REQUEST FOR COUNCIL ACTION CITY OF SAN DIEGO		CERTIFICATE NUMBER (FOR COMPTROLLER'S USE ONLY) 3000007425
TO: CITY COUNCIL	FROM (ORIGINATING DEPARTMENT): Planning	DATE: 12/18/2014

SUBJECT: Agreement with Wilson & Company to provide traffic engineering services for the Complete Bouelvard Planning Study.

PRIMARY CONTACT (NAME, PHONE):	SECONDARY CONTACT (NAME, PHONE):
Michael Prinz,(619)533-5931	,

COMPLETE FOR ACCOUNTING PURPOSES

FUND	200491	600002			
FUNCTIONAL AREA	OTHR-00000000-NS	OTHR-00000000-TR			
COST CENTER	9913000011	1619000014			
GENERAL LEDGER ACCT	512153	512059			
WBS OR INTERNAL ORDER		AA1000402-13			
CAPITAL PROJECT No.					
AMOUNT	$50,000.00	$166,593.00	0.00	0.00	0.00
FUND					
FUNCTIONAL AREA					
COST CENTER					
GENERAL LEDGER ACCT					
WBS OR INTERNAL ORDER					
CAPITAL PROJECT No.					
AMOUNT	0.00	0.00	0.00	0.00	0.00

COST SUMMARY (IF APPLICABLE): The proposed Agreement will result in a compensation of $216,593 to Wilson & Company. $166,593 will be coming from the SANDAG Smart Growth Incentive Grant and $50,000 from the Mid City Community Parking District Fund.

ROUTING AND APPROVALS

CONTRIBUTORS/REVIEWERS:		APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
Liaison Office		ORIG DEPT.	Tomlinson, Tom	12/23/2014
Environmental Analysis		CFO		
Financial Management		DEPUTY CHIEF		
Equal Opportunity Contracting		COO		
Comptroller		CITY ATTORNEY	Thomas, Shannon	
		COUNCIL PRESIDENTS OFFICE		

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

1. Authorizing the Mayor, or his designee, to execute, for and on behalf of the City, an Agreement with Wilson & Company for the Complete Boulevard Planning Study in an amount not to exceed $216,593 under the terms and conditions set forth in the Agreement; and

2. Authorizing the Chief Financial Officer to expend an amount not to exceed $166,593 From Fund 600002, Grant 1000402 and $50,000 from Fund 200491, to provide funding for the Agreement with Wilson & Company to provide traffic engineering services for the Complete Boulevard Planning Study for the purpose of executing this agreement. 3. Determine that executing a contract agreement between the City and Wilson & Company to complete a plan is exempt from CEQA pursuant to state CEQA guidelines Section 15262.	
STAFF RECOMMENDATIONS: Approve Requested Actions	
SPECIAL CONDITIONS (REFER TO A.R. 3.20 FOR INFORMATION ON COMPLETING THIS SECTION)	
COUNCIL DISTRICT(S):	9
COMMUNITY AREA(S):	City Heights and Kensington-Talmadge
ENVIRONMENTAL IMPACT:	Executing a contract agreement between the City and Wilson & Company to complete a study is exempt from CEQA pursuant to state CEQA guidelines Section 15262.
CITY CLERK INSTRUCTIONS:	Requesting approval of a consultant agreement with Wilson & Company for traffic engineering services related to the Complete Boulevard Planning Study.

COUNCIL ACTION
EXECUTIVE SUMMARY SHEET
CITY OF SAN DIEGO

DATE: 12/18/2014
ORIGINATING DEPARTMENT: Planning
SUBJECT: Agreement with Wilson & Company to provide traffic engineering services for the Complete Bouelvard Planning Study.
COUNCIL DISTRICT(S): 9
CONTACT/PHONE NUMBER: Michael Prinz/(619)533-5931

DESCRIPTIVE SUMMARY OF ITEM:
This action is to enter into an agrreement with Wilson & Company for $216,593. Wilson & Company will perform traffic engineering services to assist City staff in community engagement and preparation of a study and associated technical analyses for the Complete Boulevard Planning Study.
STAFF RECOMMENDATION:
Approve Requested Actions
EXECUTIVE SUMMARY OF ITEM BACKGROUND:
The City of San Diego received $171,617 Smart Growth Incentive Program Grant funding from the San Diego Association of Governments (SANDAG) in 2014. The funds were awarded to identify multi-modal mobility infrastructure improvements within the Little Saigon primary study area along the El Cajon Boulevard Rapid Bus line. The improvements are intended to facilitate more walkable, bikeable, and transit-friendly locations along the Rapid Bus route. The grant-funded effort will include the preparation of conceptual infrastructure improvements, and preliminary engineering drawings, and schematic drawings for future implementation projects. The study development process will engage residents, businesses, and community organizations through community planning group meetings, pop-up outreach events, a community-wide workshop, and stakeholder interviews to develop a study that achieves broad community support.

In May 2014, the Planning Department requested statements of qualifications from five (5) traffic engineering firms from the City of San Diego Consultant Rotation list for traffic engineering services to assist City staff in community engagement and preparation of a study and associated technical analyses for the Complete Boulevard Planning Study. The City selected Wilson & Company, a firm with specialized expertise in providing traffic engineering services for similarly scoped projects. The consultant selection process was administered by Planning Department and Public Works Contracts staff consistent with City Council Policy 300-7 and Administrative Regulation 25.60.

The $171,613 in SANDAG grant funding will be augmented by $50,000 in Mid City Community Parking District funds to cover a portion of the consultant costs and the enterprise fund staff costs associated with this effort.

FISCAL CONSIDERATIONS:

SANDAG grant #1000402-2013 (R-307956) and Mid City Community Parking District Fund 200491 will be used for the total cost of consultant services outlined in the agreement. There will be zero impact to the General Fund.

EQUAL OPPORTUNITY CONTRACTING INFORMATION (IF APPLICABLE):
This agreement is subject to the City's Equal Opportunity Contracting (San Diego Ordinance No. 18173, Section 22.2701 through 22.2708) and Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517).

PREVIOUS COUNCIL and/or COMMITTEE ACTION (describe any changes made to the item from what was presented at committee):
On January 14, 2013, the City Council authorized the filing of the grant application with SANDAG and the execution of the grant agreement.

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:
The City Heights and Kensington-Talmadge planning groups, as well as the El Cajon Boulevard Business Improvement Association, will be extensively involved in the Complete Boulevard Planning Study.

KEY STAKEHOLDERS AND PROJECTED IMPACTS:
The communities of City Heights and Kensington-Talmadge will be key stakeholders in the study development process.

Tomlinson, Tom
Originating Department

_____
Deputy Chief/Chief Operating Officer

AGREEMENT BETWEEN

THE CITY OF SAN DIEGO

AND

WILSON & COMPANY

FOR

COMPLETE BOULEVARD PLANNING STUDY

CONTRACT NUMBER: H146240

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AGREEMENT BETWEEN

THE CITY OF SAN DIEGO
AND WILSON & COMPANY
FOR DESIGN PROFESSIONAL SERVICES

THIS Agreement is made and entered into between the City of San Diego, a municipal corporation [City], and Wilson & Company [Design Professional] for the Design Professional to provide Professional Services to the City for the Complete Boulevard Planning Study (H146240) [Project].

RECITALS

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

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

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

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

ARTICLE I
DESIGN PROFESSIONAL SERVICES

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

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

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

1.3 City Modification of Scope of Services. The City may, without invalidating this Agreement, order changes in the Scope of Services by altering, adding to or deducting from the Professional Services to be performed. All such changes shall be in writing and shall be performed in accordance with the provisions of this Agreement. If any such changes cause an increase or decrease in the Design Professional's cost of, or the time required for, the performance of any of the Professional Services, the Design Professional shall immediately notify the City. If the City deems it appropriate, an equitable adjustment to the Design Professional's compensation or time for performance may be made, provided that any adjustment must be approved by both Parties in writing in accordance with Section 9.1 of this Agreement.

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

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

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

ARTICLE II
DURATION OF AGREEMENT

2.1 Term of Agreement. This Agreement shall be effective on the date it is executed by the last Party to sign the Agreement, and approved by the City Attorney in accordance with San Diego Charter Section 40. Unless otherwise terminated, it shall be effective until completion of the Scope of Services or January 21, 2017; 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 Design Professional shall immediately notify the City in writing if the Design Professional experiences or anticipates experiencing a delay in performing the Professional Services within the time frames set forth in the Time Schedule (Exhibit C). The written notice shall include an explanation of the cause for, and a reasonable estimate of the length of the delay. If in the opinion of the City, the delay affects a material part of the Project, the City may exercise its rights under Sections 2.5-2.7 of this Agreement.

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

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

2.6 City's Right to Terminate for Convenience. The City may, at its sole option and for its convenience, terminate all or any portion of the Professional Services agreed to pursuant to this Agreement by giving written notice of such termination to the Design Professional. Such notice shall be delivered by certified mail with return receipt for delivery to the City. The termination of the Professional Services shall be effective upon receipt of the notice by the Design Professional. After termination of this Agreement, the Design Professional shall complete any and all additional work necessary for the orderly filing of documents and closing of the Design Professional's Professional Services under this Agreement. For services satisfactorily rendered in completing the work, the Design Professional shall be entitled to fair and reasonable compensation for the Professional Services performed by the Design Professional before the effective date of termination. After filing of documents and completion of performance, the Design Professional shall deliver to the City all drawings, plans, calculations, specifications and other documents or records related to both the Project and to the Design Professional's Professional Services on the Project. By accepting payment for completion, filing and delivering documents as called for in this paragraph, the Design Professional discharges the City of all of the City's payment obligations and liabilities under this Agreement.

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

ARTICLE III
COMPENSATION

3.1 Amount of Compensation. The City shall pay the Design Professional for performance of all Professional Services rendered in accordance with this Agreement, including reasonably related expenses, for a total contract amount not exceeding $216,593. The compensation for the Scope of Services shall not exceed $216,593, and the compensation for Additional Services (described in Section 3.2), if any, shall not exceed $0.

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

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

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

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

ARTICLE IV
DESIGN PROFESSIONAL'S OBLIGATIONS

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

4.2 Right to Audit.

4.2.1 Access. The City retains the right to review and audit, and the reasonable right of access to Design Professional's and any Subcontractor's premises to review and audit the Design Professional's or Subcontractor’s compliance with the provisions of this Agreement [City's Right]. The City's Right includes the right to inspect and photocopy same, and to retain copies, outside of the Design Professional's premises, of any and all Project-related records with

appropriate safeguards, if such retention is deemed necessary by the City in its sole discretion. This information shall be kept by the City in the strictest confidence allowed by law.

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

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

4.2.2.2 Accounting Records. The Design Professional and all Subcontractors shall maintain complete and accurate records in accordance with Generally Accepted Accounting Practices in the industry. The Design Professional and Subcontractors shall make available to the City for review and audit; all Project-related accounting records and documents, and any other financial data. Upon the City's request, the Design Professional and Subcontractors shall submit exact duplicates of originals of all requested records to the City.

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

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

4.3 Insurance. The Design Professional shall not begin the Professional Services under this Agreement until it has: (a) obtained, and provided to the City, insurance certificates and endorsements reflecting evidence of all insurance required in Article IV, Section 4.3.1; however, the City reserves the right to request, and the Design Professional shall submit, copies of any policy upon reasonable request by the City; (b) obtained City approval of each company or companies as required by Article IV, Section 4.3.3; and (c) confirmed that all policies contain the specific provisions required in Article IV, Section 4.3.4. Design Professional’s liabilities, including but not limited to Design Professional’s indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Except as provided for under California law, all policies of insurance required hereunder must provide that the City is entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies. Maintenance of specified insurance coverage is a material element of this Agreement and Design Professional’s failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of contract by the City.

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

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

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

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

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

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

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

4.3.3 Acceptability of Insurers.

4.3.3.1 Except for the State Compensation Insurance Fund, all insurance required by this Contract or in the Special General Conditions shall only be carried by insurance

companies with a rating of at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State of California, and that have been approved by the City.

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

4.3.4 Required Endorsements.

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

4.3.4.1 Commercial General Liability Insurance Endorsements.

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

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

4.3.4.2 Automobile Liability Insurance Endorsements

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

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

WAIVER OF SUBROGATION. The Worker's Compensation policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against the City and

its respective elected officials, officers, employees, agents and representatives for losses paid under the terms of this policy or these policies which arise from work performed by the Named Insured for the City.

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

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

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

4.4 Subcontractors. The Design Professional's hiring or retaining of any third parties [Subcontractors] to perform services related to the Project [Subcontractor Services] is subject to prior approval by the City. The Design Professional shall list on the Subcontractor List (Exhibit D Attachment BB) all Subcontractors known to the Design Professional at the time this Agreement is entered. If at any time after this Agreement is entered into the Design Professional identifies a need for additional Subcontractor Services, the Design Professional 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 Design Professional's notice shall include a justification, a description of the scope of services, and an estimate of all costs for the Subcontractor Services. The Design Professional 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 Design Professional and any Subcontractor shall contain the information as described in Sections 4.6, 4.7, 4.10.2, and 4.18, and shall also provide as follows:

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

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

4.4.1.3 In the case of a deficiency in the performance of Subcontractor Services, the Design Professional shall notify the City in writing of any withholding of payment

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

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

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

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

4.5 Contract Activity Report. The Design Professional 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 Design Professional shall provide an invoice from each Subcontractor listed in the report. The Design Professional 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 Design Professional shall comply with the City's Equal Opportunity Contracting Program Design Professional Requirements (Exhibit D). The Design Professional shall not discriminate against any employee or applicant for employment on any basis prohibited by law. The Design Professional shall provide equal opportunity in all employment practices. The Design Professional shall ensure that its Subcontractors comply with the City's Equal Opportunity Contracting Program Design Professional Requirements. Nothing in this Section shall be interpreted to hold the Design Professional liable for any discriminatory practice of its Subcontractors.

