



THE CITY OF SAN DIEGO
REPORT TO THE CITY COUNCIL

DATE ISSUED: September 8, 2010

ATTENTION: Land Use and Housing Committee of September 15, 2010

SUBJECT: AGREEMENT WITH CIVITAS FOR PROFESSIONAL PLANNING
CONSULTING SERVICES

REQUESTED ACTION:

Recommend that the City Council authorize the Mayor, or his designee, to execute an agreement with Civitas, Inc. to provide professional planning consultant services for the Chollas Triangle Master Plan.

Recommend that the City Council authorize the expenditure in an amount not to exceed \$436,000 for the purpose of executing the agreement for the Chollas Triangle Master Plan primary consultant contract.

That this activity is statutorily exempt from CEQA as a planning activity pursuant to CEQA guidelines section 15062.

STAFF RECOMMENDATION:

Recommend approval of the requested actions.

SUMMARY:

CPCI has been awarded a SANDAG Smart Growth Incentive Program Grant (SGIP) to develop a Master Plan for the Chollas Triangle (Attachment 1). The general purpose of the Master Plan process is to provide a long-term, implementable vision for the Chollas Triangle site within the Eastern Area of the Mid-City Communities Plan. The goals of the Master Plan process will be: to ensure consistency between the community's land use policies and the General Plan; to develop an infrastructure strategy; to apply appropriate zoning consistent with plan policies; and to establish community specific policies that are organized and formatted to compliment the General Plan and its elements.

The Chollas Triangle Master Plan will provide specific land use and mobility recommendations to encourage a mixed-use transit-oriented village supported by public/civic/park space, open space, and creek enhancements within the approximate 36 acre Chollas Triangle Site. The Master Plan will also address implementation, feasibility, and urban design issues associated with creating a village in an urban setting. It will also focus on providing guidance for roadway,

sidewalk, and streetscape improvements to enhance multimodal mobility and safety for pedestrians, bicyclists, automobile drivers, and transit riders. The goal of the project is to incorporate the land use recommendations into the Mid-City Communities Plan to allow future development consistent with the Master Plan.

The City of San Diego conducted a competitive bidding process (via RFP solicitation; Attachment 2) for the selection of a primary consultant to assist staff in facilitating the plan update process. The RFP was advertised on the City's website. The City received a total of eight submittals for the RFP. A Technical Evaluation Committee consisting of city staff and designated community representatives was formed to evaluate, interview, and rank the various firms. The technical evaluation committee completed a comprehensive review of the technical and price proposals submitted in response to the solicitation. The technical evaluation was completed first without the pricing proposals. The technical criteria used by the committee for the technical evaluation of the proposals included qualifications, experience; past performance (as indicated by references); and oral presentations for interviews and establishment of rapport with key consultant team personnel. In accordance with the solicitation, technical merit was given a greater weight than price.

As a result of the bidding process, the City has selected Civitas consultants to provide professional planning services to complete a Master Plan for the Chollas Triangle. Civitas's firm for this contract is represented by JJ Folsom, who will serve as the primary consultant project manager for the plan update. Other members of the Civitas team will include Fehr + Peers (mobility analysis), AECOM (environmental analysis), and MR+E (market and fiscal analysis).

In accordance with the solicited scope of work for this contract, the consultant will be required to provide a variety of professional services with regard to completing the Chollas Triangle Master Plan (Attachment 3). These services will include the following:

- Project management and administration
- Community outreach and participation (public workshops, charrette)
- Existing conditions analysis
- Analysis of land use alternatives
- Preparation of the Master Plan Concepts
- Economic and Market Analysis
- Preparation of environmental documents and special technical studies

EQUAL OPPORTUNITY CONTRACTING:

Civitas, Inc has a current and completed Equal Opportunity Contracting (EOC) Workforce Report on file with the City. This agreement is subject to the City's Equal Opportunity Contracting (San Diego No. 18173, Section 22.2701 through 22.2708) and Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Section 22.3501 through 22.3517).

FISCAL CONSIDERATION:

The total cost of Civitas services would not exceed \$436,000. Funding for this consultant contract is currently available in Fund No. 200357 (previously Fund No. 98250) via a prior year (2008) transfer of \$225,000 of Redevelopment Funds to CPCI - Planning Division for the specific purpose of funding all components of the plan update process (Refer to "Previous Council Action"). The other funding sources to complete the Master Plan are comprised of

SANDAG Grant funding, which totals \$225,000, and in-kind staff costs, which totals \$55,000. The total funding available for this project is \$450,000. The balance of the funds not allocated for consultant costs will cover review costs by non-General Fund City staff.

PREVIOUS COUNCIL and/or COMMITTEE ACTION:

On February 12, 2008, the San Diego Redevelopment Agency authorized the transfer of up to \$225,000 of redevelopment funds to the City via Fund 600001, and Fund 200357 (previously Fund No. 98250) for the specific purpose of financing costs associated with facilitating the implementation of the SGIP Grant for the Chollas Triangle Master Plan; and authorized the Controller to appropriate the fund transfer. The other funding sources to complete the Master Plan are comprised of SANDAG Grant funding, which totals \$225,000, and in-kind staff costs, which totals \$55,000. The total funding available for this project is \$450,000. Of the total amount, \$436,000 will be used to execute a contract with the Master Plan primary consultant (Civitas). The balance of the funds not allocated for consultant costs will cover review costs by non-General Fund City staff.

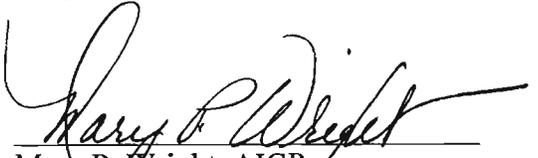
COMMUNITY PARTICIPATION and PUBLIC OUTREACH EFFORTS:

Two community members, one community planning group representative and one project area committee representative, served as participants on the technical evaluation committee. The City in conjunction with the respective community planning groups will be forming a stakeholders' advisory committee to convene the public forum for input and advisory recommendations to the City relative to the community plan amendment. In addition, several workshops and a charrette will be held to ensure that the public and stakeholders have an opportunity to participate in the focused amendment of this community plan.

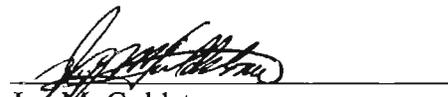
KEY STAKEHOLDERS and PROJECTED IMPACTS (if applicable):

Key stakeholders within the community that are likely to be involved in the development of the Master Plan include but are not limited to: Eastern Area Communities Planning Committee, Crossroads Project Area Committee, WalkSanDiego, Health Equity by Design, Projecto de Casas Saludables, City Heights Community Development Corporation, LISC San Diego, and the International Rescue Committee.

Respectfully submitted,



Mary P. Wright, AICP
Deputy Director
City Planning & Community Investment



Jay M. Goldstone
Chief Operating Officer

ANDERSON/WRIGHT/MJP

Attachment(s):

1. Vicinity Map
2. Request for Proposals Advertisement
3. Agreement with IBI Group



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CERTIFICATE OF PUBLICATION

Toni Thompson
City of San Diego/Purchasing & Contracting
1200 Third Avenue, Suite 200, MS 56P
SAN DIEGO CA 92101

F - 100000
CC - 1012, 1011

IN THE MATTER OF

H105033

CASE NO.

CITY OF SAN DIEGO
CITY PLANNING & COMMUNITY INVESTMENT DEPARTMENT
REQUEST FOR PROPOSAL
FOR
CHOLLAS TRIANGLE MASTER PLAN (H105033)

The City of San Diego (City) is requesting proposals from highly qualified planning services firms for consultant services for Chollas Triangle Master Plan (H105033).

It is the policy of the City to provide equal opportunity in its planning services professional services contracts. Toward this end, proposals from small businesses, disabled owned businesses, women owned businesses, firms owned by African-Americans, American Indians, Asian-Americans, Filipinos, and Latinos, and local firms are strongly encouraged. Prime consultants are encouraged to subconsult or joint venture with these firms. The City endeavors to do business with firms sharing the City's commitment to equal opportunity and will not do business with any firm that discriminates on the basis of race, religion, color, ancestry, age, gender, sexual orientation, disability, medical condition or place of birth. This project has a voluntary Subcontracting Participation Level (SPL) goal of 15%. SPL goals are achieved by contracting with any combination of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), Disadvantaged Business Enterprises (DBE), Disabled Veteran Business Enterprises (DVBE) or Other Business Enterprises (OBE) at the prime or subcontractor level. Definitions of MBE, WBE, DBE, DVBE and OBE are contained in the Request for Proposals (RFP). Attainment of the SPL goal is strongly encouraged, but strictly voluntary.

The City of San Diego will ensure that full access to programs, services, meetings and activities comply with Section 504, Title V, of the Rehabilitation Act and Americans with Disabilities Act (ADA) 1990, Public Law 101-336.

In-depth knowledge and a strong understanding of the local environment, and a local presence for interfacing with the City's project management staff are essential to the successful completion of this project. The proposal must address the consultant's knowledge and understanding of: the City and other local agencies regulations and policies; local environment; and local building codes and other criteria. The proposal must also address how the consultant plans to interface with the City's project management staff and the consultant's workforce in San Diego County.

All proposals submitted must be in full accord with the Request for Proposal (RFP) which can be obtained by requesting the RFP via email from John Mendivil, Consultant Services Coordinator, at:

jmendivil@saniego.gov
City of San Diego, Purchasing & Contracting Department
1200 Third Avenue, Suite 200
San Diego, CA 92101.

When requesting the RFP, please refer to the specific project title and number, Chollas Triangle Master Plan (H105033). For questions about RFP procedures please call John Mendivil at (619) 235-5855.

A pre-proposal conference will be held on Thursday, February 18, 2010, 9:00:00 AM, at Purchasing & Contracting, Large Conference Room, 1200 Third Avenue, Suite 200, San Diego, CA 92101. It is strongly recommended that all interested parties attend. For more information, assistance, to request an agenda in alternative format, or to request a sign language or oral interpreter for the meeting, please contact Tait Galloway, at 619-533-4550 at least five working days prior to the meeting to ensure availability.

Proposals are due no later than 5:00 p.m. Friday, March 12, 2010, at the location stated in the RFP. This RFP does not commit the City to award a contract or to defray any costs incurred in the preparation of a proposal pursuant to this RFP. The City reserves the right to accept or reject any or all proposals received as a result of this RFP. The City also reserves the right to revise this RFP, including but not limited to the pre-proposal conference date and the proposal due date. If the City revises the RFP, all RFP holders of record will be notified in writing by the City.

