are any questions or concerns with this proposal.

Sincerely,

A handwritten signature in black ink that reads "Josh Burnam". The signature is written in a cursive, flowing style.

Joshua Burnam, MPH, D.Env.
Principal Environmental Planner

December 17, 2025

Mr. Maziar Bozorginia
Director of Public Works
City of Brisbane
50 Park Place
Brisbane, California 94005-1310

Re: Scope of Work and Cost Proposal - Continuing
Brisbane Marina Maintenance Dredging Support, 2026 Episode

Dear Mr. Bozorginia,

Anchor QEA is pleased to submit this continuing scope of work and cost proposal to support the City of Brisbane's (City's) upcoming maintenance dredging needs at Brisbane Marina. This scope of work combines current and prior requests into one document.

Please note that tasks 1-2 of the below in the amount of \$224,000 were previously approved.

Proposed Scope of Work

Task 1: Sediment Characterization and Dredged Material Management Office Coordination

Based on the preliminary dredge volume estimate of 225,000 cubic yards, the marina and entrance channel will be divided into four dredge units for sampling and analysis activities. Consistent with the last dredging episode in 2015, proposed dredge material will be evaluated for in-Bay disposal at the Alcatraz Island (SF-11) disposal site. The following subtasks summarize the steps necessary to obtain a suitability determination from the DMMO.

Task 1.1: Sampling and Analysis Plan

Anchor QEA will prepare a Sampling and Analysis Plan (SAP) for sample collection and analytical testing of sediments from Brisbane Marina and entrance channel. The SAP will be prepared in accordance with the following:

- Evaluation of Dredged Material Proposed for Discharge in Waters of the U.S. – Inland Testing Manual (ITM)
- PN 01-01: Guidelines for Implementing the Inland Testing Manual in the San Francisco Bay Region

The SAP will detail the sampling and analysis methods followed during field sample collection and laboratory analyses to determine sediment suitability for in-Bay disposal at SF-11. An electronic draft

SAP will be submitted to the City for review. One round of review with minimal revisions is anticipated. The final SAP will be distributed to DMMO agencies and the City. Prior to sampling, Anchor QEA will present the project and seek approval of the SAP by the DMMO at a DMMO meeting.

As part of Task 1.1, Anchor QEA will also develop a Health and Safety Plan that will provide background information, emergency phone numbers, the route to the nearest hospital, potential chemicals of concern, personal protective equipment requirements, key personnel responsibilities, and health and safety procedures.

Subtask 1.2: Sample Collection and Laboratory Analysis

Sediment cores will be collected at approximately 16 stations using a vibracore by Anchor QEA and our subcontractor Leviathan Environmental Services. It is anticipated that two cores will be required at each station to collect enough sediment for testing. Reference sediment would be collected from the SF-11 reference site by our subcontractor Brezina and Associates.

Individual core and Z-layer samples will be archived from each station. Depending on composite sample results, limited chemical analysis of individual core or Z-layer samples may be required by the DMMO. An individual core sample would only be analyzed if there is a need to refine the dredge unit based on elevated chemistry. A Z-layer sample would only be analyzed to characterize the newly exposed surface layer if the dredged material exhibited elevated chemical concentrations. Additional analysis of individual core and Z-layer samples is not included in this cost estimate.

In accordance with DMMO guidelines, four composite samples will be submitted for chemical analysis and biological testing to determine suitability for disposal at SF-11. Sediment chemistry will include total solids, total organic carbon, grain size, metals, organotins, polycyclic aromatic hydrocarbons, organochlorine pesticides, and polychlorinated biphenyls. Based on recent sediment characterization studies, it is also anticipated that DMMO will request analysis of dioxin/furans because dioxin/furans have not been tested at this site before. This cost estimate also includes analysis of dioxin/furans. Biological testing for in-Bay disposal will include one water column and two benthic toxicity tests. During the benthic toxicity testing, reference sediment will be tested concurrently with composite samples for comparative purposes.

Biological testing and chemical analysis would be performed by our subcontracted laboratories, Pacific EcoRisk, Inc., and Physis Environmental Laboratories, Inc., respectively. Anchor QEA will perform data validation to ensure laboratory analyses meet the project data quality objectives.