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

participate in subcontracting opportunities. The Design Professional understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions. This language shall be in contracts between the Design Professional and any Subcontractors, vendors and suppliers.

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

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

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

4.7.2 Drug-Free Awareness Program. The Design Professional shall establish a drug-free awareness program to inform employees about: (1) the dangers of drug abuse in the work place; (2) the policy of maintaining a drug-free work place; (3) available drug counseling, rehabilitation, and employee assistance programs; (4) the penalties that may be imposed upon employees for drug abuse violations.

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

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

4.8 Title 24/Americans with Disabilities Act Requirements. Design Professional has sole responsibility for ensuring that all Project plans and other design services comply with

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

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

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

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

4.10.1.1 If a determination is made that certain individuals must disclose relevant financial interests, the statements of economic interests shall be made on Fair Political Practices Commission Form 700 and filed with the City Clerk. The individual shall file a Form 700 (Assuming Office Statement) within thirty calendar days of the City's determination that the individuals are subject to a conflict of interest code. Each year thereafter, the individuals shall also file a Form 700 (Annual Statement) on or before April 1, disclosing any financial interests held during the previous calendar year for which the individual was subject to a conflict of interest code. A Form 700 (Leaving Office Statement) shall also be filed when the individual discontinues services under this Agreement.

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

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

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

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

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

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

4.12 Compensation for Mandatory Assistance. The City will compensate the Design Professional for fees incurred for providing Mandatory Assistance as Additional Services under Section 3.2. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of the Design Professional, its agents, officers, and employees, the Design Professional shall reimburse the City. The City is then entitled to reimbursement of all fees paid to the Design Professional, its agents, officers, and employees for Mandatory Assistance.

4.13 Attorney Fees related to Mandatory Assistance. In providing the City with dispute or litigation assistance, the Design Professional or its agents, officers, and employees may incur expenses and/or costs. The Design Professional agrees that any attorney fees it may incur as a result of assistance provided under Section 4.11 are not reimbursable. The Parties

agree this provision does not in any way affect their rights to seek attorney fees under Article VIII, Section 8.8 of this Agreement.

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

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

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

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

4.17 Design-Build Competition Eligibility. Any architectural firms, engineering firms, Design Professionals, or individuals retained by the City to assist the City with developing criteria or preparing the preliminary design or the request for proposals for a Design-Build competition shall not be eligible to participate with any Design-Build Entity in that Design-Build competition. Additionally, the City may determine in its sole discretion that a Subcontractor hired to assist with a Design-Build competition, regardless of whether the Subcontractor was hired by the City or hired by an architectural firm, engineering firm, Design Professional, or individual retained by the City, has a competitive advantage and as such is ineligible to participate in that Design-Build competition.

4.18 Storm Water Management Discharge Control. Consultant shall comply with Chapter 4, Article 3, Division 3 of the San Diego Municipal Code, Storm Water Management Discharge Control, as amended from time to time, and any and all Best Management Practice guidelines and pollution elimination requirements as may be established by the Enforcement Official. Further, the Consultant shall prepare and incorporate into the construction documents a Storm Water Pollution Prevention Plan (SWPPP) to be implemented by the contractor during construction of any project that is subject to the Construction General Permit, California State Water Resources Control Board Order No. 2009-009-DWQ, as amended from time to time. Where applicable, the SWPPP shall comply with both the California Construction General Permit and City of San Diego Municipal Separate Storm Sewer National Pollution Discharge Elimination System permit requirements and any municipal regulations adopted pursuant to those permits.

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

4.20 Prevailing Wage Rates. Prevailing wage rates apply to this contract.

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

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

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

4.20.1.2. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of

this Agreement. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Agreement in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Agreement, each successive predetermined wage rate shall apply to this Agreement on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Agreement, such wage rate shall apply to the balance of the Agreement.

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

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

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

4.20.5. Working Hours. Design Professional and subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of $25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections1810 through 1815.

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

4.20.7. Labor Code Section 1861 Certification. Design Professional in accordance with California Labor Code section 3700 is required to secure the payment of compensation of

its employees and by signing this Agreement, Design Professional certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this agreement."

4.20.8. Labor Compliance Program. The City has its own Labor Compliance Program (LCP) as authorized by the DIR since 2011. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. Any questions concerning the City's LCP shall be directed the Equal Opportunity Compliance Program office.

ARTICLE V
RESERVED

ARTICLE VI
INDEMNIFICATION

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

6.2 Design Professional Services Indemnification and Defense.

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

6.2.2 Design Professional Services Defense. Parties will work in good faith to procure applicable insurance coverage for the cost of any defense arising from all claims,

demands or liability that arise out of, pertain to or relate to the negligence, recklessness, or willful misconduct of Design Professional or Design Professional's officers or employees.

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

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

ARTICLE VII
MEDIATION

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

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

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

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

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

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

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

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

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

ARTICLE VIII
INTELLECTUAL PROPERTY RIGHTS

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

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

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

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

8.5 Subcontracting. In the event that Design Professional utilizes a Subcontractor(s) for any portion of the Work that is in whole or in part of the specified Deliverable(s) to the City, the agreement between Design Professional 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 Design. Professional may not publish or reproduce any Deliverable Materials, for purposes unrelated to Design Professional's work on behalf of the City without prior written consent of the City.

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

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

ARTICLE IX
MISCELLANEOUS

9.1 Notices. In all cases where written notice is required under this Agreement, service shall be deemed sufficient if the notice is deposited in the United States mail, postage paid. Proper notice shall be effective on the date it is mailed, unless provided otherwise in this Agreement. For the purpose of this Agreement, unless otherwise agreed in writing, notice to the City shall be addressed to: Planning Department, c/o Michael Prinz, MS 413, 1222 First Avenue, San Diego, CA 92101, and notice to the Design Professional shall be addressed to: Wilson & Company, 410 N. 44th Street, Suite 460, Phoenix, Arizona 85008

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

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

9.4 Independent Contractors. The Design Professional and any Subcontractors employed by the Design Professional shall be independent contractors and not agents of the City. Any provisions of this Agreement that may appear to give the City any right to direct the Design Professional concerning the details of performing the Professional Services, or to exercise any control over such performance, shall mean only that the Design Professional shall follow the direction of the City concerning the end results of the performance.

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

Further, the City reserves the right, after consultation with the Design Professional, to require any of the Design Professional's employees or agents to be removed from the Project.

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

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

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

9.9 Compliance with Controlling Law. The Design Professional shall comply with all laws, ordinances, regulations, and policies of the federal, state, and local governments applicable to this Agreement, including California Labor Code section 1720 relating to the payment of prevailing wages during the design and preconstruction phases of a project, including inspection and land surveying work. In addition, the Design Professional shall comply immediately with all directives issued by the City or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations. The laws of the State of California shall govern and control the terms and conditions of this Agreement.

9.10 Jurisdiction 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.

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

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

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

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

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

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

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

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

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

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

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

9.22 Contractor Standards. This Agreement is subject to the Contractor Standards clause of the Municipal Code Chapter 2, Article 2, Division 32 adopted by Ordinance No. O-19383. All consultants are required to complete the Contractor Standards Pledge of Compliance included herein as Exhibit I. The Contractor Standards are available online at

www.sandiego.gov/purchasing/vendor/index.shtml or by request from the Purchasing & Contracting Department by calling (619) 236-6000.

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

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

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

Contractors also must give the City access to documents and records sufficient for the City to verify the contractors are providing equal benefits and otherwise complying with EBO requirements. Full text of the EBO and the Rules Implementing the Equal Benefits Ordinance are posted on the City's website at www.sandiego.gov/purchasing/ or can be requested from the Equal Benefits Program at (619) 533-3948.

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

The remainder of this page has been intentionally left blank.

IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor, pursuant to R - _____, authorizing such execution, and by the Design Professional pursuant to Wilson & Company's signature authority document.

Dated this _____ day of _____, _____.

THE CITY OF SAN DIEGO
Mayor or Designee

By_____

I HEREBY CERTIFY I can legally bind Wilson & Company and that I have read all of this Agreement, this 18th day of December, 2014.

By Daniel F. Marum
Dan Marum
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

MINUTES OF SPECIAL MEETING OF
DIRECTORS OF
WILSON & COMPANY, INC., ENGINEERS & ARCHITECTS

A special meeting of the directors of Wilson & Company, Inc., Engineers & Architects was held on the 5th day of December, 2013. The following, being all of the Directors of the Company, were present at the meeting either in person or via telephone conference call:

Daniel S. Aguirre	Kenneth H. Hancock
James A. Brady	James E. Ross
Ryan R. Branfort	Steven D. Watt

James A. Brady presided at the meeting as Chairman and Ryan R. Branfort acted as Secretary of the meeting.

There was next considered the matter of naming the Corporation's Officers for the purposes of binding the Company for 2013.

NOW, THEREFORE, upon motion duly made, seconded, and carried, it was unanimously

RESOLVED, that the named Officers for the purposes of binding the Company for 2014 will be:

	Officer Title	**Authorized Amount**
Watt, Steven D.	President	Unlimited
Aguirre, Daniel S.	Senior Vice President	Unlimited
Brady, James A.	Senior Vice President	Unlimited
Branfort, Ryan R.	Senior Vice President	Unlimited
Hancock, Kenneth H.	Senior Vice President	Unlimited
Ross, James E.	Senior Vice President	Unlimited
Eisenbraun, Troy E.	Senior Vice President	Unlimited
Anderson, Jimmy J.	Vice President	Unlimited
Cordova, Edward S.	Vice President	Unlimited
Croshaw, C. Scott	Vice President	Unlimited
Falini, Michael D.	Vice President	Unlimited
Juarez-Infante, Mario	Vice President	Unlimited
King, Michael W.	Vice President	Unlimited
Long, Larry G.	Vice President	Unlimited
Perkins, Scott F.	Vice President	Unlimited
Scholfield, Mark M.	Vice President	Unlimited
Fitzwater, David M.	Assoc. Vice President	$800,000.00
Johnson, Eric L.	Assoc. Vice President	$800,000.00
Marum, Daniel F.	Assoc. Vice President	$800,000.00
Olson, David A.	Assoc. Vice President	$800,000.00
Aragon, Benjamin H.	Officer	$250,000.00
Castellano, Maria L.	Officer	$250,000.00
Eric S. Cenovich	Officer	$250,000.00

Danaher, Douglas H.	Officer	$250,000.00
Fuller, Brigitte M.	Officer	$250,000.00
Garcia, Savina G.	Officer	$250,000.00
Glissman, L. Tyler	Officer	$250,000.00
Harrell, John N.	Officer	$250,000.00
Leifheit, Andrew M.	Officer	$250,000.00
Martin, Marji L.	Officer	$250,000.00
Meier, Derek D.	Officer	$250,000.00
Melton, Tom W.	Officer	$250,000.00
Perea, Christopher A.	Officer	$250,000.00
Salazar, Steven J.	Officer	$250,000.00
Spano, Brian P.	Officer	$250,000.00
Townsend, James K.	Officer	$250,000.00
Waterman, F. Scott	Officer	$250,000.00
Green, Charles R.	Officer	$250,000.00
Ladner, David A.	Officer	$250,000.00
Michiels, Paul B.	Officer	$50,000.00

There being no further business to come before the meeting, upon motion duly made, seconded and carried, the meeting adjourned.

I, the undersigned, James A. Brady, hereby certify that the foregoing is a true and correct copy of the minutes of a special meeting of the Board of Directors of Wilson & Company, Inc., Engineers & Architects on the 5th day of December, 2013, and that all of the resolutions recited therein were unanimously adopted by such Directors, all of whom were present at the meeting either in person or via telephone conference call.

Dated this 5th day of December, 2013.

James A. Brady, Chairman

DESIGN PROFESSIONAL AGREEMENT EXHIBITS

Exhibit A - Scope of Services

Exhibit B - Compensation and Fee Schedule

Exhibit C - Time Schedule

Exhibit D - City's Equal Opportunity Contracting Program Consultant Requirements
(AA) Work Force Report
(BB) Subcontractors List
(CC) Contract Activity Report
(DD) Consultant Past Participation List

Exhibit E - Consultant Certification for a Drug-Free Workplace

Exhibit F - Determination Form

Exhibit G - City Council Green Building Policy 900-14

Exhibit H - Consultant Evaluation Form

Exhibit I - Contractor Standards Pledge of Compliance

Exhibit J - Equal Benefits Ordinance Certification of Compliance

Exhibit K - Regarding Information Requested under the California Public Records Act

Exhibit L - Americans With Disabilities Act (ADA) Compliance Certification

EXHIBIT A

SCOPE OF SERVICES

COMPLETE BOULEVARD PLANNING STUDY (H146240)

PROJECT DESCRIPTION

The Complete Boulevard Planning Study will identify multi-modal mobility infrastructure and urban design improvements along El Cajon Boulevard from Highland Avenue on the west to 50th Street on the east (study area). The improvements are intended to help realize the transformative potential of the Rapid Bus and future Bus Rapid Transit (BRT) along State Route 15 in Mid-City by creating more walkable, bikeable, and transit-friendly locations along the Rapid Bus route.

TASK 1: PROJECT MANAGEMENT

Wilson & Company will conduct and facilitate regularly scheduled project coordination and administration meetings with the City project management team to ensure ongoing communication of project progress, including:

- Completed work activities
- Upcoming work activities
- Needed/missing information
- Outstanding project-related issues
- Budget
- Schedule

Wilson & Company will participate in all necessary staff and agency meetings (as determined by the City's designated project manager) and public hearings related to the Study and will require the attendance of Subconsultants at City staff meetings when deemed necessary by the City's designated project manager. On a bimonthly basis, Wilson & Company 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, Wilson & Company will prepare all meeting agendas and meeting minutes for all regularly scheduled project meetings within a week of a meeting for review and comment. Wilson & Company 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. Wilson & Company will provide all internal quality control for all the project deliverables prior to being submitted to the City or the public.

