REQUEST FOR COUNCIL ACTION CITY OF SAN DIEGO		CERTIFICATE NUMBER (FOR COMPTROLLER'S USE ONLY) 3000007489
TO: CITY COUNCIL	FROM (ORIGINATING DEPARTMENT): Planning	DATE: 12/8/2014

SUBJECT: Agreement with PlaceWorks for planning and environmental services related to the Morena Boulevard Station Area Specific Plan

PRIMARY CONTACT (NAME, PHONE):	SECONDARY CONTACT (NAME, PHONE):
Michael Prinz,(619) 533-5931	Melissa Garcia, (619) 236-6173

COMPLETE FOR ACCOUNTING PURPOSES

FUND	600002				
FUNCTIONAL AREA	OTHR-00000000-NS				
COST CENTER	1619000014				
GENERAL LEDGER ACCT	512059				
WBS OR INTERNAL ORDER	AA1000401-13				
CAPITAL PROJECT No.					
AMOUNT	$375,000.00	0.00	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):

ROUTING AND APPROVALS

CONTRIBUTORS/REVIEWERS:		APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
Financial Management		ORIG DEPT.	Tomlinson, Tom	12/12/2014
Environmental Analysis		CFO		
Comptroller		DEPUTY CHIEF		
Liaison Office		COO		
		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 PlaceWorks for the Morena Boulevard Station Area Specific Plan, in Fund 600002, Grant 1000401-2013, in an amount not to exceed $375,000 under the terms and conditions set forth in the Agreement; and

2. Authorizing the Chief Financial Officer to expend an amount not to exceed $375,000 from Grant #1000401-2013 R-307956) to provide funds for the Agreement with PlaceWorks to prepare a Specific Plan for the Morena

Boulevard Station Area for the purpose of executing this agreement. 3. Determine that executing a contract agreement between the City and PlaceWorks 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):	2
COMMUNITY AREA(S):	Clairemont Mesa and Linda Vista
ENVIRONMENTAL IMPACT:	Executing a contract agreement between the City and PlaceWorks to complete a plan is exempt from CEQA pursuant to state CEQA guidelines Section 15262.
CITY CLERK INSTRUCTIONS:	Requesting approval of a consultant agreement with PlaceWorks for planning and environmental services related to the Morena Boulevard Station Area Specific Plan.

COUNCIL ACTION
EXECUTIVE SUMMARY SHEET
CITY OF SAN DIEGO

DATE: 12/8/2014
ORIGINATING DEPARTMENT: Planning
SUBJECT: Agreement with PlaceWorks for planning and environmental services related to the Morena Boulevard Station Area Specific Plan
COUNCIL DISTRICT(S): 2
CONTACT/PHONE NUMBER: Michael Prinz/(619) 533-5931

DESCRIPTIVE SUMMARY OF ITEM:
This action is to enter into an agreement with PlaceWorks for $375,000. PlaceWorks will perform planning and environmental services to assist City staff in community engagement and prepare a Specific Plan and associated programmatic environmental impact report for the Morena Boulevard station area.

The City of San Diego received $400,000 Smart Growth Incentive Program Grant funding from SANDAG in 2014. The funds were awarded to provide for the preparation of a Specific Plan for the Morena Boulevard Corridor. The Specific Plan will indentify land uses and establish design guidelines in light of the adjacent programmed light rail and existing transit stations.

STAFF RECOMMENDATION:
Approve Requested Actions
EXECUTIVE SUMMARY OF ITEM BACKGROUND:
The City of San Diego received $400,000 Smart Growth Incentive Program Grant funding from the San Diego Association of Governments (SANDAG) in 2014. The funds were awarded to provide for the preparation of a Specific Plan for the Morena Boulevard Corridor. The Specific Plan will indentify land uses and establish design guidelines in light of the adjacent programmed light rail and existing transit stations. The plan will also identify public infrastructure and mobility improvements to increase bicycle and pedestrian access to the stations in the specific plan area. The grant-funded effort will include the preparation of a programmatic environmental impact report, community plan amendments, facilities financing plan amendments, and rezones for the specific plan area within the Linda Vista and Clairemont Mesa Community Plans. The Specific Plan development process will engage residents through community planning group meetings, pop-up outreach events, community-wide workshops, and stakeholder interviews to develop a plan that achieves broad community support.

In May 2014, the Planning Department issued a Request for Proposals for planning and environmental services to assist City staff in community engagement and preparation of a Specific Plan and associated programmatic environmental impact report for the Morena Boulevard station area. The consultant selection process was administered by Planning Department and Public Works Contracting Group staff consistent with City Council Policy 300-7 and Administrative Regulation 25.60

The City selected PlaceWorks, a local firm with specialized expertise in preparing specific plans and programmatic environmental impact reports. PlaceWorks will be responsible for conducting community outreach activities, preparing a Specific Plan consistent with the requirements outlined in California Government Code Section 65450, and prepare a programmatic environmental impact report. The agreement with PlaceWorks would be in an amount not to exceed $375,000 for a term of no more than five years. It is anticipated that work will be completed within a three year timeframe.

The remaining $25,000 in SANDAG grant funding will be used to cover enterprise fund staff costs associated with this effort.

FISCAL CONSIDERATIONS:
SANDAG grant #1000401-2013 (R-307956) 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-Discrminiation 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 Clairemont and Linda Vista planning groups will be extensively involved in the Morena Boulevard Station Area plan.

KEY STAKEHOLDERS AND PROJECTED IMPACTS:
The communities of Clairemont and Linda Vista will be key stakeholders in the specific plan development process.

Tomlinson, Tom
Originating Department

_____
Deputy Chief/Chief Operating Officer

AGREEMENT BETWEEN

THE CITY OF SAN DIEGO

AND

PLACEWORKS

FOR

MORENA BOULEVARD STATION AREA SPECIFIC PLAN

CONTRACT NUMBER: H146239

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CONSULTANT 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 - Consultant Evaluation Form

Exhibit G - Contractor Standards Pledge of Compliance

Exhibit H - Determination Form

Exhibit I - Equal Benefits Ordinance Certification of Compliance

Exhibit J - Regarding Information Requested Under the California Public Records Act

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

AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND PLACEWORKS
FOR CONSULTANT SERVICES

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

RECITALS

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

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

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

ARTICLE I
CONSULTANT SERVICES

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

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

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

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

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

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

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

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

ARTICLE II
DURATION OF AGREEMENT

2.1 Term of Agreement. This Agreement shall be effective on the date it is executed by the last Party to sign the Agreement, and approved by the City Attorney in accordance with San Diego Charter Section 40. Unless otherwise terminated, it shall be effective until completion of the Scope of Services or January 21, 2019 whichever is the earliest but not to exceed five years unless approved by City ordinance.

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

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

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

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

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

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

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

ARTICLE III
COMPENSATION

3.1 Amount of Compensation. The City shall pay the Consultant for performance of all Professional Services rendered in accordance with this Agreement, including reasonably related expenses, for a total contract amount not exceeding $375,000.00. The compensation for the Scope of Services shall not exceed $375,000.00, and the compensation for Additional Services (described in Section 3.2), if any, shall not exceed $0.00.

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

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

3.4 Additional Costs. Additional Costs are those costs that can be reasonably determined to be related to the Consultant's errors or omissions, and may include Consultant,

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

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

ARTICLE IV
CONSULTANT'S OBLIGATIONS

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

4.2 Right to Audit.

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

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

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

4.2.2.1.1 Accounting Records. The Consultant and all subcontractors shall maintain complete and accurate records in accordance with generally accepted accounting practices in the industry. The Consultant and Subcontractors shall make available to the City for review and audit, all Service related accounting records and documents, and any other financial data. Upon the City's request, the Consultant and Subcontractors shall submit exact duplicates of originals of all requested records to the City.

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

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

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

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

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

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

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

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

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

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

4.3.3 Acceptability of Insurers.

4.3.3.1 Except for the State Compensation Insurance Fund, all insurance required by this Contract or in the Special General Conditions shall only be carried by insurance companies with a rating of at least "A-, 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 Consultant's insurance and shall not contribute to it.

4.3.4.2 Automobile Liability Insurance Endorsements

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

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

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

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

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

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

4.4 Subcontractors. The Consultant's hiring or retaining of any third parties [Subcontractors] to perform Services [Subcontractor Services] is subject to prior approval by the

City. The Consultant shall list on the Subcontractor List (Exhibit D Attachment BB) all Subcontractors known to the Consultant at the time this Agreement is entered. If at any time after this Agreement is entered into the Consultant identifies a need for additional Subcontractor Services, the Consultant shall give written notice to the City of the need, at least forty-five days before entering into a contract for such Subcontractor Services. The Consultant's notice shall include a justification, a description of the Scope of Services, and an estimate of all costs for the Subcontractor Services. The Consultant may request that the City reduce the forty-five day notice period. The City agrees to consider such requests in good faith.

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

4.4.1.1 The Consultant 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 Consultant proportionate to the services performed by the Subcontractor.

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

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

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

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

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

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

4.6 Non-Discrimination Requirements.

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

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

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

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

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

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

4.7.2.1 The dangers of drug abuse in the work place.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.15 Prevailing Wage Rates: Prevailing wage rates apply to this Agreement.

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

4.15.1. Compliance with Prevailing Wage Requirements. Pursuant to sections 1720 through 1861 of the California Labor Code, the Consultant 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.

4.15.1.1. 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. Consultant 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.

4.15.1.2. 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.

4.15.2. Penalties for Violations. Consultant 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.

4.15.3. Payroll Records. Consultant 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. Consultant shall require its subcontractors to also comply with section 1776. Consultant and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Consultant is responsible for ensuring its subcontractors submit certified payroll records to the City.

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

4.15.5. Working Hours. Consultant 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 consultants 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.

4.15.6. Required Provisions for Subcontracts. Consultant 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.

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

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

ARTICLE VII
MEDIATION

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

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

7.3 Selection of Mediator. A single Mediator that is acceptable to both Parties shall be used to mediate the dispute. The Mediator will be knowledgeable in construction aspects and

may be selected from lists furnished by the AAA or any other agreed upon Mediator. To initiate mediation, the initiating Party shall serve a Request for Mediation on the opposing Party. If the Mediator is selected from a list provided by AAA, the initiating Party shall concurrently file with AAA a "Request for Mediation" along with the appropriate fees, a list of three requested Mediators marked in preference order, and a preference for available dates.