Subtask 1.3: Sampling and Analysis Report

Anchor QEA will produce a Sampling and Analysis Report (SAR) detailing results of testing, final sampling locations, any deviations from the SAP, and conclusions regarding the suitability of dredged material placement at SF-11. The SAR will be prepared in accordance with the ITM and PN-01-01 and DMMO guidelines. An electronic draft SAR will be submitted to the City for review.

One review round with minimal revisions is anticipated. The final SAR will be distributed to DMMO agencies and the City. Final concurrence on dredged material suitability will be requested at a DMMO meeting.

Assumptions

Assumptions for Task 2 are as follows:

- No new survey is required (March 2025 survey is acceptable to DMMO).
- Based on the estimated volume of 225,000 cubic yards, sediment cores will be collected at approximately 16 stations within four dredge units. Changes to this volume may impact the number of dredge units, sampling locations, and costs.
- Anchor QEA will spend 4 days in the field collecting and processing sediment cores, plus mobilization and demobilization. DMMO requests for additional sampling locations or dredge units may affect the duration of field activities and costs.
- Four composite samples will be submitted for physical, chemical, and biological testing.
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- Bioaccumulation testing will not be required. If bioaccumulation triggers are exceeded, additional testing and tissue analysis will be required resulting in additional costs.
- The complete analyte list will be subject to DMMO approval.
- Analysis of individual cores and Z-layer samples will not be required.
- Anchor QEA will attend one DMMO meeting to discuss the SAP and one DMMO meeting to discuss the SAR.

Task 2: Preliminary Dredge Design Documents

Anchor QEA will prepare draft 60% dredge design documents, including drawings, technical specifications, an opinion of probable costs, and a bid form for the dredging work. The 2015 dredge episode design will be used as a basis of the design. Design development will include evaluating dredging production rates, construction timelines, and potential dredging phasing options. The development of these documents will occur concurrently with the permitting and sediment investigation processes to the extent feasible.

The design drawings will depict site features necessary to inform a dredging contractor of existing site conditions, including site bathymetry; existing shorelines, docks, marine features, and structures; site mooring areas and access restrictions (if any); required dredge template (i.e., extents and limits of dredging); dredging side slopes; allowable overdepth limits; and typical cross sections. The CAD files that Anchor QEA developed for the previous dredging episode will be the initial starting point and reduce the time needed to create the dredge prism. If there has been a change to any infrastructure (new structures or demolitions), we will request the as-builts from the City.

The technical specifications will include detailed requirements for dredging and disposal of material at an in-Bay disposal location, in compliance with all permit conditions and environmental restrictions known at the time of preparation. Key input from the previous dredging episode specifications will be used to inform the technical specifications. If there are new engineering requirements by the City or updates to the City's technical specifications packages, we ask that the City provide those as early in the design process as possible (within 2 weeks after the kick-off meeting). A bid form will be included in the technical specifications package, which will contain estimates of payable dredge quantities, potentially subdivided according to different dredging areas.

The design drawings and technical specifications will be prepared in a manner to be incorporated into a standard bid package provided by the City, which is anticipated to include the City's Standard Agreement, Contract Terms (including bonding requirements, payment provisions, and insurance requirements), and General Conditions. We have assumed that contract documents, aside from our drawings and technical specifications, will be provided by the City, and the City will create the complete contract package, consistent with previous construction projects conducted by the City.

We will submit a draft (60%) set of design documents to the City for review and discussion, followed by a draft 90% set for City review, followed by a final (100%) set signed and stamped for bid solicitation (anticipated to be approved under a subsequent scope of work). We assume all deliverables will be submitted to the City in electronic format only.

Assumptions

Assumptions for Task 2 are as follows:

- Upland and shoreline topographic survey information, including location and geometry of adjacent structures, and the presence and location of utilities, is assumed to be the same as per the prior episode.
- The design depths will not exceed the original design depths alongside structures and guide piles at the site. We have therefore assumed it will not be necessary to analyze the stability of existing offshore and nearshore structures.
- Sediment is anticipated to be disposed of at an in-Bay disposal location (SF-10 or SF-11) rather than at an upland landfill facility.
- The drawing package will be comprised of nine sheets, similar to the 2015 dredge drawings.
- Anchor QEA will attend one site visit with the City, as well as up to two meetings (virtual or in person, as appropriate) with the City during the design process.
- Any City-requested changes to the draft 90% design documents will be minor in nature, such as grammar correction or formatting. No material changes to the project will be incorporated beyond this phase.
- Bid solicitation and construction management is not included in this scope.