Summary Scope of Services

The Chollas Triangle Master Plan will provide specific land use and mobility recommendations to encourage mixed-use transit-oriented village supported by park, open space, and creek enhancements within the approximate 36 acre Chollas Triangle Site. The Master Plan would also address implementation, feasibility, and urban design issues associated with creating a village in an urban setting. It will also focus on providing guidance for roadway, sidewalk, and streetscape improvements to enhance multimodal mobility and safety for pedestrians, bicyclists, automobile drivers, and transit riders. The Master Plan will identify improvements along University Avenue and 54th Street and the potential to convert Chollas Parkway into open space

I, Cathy L. Krueger, am a citizen of the United States and a resident of the county aforesaid; I am over the age of eighteen years, and not party to or interested in the above entitled matter. I am the principal clerk of the San Diego Transcript, a newspaper of general circulation, printed and published daily, except on Saturdays and Sundays, in the City of San Diego, County of San Diego and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of San Diego, State of California, under the date of January 23, 1909, Decree No. 14894; and the

Request for Proposal

is a true and correct copy of which the annexed is a printed copy and was published in said newspaper on the following date(s), to wit:

February 4

I certify under penalty of perjury that the forgoing is true and correct.

Dated at San Diego, California this February 4, 2010

Cathy L. Krueger
Signature

and recreational amenity with a pedestrian and bicycle path. The project will provide the environmental analysis needed to implement the Master Plan recommendations. The goal of the project is to incorporate the land use recommendations into the community plan to allow future development consistent with the Master Plan. The project site is located in a SANDAG planned Smart Growth area, Crossroads Redevelopment Project Area, and San Diego Regional Enterprise Zone. Both University Avenue and 54th Street are served by an existing high frequency bus service and are planned for Rapid Bus service. This planning effort will provide residents, property and business owners, and decision makers with the opportunity to examine and plan for the future character of the Chollas Triangle Site. The remainder of the Scope of Services is contained in the Request for Proposal for Chollas Triangle Master Plan (H105033), as Exhibit A to the Draft Agreement. Pub. February 04-00069606

CITY OF SAN DIEGO
CITY PLANNING & COMMUNITY INVESTMENT
DEPARTMENT
REQUEST FOR PROPOSAL
FOR
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(H105033)

La Prensa

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Summary Scope of Services

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Published: 2/5/2010

La Prensa San Diego

**AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND
CIVITAS, INC.
FOR
CHOLLAS TRIANGLE MASTER PLAN**

**CIVITAS, INC.
FOR
CHOLLAS TRIANGLE MASTER PLAN**

CONTRACT NUMBER: H105033

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CONSULTANT LUMP SUM AGREEMENT EXHIBITS

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

**LUMP SUM AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND CIVITAS, INC.
FOR CONSULTANT SERVICES**

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

RECITALS

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

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

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

ARTICLE I

CONSULTANT SERVICES

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

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

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

1.3 City Modification of Scope of Services. The City may, without invalidating this Agreement, order changes in the Scope of Services by altering, adding to or deducting from the Professional Services to be performed. All such changes shall be in writing and shall be performed in accordance with the provisions of this Agreement. If any such changes cause an increase or decrease in the Consultant's cost of, or the time required for, the performance of any of the Professional Services, the Consultant shall immediately notify the City. If the City deems

it appropriate, an equitable adjustment to the Consultant's compensation or time for performance may be made, provided that any adjustment must be approved by both Parties in writing in accordance with Section 9.1 of this Agreement.

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

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

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

ARTICLE II

DURATION OF AGREEMENT

2.1 Term of Agreement. This Agreement shall be effective on the date it is executed by the last Party to sign the Agreement, and approved by the City Attorney in accordance with San Diego Charter Section 40. Unless otherwise terminated, it shall be effective until completion of the Scope of Services or January 1, 2013 whichever is the earliest but not to exceed five years unless approved by City ordinance.

2.2 Time of Essence. Time is of the essence for each provision of this Agreement, unless otherwise specified in this Agreement. The time for performance of the Scope of Services (Exhibit A) is set forth in the Time Schedule (Exhibit C).

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

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

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

2.6 City's Right to Terminate for Convenience. The City may, at its sole option and for its convenience, terminate all or any portion of the Services agreed to pursuant to this Agreement by giving written notice of such termination to the Consultant. Such notice shall be delivered by certified mail with return receipt for delivery to the City. The termination of the Services shall be effective upon receipt of the notice by the Consultant. After termination of this Agreement, the Consultant shall complete any and all additional work necessary for the orderly filing of documents and closing of the Consultant's Services under this Agreement. For services satisfactorily rendered in completing the work, the Consultant shall be entitled to fair and reasonable compensation for the Services performed by the Consultant before the effective date of termination. After filing of documents and completion of performance, the Consultant shall

deliver to the City all documents or records related to the Consultant's Services. By accepting payment for completion, filing and delivering documents as called for in this paragraph, the Consultant discharges the City of all of the City's payment obligations and liabilities under this Agreement.

2.7 City's Right to Terminate for Default. If the Consultant fails to satisfactorily perform any obligation required by this Agreement, the Consultant's failure constitutes a Default. A Default includes the Consultant's failure to adhere to the Time Schedule. If the Consultant fails to satisfactorily cure a Default within ten calendar days of receiving written notice from the City specifying the nature of the Default, the City may immediately cancel and/or terminate this Agreement, and terminate each and every right of the Consultant, and any person claiming any rights by or through the Consultant under this Agreement. The rights and remedies of the City enumerated in this Section are cumulative and shall not limit, waive, or deny any of the City's rights under any other provision of this Agreement. Nor does this Section otherwise waive or deny any right or remedy, at law or in equity, existing as of the date of this Agreement or hereinafter enacted or established, that may be available to the City against the Consultant.

ARTICLE III

COMPENSATION

3.1 Amount of Compensation. The City shall pay the Consultant for performance of all Professional Services rendered in accordance with this Agreement, including reasonably related expenses, in a lump sum amount not to exceed \$436,000.00. The compensation for the Scope of Services shall not exceed \$436,000.00, and the compensation for Additional Services (described in Section 3.2), if any, shall not exceed \$0.00.

3.2 Additional Services. The City may require that the Consultant perform additional Professional Services [Additional Services] beyond those described in the Scope of Services [Exhibit A]. Prior to the Consultant's performance of Additional Services, the City and the Consultant must agree in writing upon a fee for the Additional Services, including reasonably related expenses, in accordance with the Compensation and Fee Schedule (Exhibit B). The City will pay the Consultant for the performance of Additional Services in accordance with Section 3.3.

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

3.4 Additional Costs. Additional Costs are those costs that can be reasonably determined to be related to the Consultant's errors or omissions, and may include Consultant, City, or Subcontractor overhead, construction, materials, demolition, and related costs. The Consultant shall not be paid for the Professional Services required due to the Consultant's errors

or omissions, and the Consultant shall be responsible for any Additional Costs associated with such errors or omissions. These Additional Costs may be deducted from monies due, or that become due, to the Consultant. Whether or not there are any monies due, or becoming due, the Consultant shall reimburse the City for Additional Costs due to the Consultant's errors or omissions.

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

ARTICLE IV

CONSULTANT'S OBLIGATIONS

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

4.2 Right to Audit.

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

4.2.2 Audit. The City's Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that the City determines are necessary to discover and verify that the Consultant or Subcontractor is in compliance with all requirements under this Agreement.

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

4.2.2.1.1 Accounting Records. The Consultant and all subcontractors shall maintain complete and accurate records in accordance with generally

accepted accounting practices in the industry. The Consultant and Subcontractors shall make available to the City for review and audit, all Service related accounting records and documents, and any other financial data. Upon the City's request, the Consultant and Subcontractors shall submit exact duplicates of originals of all requested records to the City.

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

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

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

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

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

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

4.3.1.2 Commercial Automobile Liability. For all of the Consultant's automobiles including owned, hired and non-owned automobiles, the Consultant shall keep in full force and effect, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury

and property damage for a combined single limit of \$1 million per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

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

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

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

4.3.3 Acceptability of Insurers.

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

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

4.3.4 Required Endorsements

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

4.3.4.1 Commercial General Liability Insurance Endorsements

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

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

4.3.4.2 Automobile Liability Insurance Endorsements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.6 Non-Discrimination Requirements.

4.6.1 Compliance with the City's Equal Opportunity Contracting Program. The Consultant shall comply with the City's Equal Opportunity Contracting Program Consultant

Requirements [Exhibit D]. The Consultant shall not discriminate against any employee or applicant for employment on any basis prohibited by law. The Consultant shall provide equal opportunity in all employment practices. The Consultant shall ensure that its Subcontractors comply with the City's Equal Opportunity Contracting Program Consultant Requirements. Nothing in this Section shall be interpreted to hold the Consultant liable for any discriminatory practice of its Subcontractors.

4.6.2 Non-Discrimination Ordinance. The Consultant shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of Subcontractors, vendors or suppliers. The Consultant shall provide equal opportunity for Subcontractors to participate in subcontracting opportunities. The Consultant understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions. This language shall be in contracts between the Consultant and any Subcontractors, vendors and suppliers.

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

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

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

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

4.7.2.1 The dangers of drug abuse in the work place.

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

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

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

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

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

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

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

4.9.1 If, in performing the Services set forth in this Agreement, the Consultant makes, or participates in, a "governmental decision" as described in Title 2, section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for the City that would otherwise be performed by a City employee holding a position specified in the department's conflict of interest code, the Consultant shall be subject to a conflict of interest code requiring the completion of one or more statements of economic interests disclosing the Consultant's relevant financial interests. The determination as to whether any individual members of the Consultant's organization must make disclosures of relevant financial interests is set forth in the Determination Form (Exhibit I).

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

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

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

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

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

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

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

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

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

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

ARTICLE V

RESERVED

ARTICLE VI

INDEMNIFICATION

6.1 Indemnification and Hold Harmless Agreement. With respect to any liability, including but not limited to claims asserted or costs, losses, attorney fees, or payments for injury to any person or property caused or claimed to be caused by the acts or omissions of the Consultant, or Consultant's employees, agents, and officers, arising out of any services performed under this Agreement, the Consultant agrees to defend, indemnify, protect, and hold harmless the City, its agents, officers, and employees from and against all liability. Also covered is liability arising from, connected with, caused by, or claimed to be caused by the active or passive negligent acts or omissions of the City, its agents, officers, or employees which may be in combination with the active or passive negligent acts or omissions of the Consultant, its employees, agents or officers, or any third party. The Consultant's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or sole willful misconduct of the City, its agents, officers or employees.

ARTICLE VII

MEDIATION

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

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

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

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

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

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

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

7.4.1 Both Parties must have an authorized representative attend the mediation. Each representative must have the authority to recommend entering into a settlement. Either Party may have attorney(s) or expert(s) present. Upon reasonable demand, either Party may request and receive a list of witnesses and notification whether attorney(s) will be present.

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

ARTICLE VIII

INTELLECTUAL PROPERTY RIGHTS

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

8.2. Rights in Data. All rights (including, but not limited to publication(s), registration of copyright(s), and trademark(s) in the Deliverable Materials, developed by the

Consultant, including its employees, agents, talent and independent Subcontractors pursuant to this Agreement are the sole property of the City. The Consultant, including its employees, agents, talent, and independent Subcontractor(s), may not use any such Product mentioned in this article for purposes unrelated to Consultant's work on behalf of the City without prior written consent of the City.