Deliverable: Project schedule and revisions, staffing plan, contact list, stakeholder list (approved by the City's project manager), meeting agendas, minutes, monthly progress reports and invoices.

TASK 2: COMMUNITY OUTREACH

Wilson & Company will prepare a stakeholder outreach plan that details the community engagement strategy to be followed throughout the Study process. The outreach plan will be approved by the City's project manager before outreach efforts can begin.

As part of the outreach effort, public notices for scheduled outreach events will be prepared and distributed once approved by City staff via emails and/or website announcements to the community and stakeholders. Wilson & Company team will prepare all necessary graphic and informational materials for all community outreach events.

One (1) Public Workshop and five (5) focus group meetings at locations close to (or within) the study area to provide greater access to those that live, work and conduct business within this corridor. City staff will help solicit and coordinate participation from the relevant community planning groups. Wilson & Company will provide all materials to City staff at least two weeks in advance of the community outreach event. The City's project manager will review and approve all outreach materials (e.g. agendas, presentations, handouts, etc.) in advance of all community outreach events.

Wilson & Company will provide the translation service required for effective communication with the majority stakeholder groups (specifically, Vietnamese and Spanish).

Wilson & Company will also conduct one (1) Walk Audit early in the process to assist in identifying issues critical to the stakeholders, including pedestrian and bicycle issues along the corridor. The Walk Audit will be a hands-on exercise with booklets that will be handed out to participants for marking their comments. The participants will provide feedback relating to safety, traffic, walking comfort, ADA related issues, bicycling, parking, transit access, and driveways.

In addition to public workshop and focus group meetings, the Wilson & Company team will assist City staff in presenting updates and/or final reports to community planning groups, Planning Commission and/or City Council. Wilson & Company will attend up to four (4) meetings in this capacity.

Deliverable: Stakeholder Outreach Plan; Workshop and Community Meeting Presentations and Handouts; Workshop and Community Meeting Summary Reports

TASK 3: EXISTING CONDITIONS EVALUATION

Information on the corridor will be collected as outlined below. GIS data, as-built plans, and appropriate SANGIS information will be assembled and field verified for accuracy. Roadway related data/information will be compiled to develop the existing condition Base Map for the study area. The Base Map will include aerials, right-of-way, curb/gutter and sidewalk, curb-to-curb pavement width, curb ramps, driveways (curb cuts), street trees, and locations of other relevant existing infrastructure (i.e. raised median, traffic controls, streetlights, storm drains). Wilson & Company will obtain GIS data and As-Built plans from the City and SANGIS for field verification.

Wilson & Company will obtain past intersection and daily traffic counts, current Engineering and Traffic (E&T) Surveys (speed surveys) and accident data (intersections and segments) for the past three years from the City of San Diego for the section of El Cajon Boulevard within the study area. Wilson & Company team will review the speed and accident data to determine appropriate safety improvements that need to be noted and included in the study.

Past planning studies associated with the corridor will be documented including traffic requests evaluated in recent years, identified projects in the Capital Improvement Program, unfunded

needs, and other project specific recommendations. Also, identified needs from the Community Plan, Safe Routes to Transit Map, Public Facilities Financing Plan, Bicycle Master Plan and the Pedestrian Master Plan will be documented.

A very high-level opportunities and constraints assessment will be conducted based on the information above in order to inform specific count data collection needs.

A. Intersection Peak Period Turn Volumes

Intersection peak period turn volumes will be collected at up to ten (10) intersections during the AM and PM peak hours including bicycle and pedestrian counts. Specific count locations will be determined after review of previous count data, determination of multimodal analysis methods, and an initial high-level assessment of opportunities and constraints. The locations will be proposed by the consultant and approved by the City's project manager.

B. 24-Hour Segment Volumes (ADT)

Roadway 24-hour traffic volumes (ADT) will be collected at up to (15) locations (El Cajon Blvd (7), Highland Ave (1), Chamoune St (1), Menlo Ave (2), Euclid Ave (2), and Winona Avenue (2)).

As part of the inventory, existing transit facilities in the area will be documented on an aerial photo. Transit Services Boarding/Alighting Data by Route and Stop will be obtained from SANDAG and/or MTS for the multi-modal transit analysis. Transit stops will be inventoried for presence of a concrete bus pad, seating, trash receptacle, shelter and other features identified by SANDAG in their draft Safe Routes to Transit Regional Plan based on station/stop typology.

On-street parking inventory, including time restriction parking as well as adjoining public parking lots and their capacity for off-street parking will be inventoried and documented. Parking issues noted by the stakeholders regarding demand and supply will be documented as well to provide an understanding of parking availability along the corridor.

A Multi-modal Level/Quality of Service Analysis for all modes of travel will be conducted. The specific analysis methods will be determined in consultation with city staff and may be an alternative to the Highway Capacity Manual Urban Streets MMLOS methods if appropriate.

Detailed field review will occur as required for the multi-modal analysis to provide a thorough multi-modal assessment within the study corridor under existing conditions. Pedestrians/bicycle/transit facilities, operations, and quality of service will be analyzed to understand existing constraints and challenges. Signal timing plans will be obtained from the City of San Diego to perform an arterial analysis. All analyses will be summarized in both tabular and graphical formats.

SANDAG travel demand model, Series 12 – 2050 Forecasted Traffic Volumes will be used to derive the long range traffic demand for the corridor. The consultant will recommend adjustments if appropriate based on current and historical count data and engineering judgment. Final adjustments will be approved by the City.

Wilson & Company will identify appropriate assets, liabilities, opportunities, and constraints associated with each mode of transportation based on information collected as part of this task and the Walking Audit from Task 2. This will also include parking and truck loading and unloading zones. Truck delivery and access will be documented and depicted on a separate map to identify constrains and opportunities for truck movement within the corridor study.

Deliverable: Working Paper 1 – Existing Condition Evaluation

TASK 4: CONCEPT DEVELOPMENT, VETTING, FEASIBILITY ANALYSIS AND REFINEMENT

Wilson & Company will conduct initial future conditions analysis for the study area based on forecasted year 2050 traffic volumes and identified and committed improvements for El Cajon Boulevard study area. Future conditions analysis without project will be limited to that necessary to develop improvement concepts. This future analysis will include a planning level assessment of safety conditions, Multi-Modal analysis for all modes of travel, including pedestrian, bike, transit, and automobile, parking demand and supply, and commercial truck delivery and access evaluation and recommendations for the corridor. The parking demand analysis will reflect input from community stakeholders. Full future conditions analysis will be needed on the final refined concept plan. The findings of this future no-build base condition evaluation will be compared with the assessment results of the existing condition, assets, liabilities, opportunities and

constrains to provide an indication of cumulative deficiencies for the corridor and will be used as the basis for developing alternatives for the Corridor Concept Plan.

The Corridor Concept Plan should identify locations for public spaces, focal points, gateway elements, etc. that correspond with the proposed mobility treatments. Wilson & Company will conduct a 4-hour focus group meeting with the public and City Staff to discuss initial conceptual elements by the Project Team and City Staff to be included in the study. Thematic concepts for placemaking, urban design opportunities, site amenities, and storm water biofiltration will be discussed and vetted prior to conducting the community workshop. Any refinements discussed at this focus group meeting will be documented and a corridor graphic layout will be updated based on the agreed-upon direction from this workshop.

Following the project focus group meeting, a community workshop will provide a broader opportunity for input and idea sharing. Additional input and critique from the community workshop will be documented for discussion with City Staff, and final refinements will be made to the concepts. A high-level feasibility assessment will be conducted to assess constructability and budget impact issues relating to the various planning concepts. The refined Corridor Concept Plan and associated recommended improvements will be outlined, and priorities assigned based on final criteria from the City related to safety, pedestrian, bicycle, transit, auto, delivery, parking, storm water, and budget.

Deliverable: Working Paper 2 – Corridor Concept Plan

TASK 5: PRELIMINARY ENGINEERING, COST ESTIMATES AND INITIAL STUDY/CEQA ANALYSIS

Wilson & Company will provide 30 % design preliminary engineering plans for the Refined Concept plan for selected high priority elements. The 30% plans will also include enough information for Wilson & Company to provide engineer cost estimates. The 30% design preliminary engineering plans will require a survey. Only those locations where there are proposed enhancements requiring near term construction will require limited survey information. Available survey information will be provided by the City from other current studies such as the Rapid Bus study will be used extensively. Low Impact Development storm water biofiltration

requirements and associated opportunities will be identified and made a part of the 30% preliminary engineering design. Wilson & Company will also develop an engineering cost estimate for the Refined Concept Plan based on a 30% engineering design.

An Initial Study (IS) will be prepared for the proposed project pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15063. The IS will follow the City of San Diego's (City's) standard format in accordance with Appendix G of the CEQA Guidelines, and will include a description of the proposed project, a summary of existing conditions within the City, an IS checklist that identifies potential environmental impacts that may occur as a result of implementing the project, mitigation measures, if necessary, and supporting figures. The IS will document each environmental resource topic and will summarize the results and conclusions of technical studies prepared for the project (if applicable). The IS will be the basis for the City to determine the appropriate CEQA document for the project, and will include technical specialist time to evaluate the topics of noise, air quality, and greenhouse gas (GHG) emissions at a constraints level for the project. No technical studies addressing these topics are included, and associated analysis included in the IS will be qualitative in nature.

Deliverable: Working Paper 3 – Preliminary Engineering, Project Cost and CEQA documents

TASK 6: SCHEMATIC DESIGN

Graphic depiction of 'Thematic Streetscape Elements' will include a Plan View & Design Description for 2 sample blocks. Plan View 'A' would depict a block w/Major Transit Node. Plan View 'B' would depict a block w/Minor Transit Node. Typical Median improvements will also be shown on Plan View A & B. Thematic elements will be called out in the Plan Views and include signage & banner concepts; site furnishings (pedestrian light poles; benches; trash receptacles; bicycle racks) and thematic plant materials. Typical photos or photoshop images with descriptions will depict the flavor of each element. A Basis of Design Statement will also be developed. A Cost Estimate will be developed to reflect appropriate quantity of all "Thematic Streetscape Elements" for the entire project area.

Deliverable: Working Paper 4 – Schematic Design

TASK 7: DRAFT AND FINAL STUDY REPORT

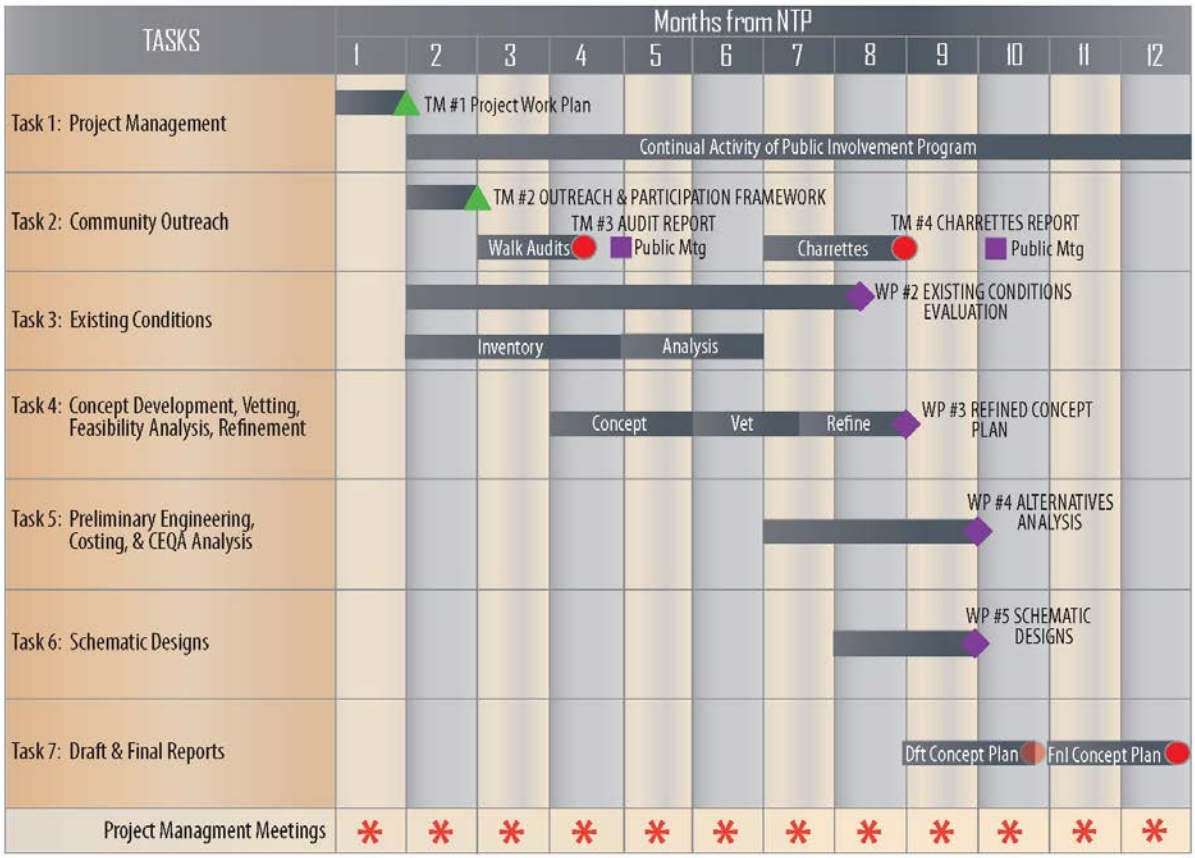
A draft study report will be developed that documents the process, evaluations, public input and design criteria. The draft study report will be distributed electronically to the City Staff for a 3-week review period. Proposed substantive changes (not grammatical) will be documented in a comment/response form, and addressed in a final study report.