Task 3: Permitting

Anchor QEA will prepare and submit the Dredged Material Management Office (DMMO) Consolidated Dredging Permit application to obtain permits covering the City's proposed dredging work. The City's prior permits have expired since the last episode, but we will make use of those materials to apply for renewed permits to the extent feasible.

The following permits will be obtained for the proposed dredging work:

- 10-year permit from the U.S. Army Corps of Engineers
- Endangered Species Act Section 7 concurrence letters from the National Marine Fisheries Service and U.S. Fish and Wildlife Service
- 10-year permit from the San Francisco Bay Conservation and Development Commission
- Section 401 Water Quality Certification from the San Francisco Bay Regional Water Quality Control Board
- Notification only to the California State Lands Commission

To obtain the required state and federal permits and approvals, Anchor QEA will prepare the following documents:

- Permit application forms
- A memorandum containing supplemental information that will be needed for permit issuance but cannot easily fit into the agency form templates

To streamline the project, the permitting process will be conducted parallel to the sediment characterization effort (in progress). Anchor QEA will prepare draft versions of these documents for review by the City. After addressing comments, we will prepare final versions of each document and submit them to the respective agencies for review and processing. After submitting applications, Anchor QEA will remain in close contact with the regulatory agencies issuing permits or approvals for the project. We will respond to agency comments, inquire regularly for status updates, and coordinate with agency points of contact as needed throughout the process of the issuance of permits. Anchor QEA will review all issued permits to determine if the permit conditions are feasible or if they prompt further discussions from the agencies.

Assumptions

Assumptions for Task 3 are as follows:

- All dredging is maintenance dredging, not new work.
- Dredging will occur within the established window of June 1 through November 30.
- The project will qualify for the Small Dredger Programmatic Alternatives Analysis and will not require preparation of an Integrated Alternatives Analysis.
- The DMMO application will be completed to state and federal standards. Anchor QEA will respond to agency comments on the DMMO application.

- Anchor QEA will coordinate and lead a virtual pre-application meeting.
- Anchor QEA will develop draft and final versions of the application forms and supplement. Anchor QEA will address one round of comments from the City on these documents.
- Anchor QEA will attend up to two virtual meetings with the regulatory agencies, if required.
- A California State Lands Commission dredging lease will not be required (confirmed during the previous 2015 dredging episode).
- No cultural resources memorandum will be provided for this effort; because the project is proposing maintenance dredging in an area that was previously dredged, there is no potential to encounter archeological and/or cultural resources.
- The Dredge Operations Plan for the 2026 dredging episode will be completed by the contractor, as specified in Task 3.
- The City will prepare a California Environmental Quality Act notice of exemption (similar to the previous 2015 dredging episode).
- Preparation of a biological assessment, biological surveys, and fieldwork is excluded from this scope of work.
- An Incidental Take Permit (ITP) from California Department of Fish and Wildlife (CDFW) will not be required because the project will not result in the “take” of state-listed special status species. By working within the established window, constraining the project to previously dredged areas, and minimizing the upland footprint of the project through using an established placement site, an ITP should be avoidable; however, if CDFW determines that the project requires an ITP, Anchor QEA would require additional funds to perform the additional work.
- The City will provide proof of legal interest for the permit applications.
- The City will be responsible for all permit fees.

Task 4: Dredge Design Documents – 90 and 100%

Anchor QEA will prepare draft 90%, and final 100% dredge design documents, including drawings, technical specifications, an opinion of probable costs, and a bid form for the dredging work. The 2015 dredge episode design will be used as a basis of the design. Design development will include evaluating dredging production rates, construction timelines, and potential dredging phasing options. The development of these documents will occur concurrently with the permitting and sediment investigation processes to the extent feasible.

The design drawings will depict site features necessary to inform a dredging contractor of existing site conditions, including site bathymetry; existing shorelines, docks, marine features, and structures; site mooring areas and access restrictions (if any); required dredge template (i.e., extents and limits of dredging); dredging side slopes; allowable overdepth limits; and typical cross sections. The CAD files that Anchor QEA developed for the previous dredging episode will be the initial starting point and reduce the time needed to create the dredge prism. If there has been a change to any infrastructure (new structures or demolitions), we will request the as-builts from the City.