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

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

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

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

8.7 Intellectual Property Warranty and Indemnification. Consultant represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this contract are either original, not encumbered and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public

domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Consultant to produce, at Consultant's own expense, new non-infringing materials, deliverables or Works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Consultant further agrees to indemnify and hold harmless the City, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages of any type alleging or threatening that any materials, deliverables, supplies, equipment, services or Works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claims of Infringement). If a Third Party Claim of Infringement is threatened or made before Consultant receives payment under this contract, City shall be entitled, upon written notice to Consultant, to withhold some or all of such payment.

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

8.9 Ownership of Documents. Once the Consultant has received any compensation for the Professional Services performed under this Agreement, all documents, including but not limited to, original plans, maps, studies, sketches, drawings, computer printouts and disk files, and specifications prepared in connection with or related to the Scope of Services or Professional Services, shall be the property of the City.

ARTICLE IX

MISCELLANEOUS

9.1 Notices. In all cases where written notice is required under this Agreement, service shall be deemed sufficient if the notice is deposited in the United States mail, postage paid. Proper notice shall be effective on the date it is mailed, unless provided otherwise in this Agreement. For the purpose of this Agreement, unless otherwise agreed in writing, notice to the City shall be addressed to: City Planning & Community Investment Department, 202 C Street, San Diego, CA 92101, Attn: Michael Prinz, Senior Planner, MS4A and notice to the Consultant shall be addressed to: Civitas, Inc., 1200 Bannock Street Denver, Colorado 80204.

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

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

9.4 Independent Contractors. The Consultant and any Subcontractors employed by the Consultant shall be independent contractors and not agents of the City. Any provisions of this

Agreement that may appear to give the City any right to direct the Consultant concerning the details of performing the Services, or to exercise any control over such performance, shall mean only that the Consultant shall follow the direction of the City concerning the end results of the performance.

9.5 Consultant and Subcontractor Principals for Consultant Services. It is understood that this Agreement is for unique Professional Services. Retention of the Consultant's Professional Services is based on the particular professional expertise of the following members of the Consultant's organization: Mark Johnson and J.J. Folsom [Project Team]. Accordingly, performance of Professional Services on the Project may not be delegated to other members of the Consultant's organization or to Subcontractors without the prior written consent of the City. It is mutually agreed that the members of the Project Team are the principal persons responsible for delivery of all Professional Services and may not be removed from the Project without the City's prior written approval. Removal of any member of the Project Team without notice and approval by the City may be considered a default of the terms and conditions of this Agreement by the Consultant. In the event any member of the Project Team becomes unavailable for any reason, the City must be consulted as to any replacement. If the City does not approve of a proposed replacement, the City may terminate this Agreement pursuant to section 2.6 of this Agreement. Further, the City reserves the right, after consultation with the Consultant, to require any of the Consultant's employees or agents to be removed from the Project.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

control. Each Party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Agreement.

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

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

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

9.23 Vendor Registration. All consultants wishing to conduct business with the City of San Diego, or those intending to compete for City contracts, must submit a completed Vendor Registration Form (Exhibit G) to the City of San Diego's Purchasing & Contracting Department. This form must be received by the City prior to competing for or being awarded any contracts.

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

The remainder of this page has intentionally been left blank.

IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor, pursuant to R - _____, authorizing such execution, and by the Consultant pursuant to Corporate Authority.

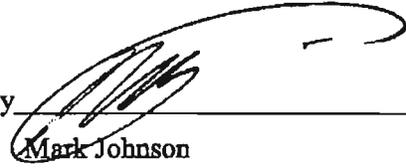
Dated this _____ day of _____, _____.

THE CITY OF SAN DIEGO
Mayor or Designee

By _____

I HEREBY CERTIFY I can legally bind Civitas, Inc. and that I have read all of this Agreement, this 31 day of August, 2010.

By _____



Mark Johnson
Principal-In-Charge

I HEREBY APPROVE the form and legality of the foregoing Agreement this _____ day of _____, _____.

JAN I. GOLDSMITH, City Attorney

By _____

Deputy City Attorney

CONSULTANT LUMP SUM AGREEMENT EXHIBITS

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

SCOPE OF SERVICES

CHOLLAS TRIANGLE MASTER PLAN

1.0 BACKGROUND

1.0 SCOPE INTRODUCTION

The Chollas Triangle Master Plan will provide specific land use and mobility recommendations to encourage a mixed-use transit-oriented village supported by public/civic/park space, open space, and creek enhancements within the approximate 36 acre Chollas Triangle Site. The Master Plan will also address implementation, feasibility, and urban design issues associated with creating a village in an urban setting. It will also focus on providing guidance for roadway, sidewalk, and streetscape improvements to enhance multimodal mobility and safety for pedestrians, bicyclists, automobile drivers, and transit riders. The Master Plan will identify improvements along University Avenue and 54th Street and the potential to convert all or a portion of Chollas Parkway into open space and recreational amenity with a pedestrian and bicycle path. The project will provide the environmental analysis needed to implement the Master Plan recommendations. The goal of the project is to incorporate the land use recommendations into the Mid City community plan to allow future development consistent with the Master Plan. The project site is located in a SANDAG planned Smart Growth area, Crossroads Redevelopment Project Area, and San Diego Regional Enterprise Zone. Both University Avenue and 54th Street are served by an existing high frequency bus service and are planned for Rapid Bus service. This planning effort will provide residents, property and business owners, and decision makers with the opportunity to examine and plan for the future character of the Chollas Triangle Site.

2.0 PROJECT ADMINISTRATION

Civitas will participate in all necessary staff and agency meetings and public hearings related to the Chollas Triangle Master Plan. Subconsultants will attend City staff meetings when necessary. Monthly coordination meetings with City staff are assumed to take place by phone conferences or webinars when presentation review is necessary. Civitas will make a concerted effort to schedule monthly coordination meetings on the same dates that we are expected to be in San Diego for working group meetings and workshops. On a bimonthly basis, Civitas will update the project schedule and provide verbal and e-mail updates addressing the work progress, schedule, action items, and budget.

Working with the City's project manager, Civitas will prepare all meeting agendas and meeting minutes for all regularly scheduled project meetings. All minutes will be created and distributed within one week following the meeting. Civitas will submit monthly progress reports with our invoices that summarize prime and sub-consultant charges based on percentage of tasks completed per the compensation spreadsheet as well as provide an assessment of work progress. Civitas will provide all internal quality control for all the project deliverables prior to being submitted to the City or the public.

Deliverables

Project schedule, meeting agendas, minutes, monthly progress reports

3.0 COMMUNITY OUTREACH / PARTICIPATION

Civitas will provide input to the City regarding the formation of a Working Group composed of stakeholders and community members. Mark Johnson of Civitas will be the team's community outreach leader and facilitator to conduct all community meetings, workshops, charrette, and informal presentations.

Civitas's approach to the outreach component of the project is to prepare and carry out an inclusive, transparent, highly interactive and consensus based public involvement plan to engage residents of the Chollas Triangle area, business and property owners, non-profit organizations, community groups and other interested stakeholders. Civitas's team recognizes a plan prepared with open and active involvement from the citizens who live and work in the area is most likely to gain support and be successful. In close coordination with the City's Project Manager and associated staff, Civitas's team will assist with the formation of a Working Group that will meet at least six times during the course of the planning effort, anticipated to be between 18 and 24 months. Civitas proposes to kickoff the Working Group meetings by developing a vision to guide the project. The participation plan will outline a strategy and schedule for carrying out each of the outreach activities listed in the RFP such as two one-day workshops, a two & half-day design charrette, walk audit, and visual preference survey. Civitas will prepare the necessary materials and coordinate with the Project Manager on any needed flexibility to enable Civitas to easily make adjustments to the approach when necessary.

Mr. Johnson will be the primary facilitator at project working group meetings, workshops, and the charrette. Civitas will prepare the agendas and minutes for the project working group workshops and charrette and will play the lead role in preparing all presentations for meetings, workshops, the charrette, and the materials for the City's project website.

Meeting notices and distribution will be prepared by Civitas and approved by the City in advance of all meetings. The City will provide assistance in the preparation of the project contact and mailing list; and will assist in defining and scheduling the venue for meetings within the neighborhood. Other project meetings not including the public or stakeholders will take place at City offices. Website notification will also be provided on the project for the community planning group meetings, workshops, and the charrette. The City will provide assistance in establishing a project page on the City's website including maintenance of the page content. Content will be provided by Civitas in digital form. Civitas will assist the City in responding to inquiries and comments made on the website, in coordination with the City. The communities surrounding the site that will be included are: Redwood Village, El Cerrito, Chollas Creek, Rolando, and Oak Park. The community organizations include The Crossroads Redevelopment Area Public Advisory Committee (PAC), Eastern Area Planning Committee, and Redwood Village Community Council.

Deliverables

Outreach plan; materials for City's website; meeting materials, meeting agendas & minutes; meeting notification; summary reports for charrette & workshops; meeting facilitation.

4.0 EXISTING CONDITIONS ANALYSIS

The Civitas team will review and analyze all the existing plans that include the Chollas Triangle including but not limited to: San Diego General Plan, Mid City Community Plan, San Diego Transit-Oriented Development Design Guidelines, SANDAG's Planning and Design for Pedestrians and Smart Growth Design Guidelines, Crossroads Redevelopment Project Area and Redevelopment Plan, and The Chollas Creek Enhancement Program. The City will provide all base mapping necessary for the Master Plan using a combination of GIS and AutoCAD Map with data provided by the City. Civitas will coordinate with the City to determine as to the content and scale of the

maps. The City will provide base maps using existing information that is available within the City's GIS system for roads, infrastructure, and similar existing conditions.

Due to the walkable size of the study area, Civitas and the team will conduct a detailed photo survey and visual analysis of the site to identify character, place, public space, recreational and cultural assets, as well as development opportunities and constraints. Civitas will prepare a presentation that demonstrates the character of the community. This presentation will include the consultant team's initial thoughts on the constraints and opportunities that will be vetted in the early Working Group meetings.

This work will be presented in a series of maps, memos and diagrams identifying:

- previous report relevancy: analyses, concepts, and recommendations that continue to be valid or, due to changed conditions, are no longer valid (Civitas)
- existing infrastructure and utilities (City)
- urban design framework: subareas, places, centers, landmarks, edges, good streets, barriers, gateways, and views (Civitas)
- urban form, transitions between the site and adjoining neighborhoods, and density patterns (Civitas)
- public realm framework: parks, plazas, open spaces, streetscape improvements, pedestrian, bicycle and trail connections and hierarchies (Civitas)
- climate impact, land form, water; existing trees and landscaping (Civitas)
- key land uses, destinations, existing public facilities serving the area, and development (Civitas)
- existing zoning the allowable build-out of the site under current zoning (Civitas)
- areas of stability and areas of change (Civitas)
- assets and liabilities of existing urban design framework (Civitas)

Public Facilities Assessment

The Civitas team, with assistance from City Facilities Financing and Park Planning Staff, will analyze the need for new public facilities including schools, libraries, fire stations, police, new roadway and pedestrian infrastructure, park lands, open space, recreation facilities, and senior citizen facilities.