Deliverable: Draft and Final Study Reports

COMPENSATION AND FEE SCHEDULE

Wilson & Company			Task and Associated Hours								
Name	**Classification**	**Hourly Rate**	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**Hrs.**	**Billing Amount**
Zoubir Ouadah	Project Manager	$187.50	4	16	24	56	56	2	4	162	$30,375
Dan Marum	Principal	$238.08	4	6	4	8	4	2	4	32	$7,619
Jim Townsend	Sr. Project Manager	$186.24	2	8	12	18	18	2	12	72	$13,409
Vanessa Spartan	Project Manager	$104.00	0	24	40	24	0	0	24	112	$11,648
Alan Ferreira	Sr. Planner	$132.00	0	0	24	16	24	0	0	64	$8,448
CADD/EIT Engineer	Engineer	$92.00	0	36	24	40	120	0	24	244	$22,448
GIS Tech/Graphics		$59.54	0	40	40	56	16	0	40	192	$11,432
Admin	Admin	$70.33	4	4	8	8	8	4	8	44	$3,095
Total Labor for Wilson & Company			**14**	**134**	**176**	**226**	**246**	**10**	**116**	**922**	
Total Labor Costs for Wilson & Company			**$2,356**	**$14,389**	**$20,167**	**$27,942**	**$30,528**	**$1,505**	**$11,585**		**$108,473**
Direct Expenses	Travel/Meals/Print	Cost	$150	$500	$200	$500	$800	$50	$400		$2,600
Total for Wilson & Company											**$111,073**
Subconsultant Bennett Peji Design			**Task and Associated Hours**								
Name	**Classification**		**1**	**2**	**3**	**4**	**5**	**6**	**7**		**Billing Amount**
Bennett Peji	Sr. Planner		**$0**	**$16,000**	**$1,000**	**$6,000**	**$1,000**	**$7,000**	**$0**		**$31,000**
Subconsultant Helix			**Task and Associated Hours**								
Name	**Classification**		**1**	**2**	**3**	**4**	**5**	**6**	**7**		**Billing Amount**
Total Costs for Helix			**$0**	**$0**	**$0**	**$0**	**$12,500**	**$0**	**$0**		**$12,500**
Subconsultant CJ Roberts Engineering			**Task and Associated Hours**								
Name	**Classification**		**1**	**2**	**3**	**4**	**5**	**6**	**7**		**Billing Amount**
Total Costs for CJ Roberts			**$0**	**$0**	**$0**	**$0**	**$8,900**	**$0**	**$0**		**$8,900**
Subconsultant Chen Ryan			**Task and Associated Hours**								
Name	**Classification**		**1**	**2**	**3**	**4**	**5**	**6**	**7**	**Count Expenses**	**Billing Amount**
Total Costs for Chen Ryan			**$0**	**$1,600**	**$12,240**	**$6,560**	**$0**	**$0**	**$0**	**$2,720**	**$23,120**
Subconsultant Marum Partnership			**Task and Associated Hours**								
Name	**Classification**		**1**	**2**	**3**	**4**	**5**	**6**	**7**	**Other Expenses**	**Billing Amount**
Total Costs for Mar	Principal		**$0**	**$5,000**	**$5,000**	**$6,000**	**$2,000**	**$7,000**	**$5,000**		**$30,000**
Total budget by Tas	**Total Cost of Work Task**		**$2,506**	**$37,489**	**$38,607**	**$47,002**	**$55,728**	**$15,555**	**$16,985**	**$2,720**	**$216,593**
Percent of budget by Task:			**1%**	**17%**	**18%**	**22%**	**26%**	**7%**	**8%**		
TOTAL FOR WILSON & COMPANY PROJECT TEAM											**$216,593**

TIME SCHEDULE



The following descriptions define the number of working days required to complete the task from the Notice to Proceed:

- Task 1: Work Plan 18 working days from Notice to Proceed.
    - Duration of Task 1 is 562 working days from Notice to Proceed.
- Task 2: 210 working days from Notice to Proceed.
- Task 3: 157 working days from Notice to Proceed.
- Task 4: 167 working days from Notice to Proceed.
- Task 5: 189 working days from Notice to Proceed.
- Task 6: 189 working days from Notice to Proceed.
- Task 7: 253 working days from Notice to Proceed.
- Contract duration: 562 working days from Notice to Proceed.

EXHIBIT D

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

CONSULTANT REQUIREMENTS

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- DD. **Consultant Past Participation List** 12

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

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

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

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

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

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

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

A. Nondiscrimination in Employment. Consultant shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Consultants shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Consultant liable for any discriminatory practice of its subcontractors.

B. Work Force Report. If based on a review of the Work Force Report (Attachment AA) submitted an EOCP staff Work Force Analysis determines there are under representations when compared to County Labor Force Availability data, then the Consultant will also be required to submit an Equal Employment Opportunity (EEO) Plan to the Program Manager of the City of San Diego Equal Opportunity Contracting Program (EOCP) for approval.

C. Equal Employment Opportunity Plan. If an Equal Employment Opportunity Plan is required, the Program Manager of EOCP will provide a list of plan requirements to Consultant.

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

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

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

a. 20% participation – 5 points

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

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

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

C. Commitment Letters. Consultant shall also submit Subcontractor Commitment Letters on Subcontractor's letterhead, no more than one page each, from all proposed Subcontractors to acknowledge their commitment to the team, scope of services, and percent of participation in the project.

D. Contract Activity Reports. To permit monitoring of the winning Consultant's commitment to achieving compliance, Contract Activity Reports (Attachment CC) reflecting work performed by Subcontractors/Subconsultants/Vendors shall be submitted quarterly for any work covered under an executed contract.

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

A. Consultants are required to submit the following information with their proposals:

1. Outreach Efforts. Description of Consultant's outreach efforts undertaken on this project to make subcontracting opportunities available to all interested and qualified firms including SLBE/ELBE/DBE/MBE/WBE/DVBE/OBE.

2. Past Participation Levels. The Consultant shall list all Subcontractor and Supplier past participation levels on each project (preferably in the City or County of San Diego) in response to Section 6.2.3 of the RFP by using the Past Participation List (Attachment DD). Include the name of project, type of project, value of project, Subcontractor and Supplier firm name, Subcontract amount and identification of the firm's ownership as a certified Minority Enterprise (MBE), Women Business Enterprise (WBE), Disadvantaged Business Enterprise (DBE), Disabled Veteran Business Enterprise (DVBE), Other Business Enterprise (OBE), Emerging Local Business Enterprise (ELBE) or Small Local Business Enterprise (SLBE). To receive credit for past participation levels by certified firms, Consultant shall provide copies of all listed consultant's certifications with the Proposal.

3. Equal Opportunity Employment. Listing of Consultant's strategies to recruit, hire, train and promote a diverse workforce. These efforts will be considered in conjunction with Consultant's *Workforce Report* as compared to the County's Labor Force Availability.

4. Community Activities. Listing of Consultant's current community activities such as membership and participation in local organizations, associations, scholarship programs,

mentoring, apprenticeships, internships, community projects, charitable contributions and similar endeavors.

B. In accordance with the City's Equal Opportunity Commitment, the City will consider the four factors described above as part of the evaluation process. A maximum of 13 additional points will be awarded based on consideration of these four factors. Points awarded based on Consultants demonstrated commitment to equal opportunity will be in addition to any points awarded for SLBE or ELBE participation as described in Section IV.

VI. Definitions.

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

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

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

Certified **"Disabled Veteran Business Enterprise" (DVBE)** means a business which is at least fifty-one percent (51%) owned by one or more veterans with a service related disability and whose management and daily operation is controlled by the qualifying party(s).

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

"Emerging Local Business Enterprise" (ELBE) – Any for-profit enterprise that is not a broker, that is independently owned and operated; that is not a subsidiary of another business; that meets the definition of a local business; and that is not dominant in its field of operation whose average gross annual receipts in the prior three fiscal years do not exceed:

- $2.75 million – Construction
- $1.5 million – Specialty Construction
- $1.5 million – Goods/Materials/Services
- $1.5 million – Trucking
- $1.0 million – Professional Services and Architect/Engineering

If a business has not existed for 3 years, the gross sales limits described above shall be applied based upon the annual averages over the course of the existence of the business.

"Local Business Enterprise" (LBE) – A firm having a Principal Place of Business and a Significant Employment Presence in San Diego City or County, California that has been in operation for 12 consecutive months and a valid business tax certificate. This definition is subsumed within the definition of Small Local Business Enterprise.

"Small Local Business Enterprise" (SLBE) – Any for-profit enterprise that is not a broker, that is independently owned and operated; that is not a subsidiary of another business; that meets definition of a local business; and that is not dominant in its field of operation whose average gross annual receipts in the prior three fiscal years do not exceed:

- $5.0 million – Construction
- $3.0 million – Specialty Construction
- $3.0 million – Goods/Materials/Services
- $3.0 million – Trucking
- $2.0 million – Professional Services and Architect/Engineering*

California State certified Micro and Disabled Veteran Owned business enterprises shall also satisfy the income requirements to be defined as a Small Local Business Enterprise.

If a business has not existed for 3 years, the employment and gross sales limits described above shall be applied based upon the annual averages over the course of the existence of the business.

VII. Certification.

Below are the EOCP – accepted certification agencies along with certifiable groups:

City of San Diego:	ELBE, SLBE
Caltrans:	DBE, SMBE, SWBE
Dept. of General Services:	DVBE
CA Public Utilities Commission:	MBE, WBE
City of Los Angeles:	DBE, WBE, MBE
SD Regional Minority Supplier Diversity Council:	MBE, WBE

VIII. List of Attachments.

AA. Work Force Report
BB. Subcontractors List
CC. Contract Activity Report
DD. Consultant Past Participation List

EXHIBIT D

EQUAL OPPORTUNITY EMPLOYMENT

Wilson & Company is an Equal Opportunity Employer. It is and will continue to be the Company's policy not to discriminate in the terms or conditions of employment against any employee or an applicant for employment because of race, color, religion, sex, national origin, disability, physical or mental impairment, serious medical condition, pregnancy, age, sexual orientation, gender identity, veteran or military status, or marital status The Company makes hiring decisions based on the best-qualified candidate for the position, and may give preference to veterans or persons with disabilities in certain instances. Reasonable accommodations will be made for persons with disabilities or for the religious observances and practices of employees and prospective employees.

The Company's goal is that its demographics by job group are statistically representative of the local labor market. To achieve this goal the Company takes affirmative action, which includes periodic self-analysis of demographics, collection and analysis of applicant flow data, use of various recruiting sources and efforts, review and revision of internal policies and training to give qualified women, minorities, veterans and persons with disabilities access to the Company's employment opportunities.

Wilson & Company makes employment decisions based on an employee's or applicant's skills, education, professional certification, job performance, contribution, and experience, without discrimination.

The company policy is to accomplish and maintain all employment actions including recruitment, advertisements and solicitations for employment; promotions, transfers, treatment during employment, wage policies, training, layoffs, and terminations on the same nondiscriminatory basis.

No employee will discriminate against or harass, or aid, abet, compel, or influence another employee to discriminate against or harass, any employee on a protected basis, or retaliate against any employee who opposes such actions. .

For job referral purposes the Company only uses those employment agencies which do not discriminate.

An annual Statement of Equal Employment Opportunity and Affirmative Action Plan is prepared and distributed to any Federal, State, or local agency or client requesting it. Employees may obtain a copy of the plan through the Human Resources Department between the hours of 8:00 a.m. and 5:00 p.m. (MST) Monday through Friday.

As a Federal Contractor, the Company complies with Executive Order No. 11246 of September 25, 1965, as amended; Section 402 of the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Section 503 of the Rehabilitation Act of 1973, as amended; and the regulations of the Department of Labor. These guidelines are consistent with the Company's long-standing policy that conduct creating an intimidating, hostile or offensive working environment will not be tolerated and those violating this practice may be subject to disciplinary action up to and including discharge.

Any employee who feels that he or she has been, or is being subjected to discrimination or harassment is urged to immediately contact their Supervisor, a Division Manager or the Human Resources Department.

OUTREACH EFFORTS

Outreach Program

Wilson & Company, Inc., Engineers & Architects has developed an Outreach Program that outlines specific efforts undertaken for the Voltaire Street Rehabilitation Project (Project) to ensure that subconsulting opportunities are available to interested and qualified SLBE and ELBE firms. It is also our policy:

1. To ensure nondiscrimination in the award and administration of SLBE and ELBE contracts;
2. To ensure that the SLBE and ELBE Outreach Program is tailored in accordance with applicable law;
3. To ensure that only firms that fully meet SLBE and ELBE eligibility standards are permitted to participate as SLBE's and ELBE's.

Program Implementation

Wilson & Company, CJ Roberts, KARN, and Ninyo & Moore have been involved in major projects in which agencies have established SLBE and ELBE participation goals for subconsultant participation. Our history of successfully meeting or exceeding SLBE and ELBE subconsulting goals on signature past projects demonstrates our commitment to the design and implementation of an effective and meaningful Outreach Program.

We believe that by maximizing opportunities for SLBE and ELBE participation we have establish long-lasting and successful business relationships with the SLBE and ELBE community while helping to promote often underdeveloped local small businesses.

Outreach Program Efforts

The following activities demonstrate our outreach efforts to reach the SLBE and ELBE utilization goal on the Project:

- Fair Dealings with SLBE and ELBE Subconsultants
- Subconsultant Database and Specific Outreach to Caltrans Listed SLBE and ELBE Firms
- Progress Documentation

FAIR DEALINGS
Wilson & Company understands the importance of supporting locally owned businesses; not only does it build a stronger community by sustaining local economic growth, it also facilitates local ownership. Prior to commitment negotiations, Wilson & Company reviewed the scope of services for the Project and determined appropriate percents of the contract to be allocated for SLBE and ELBE firms as well as MBE and OBE firms. In dealing fairly with subconsultants, Wilson & Company will not deny CJ Roberts, KARN, or Ninyo & Moore the percent of the contract stated in their commitment letters. Upon notification and acceptance of Project award, Wilson & Company will draft contracts for each subconsultant containing their percent of work. The contract provisions will be clear and free of ambiguity.