The technical specifications will include detailed requirements for dredging and disposal of material at an in-Bay disposal location, in compliance with all permit conditions and environmental restrictions known at the time of preparation. Key input from the previous dredging episode specifications will be used to inform the technical specifications. If there are new engineering requirements by the City or updates to the City's technical specifications packages, we ask that the City provide those as early in the design process as possible (within 2 weeks after the kick-off meeting). A bid form will be included in the technical specifications package, which will contain estimates of payable dredge quantities, potentially subdivided according to different dredging areas.

The design drawings and technical specifications will be prepared in a manner to be incorporated into a standard bid package provided by the City, which is anticipated to include the City's Standard Agreement, Contract Terms (including bonding requirements, payment provisions, and insurance requirements), and General Conditions. We have assumed that contract documents, aside from our drawings and technical specifications, will be provided by the City, and the City will create the complete contract package, consistent with previous construction projects conducted by the City.

We assume all deliverables will be submitted to the City in electronic format only.

Assumptions

Assumptions for Task 4 are as follows:

- Upland and shoreline topographic survey information, including location and geometry of adjacent structures, and the presence and location of utilities, is assumed to be the same as per the prior episode.
- The design depths will not exceed the original design depths alongside structures and guide piles at the site. We have therefore assumed it will not be necessary to analyze the stability of existing offshore and nearshore structures.
- Sediment is anticipated to be disposed of at an in-Bay disposal location (SF-10 or SF-11) rather than at an upland landfill facility.
- The drawing package will be comprised of nine sheets, similar to the 2015 dredge drawings.
- Anchor QEA will attend one site visit with the City, as well as up to two meetings (virtual or in person, as appropriate) with the City during the design process.
- Any City-requested changes to the draft 90% design documents will be minor in nature, such as grammar correction or formatting. No material changes to the project will be incorporated beyond this phase.
- Bid solicitation and construction management is not included in this scope.

Task 5: Additional Sediment Characterization Support

Anchor QEA is currently characterizing sediment from Brisbane Marina to determine suitability for in-Bay disposal at the Alcatraz Island (SF-11) disposal site and beneficial reuse at the Cullinan Ranch

Restoration Project (CRRP) and Montezuma Wetland Restoration Projection (MWRP). Sediment sampling was conducted from November 10 to 12, 2025, and composite sediment samples were submitted for sediment chemistry, in-Bay biological testing, and modified elutriate test (MET) chemistry and bioassay testing.

Composite sediment chemistry results showed elevated concentrations of DDTs (above in-Bay bioaccumulation trigger and beneficial reuse criteria for cover and foundation), polychlorinated biphenyls (PCBs; above in-Bay bioaccumulation trigger and total maximum daily load [TMDL] limit), and polycyclic aromatic hydrocarbons (PAHs; above the beneficial reuse criteria for cover). Based on these results, additional testing is required for in-Bay disposal and beneficial reuse at MWRP as foundation material. To allow for additional management alternatives, additional testing will also be conducted to determine suitability for ocean disposal at the San Francisco Deep Ocean Disposal Site (SFDODS).

As part of this task, the following tests will be performed:

- Individual core chemistry for DDTs at one dredge unit (BM-DU4)
- Z-layer composite chemistry for DDTs and PCBs at two dredge units (BM-DU1 and BM-DU4)
- Deionized waste extraction test (DI-WET) at all dredge units for metals, pesticides, PAHs, and/or PCBs
- Bioaccumulation testing using two species (contracted directly with Pacific EcoRisk and not included as part of this scope of work)
- Bioaccumulation tissue chemistry for lipids, DDTs, and/or PCBs. This will include a composite of all replicates for each treatment.
- Suspended particulate phase testing using two species (contracted directly with Pacific EcoRisk and not included as part of this scope of work)

Additional effort associated with this task includes coordination with the San Francisco Dredge Material Management Office (DMMO) and MWRP on the testing approach to obtain approval, data validation and management, data analysis, and reporting. Anchor QEA understands that the City has separately contracted with Pacific EcoRisk to handle laboratory services. Anchor QEA will coordinate with Pacific EcoRisk as needed.