Existing Infrastructure

Information will be obtained from the City or appropriate agencies regarding the City's water and sewer master plans, the City's water and sewer model, project parcel's assigned manholes/junctions in the models, existing land use designations, water demands, and sewer loadings.

The City will provide models that can be made available in a format that can be used and imported into software used by the Civitas team and include scenarios for peak wet weather flows (sewer), maximum day conditions (water), and peak hour conditions (water). The City will assist the Civitas team in making the use these models efficient and will not require new data to be developed and input into the models by the Civitas team other than coordinating to establish the assumptions and parameters that will be set for the project.

A hydraulic analysis for water will include:

- Peak hour analysis and calculate available system pressures in vicinity of the project.
- Maximum day analysis and calculate available fire flows within the area.
- Review water master plan and water storage / pumping requirements for the pressure zone feeding the project.

A Hydraulic Analysis for sewer will include a trunk sewer analysis to determine peak wet weather flows, d/D ratios, design capacity, required additional capacity, and required replacement diameters for pipeline downstream of the project. The City will assist the Civitas team in making the use these models efficient and will

not require new data to be developed and input into the models by the Civitas team other than coordinating to establish the assumptions and parameters that will be set for the project.

A water and sewer analysis summary section will be prepared for the Existing Conditions Report.

Existing Market Assessment

The Civitas team will report on the conditions of the public realm as they affect the marketability and suitability for development at the Chollas Triangle site. This study will provide a qualitative assessment of key factors for success in the project area and identify conditions that need to be corrected.

The Civitas team will undertake a comprehensive analysis of existing land values and business volumes within the plan and relevant market area. Specifically, Civitas will determine the existing conditions and historic trends for the following data points:

- Socioeconomic and demographic data for the plan area and surrounding markets
- Labor force occupation and income data for plan area and surrounding markets
- Taxable retail sales
- Recent real estate transactions and development applications

This task will utilize information from a broad variety of primary data sources ranging from County Assessor's data, State Board of Equalization records, and U.S. Bureau of Labor Statistics records through the California Economic Development Department Labor Market Information. Characteristics we will review include population, households, age distribution, income distribution, and educational attainment. The Civitas team will prepare a detailed inventory of the size, location, and tenant mix of projects currently within the market, with a focus on identifying those land uses which service both residents and visitors. Based and coordinated with the findings of the market conditions, the Civitas team will prepare a forecast of total supportable square foot of retail uses by type, and identify their land use requirements and key development opportunities within the planning district. The following uses will be analyzed: commercial/office, retail, multi-unit housing, and others as indicated by research. This analysis will be compiled in statistical form and presented as an interim working product for review by the client group at the completion of this task. Preliminary recommendations for development opportunities and initiatives will also be inventoried and presented.

Existing Mobility Conditions

The Civitas team will evaluate and map the existing mobility conditions within the Chollas Triangle Master Plan study area, beginning by working with City Mobility Planning staff to refine the scope and study area. Data collection will be undertaken as detailed under 4.1.11.2 in the Request For Proposal Scope of Services for the Chollas Triangle Master Plan, with volume counts assumed at up to 16 intersections (AM and PM peak hours, including bicycle & pedestrian) and 16 roadway segments, as well as additional peak-period (2-hr) bicycle and pedestrian counts at up to 10 locations. The City will coordinate with the Civitas team to provide any existing data or information from other recent or ongoing studies that may reduce the amount of data input or analysis required for this project. Opportunities and constraints for pedestrian, bicycle, transit, and automobile modes of travel will be identified, as well as issues associated with parking and truck access. Crash data will also be assembled and provide the basis for conduct of a safety analyses for the study area. This effort will involve review of the City's Pedestrian and Bicycle Master Plans, close coordination with SANDAG and MTS, and utilize available information from the University Avenue, 54th St. to 68th St. Mobility Plan. The existing mobility conditions will be documented in the existing conditions report. This will include level and quality of service for all modes of travel, safety and collision analyses, and opportunity and constraint evaluation.

All of the previously described analysis will be summarized in an existing conditions report for the project site. This report will include a detailed narrative, maps, tables and charts. Ten printed and electronic copies will be provided to the City.

5.0 CHOLLAS TRIANGLE MASTER PLAN CONCEPTS

Through the Initial Working Group meetings, the team will prepare a prioritized set of issues and goals for the Master Plan. These issues and goals will lead to the creation of a land use and urban design vision statement that will guide the character of the Chollas Triangle for the community. The Master Plan will include opportunities to integrate the policies of the Conservation Element of the City of San Diego's General Plan, by proposing sustainable, green infrastructure systems that integrate green technologies, promote energy efficiency, consider storm water pre-treatment approaches, improve water conservation, preserve and expand wildlife habitat, and contribute to the mitigation of the urban heat island through microclimatic modifications. Infrastructure improvements will also consider safe alternative pedestrian connections and integrate alternative modes of transportation.

Civitas will lead the team in preparation of a visual preference survey. Through the use of images of development and land uses around the country we will explore a range of patterns, heights, densities, massing strategies, and view corridors to provide a better understanding of components of the options. Using street cross sections and perspective sketches we can display a sense of the potential street character. With photographs of buildings, streets, and public space precedents, we can express the potential architectural character, style, and scale as a baseline of the potential architectural character for the Chollas Triangle. The preferences identified by the Working Group and community can then form the basis for the urban design guidelines for the community and this will assist with determining a preferred land use scenario.

Building upon the existing site analysis and photo survey, the team will analyze the character of the built environment in and surrounding the study area, paying particular attention to the relationship of the Chollas Creek natural environment and the existing urban environment. The team will identify opportunities to improve Chollas Creek to create an amenity for future site users and the surrounding neighborhoods. This may include public recreation, park, and civic space. In addition, Civitas will prepare an alternative(s) that closes all or a portion of Chollas Parkway to automobile traffic.

Following the analysis of the urban design constraints and previous studies, the team will generate a series of diagrams illustrating the potential opportunities that will inform the scale and pattern of new streets, alleys, pedestrian and vehicular connections, as well as internal circulation. Transition strategies will be developed to reduce bulk and scale impacts to adjacent uses. These include but are not limited to building setbacks and upper floor step backs, varying spacing between buildings, variety of build-to lines, open space buffers, and a variety of building heights and massing.

Projected Market Evaluation

Based on the analysis of existing conditions the Civitas team will forecast market demand and real estate absorption for the Chollas triangle site in 2, 5 and 10 year increments. The goal of this task will be to supply the team with a highly implementable program for future development so that planning for the site and anticipated on-coming market demand and conditions. Absorption forecasts will be provided for both residential and non residential land uses.

Land Use and Urban Design Concepts

During and after the charrette process, the team will prepare concepts for the Chollas Triangle for land use, density of each land use, massing, architectural character, transportation, parks and open spaces, and how all these elements tie together. The locations of the planned rapid bus stops provide a great opportunity to create a premier Transit Oriented Development (TOD) at this site. To create the best TOD, an assortment of land uses and densities will be explored to respond to the current and future market evaluation, ultimately leading to three distinct land use alternatives.

As previously identified, during the charrette the team will begin to prepare 3D massing diagrams, sketch perspectives, and street sections of the 3 alternative urban design and land use concepts that will clearly illustrate the future growth and densities. There may be opportunities for land uses that differ from the existing General Plan land uses. These will be identified and vetted with the Working Group. The urban design components will include:

- Urban design framework plan including subareas, places, edges, gateways, connections, views, character, historic structures and districts, and urban form patterns and transitions
- Public realm plan including parks, plazas, street design and streetscape improvements, (particularly for the Chollas Parkway), pedestrian and bicycle network
- Land use, density and development patterns and opportunities, and areas of stability and areas of change

Mobility Concepts

The Civitas team will prepare individual mobility concept plans identifying how each mode (pedestrian, bicycle, transit and automobile) would be accommodated in the study area for each selected scenarios (up to 3). Opportunities to enhance both multi-modal access and circulation will be identified and incorporated, along with a detailed implementation strategy supported by a prioritized list of projects and associated cost information and preliminary engineering.

Deliverables

A PowerPoint presentation will be prepared that includes: the master plan issues and goals, a vision statement for land use and urban design, transition and buffer strategies evaluation, projected market evaluation, three land use and urban design concepts that include all the previously listed components, and mobility concepts.

6.0 CONCEPT SCREENING, ANALYSIS, AND REFINEMENT

Screening Matrix

Civitas and the team will prepare a matrix of pros and cons of each concept alternative based on the goals and the vision generated with the Working Group. This matrix will include criteria for evaluating the land use, urban design, public facilities, and multimodal transportation alternatives. This matrix will help the team and Working Group better understand what elements of the plan work well and are preferred as well as providing a way to identify any fatal flaws in the land use, urban design, and mobility concepts prior to generating schematic site plans.

Following the analysis of the land use alternatives, up to 3 schematic site plans for the preferred land use scenarios will be prepared both in plan and three dimensions. The site plans will include use and building types, density, massing, height, streets, parks, vehicular access to parking areas, and plazas.

Urban Design and Land Use Feasibility Analysis

As described above, plan drawings, sections, and 3D massing diagrams will be prepared to demonstrate the urban forms, use mix, massing, densities, bulk, and scale.

The Civitas team will determine the Land Use feasibility based on economic realities both for the short and long term. Based on proposed densities, Civitas will identify the need for additional park space and other public facility needs for each land use scenario using San Diego's population based criteria. As part of the initial site analysis and generation of land use alternatives, Civitas will identify specific buildings and/or sites that are not likely to change over the next twenty years.

All alternatives will include a detailed development yield spread sheet that will include the acreage of each land use, proposed square footage for each use, number of residential units, parking requirements, the open space acreage requirements as well as the number of acres of open space provided.

Economic Feasibility Analysis

A quantitative and qualitative economic feasibility analysis of each alternative will also be generated. The Civitas team will provide development proformas for key major program elements within the project area, tailored to their existing business activities with a goal of identifying opportunities to maximize land value and overall economic activity within the plan area. These proformas will be created from a developer's perspective and will account for capital investments and identify cash flows from operations and or sales. The product of this task will be to establish the economic feasibility of plan elements and to present a coherent development stagey for the Chollas Triangle as a whole.

Job growth . The economic portion of the study will evaluate the likely effect of a proposed development plan on employment. These impacts will be measured for both the construction period and for ongoing annual stable year operations. A forecast of the total number of direct, indirect and induced jobs and the associated payroll will be reported.