SUBCONSULTANT DATABASE
To facilitate solicitation efforts, Wilson & Company developed a database of SLBE and ELBE firms for each of the branch offices participating on this Project. The database is maintained and regularly expanded, and as a result, we were able to identify certified business to perform specific scope items required on this Project. Due to the location of this Project, we focused our efforts on SLBE and ELBE firms listed on Caltrans's website. These outreach efforts were via phone calls and email correspondence.

PROGRESS DOCUMENTATION
Wilson & Company developed a system for tracking and reporting progress toward the City's goal for SLBE and ELBE participation. As part of our commitment to Fair Dealings, Wilson & Company will ensure that each subconsultant reaches their percent of work by actively tracking their participation.

COMMUNITY ACTIVITIES

Wilson & Company, Inc., Engineers & Architects actively participates in local and national community activities. Our corporate headquarters manages our charitable contributions and community activities as a whole, but on a branch level, each office selects activities that suits community resources and needs.

Firm Community Activities

1) Inspire...Internal Mentoring Program
    - Wilson & Company's mentoring program provides the opportunity for employees to build Higher Relationships with another employee who is on a similar career path
2) Donate in My Name Holiday Program
    - American Cancer Society
    - American Heart Association
    - American Red Cross
    - Wounded Warrior
3) Picnic with a Purpose
    - Raised $6,500 to support the Carrie Tingley Hospital Foundation to support injured and chronically ill children and their families
4) Hosted Client Workshops
    - Exploring innovation in engineering practices to changes in the industry, our technical experts offer hands-on, real world experience to stimulate ideas and engage conversation
5) Wilson & Company's Student Training Programs
    - Internship opportunities
6) Accreditation from the United States Green Building Council
7) Local Food Bank Donations

San Diego Branch - Community Activities

1) Institute of Transportation Engineers Membership
    - Annual Holiday Dinner Dance Sponsor, proceeds go to the student scholarship fund
2) BIA San Diego Membership

South Jordan Branch - Community Activities

1) American Society of Civil Engineers Membership
2) American Council of Engineering Companies Membership
    - Participation in Transportation Roundtable Discussions
    - ACEC Auction – PAC Fundraising
3) American Public Works Utah Chapter Membership
    - APWA Golf Tournament Sponsorship, proceeds go to the APWA Scholarship Fund
4) WTS *Advancing Women in Transportation* Northern Utah Chapter Member and Sponsor
5) Salt Lake Chamber of Commerce Membership
6) Utah Transportation Coalition Supporting Member
7) University of Utah
    - Equipment Donation (HP Color LaserJet 5550dtn and HP DesignJet 4000ps)

San Bernardino Branch - Community Activities

1) American Society of Civil Engineers Membership
2) San Bernardino Chamber of Commerce Membership
3) WTS *Advancing Women in Transportation* San Bernardino Chapter Member
    - Supports the local WTS chapter, whose mission is to help the advancement of women in the transportation field and raising funds for undergraduate and graduate scholarships

4) U.S. Green Building Council Membership
5) Sponsors the local little league softball team
6) Presentations
    - California State College - Presentation on leadership and running a business (Larry Long)
    - Local High Schools – Presentation on the principles of using algebra in real world situations (Thomas Jacques)
7) Donations
    - Donating computer and office equipment to local non-profit organizations
    - Supports local childcare facilities by donating recycled paper
    - Supported local Junior High School by donating recycled bottles to provide funding for books and Physical Education equipment
    - Collects soda tabs to help benefit local Ronald McDonald house
8) United Way Golf Tournament
    - Participates in annual local charity golf tournament where proceeds go to help United Way

DISCLOSURE OF DISCRIMINATION COMPLAINTS

Wilson & Company, Inc., Engineers & Architects is an Equal Opportunity Employer. It does not discriminate based on race, color, religion, sex, national origin, disability, physical or mental impairment, serious medical condition, pregnancy, age, sexual orientation, gender identity, veteran or military status, or marital status. Wilson & Company provides both informal and formal procedures for resolution of discrimination complaints. Below is a summary of complaints filed or pending against Wilson & Company within the past ten years.

Date of Claim	Location	Description of Claim	Litigation (Y,N)	Status	Remedial Action Taken
2011	Albuquerque, NM	Disability and age discrimination claim after layoff	N (to date)	Open	None (to date)- EEOC was unable to conclude that the information obtained established a violation of statues
2010	Albuquerque, NM	Age discrimination after termination	N	Closed	None- EEOC was unable to conclude that the information obtained established a violation of statues
2009	Kansas City, MO	Race and sex discrimination after layoff	N	Closed	None- EEOC was unable to conclude that the information obtained established a violation of statues
2008	San Bernardino, CA	Sexual harassment/hostile workplace claim	N	Closed	Supervisor's employment was terminated. Harassment training for employees.
2008	Albuquerque, NM	Sex/retaliation claim	N	Closed	Harassment training for employees

ATTACHMENT AA

City of San Diego
EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)
1010 Second Avenue • Suite 1400 • MS 614C • San Diego, CA 92101
Phone: (619) 533-3450 • Fax: (619) 533-3633

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: Wilson & Company, Inc., Engineers & Architects (Wilson & Company)

AKA/DBA: N/A

Address (Corporate Headquarters, where applicable): 4900 Lang Avenue NE

City: Albuquerque County: Bernalillo State: New Mexico Zip: 87109

Telephone Number: (505) 348-4000 FAX Number: (505) 348-4055

Name of Company CEO: Steven Watt

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

Address: 5694 Mission Center Road Suite 602-147

City: San Diego County: San Diego State: California Zip: 92108

Telephone Number: (858) 945-5577 FAX Number: (909) 806-8099

Type of Business: Corporation Type of License: Professional Services

The Company has appointed: Steven Watt

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: 5755 Mark Dabling Boulevard, Suite 220, Colorado Springs, Colorado 80919

Telephone Number: (719) 520-5800 FAX Number: (719) 520-0108

☒ 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 Wilson & Company, Inc., Engineers & Architects
(Firm Name)

San Diego *(County)* California *(State)* hereby certify that information provided here in is true and correct. This document was executed on this 30th day of April, 2014

(Authorized Signature) Larry Long *(Print Authorized Signature)*

WORK FORCE REPORT – NAME OF FIRM: Wilson & Company DATE: 04/30/2014

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

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

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

OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial														
Professional														
A&E, Science, Computer											1			
Technical														
Sales														
Administrative Support														
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column											1			

Grand Total All Employees	1

Indicate by Gender and Ethnicity the number of above employees who are disabled:

Disabled														

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

ATTACHMENT AA

City of San Diego
EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)
1010 Second Avenue • Suite 1400 • MS 614C • San Diego, CA 92101
Phone: (619) 533-3450 • Fax: (619) 533-3633

WORK FORCE REPORT

ADMINISTRATIVE

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CONTRACTOR IDENTIFICATION

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

Name of Company: Wilson & Company, Inc., Engineers & Architects (Wilson & Company)

AKA/DBA: N/A

Address (Corporate Headquarters, where applicable): 4900 Lang Avenue NE

City: Albuquerque County: Bernalillo State: New Mexico Zip: 87109

Telephone Number: (505) 348-4000 FAX Number: (505) 348-4055

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

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☐ 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 Wilson & Company, Inc., Engineers & Architects,
(Firm Name)

Salt Lake *(County)* Utah *(State)* hereby certify that information provided here in is true and correct. This document was executed on this 30th day of April, 2014

(Authorized Signature) Larry Long *(Print Authorized Signature)*

ATTACHMENT AA

WORK FORCE REPORT – NAME OF FIRM: Wilson & Company DATE: 04/30/2014

OFFICE(S) or BRANCH(ES): South Jordan COUNTY: Salt Lake

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

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

OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial											3			
Professional														
A&E, Science, Computer														
Technical											1			
Sales														
Administrative Support												1		
Services														
Crafts														
Operative Workers														
Transportation											8			
Laborers*														

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

Totals Each Column											12	1		

Grand Total All Employees	13

Indicate by Gender and Ethnicity the number of above employees who are disabled:

Disabled														

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

City of San Diego

ATTACHMENT AA

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

1010 Second Avenue • Suite 1400 • MS 614C • San Diego, CA 92101
Phone: (619) 533-3450 • Fax: (619) 533-3633

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: Wilson & Company, Inc., Engineers & Architects (Wilson & Company)

AKA/DBA: N/A

Address (Corporate Headquarters, where applicable): 4900 Lang Avenue NE

City: Albuquerque County: Bernalillo State: New Mexico Zip: 87109

Telephone Number: (505) 348-4000 FAX Number: (505) 348-4055

Name of Company CEO: Steven Watt

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

Address: 5694 Mission Center Road Suite 602-147

City: San Diego County: San Diego State: California Zip: 92108

Telephone Number: (858) 945-5577 FAX Number: (909) 806-8099

Type of Business: Corporation Type of License: Professional Services

The Company has appointed: Steven Watt

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: 5755 Mark Dabling Boulevard, Suite 220, Colorado Springs, Colorado 80919

Telephone Number: (719) 520-5800 FAX Number: (719) 520-0108

☐ 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 Wilson & Company, Inc., Engineers & Architects,
(Firm Name)

San Bernardino *(County)* California *(State)* hereby certify that information provided here in is true and correct. This document was executed on this 30th day of April, 2014

(Authorized Signature) Larry Long *(Print Authorized Signature)*

ATTACHMENT AA

WORK FORCE REPORT – NAME OF FIRM: Wilson & Company DATE: 04/30/2014

OFFICE(S) or BRANCH(ES): San Bernardino COUNTY: San Bernardino

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

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

OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial											1			
Professional														
A&E, Science, Computer	1	1	1								3		1	
Technical			1		3						1	1	1	
Sales														
Administrative Support												1		
Services														
Crafts														
Operative Workers														
Transportation			1		1						1		1	
Laborers*														

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

Totals Each Column	1	1	3		4						6	2	3	

Grand Total All Employees	20

Indicate by Gender and Ethnicity the number of above employees who are disabled:

Disabled														

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

City of San Diego
EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)
1010 Second Avenue • Suite 1400 • MS 614C • San Diego, CA 92101
Phone: (619) 533-3450 • Fax: (619) 533-3633

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: Wilson & Company, Inc., Engineers & Architects (Wilson & Company)

AKA/DBA: N/A

Address (Corporate Headquarters, where applicable): 4900 Lang Avenue NE

City: Albuquerque County: Bernalillo State: New Mexico Zip: 87109

Telephone Number: (505) 348-4000 FAX Number: (505) 348-4055

Name of Company CEO: Steven Watt

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

Address: 5694 Mission Center Road Suite 602-147

City: San Diego County: San Diego State: California Zip: 92108

Telephone Number: (858) 945-5577 FAX Number: (909) 806-8099

Type of Business: Corporation Type of License: Professional Services

The Company has appointed: Steven Watt

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: 5755 Mark Dabling Boulevard, Suite 220, Colorado Springs, Colorado 80919

Telephone Number: (719) 520-5800 FAX Number: (719) 520-0108

☐ 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 Wilson & Company, Inc., Engineers & Architects (*Firm Name*), Maricopa (*County*) Arizona (*State*) hereby certify that information provided here in is true and correct. This document was executed on this 30th day of April, 2014

(*Authorized Signature*) Larry Long (*Print Authorized Signature*)

ATTACHMENT AA

WORK FORCE REPORT – NAME OF FIRM: Wilson & Company DATE: 04/30/2013

OFFICE(S) or BRANCH(ES): Phoenix COUNTY: Maricopa

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

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

OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial											2			
Professional														
A&E, Science, Computer											2	1	1	
Technical			1											
Sales														
Administrative Support												1		
Services														
Crafts														
Operative Workers														
Transportation											3			
Laborers*														

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

Totals Each Column			1								7	2	1	

Grand Total All Employees	11

Indicate by Gender and Ethnicity the number of above employees who are disabled:

Disabled														

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

SUBCONSULTANTS LIST

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

Contractor shall also submit Subcontractor commitment letters on Subcontractor's letterhead, no more than one page each, from Subcontractors listed below to acknowledge their commitment to the team, scope of work, and percent of participation in the project.

Subcontractors shall be used in the percentages listed. No changes to this Participation List will be allowed without prior written City approval.

NAME AND ADDRESS SUBCONTRACTORS	SCOPE OF SERVICES	PERCENT OF CONTRACT	SLBE/ELBE(*/ MBE/ WBE/DBE/ DVBE/OBE)	** WHERE CERTIFIED
Marum Partnership Landscape Architecture 4010 Goldfinch St. San Diego, CA 92103	Complete Boulevard Design Concepts	20%	WBE/SLBE/ELBE	California Public Utilities Commission/ City of San Diego
Chen Ryan Associates, Inc 239 Laurel Street, Suite 203 San Diego, CA 92101	Multi-Model Analysis	10%	DBE/SLBE/ ELBE	Caltrans/ City of San Diego
Bennett Peji Design 777 Sixth Ave, Ste 135 San Diego, CA 92101	Community Outreach	6%	SLBE	City of San Diego
Helix Environmental Planning Inc. 7578 El Cajon Blvd, Suite 200 La Mesa, CA 91942	Envornmental Documents	5%	OBE	
CJ Roberts Inc. 10515 Blue Granite Drive San Diego, CA 92127	Base plan Mapping	4%	MBE/WBE SLBE/ELBE	California Public Utilities Commision/

				/City of San Diego

* *Listed for informational purposes only.*

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

List of Abbreviations:

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
Small Local Business Enterprise	**SLBE**
Emerging Local Business Enterprise	**ELBE**

I-15; MP 8 Interchange Reconfiguration (DDI)

Washington County, Utah

Wilson & Company served as Lead Designer for Wadsworth Brothers Construction to reconfigure the I-15 diamond interchange at St. George Boulevard (MP 8) to a Diverging Diamond Interchange (DDI) to accommodate future travel demand. This $16,300,000 design-build project consists of widening St. George Boulevard and Red Cliffs Drive, adding pedestrian access along St George Boulevard between 1000 East and River Road, various improvements at 1000 East and River Road/Red Cliffs Drive to improve safety and traffic operations, and structure improvements, including rehabilitation and widening.