Task 6: Project Management

This task includes an allowance for overall management of the project, including regular meetings, schedule updates, and invoicing for the project manager.

Future Tasks

This scope of work will be considered complete when our final (100%) design documents have been completed and submitted to the City. However, once the design plans have been prepared,

Anchor QEA can also support the City in bidding and construction management to guide the project per the technical specifications and regulatory permits. Successful construction projects are attributable, in part, to effective and thorough oversight and management of the contractor's work, and Anchor QEA's experience in this regard could be a valuable addition to this project. For example, we commonly participate in and lead pre-bid site visits, provide input to the bid review process, review contractor pre-construction submittals, participate (in person or by phone) in selected construction meetings, and review contractor progress and post-dredge survey pay requests. A separate scope of work and cost estimate for these tasks will be prepared once our current tasks are completed.

Estimated Costs

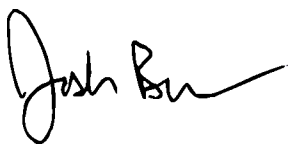
Table 1 shows the task-specific breakdown of costs for each task. All of our included fee assumptions are dependent on Anchor QEA performing all listed services. Rates will be the same as our current approved scope of work.

Table 1
Proposed Costs

Task	Description	Anchor QEA Costs
1	Sediment Characterization and DMMO	\$196,500
2	Preliminary Dredge Design	\$27,500
3	Permitting	\$30,000
4	Dredge Design	\$32,500
5	Additional Sediment Characterization Support	\$62,000
6	Project Management	\$15,000
Total		\$363,500

We appreciate the opportunity to provide this cost proposal and look forward to beginning these project tasks. Please do not hesitate to contact me at jburnam@anchorqea.com, or at (415) 230-0862, if there are any questions or concerns with this proposal.

Sincerely,



Joshua Burnam, MPH, D.Env.
Principal Environmental Planner

Subject: RE: Brisbane dredging - ROM cost evaluation
Date: Thursday, November 13, 2025 at 7:40:24 AM Pacific Standard Time
From: Josh Burnam
To: Rehberg, Andrew, Bozorginia.Maziar
CC: Megan Collins, Amy Williams, Marine Vie

Andrew, Maziar – as a supplement to my email yesterday, here is a table showing a second column that equates to a “high” cost which is also based on some bids we have seen. We thought this might be helpful. Let us know if you want to have a call.

Josh

				Entrance Channel and Marina Basin Dredging to -8 ft MLLW		
Task	Unit	Unit Cost (\$/CY)		Payable Quantity (Design Depth + 1 foot overdepth)	Total Cost (Low)	Total Cost (High)
Direct Construction Costs						
Mobilization/Demobilization						
Mobilization/Demobilization	LS	--		--	\$570,400	\$813,600
Dredging with Ocean Disposal at SF-11 (Depth + 1 foot paid overdepth)						
Entrance Channel	CY	\$35	\$50	53,960	\$1,889,000	\$2,698,000
Marina Areas 1-3	CY	\$35	\$50	29,920	\$1,048,000	\$1,496,000
Marina Areas 4-11	CY	\$35	\$50	75,480	\$2,642,000	\$3,774,000
Bathymetric Surveying						
3rd party measurement and payment surveys	unit	\$12,000		2	\$24,000	\$24,000
Total Direct Construction Costs, Base Bid Only					\$6,173,400	\$8,805,600
OPTIONAL: Area 12	CY	\$35	\$50	2,880	\$101,000	\$144,000
Total Direct Construction Costs including Optional Area					\$6,274,400	\$8,949,600
<p>Notes:</p> <p>1. These estimates were developed using current and generally accepted engineering cost estimation methods. Note that these estimates are based on assumptions concerning future events, and actual costs may be affected by known and unknown risks including, but not limited to, changes in general economic and business conditions, site conditions that were unknown to Anchor QEA, Inc., at the time the estimates were performed, future changes in site conditions, regulatory or enforcement policy changes, and delays in performance. Actual costs may vary from these estimates and such variations may be material. Anchor QEA, Inc., is not licensed as accountants or securities attorneys and, therefore, makes no representations that these costs form an appropriate basis for complying with financial reporting requirements for such costs.</p> <p>2. All cost estimates include material, labor, and taxes, unless otherwise noted. Unit costs are estimated using standard estimating guides (e.g., Means Site Work and Landscape Cost Data), vendors, professional judgment, and experience from similar projects. Costs do not include soft costs (i.e., design, permitting, inspections, or construction management), access costs, legal fees, agency oversight, or public relations efforts.</p>						

