



CITY OF ESCONDIDO
CONSULTING AGREEMENT

This Consulting Agreement ("Agreement") is made and entered into as of the last signature date set forth below ("Effective Date"),

Between: CITY OF ESCONDIDO
a California municipal corporation
201 N. Broadway
Escondido, CA 92025
Attn: Marissa Padilla
760-839-4098
("CITY")

And: MICHAEL BAKER INTERNATIONAL, INC.
a Pennsylvania corporation
5050 Avenida Encinas, Suite 260
Carlsbad, CA 92008
Attn: Tim Thiele
858-614-5000
("CONSULTANT").

(The CITY and CONSULTANT each may be referred to herein as a "Party" and collectively as the "Parties.")

WHEREAS, the CITY has determined that it is in the CITY's best interest to retain the professional services of a consultant to provide engineering design services for the East Valley Parkway and Midway Drive Drainage Improvement Project;

WHEREAS, CONSULTANT is considered competent to perform the necessary professional services for the CITY; and

WHEREAS, the CITY and CONSULTANT desire to enter into this Agreement for the performance of the Services described herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms, and conditions set forth herein, and the mutual benefits derived therefrom, the Parties hereby agree as follows:

1. Description of Services. CONSULTANT shall furnish all of the Services described in the Scope of Work, which is attached to this Agreement as Attachment "A" and incorporated herein by this reference ("Services").

2. Compensation. In exchange for CONSULTANT's completion of the Services, the CITY shall pay, and CONSULTANT shall accept in full, an amount not to exceed the sum of \$3,627,240.00. CONSULTANT shall be compensated only for performance of the Services described in this Agreement. No compensation shall be provided for any other work or services without the CITY's prior written consent.
3. Performance. CONSULTANT shall perform the Services with the care and skill used by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality (the "Standard of Care"). CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all reports and other information furnished by CONSULTANT pursuant to this Agreement, except that CONSULTANT shall not be responsible for the accuracy of information supplied by the CITY.
4. Personnel. The performance of the Services by certain professionals is significant to the CITY. As such, CONSULTANT shall only assign the persons listed on Attachment "B", attached to this Agreement and incorporated herein by this reference ("Personnel List"), to perform the Services. CONSULTANT shall not add or remove persons from the Personnel List without the City's prior written consent, which consent shall not be unreasonably withheld. If CONSULTANT has not designated a person to perform a component of the Services, CONSULTANT shall not assign such component of the Services to a person without obtaining the City's prior written consent, which shall not be unreasonably withheld. CONSULTANT shall not subcontract any component of the Services without obtaining the City's prior written consent.
5. Termination.
 - a. The Parties may mutually terminate this Agreement through a writing signed by both Parties.
 - b. The CITY may terminate this Agreement without cause upon providing CONSULTANT with 30 days' advance written notice.
 - c. In the event that Consultant materially defaults on any of its obligations under this Agreement, City shall provide written notice of such default ("Notice of Default") and Consultant shall have no less than 10 business days from receipt of the Notice of Default to cure such default. Should Consultant fail to cure the default within the time period stated in this section, the City may terminate this Agreement for cause upon written notice to Consultant. In the event of such termination, Consultant shall be paid for all services rendered in accordance with the Standard of Care through the effective date of termination.
 - d. CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination. In the event of termination CONSULTANT shall be compensated for all work performed in accordance with the Standard of Care at the time of such termination. In no event shall CONSULTANT be entitled to receive more than the amount that would be paid to CONSULTANT for the full performance of the Services.
6. City Property. All original documents, drawings, electronic media, and other materials prepared by CONSULTANT exclusively pursuant to this Agreement become the exclusive property of the CITY upon CONSULTANT's receipt of payment of such work, and shall not be used by CONSULTANT for any other purpose without the CITY's prior written consent. Nothing herein shall be construed to grant ownership or any other rights to CITY of any of CONSULTANT's pre-existing and/or background Intellectual Property or of any information, data, or property that was in Consultant's possession prior to the execution of this Agreement. Any reuse of CONSULTANT's work product without written verification or adaptation by CONSULTANT will be at the CITY's own risk and without liability or legal exposure to CONSULTANT. The CITY shall indemnify and hold harmless CONSULTANT from all claims, damages, losses, and expenses, including reasonable attorneys'

fees, arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by the CITY and CONSULTANT.

7. Insurance Requirements.

- a. CONSULTANT shall procure and maintain, at its own cost, during the entire term of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Services, and the results of such work, by CONSULTANT, its agents, representatives, employees, or subcontractors. Insurance coverage shall be at least as broad as the following:
 - (1) *Commercial General Liability.* Insurance Services Office ("ISO") Form CG 00 01 covering Commercial General Liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury, with limits no less than \$2,000,000 per occurrence and \$4,000,000 general aggregate.
 - (2) *Automobile Liability.* ISO Form CA 00 01 covering any auto (Code 1), or if CONSULTANT has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage, unless waived by the CITY and approved in writing by the CITY's Risk and Safety Division.
 - (3) *Workers' Compensation.* Worker's Compensation as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
 - (4) *Professional Liability (Errors and Omissions).* Professional Liability (Errors and Omissions) appropriate to CONSULTANT's profession, with limits no less than \$2,000,000 per occurrence or claim and \$2,000,000 aggregate.
 - (5) RESERVED
- b. Each insurance policy required by this Agreement must be acceptable to the City Attorney and shall meet the following requirements:
 - (1) *Acceptability of Insurers.* Insurance coverage must be provided by an insurer authorized to conduct business in the state of California with a current A.M. Best's rating of no less than A-: FSC VII, or as approved by the CITY.
 - (2) *Additional Insured Status.* Both the Commercial General Liability and the Automobile Liability policies must name the CITY (including its officials, officers, agents, employees, and volunteers) specifically as an additional insured under the policy on a separate endorsement page. The Commercial General Liability additional insured endorsement shall be at least as broad as ISO Form CG 20 10 11 85, or if not available, through the addition of *both* CG 20 10, CG 20 26, CG 20 33, or CG 20 38, *and* CG 20 37 if a later edition is used. The Automobile Liability endorsement shall be at least as broad as ISO Form CA 20 01.
 - (3) *Primary Coverage.* CONSULTANT's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the CITY, its officials, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officials, officers, agents, employees, or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.
 - (4) *Notice of Cancellation.* Each insurance policy shall provide that coverage shall not be canceled, except with prior written notice to the CITY.
 - (5) *Subcontractors.* If applicable, CONSULTANT shall require and verify that all subcontractors maintain insurance meeting all the requirements stated within this Agreement, and CONSULTANT shall ensure that the CITY (including its officials, officers,

agents, employees, and volunteers) is an additional insured on any insurance required from a subcontractor.