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

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

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

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

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

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

ARTICLE VIII
INTELLECTUAL PROPERTY RIGHTS

8.1 Work For Hire. All original designs, plans, specifications, reports, documentation, and other informational materials, whether written or readable by machine, originated or prepared exclusively for the City pursuant to this Agreement (Deliverable Materials) is "work for hire" under the United States Copyright law and shall become the sole property of the City. The Consultant, including its employees, and independent

Subcontractor(s), shall not assert any common law or statutory patent, copyright, trademark, or any other intellectual proprietary right to the City to the deliverable Materials.

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

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

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

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

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

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

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

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

ARTICLE IX
MISCELLANEOUS

9.1 Notices. In all cases where written notice is required under this Agreement, service shall be deemed sufficient if the notice is deposited in the United States mail, postage paid. Proper notice shall be effective on the date it is mailed, unless provided otherwise in this Agreement. For the purpose of this Agreement, unless otherwise agreed in writing, notice to the City shall be addressed to: Planning Department, 1222 First Avenue, San Diego, CA 92101, Attn: Michael Prinz, MS 413 and notice to the Consultant shall be addressed to: PlaceWorks, 501 W. Broadway, Suite 800, San Diego, CA 92101.

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

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

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

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

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

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

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

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

9.10 Integration. This Agreement and the Exhibits and references incorporated into this Agreement fully express all understandings of the Parties concerning the matters covered in this Agreement. No change, alteration, amendment, or modification of the terms or conditions of

this Agreement, and no verbal understanding of the Parties, their officers, agents, or employees shall be valid unless made in the form of a written change agreed to in writing by both Parties. All prior negotiations and agreements are merged into this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

9.23 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 G. 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.

9.24 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 I. 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.

9.25 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 J (Regarding Information Requested under the California Public Records Act).

The remainder of this page has intentionally been left blank.

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

Dated this _____ day of _____, _____.

THE CITY OF SAN DIEGO
Mayor or Designee

By_____

I HEREBY CERTIFY I can legally bind PlaceWorks and that I have read all of this Agreement, this 19th day of December, 2014.

By_____
Karen Gulley
Principal

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

JAN I. GOLDSMITH, City Attorney

By_____
Deputy City Attorney

PlaceWorks
Signature Authority
Board Approved for 2015

DOCUMENT / ACTION	AUTHORIZED TO EXECUTE
Contracts under $100,000 (inc. Subs)	C, P, or AP
Contracts over $100,000 (inc. Subs)	C or P
Proposals	C, P, or AP
Overtime Requests	C, P, or AP
Time-Off Requests	HR + C, P, or AP
Expense Reimbursement	HR
Hiring of Executive Staff	C
Hiring of Non-Executive Staff	C or P
Terminations	C
Merit Increases	C
Employee Benefit Contracts	C
Purchases Under $1,000	C, P, IT or HR
Purchases Over $1,000	C
Facility Lease Agreements	C
Equipment Rental/Lease Agreements	C
Checks	C or HR (second signature required over $10,000)
Bank Loans	C
Merger/Acquisition Agreements	C
Litigation Agreements	C
Tax Returns	C
Personal Guaranties	C
Stock Transactions	C
Official Corporate Documents	C or S

Note: C=CEO, Chairman, or President; P=Principal; AP=Associate Principal; S=Corporate Secretary; IT=Chief Information Officer; HR=Human Resources Manager; PM=Project Manager

X

Keith McCann, CEO

PLACEWORKS, INC.
INCORPORATED
SEPT
5
1975
CALIFORNIA

Employee List

Wednesday, November 19, 2014
1:06:52 PM

PlaceWorks

Full Name	Labor Category
Woodie Tescher	Principal
William C Hass	Principal
David Charles Early	Principal
Charlie Knox	Principal
Stephen Tracy Noack	Principal
Sarah Carolyn Sutton	Principal
Karen Louise Gulley	Principal
JoAnn Hadfield	Principal
William Russell Halligan	Principal
Randal William Jackson	Principal
Brian Kirk Judd	Principal
Dwayne Scott Mears	Principal

CONSULTANT 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 - Consultant Evaluation Form

Exhibit G - Contractor Standards Pledge of Compliance

Exhibit H - Determination Form

Exhibit I - Equal Benefits Ordinance Certification of Compliance

Exhibit J - Regarding Information Requested Under the California Public Records Act

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

EXHIBIT A

SCOPE OF SERVICES

Morena Boulevard Station Area Specific Plan and Program EIR

Scope of Work

This Work Program sets forth the detailed scope of work PlaceWorks will conduct in support of the **Morena Boulevard Station Area Specific Plan and Program EIR** (MBSASP).

Task 1.0 Project Administration

PlaceWorks will provide the project management for the MBSASP. PlaceWorks will lead the community outreach effort; prepare a Specific Plan, and Program EIR; maintain the project schedule and budget; and communicate and coordinate with City staff. The project management task includes the following components:

1.1 Project Management

Project Communications and Coordination. PlaceWorks will meet bi-weekly with the City's Project Manager via conference call, to review project status, budget, and schedule; obtain any required City approvals or input; make decisions; and discuss problems that have the potential to adversely affect the project schedule. The PlaceWorks Project Manager will participate in each call and the PlaceWorks Principal-in-Charge (PIC) and other staff will participate as necessary, as determined by the City's Project Manager. PlaceWorks will provide an agenda at least 24 hours prior to the meeting and follow up with notes and action items following the meeting. PlaceWorks and project team members will also attend in-person coordination meetings with City staff as needed to discuss anticipated work, decisions and action items, activities, project issues, and deliverables to ensure progress occurs according to the schedule and budget. PlaceWorks will attend up to eight (8) in-person meetings, including the Project Kick-off Meeting. PlaceWorks will prepare agendas and summaries of all project coordination meetings.

Project Schedule. PlaceWorks will develop a detailed project schedule and will maintain an up-to-date schedule throughout the project.

Invoice and Progress Memorandums. The PlaceWorks Project Manager will provide the City's Project Manager with monthly written progress memorandums PlaceWorks will also prepare quarterly reports detailing progress on deliverables and accounting of all project team staff and subconsultant charges for project tasks.
Meetings

Deliverables:

» Project Schedule

» Attendance at up to **8** In-Person Coordination Meetings (including meeting agendas/minutes)

» Up to **22** Monthly Progress Memos

» Up to **6** Quarterly Reports

1.2 Internal Quality Control and Quality Assurance

The PlaceWorks PIC, Project Manager and Strategic Advisors will provide internal quality control and quality assurance for all project documents and materials.

Task 2.0 Community Outreach

PlaceWorks will conduct the following activities as part of its Outreach Program:

2.1 Community Stakeholder Interviews

PlaceWorks will conduct a series of interviews with key community stakeholders to obtain input and to build a coalition of support for the proposed concept. The list of community stakeholders, including contact information, will be submitted to the City's Project Manager for review and approval prior to the interview process.

PlaceWorks will facilitate up to two full working days of **up to ten (10) interviews** with stakeholders. Interviews will be clustered, where possible, to minimize costs. Interviews may occur in person or over the telephone. The exact format, number, and timing of interviews will be subject to review and approval by City staff. PlaceWorks will develop and design survey questions, coordinate meeting times and logistics, and select a meeting location.

The scope assumes that City Staff will attend monthly community planning group meetings (Clairemont Mesa and Linda Vista) to present project information, progress updates, and/or draft concepts and recommendations.

2.2 Stakeholder Agency Meetings

The PlaceWorks team will facilitate up to **two (2) in-person meetings** between the City and outside agencies such as SANDAG, Caltrans or others to discuss the planning process, issues, concerns, and solutions. PlaceWorks will work with City staff to determine the appropriate contacts, participants, and subject material for any interagency or groups meetings. The exact format, number, and timing of interviews will be subject to review and approval by City staff.

2.3 Pop Up Outreach

PlaceWorks will conduct on-the-street "pop up" outreach. The pop up outreach may take various forms, including but not limited to setting up a booth in areas where people congregate, attending community events, or conducting informal polling. PlaceWorks will provide a two-person team for **up to sixteen (16) hours of outreach**, plus time for prep and a short summary report. The exact format, number, and timing of pop up outreach will be subject to review and approval by City staff.

2.4 Community-Wide Workshop

PlaceWorks will conduct one community-wide workshop to provide the broad public an opportunity to review and comment on the project. The specific timing and the format and structure of the workshop is still to be determined and will be developed and approved by City Staff as the project progresses.

2.5 Project Fact Sheets/Social Media

PlaceWorks will prepare a series of one-page fact sheets to provide key project information and progress updates to the public. PlaceWorks will also consider the use of social media to provide project information and communicate with the public. The use of social media and any/all content posted will be subject to approval by City staff.

2.6 Project Website Content

PlaceWorks will assist the City in providing content for the project website. PlaceWorks will provide draft reports, maps, graphics, event notices, presentations, and other materials as applicable to provide clear and open access to project information at all times. The scope assumes the existing community profile webpages will be used and that the same content will be used to populate both the Clairemont and Linda Vista Community website pages.

Deliverables:

» Attendance at up to ten (10) community stakeholder interviews

» Attendance at two (2) stakeholder agency in-person meetings

» Attendance at up to 16 hours of pop up outreach

» Attendance at one community-wide workshop

» Attendance at up to four (4) community planning group meetings

» Three (3) one-page fact sheets (electronic version in PDF format)

» Website content

Task 3.0 Specific Plan Development

PlaceWorks will use the existing conditions analysis and other information prepared as part of the Morena Boulevard Station Area Planning Study (MBAP), the results of the Community Outreach process, and additional infrastructure analysis included below, to prepare the Morena Boulevard Station Area Specific Plan and amendments to the applicable Community Plans and Land Development Code. The scope and budget assumes no new existing conditions research or analysis is required and that the City will provide all relevant documents and data in electronic format.

PlaceWorks will develop the Draft Specific Plan in conformance with specific plan requirements outlined in the California Government Code Section 65450 et seq. and to provide for streamlining CEQA processing under SB 226 and SB 743. PlaceWorks will develop a land use program, and design guidelines to be incorporated in the form of a Specific Plan. PlaceWorks will draft language and exhibits necessary to implement the recommendations of the Specific Plan. The exact topical areas and structure of the Specific Plan document will be determined in coordination with, and approved by, City staff. The following specialized topical areas are anticipated to be included in the Specific Plan document:

» Vision Statement, Goals and Policies

» Land Uses

» Design Guidelines

» Green Infrastructure

» Mobility

» Parking

» Public Facilities Improvements

» Plan Implementation

» Financing and Phasing Plan

3.1 Specific Plan Outline

PlaceWorks will submit one draft annotated Specific Plan outline to City staff for review and comment. Based on receipt of one consolidated set of comments, PlaceWorks prepare and submit a final annotated Specific Plan outline. The scope and budget assumes no changes will be made to the overall structure or specified topical areas of the Specific Plan once the outline has been approved.