Joshua Burnam, MPH, D.Env.
Principal/Federal Market Sector Lead

ANCHOR QEA
jburnam@anchorqea.com

33 New Montgomery St
 Suite 1210, San Francisco, CA 94105
 Direct 415.361.5150
 Mobile 949.636.5166

From: Josh Burnam
Sent: Wednesday, November 12, 2025 1:18 PM
To: Rehberg, Andrew <rehberg@ci.brisbane.ca.us>; Bozorginia.Maziar <mbozorginia@brisbaneca.org>
CC: Megan Collins <mcollins@anchorqea.com>; Amy Williams <awilliams@anchorqea.com>; Marine Vie <mvie@anchorqea.com>
Subject: Brisbane dredging - ROM cost evaluation

Maziar, Andrew – wanted to forward along an updated ROM construction cost estimate. This is based on our current view of the market, recent similar projects/bids we are aware of, and of course our knowledge of the last episode at the marina. As you can see from the table below, our rough estimate at this time is about \$6.1-\$6.3M for construction cost for all areas, with one area being optional as before. We would have separate fees for construction oversight if you requested that of us (we did that last time). I wanted to provide this now so you can review and be informed.

If we allow dredgers to work outside the window by going to upland disposal sites, which we will present as an optional item to them, it's possible some cost savings could be achieved, but we can't specify that at this time. We are allowing for that option with our testing program. In case you are curious, the permits will be good for multiple years (5-10 depending on the permit) and the sediment results are usually good for 3 years.

Please let us know if you want to discuss this.

Thanks,
Josh

			Entrance Channel and Marina Basin Dredging to -8 ft MLLW	
Task	Unit	Unit Cost	Payable Quantity (Design Depth + 1 foot overdepth)	Cost
Direct Construction Costs				
Mobilization/Demobilization				
Mobilization/Demobilization	LS	--	--	\$560,300
Dredging with Ocean Disposal at SF-11 (Depth + 1 foot paid overdepth)				
Entrance Channel	CY	\$35	53,960	\$1,889,000
Marina Areas 1-3	CY	\$35	29,920	\$1,048,000
Marina Areas 4-11	CY	\$35	75,480	\$2,642,000
Bathymetric Surveying				
3rd party measurement and payment surveys	unit	\$12,000	2	\$24,000
Total Direct Construction Costs, Base Bid Only				\$6,163,300
OPTIONAL: Area 12	CY	\$35	2,880	\$101,000
Total Direct Construction Costs including Optional Area				\$6,264,300
Notes:				
1. These estimates were developed using current and generally accepted engineering cost estimation methods. Note that these estimates are based on assumptions concerning future events, and actual costs may be affected by known and unknown risks including, but not limited to, changes in general economic and business conditions, site conditions that were unknown to Anchor QEA, Inc., at the time the estimates were performed, future changes in site conditions, regulatory or enforcement policy changes, and delays in performance. Actual costs may vary from these estimates and such variations may be material. Anchor QEA, Inc., is not licensed as accountants or securities attorneys and, therefore, makes no representations that these costs form an appropriate basis for complying with financial reporting requirements for such costs.				
2. All cost estimates include material, labor, and taxes, unless otherwise noted. Unit costs are estimated using standard estimating guides (e.g., Means Site Work and Landscape Cost Data), vendors, professional judgment, and experience from similar projects. Costs do not include soft costs (i.e., design, permitting, inspections, or construction management), access costs, legal fees, agency oversight, or public relations efforts.				

Attachment 5

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, dated _____, is made by and between THE CITY OF BRISBANE, a municipal corporation ("City"), and ANCHOR QEA, a LIMITED LIABILITY COMPANY ("Consultant").

RECITALS

A. City desires to retain Consultant for the performance of certain professional design and permitting services for 2026 Marina Dredging Project ("the Project").

B. Consultant represents that Consultant is specially trained, experienced, and qualified to provide such professional services and is willing to do so pursuant to the terms and conditions of this Agreement.