- (6) *Waiver of Subrogation.* CONSULTANT hereby grants to the CITY a waiver of any right to subrogation that any insurer of CONSULTANT may acquire against the CITY by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this subsection shall apply regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer. Any Workers' Compensation policy required by this Agreement shall be endorsed with a waiver of subrogation in favor of the CITY for all work performed by the CONSULTANT, its agents, representatives, employees, and subcontractors.
 - (7) *Self-Insurance.* CONSULTANT may, with the CITY's prior written consent, fulfill some or all of the insurance requirements contained in this Agreement under a plan of self-insurance. CONSULTANT shall only be permitted to utilize such self-insurance if, in the opinion of the CITY, CONSULTANT's (i) net worth and (ii) reserves for payment of claims of liability against CONSULTANT are sufficient to adequately compensate for the lack of other insurance coverage required by this Agreement. CONSULTANT's utilization of self-insurance shall not in any way limit the liabilities assumed by CONSULTANT pursuant to this Agreement.
 - (8) *Self-Insured Retentions.* Self-insured retentions must be declared to and approved by the CITY.
- c. *Verification of Coverage.* At the time CONSULTANT executes this Agreement, CONSULTANT shall provide the CITY with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting the insurance coverage required by this Agreement), which shall meet all requirements under this Agreement.
 - d. At the time CONSULTANT executes this Agreement, CONSULTANT shall provide the CITY with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting the insurance coverage required by this Agreement), which shall meet all requirements under this Agreement. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this Agreement, at any time.
 - e. *No Limitation of Obligations.* The insurance requirements in this Agreement, including the types and limits of insurance coverage CONSULTANT must maintain, and any approval of such insurance by the CITY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including but not limited to any provisions in this Agreement concerning indemnification.
 - f. Failure to comply with any of the insurance requirements in this Agreement, including, but not limited to, a lapse in any required insurance coverage during the term of this Agreement, shall be a material breach of this Agreement. In the event that CONSULTANT fails to comply with any such insurance requirements in this Agreement, in addition to any other remedies the CITY may have, the CITY may, at its sole option, (i) immediately terminate this Agreement; or (ii) order CONSULTANT to stop work under this Agreement and/or withhold any payment that becomes due to CONSULTANT until CONSULTANT demonstrates compliance with the insurance requirements in this Agreement.

8. Indemnification and Hold Harmless.

- a. CONSULTANT (including CONSULTANT's agents, employees, and subcontractors, if any) shall indemnify and hold harmless the CITY, its officials, officers employees, and volunteers

from and against any and all claims, demands, actions, causes of action, proceedings (including but not limited to legal and administrative proceedings of any kind), suits, fines, penalties, judgments, orders, levies, costs, expenses, liabilities, losses, damages, or injuries, in law or equity, including without limitation the payment of reasonable attorney's fees and other related litigation costs and expenses (collectively, "Claims"), of every nature caused by, arising out of, or in connection with CONSULTANT's performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except where caused by the active negligence, sole negligence, or willful misconduct of the CITY, and only to the extent such Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT. Further, in no event shall the cost to defend charged to the CONSULTANT exceed the CONSULTANT's proportionate percentage of fault.

- b. CONSULTANT (including CONSULTANT's agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all Claims caused by, arising under, or resulting from any violation, or claim of violation, of the San Diego Municipal Storm Water Permit (Order No. R9- 2013-0001, as amended) of the California Regional Water Quality Control Board, Region 9, San Diego, that the CITY might suffer, incur, or become subject to by reason of, or occurring as a result of, or allegedly caused by, any work performed pursuant to this Agreement.
 - c. All terms and provisions within this Section 8 shall survive the termination of this Agreement.
9. Anti-Assignment Clause. Because the CITY has relied on the particular skills of CONSULTANT in entering into this Agreement, CONSULTANT shall not assign, delegate, subcontract, or otherwise transfer any duty or right under this Agreement, including as to any portion of the Services, without the CITY's prior written consent. Any purported assignment, delegation, subcontract, or other transfer made without the CITY's consent shall be void and ineffective. Unless CONSULTANT assigns this entire Agreement, including all rights and duties herein, to a third party with the CITY's prior written consent, CONSULTANT shall be the sole payee under this Agreement. Any and all payments made pursuant to the terms of this Agreement are otherwise not assignable. City shall not assign this Agreement in whole or in part without the prior written consent of Consultant.
10. Attorney's Fees and Costs. In any action to enforce the terms and conditions of this Agreement, each Party shall be responsible for its own attorneys' fees.
11. Independent Contractor. CONSULTANT is an independent contractor, and no agency or employment relationship is created by the execution of this Agreement.
12. Amendment. This Agreement shall not be amended except in a writing signed by the CITY and CONSULTANT.
13. Merger Clause. This Agreement, together with its attachments or other documents described or incorporated herein, if any, constitutes the entire agreement and understanding of the CITY and CONSULTANT concerning the subject of this Agreement and supersedes and replaces all prior negotiations, understandings, or proposed agreements, written or oral, except as otherwise provided herein. In the event of any conflict between the provisions of this Agreement and any of its attachments or related documents, if any, the provisions of this Agreement shall prevail.
14. Anti-Waiver Clause. None of the provisions of this Agreement shall be waived by the CITY because of previous failure to insist upon strict performance, nor shall any provision be waived because any other provision has been waived by the CITY, in whole or in part.

15. Severability. This Agreement shall be performed and shall be enforceable to the full extent allowed by applicable law, and the illegality, invalidity, waiver, or unenforceability of any provision of this Agreement shall not affect the legality, validity, applicability, or enforceability of the remaining provisions of this Agreement.
16. Governing Law. This Agreement and all rights and obligations arising out of it shall be construed in accordance with the laws of the State of California. Venue for any action arising from this Agreement shall be conducted only in the state or federal courts of San Diego County, California.
17. Counterparts. This Agreement may be executed on separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page of this Agreement by electronic means, including an attachment to an email, shall be effective as delivery of an executed original. The Agreement on file with the City is the copy of the Agreement that shall take precedence if any differences exist between or among copies or counterparts of the Agreement.
18. Provisions Cumulative. The foregoing provisions are cumulative to, in addition to, and not in limitation of any other rights or remedies available to the CITY.
19. Notice. Any statements, communications, or notices to be provided pursuant to this Agreement shall be sent to the attention of the persons indicated herein, and the CITY and CONSULTANT shall promptly provide the other Party with notice of any changes to such contact information.
20. Business License. CONSULTANT shall obtain a City of Escondido Business License prior to execution of this Agreement and shall maintain such Business License throughout the term of this Agreement.
21. Compliance with Laws, Permits, and Licenses. CONSULTANT shall exercise the Standard of Care to keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements in effect during the term of this Agreement. CONSULTANT shall obtain any and all permits, licenses, and other authorizations necessary to perform the Services. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.
22. Prevailing Wages. If applicable, pursuant to California Labor Code section 1770 et seq., CONSULTANT agrees that a prevailing rate and scale of wages, in accordance with applicable laws, shall be paid in performing this Agreement. CONSULTANT shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements pertaining to the payment of prevailing wages. The prevailing rate and scale to be paid shall be the same as the applicable "General Prevailing Wage Determination" approved by the Department of Industrial Relations as of the Effective Date of this Agreement, which are available online at <http://www.dir.ca.gov/oprl/dprevwagedetermination.htm> and incorporated into this Agreement by this reference. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.
23. Department of Industrial Relations Compliance. This public project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. CONSULTANT shall post all job site notices required by regulation. CONSULTANT, as well as any subcontractors, shall be registered pursuant to California Labor Code section 1725.5 to be qualified to bid on, be listed in a bid proposal (subject to the requirements of Public Contract Code section 4104), or engage in the performance of any public works contract subject to the requirements of Division 2, Part 7, Chapter

1 of the California Labor Code. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.