Slope Repair: The project requires cut-and-fill slopes that tie-in to the existing ground within the right-of-way and perpetual easement limits. Steep slopes will require erosion control blankets with vegetation.

Repair Bridge Deck Drain: The drainage design for the project is based around optimizing flows to existing drainage infrastructure. The design reconfigures the storm drains crossing St. George Blvd to better meet the critical project goal of minimizing impacts to traffic by adding connections to existing crossings rather than installing new crossings; this reduces the number of crossings and associated St. George Blvd closures. The design not only meets all storm drain requirements, but optimizes the value of the project by extending the service of existing infrastructure. The drainage system design includes deck drain inlet grates, deck drainage outfalls, and downspout systems with cleanouts.

Replace Barrier Rail: As part of the project, existing guardrail or barrier will be replaced along St. George Blvd; in the median of I-15; and along the ramps including the shoulder of SB and NB I-15, which will also include crash cushions on the approach end.

Remove Raised Center Median: As part of the maintenance of traffic (MOT) the existing raised median along St George Blvd will be removed as well as the raised islands at the ramp terminals and patched with HMA. This will allow the contractor to restripe St George Boulevard just once and maintain a single lane configuration for this facility throughout the construction of the project, thereby minimizing impacts to drivers and reducing the construction schedule.

Modify Signal and Replace Decorated Street Lights: Intersection and traffic signal modifications are being designed and will be implemented at the 1000 East and River Road/Red Cliffs Drive intersections to improve safety and traffic operations at each of these intersections. These modifications include adding an exclusive left turn lane and reconfiguring approaches to eliminate split phasing signal phasing at 1000 East and adding a third turn lane at River Road/Red Cliffs Drive to increase capacity and reduce vehicle queuing at this location. Loop vehicle detection at 1000 East will also be replaced with radio detection (Wavetronix). Also as part of the project lighting will be replaced, upgraded, or added within the project limits, including ramps, sidewalks, underneath the bridge, and along St. George Blvd.

ADA Accessibility and Replace Sidewalk: There was not an existing sidewalk along St George Boulevard between 1000 East and River Road/Red Cliffs Drive. A 10 foot sidewalk is being designed and will be implemented along the northside of St George Boulevard from 1000 East to the DDI west crossover, in the center median of the DDI between the crossover intersections and along the southside of St George Boulevard from the DDI east crossover to River Road/Red Cliffs Drive. All elements of the pedestrian facilities will be constructed to meet UDOT and ADA standards.

Client Reference
Utah Department of Transportation, Region 4
Kim Manwill, *Project Manager*
210 W. 800 S.
Richfield, Utah 84701
(435) 896-0733 Phone | (435) 896-6458 Fax | kmanwill@utah.gov

ATTACHMENT DD

CONSULTANT PAST PARTICIPATION LIST

The Consultant shall complete this form for each project listed in response to RFP. The Consultant Past Participation List shall include name, address, telephone number (including area code), classification, type of work, dollar amount of participation, certification, and certifying agency for each Subcontractor or Supplier who participated in the referenced project.

NAME OF PROJECT: I-15; MP8 Interchange Reconfiguration (DDI)

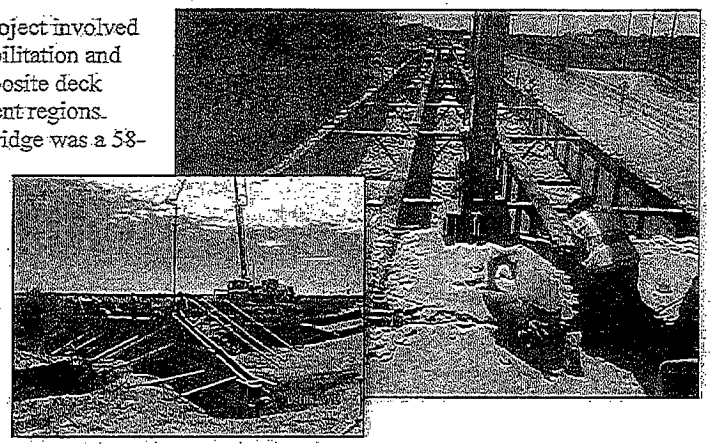
TYPE OF PROJECT: Design-Build DOLLAR VALUE OF CONTRACT: $893,526

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONTRACTOR, DESIGNER, SUPPLIER, OR VENDOR	TYPE OF WORK PERFORMED, MATERIALS OR SUPPLIES	DOLLAR AMOUNT OF SUBCONTRACTOR PARTICIPATION OR MATERIALS OR SUPPLIES	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB[1]	WHERE CERTIFIED[2]
Name: Creamer & Noble Engineers Address: 35 S. 400 W., Suite 200 City: St. George State: Utah Zip: 84770 Phone: (435) 673-4677	Vendor	Hydrology & Hydraulics, Surveying, ROW, Utility, & Environmental Compliance	$118,959	OBE	N/A
Name: Utility Mapping Services, Inc. Address: 2698 S. Redwood Road, Unit O City: West Valley State: Utah Zip: 84119 Phone: (801) 972-5090	Vendor	SUE	$8,000	OBE	N/A
Name: Rosenberg Associates Address: 352 E. Riverside Dr. City: St. George State: Utah Zip: 84790 Phone: (435) 673-8586	Vendor	Geotechnical	$23,728	OBE	N/A
Name: Blu Line Design Address: 45 W. Sego Lily Dr. City: Sandy State: Utah Zip: 84070 Phone: (801) 679-3157	Designer	Landscape Architect	$28,352	OBE	N/A

The Consultant will not receive any points for past subcontracting participation percentages if the Consultant fails to submit the required proof of certification.

ATTACHMENT DD

SH-101 Bridge Reconstruction



The SH-101 Project for CDOT Region 2 is the first design-build project by the Wildcat-Wilson Team. The project involved two bridge structures and minor roadway approach work. The bridge over Purgatoire River was a major rehabilitation and widening of a 554-foot long bridge. The rehabilitation included replacement of the concrete deck with a composite deck utilizing headed shear studs and strengthening the bottom flanges of the existing girders in the negative moment regions. Substructure work was also required to allow the structure to withstand a 500-year scour event. The second bridge was a 58-foot long wooden timber structure built in 1937. It was replaced with a double 10-foot by 6-foot box culvert.

The rehabilitation of the Purgatoire River bridge had a complex and challenging design and construction. The Wildcat-Wilson Team collaborated closely with CDOT Region 2 and CDOT Staff Bridge to develop innovative project solutions leading to a successful team project. During the course of design, it was determined that the bridge bearing materials could not be produced in time to accommodate the construction schedule. The Wildcat-Wilson Team had to modify the construction sequence of the bridge deck replacement to facilitate pouring of the deck prior to the bearings being replaced. The deck was removed, widened and placed, then the bridge was jacked to allow the new bearings to slide into their respective locations.

During the design, it was discovered that the existing girder bolted splices did not meet AASHTO requirements. Through a collaborative process with our design team and CDOT Staff Bridge, an innovative design solution was developed that resulted in replacing only a portion of the top flange splice.

The Wildcat-Wilson Team successfully executed a Design-Build Quality Management Plan. The Wildcat-Wilson Team planned and executed all concrete pours, especially the deck pour emphasizing quality and completing the pour without one out of specification requirement for air/slump, temperature, or unit weight concrete test. During the 14 hour continuous pour and multiple concrete pump moves, CDOT's project representatives commented, "the concrete placement was one of the best deck pours they had ever experienced." This comment was derived from many hours of planning, executing and implementing a quality based event, which all stakeholders felt was a complete success.

Client Reference
CDOT, Region 2
Paul Westhoff
2402 South Main
Lamar, Colorado 81052
(719) 336-3228 Phone | (719) 336-4101 Fax | Paul.Westhoff@state.co.us

ATTACHMENT DD

CONSULTANT PAST PARTICIPATION LIST

The Consultant shall complete this form for each project listed in response to RFP. The Consultant Past Participation List shall include name, address, telephone number (including area code), classification, type of work, dollar amount of participation, certification, and certifying agency for each Subcontractor or Supplier who participated in the referenced project.

NAME OF PROJECT: SH-101 Bridge Reconstruction

TYPE OF PROJECT: Design-Build DOLLAR VALUE OF CONTRACT: $325,000

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONTRACTOR, DESIGNER, SUPPLIER, OR VENDOR	TYPE OF WORK PERFORMED, MATERIALS OR SUPPLIES	DOLLAR AMOUNT OF SUBCONTRACTOR PARTICIPATION OR MATERIALS OR SUPPLIES	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB①	WHERE CERTIFIED②
Name: Rocksol Address: 6510 W. 91st Avenue, Suite 130 City: Westminster State: Colorado Zip: 80031 Phone: (303) 962-9300	Designer	Structural Engineering	$25,950	DBE, ESB, UDBE	Colorado Unified Certification Program
Name: GeoCal Inc. Address: 56 Buchanan Street City: Colorado Springs State: Colorado Zip: 80907 Phone: (719) 265-9003	Vendor	Geotechnical	$4,499	DBE, M/WBE, SBE, VOSB	Colorado Unified Certification Program, City & County of Denver, Regional Transportation District, Center for Veterans Enterprise

① As appropriate, Consultant shall identify Subcontractors or Suppliers as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):

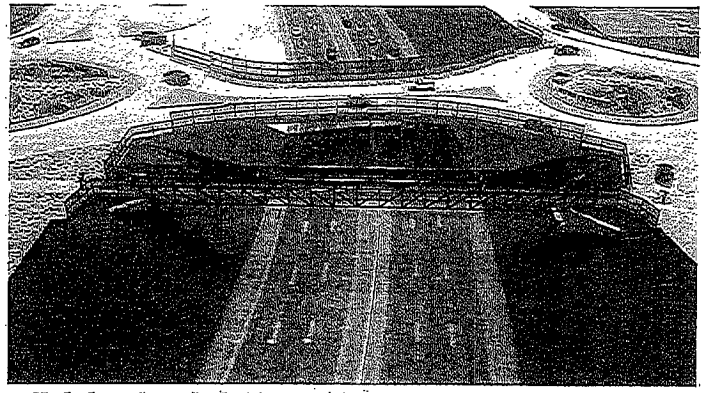
Certified Minority Business Enterprise	MBE	Certified Woman Business Enterprise	WBE
Certified Disadvantaged Business Enterprise	DBE	Certified Disabled Veteran Business Enterprise	DVBE
Other Business Enterprise	OBE	Certified Emerging Local Business Enterprise	ELBE
Certified Small Local Business Enterprise	SLBE	Small Disadvantaged Business	SDB
Woman-Owned Small Business	WoSB	HUBZone Business	HUBZone
Service-Disabled Veteran Owned Small Business	SDVOSB		

② As appropriate, Consultant shall indicate if Subcontractor or Supplier is certified by:

City of San Diego	CITY	State of California Department of Transportation	CALTRANS
California Public Utilities Commission	CPUC	San Diego Regional Minority Supplier Diversity Council	SRMSDC
State of California's Department of General Services	CADoGS	City of Los Angeles	LA
State of California	CA	U.S. Small Business Administration	SBA

The Consultant will not receive any points for past subcontracting participation percentages if the Consultant fails to submit the required proof of certification.

Pecos Street Over I-70 Bridge Replacement (CM/GC)
Denver, Colorado



As a part of the Pecos Street over I-70 Bridge Replacement Project, Wilson & Company completed the Interchange Alternatives Analysis Report; the best alternative was recognized as converting the signalized intersections into roundabout intersections while replacing the poor bridge.

Public involvement was a major component of this project to educate the area on roundabouts and ABC, and to develop traffic control plans and detours for local businesses. Working with property owners, the design team was able to improve safety of the properties by permanently relocating accesses outside the roundabouts. Construction phasing was developed that would accommodate heavy truck movements and provide access to the local businesses during the full closure of the interchange needed for construction.

The existing bridge was replaced with a 160-foot single span, cast-in-place, post-tensioned concrete box girder. The signalized diamond interchange was reconstructed using roundabouts that encroach onto the ends of the bridge. The bridge is flared at both ends to accommodate the roundabouts. Accelerated Bridge Construction was used to move the superstructure into place over a 50-hour weekend closure of I-70. Self propelled modular transporters were used to move the bridge from the bridge staging area to its final locations. To help reduce the bridge weight for the move, the numbers of webs were reduced, external post-tensioning strands, and transverse post-tensioning in the deck were used. The bridge design used three-dimensional modeling software to analyze the bridge for permanent and temporary loads during the bridge transport. The superstructure and substructure were constructed at the same time which substantially reduced the construction time.

Client Contact:
Colorado Department of Transportation, Region 1
Tammy Maurer, *Project Manager*
(303) 757-9329 Phone | tamara.maurer@dot.state.co.us

ATTACHMENT DD

CONSULTANT PAST PARTICIPATION LIST

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NAME OF PROJECT: Pecos Street Over I-70Bridge Replacement

TYPE OF PROJECT: Design-Build DOLLAR VALUE OF CONTRACT: $2,543,699

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONTRACTOR, DESIGNER, SUPPLIER, OR VENDOR	TYPE OF WORK PERFORMED, MATERIALS OR SUPPLIES	DOLLAR AMOUNT OF SUBCONTRACTOR PARTICIPATION OR MATERIALS OR SUPPLIES	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB°	WHERE CERTIFIED°
Name: Pinyon Environmental Inc. Address: 9100 W. Jewell Avenue, Suite 200 City: Lakewood State: Colorado Zip: 80232 Phone: (303) 980-5200	Vendor	Hazmat	$7,686.94	DBE, SBE, M/WBE	Colorado Unified Certification Program, City & County of Denver,
Name: Clanton & Associates Address: 4699 Nautilus Court S. #102 City: Boulder State: Colorado Zip: 80301 Phone: (303) 530-7229	Design	Lighting	$26,366	DBE, SBE, M/WBE	Colorado Unified Certification Program, City & County of Denver
Name: GeoCal Inc. Address: 56 Buchanan Street City: Colorado Springs State: Colorado Zip: 80907 Phone: (719) 265-9003	Design	Geotech & Pavement	$81,599	DBE, M/WBE, SBE, VOSB	Colorado Unified Certification Program, City & County of Denver, Regional Transportation District, Center for Veterans Enterprise
Name: Tsiourvaras Simmons Holderness Address: 5690 DTC Blvd., Suite 345 W. City: Greenwood Village State: Colorado Zip: 80111 Phone: (303) 771-6200	Vendor	Structural Design Check	$7,256.38	OBE	N/A

The Consultant will not receive any points for past subcontracting participation percentages if the Consultant fails to submit the required proof of certification.