AGREEMENT

1. **Scope of Services.** Subject to the direction and approval of City through its staff that City may provide from time to time, Consultant shall perform the services described in Exhibit A attached hereto and incorporated herein by reference.

2. **Time of Performance.** The services of Consultant shall commence upon the execution of this Agreement and shall be satisfactorily completed in accordance with the time schedule set forth in Exhibit B attached hereto and incorporated herein by reference.

3. **Responsible Personnel.** The personnel acting on behalf of Consultant primarily responsible for performance of the services hereunder shall be Joshua Burnam, Principal Environmental Planner.

4. **Compensation.** As compensation for all services to be performed by Consultant under this Agreement, Consultant shall be paid the amounts set forth in Exhibit C attached hereto and incorporated herein by reference. In no event shall Consultant's total compensation exceed the sum of \$139,500 without additional authorization from City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment.

5. **Method of Payment.** Consultant shall submit billings to City describing in detail the work performed for which payment is requested, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. Billings shall be submitted monthly, or at such other time as agreed upon between City and Consultant. City shall pay Consultant no later than 30 days after approval of the invoice by City staff.

6. **Maintenance and Inspection of Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, time cards, and other records or documents relating to charges for services or expenditures charged to City, for a

minimum of three (3) years from the date of final payment to Consultant under this Agreement and shall make the same available to City or its authorized representatives for inspection and audit, at any time during regular business hours, upon written request by City. The right of inspection shall include the right to make extracts and copies.

7. **Assignment and Subcontracts.** Consultant acknowledges that Consultant's special skill and expertise is a material consideration for City entering into this Agreement. Consultant shall not assign, subcontract or delegate to any other party the performance of any services to be rendered by Consultant under this Agreement without the prior written approval of City. If City consents to any subcontracting of work, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor.

8. **Ownership of Documents.** All plans, studies, documents and other writings prepared by and for Consultant in the course of performing its services under this Agreement, except working notes and internal documents, shall become the property of City upon payment to Consultant for such work, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request.

9. **Independent Contractor.** Consultant is, and at all times shall remain, an independent contractor, and not an agent, officer or employee of City. As such independent contractor, neither Consultant nor any of its agents or employees shall be entitled to any salary, fringe benefits, worker's compensation, retirement contributions, sick leave, insurance or other benefit or right connected with employment by City, or any compensation other than as provided in this Agreement. Consultant shall have no power or authority to bind City to any contract or otherwise to incur any obligation or liability for, or on behalf, or in the name of City.

10. **Licenses.** Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature that are legally required of Consultant to practice its profession. Consultant shall, at its sole cost and expense, keep and maintain such licenses, permits, qualifications, insurance and approvals in full force and effect at all times during the term of this Agreement. Consultant shall maintain a City of Brisbane business license.

11. **Compliance with Laws.** Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations in connection with the performance of its services under this Agreement.

12. **Indemnity.** Consultant shall indemnify, defend, and hold City, its officers, officials, agents, employees and volunteers, harmless from and against any and all claims, demands, causes of action, losses, damages, injuries, expenses and liabilities, direct or indirect, including attorney's fees, arising out of or in any manner relating to the performance by Consultant of its services under this Agreement or its failure to comply with any of the its obligations contained in this Agreement, and City shall not be liable for any acts or omissions of Consultant.

13. **Insurance.** Consultant, at its own expense, shall procure and maintain, for the duration of this Agreement, insurance policies which satisfy the following requirements:

(a) Type of policies and coverage:

- (1) *Commercial General Liability Coverage.* Consultant shall maintain commercial general liability insurance in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$2,000,000 products and completed operations aggregate for bodily injury, personal injury and property damage, providing coverage at least as broad as Insurance Services Office Commercial General Liability form CG 00 01. The policy shall include a per project or per location general aggregate endorsement. If a per project/location endorsement is not available, the limit for the general aggregate shall be doubled.
- (2) *Automobile Liability Coverage.* Consultant shall maintain business automobile liability insurance in an amount not less than \$1,000,000 each accident combined single limit for bodily injury and property damage, providing coverage at least as broad as Insurance Services Office form CA 00 01 Code 1 (any auto).
- (3) *Workers' Compensation and Employer's Liability Coverage.* Consultant shall maintain workers' compensation insurance as required by the State of California and employer's liability insurance in an amount not less than \$1,000,000 each accident, \$1,000,000 by disease-policy limit, and \$1,000,000 by disease-each employee for any and all persons employed directly or indirectly by Consultant in connection with the performance of services under this Agreement. In the alternative, Consultant may rely on a self-insurance program to provide this coverage so long as the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against City for loss arising from work performed by Consultant for City.
- (4) *Professional Liability Coverage.* Consultant shall maintain professional liability insurance that insures against professional errors and omissions in an amount not less than \$1,000,000 per claim and in the aggregate, covering negligent acts, errors or omissions which may be committed by Consultant in the performance of its services under this Agreement.