24. Immigration Reform and Control Act of 1986. CONSULTANT shall keep itself informed of and shall comply with the Immigration Reform and Control Act of 1986 ("IRCA"). CONSULTANT represents and warrants that all of its employees and the employees of any subcontractor retained by CONSULTANT who perform any of the Services under this Agreement, are and will be authorized to perform the Services in full compliance with the IRCA. CONSULTANT affirms that as a licensed contractor and employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of employment and that only employees legally eligible to work in the United States will perform the Services. CONSULTANT agrees to comply with the IRCA before commencing any Services, and continuously throughout the performance of the Services and the term of this Agreement.
25. CONSTRUCTION MEANS. Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures of construction contractors, or the safety precautions and programs incident thereto, and shall not be responsible for such contractors' failure to perform work in accordance with the contract documents.
26. ESTIMATES. Any estimates provided for cost of construction, financing, and acquisition of land and rights-of-way shall be made in accordance with good engineering practice and procedure. It is understood, however, that Consultant has no control over construction costs, competitive bidding and market conditions, nor over costs of financing, acquisition of land or rights-of-way, and Consultant does not guarantee the accuracy of such cost estimates as compared to actual cost or contractors' bids.
27. WAIVER OF CONSEQUENTIAL DAMAGES. In no event shall either Consultant or the City have any claim or right against the other, whether in contract, warranty, tort (including negligence), strict liability or otherwise, for any special, indirect, incidental, or consequential damages or any kind or nature whatsoever, such as but not limited to loss of revenue, loss of profits on revenue, loss of customers or contracts, loss of use of equipment or loss of data, work interruption, increased cost of work or cost of any financing, howsoever caused, even if same were reasonably foreseeable.
28. FORCE MAJEURE. In no event shall either Party have any claim or right against the other for any failure of performance where such failure of performance is caused by or is the result of causes beyond the reasonable control of the other party due to any occurrence commonly known as a "force majeure," including, but not limited to: acts of God; fire, flood, or other natural catastrophe; acts of any governmental body; labor dispute or shortage; national emergency; insurrection; riot; or war.
29. The Parties acknowledge that Hazard Mitigation Grant Program ("HMGP") funds administered by the Federal Emergency Management Agency ("Federal Awarding Agency") will be used to fund all or a portion of this Agreement. The CONSULTANT shall comply with all applicable federal laws, regulations, executive orders, policies, procedures, and directives relating to such federal funds.
30. Equal Employment Opportunity. During the performance of this Agreement, the CONSULTANT agrees as follows:
 - a. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for

training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- b. The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The CONSULTANT will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONSULTANT's legal duty to furnish information.
- d. The CONSULTANT will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONSULTANT's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The CONSULTANT will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The CONSULTANT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the CONSULTANT's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the CONSULTANT may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The CONSULTANT will include the portion of the sentence immediately preceding subpart a of this section and the provisions of subparts a through h in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of CONSULTANTS and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a CONSULTANT debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon CONSULTANTS and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

31. Compliance with the Davis-Bacon Act.

- a. All transactions regarding this Agreement shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The CONSULTANT shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. CONSULTANTS are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, CONSULTANTS are required to pay wages not less than once a week

32. Compliance with the Copeland "Anti-Kickback" Act.

- a. CONSULTANT. The CONSULTANT shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Agreement.
- b. Subcontracts. The CONSULTANT and any subcontractors shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONSULTANT shall be responsible for the compliance by any subcontractors or lower tier subcontractors with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a CONSULTANT and subcontractors as provided in 29 C.F.R. § 5.12.

33. Clean Air Act. CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. CONSULTANT agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report

each violation as required to assure notification to the Federal Awarding Agency, and the appropriate Environmental Protection Agency Regional Office. CONSULTANT agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by the Federal Awarding Agency.

34. Federal Water Pollution Control Act. CONSULTANT agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. CONSULTANT agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the Federal Awarding Agency, and the appropriate Environmental Protection Agency Regional Office. CONSULTANT agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by the Federal Awarding Agency.
35. Debarment and Suspension.
- a. This Agreement is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, CONSULTANT is required to verify that none of CONSULTANT's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - b. CONSULTANT shall comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction CONSULTANT enters into.
 - c. This certification is a material representation of fact relied upon by the CITY. If it is later determined that CONSULTANT did not comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C, in addition to remedies available to the CITY, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.
 - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
36. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).
- a. Prior to entering into this Agreement, CONSULTANT shall file the required certification pursuant to the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352 (as amended)). Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the Federal Awarding Agency.
 - b. Required Certification. At the time CONSULTANT executes this Agreement, CONSULTANT shall provide the CITY with a completed Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying. A blank Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying is attached to this Agreement as Attachment "C" and incorporated herein by this reference.
37. Procurement of Recovered Materials. In the performance of this Agreement, CONSULTANT shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired (1) competitively within a timeframe providing for compliance with the Agreement's performance schedule, (2) meeting Agreement performance requirements, or (3) at a reasonable price. Information about this requirement, along with the list of EPA-designated

items, is available at EPA's Comprehensive Procurement Guidelines website, located at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. CONSULTANT shall also comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

38. Access to Records. The following access to records requirements apply to this Agreement: (1) CONSULTANT agrees to provide the CITY, the Federal Awarding Agency Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of CONSULTANT that are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. CONSULTANT agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. CONSULTANT agrees to provide the Federal Awarding Agency Administrator or their authorized representatives access to construction or other work sites pertaining to the work being completed under this Agreement. In compliance with the Disaster Recovery Act of 2018, the CITY and CONSULTANT acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the Federal Awarding Agency Administrator or the Comptroller General of the United States.
39. Federal Awarding Agency Seal, Logo, and Flags. CONSULTANT shall not use the Federal Awarding Agency seal(s), logos, crests, or reproductions of flags or likenesses of Federal Awarding Agency officials without specific Federal Awarding Agency pre-approval.
40. No Obligation by Federal Government. The United States Federal Government is not a party to this Agreement and is not subject to any obligations or Agreement to the CITY, CONSULTANT, or any other party pertaining to any matter resulting from this Agreement.
41. Program Fraud and False or Fraudulent Statements or Related Acts. CONSULTANT acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to CONSULTANT's actions pertaining to this Agreement.
42. Effective Date. Unless a different date is provided in this Agreement, the effective date of this Agreement shall be the latest date of execution set forth by the names of the signatories below.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, this Agreement is executed by the Parties or their duly authorized representatives as of the Effective Date:

CITY OF ESCONDIDO

Date: _____

Dane White, Mayor

MICHAEL BAKER INTERNATIONAL, INC.