Deliverables:

» Draft/Final Specific Plan Outline (electronic copy in MS Word)

3.2 Preferred Land Use Plan

PlaceWorks will work from the MBAP recommendations and the community outreach input and develop refined concepts for the Specific Plan project area, including the Tecolote and Clairemont transit station areas and the corridor in between. PlaceWorks will prepare a draft land use plan defining categories of district/place typologies comprising the Morena Boulevard project planning area, differentiated by use, development scale, and character. PlaceWorks will collaborate with staff on refinements to the draft in order to reach a Preferred Land Use Plan. The Preferred Plan will be folded into the Specific Plan, along with a definition of the land use designations and detailed statistical summary of maximum allowable development.

Visual Simulations. PlaceWorks will prepare two (2) visual simulations of two (2) perspectives within the Preferred Land Use Plan. Specific views will be determined by city staff. Visual simulation graphics may be used in various public outreach activities, documents and materials, and/or public hearings.

PlaceWorks will also conduct a viewshed analysis to support the aesthetic impact analysis as part of the EIR. The preparation of the viewshed analysis will be conducted in consultation with City staff as well as SANDAG. PlaceWorks will work together to choose the alternative that most effectively achieves City and community goals and is most feasible and appropriate.

3.3 Mobility

PlaceWorks will refine the proposed mobility improvements recommended in the MBAP and prepare a comprehensive mobility strategy to be included in the Mobility chapter of the MBSASP. The refinements will focus upon remaining opportunities to:

» Maximize internal mobility opportunities and connections to the transit station, between land uses, and to/from parking, with an emphasis on pedestrian and bicycle access

» Integrate proposed land uses with a multi-modal network of "complete streets"

» Accommodate potential transit-oriented development (TOD) in a manner that can be "self-mitigating"

» Maximize the return on public investments in the future Mid-Coast Corridor light rail line

» Increase bicycle use and walking

» Manage parking supplies with an integrated parking strategy

» Coordinate and support regional transportation systems, goals, and priorities

PlaceWorks will coordinate with key City departmental staff in both the Transportation Planning section of the Planning Department and Transportation Review section of the Development Services Department to ensure support for recommended improvements. Additional staff may be involved in the review process as determined by the City's Project Manager.

Parking. PlaceWorks will evaluate and prepare recommendations for parking within the project area as part of the Mobility Plan. The parking section will incorporate an understanding of the various TOD users and their locational and time span preferences and will consider new parking standard recommendations. This section will also include demand management recommendations to maximize opportunities for carpooling, transit use, shuttle connections to office use areas, bicycling, and walking.

3.4 Design Guidelines

PlaceWorks team will prepare highly illustrative design guidelines illustrating the design objectives for the four districts identified in the Specific Plan area related to density, volume, scale and placement in relation to the existing character. The guidelines will convey expectations for private development and the public realm. Likely topics in this chapter include:

+ Site organization and access
+ Building massing
+ Streetscape and building street wall
+ Parking facilities
+ Ground-floor treatment
+ Architectural approach to design and quality
+Open space
+ Outdoor dining/displays
+ Gateways

Other topics may be included as determined by City staff.

3.5 Public Facilities

PlaceWorks will prepare an Infrastructure chapter of the Specific Plan that will define the type of infrastructure improvements, and facilities needed to support the Preferred Land Use Plan, along with rough "triggers" for when infrastructure is needed. PlaceWorks will also utilize the most currently proven and accepted low impact development (LID) features to set natural drainage standards for both community-scale plans and buildings-scale plans. Natural drainage standards will be designed to promote water quality, runoff control, and protection of downstream environmental habitats.

Maps, diagrams, and detailed descriptions will be included to clearly describe the needed improvements to support the Specific Plan.

3.6 Land Development Code

PlaceWorks will prepare the language and exhibits necessary to implement the Specific Plan that defines the zoning regulations and design standards for each of the zoning districts. The proposed amendments may refine and supplement Citywide zoning regulations and may follow a hybrid form-based code approach that enables the built-form regulations to be tailored to specific subareas of the Specific Plan boundary. The format and approach of the code amendments will be at the discretion of City staff.

Zoning standards may include (but are not necessarily limited to): allowed/conditional uses, heights, setbacks, parking location, parking quantity, public frontages used for streetscape improvements and block reduction, required retail frontages, public space standards, and other building form regulations.

3.7 Implementation Plan

PlaceWorks will work collaboratively with City staff to create a "prioritized implementation strategy" for the Specific Plan.

For each topic area, the Specific Plan – Implementation Program chapter will contain recommended policy language and proposed action steps. These action steps will include policy or regulatory steps (for example, modify community plan land uses and code sections to prompt development) and proposed capital improvements (such as mobility connectivity improvements).

Facilities Financing Strategy. PlaceWorks will evaluate the full range of existing and potential new funding sources, including the use of value capture. This work will include review with the City of current impact fees and the potential for including new improvements in the relevant programs including:

» Potential tax increment that could be available for an Infrastructure Finance District or other proposed new authorities (e.g., SB 1 Sustainable Communities Investment Authority)

» Potential for a new Assessment District, along with developer contributions on a project-specific basis

» Potential grant funding sources.

PlaceWorks will prepare a "sources and uses" table, by phase, showing the proposed facilities improvement costs and the funding sources to cover those costs. This work will emphasize "back

loading" improvement costs to the greatest extent practical, to shift improvement costs to when a more substantial amount of new tax increment, assessments, and other new fiscal revenues will be available.

3.8 Draft Specific Plan

PlaceWorks will prepare a clear, comprehensive, State-law compliant, and graphically intense Specific Plan. It will contain graphics, diagrams, tables, and text to convey necessary information. Other programs (such as Adobe InDesign) may be used to prepare the Specific Plan subject to the discretion of City staff. PlaceWorks will work with the City to prepare the Specific Plan in a format that is well suited for the City and communities.

PlaceWorks will prepare and submit the draft Specific Plan to the City for one (1) round of review. Revisions will be made based on City staff comments. This scope assumes one (1) consolidated set of comments will be provided by City staff. PlaceWorks will then prepare a Screencheck draft for review by City staff in advance of public review. After the completion of the draft Specific Plan and related Community Plan and Land Development Code amendments, PlaceWorks will work with the City to announce the release of these documents to the public and provide them with the opportunity to comment. PlaceWorks will work with the City to provide these documents on the City website and will present them to key stakeholder groups and decision makers as determined by City staff.

Deliverables:

» Preferred Land Use Alternative (in digital format, including GIS shapefiles)

» 3-Step Visual Simulations for 2 land use scenarios

» Administrative, Screencheck, and Public Review Draft Specific Plan (2 hard copies and 1 electronic copy in MS Word and PDF)

» Final Specific Plan (2 hard copies, electronic copies in MS Word and PDF on CD, 1 electronic copy of reproduction quality)

» Web-ready PDF files

Task 4.0 Environmental Analysis

PlaceWorks will prepare a Program EIR (PEIR) for the proposed Morena Boulevard Station Area (MBSA) Specific Plan project. The PEIR will allow the City to consider broad policy alternatives and program-wide mitigation measures. It will also provide land use flexibility while still providing effective mitigation for future projects. The PEIR will outline requirements for subsequent development, including appropriate site-specific technical studies and/or investigations, if required.

Project Initiation/Scope of Work

Kick-off Meeting/Project Description. PlaceWorks will attend an EIR task kick-off meeting to discuss the project and confirm the approach, scope, schedule, project description, and PEIR outline. Upon commencing the environmental review process, PlaceWorks will prepare the project description, which will include: text detailing the project characteristics; land use summary tables; figures to graphically depict the project location, existing land uses, and proposed land uses; project objectives; and required discretionary approvals. PlaceWorks will submit the project description City staff for one round of review. Revisions to the project description will be made based on City staff comments and the description will be used for the NOP, EIR, and technical studies.

Public Scoping Meeting. PlaceWorks will assist in organizing and conducting one scoping meeting to present the specific plan and solicit comments regarding the scope and content of the environmental issues to be addressed in the PEIR. Pre-meeting assistance will include scheduling the meeting and preparing public notices and agendas for City staff review. PlaceWorks assumes the City will mail and publish the final notices. At the meeting, PlaceWorks will be prepared to discuss the environmental review process and to answer questions, as desired by the City staff.

Notice of Preparation. This scope and budget assumes the City will draft and distribute the NOP. It also assumes that the PEIR will address every topic except Agriculture/Forestry Resources. Therefore, no Initial Study will be prepared and it is assumed the NOP will note the topics to be addressed and support the exclusion of Agriculture/Forestry Resources. This topic will be discussed in the "Impacts Found Not To Be Significant" section of the PEIR.

Deliverables:

» Attend one EIR Task kick-off meeting

» Draft/Final Project Description (electronic copy in MS Word)

» Attend and participate in one public scoping meeting by overall Project Manager, PEIR Project Manager, and Planner

» Public Scoping Meeting Materials (including agenda, PowerPoint presentation, comment cards, and other materials)

Background Data and Technical Studies

PlaceWorks will compile and review available information on the project site, including but not limited to the MBAP, development plans, available technical studies, and City planning documents, including the City's General Plan and EIR, Clairemont Mesa and Linda Vista Community Plans, and the City's CEQA Significance Determination Thresholds (Guidelines). Based on our review of currently available documents, PlaceWorks believe the below technical analyses and studies will be required to support the EIR.