EXHIBIT E

CONSULTANT CERTIFICATION FOR A DRUG-FREE WORKPLACE

PROJECT TITLE: Complete Boulevard Planning Study
Contract # H146240

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:

Wilson & Company, 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 Subcontractors agreement to abide by the provisions of Section 4.9.1 subdivisions A through C of the policy as outlined.

Signed Daniel F. Marum
Printed Name Daniel F. Marum
Title Az S.W. Transportation Planning Mgr.
Date 9-16-14

EXHIBIT F

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.

EXHIBIT F

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: Planning Department

2. Name of Specific Consultant & Company: Wilson & Company, Inc.

3. Address, City, State, ZIP: 410 N. 44th Street, Suite 460
Phoenix, Arizona 85008

4. Project Title (as shown on 1472, "Request for Council Action"): Agreement for traffic engineering services related to the Complete Blvd Planning Study

5. Consultant Duties for Project: Traffic engineering and mobility analysis urban design and preliminary engineering

6. Disclosure Determination **[select applicable disclosure requirement]**:

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

- or -

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

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

- or -

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

By: Nancy J. Bragado, Deputy Director
[Name/Title]*

10/28/14
[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.

EXHIBIT F

DEFINITION OF "CONSULTANT"

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

(A) Makes a governmental decision whether to:

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

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

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

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

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

EXHIBIT G

CITY OF SAN DIEGO, CALIFORNIA

COUNCIL POLICY

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

BACKGROUND:

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

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

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

PURPOSE:

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

POLICY:

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

LEED (Leadership in Energy and Environmental Design):

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

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

EXHIBIT G

SUSTAINABLE BUILDING MEASURES:

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

1. Design and construct mechanical and electrical systems to achieve the maximum energy efficiency achievable with current technology. Consultants shall use computer modeling programs, (Energy Pro) to analyze the effects of various design options and select the set of options producing the most efficient integrated design. Energy efficiency measures shall be selected to achieve energy efficiencies at least 22.51% better than California's Title 24.2001 standards for both new construction and major renovation projects.

2. Incorporate self-generation using renewable technologies to reduce environmental impacts associated with fossil fuel energy use. Newly constructed City facilities shall generate a minimum of 10%, with a goal of 20% from renewable technologies (e.g., photovoltaic, wind and fuel cells).

3. Eliminate the use of CFC based refrigerants in newly constructed facilities and major building renovations and retrofits for all heating, ventilation, air conditioning and refrigerant-based building systems.

4. Incorporate additional commissioning and measurement and verification procedures as outlined by LEED 2.0 Rating System, Energy and Atmospheres, credit 3 and credit 5 for all projects over 20,000 sq. ft.

5. Reduce the quantity of indoor air contaminates that are odorous or potentially irritating to provide installer(s) and occupant(s) health and comfort. Low-emitting materials will include adhesives, paints, coatings carpet systems, composite wood and agri-fiber products.

6. In order to maximize energy efficiency measures within these requirements, projects will combine energy efficiency measures requiring longer payback periods, with measures requiring shorter payback periods to determine the overall project period.

7. Comply with the storm water development requirements in the Storm Water Management and Discharge Control Ordinance (Municipal Code § 43.03), and the City's grading and drainage regulations and implementing documents (MC § 142.01 and 142.02, respectively).

EXHIBIT G

CITY OF SAN DIEGO, CALIFORNIA

COUNCIL POLICY

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

1. Use high efficiency irrigation technology, drought tolerant native plants and recycled site water to reduce potable water for irrigation by 50%. Additionally, building water consumption should be reduced by 30%.

2. Limit disruption of natural water flows and minimize storm water runoff by minimizing building footprints and other impervious areas, increasing on-site infiltration, preserving and/or restoring natural drainage systems, and reducing contaminates introduced into San Diego's bays, beaches and the ocean.

3. Facilitate the reduction of waste generated by building occupants that is hauled to and disposed of in landfills. Provide an easily accessible area that serves the entire building and is dedicated to the separation, collection and storage of materials for recycling. Recycling should include paper, glass, plastic and metals at a minimum.

4. Incorporate building products that have recycled content reducing the impacts resulting from the extraction of new materials. Newly constructed City facilities shall have a minimum of 25% of building materials that contain in aggregate, a minimum weighted average of 20% post consumer recycled content materials.

5. Reduce the use and depletion of finite raw and long-cycle renewable materials by replacing them with rapidly renewable materials. Newly constructed City facilities should consider incorporating rapidly renewable building materials for 5% of the total building materials.

6. Establish minimum indoor air quality (IAQ) performance to prevent the development of indoor air quality problems in buildings, maintaining the health and well being of the occupants. Newly constructed City facilities will comply with IAQ by conforming to ASHRAE 62-1999.

7. City buildings will be designed to take the maximum advantage of passive and natural sources of heat, cooling, ventilation and light.

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

PRIVATE-SECTOR/INCENTIVES:

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

EXHIBIT G

CITY OF SAN DIEGO, CALIFORNIA

COUNCIL POLICY

1. Residential projects that provide 50% of their projected total energy use utilizing renewable energy resources, (e.g., photovoltaic, wind and fuel cells).

2. Commercial and industrial projects that provide 30% of their projected total energy use utilizing renewable energy resources, (e.g., photovoltaic, wind and fuel cells).

3. Residential and commercial and industrial projects that exceed the State of California Title 24 energy requirements by:

   a. 15% better than California's Title 24.2001 for Residential Buildings.
   b. 10% better than California's Title 24.2001 for Commercial and Industrial Buildings.

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

1. Incorporate the U.S. Green Building Council, Leadership in Energy and Environmental Design (LEED) 2.0 Rating System "Silver" Level Certification for commercial development projects.

2. Incorporate self-generation through renewable technologies (e.g., photovoltaic, wind and fuel cells) to reduce environmental impacts associated with fossil fuel energy use for commercial and industrial projects generating a minimum of 30% or more of the designed energy consumption from renewable technologies such as photovoltaic, wind and fuel cells.

3. Residential discretionary projects of 4 units or more within urbanized communities as defined in the Progress Guide and General Plan that provide 50% of their projected total energy use utilizing renewable energy resources.

<u>HEALTH AND RESOURCE CONSERVATION</u>:

1. Projects will be designed to avoid inflicting permanent adverse impact on the natural state of the air, land and water, by using resources and methods that minimize pollution and waste, and do not cause permanent damage to the earth, including erosion.

2. Projects will include innovative strategies and technologies such as porous paving to conserve water, reduce effluent and run-off, thus recharging the water table.

3. When feasible, native plants will be used in landscaping to reduce pesticide, fertilizer, and water usage.

4. Buildings will be constructed and operated using materials, methods, mechanical and electrical systems that ensure a healthful indoor air quality, while avoiding contamination by carcinogens, volatile organic compounds, fungi, molds, bacteria, and other known toxins.

CITY OF SAN DIEGO, CALIFORNIA

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

OUTREACH / EDUCATION:

1. An education and outreach effort will be implemented to make the community aware of the benefits of "Green Building" practices.

2. The City will sponsor a recognition program for innovative Green Building projects implemented in the public as well as private sector in an effort to encourage and recognize outstanding environmental protection and energy conservation projects.

IMPLEMENTATION:

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

LEGISLATION:

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

REFERENCES:

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

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

CITY OF SAN DIEGO

EXHIBIT H

Consultant Performance Evaluation

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

Section I

1. PROJECT DATA	2. CONSULTANT DATA
1a. Project (title, location):	2a. Name and address of Consultant:
1b. Brief Description:	2b. Consultant's Project Manager: Phone: ( )
1c. Budgeted Cost: $ WBS/IO:	

3. CITY DEPARTMENT RESPONSIBLE	
3a. Department (include Division):	3b. Project Manager (address & phone): Phone: ( )

4. & 5. CONTRACT DATA (DESIGN AND CONSTRUCTION)

4. **Design**

4a. Agreement Date: _____ Resolution #: R- _____ $ _____

4b. Amendment(s): $ _____ / # _____ (City) $ _____ / # _____ (Consultant)

4c. Total Agreement (4a. & 4b.): $ _____

4d. Type of Work (design, study, etc.):

4e. Key Contract Completion Dates:

	%	%	%	%	%	100 %
Agreement						
Delivery						
Acceptance						

5. **Construction**

5a. Contractor _____ Phone ( )
(name and address)

5b. Superintendent _____

5c. Notice to Proceed _____ (date)

5d. Working days _____ (number)

5e. Actual Working days _____ (number)

5f. Change Orders:

Errors/Omissions	% of const. cost	$
Unforeseen Conditions	% of const. cost	$
Changed Scope	% of const. cost	$
Changes Quantities	% of const. cost	$

Total Construction Cost $ _____

6. OVERALL RATING (Please complete Section II this 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 _____

(4/91)

TURN OVER

EXHIBIT H

Section II — SPECIFIC RATING

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

Section III — SUPPLEMENTAL INFORMATION

(Please ensure to attach additional documentation as needed.)

Item_____: _____

Item_____: _____

Item_____: _____

Item_____: _____

Item_____: _____

Item_____: _____

(*Supporting documentation attached: Yes ☐ No ☐)

EXHIBIT I

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:

Complete Boulevard Planning Study

H1410240

B. BIDDER/CONTRACTOR INFORMATION:

Wilson & Company, Inc., Engineers & Architects
Legal Name DBA

410 North 44th Street, Suite 400, Phoenix, AZ, 85008
Street Address City State Zip

Wim Townsend, Midwest Region, TRN Planning Manager
Contact Person, Title

816-701-3108, 816-942-3013 fax.
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.

EXHIBIT I

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: 12/26/1995 State of Incorporation: Kansas

List corporation's current officers: President: Steven D. Watt, President & CEO
Vice Pres: James H. Brady, Sr VP & COO
Secretary: Ryan R. Brandon, Sr VP & Secretary
Treasurer: James E. Ross, Sr VP & CFO

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.

EXHIBIT I

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.

EXHIBIT I

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.

Daniel F. Marum	Daniel F. Marum	9-16-14
Print Name, Title	Signature	Date

EXHIBIT I

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.

Daniel F. Marum	Daniel F. Marum	9-16-14
Print Name, Title	Signature	Date

EXHIBIT J

EQUAL BENEFITS ORDINANCE

CERTIFICATION OF COMPLIANCE

EQUAL BENEFITS ORDINANCE
CERTIFICATION OF COMPLIANCE

For additional information, contact:
CITY OF SAN DIEGO
EQUAL BENEFITS PROGRAM
202 C Street, MS 9A, San Diego, CA 92101
Phone (619) 533-3948 Fax (619) 533-3220

COMPANY INFORMATION

Company Name: Wilson Company, Inc. Contact Name: Dan Marum
Company Address: 410 N. 44th St, Suite 460 Contact Phone: 602-283-2701
Phoenix, AZ 85008 Contact Email: dan.marum@wilsonco.com

CONTRACT INFORMATION

Contract Title: Complete Boulevard Planning Study Start Date:
Contract Number (if no number, state location): H1402240 End Date:

SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS

The Equal Benefits Ordinance [EBO] requires the City to enter into contracts only with contractors who certify they will provide and maintain equal benefits as defined in San Diego Municipal Code §22.4302 for the duration of the contract. To comply:

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

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

CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION

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

☒ I affirm compliance with the EBO because my firm *(contractor must select one reason)*:
- ☒ Provides equal benefits to spouses and domestic partners.
- ☐ Provides no benefits to spouses or domestic partners.
- ☐ Has no employees.
- ☐ Has collective bargaining agreement(s) in place prior to January 1, 2011, that has not been renewed or expired.

☐ I request the City's approval to pay affected employees a **cash equivalent** in lieu of equal benefits and verify my firm made a reasonable effort but is not able to provide equal benefits upon contract award. I agree to notify employees of the availability of a cash equivalent for benefits available to spouses but not domestic partners and to continue to make every reasonable effort to extend all available benefits to domestic partners.

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

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

Daniel F. Marum	Daniel F. Marum	9-25-2014
Name/Title of Signatory	Signature	Date

FOR OFFICIAL CITY USE ONLY

Receipt Date: EBO Analyst: ☐ Approved ☐ Not Approved – Reason:

rev 02/15/2011

EXHIBIT K

REGARDING INFORMATION REQUESTED UNDER THE CALIFORNIA PUBLIC RECORDS ACT

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

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

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

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

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

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

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

Wilson's Company, Inc.
Name of Firm

Daniel F. Marum
Signature of Authorized Representative

Daniel F. Marum
Printed/Typed Name

9-16-14
Date

EXHIBIT L

CONSULTANT CERTIFICATION

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

PROJECT TITLE: Complete Boulevard Traffic Study

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

Wilson & Company, Inc. Engineers & Architects
(Name under which business is conducted)

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

Signed Daniel F. Marum

Printed Name Daniel F Marum

Title 9-16-14

THE CITY OF SAN DIEGO

CONSULTANT AWARD TRACKING FORM

Consultant Award Tracking Form: The purpose of this form is to track the cumulative amount of money awarded to both architectural and engineering (A&E) firms and non-A&E firms; and to ensure that the cumulative amount of money awarded to consultant does not exceed $250,000 for non-CIP funded contracts and $1,000,000 for CIP funded contracts in a fiscal year including this contract. If this cumulative award limit is exceeded, inclusive of this contract award, Council approval is required.