Date: _____

Signature

Name & Title (please print)

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY
MICHAEL R. MCGUINNESS, CITY ATTORNEY

BY: _____

DATE: _____

THE CITY OF ESCONDIDO DOES NOT DISCRIMINATE AGAINST QUALIFIED PERSONS WITH DISABILITIES.

ATTACHMENT "A"

Scope of Work

A. General

Michael Baker International, Inc., a Pennsylvania Corporation ("Consultant") will provide the City of Escondido, a California municipal corporation ("City") with consulting services related to the East Valley Parkway and Midway Drive Drainage Improvement Project ("Project").

B. Location

Consultant to provide services in relation to the City's drainage improvements along East Lincoln Avenue, North Midway Drive, South Midway Drive, East Mission Avenue, East Washington Avenue, Begonia Street, North Citrus Avenue, East Grand Avenue, and North Rose Street in Escondido, CA 92027.

C. Services

Engineering services shall generally include but shall not be limited to:

1. Prepare a hydrologic study of the Maywood Wash, Citrus Wash and South Midway Wash drainage areas for a 50-year and 100-year storm event.
2. Prepare a hydraulic analysis to evaluate the flow capacity of the existing storm drains in these three washes and determine the most efficient and cost-effective method to improve drainage facilities to collect and convey the 100-year frequency storm event downstream to the Escondido Creek channel.
3. Incorporate stormwater Best Management Practices (BMPs) (i.e. tree wells, vegetated swales, and bioretention planters along curb cuts) to encourage infiltration and natural treatment of stormwater runoff.
4. Prepare and Submit a CLOMR and LOMR to FEMA for the proposed changes to flood hazard area.
5. Provide engineering drawings showing the proposed improvements.
6. Provide front end documents and technical specifications and special provisions using the Greenbook format and considering the City's Standard General Conditions.
7. Prepare engineer's estimates for construction time and cost for the contractor to construct and close out the Project.
8. Perform a benefit-cost analysis (BCA) using the FEMA BCA Calculator for each construction cost estimate.
9. Submit design plans to utility companies and identify potential conflicts with existing utilities. Coordinate relocations with utility owners as needed to accommodate the Project.
10. Prepare all required documentation and technical studies for CEQA approval and any other environmental requirements applicable to the Project. Obtain any permits from USACOE and SWRCB as necessary to access the concrete-lined channel for the reconstruction of outfall structures.

Tasks

Task 1. Project Management:

The Consultant will be responsible for Project management activities throughout the life of the contract including managing the Project schedule, setting up meetings, field reviews, and managing the Project team. The Consultant will include an appropriate number of meetings with City staff. The Consultant shall schedule a kickoff meeting with City staff to clarify Project design objectives. The Consultant may be required to attend a City Council meeting. Expected deliverables include monthly progress reports, schedule updates, meeting agendas, minutes, monthly billing, and any materials required to present during meetings with the City and other agencies/entities impacted by the Project.

Task 2. Project Drainage Study and Water Quality Compliance:

The Consultant will perform a hydrologic and hydraulic analysis for the Maywood Wash, Citrus Wash and South Midway Wash drainage areas. Hydrology and hydraulic computations will be developed in conformance with Escondido Design Standards and the San Diego County Hydrology Manual. The results of the hydraulic analysis will be used to support floodplain map revisions and shall be developed using a method acceptable to FEMA. The Escondido Creek acts as the downstream hydraulic control for the Project drainage areas, the Consultant will recommend the extent of hydraulic analysis needed for the concrete-lined channel based on their understanding of FEMA's risk mapping guidelines. The Consultant will submit technical memorandums summarizing the basin delineation, methodology, assumptions, input, and results of the hydrologic and hydraulic analyses for the City's review. The Consultant will meet with the City to review the results of these analyses and be prepared to make revisions based on the City's comments.

The Consultant will submit a CLOMR application to FEMA for the proposed changes to flood hazard area and confirm that the Project meets the minimum floodplain management criteria. Once the Project is completed, the Consultant will submit a Letter of Map Revision (LOMR) request to FEMA to revise the FIRM SFHAs.

The Consultant will work with City staff to agree upon the appropriate and justifiable classification for the Project (i.e. Standard Project, Priority Development Project (PDP), PDP Exempt) and prepare required documentation.

Task 3. Environmental Approval and Permitting:

The Consultant will determine the appropriate level of CEQA compliance documentation and prepare all required documentation and technical studies to obtain CEQA approval. CEQA finding will be submitted to FEMA for reference during their NEPA process. If the Consultant determines that the Project qualifies for a categorical exemption under CEQA, a Notice of Exemption form will be prepared with a memo summarizing the cultural and archeological resources considered during the CEQA review. The Consultant should be prepared to assist the City with responding to questions from FEMA during their NEPA review and attending FEMA site visits.

The Consultant will obtain any permits from USACOE and SWRCB as necessary to access the concrete-lined channel for the reconstruction of outfall structures.

Task 4. Plans, Specifications, Schedule Estimate, and Cost Estimate:

Consultant will prepare Project plans, specifications, construction schedule estimate and engineer's estimate of probable construction costs.

- Plans will include but not be limited to: Title Sheet, General Plan/Notes Sheet(s), Plan and Profile Sheets, Detail Sheets, Landscaping and Irrigation Sheets, and Water Pollution Control Sheets. Plan sets will be submitted at 30%, 60%, 90%, and 100% levels of completion. The 30% design submittal will also include the horizontal alignment of the proposed storm drain system improvements, considering the horizontal alignment of existing underground utilities and right-of-way constraints. The 60% design submittal will include storm drain profiles and mapping of existing utility elevations. After all comments have been addressed at 100% submittal stage, final drawings will be signed by the engineers of record and submitted to the City. The City will require two weeks review time at each submittal stage. The City's review comments will be addressed following each submittal.
- Project Specifications and Bid Documents will include the detailed Project description, preparation of bid schedules, bid item descriptions, payment methods, special provisions, and any specification detail sheets or standard plans to support the plans. Provide front end documents and technical specifications and special provisions using the Greenbook format and considering the City's Standard General Conditions. The front-end documents should be developed using the City's latest approved front-

end template and modified specifically for this Project. The Consultant will include a draft Storm Water Pollution Prevention Plan (SWPPP), prepared in accordance with the current Construction Storm Water Permit, as part of the construction bid documents. Specifications and bid item lists shall be submitted for review at the 60%, 90%, and 100% complete submittal stage. After all comments have been addressed at 100% submittal stage, then Final technical specifications and special provisions will be signed by the engineers of record and submitted to the City. The City will require two weeks review time at each submittal stage. The specifications should be submitted at the same time as the respective plan set percentage levels.