Air Quality, Odor, and Greenhouse Gas Emissions. PlaceWorks will prepare an air quality and greenhouse gas (GHG) emissions technical analysis to evaluate potential air quality impacts associated with the MBSA Specific Plan project. The assessment of air quality and GHG emissions impacts will be based on the current methodology of the San Diego Air Pollution Control District (SDAPCD) and the City of San Diego's CEQA Significance Determination Thresholds (2011) and Significance Thresholds for GHG Emissions, CEQA (2013), for projects in the San Diego Air Basin (SDAB). The criteria air pollutant and GHG emissions inventory will be developed for the project based on the California Emissions Estimator Model (CalEEMod). The technical analysis will be integrated with the EIR, and modeling datasheets will be included as an appendix. The analysis will include the follow components:

» Construction-Related Emissions

» Criteria Air Pollutant and GHG Emissions

» SDAPCD Regional Air Quality Strategy and Odors

» CO Hotspots

» Community Risk/Air Quality Compatibility

» Project Consistency with Plans Adopted to Reduce GHG Emissions

Biological Resources Technical Study (BRTS). PlaceWorks will complete the BRTS. PlaceWorks will review available biological databases to identify known and potentially occurring biological resources in the study area, including jurisdictional (wetland) features. PlaceWorks will review applicable City of San Diego biological guidelines that apply to the project anda qualified biologist will conduct a visit to map sensitive biological resources that may be present. Plant and animal species observed during the visit will be recorded. Potential jurisdictional wetland features in the study area will be mapped, although a formal jurisdictional delineation is not included. PlaceWorks will prepare a sensitive biological resources map and an existing conditions letter. The letter will describe and quantify the results of the site visit. Sensitive resources, if any, will be described. The potential for sensitive plant and animal species to occur will be assessed, and recommendations will be made for additional studies/surveys that may be required to analyze the future projects under CEQA.

Limited Geotechnical and Geologic Study. PlaceWorks will prepare a limited geotechnical and geologic study. The study will include available geologic and geologic hazard maps, available geotechnical investigations, and in-house files for the site vicinity; no site reconnaissance or subsurface exploration will be conducted. The study will include descriptions of geologic and seismic conditions and hazards, including discussions of fault rupture and earthquakes, liquefaction and seismic settlement, lateral spreading, tsunami and seiches, landslides and slope stability, soil compressibility, subsidence, expansive soils, and erosion. Limited analysis will be provided to address measures that may be suitable to avoid or minimize impacts from the aforementioned hazards. The study will include figures to convey site geology and known fault lines relative to the study area.

Modified Phase 0 Transaction Screen Process Report. PlaceWorks will prepare a Modified Phase 0 Transaction Screen Process Report (Phase 0) for the Specific Plan area. The Phase 0 Assessment will be performed in general conformance with the scope and limitations of the American Society for Testing and Materials (ASTM) E 1528-06 Standard. It will be limited to a site reconnaissance and visual evaluation, review of a regulatory database reports, review of historical aerial photographs, and evaluation of business environmental risk associated with a parcel of commercial real estate may necessitate investigation beyond that identified in the Phase 0. A letter report will be prepared that conforms to ASTM standards relating to Phase 0s. The assessment will evaluate site history, observable conditions, and current and historic uses of the site and surrounding areas to identify Potential Environmental Conditions (PECs) in connection with the project area.

Historical Resources Technical Report (HRTR). PlaceWorks will prepare a HRTR. A records search for the project area will be required from the South Coastal Information Center (SCIC). PlaceWorks will review historical maps and aerial photos to determine all properties that will require survey due to the age of the potential historic resource and an on-site reconnaissance survey of up to 100 buildings constructed more than 45 years ago. PlaceWorks will photograph the exteriors of all buildings and take detailed field

notes. PlaceWorks will also conduct archival research to confirm the buildings' dates of construction and the general history of the area through records such as building permits (if available), Assessor's Records (if accessible), historical society records, city directories, and newspapers. PlaceWorks will conduct research to address whether any locally significant individuals are known to have been associated with properties in the survey area; only if such individuals are identified will PlaceWorks conduct further research to confirm their association with specific properties and the extent of that association. PlaceWorks will then evaluate each building's significance in the appropriate local contexts, including San Diego's Modernism Context, and whether buildings are eligible as potential contributors to a historic district.

The HRTR will contain the requisite written documentation in compliance with the CEQA process and follow the City of San Diego guidelines for an HRTR. Accordingly, the report will evaluate the buildings' eligibility for listing in the California Register of Historical Resources, City of San Diego local register, and as a CEQA historic resource. The evaluation will be conducted in conformance with the National Register of Historic Places guidance on conducting historic building evaluations (specifically NRHP Bulletin How to Apply the National Register Criteria for Evaluation); California Office of Historic Preservation's Instructions for Recording Historical Resources and Technical Assistance Series #7, How to Nominate a Resource to the CRHR; the City of San Diego guidelines, including CEQA Significance Determination Thresholds (January 2011) and Historical Resources Guidelines; and CEQA. ASM will submit two iterations (draft and final) of the HRTR to allow comments.

Phase I Cultural Resources Investigation. PlaceWorks will conduct a records search of the proposed project area and a one-half mile radius surrounding it at the SCIC in order to identify previously recorded sites and cultural resource studies that have been documented within the project area. The records search will include a review of the CRHR and the NRHP to identify any resources in the specific plan area. PlaceWorks will request a search of the Sacred Lands File by the Native American Heritage Commission in order to identify any Native American heritage resources that may be impacted by project development. This information will be summarized in a Phase I report. This scope and budget assumes that direct consultation with Tribal members will be the City's responsibility. Fieldwork is limited to a brief reconnaissance survey under this scope of work.

Hydrology/Water Quality/Utilities

PlaceWorks will provide engineering support for the project. The hydrology/water quality/utilities analysis will include the following components:

Existing Data Review: PlaceWorks will review available information of the project site provided by the City, including master plans of drainage, sewer, water, and dry utilities. PlaceWorks will obtain and review proposed planning areas, existing and proposed topographic and drainage conditions, site features, hydrology, City Master Plans, and any other information that may be pertinent to the infrastructure analysis for the SP and PEIR. PlaceWorks will prepare one base map of the existing conditions based on initial research, GIS data provided the City, and relevant as-built information. It is assumed boundaries, property lines, street alignments and utility data will be provided by City in GIS or AutoCAD format.

Hydrology Assessment: PlaceWorks will prepare a regional hydrology map of the existing study area, identify any major storm drain deficiencies within the study area based on information from Public

Works staff and/or current Master Plans, and compare existing vs proposed impervious surface conditions to determine potential changes in project runoff through changes in impervious conditions. PlaceWorks will overlay the site with FEMA flood maps, identify flood areas within the study area, and include mitigation measures at a Program EIR level, where applicable.

Water Quality Analysis: PlaceWorks will evaluate the local receiving water body, pollutants of concern, and existing and proposed TMDLs and regulatory concerns. Within the context of the mixed-use land uses, the analysis will identify the appropriate proposed project site design, source control, and Low Impact Development (LID) features applicable to the site and identify treatment requirements. PlaceWorks will identify potential BMP recommendations for compliance with on-site retention requirements will be provided (e.g., infiltration, harvest and reuse, and biofiltration). PlaceWorks will evaluate the potential for LID features and green street retrofit opportunities within street improvement projects. PlaceWorks will provide construction measures for compliance with local erosion and sediment control requirements, including the updated SWPPP. This task does not include an independent or stand-alone water quality technical report.

Sewer and Water Assessment: Using City GIS data, PlaceWorks will prepare sewer and water exhibits showing the existing condition and identify areas that would likely require reconfiguration under the proposed conditions. PlaceWorks will provide seew and water recommendations compatible with the proposed green street features identified in the Morena Blvd Station Area Planning Study (February 2014). Using the existing condition build out summaries, PlaceWorks will identify sewer and water demand changes using city-approved generation factors. PlaceWorks will work with City staff to identify potential capacity issues. This scope and budget assumes the City will provide all sewer and water modeling if the use of the City's existing sewer and water models are required.

Technical Infrastructure Report Preparation: Based on the above analysis, PlaceWorks will prepare a stand-alone technical report summarizing the results of the scoped engineering work for inclusion as an appendix to the PEIR. The report will cover applicable CEQA checklist questions related to hydrology, flood control, water quality, and utilities.

Specific Plan Text and Exhibits (Optional): PlaceWorks will prepare text and exhibits related to its work for inclusion in the Specific Plan, and provide support for the completion of the appropriate infrastructure section of the Specific Plan.

Noise and Vibration. PlaceWorks will prepare a programmatic-level assessment for noise and vibration impacts from the project. The noise analyses will discuss relevant standards and criteria for noise exposure, including State of California and City of San Diego ordinances, policies, and standards. Ambient noise conditions and major noise sources in the area will be documented via a data-gathering site survey effort. During a site survey, ambient noise data will be acquired via both short-term (15-minute) sampling (at up to eight locations) and long-term (24-hour) noise monitoring (at up to three locations).

The noise analysis will provide an estimate of short-term noise and vibration levels associated with construction of the project. Noise from vehicular traffic will be assessed for the existing year and two horizon year conditions (assuming separate full buildout time frames of the North Area and the South Area) using a version of the U.S. Federal Highway Administration's (FHWA) Traffic Noise Model, with heavy reliance on the traffic forecasts for major roadway segments, as provided in the traffic impact analysis. The noise analysis will describe changes in the noise environment generated by non-transportation sources from the proposed land uses. Changes to ambient noise levels at buildout of the project and from cumulative growth in the project vicinity will be analyzed to determine if project-

related noise significantly increases the ambient noise environment or significantly contributes to cumulative noise increases. Mitigation measures that reduce construction and operational noise impacts will be identified, as necessary. The results of these analyses will be summarized in the noise section of the EIR, and pertinent analysis details will be provided in an appendix.

Paleontological Resources. PlaceWorks will prepare a Paleontological Resource Sensitivity Assessment (PRSA). The findings of the report will support the paleontological resources section of the EIR. PlaceWorks will 1) conduct a review of available paleontological and geological reports related to the planning area, 2) search paleontological collecting records available at SDNHM to determine the extent of known fossil sites on and near the planning area, 3) survey the planning area to confirm the literature and records surveys, 4) evaluate the sensitivity of geologic formations exposed on the project site, and 5) review specific construction activities (to the extent available) and the extent of anticipated impacts (e.g., destruction of fossil remains). The PRSA will summarize the results of the literature and records surveys and the paleontological resource sensitivity assessment, and will include a discussion of mitigation measures.

Transportation, Circulation and Parking. PlaceWorks will prepare the traffic impact study for the project. The CEQA-level traffic impact study will be included in the PEIR appendix. This scope and budget assumes two rounds of revisions will be conducted prior to public review.