Displacement . This task will establish the net economic impacts of the proposed development program at the Chollas Triangle taking into account the effects of displacement of existing economic activities that would result from development. This will examine displacement effects by specific property type and economic activity using market wide proportional share assessment method.

TIF funds. In this task, the net new tax increment generated by the project will be established as well as providing the client with a redevelopment agency side cash flow analysis based on the existing distributions of tax increment and statutory requirements.

Cost of services. The Civitas team will provide a fiscal impact analysis of project operations on the general fund accounts of the City of San Diego. This will be based on analysis of existing fiscal policies and will provide a statement of net impacts based on stable annual year operations.

Finance gaps. Determine the ability for the project to finance required site improvements and develop an implementation plan for financing required improvements to the public realm.

Conduct Mobility Feasibility Analysis

The Civitas team will assist SANDAG in the traffic forecasting effort including base year validation, model calibration, and review of other input information, such as land use and network data, and trip generation. Civitas will conduct future mobility assessments for all modes of travel, and identify transportation related deficiencies and potential Chollas Triangle Master Plan project impacts.

A multi-modal transportation study will be prepared in conformance with the City's Traffic Impact Study Manual and CEQA requirements identifying future level/quality of service for all modes of travel, potential impacts related to the Chollas Triangle Master Plan, as well as recommended mitigation measures.

Evaluate the Preferred Scenario

As part of the preferred scenario evaluation, the team will compare the adopted community planned land uses with the three land use scenarios. All elements of the above evaluation (land use, economics, and mobility) as well as the community and stakeholder input will be compared to assist with the identification of a preferred alternative. The schematic plan drawing for the preferred alternative that illustrates urban form, land use densities, and building scales will be refined. This plan will also include diagrams of the proposed phasing for the redevelopment

A report will be prepared that summarizes all of the screening used to determine the preferred alternative. This report will include the methodology used to evaluate the land use, urban design, mobility, and economics.

Mobility Improvement Projects Report

A report will be prepared that identifies the needed Mobility Improvement Projects to implement the preferred alternative. This will include recommendations to improve the public realm for pedestrians, bicycles, transit riders, and motorists that include design elements for traffic calming and the creation of green streets that provide connections to existing and future transit stops. In addition, site specific recommendations from the Chollas Creek Enhancement Program will be analyzed and will be incorporated into the preferred scenario as feasible. Concept drawings, planning level cost estimates, and preliminary engineering analyses will be prepared for the identified mobility improvement projects.

The identification of eligible funding sources will serve as the basis of an implementation strategy for improvements to the public realm that are specified in the plan. This will include an examination of relevant, Federal, State and Municipal funding sources and strategies that can be used to implement the plan. A particular focus will be given to opportunities specific to California communities in a post prop 218 environment. Special districts, benefit assessments and impact fees will be considered. Opportunities for redevelopment will also be discussed as appropriate.

Public Facilities and Infrastructure Report

A report will be prepared that summarizes the projected needs for public facilities and infrastructure base on the preferred scenario. This report will include all the details listed below.

The water and sewer facility demand projections in accordance with the Sewer Design Guide and Water Design document will be prepared for the preferred land use alternative.

A strategy for evaluating the facilities acquisition and development costs will be provided as well as phasing and financing recommendations. Civitas will focus on the capacity of existing tools for public investments and vehicles for public private partnerships to support investments in the plan area. This task will produce a matrix analysis of available partnership and funding opportunities and assign responsibility for plan elements to the appropriate source.

The water and sewer facilities upgrades analysis will include:

Hydraulic Analysis (Water)

- Adjust model demands to incorporate increased densities from the Project
- Conduct peak hour analysis, identify facility upgrades if minimum pressures are not met

- Conduct fire flow analysis, identify facility upgrades necessary to serve new fire flow requirements
- Based on the master plan report and the storage/pumping summary for the zone, determine if additional storage/pumping capacity is required to meet planning criteria

Sewer Analysis (Sewer)

- Adjust model loadings to incorporate increased densities from the Project
- Perform trunk sewer analysis to determine peak wet weather flows, d/D ratios, design capacity, required additional capacity, and required replacement diameters for pipeline downstream of the project
- Compare results with existing condition runs and identify if the increased capacity is required from the project

Cost estimates for the water and sewer facility requirements will be prepared based on City of San Diego Unit Price List, updated to the current Engineering News Record (ENR) Los Angeles Construction Cost Index (CCI). Any opinion of construction cost prepared by Civitas represents its judgment as a design professional and is supplied for the general guidance of the City. Since the Civitas team has no control over the cost of labor and material, or over competitive bidding or market conditions, the Civitas team does not guarantee the accuracy of such opinions as compared to Contractor bids or actual cost.

In line with the implementation strategy for capital improvements, funding sources for ongoing operations and maintenance for public improvements will be identified. Opportunities on site for using ongoing assessments and utilities as well as quasi public approaches such as Business Improvement Districts will be considered. This will lead to a full life cycle implementation plan that identifies an implementation plan for capital improvements to the public realm and accounts of ongoing operations requirements.

Deliverables

Concept alternatives screening matrix, up to 3 schematic site plans for the preferred land use scenarios, plan rendering of the preferred land use scenario ("two-dimensional simulation"), land use scenario evaluation report, mobility improvement project report, 10 copies and 10 CD's of the Chollas Creek Enhancements Report and the Public Facilities Report.

7.0 IMPLEMENTATION

Civitas will review the current community plan urban design guidelines and will provide recommendations to update these guidelines to allow for any new uses, building types, streetscape or mobility improvements for the preferred land use scenario that are not currently addressed in the existing guidelines. These guidelines will address the following: parking needs, and locations, building envelopes, internal circulation for all modes, density and scale of buildings. The guidelines will include concept sketches to illustrate the intent of the language. An implementation strategy for the master plan recommendations will be included in the draft master plan.

Deliverables

Urban design guidelines update to the community plan and implementation strategy

8.0 DRAFTS AND FINAL COPIES

Civitas will provide all drafts and final copies of the Chollas Triangle Master Plan which will include narrative summarizing tasks 2-7 of this scope of work, graphics, tables, charts and maps. No more than three 'screen checks' will be provided for review by the City of San Diego. The drafts will be revised based on staff comments.

Deliverables

Ten printed copies and ten CDs of all drafts for City review. 25 printed color copies and 25 CDs of the final Chollas Triangle Master Plan.

9.0 COMMUNITY PLAN AMENDMENT, REZONE, STREET VACATION

Civitas will coordinate with the City to provide materials and content that has been prepared under other tasks to support the City in this effort.

Deliverables

None.

10.0 ENVIRONMENTAL ANALYSIS

10.1 Project Initiation/Scope of Work

Civitas's EIR Project Manager and appropriate staff will attend a kick-off meeting with the Master Plan team, establish communication protocols, clarify roles and responsibilities, and refine the scope of work. Key project milestones and deliverables will also be discussed. The City will perform the Scoping meeting and will provide comments received to inform the Scoping Letter that will be issued by DSD staff. The City will be responsible for drafting and distributing the Notice of Preparation (NOP) for the project.

10.2 Background Data and Technical Studies Civitas will collect relevant data pertaining to the project area, including additional background data that would be needed; such as any other existing technical reports and those prepared as part of the Master Plan. Civitas will use readily available resources to determine baseline information. Civitas will generate a data needs list outlining any additional data that may not be readily available at the beginning of the work program.

Civitas team will prepare the following technical studies or calculations as listed below:

Air Quality, Noise, Greenhouse Gas Emissions, Hydrology/Water Quality, Cultural Resources, Hazards/Hazardous Materials and Aesthetics.

The City will prepare the sections regarding Land Use and Planning, Population and Housing, Public Services and Recreation, for the tasks of Screencheck, Pre-Print Review, Public Review, EIR Drafts, and Final EIR/Responses to Comments with oversight and review by the Civitas team. The Civitas team will provide these tasks for all other EIR sections. The City staff will also be responsible for providing the cultural resources record search information to the EIR consultant.

10.3 Preparation of the Screencheck EIR

Civitas will use the City's EIR Guidelines and organize the EIR into the sections identified below.

- a. Section 1 – Executive Summary
- b. Section 2 – Introduction, Environmental Setting, Project Description, and History of Project Changes
 - (1) Introduction
The Introduction will define the purpose, scope and legislative authority of the EIR; requirements of CEQA; and other pertinent environmental rules and regulations. This section will also describe the EIR process, structure, and required contents, and the EIR's relationship to the City's General Plan EIR and other environmental documents.
 - (2) Environmental Setting

Civitas proposes to generally describe the environmental setting of the project area, including any key features; although Civitas proposes to include an environmental setting section within each issue area of the EIR.

(3) Project Description

The Project Description will include a description of the Chollas Triangle Master Plan project and its components. This section will describe the context of the project as well as the goals, characteristics, and objectives of the project. This section will include quantification of the anticipated land uses and buildout potential of the proposed Master Plan area. Lastly, this section will include a discussion of the project's discretionary actions, including a listing of the requirements for approval from federal, state, and local agencies.

c. Section 3 – Environmental Analysis

Civitas has provided a scope of work to address these issue areas. Should additional issue areas be identified during the CEQA process, the work scope and budget will require an adjustment. Within each of the identified issue areas, Civitas proposes to include a detailed environmental setting/existing conditions, issues, impact thresholds, summary of impacts, mitigation measures, and significance of impact following mitigation.

- | | | |
|---------------------------------|----------------------------|--------------------------------|
| 1. Aesthetics | 2. Air Quality | 3. Cultural Resources |
| 4. Geology and Soils | 5. GHG Emissions | 6. Hazards/Hazardous Materials |
| 7. Hydrology/Water Quality | | 8. Land Use & Planning |
| 9. Noise | 10. Population and Housing | |
| 11. Public Services | 12. Recreation | 13. Transportation/Traffic |
| 14. Utilities & Service Systems | | |

d. Section 4 – Growth Inducement

e. Section 5 – Cumulative Impacts

f. Section 6 – Other CEQA Required Sections

g. Section 7 – Alternative Analysis

h. Section 8 – Organizations and Persons Consulted

i. Section 9 – References

j. Section 10 – Mitigation and Monitoring and Reporting Program (MMRP)

10.4 EIR Screenchecks

Civitas anticipates working closely with City staff during the preparation of the EIR. This includes project team meetings with the City Planning and Community Investment department staff as well as the department of Development Services, Environmental Analysis Section staff. In working meetings with City staff, Civitas will review staff comments on the first Screencheck Draft EIR. Civitas will then revise the first Screencheck Draft EIR to address the City's comments, preparing a complete second Screencheck Draft EIR for review.

For each of the three Screencheck Draft EIRs submitted to the City, seventeen (17) printed copies and one (1) electronic file in Microsoft Word format and Adobe Acrobat PDF format will be provided to the City. Additionally, an Adobe Acrobat PDF file of the draft technical studies will also be submitted to the City.