- Construction Schedule will include a written summary of the Consultant's analysis of the required time to complete construction activities for the entire Project through final inspection and acceptance. During the preparation of the Construction Schedule, the Consultant should consider the possibility of phasing construction for the benefit of vehicle, bike and pedestrian traffic in and around the Project area. This estimate will be used to identify the allowed number of working days for the contractor during construction and will support the City's budgeting and scheduling efforts.
- Engineer's Estimate of Probable Construction Cost should identify appropriate bid items and quantities. Estimates for construction cost will be submitted for review at the 30%, 60%, 90% and 100% complete submittal stage. The City will require two weeks review time at each submittal stage. The construction cost estimate should be submitted at the same time as the respective plan set percentage levels listed above. Costs should be based on the historical cost index associated with the identified bid items. Cost estimates should include an appropriate contingency based on the design level. The City anticipates that the cost of constructing the storm drain improvements to be approximately \$32 million.
- Consultant will submit plans, specifications and estimates (PS&E) and/or other necessary documents to City to obtain approval. All plan submittals besides the Final Submittal shall include 3 bond copies and a searchable electronic PDF copy. The Final Submittal shall include 1 Mylar Set, a searchable electronic PDF copy, and all electronic CADD files.
- All approved plans will be provided to the City in 2022 AutoCAD release format, as well as on "D" size Mylar. Specification, schedule and cost estimate and all related bid documents will be provided in Microsoft Word or Excel format and also in searchable PDF format.

Task 5. Benefit-Cost Analysis

The BCA should be submitted at the same time as the respective construction cost estimate as listed in Task 4. The preliminary benefit-cost ratio (BCR) for the Project is 1.29. Additional updates to the BCA shall include:

- **Determine the First Floor Elevations (FFE) of all residential and commercial buildings within the flood plain to support the damage estimates used in the BCA.** According to the FEMA Flood Plain Map, the flood depth resulting from a 100-year event is one foot deep within this highly urbanized area.
- Provide cost estimates associated with pre-mitigation damages for additional storm frequency intervals.
- Quantify and incorporate expected damages associated with commercial structures and contents, loss of function.
- Evaluate opportunities for quantifying additional Project benefits for use in the BCA.

Task 6. Utility Coordination:

The Consultant will obtain record drawings from utility companies, complete a conflict check, resolve conflicts with utility providers and pothole as necessary. The Consultant will distribute the 30% design submittal to the utility companies to begin utility conflict checks. Subsequent design submittals will be provided to utility companies for review and comment.

The Consultant will coordinate utility relocations with utility owners as needed to accommodate the proposed storm drain improvements. The Consultant will attend the City's Utility Coordination

meetings to help facilitate development of utility owner relocation designs for utilities in conflict with the Project. The Consultant will review the utility owner relocation plans for conformance with the Project.

Potholing will be performed using vacuum excavation techniques. The Consultant will prepare an exhibit of the recommended potholing locations for review by the City. Potholing should be sufficient to mitigate the underground utility-related risks associated with the construction of the storm drain improvements.

Task 7. Public Outreach Plan

The Consultant will develop a public outreach and education campaign on the benefits of trees with the goal of encouraging tree acceptance by area residents and fostering active participation in climate resiliency efforts. The outreach plan will include organizing community volunteers to plant trees from the green streets natural treatment systems incorporated in the Project design.

Task 8. Bidding and Construction Support (Phase 2):

Consultant will assist the City during the bid and construction phases by responding to RFIs during bidding and construction and providing clarification on its plans and specifications as necessary. The Consultant will be responsible for the preparation of "As-Built" plans based on changes made during construction, identified by the contractor and resident engineer. The Consultant will also be responsible for reviewing and commenting on submittals from the contractor. In addition, the Consultant will be responsible for preparing revised plans and specifications, and issuing associated addenda, as needed if the design provided for bidding proves to be insufficient for construction.

The Consultant will perform Qualified SWPPP Practitioner (QSP) services through the duration of construction. QSP services will include monitoring SWPPP compliance by performing site inspections, SWPPP modifications as required by site conditions, sampling and monitoring as required by the SWPPP, and preparation and upload of all reporting documents related to the Construction General Permit compliance.

The Consultant's task breakdown has been attached hereto as **Exhibit 1** and incorporated herein by this reference. In the event of a conflict between this Agreement and Exhibit 1, the terms of this Agreement shall prevail.

D. Scheduling

Consultant's proposed Project schedule has been attached hereto as **Exhibit 2** and incorporated herein by this reference. In the event of a conflict between this Agreement and Exhibit 2, the terms of this Agreement shall prevail. Inquiries related to this Agreement, including scheduling and coordination with City staff shall be directed to Marissa Padilla, Associate Engineer, Marissa.padilla@escondido.gov, 760-839-4098.

E. Contract Price and Payment Terms

The contract price of this Consulting Agreement shall not exceed \$3,627,240. Consultant shall submit monthly invoices to the City. Invoices shall describe the work accomplished under each task during the pay period and detail the hours worked by each staff person. The City shall pay Consultant for invoiced services within 30 days of receipt of a complete and accurate invoice. Transportation costs and miscellaneous expenses shall not exceed the expenses line item in the proposal.

Consultant's fee schedule has been attached hereto as **Exhibit 3** and incorporated herein by this reference. In the event of a conflict between this Agreement and Exhibit 3, the terms of this Agreement shall prevail.

F. Term

The term of this Agreement shall be from the Effective Date of this Consulting Agreement through **June 30, 2028**.

G. Other

Consultant's duties and services under this Agreement shall not include preparing or assisting the City with any portion of the City's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the City. The City entering this Agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this Project. Consultant's participation in the planning, discussions, or drawing of Project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Consultant shall cooperate with the City to ensure that all bidders for a subsequent contract on any subsequent phase of this Project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Consultant pursuant to this Agreement.

ATTACHMENT "B"

Personnel List

Pursuant to Section 4 of the Agreement, CONSULTANT shall only assign performance of Services to persons listed below:



CONSULTANT shall not add or remove persons from this Personnel List without the City’s prior written consent. If CONSULTANT has not designated a person to perform a component of the Services, CONSULTANT shall not assign such component of the Services to a person without obtaining the City’s prior written consent. CONSULTANT shall not subcontract any component of the Services without obtaining the City’s prior written consent.

Acknowledged by:

Date: _____

 Tim Thiele, Vice President

ATTACHMENT "C"

Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Michael Baker International, Inc., a Pennsylvania Corporation ("Consultant"), certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Consultant's Authorized Official

Name and Title of Consultant's Authorized Official

Date

East Valley Parkway and Midway Drive Drainage Improvement Project

This scope shall follow the provided Request for Proposal (RFP) for storm drain improvements within Escondido. Improvements will take place along East Lincoln Avenue, North Midway Drive, South Midway Drive, East Mission Avenue, East Washington Avenue, Begonia Street, North Citrus Avenue, East Grand Avenue, and North Rose Street.

Task 1: Project Management

Michael Baker shall provide project management as stated in the RFP. Approximately fifteen (15) meetings are anticipated along with daily correspondence. Meeting agendas, meeting minutes, action items, and updating the project schedule are included in the scope. Invoicing and progress reports will also be prepared monthly.