Field Review: PlaceWorks will conduct field reviews to document and verify the existing transportation network, including roadway and intersection geometry, traffic control, transit routes, bicycle and pedestrian facilities, parking availability and restrictions, and traffic patterns. Physical review of the study area will allow team members to obtain an in-depth sense of the project elements, opportunities, and constraints. A photo gallery as well as field notes will be prepared.

Document Review: PlaceWorks will review and update (as necessary) the mobility analysis in the draft report to ensure technical accuracy.

Data Collection: This scope and budget assumes that up to 10 intersections and 15 roadway segments will be added to the current study area to cover the sphere of influence.

Existing Conditions: PlaceWorks will update the existing conditions to include the expanded study area. This scope and budget assumes the City will provide the Synchro files used for the MBAP.

Transportation Model Forecast: This scope and budget assumes that changes to land uses proposed in the MBAP will likely result in a new land use proposal and transportation network alternative, and therefore additional forecasting may be required. PlaceWorks will calibrate and validate the Series 12 Transportation Base Year Model for the General Plan, Community Plan, and Specific Plan projects. However, it is assumed that the base-year model for this project study area has to be calibrated and validated to the City's acceptable standards since forecast model runs have been prepared as a part of the MBAP. In coordination with City staff, PlaceWorks will assist SANDAG develop a future year 2030 model to forecast a preferred plan. In addition to the preferred plan model forecast, SANDAG will conduct one select zone analysis, which will help determine traffic, origin-destination, and mode share patterns, as well as VMT information. PlaceWorks will prepare an operational mobility analysis for the preferred plan to match the analyses prepared for the MBAP. PlaceWorks will develop the mobility concept for the preferred plan accommodating the revised land uses along the Morena Blvd study corridor and prepare 3-D illustrations for the preferred mobility concept.

Impact Assessment: PlaceWorks will conduct plan-to-ground traffic impact assessments, including circulation element roads, key intersections, freeways, ramp meters, and key intersection queuing (as needed), and recommend mitigation measures.

Community Plan: PlaceWorks will provide a qualitative plan-to-plan discussion to compare the current Community Plan to the proposed Mobility Plan.

Preparation of Screeencheck Draft PEIR

PlaceWorks will prepare a programmatic-level EIR which will include the following sections in accordance with the City of San Diego Environmental Impact Report Guidelines and the State CEQA Guidelines:

» Executive Summary
» Introduction
» Project Description
» Environmental Setting
» Environmental Analysis (Existing Conditions, Environmental Impacts, and Mitigation Measures)
» Cumulative Impacts
» Significant Unavoidable Impacts
» Project Alternatives
» Effects Found Not to be Significant
» Organizations and Persons Consulted
» Other CEQA-Mandated Sections

PlaceWorks will work closely with City staff during preparation of Screencheck #1 PEIR; the budget under this task includes one meeting. The PEIR will be prepared consistent with the City of San Diego CEQA Guidelines. Each topical section of the document will: (a) describe existing environmental conditions and pertinent regulatory policies and programs that apply to this project, (b) define the criteria by which impacts will be determined to be significant, (c) determine the environmental changes that would result from implementation of the Specific Plan,(d) evaluate the significance of those changes with respect to the impact significance criteria (thresholds), (e) define mitigation measures to reduce or avoid all potentially significant adverse impacts, and (f) provide a conclusion as to whether significant impacts would remain, even after successful implementation of recommended mitigation measures. Two types of mitigation measures that are practical and feasible will be recommended: measures addressing impacts related to the primary (direct) impacts and measures addressing impacts related to the secondary (indirect) impacts associated with the project. A conservative scenario approach will be followed for all analyses in the PEIR. The scopes for those environmental resources sections that will not be supported by technical analysis (as specified in Section 4.3) are as follow:

Growth Inducement

The specific plan includes development of new housing, and the anticipated economic growth by the Specific Plan would also induce population growth in the area. The PEIR will address the project's impact on local and regional population and housing and compare to the growth planned for the area as part of regional forecasts.

Land Use and Planning

Past and present land use conditions will be documented, and the local land use patterns will be described. The MBSA Specific Plan will include a General Plan Consistency Analysis that will be included in the appendix of the PEIR. The PEIR will review and supplement, as necessary, the MBSA consistency with the goals and policies of the City's General Plan, and Linda Vista and Clairemont Mesa Community Plans. Specifically, PlaceWorks will:

» Inventory all existing and planned land uses in the project area.

» Analyze recent development trends within the general area and assess the consistency of the project with current development trends as well as relevant local and regional land use planning programs.

» Provide a nexus between the project's environmental impacts in aggregate and the environmental compatibility of the proposed project with surrounding uses.

Mineral Resources

The PEIR will contain a brief section discussing the General Plan designation of mineral resource zones within the Specific Plan area. However, it is expected that no significant impacts to mineral resources will occur as a result of the project.

Public Services and Facilities

PlaceWorks will contact service agencies, such as police, fire, and school districts, and other applicable service providers that would be affected by the Specific Plan to identify existing service levels and capacities available to serve the proposed project. The demand will be estimated, and the ability of the agencies to accommodate the planned growth will be assessed. In consultation with the agencies, the need for additional public facilities or personnel to serve the proposed project and maintain adequate levels of service will be determined.

Public Utilities and Service Systems

The PEIR will evaluate ;impacts to dry utilities (natural gas and electricity) as well as solid waste collection services based in part on the sewer and water assessment (see Section 4.2). In compliance with Senate Bill 610, PlaceWorks will coordinate with the City Water Department to prepare a water supply assessment, which will address the availability of water to meet the projected water demands of the MBSA Specific Plan project for a 20-year planning horizon, including single and multiple dry years. The WSA will be included in the PEIR appendix.

Visual Effects and Neighborhood Character

PlaceWorks will perform the following tasks to determine potential aesthetic impacts associated with the project. Sensitive uses surrounding the project area include medium density, single-family residential uses, with some scattered higher density multifamily projects.

» Review the proposed zoning and development standards related to design, including streetscape/landscape design and signage program.

» Discuss any potential significant aesthetic impacts associated with project implementation.

» Specify mitigation measures that will reduce significant impacts to the maximum extent feasible.

Alternatives. Analyses of up to three alternatives, including the "No Project" alternative, are included in the cost estimate for the PEIR. Designed to reduce or eliminate any significant impacts, alternatives may include: 1) No Project; 2) Alternative Land Use Alternative; and 3) Reduced Density Alternative. Alternatives that were considered but eliminated from further consideration will be documented. The environmentally superior alternative will be identified; if it is the No Project Alternative, then one of the development alternatives will be identified as environmentally superior to the others.

Other Required Sections. In addition to the topical issues discussed above, other sections will be prepared as required by CEQA Guidelines Section 15126.2: environmental impacts found not to be

significant, adverse environmental impacts that cannot be avoided if the project is implemented, a discussion of cumulative impacts for each of the topical sections, significant irreversible changes that will occur if the proposed project is implemented, and ways that the proposed project could directly or indirectly impact population or employment growth in the area.

Deliverables:

» Attend one Screencheck #1 PEIR presubmittal meeting.

» Screencheck #1 PEIR (5 hard copies and 1 electronic copy in MS Word and PDF)

PEIR Screencheck

PlaceWorks will review staff comments on the Screencheck #1 PEIR and meet with staff to address any discrepancies on the comments/edits/revisions proposed. Screencheck #2 PEIR will be prepared based on the City's comments.

Deliverables:

» Attend one Screencheck #1 PEIR postsubmittal meeting to discuss City comments.

» Screencheck #2 PEIR (5 hard copies and 1 electronic copy in MS Word and PDF)

Pre-Print Public Review Draft PEIR

PlaceWorks will review staff comments on Screencheck #2 PEIR. It is assumed most of the City comments will have been addressed and residual comments will be minor. Screencheck #3 PEIR will be prepared based on Screencheck #2 PEIR comments. Upon approval, PlaceWorks will forward the preprint Draft PEIR for final review before publication.

Deliverables:

» Screencheck #3 PEIR (email affected PEIR sections in MS Word and PDF)

» Preprint Public Review Draft PEIR (1 hard copy and 1 electronic copy in MS Word and PDF)

Public Review Draft PEIR

Mitigation Monitoring and Reporting Plan. An MMRP will be prepared, pursuant to Section 21081.6 of the Public Resources Code. It will be presented in standard City format and identify the significant impacts that would result from the project, proposed mitigation measures for each impact, the times at which the measures will be conducted, the entity responsible for implementing the mitigation measure, and the City department or other agency responsible for monitoring the mitigation effort and ensuring its success. The MMRP will be included as a separate chapter in the Public Review Draft PEIR.

Public Review Draft PEIR. PlaceWorks will incorporate the last set of comments, if any, and upon approval of the Preprint Public Review Draft PEIR, PlaceWorks will prepare the Public Review Draft PEIR. PlaceWorks will submit the deliverables at least five calendar days prior to the start of public review. PlaceWorks will also prepare web-ready PDF files and documents as determined by the City's Project Manager. It is assumed the City will prepare the notice of completion (NOC) and the notice of availability (NOA). It is assumed the City will publish the NOA and distribute the Public Review Draft PEIR to all stakeholders and interested parties. The City will prepare the Draft PEIR Conclusions.

Deliverables:

» Public Review Draft PEIR (Volume 1) and appendices (Volume 2) (2 hard copies and 60 electronic copies in MS Word and PDF on CD)

» Web-ready PDF files

Final PEIR, Responses to Comment, Findings and Statement of Overriding Considerations

Response to Comments. Response to Comments received on the Draft PEIR will be prepared in accordance with CEQA Guidelines Section 15089. A Response to Comments section will be created for the Final PEIR and will contain an introduction describing the public review process for the Draft PEIR, copies of all comment letters and minutes from public meetings where oral comments were taken, and written responses to all comments. Comments that do not address PEIR adequacy will be noted as such, and no further response will be provided unless deemed necessary by the City. Responses will be prepared by PlaceWorks with input from the City and technical specialists, as needed.

An estimate of up to 60 hours of professional time to respond to comments is assumed. The budget assumes that no additional research will be required to respond to comments and that the comments will be directed at the substance and technical adequacy of the PEIR. Modification to the scope of work, budget, and time frame may be necessary if comments require increasing the scope of impacts and issues addressed in the PEIR. PlaceWorks will revise the Responses to Comments based on one round of City comments.