10.5 Pre-Print Public Review Draft

Civitas will meet with City staff to discuss the Draft EIR. It is anticipated that the meeting will focus on comments/edits/revisions proposed by City staff to the Third Screencheck Draft EIR prepared in Task 4. Civitas

will incorporate City comments on the third Screencheck Draft EIR into a Pre-Print Public Review Draft EIR and submit for City review. Civitas will provide one (1) printed copy and one (1) electronic copy of the Pre-Print Public Review Draft EIR to the City for review.

10.6 Public Review Draft EIR

Civitas will incorporate City comments on the Pre-Print Public Review Draft EIR into a Public Review Draft EIR. Twenty-five (25) printed copies and twenty-five (25) electronic PDF copies on CD of the Public Review Draft EIR will be provided to the City at least 5 calendar days prior to public review distribution. Technical studies will be provided as appendices to the EIR and will be included on the CDs provided to the City.

In addition, Civitas will work with City staff to create web-ready PDF files of the Public Review Draft EIR for posting on the City's website. Civitas will adhere to the standards and procedures as stated in the RFP for the preparation of web-ready PDF files and documents.

The City will prepare the Notice of Completion, Notice of Availability, and any other CEQA required notices. The City will also be responsible for distributing the Public Review Draft EIR as well as the required CEQA notices.

Under this task, an MMRP will be drafted, in conjunction with City staff, for inclusion in the Public Review Draft EIR.

10.7 Final EIR, RTC, Findings and SOC

Civitas will prepare the response to comments (RTC) received on the Public Review Draft EIR as well as drafts of any Findings of Facts (FOF) and Statement of Overriding Considerations (SOC). Civitas will coordinate with City staff on the RTC, which will be included as an RTC section of the Final EIR. Additionally, comments received from City staff on the FOF and SOC will be incorporated into those respective documents. Once staff has reviewed the draft RTC, Civitas will prepare a Final EIR that meets CEQA guidelines and responds to comments on the Public Review Draft EIR.

Civitas will provide fifty (50) printed copies, fifty (50) electronic PDF copies on CD, and one (1) electronic copy of reproduction quality of the Final EIR to the City. Technical studies will be provided as appendices to the Final EIR and will be included on the CDs provided to the City. Distribution of the Final EIR will be handled by the City.

10.8 Project Management

The Civitas team will be responsible for meeting with City staff to complete all refinements to the scope of services, project budget, and schedule prior to execution of the professional services contract. During the course of completing the work program, Civitas's managers will provide overall project direction and control over our consultant team's work, including responsibility for the quality and timeliness of all deliverables. One or more of Civitas's managers will participate in the approximately six meetings along with other key team members.

Deliverables

Methods and Analysis Document; Screen check Environmental Document; Public Review Environmental Document; Final Environmental Document; Statement of Overriding Considerations (if needed).

11.0 PUBLIC HEARING PROCESS

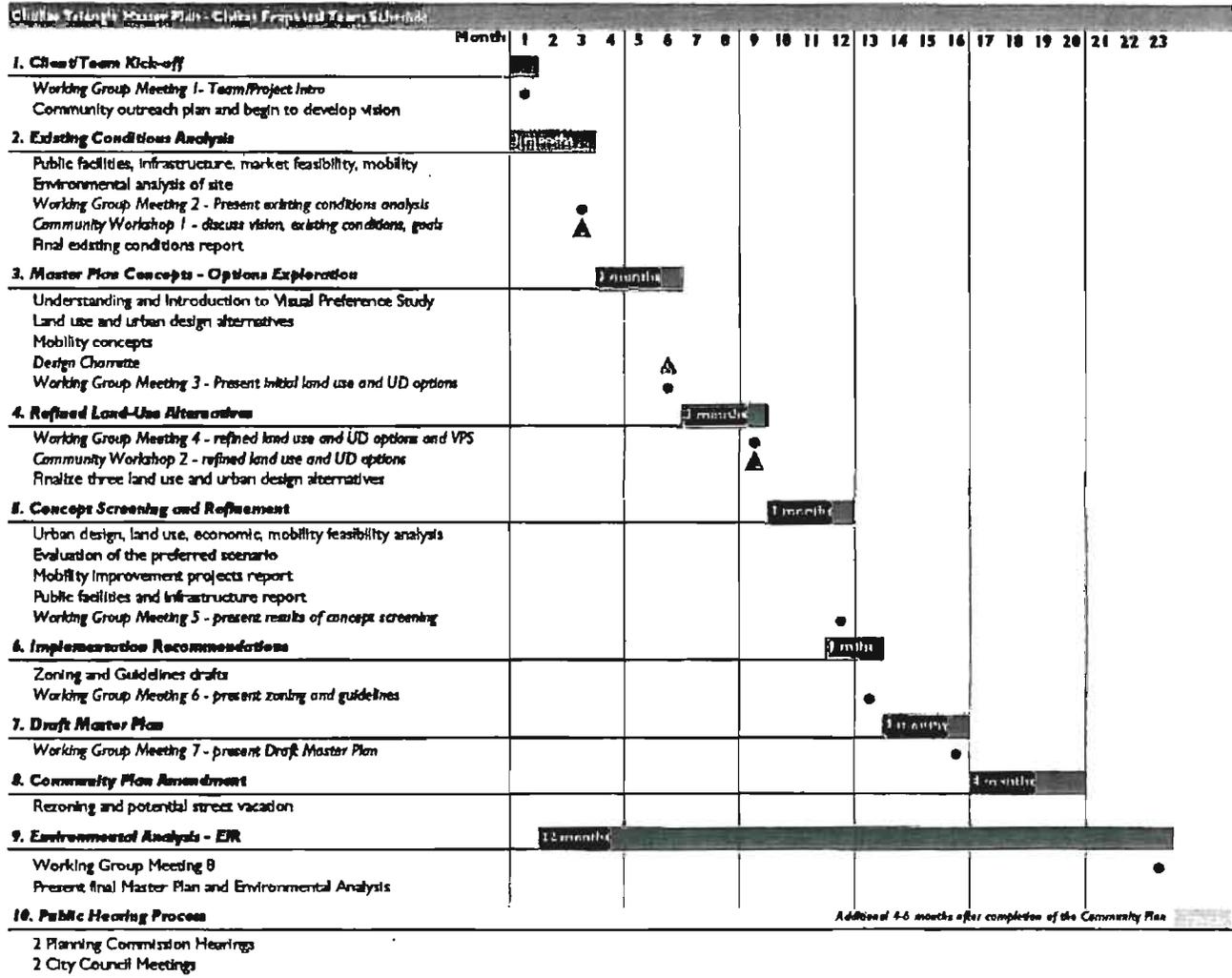
Civitas will attend one Land Use & Housing City Council Committee, no more than two Planning Commission Hearings, and no more than two City Council Meetings. Sub-consultants for each discipline will attend meetings as determined necessary by the City of San Diego. Civitas will provide all materials and reports as needed for each of the presentations.

EXHIBIT B**COMPENSATION AND FEE SCHEDULE**

The Civitas team will perform the Scope of Work for the following fees. These fees are inclusive of miscellaneous expenses associated with the performance of the Scope. Civitas will submit monthly progress reports with our invoices that summarize prime and sub-consultant charges based on percentage of tasks completed per the compensation spreadsheet as well as provide an assessment of work progress .

**Chollas Triangle Summary
Fee**

	Civitas	AECOM	Fehr + Peers	MRE	Total
2.0 Project Administration	\$13,620	\$0	\$2,842	\$480	\$16,942
3.0 Community Outreach	\$31,960	\$0	\$2,970	\$4,480	\$39,410
4.0 Existing Conditions Analysis	\$9,560	\$0	\$8,040	\$3,840	\$21,440
5.0 Master Plan Concepts	\$29,140	\$0	\$4,730	\$2,240	\$36,110
6.0 Concept Screening	\$42,040	\$0	\$37,700	\$13,920	\$93,660
7.0 Implementation	\$8,360	\$0	\$0	\$0	\$8,360
8.0 Draft and Final Copies	\$6,300	\$0	\$0	\$0	\$6,300
9.0 Community Plan Amendment	\$0	\$0	\$0	\$0	\$0
10.0 Environmental Analysis	\$0	\$205,035	\$0	\$0	\$205,035
11.0 Public Hearing Process	\$7,653	\$0	\$1,090	\$0	\$8,743
Total	\$148,633	\$205,035	\$57,372	\$24,960	\$436,000



TIME SCHEDULE

EXHIBIT C

**EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)
CONTRACTOR REQUIREMENTS**

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I. City’s Equal Opportunity Commitment. The City of San Diego (City) is strongly committed to equal opportunity for employees and subconsultants of professional service consultants doing business with the City. The City encourages its consultants to share this commitment. Prime consultants are encouraged to take positive steps to diversify and expand their subconsultant solicitation base and to offer consulting opportunities to all eligible subconsultants.

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

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

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

Consultant shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, or suppliers. Consultant shall provide equal

opportunity for subconsultants to participate in subconsulting opportunities. Consultant understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions.

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

III. **Equal Employment Opportunity.** Consultants shall comply with requirements of San Diego Ordinance No. 18173, Section 22.2701 through 22.2707, Equal Employment Opportunity Outreach Program. Consultants shall submit a *Work Force Report* or an *Equal Employment Opportunity (EEO) Plan* to the Program Manager of the City of San Diego Equal Opportunity Contracting Program (EOCP) for approval.