A copy of this form must be attached to forms Mayoral Action PA-2625, Mayoral Action 1544, Council Action 1472 and Purchase Orders for processing.

THIS SECTION TO BE COMPLETED BY CITY STAFF

Date: 9.9.14 Department Name: Planning Department

City Project Manager: Michael Prinz

Name of Firm: Wilson & Co.

Project Name: Complete Boulevard Planning Study

Contract or Amendment Amount: $ 216,593

Appropriate approval authority:

☐ Mayoral Action PA-2625
☑ Mayoral Action 1544
☐ Council Action 1472
☐ Purchase Order

THIS SECTION TO BE COMPLETED AND REVIEWED BY CONSULTANT

The City reserves the right to disqualify any Consultant if this tracking form is not completely and accurately executed prior to the contract award.

If it is determined subsequent to the contract award that this tracking form was not accurately executed, the underlying contract will be illegal and deemed void if awarded without Council approval and it is beyond the limits set in Municipal Code Section 22.3207. In such an instance, the City shall not be responsible for any losses or damages which may result from the void contract and reserves the right in its sole discretion to award the contract to another consultant.

Dollar amount awarded to the consultant by the City of San Diego this fiscal year (July 1 through June 30) **including this contract or amendment**: $ 466,593.00

I hereby certify that I am an authorized representative of:

Wilson + Company, Inc.
(Name of Firm)

and that I have read and understand this form this 15 (Day) *day of* September (Month) - 2014 (Year)

By Daniel F. Manum
(SIGNATURE of Authorized Representative)

Daniel F. Manum
(PRINTED name of Authorized Representative)

The City of San Diego
COMPTROLLER'S CERTIFICATE

CERTIFICATE OF UNALLOTTED BALANCE

ORIGINATING DEPT. NO.: CC 3000007425 1619

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

Amount:

Purpose:

Date: By:
COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA

Doc. Item	Fund	Funded Program	Internal Order	Functional Area	G/L Account	Business Area	Cost Center	WBS	Original Amount
								TOTAL AMOUNT	

FUND OVERRIDE ☐

CERTIFICATION OF UNENCUMBERED BALANCE

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of the City of San Diego; and I do hereby further certify, in conformity with the requirements of the Charter of the City of San Diego, that sufficient moneys have been appropriated for the purpose of said contract, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said money now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to Exceed: $216,593.00

Vendor: Wilson & Company

Purpose: Execute an agreement with Wilson & Company to provide traffic engineering services for the Complete Boulevard Planning study in an amount not to exceed $216,593.

Date: November 24, 2014 By: Tere Capetillo
COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA

Doc. Item	Fund	Funded Program	Internal Order	Functional Area	G/L Account	Business Area	Cost Center	WBS	Original Amount
001	600002		AA1000402-13	OTHR-00000000-TR	512059	1619	1619000014		$166,593.00
002	200491			OTHR-00000000-NS	512153	9913	9913000011		$50,000.00
								TOTAL AMOUNT	$216,593.00

CC-361 (REV 7-09)

FUND OVERRIDE ☐

CC 3000007425

0 ort Group: Budget vs Actual-C City of San Diego

Date: 11/24/2014
Time: 09:24:23
From: 1 to 12
Fiscal Year: 2015

Fund :200491 PARKING METER DIST MIDCITY
Fund Center:9913000011 Citywide Other/Special Funds
Func. Area :OTHR-00000000-NS Other-Neigh Serv
Funded Prog:NON-PROGRAM NON-PROGRAM
Grant :NOT_RELEVANT_GRANT Grant is Not Relevant
CAFR Report:* *

Description	C/F Budget	Original Budget	Budget Change	Current Budget	Pre Encumbrance	Encumbrance	Actual's	Available Budge	% Util
511082 Electrical Materials	-2,770.95			-2,770.95				-2,770.95	
512028 Consulting Services	29,898.95		11,000.00	40,898.95		17,910.00	3,090.00	19,898.95	51.35
512059 Misc Prof/Tech Svcs	31,449.06		25,900.00	57,349.06		81,913.99	3,936.01	-28,500.94	149.70
512110 Misc Svcs Non Disc	149,382.23		257,902.00	407,284.23		276,803.00	5,099.00	125,382.23	69.22
512115 Overhead Billed	-7,468.66			-7,468.66				-7,468.66	
512138 Promotional Advertising	6,870.84		3,750.00	10,620.84		4,032.14		6,588.70	37.96
512142 Other Non-Personnel	-2,457.15			-2,457.15				-2,457.15	
512143 Contract Svc Operations	-15,722.61		31,675.00	15,952.39		30,097.00	9,849.26	-23,993.87	250.41
512153 Contingencies	371,805.81		33,023.00	404,828.81		38,932.00		365,896.81	9.62
512172 Contract Svc-Agency			300,021.00	300,021.00				300,021.00	
516001 Discount Loss	-84.20			-84.20				-84.20	
* BALANCE	560,903.32		663,271.00	1,224,174.32		449,688.13	21,974.27	752,511.92	38.53

Report Edit Goto View Extras Settings System Help

GM Budget - Commitment/Actual

GM Budget - Commitment/Actual Date: 11/24/2014 Page : 2 / 2

City of San Diego GM Version: 0
To Period : 16

Grant/Group 1000402-2013

Description	Original Budget	Budget Change	Current Budget	Encumbrance	Actual	Variance
GRANT REVENUE	171,617.00-		171,617.00-			171,617.00-
CONTRACTS		171,617.00	171,617.00			171,617.00
UNDISTRIBUTED BUDGET	171,617.00	171,617.00-				
* INFRASTRUCTURE IMPROVEMENT						
** GRANT FUND - OTHER						

Prints Window Contents Y_DE1_26000005 SAPPE1D1 INS

0 ort Group: Budget vs Actual-C

City of San Diego

Date: 11/24/2014
Time: 08:46:15
From: 1 to 12
Fiscal Year: 2015

Fund :600002 GRANT FUND - OTHER
Fund Center:1619000014 Community Planning
Func. Area :OTHR-00000000-TR Other-Transport
Funded Prog:NON-PROGRAM NON-PROGRAM
Grant :1000402-2013 Smart Growth Incentive Program (SGIP) -C
CAFR Report:* *

Description	C/F Budget	Original Budget	Budget Change	Current Budget	Pre Encumbrance	Encumbrance	Actual's	Available Budge	% Util
512059 Misc Prof/Tech Svcs			171,617.00	171,617.00				171,617.00	
512117 Undistributed Budget			-171,617.00	-171,617.00				-171,617.00	
* BALANCE									

Holmberg, Pamela

From: Prinz, Michael
Sent: Tuesday, March 04, 2014 1:51 PM
To: Holmberg, Pamela
Subject: RE: Scanned image from MX-M363N

The specific outreach work program has not been identified. The SANDAG Grant Agreement calls for the City to provide the following deliverables:

-A Community Outreach and Participation Framework; -Three (3) community outreach workshops/ open houses (agendas, materials and displays, summary report);

The planning study activities are within the purview of Planning, Neighborhoods & Economic Development Department for long range land use and mobility planning activities. The consulting services will assist staff in facilitating and completing the study in an efficient and timely manner.

The printed materials will be minimal and can be completed using Planning's printing capabilities. Any large print jobs can be coordinated with Publishing Services.

Please let me know if this information is sufficient.

Thank you,
-Michael

APPROVED
3/4/14

-----Original Message-----
From: Holmberg, Pamela
Sent: Monday, March 03, 2014 4:17 PM
To: Prinz, Michael
Subject: FW: Scanned image from MX-M363N

In order to complete the review of your department's request to contract for SANDAG grant work, please provide a response to the following:

- Please provide a more thorough description of what work will be. If outreach will include printed materials please contact Publishing Services to determine if they can perform the work. (see attached notes)

Until the requested information is provided, the request is on hold.

City of San Diego
Human Resources Department
Request for Human Resources Approval for Purchase Requisition

FEB 26 2014

Requesting Department:	Planning, Neighborhoods & Economic Development
Vendor Name:	None Yet
Purchase Requisition #:	None Yet
Department Contact:	Michael Prinz
Date of Request:	February 24th, 2014
Contract Amount:	$ 266,617

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

Question	Department Response
What is the contract for? *Provide a brief description of the activity and what work the contract would be doing*	SANDAG awarded the City a Grant totaling $266,617 in January 2014 to hire a consultant to complete environmental, plan amendment, outreach, and related work for the SANDAG grant. The Complete the Boulevard Planning Study proposes multi-modal mobility infrastructure improvements within the Little Saigon primary study area along the soon-to-be completed Boulevard Rapid Bus line. The improvements are intended to help realize the transformative potential of the Rapid Bus and BRT in Mid-City by creating more walkable, bikeable, and transit-friendly locations along the Rapid Bus route.
Are City employees currently performing any of the work?	No, City employees are not currently working on environmental analysis or amendments within the area.
Will any City employees be displaced as a result of this contract?	**No city employees would be displaced since this is being paid for by grant funding.**
If this is a renewal of an existing contract, how long have these services been contracted out?	No. This would be a new MOU. No previous activities related to complete this study have been taken.
Is this a Public Works Contract? (construction, reconstruction or repair of City buildings, street or other facilities)	No. No construction, reconstruction or repair of City buildings, streets or other facilities will be undertaken.
Is this a Tenant Improvement?	No.
Was another department contacted to determine if they can or do perform this service (i.e. Streets, Facilities, etc.)? If so, please attach communication.	No. check w/ Publishing Services

NOTE: If a public works construction contract and over $100k, see City Charter Section 94.

HUMAN RESOURCES DEPARTMENT USE ONLY

DOCKET SUPPORTING INFORMATION CITY OF SAN DIEGO **EQUAL OPPORTUNITY CONTRACTING PROGRAM EVALUATION**	DATE: January 2, 2015
SUBJECT: Agreement with Wilson & Company to Provide Traffic Engineering Services for the Complete Boulevard Planning Study	

GENERAL CONTRACT INFORMATION

Recommended Agency: Wilson & Company, Inc. (Not Certified, Caucasian-Male)

Amount of this Action: $216,593.00

Funding Agency: City of San Diego (SANDAG, Smart Growth Incentive Grant)

Goal: 20% Voluntary

SUBCONTRACTOR PARTICIPATION	This Action	Percent
Bennett Peji Design (Not Certified, Caucasian-Male)	$12,995.58	6.00%
Chen Ryan Associates, Inc. (ELBE/DBE, Asian American-Female)	$21,659.30	10.00%
CJ Roberts, Inc. (SLBE/WBE/MBE, Asian American-Female)	$ 8,663.72	4.00%
Helix Environmental (Not Certified, Caucasian-Male)	$10,829.65	5.00%
Marum Partnership (WBE, Caucasian-Female)	$43,318.60	20.00%
Total Certified Participation	**$73,641.62**	**34.00%**
Total Non-Certified Participation	**$23,825.23**	**11.00%**
Total Subcontractor Participation	**$97,466.85**	**45.00%**

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

Equal Opportunity: Required

Wilson & Company, Inc. submitted a Work Force Report for their San Diego employees dated, April 30, 2014 indicating 1 employee in their Administrative Work Force.

The firm has fewer than 15 employees and therefore, is exempt from the employment category goals.

This agreement is subject to the City's Equal Opportunity Contracting (San Diego Ordinance No. 18173, Section 22.2701 through 22.2708) and Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517).

ADDITIONAL COMMENTS

(H146240)

MB

FILE ONLY

THE CITY OF SAN DIEGO

MEMORANDUM

DATE: December 24, 2014

TO: Council President Sherri Lightner

FROM: Tom Tomlinson, Interim Director, Planning Department
via David Graham, Deputy Chief Operating Officer, Neighborhood Services Branch

SUBJECT: Supplemental Docketing Request for Agreement for traffic engineering services related to the Complete Boulevard Planning Study

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This memorandum shall serve as the formal request for supplemental docketing of the request to approve an Agreement for planning and environmental services related to the Complete Boulevard Planning Study at City Council on January 20, 2015. The City entered into a Grant Agreement with SANDAG on January 21, 2014. The Agreement requires the City to award any necessary consultant contract within one year following execution of the grant agreement. The item will be heard at the January 14th meeting of the Smart Growth and Land Use Committee.

The City of San Diego received $171,617 Smart Growth Incentive Program Grant funding from the San Diego Association of Governments (SANDAG) in 2014. The funds were awarded to identify multi-modal mobility infrastructure improvements within the Little Saigon primary study area along the El Cajon Boulevard Rapid Bus line. The improvements are intended to facilitate more walkable, bikeable, and transit-friendly locations along the Rapid Bus route. The grant-funded effort will include the preparation of conceptual infrastructure improvements, and preliminary engineering drawings, and schematic drawings for future implementation projects. The study development process will engage residents, businesses, and community organizations through community planning group meetings, pop-up outreach events, a community-wide workshop, and stakeholder interviews to develop a study that achieves broad community support.

In May 2014, the Planning Department requested statements of qualifications from five (5) traffic engineering firms from the City of San Diego Consultant Rotation list for traffic engineering services to assist City staff in community engagement and preparation of a study and associated technical analyses for the Complete Boulevard Planning Study. The consultant selection process was administered by Planning Department and Public Works Contracts staff

consistent with City Council Policy 300-7 and Administrative Regulation 25.60. The City selected Wilson & Company, a firm with specialized expertise in providing traffic engineering services for similarly scoped projects.

The $171,613 in SANDAG grant funding will be augmented by $50,000 in Mid City Community Parking District funds to cover a portion of the consultant costs and the enterprise fund staff costs associated with this effort.

Thank you for your assistance with docketing this matter.

Tom Tomlinson
Interim Director

cc: Scott Chadwick, Chief Operating Officer
Stacey LoMedico, Assistant Chief Operating Officer
Diana Jurado-Sainz, Director of Legislative Affairs
Libby Coalson, Docket Liaison