Final PEIR. The Final PEIR will be prepared in accordance with CEQA Guidelines Section 15089 and will contain the response to comments received on the Draft PEIR in strikeout/underline format within the document; the Draft PEIR will not be included in the Final PEIR. The Final PEIR will be prepared concurrently with the response to comments and will include any revisions and updates needed to respond to comments or address minor errors in the Draft PEIR. The Final PEIR will be revised as needed subsequent to public hearings on the proposed project. It is assumed the City will distribute the Final PEIR. This task includes one meeting. The City will prepare the Final PEIR Conclusions.

Findings of Fact and Statement of Overriding Considerations. Section 15091 of the CEQA Guidelines requires that no public agency approve or carry out a project for which a PEIR has been completed that identifies one or more significant effects unless the public agency prepares findings for each significant effect. PlaceWorks will prepare findings and facts in support of findings describing each of the significant impacts identified by the PEIR and the determination of whether those impacts would be reduced to below a level of significance by proposed mitigation measures. Additionally, Section 15093 requires that when an agency approves a project that will have significant adverse environmental effects that are unavoidable, it must make a statement of its views on the ultimate balancing of the merits of approving the project despite the environmental consequences. PlaceWorks will coordinate with the City to draft the statement of overriding considerations for any unavoidable significant impacts that may be identified by the Final PEIR.

Deliverables:

» Final PEIR (2 hard copies, 50 electronic copies in MS Word and PDF on CD, 1 electronic copy of reproduction quality)

» Findings of Fact & Statement of Overriding Considerations

» Web-ready PDF files

CEQA Project Management

Project management responsibilities include: task scheduling and assignment; management of resources; monitoring of costs and schedule adherence; management and coordination of subconsultants, including contract administration and accounting; consultation and coordination with local and state entities relative to the environmental review process; and coordination and

communications with the City's project team to ensure compliance with policies, procedures, and any applicable codes.

Task 5.0 Public Hearings and Meetings

This task involves formal hearings with the Planning Commission and City Council to adopt the Specific Plan and certify the EIR. PlaceWorks will be responsible for preparing Specific Plan and EIR documents and presentations for the hearings. City staff will coordinate scheduling, prepare staff reports, and handle other logistics as required by the City's project manager. PlaceWorks staff will be available to attend hearings as determined by the City's project manager.

Deliverables:

» PowerPoint Presentation and other graphics as needed

COMPENSATION AND FEE SCHEDULE

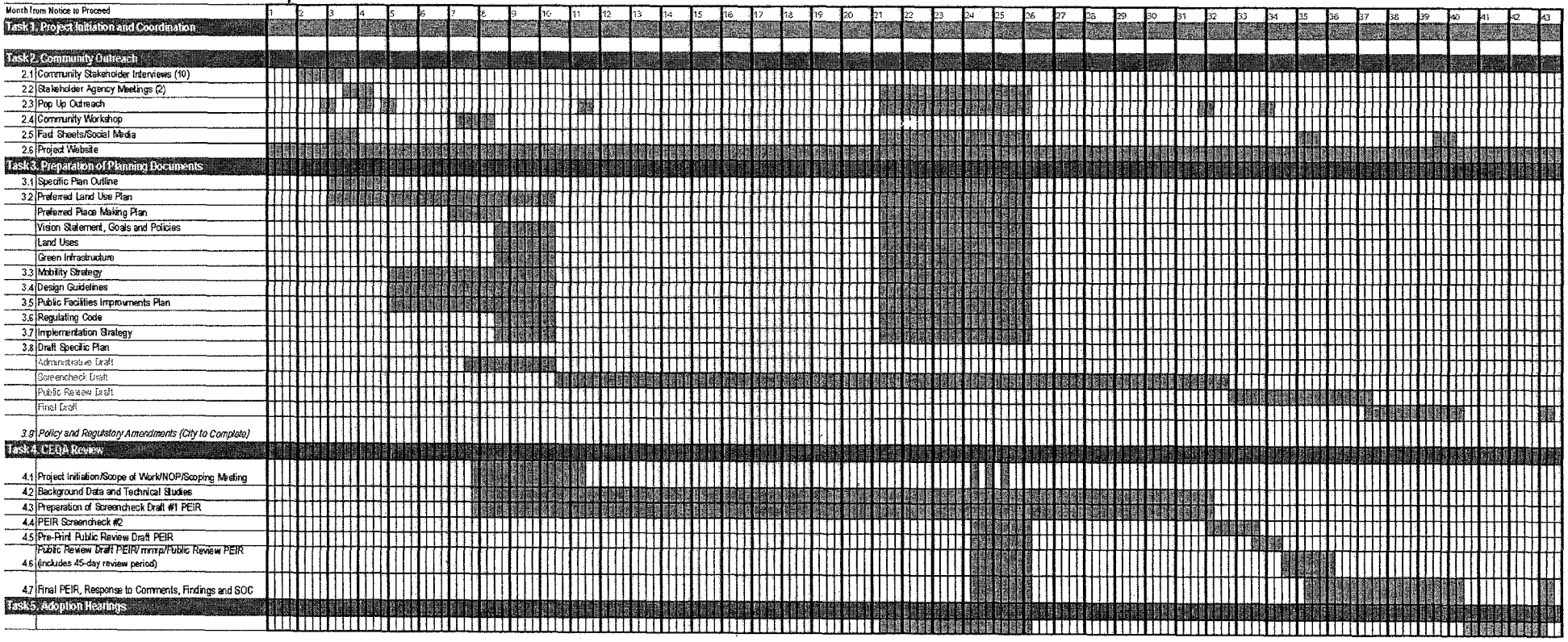
Task	Cost
Task 1. Project Administration	$31,000
Task 2. Community Outreach	$30,000
Task 3. Specific Plan Development	$105,000
Task 4. Environmental Analysis	$204,000
Task 5. Adoption Hearings	$5,000
PROJECT GRAND TOTAL	$375,000

EXHIBIT C

TIME SCHEDULE

Project Schedule

Morena Boulevard Station Area Specific Plan



EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

CONSULTANT REQUIREMENTS

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I. **City's Equal Opportunity Commitment.** The City of San Diego (City) is strongly committed to equal opportunity for employees and 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

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: PlaceWorks, Inc.

AKA/DBA: PlaceWorks

Address (Corporate Headquarters, where applicable): 3 MacArthur Place, Suite 1100

City Santa Ana County Orange State CA Zip: 92707

Telephone Number: (714) 966-9220 FAX Number: (714) 966-9221

Name of Company CEO: Karen Gulley

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

Address: 501 West Broadway, Suite 800

City San Diego County San Diego State Ca Zip 92101

Telephone Number: (619) 400-4965 FAX Number: (714) 966-9221

Type of Business: Consulting Type of License: N/A

The Company has appointed: Marsha Davis, Human Resources Manager

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: 3 MacArthur Place, Suite 1100, Santa Ana, CA 92707

Telephone Number: (714) 966-9220 FAX Number: (714) 966-9221

☐ 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 PlaceWorks,
(Firm Name)

Orange CA hereby certify that information provided
(County) *(State)*

herein is true and correct. This document was executed on this 19th day of November, 20 14

Karen Gulley
(Authorized Signature)

Karen Gulley
(Print Authorized Signature)

WORK FORCE REPORT – NAME OF FIRM: PlaceWorks DATE: 11/19/14

OFFICE(S) or BRANCH(ES): Santa Ana COUNTY: Orange

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			2					11	9		
Professional											9	10		
A&E, Science, Computer	1				1	1					5	1	2	
Technical			3	1	3	7					13	11		1
Sales														
Administrative Support				3		1				2	2	5		2
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column	1		4	4	4	11				2	40	6	2	3

Grand Total All Employees	107

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: PlaceWorks, Inc.

AKA/DBA: PlaceWorks

Address (Corporate Headquarters, where applicable): 3 MacArthur Place, Suite 1100

City Santa Ana County Orange State CA Zip: 92707

Telephone Number: (714) 966-9220 FAX Number: (714) 966-9221

Name of Company CEO: Karen Gulley

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

Address: 501 West Broadway, Suite 800

City San Diego County San Diego State CA Zip 92101

Telephone Number: (619) 400-4965 FAX Number: (714) 966-9221

Type of Business: Consulting Type of License: N/A

The Company has appointed: Marsha Davis, Human Resources Manager

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: 3 MacArthur Place, Suite 1100, Santa Ana, CA 92707

Telephone Number: (714) 966-9220 FAX Number: (714) 966-9221

☒ 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 PlaceWorks,
(Firm Name)

San Diego (County) CA (State) hereby certify that information provided

herein is true and correct. This document was executed on this 19th day of November, 20 14

Karen Gulley
(Authorized Signature)

Karen Gulley
(Print Authorized Signature)

WORK FORCE REPORT – NAME OF FIRM: PlaceWorks DATE: 11/19/14

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						1						1		
A&E, Science, Computer														
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						1		

Grand Total All Employees	2

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

CITY OF SAN DIEGO WORK FORCE REPORT – ADMINISTRATIVE

HISTORY

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

WORK FORCE & BRANCH WORK FORCE REPORTS

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

MANAGING OFFICE WORK FORCE

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

TYPES OF WORK FORCE REPORTS

Please note, throughout the preceding text of this page, the superscript numbers one [1], two [2] & three [3]. These numbers coincide with the types of work force report required in the example. See below:

[1] One San Diego County (or Most Local County) Work Force – Mandatory in most cases

[2] Branch Work Force*

[3] Managing Office Work Force

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

Exhibit: Work Force Report Job categories

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

Management & Financial

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

Professional

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

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

Architecture & Engineering, Science, Computer

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

Technical

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

Sales

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

Administrative Support

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

Services

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

Crafts

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

Operative Workers

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

Transportation

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

Laborers

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

SUBCONTRACTOR PARTICIPATION LIST

This list shall include the name and complete address of all Subcontractors who qualify as SLBEs or ELBEs. 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 services, 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**
PlaceWorks 501 W. Broadway, Suite 800 | San Diego, CA 92101	Prime Consultant, Specific Plan, EIR, Outreach	52%	OBE	NA
Chen Ryan Associates 239 Laurel Street, Suite 203 | San Diego, CA 92101	Specific Plan transportation planning & EIR traffic analysis	18%	DBE, ELBE, SLBE, SBE	Respectively: Caltrans, City of San Diego, City of San Diego, LA County Metropolitan Transportation Auth.
JLC Consultant Services 3462 Malito Drive | Bonita, CA 91902	Outreach	5%	DBE, MBE, SBE, SLBE, WBE	Respectively: Caltrans, Caltrans, California Department of General Services, City of San Diego, Caltrans
BAE Urban Economics 1285 66th Street | Emeryville, CA 94608	Economics (fiscal analysis, financial feasibility)	5%	DBE	Bay Area Rapid Transit District
Fuscoe 16795 Von Karman, Suite 100 Irvine, CA 92606	Civil engineering, hydrology	12%	OBE	NA
ASM Affiliates 3024 Corte Nogal | Carlsbad, CA 92011	Cultural resources	1%	OBE	NA
Alden Environmental 3245 University Ave. #1188 | San Diego, CA 92104	Biology	3%	SLBE	City of San Diego
TerraCosta Consulting Group 3890 Murphy Canyon Road | Suite 200 | San Diego, CA 92123	Geotechnical	3%	SBE, SLBE	Both from City of San Diego
San Diego Natural History Museum P.O. Box 121390 | San Diego, CA 92112-1390	Paleontology	1%	OBE	NA

List of Abbreviations:

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

* *Listed for informational purposes only.*

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

ATTACHMENT CC

CONTRACT ACTIVITY REPORT

Consultants are required by contract to report Subcontractor activity in this format. Reports shall be submitted via the Project Manager to the *Equal Opportunity Contracting Program (EOCP)* no later than thirty (30) days after the close of each quarter.