- A. Work Force Report. If a *Work Force Report* (Attachment AA) is submitted, and an EOCP staff Work Force Analysis determines there are under representation when compared to County Labor Force Availability data, Consultant will be required to submit an *Equal Employment Opportunity Plan*.
- B. Equal Employment Opportunity Plan. If an *Equal Employment Opportunity Plan* is submitted, it must include at least the following assurances that:
1. The Consultant will maintain a working environment free of discrimination, harassment, intimidation and coercion at all sites and in all facilities at which the Consultant's employees are assigned to work;
 2. A responsible official is designated to monitor all employment related activity to ensure the Consultant's EEO Policy is being carried out and to submit reports relating to EEO provisions;

3. Consultant disseminates and reviews its EEO Policy with all employees at least once a year, posts the policy statement and EEO posters on all company bulletin boards and job sites, and documents every dissemination review and posting with a written record to identify the time, place, employees present, subject matter, and disposition of meetings;
4. The Consultant reviews, at least annually, all supervisor's adherence to and performance under the EEO Policy and maintains written documentation of these reviews;
5. The Consultant discusses its EEO Policy Statement with subconsultants with whom it anticipates doing business, includes the EEO Policy Statement in its subcontracts, and provides such documentation to the City upon request;
6. The Consultant documents and maintains a record of all bid solicitations and outreach efforts to and from subconsultants, consultant associations and other business associations;
7. The Consultant disseminates its EEO Policy externally through various media, including the media of people of color and women, in advertisements to recruit, maintains files documenting these efforts, and provides copies of these advertisements to the City upon request;
8. The Consultant disseminates its EEO Policy to union and community organizations;
9. The Consultant provides immediate written notification to the City when any union referral process has impeded the Consultant's efforts to maintain its EEO Policy;
10. The Consultant maintains a current list of recruitment sources, including those outreaching to people of color and women, and provides written notification of employment opportunities to these recruitment sources with a record of the organizations' responses;
11. The Consultant maintains a current file of names, addresses and phone numbers of each walk-in applicant, including people of color and women, and referrals from unions, recruitment sources, or community organizations with a description of the employment action taken;
12. The Consultant encourages all present employees, including people of color and women employees, to recruit others;
13. The Consultant maintains all employment selection process information with records of all tests and other selection criteria;

14. The Consultant develops and maintains documentation for on-the-job training opportunities and/or participates in training programs for all of its employees, including people of color and women, and establishes apprenticeship, trainee, and upgrade programs relevant to the Consultant's employment needs;
15. The Consultant conducts, at least annually, an inventory and evaluation of all employees for promotional opportunities and encourages all employees to seek and prepare appropriately for such opportunities;
16. The Consultant ensures the company's working environment and activities are non-segregated except for providing separate or single-user toilets and necessary changing facilities to assure privacy between the sexes;
17. The Consultant establishes and documents policies and procedures to ensure job classifications, work assignments, promotional tests, recruitment and other personnel practices do not have a discriminatory effect; and
18. The Consultant is encouraged to participate in voluntary associations, which assist in fulfilling one or more of its non-discrimination obligations. The efforts of a consultant association, consultant/community professional association, foundation or other similar group of which the Consultant is a member will be considered as being part of fulfilling these obligations, provided the Consultant actively participates.

IV. Equal Opportunity Contracting. Prime consultants are encouraged to take positive steps to diversify and expand their subconsultant solicitation base and to offer contracting opportunities to all eligible subconsultants. To support its Equal Opportunity Contracting commitment, the City has established a voluntary *subconsultant participation level*.

A. Subconsultant Participation Level

1. Projects valued at \$25,000 or more have a voluntary Subconsultant Participation Level goal of 15%. Goals are achieved by contracting with any combination of Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Disadvantaged Business Enterprise (DBE), Disabled Veteran Business Enterprise (DVBE) or Other Business Enterprise (OBE) level.
2. While attainment of the 15% Subconsultant Participation Level goal is strictly voluntary, the City encourages diversity in your outreach and selection efforts. Historical data indicates that of the overall 15% goal, 25% to 30% Disadvantaged Business Enterprise (DBE) and 1% to 3% Disabled Veteran Business Enterprise (DVBE) participation is

attainable. The remaining percentages may be allocated to Other Business Enterprises (OBE). Participation levels may be used as a tiebreaker in cases of an overall tie between two or more firms.

- B. Contract Activity Reports. To permit monitoring of the successful Consultant's commitment to achieving compliance, *Contract Activity Reports* (Attachment CC) reflecting work performed by subconsultants shall be submitted quarterly for any work covered under an executed contract.

V. Demonstrated Commitment to Equal Opportunity. The City seeks to foster a business climate of inclusion and to eliminate barriers to inclusion.

- A. Proposers are required to submit the following information with their proposals:
 - 1. Outreach Efforts. Description of Proposer's outreach efforts undertaken on this project to make subconsulting opportunities available to all interested and qualified firms.
 - 2. Past Participation Levels. Listing of Proposer's subconsultant participation levels achieved on all public projects within the City of San Diego for past three (3) years. If the proposer has not participated in any City of San Diego projects within the past three (3) years, subconsultant participation levels achieved on private projects shall be submitted. Include name of project, type of project, value of project, subconsultant firm's name, percentage of subconsultant firm's participation, and identification of subconsultant firm's ownership as a certified Small Business, Disadvantaged Business Enterprise, Disabled Veteran Business Enterprise, or Other Business Enterprise.
 - 3. Equal Opportunity Employment. Listing of Proposer's strategies to recruit, hire, train and promote a diverse workforce. These efforts will be considered in conjunction with Proposer's *Workforce Report* as compared to the County's Labor Force Availability.
 - 4. Community Activities. Listing of Proposer's current community activities such as membership and participation in local organizations, associations, scholarship programs, mentoring, apprenticeships, internships, community projects, charitable contributions and similar endeavors.
- B. Consultant selection panels will consider and evaluate the Proposer's demonstrated commitment to equal opportunity including the following factors:
 - 1. Outreach Efforts. Proposer's outreach efforts undertaken and willingness to make meaningful subconsulting opportunities available to all interested and qualified firms on this project.

2. **Past Participation Levels.** Proposer's subconsultant participation levels achieved on all private and public projects within the past three (3) years.
3. **Equal Opportunity Employment.** Proposer's use of productive strategies to successfully attain a diverse workforce as compared to the County's Labor Force Availability.
4. **Community Activities.** Proposer's current community activities.

VI. List of Subconsultants. Consultants are required to submit a *Subconsultant List* with their proposal.

A. **Subconsultants List.** The *Subconsultant List* (Attachment BB) shall indicate the Name and Address, Scope of Work, Percent of Total Proposed Contract Amount, Dollar Amount of Proposed Subcontract, Certification Status and Where Certified for each proposed subconsultant.

1. Subconsultants must be named on the Subconsultants List if they receive more than one-half of one percent (0.5%) of the Prime Consultant's fee.

B. **Commitment Letters.** Proposer shall also submit subconsultant *Commitment Letters* on subconsultant's letterhead, no more than one page each, from all proposed subconsultants to acknowledge their commitment to the team, scope of work, and percent of participation in the project.

VII. Definitions. Certified "**Minority Business Enterprise**" (MBE) means a business which is at least fifty-one percent (51%) owned by African Americans, American Indians, Asians, Filipinos, and/or Latinos and whose management and daily operation is controlled by one or more members of the identified ethnic groups. In the case of a publicly-owned business, at least fifty-one percent (51%) of the stock must be owned by, and the business operated by, one or more members of the identified ethnic groups.

Certified "**Women Business Enterprise**" (WBE) means a business which is at least fifty-one percent (51%) owned by one or more women and whose management and daily operation is controlled by the qualifying party(ies). In the case of a publicly-owned business, at least fifty-one percent (51%) of the stock must be owned by, and the business operated by, one or more women.

Certified "**Disadvantaged Business Enterprise**" (DBE) means a business which is at least fifty-one percent (51%) owned and operated by one or more socially and economically disadvantaged individuals and whose management and daily operation is controlled by the qualifying party(ies). In the case of a publicly-owned business, at least fifty-one percent (51%) of the stock must be owned by, and the business operated by, socially and economically disadvantaged individuals.

Certified "**Disabled Veteran Business Enterprise**" (DVBE) means a business which is at least fifty-one percent (51%) owned by one or more veterans with a service related

disability and whose management and daily operation is controlled by the qualifying party(ies).

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

VIII. Certification.

A. The City of San Diego is a signatory to a Memorandum of Understanding (MOU) with the California Department of Transportation (CALTRANS), and therefore has adopted a policy regarding certification of MBE/WBE/DBE/DVBE firms. As a result of the MOU, an MBE, WBE or DBE is certified as such by any of the following methods:

1. Current certification by the City of San Diego as MBE, WBE, or DBE;
2. Current certification by the State of California Department of Transportation (CALTRANS) as MBE, WBE or DBE;
3. Current MBE, WBE or DBE certification from any participating agency in the statewide certified pool of firms known as CALCERT.

B. DVBE certification is received from the State of California’s Department of General Services, Office of Small and Minority Business (916) 322-5060.

IX. List of Attachments.

- AA - *Work Force Report*
- BB - *Subconsultants List*
- CC - *Contract Activity Report*



City of San Diego.
EQUAL OPPORTUNITY CONTRACTING (EOC)
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 Phone: (619) 533-4464 • Fax: (619) 533-4474

ATTACHMENT AA

WORK FORCE REPORT

ADMINISTRATIVE

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

CONTRACTOR IDENTIFICATION

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

Name of Company: Civitas, Inc.

AKA/DBA: _____

Address (Corporate Headquarters, where applicable): 1200 Bannock Street

City Denver County Denver State CO Zip 80204

Telephone Number: 303 571-0053 FAX Number: 303 825-0438

Name of Company CEO: Mark Johnson

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

Address: _____

City _____ County _____ State _____ Zip _____

Telephone Number: () _____ FAX Number: () _____

Type of Business: Landscape Architecture/Urban Design Type of License: _____

The Company has appointed: Mark Johnson

as its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate, and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 1200 Bannock Street Denver, CO 80204

Telephone Number: 303 571-0053 FAX Number: 303 825-0438

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

Check the box above that applies to this WFR.

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

I, the undersigned representative of Civitas, Inc.

Denver, Colorado (Firm Name) hereby certify that information provided
 (County) (State)

herein is true and correct. This document was executed on this 31 day of August, 2010.

[Signature]
 (Authorized Signature)

Mark Johnson
 (Print Authorized Signature)



CITY OF SAN DIEGO WORK FORCE REPORT – ADMINISTRATIVE

HISTORY

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

WORK FORCE & BRANCH WORK FORCE REPORTS

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

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

MANAGING OFFICE WORK FORCE

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

TYPES OF WORK FORCE REPORTS:

Please note, throughout the preceding text of this page, the superscript numbers one¹, two² & three³. These numbers coincide with the types of work force report required in the example. See below:

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

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

Exhibit: Work Force Report Job categories

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

Management & Financial

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

Professional

Art and Design Workers
Counselors, Social Workers, and Other Community and Social Service Specialists
Entertainers and Performers, Sports and Related Workers
Health Diagnosing and Treating Practitioners
Lawyers, Judges, and Related Workers
Librarians, Curators, and Archivists
Life Scientists

Media and Communication Workers
Other Teachers and Instructors
Postsecondary Teachers
Primary, Secondary, and Special Education School Teachers
Religious Workers
Social Scientists and Related Workers

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

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

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

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

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

Other Personal Care and Service Workers
Other Protective Service Workers
Personal Appearance Workers
Supervisors, Food Preparation and Serving Workers
Supervisors, Personal Care and Service Workers
Transportation, Tourism, and Lodging Attendants

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

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

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

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

SUBCONSULTANTS LIST

INFORMATION REGARDING SUBCONSULTANTS PARTICIPATION:

1. Subconsultant's List shall include name and complete address of all Subconsultants who will receive more than one half of one percent (0.5%) of the Prime Consultant's fee.
2. Proposer shall also submit subconsultant commitment letters on subconsultant's letterhead, no more than one page each, from subconsultants listed below to acknowledge their commitment to the team, scope of work, and percent of participation in the project.
3. Subconsultants shall be used for scope of work listed. No changes to this Subconsultants List will be allowed without prior written City approval.