Study and Water Quality Compliance

Task 2.1: H/H Report

Michael Baker will complete a hydrology and hydraulic study as stated in the RFP. The study will evaluate the existing condition and proposed condition flooded widths and pipe capacity.

Task 2.2: Water Quality Report

Michael Baker will complete a water quality report as stated in the RFP.

Task 2.3: CLOMR

Michael Baker will complete and submit a CLOMR application as stated in the RFP.

Task 2.4: SWPPP

Michael Baker will create a Storm Water Pollution Prevention Plan as stated in the RFP.

Task 3: Environmental Approval and Permitting

Task 3.1: Cultural Resources Assessment and Tribal Consultations

To mitigate unanticipated discoveries Michael Baker will conduct a cultural resource assessment and tribal consultation.

Task 3.2: Air Quality and GHG Technical Study

Michael Baker will analyze pollutants, greenhouse gas emissions, and energy usage compared to CEQA requirements.

Task 3.3: Noise and Vibration Technical Study

Michael Baker will conduct a noise and vibration study in neighborhoods and other noise-sensitive areas affected by construction.

Task 3.4: Biological Resources Assessment and Jurisdictional Delineation

Michael Baker will map boundaries of USACE and CDFW jurisdiction conduct a records search of the California Natural Diversity Database.

Task 3.5: CEQA Initial Study and Mitigated Negative Declaration

Michael Baker will complete and file the initial CEQA study and prepare all accompanying documents as stated in the RFP.

Task 3.6: Regulatory Permits – USACE and RWQCB

Michael Baker will prepare permit applications for the USACE and RWQCB.

Task 4: Plans, Specifications, Schedule Estimate, and Cost Estimate

Task 4.1: Topographic Survey

Michael Baker will complete an assumed 15-day ground topographic survey to supplement the aerial survey where more precise information is required. Monuments will be picked up as appropriate where easements are anticipated. Record R/W will be used for the plans when the storm drain improvements are within the back of sidewalk. Within this task a topographic base file will be created using the aerial and topographic survey.

Task 4.2: R/W Mapping

An assumed budget for R/W mapping has been provided and shall be billed as Time and Materials, as the level of effort is uncertain at this time. If additional budget is needed, the consultant shall notify the client. Easement documents, ordering of preliminary title reports, appraisals, and property acquisition are not included in this budget, but can be added if requested.

Task 4.3: Aerial Survey

An aerial survey will be performed to get preliminary topography of the design area.

Task 4.4: Geotechnical Study

Allied will complete a geotechnical study of the design area using all required soil tests.

Task 4.5: 30% Plans

Michael Baker will complete a 30% plan set as stated in the RFP. The plan set will contain Drainage Plan and Profiles, new Catch Basins and laterals, Traffic Control Concepts, Preliminary Landscaping, and Irrigation sheets. Major utility impacts will be identified. The sheet count is anticipated to be 225 sheets.

Task 4.6, 4.7, 4.8: Design Plans

Michael Baker will complete the 60%, 90%, and 100% plans as stated in the RFP. The sheet count is anticipated to be 225 sheets. The preliminary sheet count is as follows:

- Title Sheet (1)
- General Notes (1)
- Key Plan (1)
- Storm Drain Plan and Profile (52)
- Storm Drain Laterals (20)
- Traffic Control (60)
- ADA/Driveway Details (12)
- Construction Details (12)
- Erosion Control and Details (16)
- Landscaping & Details (25)
- Irrigation & Details (20)
- Misc Plans (5)

Task 4.9: Estimate

Michael Baker will prepare a project construction estimate which will be submitted with the 30%, 60%, 90%, and 100% Plans as stated in the RFP.

Task 4.10: Specs

Michael Baker will prepare project technical specifications which will be submitted with the 60%, 90%, and 100% Plans as stated in the RFP. It is assumed that the City will provide the front-end specifications. The bid list will be coordinated with the engineer's estimate.

Task 5: Benefit-Cost Analysis

Michael Baker will perform a construction cost estimate per the RFP using the preliminary benefit-cost ratio of 1.29.

Task 6: Utility Coordination

Task 6.1: Utility Coordination

Michael Baker will obtain record drawings and As-Built information from utility companies. These will be used to check for utility conflicts as stated in the RFP.

Task 6.2: Utility Potholing

AirX will pothole to locate utilities at possible conflict locations provided by Michael Baker with an estimated 125 potholes. Included within the scope are: utility mark outs, traffic control, permitting, back-filling, and overlay as required by the City of Escondido. Additionally, AirX will paint existing utilities where appropriate.

Task 7: Public Outreach Plan

Michael Baker and Padilla will create a public outreach and education program as stated in the RFP.

Task 8: Bidding and Construction Support

Task 8.1: Bid Support

Michael Baker will provide bid support by responding to RFIs during bidding as stated in the RFP. The consultant team shall attend the pre-bid meeting and assist with a presentation to bidders.

Task 8.2: Construction Support

Michael Baker will provide construction support as stated in the RFP for an assumed construction time of 2.5 years. Budget is for weekly meetings, RFI's, Submittals. For this scope, it is assumed that the design team will attend about forty (40) meetings and provide plan and bid package clarifications as necessary. Major construction change orders the require re-issuing plans and other bid documents for unforeseen circumstances will be scoped separately, once the level of effort is known.

Task 8.3: As-Builts

Michale Baker will prepare As-Built plans based on changes made during construction. It is assumed that the contractor will provide redlines and survey of pipes installed.

Task 8.4: Water Quality Monitoring

Michael Baker will provide monitoring of SWPPP compliance as stated in the RFP for an assumed construction time of three (3) years.

Assumptions Used in Scope Development

- Project is subject to compliance within State of California prevailing wage requirements.
- The City will provide any additional as-built drawings deemed necessary for the project and not previously provided. This information will be used to supplement the field topography as appropriate.
- No resurfacing plans are expected as a part of this project.
- The schedule assumes that the City will review the plan submittals in four weeks of the submittal date.
- It is assumed that the City will provide any permitting fees to other agencies (if deemed necessary).
- Design will comply with City of Escondido CADD Standards, Drafting Standards, and Survey Deliverables.
- It is assumed that hazardous materials, historical resources, and historical landmarks will be handled by using the City standard specifications and separate reports are not required.
- No structural engineering is included as a part of this scope of work. Storm Drain Headwalls or minor retaining walls will be designed using standard details.
- No electrical, street-light, electrical joint trench, or traffic signal plans are assumed in this scope.
- Construction staking is outside this scope and fee. No survey during construction is included in this design fee.
- Replacing property boundary monuments is not included in this design scope.
- Any other services not specifically stated to be included in the scope of work, are not included in this scope of work.