PROJECT:_____ **PRIME CONTRACTOR:**_____

CONTRACT AMOUNT:_____ **INVOICE PERIOD:**_____ **DATE:**_____

Include Additional Services Not-to-Exceed Amount

Subcontractor	Indicate SLBE, ELBE, MBE, WBE, DBE, DVBE or OBE	Current Period		Paid to Date		Original Commitment	
		Dollar Amount	% of Contract	Dollar Amount	% of Contract	Dollar Amount	% of Contract
Prime Contractor Total:							
Contract Total:							

Completed by: _____

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: **Bergamot Station Area Plan**

TYPE OF PROJECT: Station Area Framework Plan DOLLAR VALUE OF CONTRACT: $550,000

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: Michael Kodama Planning Consultants Address: 2740 W. Magnolia Boulevard City: Burbank State: CA Zip: 91505 Phone: 818.846.6272	Contractor	Existing Circulation Review Transportation Planning Parking Analysis Shared Parking District Plan	$23,315	DBE	California, Oregon, Washington, Idaho, New York, Maryland
Name: Nelson/Nygaard Consulting Associates Address: 116 New Montgomery Street City: San Francisco State: CA Zip: 94105 Phone: 415.284.1544	Contractor	Circulation Mapping Parking Studies and Mapping Transportation Analysis	$23,046	OBE	N/A
Name: Planning & Implementation Strategies Address: 522 The Strand City: Hermosa Beach State: CA Zip: 90245 Phone: N/A	Contractor	Transfer of Development Rights Program Existing Conditions Analysis	$1,000	OBE	N/A

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

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, Design Professional shall indicate if Subcontractor or Subcontractor 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.

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: **Bergamot Station Area Plan**

TYPE OF PROJECT: Station Area Framework Plan DOLLAR VALUE OF CONTRACT: $550,000

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: Fehr & Peers Address: 100 Pringle Avenue, Suite 600 City: Walnut Creek State: CA Zip: 94596 Phone: 925.930.7100	Contractor	Traffic, Circulation	$62,970.00	OBE	N/A
Name: Fuscoe Engineering Address: 16795 Von Karman Avenue City: Irvine State: CA Zip: 92606 Phone: 949.474.1960	Contractor	Civil Engineering, Water Quality, Stormwater Management	$30,904.00	OBE	N/A
Name: Community Design + Architecture Address: 350 Frank Ogawa Plaza, 5th Floor City: Oakland State: CA Zip: 94612 Phone: 510.653.4085	Contractor	Existing Conditions Review Site and Land Use Planning Feasibility Public Outreach Project Visioning	$59,315	SBE	California

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

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, Design Professional shall indicate if Subcontractor or Subcontractor 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.

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: **Bergamot Station Area Plan**

TYPE OF PROJECT: Station Area Framework Plan DOLLAR VALUE OF CONTRACT: $550,000

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: Strategic Economics Address: 2991 Shattuck Avenue #203 City: Berkeley State: CA Zip: 94705 Phone: 510.647.5291	Contractor	Existing Conditions Assessment Market Overview Affordable Housing Review Project Visioning Baseline Economics Analysis	$82,590	WBE	California
Name: Address: City: State: Zip: Phone:					
Name: Address: City: State: Zip: Phone:					

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

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, Design Professional shall indicate if Subcontractor or Subcontractor 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.

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: **La Mesa Downtown Specific Plan**

TYPE OF PROJECT: Specific Plan DOLLAR VALUE OF CONTRACT: $900,000

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: LLG Address: 4542 Ruffner Street, Suite 100 City: San Diego State: CA Zip: 92111 Phone: 858.300.8800	Contractor	Existing Conditions Analysis Mobility Policies Development of Alternatives Traffic Technical Studies	$21,913	OBE	N/A

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

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, Design Professional shall indicate if Subcontractor or Subcontractor 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.

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: **Hillsdale Station Area Plan**

TYPE OF PROJECT: Station Area Framework Plan DOLLAR VALUE OF CONTRACT: $446,600

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: BAE Economics Address: 1285 66th Street City: Emeryville State: CA Zip: 94608 Phone: 510.547.9380	Contractor	Market Analysis Local Economic Studies	$57,000	SBE, WoSB	California
Name: Kimley Horn and Associates Address: 6130 Stoneridge Mall Road, Suite 370 City: Pleasanton State: CA Zip: 94588 Phone: 925.398.4840	Contractor	Transportation and Parking Studies Traffic Conditions Analysis Transit Service Studies	$59,976	OBE	N/A
Name: BKF Engineers Address: 255 Shoreline Drive, Suite 200 City: Redwood City State: CA Zip: 94065 Phone: 650.482.6300	Contractor	Utility Infrastructure Analysis Utility Master Plan	$24,953	OBE	N/A

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

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, Design Professional shall indicate if Subcontractor or Subcontractor 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.

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: **Hillsdale Station Area Plan**

TYPE OF PROJECT: Station Area Framework Plan DOLLAR VALUE OF CONTRACT: $446,600

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: Nelson/Nygaard & Associates Address: 785 Market Street, Suite 1300 City: San Francisco State: CA Zip: 94103 Phone: 415.284.1544	Contractor	Circulation Mapping Parking Studies and Mapping Transportation Analysis	$31,538	OBE	N/A
Name: Pyatok Architects Address: 1611 Telegraph Avenue City: Oakland State: CA Zip: 94612 Phone: 510.465.7010	Contractor	Development Potential Analysis for Mixed-Income Housing Existing Land Use Research Housing Affordability Analysis	$15,900	OBE	N/A
Name: Address: City: State: Zip: Phone:					

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

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, Design Professional shall indicate if Subcontractor or Subcontractor 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.

EXHIBIT E

CONSULTANT CERTIFICATION FOR A DRUG-FREE WORKPLACE

PROJECT TITLE: Morena Boulevard Station Area Specific Plan for the Planning, Neighborhoods & Economic Development Department

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:

FIRM NAME: PlaceWorks

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

Signed Karen Gulley

Printed Name Karen Gulley

Title Principal

Date 11/19/14

CITY OF SAN DIEGO

EXHIBIT F

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 ensure Section II is completed)

	Excellent	Satisfactory	Poor
6a. Plans/Specification Accuracy	☐	☐	☐
Consistency with Budget	☐	☐	☐
Responsiveness to City Staff	☐	☐	☐

6b. Overall Rating _____

7. AUTHORIZING SIGNATURES

7a. Project Manager _____ Date _____

7b. Deputy Director _____ Date _____

(4/91)

TURN OVER

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 G

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:

Morena Boulevard Station Area Specific Plan for the Planning, Neighborhoods & Economic Development Department

B. BIDDER/CONTRACTOR INFORMATION:

PlaceWorks, Inc.		PlaceWorks	
Legal Name		DBA	
3 MacArthur Place Suite 1100	Santa Ana	CA	92707
Street Address	City	State	Zip
Karen Gulley, Principal		714.966.9220	714.966.9221
Contact Person, Title		Phone	Fax

C. OWNERSHIP AND NAME CHANGES:

1. In the past five (5) years, has your firm changed its name?

   ☒ Yes ☐ No

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

2. In the past five (5) years, has a firm owner, partner or officer operated a similar business?

   ☒ Yes ☐ No

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

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

☒ **Corporation** Date incorporated: 09/05/1975 State of incorporation: California

List corporation's current officers:
President: Randal W. Jackson
Vice Pres: Karen Gulley, Brian Judd, William Halligan
Secretary: R. Karen Gulley
Treasurer: R. Karen Gulley

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

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

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

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

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

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

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

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

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

F. PERFORMANCE HISTORY:

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

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

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

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

G. COMPLIANCE:

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

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

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

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

H. BUSINESS INTEGRITY:

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

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

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

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

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

☒ Initial submission of *Contractor Standards Pledge of Compliance.*

☐ Update of prior *Contractor Standards Pledge of Compliance* dated: ____/ /____

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

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

(a) To comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.

(b) To notify the Purchasing Agent within fifteen (15) calendar days upon receiving notification that a government agency has begun an investigation of the Contractor that may result in a finding that the Contractor is or was not in compliance with laws stated in paragraph (a).

(c) To notify the Purchasing Agent within fifteen (15) calendar days when there has been a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).

(d) To provide the Purchasing Agent updated responses to the *Contractor Standards Pledge of Compliance* within thirty (30) calendar days if a change occurs which would modify any response.

(e) To notify the Purchasing Agent within fifteen (15) days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).

(f) To cooperate fully with the Purchasing Agent and the City during any investigation and to respond to a request for information within ten (10) working days from the request date.

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

Karen Gulley, Principal	Karen Gulley	11/19/14
Print Name, Title	Signature	Date

EXHIBIT G

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.

C. OWNERSHIP AND NAME CHANGES

1. Name Changes.

The Planning Center was founded September 5, 1975, originally doing business as The Center for Planning & Research. At that time, owners were unaware of a company in northern California with the same name. We were asked to change the company name, and on May 26, 1978, we incorporated as "The Planning Center."

On March 1, 2011, The Planning Center merged with Design, Community & Environment (DC&E), and although the current legal name of the company remained The Planning Center, Inc., we did business as The Planning Center|DC&E between March 1, 2011 and March 6, 2014.