NAME AND ADDRESS SUBCONSULTANTS	SCOPE OF WORK	PERCENT OF CONTRACT	DOLLAR AMOUNT OF CONTRACT	*MBE/WBE/ DBE/DVBE/ OBE	**WHERE CERTIFIED
AECOM 1420 Kettner Blvd Ste 200 San Diego, CA 92101	Environmental Analysis	47%	\$ 207,035.00		
Fehr + Peers 161 W. Broadway Ste 1700 San Diego, CA 92101	Transportation Analysis	13%	\$ 57,312.00		
MRE 3308 Helms Ave Culver City, CA 90232	Economic Analysis	5%	\$ 24,960.00		

*For information only. As appropriate, Proposer shall identify Subconsultants as:

Certified Minority Business Enterprise	MBE
Certified Woman Business Enterprise	WBE
Certified Disadvantaged Business Enterprise	DBE
Certified Disabled Veteran Business Enterprise	DVBE
Other Business Enterprise	OBE

**For information only. As appropriate, Proposer shall indicate if Subconsultant is certified by:

City of San Diego	CITY
State of California Department of Transportation	CALTRANS

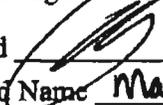
CONSULTANT CERTIFICATION FOR A DRUG-FREE WORKPLACE

PROJECT TITLE: Chollas Triangle Master Plan
H 105033

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

Civitas, Inc.
Name under which business is conducted

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

Signed 
Printed Name Mark Johnson
Title President & CEO
Date 8/31/10

**City of San Diego
Consultant Performance Evaluation**

EXHIBIT F

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

Section I

1. PROJECT DATA		2. CONSULTANT DATA																													
1a. Project (title, location and CIP No.):		2a. Name and address of Consultant:																													
1b. Brief Description:		2b. Consultant's Project Manager:																													
1c. Budgeted Cost:		Phone () _____																													
3. CITY DEPARTMENT RESPONSIBLE																															
3a. Department (include division):		3b. Project Manager (address & phone):																													
4. CONTRACT DATA (DESIGN AND CONSTRUCTION)																															
4. Design																															
4a. Agreement Date: _____		Resolution #: _____ \$ _____																													
4b. Amendments: \$ _____ / # _____ (city)		\$ _____ / # _____ (consultant)																													
4c. Total Agreement (4a. & 4b.): \$ _____																															
4d. Type of Work (design, study, etc.):		4e. Key Contract Completion Dates:																													
		<table style="width:100%; border:none;"> <tr> <td></td> <td align="center">_____ %</td> <td align="center">100 %</td> </tr> <tr> <td>Agreement</td> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>Delivery</td> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>Acceptance</td> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> </tr> </table>			_____ %	_____ %	_____ %	_____ %	_____ %	100 %	Agreement	_____	_____	_____	_____	_____	_____	Delivery	_____	_____	_____	_____	_____	_____	Acceptance	_____	_____	_____	_____	_____	_____
	_____ %	_____ %	_____ %	_____ %	_____ %	100 %																									
Agreement	_____	_____	_____	_____	_____	_____																									
Delivery	_____	_____	_____	_____	_____	_____																									
Acceptance	_____	_____	_____	_____	_____	_____																									
5. Construction																															
5a. Contractor _____		Phone () _____																													
<i>(name and address)</i>																															
5b. Superintendent _____																															
5c. Notice to Proceed _____ (date)		5f. Change Orders:																													
5d. Working days _____ (number)		Errors/Omissions _____ % of const. cost \$ _____																													
5e. Actual Working days _____ (number)		Unforeseen Conditions _____ % of const. cost \$ _____																													
		Changed Scope _____ % of const. cost \$ _____																													
		Changes Quantities _____ % of const. cost \$ _____																													
		Total Construction Cost \$ _____																													
6. OVERALL RATING (Please ensure Section II is completed)																															
		Excellent	Satisfactory	Poor																											
6a. Plans/specification accuracy.....		_____	_____	_____																											
Consistency with budget.....		_____	_____	_____																											
Responsiveness to City Staff.....		_____	_____	_____																											
6b. Overall Rating _____																															
7. AUTHORIZING SIGNATURES																															
7a. Project Manager _____		Date _____																													
7b. Deputy Director _____		Date _____																													

Section II

SPECIFIC RATINGS

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

Section III

SUPPLEMENTAL INFORMATION

Please ensure to attach additional documentation as needed.

Item _____ :

(*Supporting documentation attached yes _____ no _____)

**CONTRACTOR / VENDOR
REGISTRATION FORM**



**City of San Diego
Purchasing & Contracting Department
Contractor/Vendor Registration Form**

All prospective bidders, as well as existing contractors and vendors, are required to complete this form.

Vendor ID:

[ID Number will be provided by City]

Firm Info:

Firm Name:

Doing Business As:

Firm Address:

City: State: Zip:

Phone: Fax:

Taxpayer ID: Business License:

Website:

Contact Info:

Contact Name:

Title:

Email:

Phone: Cell:

Alternate Address (if different from above) to Receive Remittance:

Mailing Address:

City: State: Zip:

Alternate Address (if different from above) to Receive Bid/Contract Opportunities:

Mailing Address:

City: State: Zip:

Contractor Licenses (if applicable)

License Number:	<input type="text"/>	License Type:	<input type="text"/>
License Number:	<input type="text"/>	License Type:	<input type="text"/>
License Number:	<input type="text"/>	License Type:	<input type="text"/>

Firm Name:

Product/Services Description:

Product/Services Information:

NAICS Codes:

*find list of available NAICS Codes at <http://www.census.gov/epcd/www/naics.html> and select 2007 NAICS codes 6 digit only OR request hard copy from Purchasing & Contracting

The City requires this information for statistical purposes only.

Primary Owner of the Firm (51% ownership or more)	<input checked="" type="checkbox"/> Male	<input type="checkbox"/> Sole Proprietorship
	<input type="checkbox"/> Female or	<input type="checkbox"/> Partnership
		<input checked="" type="checkbox"/> Corporation
		<input type="checkbox"/> Limited Liability Partnership
		<input type="checkbox"/> Limited Liability Corporation
		<input type="checkbox"/> Joint Venture
		<input type="checkbox"/> Non-Profit
		<input type="checkbox"/> Governmental/Municipality/Regulatory Agency
	<input type="checkbox"/> Utility	

Ethnicity:

Ethnicity:

* select one from the following List of Ethnicities:

- | |
|---------------------------|
| AFRICAN AMERICAN |
| ASIAN AMERICAN |
| CAUCASIAN AMERICAN |
| HISPANIC AMERICAN |
| NATIVE AMERICAN |
| PACIFIC ISLANDER AMERICAN |

Ownership Classification

Classification:

* select from the following **List of Ownership Classification Codes** (select all that apply):

WBE	(Woman Owned Business Enterprise)
OBE	(Other Business Enterprise)
DBE	(Disadvantaged Business Enterprise)
DVBE	(Disabled Veteran Business Enterprise)
SLBE	(Small Local Business Enterprise)
8(a)	(Small Business Administration 8(a) Enterprise)
SDB	(Small Disadvantaged Business Enterprise)
LBE	(Local Business Enterprise)
MLBE	(Micro Local Business Enterprise)
SBE	(Small Business Enterprise)
MBE	(Minority Business Enterprise)
DPBT	(Persons With A Disability Or Disabilities Business Enterprise)
LGBT	(Lesbian, Gay, Bisexual, Transsexual Business Enterprise)

Certified by an Agency? **No** **Yes** (enter Certification Number and Certifying Agency below)

Certification #:

Agency:

Certification #:

Agency:

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

Please mail this form to: Purchasing & Contracting Department
1200 Third Avenue, Suite 200
San Diego, CA 92101

or fax to: 619/ 236-5904

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

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

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

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

A. PROJECT TITLE:

Chollas Triangle Master Plan

B. BIDDER/CONTRACTOR INFORMATION:

Civitas, Inc.

Legal Name <u>1200 Bannock St.</u>	<u>Denver</u>	DBA <u>CO</u>	<u>80204</u>
Street Address <u>Mark Johnson President & CEO</u>	City <u>303-571-0153</u>	State <u>303-825-0438</u>	Zip <u></u>
Contact Person, Title	Phone	Fax	

C. OWNERSHIP AND NAME CHANGES:

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

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

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

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

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

Corporation Date incorporated: 1/1/1984 State of incorporation: Colorado

List corporation's current officers: President: Mark Johnson
Vice Pres: _____
Secretary: Todd Mead
Treasurer: _____

Is your firm a publicly traded corporation? Yes No

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

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

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

Partnership Date formed: ___/___/___ State of formation: _____

List names of all firm partners:

Sole Proprietorship Date started: ___/___/___

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

Joint Venture Date formed: ___/___/___

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

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

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

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

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

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

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

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

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

F. PERFORMANCE HISTORY:

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

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

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

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

G. COMPLIANCE:

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

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

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

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

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or governmental entity?
 Yes No

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

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?
 Yes No

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

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

Initial submission of *Contractor Standards Pledge of Compliance*.

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

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

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

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

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

Mark Solanson, Pres: CEO
Print Name, Title


Signature

8/31/10
Date

City of San Diego Purchasing & Contracting Department
CONTRACTOR STANDARDS

Pledge of Compliance Attachment "A"

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

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

Mark Johnson Pres

Print Name, Title



Signature

8/2/10

Date

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

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

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

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

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

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

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

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

DISCLOSURE DETERMINATION FOR CONSULTANT

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

- 1. Department / Board / Commission / Agency Name: _____
- 2. Name of Specific Consultant & Company: _____
- 3. Address, City, State, ZIP _____
- 4. E-mail Address: _____
- 5. Date of Assuming Office: _____
- 6. Project Title (as shown on 1472, "Request for Council Action") _____
- 7. Consultant Duties for Project: _____

8. Disclosure Determination [select applicable disclosure requirement]:

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

- or -

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

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

- or -

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

By: _____
[Name/Title]*

[Date]

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

CC-1671 (12/07)

DEFINITION OF "CONSULTANT"

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

(A) Makes a governmental decision whether to:

1. Approve a rate, rule or regulation;
2. Adopt or enforce a law;
3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
4. Authorize the City to enter into, modify, or renew a contract provided it is the type of contract that requires City approval;
5. Grant City approval to a contract that requires City approval and to which the City is a party, or to the specifications for such a contract;
6. Grant City approval to a plan, design, report, study, or similar item;
7. Adopt, or grant City approval of, policies, standards, or guidelines for the City, or for any subdivision thereof; or

(B) Serves in a staff capacity with the City and in that capacity participates in making a governmental decision as defined in Regulation 18702.2 or performs the same or substantially all the same duties for the City that would otherwise be performed by an individual holding a position specified in the City's Conflict of Interest Code.

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

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