**Project Summary Schedule
Escondido Drainage Improvement Project**

ID	Task Name	Duration	Start	Finish	Quarter																											
					3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter										
1	PHASE 1: AWARD & PRELIMINARY ENGINEERING	81 days	Mon 7/1/24	Mon 10/21/24	[Gantt bars for Phase 1 tasks]																											
2	Task 1 – Project Administration	1.55 mons	Mon 7/1/24	Mon 8/12/24	[Gantt bar for Task 1]																											
3	Project Notice to Proceed / Kick off Meeting - City	2 wks	Tue 7/2/24	Mon 7/15/24	[Gantt bar for Task 3]																											
4	Project Research and Data Collection	4 wks	Tue 7/16/24	Mon 8/12/24	[Gantt bar for Task 4]																											
5	Task 2 - Field Survey, Utility Mapping and ROW Mapping	50 days	Tue 8/13/24	Mon 10/21/24	[Gantt bars for Task 2 sub-tasks]																											
6	Aerial and Field Survey	10 wks	Tue 8/13/24	Mon 10/21/24	[Gantt bar for Task 6]																											
7	Utility Research and Mapping	6 wks	Tue 8/13/24	Mon 9/23/24	[Gantt bar for Task 7]																											
8	Boundary Mapping	4 wks	Tue 8/13/24	Mon 9/9/24	[Gantt bar for Task 8]																											
9	PHASE 1A: ENVIRONMENTAL DOCUMENTATION/PERMITTING/RW	170 days	Tue 9/24/24	Mon 5/19/25	[Gantt bars for Phase 1A tasks]																											
10	Task 3 - Environmental/Permitting	250 days?	Tue 7/16/24	Mon 6/30/25	[Gantt bars for Task 3 sub-tasks]																											
11	Determination of Permits and Agencies	2 wks	Tue 7/16/24	Mon 7/29/24	[Gantt bar for Task 11]																											
12	CEQA Research and Investigation	2 wks	Tue 7/30/24	Mon 8/12/24	[Gantt bar for Task 12]																											
13	Preparation of the Initial Study	6 wks	Tue 8/13/24	Mon 9/23/24	[Gantt bar for Task 13]																											
14	Preparation of the Public Review IS/MND	9 wks	Tue 9/24/24	Mon 11/25/24	[Gantt bar for Task 14]																											
15	Public Review and Comment	1 mon	Tue 11/26/24	Mon 12/23/24	[Gantt bar for Task 15]																											
16	Preparation of the Final IS/MND	6 wks	Tue 12/24/24	Mon 2/3/25	[Gantt bar for Task 16]																											
17	Coordination and Meetings	20 wks	Tue 8/13/24	Mon 12/30/24	[Gantt bar for Task 17]																											
18	Regulatory Permitting	10 mons	Tue 9/24/24	Mon 6/30/25	[Gantt bar for Task 18]																											
19	Task 4 - Potholing	40 days	Tue 9/24/24	Mon 11/18/24	[Gantt bars for Task 4 sub-tasks]																											
20	Potholing	8 wks	Tue 9/24/24	Mon 11/18/24	[Gantt bar for Task 20]																											
21	Task 5 - Geotechnical Investigation and Analysis	40 days	Tue 9/24/24	Mon 11/18/24	[Gantt bars for Task 5 sub-tasks]																											
22	Geotechnical Field Investigation and Analysis	8 wks	Tue 9/24/24	Mon 11/18/24	[Gantt bar for Task 22]																											
23	PHASE 1B: HYDROLOGY & HYDRAULICS	80 days	Tue 7/16/24	Mon 11/4/24	[Gantt bars for Phase 1B tasks]																											
24	Task 6 – Preliminary H&H and Report	80 days	Tue 7/16/24	Mon 11/4/24	[Gantt bars for Task 6 sub-tasks]																											
25	Local Hydrology	6 wks	Tue 7/16/24	Mon 8/26/24	[Gantt bar for Task 25]																											
26	Regional Hydrology	4 wks	Tue 8/27/24	Mon 9/23/24	[Gantt bar for Task 26]																											
27	Hydraulics Analysis	8 wks	Tue 8/27/24	Mon 10/21/24	[Gantt bar for Task 27]																											
28	Type Selection Report	2 wks	Tue 10/22/24	Mon 11/4/24	[Gantt bar for Task 28]																											
29	PHASE 1C: 30% PLANS, SPECS, COST ESTIMATE	151 days	Tue 7/16/24	Tue 2/11/25	[Gantt bars for Phase 1C tasks]																											
30	Conceptual Design Plan/Recommended Alt	6 wks	Tue 7/16/24	Mon 8/26/24	[Gantt bar for Task 30]																											
31	Preliminary Design	10 wks	Tue 8/27/24	Mon 11/4/24	[Gantt bar for Task 31]																											
32	30% Improvement Plans	12 wks	Tue 11/5/24	Mon 1/27/25	[Gantt bar for Task 32]																											
33	Design Review Meeting	1 day	Tue 1/28/25	Tue 1/28/25	[Gantt bar for Task 33]																											
34	City Review	2 wks	Wed 1/29/25	Tue 2/11/25	[Gantt bar for Task 34]																											
35	PHASE 1D: 60% PLANS, SPECS, COST ESTIMATE	76 days	Tue 2/11/25	Tue 5/27/25	[Gantt bars for Phase 1D tasks]																											
36	60% Improvement Plans	12 wks	Wed 2/12/25	Tue 5/6/25	[Gantt bar for Task 36]																											
37	Specifications	12 wks	Wed 2/12/25	Tue 5/6/25	[Gantt bar for Task 37]																											
38	Task 7 - Traffic Control Plans	4 mons	Tue 2/11/25	Mon 6/2/25	[Gantt bars for Task 7 sub-tasks]																											
39	Design Review Meeting	1 day	Wed 5/7/25	Wed 5/7/25	[Gantt bar for Task 39]																											
40	City Review	3 wks	Thu 5/8/25	Wed 5/28/25	[Gantt bar for Task 40]																											
41	PHASE 4: FLOODPLAIN MAPPING	160 days	Tue 2/11/25	Mon 9/22/25	[Gantt bars for Phase 4 tasks]																											
42	CLOMR Application Package (MT2 Form)	8 wks	Tue 2/11/25	Mon 4/7/25	[Gantt bar for Task 42]																											
43	City Review	4 wks	Tue 4/8/25	Mon 5/5/25	[Gantt bar for Task 43]																											
44	CLOMR Revisions/Signature	2 wks	Tue 5/6/25	Mon 5/19/25	[Gantt bar for Task 44]																											
45	FEMA Review/Approval	90 days	Tue 5/20/25	Mon 9/22/25	[Gantt bar for Task 45]																											
46	PHASE 1E: 90% PLANS, SPECS, COST ESTIMATE	66 days	Wed 6/18/25	Wed 9/17/25	[Gantt bars for Phase 1E tasks]																											
47	90% Improvement Plans	8 wks	Thu 5/29/25	Wed 7/23/25	[Gantt bar for Task 47]																											
48	Specifications and Cost Estimates	1 wk	Thu 7/24/25	Wed 7/30/25	[Gantt bar for Task 48]																											
49	Structural Design	4 wks	Thu 6/26/25	Wed 7/23/25	[Gantt bar for Task 49]																											
50	Task 8 - Stormwater Pollution Prevention Plan	2 wks	Thu 7/24/25	Wed 8/6/25	[Gantt bars for Task 8 sub-tasks]																											
51	Final Design Report	3 wks	Thu 7/3/25	Wed 7/23/25	[Gantt bar for Task 51]																											
52	City Review	2 wks	Thu 9/4/25	Wed 9/17/25	[Gantt bar for Task 52]																											
53	PHASE 1F: 100% PLANS, SPECS, COST ESTIMATE, CONSTRUCTION DOCS	37 days	Tue 8/26/25	Wed 10/15/25	[Gantt bars for Phase 1F tasks]																											
54	Finalize Improvement Plans	4 wks	Thu 9/18/25	Wed 10/15/25	[Gantt bar for Task 54]																											
55	Final Estimates/Specifications/Bid Schedule	4 wks	Tue 8/26/25	Mon 9/22/25	[Gantt bar for Task 55]																											
56	PHASE 1G: CONSTRUCTION	540 days	Tue 9/23/25	Mon 10/18/27	[Gantt bars for Phase 1G tasks]																											
57	Contractor Selection	3 mons	Tue 9/23/25	Mon 12/15/25	[Gantt bar for Task 57]																											
58	Construction Inspection	24 mons	Tue 12/16/25	Mon 10/18/27	[Gantt bar for Task 58]																											
59	PHASE 2: LOMR	2 wks	Tue 10/19/27	Mon 11/1/27	[Gantt bars for Phase 2 tasks]																											
60	Final Letter of Map Revision Package	1 wk	Tue 10/19/27	Mon 10/25/27	[Gantt bar for Task 60]																											
61	City Review	1 wk	Tue 10/26/27	Mon 11/1/27	[Gantt bar for Task 61]																											
62	LOMR Signature	1 day	Mon 11/1/27	Mon 11/1/27	[Gantt bar for Task 62]																											