On March 6, 2014, the company changed its name to PlaceWorks.

2. Ownership.

DC&E was founded by David C. Early in May 1995 and operated only under that name through 2003. The company provided a broad range of planning and design services in comprehensive planning, urban design, landscape architecture, transportation and bicycle planning, and environmental review, all with an emphasis on smart growth. In 2003, Mr. Early, who at the time was sole owner of DC&E, acquired Wolfe Mason Associates (WMA). DC&E and WMA were combined under the corporate umbrella of WMA, with a division continuing to do business under the name of DC&E. The name of Wolfe Mason Associates was formally changed to Design, Community & Environment (DC&E) on January 1, 2005 and the WMA name was phased out entirely after 2005. The company then operated only under the name DC&E until merging with The Planning Center in March 2011. Address of Operation: 1625 Shattuck Avenue, Suite 300, Berkeley, CA, 94709.

No other owner, partner of officer has operated a similar firm within the past 5 years.

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.

Karen Gulley, Principal	Karen Gulley	11/19/14
Print Name, Title	Signature	Date

EXHIBIT H

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 H

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: PlaceWorks
3. Address, City, State, ZIP: 3 MacArthur Place Suite 1100 Santa Ana, CA. 92707
4. Project Title (as shown on 1472, "Request for Council Action"): Agreement for Planning and Environmental Services Related to the Morena Blvd. Station Area Specific Plan.
5. Consultant Duties for Project: Assist Staff in Preparation of Planning and CEQA documents for the grant-funded Specific Plan development process.
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 Bragado, Deputy Director — 11/26/14

[Name/Title]* [Date]

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

EXHIBIT H

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 I

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: PlaceWorks

Contact Name: Karen Gulley

Company Address: 3 MacArthur Place, Suite 1100, Santa Ana, CA 92707

Contact Phone: 714.966.9220

Contact Email: kkosel@placeworks.com

CONTRACT INFORMATION

Contract Title: Morena Boulevard Station Area Specific Plan for the Planning, Neighborhoods & Economic Development Department

Start Date: TBD

Contract Number (if no number, state location): H146239

End Date: TBD

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.

Karen Gulley, Principal	Karen Gulley	11/19/14
Name/Title of Signatory	Signature	Date

FOR OFFICIAL CITY USE ONLY

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

EXHIBIT J

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.

PlaceWorks
Name of Firm

Signature of Authorized Representative

Karen Gulley, Principal
Printed/Typed Name

11/19/14
Date

EXHIBIT K

CONSULTANT CERTIFICATION

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

PROJECT TITLE: Morena Boulevard Station Area Specific Plan for the Planning, Neighborhoods, and Economic Development Department

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;

PlaceWorks
(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 _____

Printed Name Karen Gulley

Title Principal

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: _11/04/14___ Department Name: ___Planning Department_____

City Project Manager: __Michael Prinz_____

Name of Firm: __PlaceWorks_____

Project Name: _Morena Boulevard Station Area Specific Plan _____

Contract or Amendment Amount: $ _375,000_____

Appropriate approval authority:

☐ Mayoral Action PA-2625
☐ Mayoral Action 1544
X 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**: $ 375,000.00

I hereby certify that I am an authorized representative of:

PlaceWorks, Inc.
(Name of Firm)

and that I have read and understand this form this 19th *day of* November - 2014
(Day) (Month) (Year)

By Karen Gulley
(SIGNATURE of Authorized Representative)

Karen Gulley
(PRINTED name of Authorized Representative)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/19/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh Risk & Insurance Services
17901 Von Karman Avenue #1100
(949) 399-5800 License #0437153
Irvine, CA 92614

980627-01-01-14-15

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Crum & Forster Specialty Insurance Co	44520
INSURER B : Travelers Property Casualty Company Of America	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Placeworks
Dba: The Planning Center
Design Community & Enviornment
3 MacArthur Place, Suite 1100
Santa Ana, CA 92707

COVERAGES **CERTIFICATE NUMBER:** LOS-001627706-01 **REVISION NUMBER:** 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY**	X		EPK-104545	07/01/2014	07/01/2015	EACH OCCURRENCE	$ 5,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$ 5,000
	X BI & PD Ded. $5,000						PERSONAL & ADV INJURY	$ 5,000,000
							GENERAL AGGREGATE	$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 5,000,000
	X POLICY PRO-JECT LOC						Contractors Pollution	$ 5,000,000
B	**AUTOMOBILE LIABILITY**			BA-7E376167-TCT-14	07/01/2014	07/01/2015	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	**UMBRELLA LIAB** X OCCUR			EX-7E376167-TIL-14	07/01/2014	07/01/2015	EACH OCCURRENCE	$ 4,000,000
	X **EXCESS LIAB** CLAIMS-MADE						AGGREGATE	$ 4,000,000
	DED RETENTION $							$
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N	N / A	X	UB-7E37616-7-14	07/01/2014	07/01/2015	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)**						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Errors & Omissions-Claims Made			EPK-104545	07/01/2014	07/01/2015	Each Claim/Aggregate	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

City of San Diego and its respective elected officials, officers, employees, agents and representatives are included as additional insured (except workers' compensation) where required by written contract. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract with respect to General Liability. Waiver of subrogation is applicable where required by written contract with respect to Worker's Compensation, as required by written contract. Subject to policy terms, conditions, limitations and exclusions.

CERTIFICATE HOLDER

City of San Diego
1222 First Avenue, MS 413
San Diego, CA 92101

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh Risk & Insurance Services
John Graef

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AGENCY CUSTOMER ID: 980627
LOC #: Irvine

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Marsh Risk & Insurance Services		Placeworks Dba: The Planning Center Design Community & Enviornment 3 MacArthur Place, Suite 1100 Santa Ana, CA 92707
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Leased Rented Equipment
Policy Number: 660-7E376167-TIL-14
Insurer: Travelers Property Casualty Company of America
Policy Dates: 7/1/14 - 7/1/15
Limit: $25,000
Deductible: $1,000

Other deductibles may apply as per policy terms and conditions.

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Policy No.: EPK-104545

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) or Organization(s)
Where Required By Written Contract

SECTION III – WHO IS AN INSURED within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but only with respect to liability caused, in whole or in part, by "your work" for that insured which is performed by you or by those acting on your behalf.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

Policy No.: EPK-104545

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED WITH WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART
ERRORS AND OMISSIONS LIABILITY COVERAGE PART
THIRD PARTY POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)
Where Required by Written Contract

A. **SECTION III – WHO IS AN INSURED** within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but solely with respect to "claims" caused in whole or in part, by "your work" for that person or organization performed by you, or by those acting on your behalf.

   This insurance shall be primary and non-contributory, but only in the event of a named insured's sole negligence.

B. We waive any right of recovery we may have against the person(s) or organization(s) indicated in the Schedule shown above because of payments we make for "damages" arising out of "your work" performed under a designated project or contract with that person(s) or organization(s).

C. This Endorsement does not reinstate or increase the Limits of Insurance applicable to any "claim" to which the coverage afforded by this Endorsement applies.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (A) –

POLICY NUMBER: UB7E376167-14

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CALIFORNIA (BLANKET WAIVER)

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be % of the California workers' compensation premium.

Schedule

Person or Organization	Job Description
As Required by written contract with the named insured.	

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 07-01-14 Policy No. UB7E376167-14 Endorsement No.
Insured Premium

Insurance Company Travelers Property Casualty Company of America Countersigned by _____

DATE OF ISSUE: - - **ST ASSIGN:**

SUBCONTRACTOR PARTICIPATION 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 services, 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**

List of Abbreviations:

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

* *Listed for informational purposes only.*

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

The City of San Diego
COMPTROLLER'S CERTIFICATE

CERTIFICATE OF UNALLOTTED BALANCE

CC 3000007489
ORIGINATING DEPT. NO.: 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: $375,000.00

Vendor: PlaceWorks

Purpose: Authorize the Mayor or designee to execute an agreement with PlaceWorks to prepare a Specific Plan for teh Moena Boulevard Station Areain an amount not to exceed $375,000.00.

Date: December 18, 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		AA1000401-13	OTHR-00000000-NS	512059	1619	1619000014		$375,000.00
								TOTAL AMOUNT	$375,000.00

CC-361 (REV 7-09)

FUND OVERRIDE ☐

CC 3000007489

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

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:	$ 400,000

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 $440,000 in January 2014 to hire a consultant to complete environmental, plan amendment, outreach, and related work for the SANDAG grant. This Project will support the Mid-Coast Trolley Line and the future development of the Project Area by encouraging mixed-use transit-oriented development surrounding the existing and planned trolley stations, and enhancing multi-modal connectivity and access for pedestrians, bicyclists, and transit riders. This will be accomplished through the preparation of amendments to the Linda Vista Community Plan and the Linda Vista Facilities Financing Plan; the preparation of amendments to the Clairemont Mesa Community Plan and the Clairemont Mesa Facilities Financing Plan; the process of rezones and; the preparation of a programmatic environmental document.
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	No.

will "outreach" include printed materials? If yes, work to go to Publishing Services

emm 3/2

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 planning and environmental services related to the Morena Boulevard Station Area Specific Plan

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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 Morena Boulevard Station Area Specific Plan 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 was awarded $400,000.00 in TransNet Smart Growth Incentive Program Grant funding from SANDAG. The funds were awarded to provide for the preparation of a Specific Plan for the Morena Boulevard Corridor. The Specific Plan will indentify land uses and establish design guidelines in light of the adjacent programmed light rail and existing transit stations.

In May 2014, the Planning Department issued a Request for Proposals for planning and environmental services to assist City staff in community engagement and preparation of a Specific Plan and associated programmatic environmental impact report for the Morena Boulevard station area. The consultant selection process was administered by Planning Department and Public Works Contracting Group staff consistent with City Council Policy 300-7 and Administrative Regulation 25.60.

The City selected Place Works, a local firm with specialized expertise in preparing specific plans and programmatic environmental impact reports. PlaceWorks will be responsible for conducting community outreach activities, preparing a Specific Plan consistent with the requirements outlined in California Government Code Section 65450, and prepare a programmatic

environmental impact report. The agreement with Place Works would be in an amount not to exceed $375,000.00 for a term of no more than five years. It is anticipated that work will be completed within a three year timeframe.

The remaining $25,000.00 in SANDAG grant funding will be used to cover 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