(b) Endorsements: Each general liability and automobile liability insurance policy shall contain and be endorsed to contain, the following provisions:

- (1) The City, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; on Insurance Services Office form CG 20 10 (or equivalent) for ongoing operations, and on Insurance Services Office form CG 20 37 (or equivalent) for products and completed operations of Consultant; premises owned, occupied or used by Consultant; or

automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, officials, employees, agents or volunteers.

- (2) For any claims related to the Project, Consultant's insurance coverage shall allow and be endorsed primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, agents or volunteers shall be excess of Consultant's insurance and shall not contribute with it.
 - (3) The commercial general liability, automobile liability and workers' compensation policies shall allow and be endorsed to include a waiver of subrogation in favor of the City, its officers, officials, employees, agents, and volunteers.
 - (4) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to City, its officers, officials, employees, agents or volunteers.
 - (5) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - (6) Consultant's insurance coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to City. If a carrier will not provide the required notice, the Consultant shall provide written notice to the City no later than five (5) business days before policy modification or cancellation.
- (c) Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- (d) Acceptability of Insurers. Insurance is to be placed with insurers having a current A.M. Best rating of no less than A:VII, unless otherwise approved by City in writing.
- (e) Verification of coverage. Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required by this Agreement. Certificates of such insurance and endorsements shall be filed with City before commencement of work by Consultant. At the request of City, Consultant shall provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by this Agreement.

14. **Notices.** Any notices required or permitted to be given under this Agreement shall be in writing and shall be either personally delivered or sent by certified mail, return receipt requested, addressed to the other party as follows:

To City	City of Brisbane Attn.: Public Works Director 50 Park Lane Brisbane, CA 94005
---------	--

To Consultant	Anchor QEA, LLAC 33 New Montgomery Street, Ste 1210 San Francisco, CA 94105
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15. **Litigation Expenses and Attorneys' Fees.** If either party to this Agreement commences any legal action against the other party to enforce or interpret this Agreement, each party shall bear its own costs and expenses, including attorneys' fees, court costs, expert witness fees, and discovery expenses, incurred in connection with the legal action, regardless of which party may be deemed a prevailing party.

16. **Termination of Agreement.** This Agreement may be terminated by either party, effective upon written notice, should the other party commit any material default in the performance of its obligations hereunder. This Agreement may also be terminated by either party, for any reason, upon fifteen (15) day's prior written notice to the other party. In the event this Agreement is terminated by City through no fault of Consultant, Consultant shall be compensated for all services performed to the date of termination.

17. **Equal Opportunity Employment.** Consultant warrants that it is an Equal Opportunity Employer and shall comply with applicable regulations governing equal opportunity employment.

18. **Miscellaneous Provisions.**

- (a) Severability. Should any portion of this Agreement be declared void or unenforceable in a final decision by a court of competent jurisdiction, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement can be reasonably interpreted to implement the intention of the parties.
- (b) Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes and cancels all prior agreements or understandings, whether written or verbal.
- (c) Amendments. This Agreement may be modified or amended only by a written document duly executed by both City and Consultant.
- (d) Waiver. The waiver of any breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same provision or any other provision of this Agreement.

- (e) Execution. Each party warrants that the individuals signing this Agreement on its behalf have the legal power and authority to do so and to bind the party to this Agreement.
- (f) Successors and Assigns. Subject to the restriction against assignment and subcontracting, this Agreement shall be inure to the benefit of and shall be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

THE CITY OF BRISBANE

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CONSULTANT:

EXHIBIT A
Description of Services

EXHIBIT B

Time Schedule for Performance of Services

EXHIBIT C
Compensation