East Valley Parkway and Midway Drive Drainage Project

		Michael Baker International								Air X			Allied				Padilla			Balk		Reimbursible Expenses	Total Hours	Total Budget		
		\$2,845,770								\$578,600			\$26,520				\$39,100			\$64,750						
		Senior Project Manager	Design Manager/Senior Engineer	Project Engineer	Design Engineer	Environmental Project Manager	Environmental Staff	Survey Project Manager	2 Man Survey Crew	Pothole Project Manager	Pothole Staff	Field Pothole	Principal	Project Manager	Senior Geotechnical Engineer	Lab Tech	PIC, Strategist	Sr. Associate	Outreach Project Associate	Project Manager	Environmental Staff					
\$305	\$270	\$190	\$135	\$260	\$170	\$270	\$320	\$210	\$150	\$4,000	\$220	\$175	\$160	\$102	\$210	\$190	\$155	\$175	\$140							
Task 1: Project Management																										
1.1	Project Management	400	600																							
Sub-total Labor Hours		400	600	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -					
Task 2: Project Drainage Study and Water Quality Compliance																										
2.1	Hydrology and Hydraulics Report	20	45	385	350																800	\$ 138,650				
2.2	Water Quality Report	20	40	100	120																280	\$ 52,100				
2.3	CLOMR/LOMR	10	12	140	160																322	\$ 54,490				
2.4	SWPPP	4	12	24	40																80	\$ 14,420				
Sub-total Labor Hours		54	109	649	670	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	1482	\$ 259,660			
Task 3: Environmental Approval and Permitting																										
3.1	Cultural Resources Assessment and Tribal Consultations	4				24	100															128	\$ 24,460			
3.2	Air Quality and GHG Technical Study	4				24	100															128	\$ 24,460			
3.3	Noise and Vibration Technical Study	4				24	80															108	\$ 21,060			
3.4	Biological Resources Assessment and Jurisdictional Delineation	4				8												60	200			272	\$ 41,800			
3.5	CEQA Initial Study and Mitigated Negative Declaration	4				50	340															394	\$ 72,020			
3.6	Regulatory Permits – USACE and RWQCB	4				32	100											70	100			306	\$ 52,790			
Sub-total Labor Hours		24	0	0	0	162	720	0	0	0	0	0	0	0	0	0	0	0	130	300	\$ -	1336	\$ 236,590			
Task 4: Plans, Specifications, Schedule Estimate, and Cost Estimate																										
4.1	Topographic Survey	2	8		8	140																\$ 2,500	326	\$ 77,050		
4.2	R/W Mapping	8	32	120	160																	\$ 5,000	434	\$ 92,460		
4.3	Aerial Survey	2	8																			\$ 18,000	46	\$ 31,690		
4.4	Geotechnical Study	2	16	16																		\$ 35,000	206	\$ 69,490		
4.5	30% Plans	40	120	400	1700																	\$ 500	2260	\$ 350,600		
4.6	60% Plans	30	120	700	2300																	\$ 500	3150	\$ 485,550		
4.7	90% Plans	20	60	240	1100																			1420	\$ 216,400	
4.8	100% Plans	20	30	150	600																			800	\$ 123,700	
4.9	Estimate	4	4	10	56																				74	\$ 11,760
4.10	Specs	12	100	20																					132	\$ 34,460
Sub-total Labor Hours		140	498	1664	6056	0	0	150	168	0	0	16	24	92	40	0	0	0	0	0	0	\$ 61,500	8848	\$ 1,493,160		
Task 5: Benefit-Cost Analysis																										
5.1	Cost Benefit	12		60	100																				172	\$ 28,560
Sub-total Labor Hours		12	0	60	100	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	172	\$ 28,560		
Task 6: Utility Coordination																										
6.1	Utility Coordination	30		280	400																	\$ 5,000	710	\$ 121,350		
6.2	Utility Potholing	8		30	80					160	300	125													578	\$ 597,540
Sub-total Labor Hours		38	0	310	480	0	0	0	0	160	300	125	0	0	0	0	0	0	0	0	0	\$ 5,000	1288	\$ 718,890		
Task 7: Public Outreach Plan																										
7.1	Public Outreach	20	30	80												40	80	100				\$ 3,000	350	\$ 71,500		
Sub-total Labor Hours		20	30	80	0	0	0	0	0	0	0	0	0	0	0	40	80	100	0	0	0	\$ 3,000	350	\$ 71,500		
Task 8: Bidding and Construction Support																										
8.1	Bid Support	12		12	36																				60	\$ 10,800
8.2	Construction Support	60	400	900	400																	\$ 3,000	1760	\$ 354,300		
8.3	As-Builts	4		24	180																				208	\$ 30,080
8.4	Water Quality Monitoring (includes QSP/QSD, NOV, Downstream Monitoring)	40		600	100																				740	\$ 139,700
Sub-total Labor Hours		116	400	1536	716	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 3,000	2768	\$ 534,880		
TOTAL		804	1637	4299	8022	162	720	150	168	160	300	16	24	92	40	40	80	100	130	300	\$ 72,500	17,244	\$ 3,627,240			